

Mayor
Kristin Smith

Council Members
Debra Adams
Lee Collins
Aaron Hansen
Kasey Kinsman
Michael Mickelson
Wendy Ranney
David Zastrow

City Manager
Samantha Greenwood

City Clerk
Susan Bourgeois

Deputy City Clerk
Colette Gilmour

Regular City Council Meeting
October 21, 2026 @ 7:00pm
Cordova Center Comm Rooms
Agenda



A. Call to order

B. Pledge of allegiance

I pledge allegiance to the Flag of the United States of America, and to the republic for which it stands, one nation under God, indivisible with liberty and justice for all.

C. Roll call

Mayor Kristin Smith, Council members Debra Adams, Lee Collins, Aaron Hansen, Kasey Kinsman, Michael Mickelson, Wendy Ranney, and David Zastrow

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

E. Disclosures of Conflicts of Interest & Ex Parte Communications..... (page 1)

- ex parte communications are disclosed here, the content of the communications are explained when the item comes before Council, ex parte does not recuse a member, it is required that any ex parte communications are declared to the full body and explained

F. Communications by and Petitions from Visitors

1. Guest Speaker – **Corvus Designs & ECI Alaska Architecture** Justin Scanio, Brian Meissner..... (page 2)
presentation of Parks & Rec Master Plan
2. Audience comments regarding agenda items..... (3 minutes per speaker)
3. Chairpersons and Representatives of Boards and Commissions.....(Hospital Board, School Board, etal)
 - a. PWSRCAC September 2026 meeting highlights..... (page 9)
 - b. Library Board memo to Council and letter supporting E-Rate program funding..... (page 13)

G. Approval of Consent Calendar

4. Council action to protest or waive protest for transfer of location for liquor licenses #6008..... (page 16)
(brewery manufacturer) & #15013 (brewery retail) from 507 to 516 First St.
5. Resolution 10-26-28..... (page 29)
A resolution of the Council of the City of Cordova, Alaska authorizing the City Manager to enter into a purchase & sale agreement with Brian and Vera Rutzer for a 360 square foot portion of ATS 220
6. Resolution 10-26-29..... (page 46)
A resolution of the Council of the City of Cordova, Alaska authorizing the City Manager to enter into a purchase & sale agreement with John I. & Barbara B. Harvill AMI Revocable Trust for a 1,780.21 square foot portion of Lots 4A & 4B, Harvill Subdivision
7. Resolution 10-26-32..... (page 63)
A resolution of the Council of the City of Cordova, Alaska approving the final plat for the Jensen & Nolan subdivision
8. Resolution 10-26-33..... (page 92)
A resolution of the Council of the City of Cordova, Alaska confirming approval of the Collective Bargaining Agreement between the City of Cordova and the IBEW Local Union #1547

H. Approval of Minutes - none

I. Consideration of Bids/Proposals/Contracts - none

J. Reports of Officers

9. Mayor's Report
10. City Manager's Report..... (page 113)
11. City Clerk's Report (notice for available board & commission seats)..... (page 114)
12. Staff Reports: a. Cordova Police Department, **Chief Cameron Hayden**, 3Q 2026 report..... (page 115)

- b. Cordova Public Library & Cordova Historical Museum, **Director Ashley Bivin**, 3Q 2026 reports..... (page 118)
- c. Parks & Recreation Department, **Director Samantha Hagerthy-Schneider**, 3Q 2026 report..... (page 125)
- d. City Investments, AK Permanent Capital Mgt, **Lindsey Cashman**, 3Q 2026 report..... (page 139)
- e. Cordova Volunteer Fire Department, **Chief Stephen Phillips**, 3Q 2026 report..... (page 145)

K. Correspondence - City Council correspondence primer..... (page 150)

L. Ordinances and Resolutions

13. Ordinance 1242..... (roll call vote)(page 151)

An ordinance of the Council of the City of Cordova, Alaska, repealing and reenacting Cordova Municipal Code Chapter 8.04, Animals, and amending CMC 1.28.085(c), Minor Offense Fine Schedule, to modernize animal control, impoundment, bite and attack response, potentially dangerous and vicious dog procedures, quarantine, humane disposition, enforcement, and penalties – 2nd reading

14. Ordinance 1243..... (voice vote)(page 224)

An ordinance of the Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a lease with option to purchase agreement with David Evans for a portion of Lots 11-14, Block 32, Original Townsite -1st reading

15. Resolution 10-26-30..... (voice vote)(page 247)

A resolution of the Council of the City of Cordova, Alaska establishing the City of Cordova enhanced 911 surcharge effective January 1, 2027; repealing and superseding Resolutions 08-10-49 and 03-12-20; and providing for collection, accounting, and annual review

16. Resolution 10-26-31..... (voice vote)(page 256)

A resolution of the Council of the City of Cordova, Alaska authorizing the City Manager to enter into a sole source contract with Central Square Technologies, LLC for the acquisition of the Vertex E911 call handling solution

M. Unfinished Business - none

N. New & Miscellaneous Business

17. Council action on disposal and method of disposal for Portion of ATS 220..... (voice vote)(page 263)
Approximately 1,116 Square Feet in Size

18. Pending Agenda, CIP List, Calendar, Elected & Appointed Officials lists..... (page 269)

O. Audience Participation - (3 minutes per speaker)

P. Council Comments

Q. Executive Session

19. Council Annual Evaluation of City Manager Samantha Greenwood, a subject that tends to prejudice the reputation and character of a person; provided that the person may request a public discussion; Greenwood has NOT requested a public session

20. Council Annual Evaluation of City Clerk Susan Bourgeois, a subject that tends to prejudice the reputation and character of a person; provided that the person may request a public discussion; Bourgeois has NOT requested a public session

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

R. Adjournment

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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**

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

October 21, 2026, Cordova City Council Packet is 278 pages.

Part 1 is pages 1-149, Agenda items A-J, 1-12.

Part 2 is pages 150-278, Agenda items K-R

Agenda is attached to both halves.

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

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

What gets published in Council packets as Correspondence?

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

What does not get published in Council packets as Correspondence?

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

More information about items not subject to publication:

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

Suggestions concerning correspondence:

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



AGENDA ITEM 13

City Council Meeting Date: 10/21/26

CITY COUNCIL COMMUNICATION FORM

FROM: Chief of Police Hayden

DATE: 10/14/26

ITEM: Ordinance 1242, second reading on 10/21/26

ACTION: Repealing and reenacting Cordova Municipal Code Chapter 8.04, Animals, and amending CMC 1.28.085(c)

☒ Ordinance
☐ Resolution

☐ Motion
☐ Information

I. REQUEST OR ISSUE: Repealing and Reenacting Cordova Municipal Code Chapter 8.04, Animals, and Amending CMC 1.28.085(c), to properly address newly identified issues involving domestic animals.

II. RECOMMENDED ACTION: Staff has prepared the following motion for City Council to open this agenda item for discussion: “I move to approve ordinance 1242, an ordinance of the City Council of the City of Cordova, Alaska, Repealing and Reenacting Cordova Municipal Code Chapter 8.04, Animals, and Amending CMC 1.28.085(c), minor offense fine schedule, to modernize animal control, impoundment, bite and attack response, potentially dangerous and vicious dog procedures, quarantine, humane disposition, enforcement, and penalties”.

III. BACKGROUND: Over the course of the last several years, the Cordova Police Department has responded to reports of “Dog Bites” at an increased frequency. Through a review of these events, officer response and outcomes, it has been determined that while current CMC addresses “One-off Events,” it does not address repeat occurrences of the same dog biting/attacking persons or other animals.

Current CMC as written does not allow the Cordova Police Department to impound an animal after a violation (Bite/Attack) if the owner can be immediately identified or is on scene. Because a citation does not equate to an impoundment, repeat violators (Dogs & Owners) aren’t held to the same standard as owners of animals that are impounded when at large, where after the third impoundment, the animal is forfeited.

Currently, as written, CMC requires a “Vicious dog/s” to be secured with a muzzle when confined to a building or secure enclosure and the owner to have posted signage at the entrance to any premises where the dog is kept that warns the public of the dog’s vicious nature. The current CMC does not include a muzzle requirement for “Vicious dogs” in public (on leash or off) when not confined to private property. The code section now includes a definition of a muzzle for clarity. Ordinance 1242 will address these issues as well as update Title 8 to address modern Animal Control within the City of Cordova.

This ordinance was approved by City Council at first reading on October 7, 2026. However, Council members asked that a redline version of the ordinance showing the exact changes from the current city code be prepared and available in the packet for the public hearing and second reading on October 21, 2026. That redline version is attached herein, after the ordinance.

IV. FISCAL IMPACTS: The City of Cordova could be litigated against and potentially found responsible for damages due to knowledge of the prior written code omissions, and not addressing code re-writes in a prompt manner upon receipt of that knowledge.

V. SUMMARY AND ALTERNATIVES: Council can knowingly and without fault choose not to adopt Ordinance 1242. In doing so, even after having been advised that the current Cordova Municipal Code does not give the Cordova Police Department the appropriate legal tools to address these issues, the City of Cordova could be exposed to potential liability for not addressing the issue promptly.

**CITY OF CORDOVA, ALASKA
ORDINANCE 1242**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
REPEALING AND REENACTING CORDOVA MUNICIPAL CODE CHAPTER 8.04,
ANIMALS, AND AMENDING CMC 1.28.085(C), MINOR OFFENSE FINE SCHEDULE, TO
MODERNIZE ANIMAL CONTROL, IMPOUNDMENT, BITE AND ATTACK RESPONSE,
POTENTIALLY DANGEROUS AND VICIOUS DOG PROCEDURES, QUARANTINE,
HUMANE DISPOSITION, ENFORCEMENT, AND PENALTIES**

WHEREAS, the City of Cordova has authority under its home rule powers and applicable Alaska law to adopt and enforce ordinances for the protection of public health, safety, and welfare; and

WHEREAS, the City Council finds that the existing animal-control provisions should be modernized while preserving established Cordova terminology and substantive requirements that remain appropriate, including the existing term “vicious dog,” and while adding clear procedures for animal restraint, licensing, bites and attacks, impoundment, quarantine, owner responsibilities, potentially dangerous dogs, vicious dogs, administrative review, and humane disposition; and

WHEREAS, the City Council further finds that public safety is best served by distinguishing ordinary animal-control violations from conduct involving unprovoked attacks, serious injury, quarantine violations, vicious dogs, obstruction, and unauthorized removal of impounded animals; and

WHEREAS, AS 29.25.070 authorizes municipalities to prescribe penalties for ordinance violations and, for violations that cannot result in incarceration or loss of a valuable license, to establish scheduled fines that may be disposed of without court appearance, subject to applicable limitations of state law; and

WHEREAS, Animal rabies vaccination, quarantine, testing, and disease-control requirements must remain consistent with applicable State of Alaska law and regulation, including 7 AAC 27.022, as amended; and

WHEREAS, this ordinance provides officers, animal-control personnel, animal owners, the courts, and the public with clear and enforceable standards while preserving procedural due process,

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

Section 1. This ordinance is of a general and permanent nature and Sections 2 and 3 of this ordinance shall become part of the Cordova Municipal Code.

Section 2. Cordova Municipal Code 8.04 “Animals”, is repealed and reenacted as follows:

CHAPTER 8.04 – ANIMALS

8.04.010 – Definitions.

For purposes of this chapter, unless the context clearly requires otherwise:

- A. “Animal” means any domestic or domesticated vertebrate animal kept, possessed, harbored, maintained, or cared for by a person. The term does not include a human being or free-ranging wildlife unless specifically provided otherwise in this chapter.

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- B. “Animal control officer” means the chief animal control officer, a deputy animal control officer, a police officer, or another employee or agent of the city lawfully authorized to enforce this chapter.
- C. “Animal shelter” means any premises designated or approved by the city as an “animal shelter” and for the impoundment, quarantine, safekeeping, housing, treatment, adoption, or other lawful disposition of animals.
- D. “At large” means an animal that is off the premises of its owner and is not under restraint or otherwise under the immediate effective control of a person legally responsible for the animal.
- E. “Cat” means a domestic or domesticated member of the family Felidae.
- F. “Chief animal control officer” means the person appointed or designated by the city manager to administer and enforce this chapter. Unless another person is specifically appointed, the chief of police or the chief’s designee may perform the functions assigned to the chief animal control officer.
- G. “Potentially dangerous dog” means a dog that, without provocation, engages in aggressive conduct that presents a substantial risk of injury but has not met the definition of a vicious dog, including repeatedly chasing or approaching a person or domestic animal in a threatening manner, lunging, snapping, attempting to bite or attack, or repeatedly escaping restraint while displaying aggressive behavior. A dog shall not be classified as “potentially dangerous” solely because of breed, appearance, size, or generalized characteristics associated with a breed or type.
- H. “Direct control” means immediate physical restraint by leash, lead, enclosure, vehicle, or other means sufficient to prevent the animal from leaving the control of the responsible person.
- I. “Dog” means any domestic or domesticated member of the family Canidae.
- J. “Euthanize or euthanasia” means causing the death of an animal by a humane method permitted by applicable law and accepted veterinary practice.
- K. “Harbor or harboring” means keeping, maintaining, sheltering, feeding, or otherwise providing regular care for an animal, or permitting an animal to regularly remain or return to premises controlled by the person.
- L. “Impound or impoundment” means taking an animal into lawful custody and placing it in the animal shelter, veterinary facility, quarantine location, foster placement, or other location approved by the city.
- M. “Intact” means an animal that has not been surgically sterilized.
- N. “Leash” means a cord, strap, chain, lead, or similar device of sufficient strength and condition to maintain effective physical control of an animal.
- O. “Muzzle” means a properly fitted leather or humane wire restraint that fits over the dog’s nose and jaws to prevent it from biting.
- P. “Owner” means a person who owns, possesses, keeps, harbors, maintains, has custody or control of, or knowingly permits an animal to remain regularly on premises occupied or controlled by that person. Ownership may be established by licensing records, veterinary records, microchip information, purchase or adoption records, statements, possession, care, custody, or other reliable evidence.
- Q. “Vicious dog” means a dog that bites or attacks a human being or an animal without provocation as specifically determined by the city. For purposes of administration under this chapter, a dog meeting this definition may be subject to the notice, hearing, restraint, impoundment, release, and disposition procedures established in Sections 8.04.155 through 8.04.175.
- R. “Provocation” means conduct that would reasonably be expected to cause a normal animal to defend itself, its offspring, its owner, or another person from an actual or reasonably perceived immediate threat. Provocation does not include ordinary lawful movement, approaching an

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animal in a public place, or the mere presence of another person or animal. The determination of what constitutes “provocation” for purposes of this definition is determined solely by the city.

- S. “Quarantine” means confinement, isolation, observation, testing, or other disease-control measures required or approved by a governmental public-health authority or authorized veterinarian.
- T. “Rabies vaccination” means vaccination against rabies in accordance with applicable State of Alaska requirements.
- U. “Restrained or restraint” means maintaining an animal: (1) on the owner's premises within a secure structure, enclosure, fenced area, lawful tethering system, or other means reasonably sufficient to prevent escape; (2) on a leash under the control of a responsible person; (3) within an enclosed vehicle; (4) within a kennel, crate, carrier, or other suitable container; or (5) under another form of direct control specifically approved under this chapter.
- V. “Sanitation condition” means a condition in which animal feces, biological excretions, including but not limited hair, fur, feces, urine, and dead animals, are present and create an unsanitary environment.
- W. “Secure enclosure” means an enclosure designed, constructed, maintained, and secured so that an animal confined within it cannot escape, cannot readily reach a person or animal outside the enclosure, and cannot be released by an unauthorized person. An electronic or invisible fence alone is not a secure enclosure for a vicious dog.
- X. “Serious physical injury” means physical injury to a person or animal involving substantial risk of death, significant blood loss, substantial disfigurement, fracture, deep or multiple wounds, impairment of a bodily function, surgery, hospitalization, substantial veterinary treatment beyond routine first aid, or an injury of comparable severity.
- Y. “Sterile” means rendered incapable of reproduction by surgical procedure or another medically accepted permanent method.
- Z. “Veterinarian” means a veterinarian licensed or otherwise lawfully authorized to practice veterinary medicine in the State of Alaska.

8.04.020 - Fees and charges.

- A. Except as otherwise provided in this chapter, fees and charges imposed under this chapter shall be established by resolution of the city council and may include:
 - 1. Dog licensing fees
 - 2. Replacement license-tag fees
 - 3. Impound fees
 - 4. Daily boarding or care fees
 - 5. After-hours release fees
 - 6. Quarantine expenses
 - 7. Veterinary expenses
 - 8. Vaccination expenses
 - 9. Microchip or identification expenses
 - 10. Vicious-dog registration fees
 - 11. Inspection or reinspection fees
 - 12. Adoption fees
 - 13. Other actual and reasonable costs incurred by the city for the care, control, transportation, treatment, confinement, or lawful disposition of an animal
- B. The council may establish progressively higher impound fees for repeated violations.
- C. A higher fee for a repeated impound does not by itself make an animal nonredeemable.

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D. Extraordinary expenses reasonably incurred by the city because of an animal's medical condition, behavior, special confinement needs, quarantine requirements, or other circumstances may be charged to the owner as provided by law.

8.04.030 - Administration; animal control officers; powers and duties.

- A. The city manager shall designate a chief animal control officer to administer and enforce this chapter.
- B. The city manager, chief of police, or chief animal control officer may designate police officers, city employees, contractors, or other authorized persons to perform animal-control duties consistent with applicable law.
- C. An animal control officer may:
 - 1. Investigate violations of this chapter
 - 2. Issue warnings, summonses, citations, and notices authorized by law
 - 3. Capture and impound animals as authorized by this chapter
 - 4. Conduct or arrange welfare and compliance inspections when lawfully authorized
 - 5. Collect photographs, video, witness statements, veterinary records, licensing information, and other evidence relevant to an investigation
 - 6. Order temporary safety precautions pending final disposition of an animal-control matter
 - 7. Obtain veterinary care reasonably necessary to protect an animal's health or public safety
 - 8. Enforce quarantine and disease-control requirements
 - 9. Return animals to their owners when authorized by this chapter
 - 10. Designate an animal as potentially dangerous or dangerous
 - 11. Enforce release conditions imposed under this chapter
 - 12. Take other lawful actions reasonably necessary to enforce this chapter
- D. Nothing in this chapter authorizes entry into a constitutionally protected area without consent, a warrant, exigent circumstances, or other lawful authority.
- E. If the city contracts with a private person or entity to operate an animal shelter, only those governmental powers that may lawfully be delegated may be delegated to the contractor.

8.04.040 - Dog license required.

- A. A person may not own, harbor, possess, or have custody of a dog six months of age or older within the city unless the dog has a current dog license issued by the City of Cordova, except as provided in subsection B of this section.
- B. A dog currently licensed by another governmental entity and temporarily present within the city for fewer than 30 consecutive days is exempt from the city licensing requirement unless the dog is designated dangerous or potentially dangerous under this chapter.
- C. A license application shall contain information required by the city, including the owner's identifying and contact information; the dog's name, breed or type if known, color, identifying markings, approximate age, sex, sterilization status, current rabies-vaccination information, microchip number or other permanent identification if any, and any designation or restriction imposed under this chapter.
- D. The city shall not issue a regular dog license unless applicable rabies-vaccination requirements have been met.
- E. The city may refuse to issue or renew a license when an owner is not compliant with the requirements of this chapter, including but not limited to vicious-dog registration requirements.

8.04.050 - Dog license tag; display and identification.

- A. The city shall issue an identification tag or other approved license identifier for each licensed dog.

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- B. Except when the dog is indoors, participating in an activity for which removal is reasonably necessary, or when removal is medically necessary, the license tag shall be attached to the dog's collar or harness.
- C. A microchip does not replace the licensing requirement but may serve as supplemental permanent identification.

8.04.060 - Replacement license tag.

The owner of a licensed dog shall obtain a replacement tag or other approved identifier when the original is lost, destroyed, or rendered unreadable.

8.04.070 - License not transferable; change of ownership.

- A. A license issued for one animal may not be transferred to another animal.
- B. Upon transfer of ownership of a licensed dog, the new owner shall update the registration information with the city within fifteen days.

8.04.080 - Provisional license.

- A. If a dog owner is temporarily unable to obtain a required rabies vaccination because no authorized provider is reasonably available in Cordova, the city may issue a provisional dog license to the extent permitted by applicable state law.
- B. A provisional license may be valid for a period not exceeding 90 days.
- C. The dog owner shall obtain the required vaccination as soon as reasonably practicable and before expiration of the provisional license unless otherwise authorized by applicable state law.
- D. A provisional license does not exempt an animal from quarantine, disease-control, or vicious-dog requirements.

8.04.090 - Licensing and animal-control records.

- A. The owner of a dog shall retain proof of current licensing and rabies vaccination required by this chapter and shall produce such documentation upon request by the city.

8.04.100 - Control and confinement of dogs.

- A. Except as provided in subsection B, an owner shall restrain a dog while the dog is outside the owner's premises.
- B. Within the UR unrestricted zoning district, a dog need not be continuously leashed or enclosed while off the owner's premises if the dog remains under the immediate effective control of a responsible person; does not enter private property without permission; does not interfere with the lawful use of public property; does not chase, threaten, attack, or harass a person or animal; does not chase vehicles; and is not subject to a more restrictive requirement under this chapter. The UR zoning exception does not apply to a potentially dangerous or vicious dog.
- C. A dog owner shall maintain structures, kennels, pens, yards, and other areas used to keep a dog, in a sanitary condition reasonably free from accumulated animal waste and objectionable odor.
- D. The owner of an intact female dog in heat shall confine the dog in a manner reasonably sufficient to prevent uncontrolled breeding.
- E. An owner shall prevent the owner's dog from:
 - 1. Biting or attacking a person
 - 2. Attacking another domestic animal
 - 3. Chasing, threatening, or aggressively confronting pedestrians, bicyclists, or other lawful passersby
 - 4. Chasing vehicles
 - 5. Damaging public or private property

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6. Repeatedly entering another person's property without permission
 7. Creating continuous or repeated noise
 8. Depositing feces on property other than the owner's property without the person responsible for the animal promptly removing the waste
 9. Otherwise creating a substantial threat to public safety
- F. For purposes of subsection E(7), continuous barking, whining, howling, or similar noise for 15 minutes or longer constitutes a rebuttable presumption of unreasonable animal noise, but shorter repeated periods may also constitute a violation based upon frequency, time of day, duration, and surrounding circumstances.
- G. No person other than the dog owner, a person authorized by the owner, or an officer acting within lawful authority, may knowingly release a dog from lawful restraint or confinement, except when reasonably necessary to prevent imminent death or serious injury.

8.04.110 - Control and confinement of cats.

- A. A cat owner shall exercise reasonable control over a cat and shall not knowingly permit the cat to:
1. Attack a person or another domestic animal
 2. Repeatedly enter another person's dwelling or enclosed structure without permission
 3. Repeatedly damage public or private property
 4. Create an unreasonable sanitation condition or nuisance
 5. Engage in conduct presenting a substantial threat to public health or safety
- B. A cat owner shall maintain structures, pens, yards, litter areas, and other areas in which cats are kept in a reasonably sanitary condition.
- C. An owner of an intact female cat in heat shall take reasonable measures to prevent uncontrolled breeding.
- D. A cat may be impounded when the cat is injured, ill, abandoned, or in apparent distress; creates an immediate public-safety or public-health hazard; has attacked a person or another domestic animal; the owner cannot reasonably be identified or located and impoundment is necessary for the cat's welfare; the cat is subject to quarantine; or impoundment is otherwise authorized under this chapter.

8.04.120 - Control of other domestic animals.

- A. An owner of livestock or another domestic animal other than a dog or cat shall not knowingly permit the animal to roam unrestrained.
- B. The animal owner shall maintain areas where such animals are kept in a reasonably sanitary condition.

8.04.130 - Disease control and rabies.

- A. An animal owner shall cause an animal to be vaccinated against rabies when vaccination is required by state law or regulation.
- B. An animal owner shall produce lawful proof of vaccination when requested by an officer.
- C. Animal bites or other potential rabies exposures shall be reported when required by state law or regulation. An owner whose animal bites a person shall promptly provide identifying and vaccination information to the investigating officer.
- D. An animal subject to rabies confinement, observation, testing, quarantine, revaccination, euthanasia, or other disease-control measures shall be handled in accordance with applicable State of Alaska law.

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- E. An animal owner shall produce an animal for lawful quarantine, observation, testing, veterinary examination, or other disease-control action when ordered by an authorized officer or public-health authority.
- F. No person may knowingly remove, conceal, transfer, release, or destroy an animal subject to a lawful quarantine or disease-control order without authorization from the applicable governmental authority, except when emergency veterinary treatment is immediately necessary to preserve life and notification to the governmental authority is made as soon as practicable.
- G. The animal owner is responsible for all costs of quarantine, veterinary examination, testing, transportation, confinement, vaccination, or other care attributable to the owner's animal, except when otherwise required by law.

8.04.135 - Animal bites and attacks; duties following incident.

- A. The owner or person having custody of an animal involved in a bite or attack shall, when reasonably possible:
 - 1. Immediately obtain control of the animal
 - 2. Prevent additional contact between the animal and the victim
 - 3. Provide the owner's name, address, and contact information to the victim or investigating officer
 - 4. Provide licensing and rabies-vaccination information upon request
 - 5. Remain at or return to the scene when directed by an officer
 - 6. Cooperate with reasonable efforts to identify and locate the animal
 - 7. Produce the animal for quarantine or examination when lawfully required
 - 8. Comply with temporary safety restrictions lawfully imposed under this chapter
- B. A person shall promptly report to the Cordova Police Department an animal attack that results in injury to a person; results in serious physical injury or death of another domestic animal; involves an animal already designated potentially dangerous or dangerous; creates a continuing immediate threat to public safety; or may involve rabies or another communicable disease.
- C. An investigating officer may photograph injuries, the involved animal, relevant locations, damaged property, and other evidence and may request veterinary or medical documentation reasonably related to the investigation.
- D. Nothing in this section requires a person to place themselves in danger in order to restrain an animal.

8.04.140 - Impoundment.

- A. An animal control officer may impound an animal when the officer has probable cause or other lawful grounds to believe any of the following:
 - 1. The animal is at large in violation of this chapter and cannot safely or reasonably be returned to the owner
 - 2. The owner is unknown, unavailable, unwilling, or unable to immediately assume safe custody
 - 3. The animal has bitten or attacked a person
 - 4. The animal has attacked or seriously injured another domestic animal
 - 5. The animal is potentially dangerous or dangerous
 - 6. The animal presents an immediate threat to public safety
 - 7. The animal is injured, ill, abandoned, neglected, or in apparent distress and impoundment is reasonably necessary for its protection
 - 8. The animal is subject to quarantine, testing, or another disease-control requirement
 - 9. The animal is being held as evidence when authorized by law

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10. The owner has failed to comply with a lawful release condition or vicious-dog restriction and impoundment is necessary to protect public safety
 11. Impoundment is otherwise authorized by law
- B. For an ordinary violation not involving an attack, bite, quarantine, vicious-dog investigation, animal-welfare emergency, evidentiary hold, or continuing public-safety risk, an officer may return the animal directly to the owner and issue a warning or citation in lieu of impoundment. Nothing in this subsection requires an officer to return an animal when the officer believes impoundment is necessary for public safety, investigation, quarantine, or the welfare of the animal.
 - C. An animal may be held and shall not be released when a quarantine or public-health order requires continued confinement; the animal is being lawfully held as evidence; a vicious-dog investigation is pending and the chief animal control officer determines release would create a substantial risk to public safety; a final order requires continued impoundment; or another law prohibits release.
 - D. The chief animal control officer or designee may authorize temporary release of an animal pending investigation subject to conditions reasonably necessary to protect public safety, including secure confinement, leash requirements, muzzle requirements, separation from specified persons or animals, prohibition on transfer or removal from the city, veterinary examination, rabies vaccination when legally permissible, microchipping or other identification, and inspection of the proposed confinement location.
 - E. An officer may use any reasonable means necessary to capture, transport, control, and impound an animal, including but not limited to the use of catch poles, kennels, cable loops, and if necessary to protect life or property, tranquilization.

8.04.145 - Notice of impoundment.

- A. When the identity of the owner is known or can reasonably be determined, the city shall attempt to provide notice of impoundment as soon as reasonably practicable and no more than 72 hours after impoundment.
- B. Notice may be provided in-person, by telephone, electronic communication, first-class mail, certified mail when appropriate, or another method reasonably calculated to notify the owner.
- C. Written notice shall include, when applicable, a description of the animal; date, time, and general location of impoundment; reason for impoundment; applicable ordinance provisions; location where the animal is being held; known fees and charges; requirements for release; whether the animal is being investigated for designation as potentially dangerous or dangerous; whether release is temporarily prohibited; the deadline to request a hearing when hearing rights apply; the consequences of failing to redeem the animal; and city contact information.
- D. Failure to actually receive notice does not invalidate otherwise lawful action when the city has made reasonable efforts to notify the owner at the owner's last known contact information.

8.04.150 - Redemption and release from impoundment.

- A. Except when release is prohibited under this chapter, an owner or authorized agent may redeem an impounded animal after establishing ownership or authority to receive the animal; providing government-issued identification when reasonably required; paying or making approved arrangements for applicable fees and charges; obtaining any license required by this chapter; providing proof of required rabies vaccination or complying with vaccination requirements under state and local law; and complying with any reasonable release conditions applicable to the animal.

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- B. An impounded animal may be released only by the chief animal control officer, the chief of police, or a person specifically designated by either of these officials, or an animal-shelter employee or contractor acting in compliance with established city procedures. A person without such authority may not release or remove an impounded animal.
- C. When reasonably related to the circumstances that caused the impoundment or to documented safety concerns, release may be conditioned upon repair or improvement of fencing or confinement; use of a leash; use of a properly fitted muzzle; secure enclosure; updated licensing; rabies vaccination; microchipping or permanent identification; veterinary examination; separation from specified animals; owner education or responsible-animal-ownership training; inspection of the proposed confinement location; compliance with a vicious-dog order; or another reasonable condition directly related to preventing recurrence of the conduct that caused impoundment.
- D. Repeated impoundments may result in increased fees, additional release conditions, citations, or consideration of whether the animal should be designated potentially dangerous or dangerous. No animal shall automatically become forfeited solely because it has previously been impounded a specified number of times.
- E. A person other than the registered or documented owner may receive an impounded animal only upon presentation of written authorization satisfactory to the city or other reliable proof of lawful authority. The city may require notarized authorization when circumstances reasonably warrant verification.

8.04.155 - Potentially dangerous and vicious dog designation.

- A. Following a qualifying incident involving a dog, the chief animal control officer or designee may investigate whether the dog should be classified as potentially dangerous or vicious under this chapter.
- B. The determination may consider officer observations; photographs and video; witness statements; medical and veterinary records; the nature and location of injuries; circumstances preceding the incident; evidence of provocation; whether the dog was lawfully confined; prior documented incidents, warnings, citations, or impoundments; prior safety restrictions; behavior of the dog during and after the incident; professional veterinary or behavioral assessments; and other reliable evidence relevant to the incident and future risk.
- C. A dog may be classified as potentially dangerous upon a finding by a preponderance of the evidence that the dog meets the definition of a potentially dangerous dog in Section 8.04.010.
- D. A dog may be classified as a vicious dog upon a finding by a preponderance of the evidence that the dog meets the definition of a vicious dog in Section 8.04.010.
- E. A dog shall not be classified as potentially dangerous or vicious solely because the dog responded to substantial provocation; defended itself from an unlawful attack; protected a person from an actual unlawful attack; responded reasonably while the injured person was committing or attempting to commit a crime against the owner or upon the owner's premises; responded to unlawful abuse, torment, or attack; responded proportionately after another animal initiated the attack; or was a police or other government working dog acting under lawful command in the performance of official duties.
- F. The owner shall receive written notice of a proposed classification stating the proposed classification; the conduct forming the basis of the classification; restrictions that will apply; whether the dog will remain impounded; fees or costs then due; the owner's right to request a hearing; and the deadline and procedure for requesting a hearing.

8.04.160 - Restrictions on potentially dangerous and vicious dogs.

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- A. The owner of a potentially dangerous dog shall comply with restrictions stated in the classification order. Restrictions may include leash requirements; secure confinement; a properly fitted humane muzzle when reasonably necessary; microchip identification; warning signage; inspection and approval of the confinement area; responsible-animal-ownership or behavioral training; veterinary or behavioral evaluation; separation from specified persons or animals; prompt reporting of escape; inspection of licensing and vaccination documentation, and other restrictions reasonably related to preventing recurrence.
- B. In addition to the control requirements otherwise imposed by this chapter, the owner of a vicious dog shall at all times confine the dog in a building or secure enclosure, or maintain the dog under direct physical control with safeguards, including a properly fitted humane muzzle when required, sufficient to prevent the dog from injuring persons, animals, or property. The owner shall post a conspicuous warning sign at the entrance to premises where the vicious dog is kept. Unless otherwise specifically authorized by a final order, the owner of a vicious dog shall also:
1. Maintain a current city dog license and any vicious-dog registration required by the final order or fee schedule
 2. Maintain current rabies vaccination as required by law
 3. Ensure the animal is permanently identified by microchip unless medically contraindicated
 4. Keep the animal within a building or secure enclosure when on the owner's premises and not under immediate physical control
 5. Keep the animal on a secure leash controlled by a responsible adult whenever the animal is off the owner's premises
 6. Use a muzzle whenever the animal is off the owner's premises unless the final order specifically finds a muzzle unnecessary
 7. Post conspicuous warning signage at the primary entrance to premises where the animal is regularly kept
 8. Prevent the animal from being left unattended in a manner allowing access to members of the public
 9. Immediately report an escape or unauthorized release to the Cordova Police Department
 10. Notify the city before transferring ownership or permanently relocating the animal
 11. Provide the city with the new owner's identifying and contact information before any authorized transfer
 12. Notify the city if the animal dies
 13. Comply with all additional requirements stated in the final potentially dangerous or vicious-dog order
- C. Before release of a dog classified as vicious, the city may inspect the proposed confinement arrangement with the owner's consent, a warrant, or other lawful authority to determine compliance with the final order.
- D. A vicious dog may not be sold, given away, transferred, or permanently removed from the city for the purpose of avoiding restrictions imposed under this chapter. A lawful transfer approved under this chapter does not relieve the owner of any duty to provide required notice or records.
- E. A vicious dog found at large or maintained in material violation of a final order may be immediately impounded as provided in Section 8.04.140.

8.04.165 - Administrative hearing and appeal.

- A. The owner of a dog classified as a potentially dangerous-dog or a vicious-dog may request an administrative hearing to challenge a potentially dangerous-dog classification; a vicious-dog

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classification; continued impoundment pending classification; conditions imposed as part of a classification or release order; or a determination that an animal is not eligible for release.

- B. A request for hearing shall be submitted in writing to the city within seven calendar days after personal service or receipt of written notice. The city manager may accept a late request upon a showing of good cause. The request for the hearing shall specify the reasons for the hearing.
- C. The hearing shall be conducted by a qualified hearing officer designated by the city manager who did not personally make the determination being appealed.
- D. The city shall schedule the hearing as soon as reasonably practicable, ordinarily within 10 business days after receiving a timely request, unless the parties agree to another date, additional time is reasonably necessary to obtain material evidence, a quarantine controls the animal's status, or the hearing officer determines good cause otherwise exists for a continuance.
- E. The hearing need not comply with formal rules of evidence. Each party may present testimony; documents, photographs, video, medical or veterinary records, and other relevant evidence; present witnesses; question opposing witnesses through procedures established by the hearing officer; and be represented by counsel at the party's own expense.
- F. The city bears the burden of establishing a potentially dangerous-dog or vicious-dog classification by a preponderance of the evidence.
- G. The animal may remain impounded pending the hearing when the chief animal control officer reasonably determines that release would create a substantial risk to public safety, violate a quarantine requirement, interfere with a lawful evidentiary hold, or otherwise be prohibited by law. The city may authorize conditional release pending hearing when the city determines adequate safeguards can reasonably protect public safety.
- H. The hearing officer shall issue a written decision stating findings of material fact; the determination; restrictions, if any; whether the animal may be released; costs or fees for which the dog owner is responsible; and further appeal rights available under applicable law.
- I. If the hearing officer determines that an animal was improperly impounded or that continued impoundment was not reasonably justified, the city shall waive impound or boarding charges attributable to the improper portion of the impoundment.
- J. The hearing officer's decision constitutes the final administrative decision of the city unless another administrative review is expressly required by law. Judicial review may be sought as provided by applicable Alaska law and rules of court.

8.04.170 - Abandoned, surrendered, and unclaimed animals.

- A. Except for an animal subject to quarantine, evidentiary hold, potentially dangerous- or vicious-dog proceeding, court order, or another legal restriction, an impounded animal may be deemed abandoned if the owner does not redeem the animal within five business days after legally sufficient notice of impoundment.
- B. When the owner is unknown, the city shall make reasonable efforts consistent with available resources to identify the owner, including examination for tags or microchip information when practicable.
- C. An owner may voluntarily surrender an animal to the city using a form approved by the city. A surrender transfers to the city all ownership interest necessary to permit lawful placement, adoption, transfer, veterinary treatment, or euthanasia of the animal.
- D. The voluntary surrender of an animal does not transfer ownership to the City for the purpose of avoiding quarantine, investigation, a potentially dangerous- or vicious-dog proceeding, a court order, or any legal responsibility arising from a bite or attack unless expressly permitted by the chief animal officer.

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- E. A person may not knowingly surrender an animal belonging to another person without lawful authority.

8.04.175 - Disposition, adoption, transfer, and euthanasia.

- A. The city may place an abandoned or lawfully surrendered animal for adoption or transfer when the city determines that the animal is suitable for placement, is not subject to quarantine or evidentiary hold, and placement is otherwise lawful.
- B. A dog finally classified as vicious shall not be placed for ordinary adoption unless the classification has been rescinded or a final disposition order authorizes transfer to an appropriately qualified rescue, sanctuary, facility, or person capable of complying with all restrictions imposed under this chapter and applicable law.
- C. The city may obtain emergency or reasonably necessary veterinary examination, treatment, medication, quarantine, testing, or other care for an impounded animal. When practicable, nonemergency treatment decisions shall consider the animal's condition, prognosis, ownership status, public-health requirements, and lawful disposition status.
- D. An animal may be humanely euthanized only when: (1) a licensed veterinarian determines that immediate euthanasia is reasonably necessary to prevent substantial and unnecessary suffering; (2) a licensed veterinarian determines that the animal has injuries or disease incompatible with humane continued survival; (3) euthanasia, destruction, or testing is required or authorized by controlling public-health law or regulation, including applicable rabies-control requirements; (4) the owner lawfully surrenders the animal and requests euthanasia, provided the animal is not subject to quarantine, evidentiary hold, court order, or a pending potentially dangerous- or vicious-dog proceeding that legally prevents disposition; (5) a final administrative or judicial disposition order authorizes euthanasia of a vicious dog after all timely hearing and appeal rights have expired or been exhausted; or (6) the animal has become abandoned or unclaimed under this chapter, cannot lawfully or safely be placed, reasonable placement efforts appropriate to the circumstances have been unsuccessful, and the city manager or designee determines in writing that continued confinement is no longer reasonably humane or practicable.
- E. In determining whether euthanasia is an appropriate final disposition of a vicious dog, the hearing officer or court, as applicable, shall consider the severity and circumstances of the incident; whether death or serious physical injury occurred; prior attacks or documented aggressive incidents; prior violations of restrictions or orders; evidence of provocation; the likelihood of future serious injury; whether secure confinement and enforceable restrictions can reasonably control the risk; veterinary or qualified behavioral evidence; the owner's history of compliance; the availability of a qualified lawful alternative placement; and other relevant public-safety and animal-welfare considerations.
- F. Except for emergency veterinary euthanasia under subsection D(1) or D(2), euthanasia or testing required or authorized by controlling public-health law under subsection D(3), or action otherwise lawfully necessary to stop an animal presenting an immediate threat of death or serious physical injury, the city shall not euthanize an owned animal while a timely administrative hearing or judicial appeal concerning the proposed disposition is pending. Nonemergency euthanasia shall be authorized in writing by the city manager or designee after verification that all applicable notice, hearing, quarantine, evidentiary-hold, and appeal requirements have been satisfied. When the owner is known, the city shall provide reasonable notice of the final disposition. The city shall document the identity of the animal, the legal and factual basis for euthanasia, authorizing person, date and time, method, person or veterinarian performing the procedure, any specimens retained for public-health or evidentiary purposes, and disposition of the remains. Remains shall be released to the owner when lawful and requested within the period

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established by city procedure, or otherwise disposed of humanely and lawfully. Reasonable veterinary, testing, euthanasia, cremation or disposal, boarding, and related costs may be assessed to the owner when authorized by law. Nothing in this section limits otherwise lawful action by an officer to protect a person from an immediate threat of death or serious physical injury.

8.04.180 - Prohibited conduct.

No person may knowingly:

- A. Make, use, possess, alter, or present a stolen, counterfeit, forged, or materially falsified animal license, license tag, rabies-vaccination certificate, microchip record, veterinary record, or other document required under this chapter
- B. Interfere with, obstruct, hinder, threaten, or prevent an animal control officer from lawfully performing duties under this chapter; provided that constitutionally protected speech, refusal to consent to a search, and other lawful conduct do not constitute interference
- C. Release or remove an animal from lawful impoundment without authorization
- D. Conceal or relocate an animal for the purpose of preventing lawful impoundment, quarantine, investigation, or enforcement
- E. Violate a lawful quarantine or disease-control order
- F. Violate a final potentially dangerous-dog or vicious-dog order
- G. Fail to produce an animal when lawfully required for quarantine, examination, or enforcement
- H. Provide materially false ownership, vaccination, or identification information during an animal-control investigation
- I. Remove or alter a warning sign or identification required for a vicious dog without authorization
- J. Transfer a vicious dog in violation of this chapter
- K. Otherwise knowingly violate a requirement imposed by this chapter

8.04.185 - Vehicle collision involving injury to animal.

- A. A driver of a vehicle involved in a collision resulting in apparent injury to a domestic animal shall promptly notify the Cordova Police Department; provide the location of the collision; provide a description of the animal and apparent injuries; and provide identifying information reasonably requested by the responding officer.
- B. Nothing in this section requires a person to approach or handle an injured animal.

8.04.195 - Regulation of trapping.

- A. No person may engage in trapping, except as provided in this section, in the following areas: within the city limits as of February 1993, in the area annexed to the city on or after March 1993 that is directly south, south-west and west of the city limits as of February 1993, and not within the parks and open space zoning district established under Title 18. Within these areas, trapping is permitted:
 - 1. Within an enclosed structure, by, or with the permission of, a person who owns or is in lawful possession of the structure, using traps of any size and type;
 - 2. By employees or governmental units or agencies who, using live-traps, in the course of their duties, are required to trap animals for authorized purposes or specific animal nuisance problems.
- B. No person may engage in trapping, except as provided in this section, within two hundred yards of the right of way of Power Creek Road which is in the area annexed to the city on and after March 1993. Trapping is permitted:
 - 1. Within an enclosed structure, by, or with the permission of, a person who owns or is in lawful possession of the structure, using traps of any size and type;

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2. By employees or governmental units or agencies who, using live-traps, in the course of their duties, are required to trap animals for authorized purposes or specific animal nuisance problems.
- C. No person may engage in trapping, except as provided in this section, in the following areas: in the area annexed to the city on and after March 1993 which is north, north-east, east and south-east of the city limits as of February 1993, but not within two hundred yards of the right of way of Power Creek Road. Within these areas, trapping is permitted:
 1. Within 200 yards of the right-of-way of any publicly maintained road including without limitation the following roads: Copper River Highway, Sheridan Glacier Road, Cabin Lake Road, and the Ibeck Creek dike road, using boxed Conibears no larger than one hundred twenty, and completely submerged traps of any size and type.
 2. More than 200 yards from the right-of-way of any publicly maintained road, using traps of any size and type.
- D. Any traps deemed unsafe or illegal by a city police officer may be removed by these officials. The officials shall attempt to notify the owner of the trap.

8.04.190 - Violations; citations; penalties; continuing offenses.

- A. A person who violates a provision of this chapter may be issued a warning, citation, summons, notice of violation, or other enforcement process authorized by law.
- B. Unless a lower maximum is expressly provided in this chapter or CMC 1.28.085(C), a person convicted of a violation under this chapter is subject to a \$300 fine.
- C. Except when provisions describe the same conduct and one violation is necessarily included within another, each separate act or omission constitutes a separate offense.
- D. When a provision imposes a continuing duty to correct a condition, each day the violation continues constitutes a separate violation.
- E. When a person commits a violation involving more than one animal, each animal constitutes a separate violation when the prohibited conduct or duty applies separately to each animal.
- F. A fine imposed under this chapter is separate from impound fees, boarding charges, veterinary expenses, quarantine expenses, licensing fees, vicious-dog registration fees, microchip expenses, actual costs incurred by the city, restitution, civil damages, and other lawful fees or obligations.
- G. A citation or conviction is separate from an administrative potentially dangerous-dog or vicious-dog classification. Resolution of a municipal citation does not automatically terminate an administrative animal-control proceeding, although the underlying evidence and disposition may be considered as permitted by law.
- H. A fine or penalty under this chapter shall be based on the person's conduct, the animal's conduct, prior documented violations, and applicable orders, and shall not be increased solely because of the breed or perceived breed of the animal.

8.04.200 - Construction; other law; severability within chapter.

- A. This chapter shall be interpreted consistently with applicable federal and state law.
- B. When state public-health, animal-disease, wildlife, veterinary, or court requirements impose a stricter or controlling requirement, the applicable state or federal requirement controls.
- C. Nothing in this chapter limits a person's civil remedies; criminal or civil enforcement available under state law; the city's authority to address animal cruelty, neglect, nuisance, or public-safety conditions under other applicable law; or emergency action otherwise authorized by law.
- D. If a provision of this chapter conflicts with another city ordinance, the more specific provision controls to the extent of the conflict unless otherwise required by law.

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- E. Remedies and violations under this chapter are in addition to any and all other remedies and violations that may exist under law.

Section 3. Cordova Municipal Code 1.28.085 “Minor Offense Fine Schedule”, is amended to read as follows:

CODE REF.	CODE TITLE	FINE PER DAY	
Property Tax Exemptions and Deferrals			
5.06.020(F)	False application for exemption.	\$1,000.00	
5.06.020(F)	False representation regarding tax exemption or deferral.	\$1,000.00	
5.06.070	Failure to notify assessor of change in ownership, use, or sale.	\$300.00	
Sales Tax			
5.10.330(A)	Buyer or seller knowingly or negligently submitting false information in a document filed with the City	\$500.00	
5.10.330(B)	Seller who knowingly or negligently submits false information in a document filed with the City	\$500.00	
5.10.330(C)	Seller knowingly or negligently falsifies or conceals information related to its business activities with the City	\$500.00	
5.10.330(D)	Person knowingly or negligently provides false information when applying for an exemption	\$500.00	
5.10.330(F)	Seller falsifies or misrepresents any record filed with the City	\$500.00	
5.10.330(G)	Misuse of an exemption card	\$50.00 per misuse	
Business Taxes, Licenses and Regulations			
6.12.020	Alcoholic beverages, requirements for hours of operation.	\$75.00	
6.12.030	Alcoholic beverages, consumption in public.	\$75.00	
6.12.040	Alcoholic beverages, exceptions by use permit.	\$75.00	
6.24.120	Taxi cabs, failure for customer to pay for taxi service.	\$75.00	
6.30.020	Fireworks-Selling without current state permit and proof of insurance.	\$75.00	
6.30.025	Fireworks-Selling to person under age of 18, within 250 feet of a residence or public assembly.	\$75.00	
6.30.030	Fireworks-Discharging or exploding within zoned corporate limits of the city excluding sparklers and caps.	\$75.00	
Animals			
		Level	Fine
8.04.040(A)	Failure to license dog	1st	\$75
8.04.040(A)	Failure to license dog	2nd	\$150
8.04.040(A)	Failure to license dog	3rd/subsequent	\$250
8.04.040(C)	Failure to timely license newly acquired dog	Any	\$75

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<u>8.04.050(B)</u>	<u>Failure to display required dog license identification</u>	<u>Any</u>	<u>\$50</u>
<u>8.04.060</u>	<u>Failure to obtain replacement license identification</u>	<u>Any</u>	<u>\$50</u>
<u>8.04.070(A)</u>	<u>Unauthorized transfer/use of animal license</u>	<u>Any</u>	<u>\$100</u>
<u>8.04.070(B)</u>	<u>Failure to update ownership information</u>	<u>Any</u>	<u>\$75</u>
<u>8.04.090(A)</u>	<u>Failure to produce licensing/vaccination documentation</u>	<u>Any</u>	<u>\$75</u>
<u>8.04.100(A)</u>	<u>Dog at large / failure to restrain</u>	<u>1st</u>	<u>\$100</u>
<u>8.04.100(A)</u>	<u>Dog at large / failure to restrain</u>	<u>2nd</u>	<u>\$200</u>
<u>8.04.100(A)</u>	<u>Dog at large / failure to restrain</u>	<u>3rd/subsequent</u>	<u>\$300</u>
<u>8.04.100(B)</u>	<u>Failure to maintain effective control in UR district</u>	<u>1st</u>	<u>\$100</u>
<u>8.04.100(B)</u>	<u>Failure to maintain effective control in UR district</u>	<u>2nd</u>	<u>\$200</u>
<u>8.04.100(B)</u>	<u>Failure to maintain effective control in UR district</u>	<u>3rd/subsequent</u>	<u>\$300</u>
<u>8.04.100(C)</u>	<u>Unsanitary dog-keeping conditions</u>	<u>1st</u>	<u>\$100</u>
<u>8.04.100(C)</u>	<u>Unsanitary dog-keeping conditions</u>	<u>2nd</u>	<u>\$200</u>
<u>8.04.100(C)</u>	<u>Unsanitary dog-keeping conditions</u>	<u>3rd/subsequent</u>	<u>\$300</u>
<u>8.04.100(D)</u>	<u>Failure to control female dog in heat</u>	<u>Any</u>	<u>\$150</u>
<u>8.04.100(E)(2)</u>	<u>Dog attack on domestic animal - no serious injury</u>	<u>1st</u>	<u>\$300</u>
<u>8.04.100(E)(3)</u>	<u>Dog chasing/threatening/aggressively confronting person</u>	<u>1st</u>	<u>\$200</u>
<u>8.04.100(E)(3)</u>	<u>Dog chasing/threatening/aggressively confronting person</u>	<u>2nd</u>	<u>\$350</u>
<u>8.04.100(E)(4)</u>	<u>Dog chasing vehicle</u>	<u>1st</u>	<u>\$100</u>
<u>8.04.100(E)(4)</u>	<u>Dog chasing vehicle</u>	<u>2nd</u>	<u>\$200</u>
<u>8.04.100(E)(4)</u>	<u>Dog chasing vehicle</u>	<u>3rd/subsequent</u>	<u>\$300</u>
<u>8.04.100(E)(5)</u>	<u>Animal damage to public/private property</u>	<u>Any</u>	<u>\$200</u>
<u>8.04.100(E)(6)</u>	<u>Repeated animal trespass after notice</u>	<u>1st</u>	<u>\$100</u>
<u>8.04.100(E)(6)</u>	<u>Repeated animal trespass after notice</u>	<u>2nd</u>	<u>\$200</u>
<u>8.04.100(E)(6)</u>	<u>Repeated animal trespass after notice</u>	<u>3rd/subsequent</u>	<u>\$300</u>
<u>8.04.100(E)(7)</u>	<u>Unreasonable animal noise</u>	<u>1st</u>	<u>\$75</u>
<u>8.04.100(E)(7)</u>	<u>Unreasonable animal noise</u>	<u>2nd</u>	<u>\$150</u>
<u>8.04.100(E)(7)</u>	<u>Unreasonable animal noise</u>	<u>3rd/subsequent</u>	<u>\$250</u>
<u>8.04.100(E)(8)</u>	<u>Failure to remove animal feces</u>	<u>Any</u>	<u>\$75</u>
<u>8.04.100(G)</u>	<u>Unauthorized release of dog from restraint - non-vicious dog</u>	<u>Any</u>	<u>\$250</u>
<u>8.04.110(A)(1)</u>	<u>Cat attack - no serious injury</u>	<u>Any</u>	<u>\$300</u>
<u>8.04.110(A)(2)-(4)</u>	<u>Cat trespass/property damage/sanitation/nuisance</u>	<u>1st</u>	<u>\$75</u>

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<u>8.04.110(A)(2)-(4)</u>	<u>Cat trespass/property damage/sanitation/nuisance</u>	<u>2nd</u>	<u>\$150</u>
<u>8.04.110(A)(2)-(4)</u>	<u>Cat trespass/property damage/sanitation/nuisance</u>	<u>3rd/subsequent</u>	<u>\$250</u>
<u>8.04.120(A)</u>	<u>Livestock/other domestic animal at large creating hazard</u>	<u>1st</u>	<u>\$150</u>
<u>8.04.120(A)</u>	<u>Livestock/other domestic animal at large creating hazard</u>	<u>2nd</u>	<u>\$300</u>
<u>8.04.130(A)</u>	<u>Failure to maintain required rabies vaccination</u>	<u>1st</u>	<u>\$150</u>
<u>8.04.130(A)</u>	<u>Failure to maintain required rabies vaccination</u>	<u>2nd</u>	<u>\$300</u>
<u>8.04.130(B)</u>	<u>Failure to produce rabies-vaccination documentation</u>	<u>Any</u>	<u>\$100</u>
<u>8.04.135(A)(3)-(4)</u>	<u>Failure to provide owner/licensing/vaccination information after bite/attack</u>	<u>Any</u>	<u>\$250</u>
<u>8.04.160</u>	<u>Failure to Comply with Restrictions on potentially dangerous and vicious dogs</u>	<u>Any</u>	<u>\$500</u>
<u>8.04.170(E)</u>	<u>Knowingly surrendering animal of another without authority</u>	<u>Any</u>	<u>\$500</u>
<u>8.04.180(A)</u>	<u>False/forged/alterd animal-control document</u>	<u>Any</u>	<u>\$500</u>
<u>8.04.180(H)</u>	<u>Knowingly providing materially false ownership/vaccination/identification information</u>	<u>Any</u>	<u>\$500</u>
<u>8.04.180(I)</u>	<u>Unauthorized removal/alteration of vicious-dog warning or identification</u>	<u>Any</u>	<u>\$500</u>
<u>8.04.185</u>	<u>Failure to stop/report collision causing apparent injury to domestic animal</u>	<u>Any</u>	<u>\$250</u>
<u>8.04.195</u>	<u>Violation of regulation of trapping</u>	<u>Any</u>	<u>\$75</u>

Health and Safety

8.04.040	Dog license required	\$75.00
8.04.050	Dog license tag—display	\$75.00
8.04.070	Dog license not transferable	\$75.00
8.04.100	Control and confinement of dogs	\$75.00
8.04.110	Control and confinement of cats	\$75.00
8.04.120	Control of other animals	\$75.00
8.04.130(A)	Disease control—vaccinations	\$75.00
8.04.130(B)	Disease control—proof of vaccination	\$75.00
8.04.130(C)	Disease control—duty to report bites	\$75.00
8.04.130(D)	Disease control—quarantine of animal	\$75.00
8.04.130(E)	Disease control—removal or destruction of animal subject to quarantine	\$75.00
8.04.140(G)	Impoundment— unauthorized removal of impounded animal from animal shelter	\$75.00
8.04.160	Accident involving injury to an animal	\$75.00
8.04.170	Trapping	\$75.00
8.04.180(A)	Prohibitions—stolen or falsified license or document	\$75.00

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8.04.180(B)	Prohibitions— interference with enforcement	\$75.00
8.04.180(C)	Prohibitions— interference with performing duties	\$75.00
8.04.180(D)	Prohibitions—failure to comply with quarantine	\$75.00
8.04.180(E)	Prohibitions—failure to comply with other provision, rule, order or regulation	\$75.00
8.08.010	Creation or maintenance of nuisance prohibited	\$75.00
8.12.010	Violation of air quality standards	\$75.00
8.16.010	Violation of water quality standards	\$75.00
8.16.020	Use of water from roundhouse site.	\$75.00
8.20.030	Transportation of explosives	\$75.00
8.20.040	Storage of explosives	\$75.00
8.20.050	Notice of detonation of explosives	\$75.00
8.20.060	Statutes and regulations incorporated by reference	\$75.00
8.24.010	Materials that may be burned	\$75.00
8.24.020	Restrictions on controlled burns	\$75.00
8.24.040	Notice to fire department required	\$75.00
8.28.020	Prohibited materials	\$75.00
8.28.030	Deposit in receptacle	\$75.00
8.32.040	Transporting litter	\$75.00
8.32.050	Abatement of litter on private property	\$75.00
8.32.060	Distribution of handbills	\$75.00
8.32.070	Posting on public structures prohibited	\$75.00
8.36.020	Deposit—objectionable waste prohibited	\$300.00
8.36.030	Deposit—certain substances prohibited in natural outlet	\$300.00
8.36.040	Private sewage disposal systems	\$300.00
Public Peace, Morals and Welfare		
9.32.010.B.1.	(1) Minor violating curfew;	\$100.00
9.32.010.B.2.	(2) Parent or guardian to knowingly permit minor to violate curfew;	\$100.00
9.32.010.B.3.	(3) Owner, operator or employee of establishment to allow a minor to remain upon the premises while violating curfew.	\$100.00
9.32.020	Possession of tobacco by a minor	\$100.00
Vehicles and Traffic		
10.12.010	Adoption by reference of state statutes and regulations regarding motor vehicle and driving offenses	Corresponding amount in state traffic bail forfeiture schedule
10.16.020	Entering obstructed intersection	\$30.00
10.20.020	Turning violation	\$30.00
10.24.005	Method of parking	\$25.00
10.24.010	Parking outside marked space	\$25.00
10.24.020	Parking beyond time limitation	\$25.00
10.24.025	Parking without required permit	\$25.00
10.24.040	Angle parking required	\$25.00
10.24.050	Loading permit violation	\$25.00
10.24.060	Parking over 24 hours	\$25.00
10.24.070	Parking for prohibited purpose	\$25.00
10.24.080	Parking blocking driveway	\$25.00
10.24.090	Parking on private property without permission	\$25.00
10.24.100	Parking in roadway obstructing traffic	\$25.00
10.24.110	Parking in main-traveled part of highway	\$25.00
10.28.020	Passenger loading zone time limit	\$25.00

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10.28.030	Freight loading zone time limit	\$25.00
10.28.050	Bus and taxicab stands—Use required	\$25.00
10.28.060	Bus and taxicab stands—Unauthorized use	\$25.00
10.32.020	Vehicle use in play street	\$30.00
10.36.010	Bicycle obedience to traffic control devices	\$30.00
10.36.020	Bicycle—Riding on sidewalk	\$30.00
10.36.030	Bicycle—Excessive speed	\$30.00
10.36.040	Bicycle parking	\$20.00
10.38.010	Snowmobile and off-highway vehicle violations other than CMC 10.38.010.A.1.h., A.1.j. and A.5.	First violation: \$100.00; Second violation: \$300.00; Third and subsequent violation: Up to \$1,000.00 but not less than \$300.00
10.38.010.A.1.h.	Snowmobile registration and numbering.	~~\$50.00~~
10.38.010.A.1.j.	Snowmobile and off-highway vehicle carrying more than the operator unless designed to carry more than one person.	\$75.00
10.38.010.A.5.	Snowmobile and off-highway vehicle operated on city streets or alleys	\$50.00
10.44.010	Driving through funeral procession	\$30.00
10.44.020	Conduct of funeral procession	\$30.00
10.48.010	Unlawful riding	\$30.00
10.48.020	Driving on sidewalk	\$30.00
10.48.030	Vehicle injurious to street	\$30.00
10.48.040	Transportation of explosives	\$30.00
10.54.020	Abandonment of vehicles	\$500.00
Port and Harbor Facilities		
11.16.080	Failure to report accident to harbormaster.	\$100.00
11.20.010	Failure to restrain dogs on the harbor facilities; failure to remove and dispose of animal feces from the harbor facilities.	\$75.00 (1.28.080)
11.20.020	Persons riding bicycles or any wheeled or tracked vehicle or motorized equipment upon the float facilities.	\$75.00 (1.28.080)
11.20.030	Failure to register vessel with the harbormaster and anchor vessel in designated float areas.	\$75.00 (1.28.080)
11.20.040	Obstructing access to the harbor except as designated as loading and unloading spaces by the harbormaster. Does not include fishing nets.	
11.20.050	Using unapproved float bumpers in the small boat harbor.	\$75.00 (1.28.080)
11.20.060	Operating vessel searchlights or other bright lights in the harbor.	\$75.00 (1.28.080)
11.20.070	Tying auxiliary craft alongside, astern or ahead of a vessel moored in the harbor if such vessel obstructs vessel traffic or causes damage to other vessels.	\$75.00 (1.28.080)
11.20.080	Reckless operation of vessel in harbor.	\$75.00 (1.28.080)
11.20.090	Negligent operation of a vessel or aircraft within the harbor so as to create wake or damage, endanger or cause undue stress to harbor facilities or other vessels or occupants.	\$75.00 (1.28.080)

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11.20.100	Posting without permission of the harbormaster, other than legal notices, on any part of the harbor facilities without approval from the harbormaster.	\$75.00 (1.28.080)
11.20.110	Constructing any improvements within the confines and exterior boundaries of the small boat harbor without filing the proper documentation with the city of Cordova.	\$75.00 (1.28.080)
11.20.120	Engaging in water sports activities within the small boat harbor where the body of a person comes into contact with the water without first filing written application with the harbormaster.	\$75.00 (1.28.080)
11.20.130	Parking unattended vehicles in fire lanes or approach trestles of the small boat harbor.	\$75.00 (1.28.080)
11.20.140	Use of fifty-five gallon drums to block stored vessels in the port of Cordova. All blocking for vessels stored in the port must be approved by the harbormaster.	\$75.00 (1.28.080)
11.24.010	Any person to spill or allow to be spilled any petroleum product within the small boat harbor.	\$50.00 FIRST OFFENSE; \$50- \$300 THEREAFTER (11.24.070)
11.24.020	Failure for vessels to carry on board at all times equipment designed to prevent petroleum products from being pumped or spilled overboard into the waters of the small boat harbor. Open skiffs powered by outboard engines with no inboard machinery are exempted.	\$50.00 FIRST OFFENSE; \$50- \$300 THEREAFTER (11.24.070)
11.24.030	Failure to report petroleum spills in the small boat harbor to the harbormaster or department of public safety.	\$50.00 FIRST OFFENSE; \$50- \$300 THEREAFTER (11.24.070)
Streets, Sidewalks and Public Places		
13.08.030	Failure for owner of property abutting upon a sidewalk to prevent obstructions to the sidewalk area that would be hazardous to persons using the sidewalk area.	\$50.00 (13.08.100)
13.08.040	Failure of owner of property abutting upon a sidewalk(s) to keep sidewalk(s) in such condition to conform with provisions of Section 13.08.010 and to maintain such to prevent hazard to persons using sidewalk areas.	\$50.00 (13.08.100)
13.08.050	Failure for any person occupying or controlling property abutting on any street in the city to keep the sidewalks on or appurtenant to said property clear and free from snow.	\$50.00 (13.08.100)
13.08.080	Construction of coal chutes, or openings for fuel, or freight chutes or doors, in any sidewalk or street without a permit issued by the city manager.	\$50.00 (13.08.100)
13.08.090	Failure to guard all coal chutes, freight chutes or other openings in the sidewalks of the city in an approved manner with strong metal railings, fastened in a secure manner.	\$50.00 (13.08.100)
13.12.010	Failure to obtain permit from city manager prior to excavating or tunnel construction under a public walk, street, alley or other public place in the city.	\$300.00 (13.12.130)
13.12.100	Failure for contractor to complete excavating work on time and excavation remains open past the maximum period allowed.	\$10.00 (residential); \$2.00 per hr (commercial)
13.12.110	Failure to remove all construction debris and dirt from the job site after completion or acceptance.	\$300.00 (13.12.130)

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13.16.020	Obstructions interfering with traffic on sidewalks, parkways, streets and alleys of the city.	\$75.00 (1.28.080)
13.20.010	Failure to obtain a permit from the local building official prior to erecting, constructing, or maintaining any obstruction that projects out or over or on any street, alley or sidewalk in the city.	\$50.00 (13.20.050)
13.20.020	Failure to construct or install any stationary obstruction according to specifications as referenced in 13.12.020.	\$50.00 (13.20.050)
13.20.030	Failure to comply with height and clearance specifications when constructing signs or when placed in front of a building where there is a marquee.	\$50.00 (13.20.050)
13.20.040	Erecting any sign or banner of any kind or character across the streets or alleys of the city unless in accordance with city specifications.	\$50.00 (13.20.050)
Public Services		
14.08.060	Water service—prohibited conduct	\$300.00
14.20.030	Refuse collection required	\$75.00
14.20.060	Refuse collection—obstructions prohibited	\$75.00
14.20.070	Refuse collection—delivery to disposal site or incinerator	\$75.00
14.20.080	Containers—specifications	\$75.00
14.20.090	Containers—Placement	\$75.00
14.20.100	Containers—depositing other than refuse prohibited	\$75.00
14.20.110	Containers—unauthorized use prohibited	\$75.00
14.20.120	Garbage—unauthorized transport prohibited	\$75.00
14.20.130	Garbage—vehicle requirements	\$75.00
14.20.160	Trespassing, removal of material from refuse disposal site	\$75.00
Buildings and Construction		
16.10.015(a & b)	Engaging in business in the city as a building contractor or electrical contractor without having first complied with the appropriate provisions of Alaska Statutes.	\$300.00 (16.10.020)
16.10.020	Adoption of Cordova Building Codes	\$300.00
16.20.204	Failure to obey or comply with the Uniform Mechanical Code, 1985 Edition.	\$300.00 (16.20.204)
16.30.010	Building permit required	\$300.00
16.30.015	Failure to obtain permit from building official for installing electrical equipment within or on any premises.	\$300.00 (16.10.020)
16.30.025(a & b)	Changing plans and specification after they have been approved by the building official.	\$300.00 (16.10.020)
16.30.045	Failure to repair, replace or alter electrical systems deemed to be unsafe by the building official.	\$300.00 (16.10.020)
16.30.050	Violation of a stop-work order.	\$300.00 (16.10.020)
16.30.055	Failure to obtain a new permit when work is recommenced after work has been suspended or abandoned for more than 180 days.	\$300.00 (16.10.020)
16.30.060(B)	Stop work order—Authority	\$300.00
16.80.020	Failure to comply with licensing requirements for operating or maintaining a mobile home park within the city limits.	\$100.00 (16.80.100)
16.80.055	Changing the boundaries or design, or addition of a mobile home or homes to a mobile home park without first obtaining an approved site plan specifying the changes or additions.	\$100.00 (16.80.100)

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16.80.060(a)	Failure to manage a mobile home park according to specifications relating to sanitary facilities, utilities and appliances owned and operated by the park owners. Failure to prevent littering on the premises at all times.	\$100.00 (16.80.100)
16.80.060(b)	Failure for mobile homes, lean-tos and rafted roofs within a mobile home park to meet setback and spacing requirements.	\$100.00 (16.80.100)
16.80.060(c)	Failure for mobile home park to establish and maintain fire apparatus access roadway free of obstructions.	\$100.00 (16.80.100)
16.80.060(d)	Mobile home parks shall be well drained and free from insect breeding places. All fires must be contained. Unattended fires are not permitted.	\$100.00 (16.80.100)
16.80.060(e)	Failure for mobile home parks to supply an adequate supply of drinking water.	\$100.00 (16.80.100)
16.80.060(f)	Failure to connect mobile homes to a private or public sewer system.	\$100.00 (16.80.100)
16.80.060(g)	Failure to connect all wastewater fixtures to the private or public sewer system in an approved manner.	\$100.00 (16.80.100)
16.80.060(h)	Failure for park manager to provide and maintain garbage containers with close-fitting covers in convenient locations and ample numbers.	\$100.00 (16.80.100)
16.80.060(i)	Failure to have electrical hookups installed by a registered electrician and inspected by the city building inspector before a mobile home is hooked up.	\$100.00 (16.80.100)
16.80.060(j)	Failure for mobile home parks to have adequate fire protection.	\$100.00 (16.80.100)
16.80.060(k)	Failure for mobile home parks to provide for adequate snow disposal.	\$100.00 (16.80.100)
16.80.060(l)	Failure for mobile homes to be certified as manufactured mobile homes except for those located in temporary spaces and placed in a mobile home park prior to passage of ordinance 869.	\$100.00 (16.80.100)
16.80.060(m)	All mobile homes placed in a mobile home park after passage of Ordinance 869 must meet setback requirements.	\$100.00 (16.80.100)
16.80.060(n)	Failure to obtain a site development permit prior to placement of a mobile home.	\$100.00 (16.80.100)
16.80.080	Failure to obtain building permit from the city building inspector prior to building lean-tos, rafted roofs and outbuildings.	\$100.00 (16.80.100)
16.80.080(a)	Lean-tos. Failure to comply with safety requirements.	\$100.00 (16.80.100)
16.80.080(b)	Rafted roofs. Failure to comply with height and span requirements.	\$100.00 (16.80.100)
16.80.080(c)	Outbuildings. Failure to meet setback requirements.	\$100.00 (16.80.100)
16.90.020	Operating an automobile trailer camp without first obtaining a license to operate such from the city building inspector. License not to be transferable.	\$100.00 (16.80.100)
16.90.040	Failure on the part of management to maintain the automobile trailer camp in an orderly, safe, and sanitary condition.	\$100.00 POSSIBLE REVOCATION OF LICENSE
16.90.060(a)	Failure for management to maintain automobile trailer camp in good repair and appearance and preventing littering.	\$100.00 (16.90.080A)

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16.90.060(b)	Failure to comply with setback requirements for each trailer space within the trailer camp; failure to comply with roadway requirements within the trailer camp.	\$100.00 (16.90.080A)
16.90.060(c)	Failure to comply with drainage requirements and fires.	\$100.00 (16.90.080A)
16.90.060(d)	Failure to comply with requirements relating to safe drinking water supply.	\$100.00 (16.90.080A)
16.90.060(e)	Failure to comply with requirements relating to sanitary sewers and complying with DEC.	\$100.00 (16.90.080A)
16.90.060(f)	Failure to comply with requirements relating to wastewater disposal.	\$100.00 (16.90.080A)
16.90.060(g)	Failure to comply with requirements for providing and maintaining garbage containers.	\$100.00 (16.90.080A)
16.90.060(h)	Connecting a trailer to the city electric system without first getting it inspected by a building inspector.	\$100.00 (16.90.080A)
16.90.080(b)	Any person to own or maintain any automobile trailer as a dwelling place outside of a licensed trailer camp aside from allowable exceptions.	\$100.00 (16.90.080A)
16.90.080(d)	Permanently affix trailer to the ground so as to prevent ready removal unless a permit to do so has been obtained as required for the construction of a new building.	\$100.00 (16.90.080A)
16.90.080(e)	Occupying a trailer for residence purposes when trailer has been immobilized unless such trailer complies with ordinances relating to single-family dwellings.	\$100.00 (16.90.080A)
Subdivisions		
17.16.010	Failure for subdivider of land to divulge to planning commission the character of development in the subdivision.	\$300.00 (17.24.020)
17.16.020	Streets must meet minimum width requirements.	\$300.00 (17.24.020)
17.16.030(a)	Major highways must conform to widths as designated on the major street plan.	\$300.00 (17.24.020)
17.16.030(b)	Minimum street widths must be 60 feet. When minor streets adjoin unsubdivided property, half street at least 30 feet wide may be dedicated; when subdivided property adjoins a half street, remainder of the street shall be dedicated.	\$300.00 (17.24.020)
17.16.030(c)	Alleys must be constructed at the rear of all business lots and be at least twenty feet wide.	\$300.00 (17.24.020)
17.16.040	Blocks must meet size requirements.	\$300.00 (17.24.020)
17.16.040(c)	Dead-end streets must meet size requirements.	\$300.00 (17.24.020)
17.16.050(a)	All lots must provide satisfactory and desirable building sites.	\$300.00 (17.24.020)
17.16.050(b)	All side lines of lots shall be positioned to provide the best layout of the lot. Lots must not have double frontage.	\$300.00 (17.24.020)
17.16.050(c)	Lot sizes must conform to specifications as designated in the zoning ordinance.	\$300.00 (17.24.020)
17.16.050(d)	Corner lot sizes must meet size requirements.	\$300.00 (17.24.020)
17.16.060	Easements must be provided along side and rear lot lines.	\$300.00 (17.24.020)
17.16.070	Easements must be provided along each side of streams.	\$300.00 (17.24.020)
17.20.020	Streets and public ways to be graded to full width and appropriate grade as designated by cite specifications.	\$300.00 (17.24.020)

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17.20.030	Sidewalks to be constructed according to city specifications.	\$300.00 (17.24.020)
17.20.040	Water supply and fire hydrants to be provided for all subdivisions in accordance with the National Board of Fire Underwriters.	\$300.00 (17.24.020)
17.20.050	Sanitary sewer lines to be provided for all subdivisions according to city specifications.	\$300.00 (17.24.020)
17.20.060	Design and layout of all subdivisions to conform with requirements of Chapter 17.16.	\$300.00 (17.24.020)
17.24.060	Plat approval is required in order to subdivide or lay out land in lots.	\$300.00 (17.24.020)
Zoning		
18.04.030	Building and land use must conform to city specifications.	\$300.00 (18.80.060)
18.04.040	Building and land use prohibited in designated districts.	\$300.00 (18.80.060)
18.04.050	Public uses and structures must conform with city regulations.	\$300.00 (18.80.060)
18.04.060	Private uses of public land and structures must conform with city regulations.	\$300.00 (18.80.060)
18.76.010	Zoning compliance certificate required for:	\$300.00 (18.80.060)
	(a) Occupancy of building erected or structurally altered;	
	(b) Change in use of structure to use of different classification;	
	(c) Use of vacant land;	
	(d) Change in use of land to use of different classification;	
	(e) Change in use of nonconforming use.	
18.76.020	Written application for zoning compliance certificate to be made at time of application for building permit.	\$300.00 (18.80.060)
18.76.030	Written application for zoning compliance certificate to be made to the building official.	\$300.00 (18.80.060)
18.76.060	Falsification of zoning compliance certificate.	\$300.00 (18.80.060)
18.76.070	Applications for building permit must be filed with the building official.	\$300.00 (18.80.060)
18.76.110	Failure to comply with restrictions or conditions required by the planning commission.	\$300.00 (18.80.060)
Environment		
19.04	Failure to comply with the requirements of this Chapter	\$500.00

Section 3. Cordova Municipal Code .08.04.190 “Offenses”, is enacted to read as follows:

CMC	Offense	Maximum Fine
8.04.100(E)(1)	Dog bite or attack on person	\$1,000 maximum
8.04.100(E)(2)	Dog attack causing serious physical injury or death	\$1,000 maximum
8.04.100(E)(9)	Animal creating substantial public-safety threat	\$1,000 maximum
8.04.130(E)	Failure to produce animal for lawful quarantine/testing after order	\$500 maximum
8.04.130(F)	Remove/conceal/transfer/release/destroy quarantined animal	\$1,000 maximum
8.04.135	Material failure of duties following serious bite/attack	\$500 maximum

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8.04.150(C)	Intentional violation of material conditional-release requirement	\$1,000 maximum
8.04.160	Material violation of potentially dangerous-dog or vicious-dog restriction/order	\$1,000 maximum
8.04.180(B)	Interference with animal control officer	\$500 maximum
8.04.180(C)	Unauthorized removal/release of impounded animal	\$1,000 maximum
8.04.180(D)	Conceal/relocate animal to prevent lawful enforcement	\$1,000 maximum
8.04.180(E)	Violation of quarantine/disease-control order	\$1,000 maximum
8.04.180(F)	Violation of final potentially dangerous-dog or vicious-dog order	\$1,000 maximum
8.04.180(J)	Unlawful transfer of vicious dog	\$1,000 maximum

Section 4. Repeal of Inconsistent Provisions.

All ordinances or parts of ordinances in conflict with this ordinance are repealed to the extent of the conflict. The repeal or amendment of an existing provision does not affect a violation committed, penalty incurred, proceeding commenced, or right accrued before the effective date of this ordinance, except as otherwise required by law.

Section 5. This ordinance shall be effective thirty (30) days after its passage and publication. This ordinance shall be enacted in accordance with Section 2.13 of the Charter of the City of Cordova, Alaska, within ten (10) days after its passage.

1st reading: October 7, 2026

2nd reading and public hearing: October 21, 2026

PASSED AND APPROVED THIS _____ DAY OF _____ 2026.

Kristin Smith, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

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**CITY OF CORDOVA, ALASKA
ORDINANCE 1242**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
REPEALING AND REENACTING CORDOVA MUNICIPAL CODE CHAPTER 8.04,
ANIMALS, AND AMENDING CMC 1.28.085(C), MINOR OFFENSE FINE SCHEDULE,
TO MODERNIZE ANIMAL CONTROL, IMPOUNDMENT, BITE AND ATTACK
RESPONSE, POTENTIALLY DANGEROUS AND VICIOUS DOG PROCEDURES,
QUARANTINE, HUMANE DISPOSITION, ENFORCEMENT, AND PENALTIES**

WHEREAS, the City of Cordova has authority under its home rule powers and applicable Alaska law to adopt and enforce ordinances for the protection of public health, safety, and welfare; and

WHEREAS, the City Council finds that the existing animal-control provisions should be modernized while preserving established Cordova terminology and substantive requirements that remain appropriate, including the existing term “vicious dog,” and while adding clear procedures for animal restraint, licensing, bites and attacks, impoundment, quarantine, owner responsibilities, potentially dangerous dogs, vicious dogs, administrative review, and humane disposition; and

WHEREAS, the City Council further finds that public safety is best served by distinguishing ordinary animal-control violations from conduct involving unprovoked attacks, serious injury, quarantine violations, vicious dogs, obstruction, and unauthorized removal of impounded animals; and

WHEREAS, AS 29.25.070 authorizes municipalities to prescribe penalties for ordinance violations and, for violations that cannot result in incarceration or loss of a valuable license, to establish scheduled fines that may be disposed of without court appearance, subject to applicable limitations of state law; and

WHEREAS, Animal rabies vaccination, quarantine, testing, and disease-control requirements must remain consistent with applicable State of Alaska law and regulation, including 7 AAC 27.022, as amended; and

WHEREAS, this ordinance provides officers, animal-control personnel, animal owners, the courts, and the public with clear and enforceable standards while preserving procedural due process,

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

Section 1. This ordinance is of a general and permanent nature and Sections 2 and 3 of this ordinance shall become part of the Cordova Municipal Code.

Section 2. Cordova Municipal Code 8.04 “Animals”, is repealed and reenacted as follows:

CHAPTER 8.04 – ANIMALS

8.04.010 Definitions.

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For the purposes of this chapter:

~~A. "Animal means all members of the Phylum Cordata, Subphylum Vertebrata, excluding nondomestic animals and humans, unless the context clearly requires otherwise;~~

A. "Animal" means any domestic or domesticated vertebrate animal kept, possessed, harbored, maintained, or cared for by a person. The term does not include a human being or free-ranging wildlife unless specifically stated, provided otherwise in this chapter.

~~B. "Animal control officer" means the chief animal control officer, a deputy animal control officer, a police officer, or another employee or agent of the city lawfully authorized to enforce this chapter.~~

~~B-C. "Animal shelter" means any premises designated by the city manager for the impounding and caring for or approved by the city as an "animal shelter" and for the impoundment, quarantine, safekeeping, housing, treatment, adoption, or other lawful disposition of animals under the authority of this chapter.~~

~~C. "At large" means an animal that is off the premises of its owner and is not under restraint or otherwise under the immediate effective control of a person legally responsible for the animal.~~

~~C-E. "Cat" means a domestic or domesticated member of the family Felidae.~~

~~D. "Chief animal control officer" means the person appointed or designated by the city manager to administer and enforce this chapter. Unless another person is specifically appointed, the chief of police or the chief's designee may perform the functions assigned to the chief animal control officer.~~

G. "Potentially dangerous dog" means a dog that, without provocation, engages in aggressive conduct that presents a substantial risk of injury but has not met the definition of a vicious dog, including repeatedly chasing or approaching a person or domestic animal in a threatening manner, lunging, snapping, attempting to bite or attack, or repeatedly escaping restraint while displaying aggressive behavior. A dog shall not be classified as "potentially dangerous" solely because of breed, appearance, size, or generalized characteristics associated with a breed or type.

H. "Direct control" means immediate physical restraint by leash, lead, enclosure, vehicle, or other means sufficient to prevent the animal from leaving the control of the responsible person.

~~D-I. "Dog" means any domestic or domesticated member of the family Canidae.~~

~~E. "Euthanize" or euthanasia" means putting to causing the death in of an animal by a rapid, humane manner, method permitted by applicable law and accepted veterinary practice.~~

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F. ~~“Harboring” means to occupy a premises in which an animal is kept or to which it customarily returns daily for food and care.~~

K. ~~G.~~ “Harbor or harboring” means keeping, maintaining, sheltering, feeding, or otherwise providing regular care for an animal, or permitting an animal to regularly remain or return to premises controlled by the person.

L. “Impound or impoundment” means taking an animal into lawful custody and placing it in the animal shelter, veterinary facility, quarantine location, foster placement, or other location approved by the city.

~~F.M.~~ “Intact” means an animal that has not been rendered sterile by surgical means, surgically sterilized.

~~G.N.~~ H. ~~“Leash” means a cord, strap or, chain attached to a collar or harness worn by an animal that is of, lead, or similar device of sufficient strength and condition to prevent the maintain effective physical control of an animal from moving beyond its length.~~

O. I. ~~“Owner” “Muzzle” means, with regard to an animal, a properly fitted leather or humane wire restraint that fits over the dog’s nose and jaws to prevent it from biting.~~

P. “Owner” means a person who owns, possesses or, keeps, harbors the, maintains, has custody or control of, or knowingly permits an animal to remain regularly on premises occupied or controlled by that person. Ownership may be established by licensing records, veterinary records, microchip information, purchase or adoption records, statements, possession, care, custody, or other reliable evidence.

~~H.Q.~~ “Vicious dog” means a dog that bites or attacks a human being or an animal— without provocation as specifically determined by the city. For purposes of administration under this chapter, a dog meeting this definition may be subject to the notice, hearing, restraint, impoundment, release, and disposition procedures established in Sections 8.04.155 through 8.04.175.

R. J. ~~“Provocation” means conduct that would reasonably be expected to cause a normal animal to defend itself, its offspring, its owner, or another person from an actual or reasonably perceived immediate threat. Provocation does not include ordinary lawful movement, approaching an animal in a public place, or the mere presence of another person or animal. The determination of what constitutes “provocation” for purposes of this definition is determined solely by the city.~~

S. “Quarantine” means confinement, isolation, observation, testing, or other disease-control measures required or approved by a governmental public-health authority or authorized veterinarian.

~~I.T.~~ “Rabies vaccination” means inoculation with an approved vaccination against rabies vaccine by a person authorized to administer the vaccine. in accordance with applicable State of Alaska requirements.

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~~K. "Restrain" means to keep an animal on its owner's premises, in an enclosed vehicle or on a leash.~~

~~U. L. "Restrain or restraint" means maintaining an animal: (1) on the owner's premises within a secure structure, enclosure, fenced area, lawful tethering system, or other means reasonably sufficient to prevent escape; (2) on a leash under the control of a responsible person; (3) within an enclosed vehicle; (4) within a kennel, crate, carrier, or other suitable container; or (5) under another form of direct control specifically approved under this chapter.~~

~~V. "Sanitation condition" means a condition in which animal feces, biological excretions, including but not limited hair, fur, feces, urine, and dead animals, are present and create an unsanitary environment.~~

~~W. "Secure enclosure" means an enclosure designed, constructed, maintained, and secured so that an animal confined within it cannot escape, cannot readily reach a person or animal outside the enclosure, and cannot be released by an unauthorized person. An electronic or invisible fence alone is not a secure enclosure for a vicious dog.~~

~~X. "Serious physical injury" means physical injury to a person or animal involving substantial risk of death, significant blood loss, substantial disfigurement, fracture, deep or multiple wounds, impairment of a bodily function, surgery, hospitalization, substantial veterinary treatment beyond routine first aid, or an injury of comparable severity.~~

~~J.Y. "Sterile" means rendered incapable of reproduction by surgical operation, procedure or another medically accepted permanent method.~~

~~M. "Trap" "Veterinarian" means any device designed a veterinarian licensed or used otherwise lawfully authorized to kill or capture an animal, and that operates without direct human control.~~

~~K.Z. N. "Trapping" means practice veterinary medicine in the placing or setting State of a trap. Alaska.~~

~~O. "Veterinary hospital" means any establishment maintained and operated by a licensed veterinarian for the treatment of diseased or injured animals.~~

~~P. "Vicious dog" means a dog that bites or attacks a human being or an animal without provocation.~~

8.04.020 - Fees and charges.

A. Except as otherwise provided in this chapter ~~provides otherwise, all~~, fees required in and charges imposed under this chapter shall be ~~in the amount that the council determines established~~ by resolution ~~from time to time. of the city council and may include:~~

1. Dog licensing fees

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2. Replacement license-tag fees
 3. Impound fees
 4. Daily boarding or care fees
 5. After-hours release fees
 6. Quarantine expenses
 7. Veterinary expenses
 8. Vaccination expenses
 9. Microchip or identification expenses
 10. Vicious-dog registration fees
 11. Inspection or reinspection fees
 12. Adoption fees
 13. Other actual and reasonable costs incurred by the city for the care, control, transportation, treatment, confinement, or lawful disposition of an animal
- B. The council may establish progressively higher impound fees for repeated violations.
- C. A higher fee for a repeated impound does not by itself make an animal nonredeemable.
- D. Extraordinary expenses reasonably incurred by the city because of an animal's medical condition, behavior, special confinement needs, quarantine requirements, or other circumstances may be charged to the owner as provided by law.

8.04.030 ~~Animal - Administration; animal~~ control officers; powers and duties.

- A. ~~A.~~ The city manager shall ~~appoint~~ designate a chief animal control officer to administer and enforce the provisions of this chapter, and one or more deputy animal control officers to administer and enforce the provisions of this chapter under the supervision of the.
- B. ~~The city manager, chief animal control officer. The of police, or~~ chief animal control officer and each deputy animal control officer is a peace officer as defined in AS 01.10.060(a)(7)(F), and is may designate police officers, city employees, contractors, or other authorized to issue persons to perform animal-control duties consistent with applicable law.
- C. An animal control officer may:
1. Investigate violations of this chapter

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- ~~4.2.~~ Issue warnings, summonses, citations for any violation of this chapter in the manner provided by AS 12.25.180—12.25.230., and notices authorized by law
- ~~3.~~ B. — The chiefCapture and impound animals as authorized by this chapter
4. Conduct or arrange welfare and compliance inspections when lawfully authorized
5. Collect photographs, video, witness statements, veterinary records, licensing information, and other evidence relevant to an investigation
6. Order temporary safety precautions pending final disposition of an animal-control officer shall administer the matter
7. Obtain veterinary care reasonably necessary to protect an animal's health or public safety
8. Enforce quarantine and disease-control requirements
9. Return animals to their owners when authorized by this chapter
10. Designate an animal shelter as potentially dangerous or dangerous
11. Enforce release conditions imposed under this chapter
12. Take other lawful actions reasonably necessary to enforce this chapter
- D. Nothing in this chapter authorizes entry into a constitutionally protected area without consent, a warrant, exigent circumstances, or other lawful authority.
- ~~B-E.~~ If the city contracts with a private person or entity to perform the functions of the animal shelter, the chief animal control officer shall be the head of the department charged with administration of the contract, and may delegate operate an animal shelter, only those governmental powers that may lawfully be delegated may be delegated to the contractor those powers of the chief animal control officer which are necessary to the performance of the contract and which lawfully may be delegated to a private person or entity.

8.04.040 - Dog license required.

~~A. — Except as provided in subsection B of this section:~~

- ~~A. 1. — No person may not own, harbor, possess, or have custody of a dog six months of age or older without obtaining and displaying a within the city unless the dog has a current dog license for issued by the dog City of Cordova, except as required by provided in subsection B of this chapter; and section.~~
- ~~2. — No person may receive ownership or custody of a dog over the age of six months by sale, gift or other means without obtaining and displaying a city dog license for the dog as required by this chapter within fifteen days after receiving ownership or custody of the dog.~~

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~~B. The licensing requirement in subsection A of this section does not apply to a~~ A dog currently licensed by another ~~government~~governmental entity ~~that is and temporarily present~~ within the city for ~~less~~fewer than ~~thirty~~30 consecutive days.

B. ~~C. A person who is required to obtain a dog license is exempt from the city licensing requirement unless the dog is designated dangerous or potentially dangerous under this chapter shall apply to the city for the license on a form approved by the city manager, and shall accompany the application with the license fee and the rabies vaccination certificate required in subsection D of this section. The application shall include at least the following information:~~

C. A license application shall contain information required by the city, including the owner's identifying and contact information; the dog's name, breed or type if known, color, identifying markings, approximate age, sex, sterilization status, current rabies-vaccination information, microchip number or other permanent identification if any, and any designation or restriction imposed under this chapter.

D. The city shall not issue a regular dog license unless applicable rabies-vaccination requirements have been met.

E. The city may refuse to issue or renew a license when an owner is not compliant with the requirements of this chapter, including but not limited to vicious-dog registration requirements.

8.04.050 - Dog license tag; display and identification.

A. The city shall issue an identification tag or other approved license identifier for each licensed dog.

B. Except when the dog is indoors, participating in an activity for which removal is reasonably necessary, or when removal is medically necessary, the license tag shall be attached to the dog's collar or harness.

C. A microchip does not replace the licensing requirement but may serve as supplemental permanent identification.

8.04.060 - Replacement license tag.

The owner of a licensed dog shall obtain a replacement tag or other approved identifier when the original is lost, destroyed, or rendered unreadable.

8.04.070 - License not transferable; change of ownership.

A. A license issued for one animal may not be transferred to another animal.

- B. Upon transfer of ownership of a licensed dog, the new owner shall update the registration information with the city within fifteen days.

8.04.080 - Provisional license.

- A. If a dog owner is temporarily unable to obtain a required rabies vaccination because no authorized provider is reasonably available in Cordova, the city may issue a provisional dog license to the extent permitted by applicable state law.
- B. A provisional license may be valid for a period not exceeding 90 days.
- C. The dog owner shall obtain the required vaccination as soon as reasonably practicable and before expiration of the provisional license unless otherwise authorized by applicable state law.
- D. A provisional license does not exempt an animal from quarantine, disease-control, or vicious-dog requirements.

8.04.090 - Licensing and animal-control records.

- A. The owner of a dog shall retain proof of current licensing and rabies vaccination required by this chapter and shall produce such documentation upon request by the city.

8.04.100 - Control and confinement of dogs.

- A. Except as provided in subsection B, an owner shall restrain a dog while the dog is outside the owner's premises.
- B. Within the UR unrestricted zoning district, a dog need not be continuously leashed or enclosed while off the owner's premises if the dog remains under the immediate effective control of a responsible person; does not enter private property without permission; does not interfere with the lawful use of public property; does not chase, threaten, attack, or harass a person or animal; does not chase vehicles; and is not subject to a more restrictive requirement under this chapter. The UR zoning exception does not apply to a potentially dangerous or vicious dog.
- C. A dog owner shall maintain structures, kennels, pens, yards, and other areas used to keep a dog, in a sanitary condition reasonably free from accumulated animal waste and objectionable odor.
- D. The owner of an intact female dog in heat shall confine the dog in a manner reasonably sufficient to prevent uncontrolled breeding.
- E. An owner shall prevent the owner's dog from:

Biting or attacking a person~~1. The number and date of issuance of the dog license;~~

~~2. The name of the dog;~~

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3. ~~_____ The telephone number and address of the owner;~~
4. ~~_____ The breed, color, age and sex of the dog;~~
5. ~~_____ Whether the dog is spayed or neutered;~~
6. ~~_____ The expiration date of the dog's rabies vaccination and the vaccination certificate number, and~~
7. ~~_____ The location and description of any identification on the dog.~~

~~D. _____ The city shall not issue a dog license unless the dog has been vaccinated with a State of Alaska approved rabies vaccine by a licensed veterinarian or by a State of Alaska rabies lay-vaccinator, the license applicant submits a completed State of Alaska rabies vaccination certificate, and the period of immunization has not expired.~~

1. ~~_____ E. _____ The fee for renewal of a dog license is payable before each December 31 for the succeeding calendar year. The fee for a dog license is not prorated when paid during a calendar year.~~

2. ~~_____ Attacking another domestic animal~~

3. ~~_____ Chasing, threatening, or aggressively confronting pedestrians, bicyclists, or other lawful passersby~~

4. ~~_____ Chasing vehicles~~

5. ~~_____ Damaging public or private property~~

~~_____ Repeatedly~~

~~**8.04.050 Dog license tag—Display.**~~

~~For each licensed dog, the city manager shall issue a dog license tag in the form and color prescribed by the National Association of State Public Health Veterinarians, Inc., stamped with a serial number and the year and city and state of issuance. The dog license tag shall be worn by the licensed dog at all times, attached to a collar, harness or similar device.~~

~~**8.04.060 Dog license tag—Duplicate.**~~

~~The owner of a licensed dog shall obtain from the city manager a new license tag to replace a license tag for the dog that is lost or destroyed.~~

~~**8.04.070 Dog license not transferable.**~~

~~The person to whom a dog license is issued may not transfer the dog license to another person, and no person may attach a dog license tag to a dog other than the dog for which the tag was issued.~~

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~~8.04.080~~ Provisional dog license.

~~If at the time the owner of a dog applies for a dog license and the owner has no rabies vaccination certificate for the dog and no person in Cordova authorized to vaccinate a dog for rabies is available to do so, the city may issue the owner a provisional dog license in lieu of a regular dog license. The provisional license shall be valid for a period of ninety days. The same information shall be recorded for a provisional dog license as for a regular dog license. For each provisional dog license, the city manager shall issue a metal tag stamped with a serial number and the word "provisional," which shall be displayed in the same manner as a regular dog license. Provisional dog license fees are nonrefundable.~~

~~8.04.090~~ Dog license—Retention of records.

~~The owner of a licensed dog shall retain the dog license receipt and rabies vaccination certificate for the dog for inspection by any person charged with the enforcement of this chapter.~~

~~8.04.100~~ Control and confinement of dogs.

~~Dogs shall be controlled and confined as follows:~~

~~A.—— Except in the UR unrestricted zoning district, the owner of a dog shall confine the dog on the owner's property, and when the dog is not on the owner's property, keep the dog at all times on a leash, in a kennel or other suitable enclosed container, or in an enclosed vehicle.~~

~~B.—— In the UR unrestricted zoning district, the owner of a dog shall prevent the dog from entering another person's property, but otherwise need not confine or restrain the dog.~~

~~C.—— The owner of a dog shall maintain all structures, pens and yards where the owner keeps the dog, and all areas adjacent thereto, in a clean and sanitary condition and free from objectionable odor.~~

~~D.—— The owner of an intact female dog in heat or during ovulation shall confine the dog in such a manner that it cannot come into contact with a male dog except for planned breeding purposes.~~

~~E.—— The owner of a vicious dog at all times shall either confine the dog in a building or a secure enclosure, or secure the dog, as with a muzzle, so it cannot injure other animals, persons or property. The owner of a vicious dog shall post a sign at the entrance to any premises where the dog is kept that warns the public of the vicious nature of the dog.~~

~~F.—— The owner of a dog shall prevent the dog from engaging in the following activities:~~

- ~~1.—— Biting or attacking a person ;~~
- ~~2.—— Chasing passersby or passing vehicles;~~
- ~~3.—— Attacking other animals;~~

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4. ~~Damaging private or public property;~~
 5. ~~Barking, whining or howling continuously for a period exceeding fifteen minutes; and~~
 6. ~~Defecating on property other than the property of the owner.~~
- ~~1.6. G. No person other than an officer performing duties under this chapter may release a dog from confinement or restraint without its owner's consent, except to preserve the dog's life. permission~~
7. Creating continuous or repeated noise
 8. Depositing feces on property other than the owner's property without the person responsible for the animal promptly removing the waste
 9. Otherwise creating a substantial threat to public safety
- F. For purposes of subsection E(7), continuous barking, whining, howling, or similar noise for 15 minutes or longer constitutes a rebuttable presumption of unreasonable animal noise, but shorter repeated periods may also constitute a violation based upon frequency, time of day, duration, and surrounding circumstances.
- G. No person other than the dog owner, a person authorized by the owner, or an officer acting within lawful authority, may knowingly release a dog from lawful restraint or confinement, except when reasonably necessary to prevent imminent death or serious injury.

8.04.110 - Control and confinement of cats.

~~Cats shall be controlled and confined as follows:~~

- A. ~~The cat owner of shall exercise reasonable control over a cat and shall confine not knowingly permit the cat on the owner's to:~~
1. Attack a person or another domestic animal
 2. Repeatedly enter another person's dwelling or enclosed structure without permission
 3. Repeatedly damage public or private property, and when the cat is not on the owner's property keep the
 4. Create an unreasonable sanitation condition or nuisance
 5. Engage in conduct presenting a substantial threat to public health or safety
- A cat at all times in a kennel or other suitable enclosed container, or in an enclosed vehicle.

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~~A.B.~~ B.—The owner of a cat shall maintain all structures, pens and yards where the owner keeps the cat, and all, litter areas adjacent thereto, and other areas in which cats are kept in a clean and reasonably sanitary condition and free from objectionable odor.

~~C.~~ C.—The An owner of an intact female cat in heat or during ovulation shall confine shall take reasonable measures to prevent uncontrolled breeding.

~~B.D.~~ A cat may be impounded when the cat is injured, ill, abandoned, or in apparent distress; creates an immediate public-safety or public-health hazard; has attacked a person or another domestic animal; the owner cannot reasonably be identified or located and impoundment is necessary for the cat's welfare; the cat in such a manner that it cannot come into contact with a male cat except for planned breeding purposes. is subject to quarantine; or impoundment is otherwise authorized under this chapter.

~~D.~~—The owner of a cat shall prevent the cat from engaging in the following activities:

~~1.~~—Attacking other animals;

~~2.~~—Damaging private or public property; and

~~3.~~—Defecating on property other than the property of the owner.

8.04.120 - Control of other domestic animals.

~~A.~~ No person owning or having charge of an An owner of livestock or another domestic animal other than a dog or cat that is kept as livestock or a pet may shall not knowingly permit the animal to roam at large. unrestrained.

~~A.B.~~ The owner of any such animal owner shall maintain all structures, pens and yards areas where the owner keeps the animal, and all areas adjacent thereto, such animals are kept in a clean and reasonably sanitary condition and free from objectionable odor.

8.04.130 - Disease control and rabies.

~~A.~~ A.—Vaccinations. Every person owning or harboring An animal owner shall cause an animal that is required by law to be vaccinated shall have the animal vaccinated against rabies when vaccination is required by state law or regulation.

~~B.~~ An animal owner shall produce lawful proof of vaccination when requested by an officer.

~~C.~~ Animal bites or other potential rabies exposures shall be reported when required by state law or regulation. An owner whose animal bites a person shall promptly provide identifying and vaccination information to the investigating officer.

- D. An animal subject to rabies confinement, observation, testing, quarantine, revaccination, euthanasia, or other disease-control measures shall be handled in accordance with applicable State of Alaska law.
- E. An animal owner shall produce an animal for lawful quarantine, observation, testing, veterinary examination, or other disease-control action when ordered by an authorized officer or public-health authority.
- F. No person may knowingly remove, conceal, transfer, release, or destroy an animal subject to a lawful quarantine or disease-control order without authorization from the applicable governmental authority, except when emergency veterinary treatment is immediately necessary to preserve life and notification to the governmental authority is made as soon as practicable.
- G. The animal owner is responsible for all costs of quarantine, veterinary examination, testing, transportation, confinement, vaccination, or other care attributable to the owner's animal, except when otherwise required by law.

~~**8.04.B. Proof of Vaccination.** No person who owns or harbors an animal that is required by law to be vaccinated may fail or refuse to exhibit the owner's copy of a completed State of Alaska vaccination certificate for the animal to any person charged with enforcing this chapter upon demand.~~

~~**C. — Duty to Report Bites.** A person bitten by an animal required to be vaccinated by law, the owner of the animal, and any health care provider who treats an animal bite, shall immediately report the incident to the department of public safety.~~

~~**D. — Quarantine of Animal.** Any animal required to be vaccinated by law that has bitten a person shall be confined and observed as required by 7 AAC 27.022. No owner of an animal that is reported to have bitten a person may fail or refuse to produce the animal upon demand of an officer enforcing this chapter for confinement and observation under this subsection.~~

~~**E. — Removal or Destruction of Animal Subject to Quarantine.** While an animal is subject to quarantine under this section, no person may remove the animal from the place of quarantine or destroy the animal without the written consent of the city manager.~~

8.04.140 Impoundment.

~~**A. — Animals Subject to Impoundment.**~~

~~**1. —** An animal found in violation of a provision of this chapter shall be impounded and placed in the Cordova Animal Shelter and the owner of the animal shall be issued a summons and citation.~~

~~**2. —** When an officer can determine the identity of the owner of an animal in violation of a provision of this chapter, and the animal can be returned immediately to the custody of the owner, the officer shall issue a summons and citation to the owner and release the animal to the owner.~~

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~~B.——First and Second Impoundment. As soon as practicable after the first or second impoundment of an animal for a violation of a provision of this chapter the owner of the animal shall be notified by telephone or mail. The owner of the animal or a person having the owner's written authorization may redeem the animal from impoundment upon payment of all applicable fees and fines. If an animal is not redeemed within five days after the date of notice of impoundment was given, it shall be deemed abandoned.~~

~~C.——Third and Subsequent Impoundment. An animal that has been impounded more than two times is not subject to redemption and shall be deemed abandoned.~~

~~D.——Disposition of Abandoned Animals. The city manager may place for adoption an animal that is deemed abandoned under subsection B or C of this section. The city manager shall not place for adoption any animal known to be vicious or diseased. A person other than the owner of the animal at the time of its impoundment may adopt an animal that has been placed for adoption by paying all applicable fees.~~

~~E.——The city shall not disclose the identity of a person who adopts an animal from the Cordova Animal Shelter unless the city manager determines that the public health, safety or welfare requires the disclosure.~~

~~F.——The city manager shall euthanize an animal that is not eligible for adoption, or that has not been adopted within a time that the city manager deems reasonable after its placement for adoption.~~

~~G.——No person may remove an impounded animal from the Cordova Animal Shelter without the written authorization of the city manager.~~

8.04.150 Statement of surrender.

~~A person who brings an animal to the Cordova Animal Shelter may request that the animal to be euthanized upon signing the following statement:~~

~~"I certify that I own/am the authorized agent of the owner of the animal described on this form. I hereby surrender all interests, if any, of the owner thereof to the City of Cordova and I request that the animal be disposed of as seems advisable in the discretion of the City Manager. I agree that neither the City of Cordova nor any of its officers or employees will incur any obligation to me on account of such disposition. I certify that the animal has/has not bitten any animal or human within the last fourteen (14) days."~~

8.04.160 Accident involving injury to an animal.

The 135 - Animal bites and attacks; duties following incident.

A. The owner or person having custody of an animal involved in a bite or attack shall, when reasonably possible:

1. Immediately obtain control of the animal

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2. Prevent additional contact between the animal and the victim
 3. Provide the owner's name, address, and contact information to the victim or investigating officer
 4. Provide licensing and rabies-vaccination information upon request
 5. Remain at or return to the scene when directed by an officer
 6. Cooperate with reasonable efforts to identify and locate the animal
 7. Produce the animal for quarantine or examination when lawfully required
 8. Comply with temporary safety restrictions lawfully imposed under this chapter
- B. A person shall promptly report to the Cordova Police Department an animal attack that results in injury to a person; results in serious physical injury or death of another domestic animal; involves an animal already designated potentially dangerous or dangerous; creates a continuing immediate threat to public safety, or may involve rabies or another communicable disease.
- C. An investigating officer may photograph injuries, the involved animal, relevant locations, damaged property, and other evidence and may request veterinary or medical documentation reasonably related to the investigation.
- D. Nothing in this section requires a person to place themselves in danger in order to restrain an animal.

8.04.140 - Impoundment.

- A. An animal control officer may impound an animal when the officer has probable cause or other lawful grounds to believe any of the following:
1. The animal is at large in violation of this chapter and cannot safely or reasonably be returned to the owner
 2. The owner is unknown, unavailable, unwilling, or unable to immediately assume safe custody
 3. The animal has bitten or attacked a person
 4. The animal has attacked or seriously injured another domestic animal
 5. The animal is potentially dangerous or dangerous
 6. The animal presents an immediate threat to public safety
 7. The animal is injured, ill, abandoned, neglected, or in apparent distress and impoundment is reasonably necessary for its protection

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8. The animal is subject to quarantine, testing, or another disease-control requirement
 9. The animal is being held as evidence when authorized by law
 10. The owner has failed to comply with a lawful release condition or vicious-dog restriction and impoundment is necessary to protect public safety
 11. Impoundment is otherwise authorized by law
- B. For an ordinary violation not involving an attack, bite, quarantine, vicious-dog investigation, animal-welfare emergency, evidentiary hold, or continuing public-safety risk, an officer may return the animal directly to the owner and issue a warning or citation in lieu of impoundment. Nothing in this subsection requires an officer to return an animal when the officer believes impoundment is necessary for public safety, investigation, quarantine, or the welfare of the animal.
 - C. An animal may be held and shall not be released when a quarantine or public health order requires continued confinement; the animal is being lawfully held as evidence; a vicious-dog investigation is pending and the chief animal control officer determines release would create a substantial risk to public safety; a final order requires continued impoundment; or another law prohibits release.
 - D. The chief animal control officer or designee may authorize temporary release of an animal pending investigation subject to conditions reasonably necessary to protect public safety, including secure confinement, leash requirements, muzzle requirements, separation from specified persons or animals, prohibition on transfer or removal from the city, veterinary examination, rabies vaccination when legally permissible, microchipping or other identification, and inspection of the proposed confinement location.
 - E. An officer may use any reasonable means necessary to capture, transport, control, and impound an animal, including but not limited to the use of catch poles, kennels, cable loops, and if necessary to protect life or property, tranquilization.

8.04.145 - Notice of impoundment.

- A. When the identity of the owner is known or can reasonably be determined, the city shall attempt to provide notice of impoundment as soon as reasonably practicable and no more than 72 hours after impoundment.
- B. Notice may be provided in-person, by telephone, electronic communication, first-class mail, certified mail when appropriate, or another method reasonably calculated to notify the owner.
- C. Written notice shall include, when applicable, a description of the animal; date, time, and general location of impoundment; reason for impoundment; applicable ordinance provisions; location where the animal is being held; known fees and charges; requirements for release; whether the animal is being investigated for designation as potentially dangerous or dangerous; whether release is temporarily prohibited; the deadline to request

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a hearing when hearing rights apply; the consequences of failing to redeem the animal; and city contact information.

- D. Failure to actually receive notice does not invalidate otherwise lawful action when the city has made reasonable efforts to notify the owner at the owner's last known contact information.

8.04.150 - Redemption and release from impoundment.

- A. Except when release is prohibited under this chapter, an owner or authorized agent may redeem an impounded animal after establishing ownership or authority to receive the animal; providing government-issued identification when reasonably required; paying or making approved arrangements for applicable fees and charges; obtaining any license required by this chapter; providing proof of required rabies vaccination or complying with vaccination requirements under state and local law; and complying with any reasonable release conditions applicable to the animal.
- B. An impounded animal may be released only by the chief animal control officer, the chief of police, or a person specifically designated by either of these officials, or an animal-shelter employee or contractor acting in compliance with established city procedures. A person without such authority may not release or remove an impounded animal.
- C. When reasonably related to the circumstances that caused the impoundment or to documented safety concerns, release may be conditioned upon repair or improvement of fencing or confinement; use of a leash; use of a properly fitted muzzle; secure enclosure; updated licensing; rabies vaccination; microchipping or permanent identification; veterinary examination; separation from specified animals; owner education or responsible animal ownership training; inspection of the proposed confinement location; compliance with a vicious-dog order; or another reasonable condition directly related to preventing recurrence of the conduct that caused impoundment.
- D. Repeated impoundments may result in increased fees, additional release conditions, citations, or consideration of whether the animal should be designated potentially dangerous or dangerous. No animal shall automatically become forfeited solely because it has previously been impounded a specified number of times.
- E. A person other than the registered or documented owner may receive an impounded animal only upon presentation of written authorization satisfactory to the city or other reliable proof of lawful authority. The city may require notarized authorization when circumstances reasonably warrant verification.

8.04.155 - Potentially dangerous and vicious dog designation.

- A. Following a qualifying incident involving a dog, the chief animal control officer or designee may investigate whether the dog should be classified as potentially dangerous or vicious under this chapter.

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- B. The determination may consider officer observations; photographs and video; witness statements; medical and veterinary records; the nature and location of injuries; circumstances preceding the incident; evidence of provocation; whether the dog was lawfully confined; prior documented incidents, warnings, citations, or impoundments; prior safety restrictions; behavior of the dog during and after the incident; professional veterinary or behavioral assessments; and other reliable evidence relevant to the incident and future risk.
- C. A dog may be classified as potentially dangerous upon a finding by a preponderance of the evidence that the dog meets the definition of a potentially dangerous dog in Section 8.04.010.
- D. A dog may be classified as a vicious dog upon a finding by a preponderance of the evidence that the dog meets the definition of a vicious dog in Section 8.04.010.
- E. A dog shall not be classified as potentially dangerous or vicious solely because the dog responded to substantial provocation; defended itself from an unlawful attack; protected a person from an actual unlawful attack; responded reasonably while the injured person was committing or attempting to commit a crime against the owner or upon the owner's premises; responded to unlawful abuse, torment, or attack; responded proportionately after another animal initiated the attack; or was a police or other government working dog acting under lawful command in the performance of official duties.
- F. The owner shall receive written notice of a proposed classification stating the proposed classification; the conduct forming the basis of the classification; restrictions that will apply; whether the dog will remain impounded; fees or costs then due; the owner's right to request a hearing; and the deadline and procedure for requesting a hearing.

8.04.160 - Restrictions on potentially dangerous and vicious dogs.

- A. The owner of a potentially dangerous dog shall comply with restrictions stated in the classification order. Restrictions may include leash requirements; secure confinement; a properly fitted humane muzzle when reasonably necessary; microchip identification; warning signage; inspection and approval of the confinement area; responsible-animal-ownership or behavioral training; veterinary or behavioral evaluation; separation from specified persons or animals; prompt reporting of escape; inspection of licensing and vaccination documentation, and other restrictions reasonably related to preventing recurrence.
- B. In addition to the control requirements otherwise imposed by this chapter, the owner of a vicious dog shall at all times confine the dog in a building or secure enclosure, or maintain the dog under direct physical control with safeguards, including a properly fitted humane muzzle when required, sufficient to prevent the dog from injuring persons, animals, or property. The owner shall post a conspicuous warning sign at the entrance to premises where the vicious dog is kept. Unless otherwise specifically authorized by a final order, the owner of a vicious dog shall also:

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1. Maintain a current city dog license and any vicious-dog registration required by the final order or fee schedule
 2. Maintain current rabies vaccination as required by law
 3. Ensure the animal is permanently identified by microchip unless medically contraindicated
 4. Keep the animal within a building or secure enclosure when on the owner's premises and not under immediate physical control
 5. Keep the animal on a secure leash controlled by a responsible adult whenever the animal is off the owner's premises
 6. Use a muzzle whenever the animal is off the owner's premises unless the final order specifically finds a muzzle unnecessary
 7. Post conspicuous warning signage at the primary entrance to premises where the animal is regularly kept
 8. Prevent the animal from being left unattended in a manner allowing access to members of the public
 9. Immediately report an escape or unauthorized release to the Cordova Police Department
 10. Notify the city before transferring ownership or permanently relocating the animal
 11. Provide the city with the new owner's identifying and contact information before any authorized transfer
 12. Notify the city if the animal dies
 13. Comply with all additional requirements stated in the final potentially dangerous or vicious-dog order
- C. Before release of a dog classified as vicious, the city may inspect the proposed confinement arrangement with the owner's consent, a warrant, or other lawful authority to determine compliance with the final order.
- D. A vicious dog may not be sold, given away, transferred, or permanently removed from the city for the purpose of avoiding restrictions imposed under this chapter. A lawful transfer approved under this chapter does not relieve the owner of any duty to provide required notice or records.
- E. A vicious dog found at large or maintained in material violation of a final order may be immediately impounded as provided in Section 8.04.140.

8.04.165 - Administrative hearing and appeal.

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- A. The owner of a dog classified as a potentially dangerous-dog or a vicious-dog may request an administrative hearing to challenge a potentially dangerous-dog classification; a vicious-dog classification; continued impoundment pending classification; conditions imposed as part of a classification or release order; or a determination that an animal is not eligible for release.
- B. A request for hearing shall be submitted in writing to the city within seven calendar days after personal service or receipt of written notice. The city manager may accept a late request upon a showing of good cause. The request for the hearing shall specify the reasons for the hearing.
- C. The hearing shall be conducted by a qualified hearing officer designated by the city manager who did not personally make the determination being appealed.
- D. The city shall schedule the hearing as soon as reasonably practicable, ordinarily within 10 business days after receiving a timely request, unless the parties agree to another date, additional time is reasonably necessary to obtain material evidence, a quarantine controls the animal's status, or the hearing officer determines good cause otherwise exists for a continuance.
- E. The hearing need not comply with formal rules of evidence. Each party may present testimony; documents, photographs, video, medical or veterinary records, and other relevant evidence; present witnesses; question opposing witnesses through procedures established by the hearing officer; and be represented by counsel at the party's own expense.
- F. The city bears the burden of establishing a potentially dangerous-dog or vicious-dog classification by a preponderance of the evidence.
- G. The animal may remain impounded pending the hearing when the chief animal control officer reasonably determines that release would create a substantial risk to public safety, violate a quarantine requirement, interfere with a lawful evidentiary hold, or otherwise be prohibited by law. The city may authorize conditional release pending hearing when the city determines adequate safeguards can reasonably protect public safety.
- H. The hearing officer shall issue a written decision stating findings of material fact; the determination; restrictions, if any; whether the animal may be released; costs or fees for which the dog owner is responsible; and further appeal rights available under applicable law.
- I. If the hearing officer determines that an animal was improperly impounded or that continued impoundment was not reasonably justified, the city shall waive impound or boarding charges attributable to the improper portion of the impoundment.
- J. The hearing officer's decision constitutes the final administrative decision of the city unless another administrative review is expressly required by law. Judicial review may be sought as provided by applicable Alaska law and rules of court.

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8.04.170 - Abandoned, surrendered, and unclaimed animals.

- A. Except for an animal subject to quarantine, evidentiary hold, potentially dangerous- or vicious-dog proceeding, court order, or another legal restriction, an impounded animal may be deemed abandoned if the owner does not redeem the animal within five business days after legally sufficient notice of impoundment.
- B. When the owner is unknown, the city shall make reasonable efforts consistent with available resources to identify the owner, including examination for tags or microchip information when practicable.
- C. An owner may voluntarily surrender an animal to the city using a form approved by the city. A surrender transfers to the city all ownership interest necessary to permit lawful placement, adoption, transfer, veterinary treatment, or euthanasia of the animal.
- D. The voluntary surrender of an animal does not transfer ownership to the City for the purpose of avoiding quarantine, investigation, a potentially dangerous- or vicious-dog proceeding, a court order, or any legal responsibility arising from a bite or attack unless expressly permitted by the chief animal officer.
- E. A person may not knowingly surrender an animal belonging to another person without lawful authority.

8.04.175 - Disposition, adoption, transfer, and euthanasia.

- A. The city may place an abandoned or lawfully surrendered animal for adoption or transfer when the city determines that the animal is suitable for placement, is not subject to quarantine or evidentiary hold, and placement is otherwise lawful.
- B. A dog finally classified as vicious shall not be placed for ordinary adoption unless the classification has been rescinded or a final disposition order authorizes transfer to an appropriately qualified rescue, sanctuary, facility, or person capable of complying with all restrictions imposed under this chapter and applicable law.
- C. The city may obtain emergency or reasonably necessary veterinary examination, treatment, medication, quarantine, testing, or other care for an impounded animal. When practicable, nonemergency treatment decisions shall consider the animal's condition, prognosis, ownership status, public-health requirements, and lawful disposition status.
- D. An animal may be humanely euthanized only when: (1) a licensed veterinarian determines that immediate euthanasia is reasonably necessary to prevent substantial and unnecessary suffering; (2) a licensed veterinarian determines that the animal has injuries or disease incompatible with humane continued survival; (3) euthanasia, destruction, or testing is required or authorized by controlling public-health law or regulation, including applicable rabies-control requirements; (4) the owner lawfully surrenders the animal and requests euthanasia, provided the animal is not subject to quarantine, evidentiary hold, court order, or a pending potentially dangerous- or vicious-dog proceeding that legally prevents disposition; (5) a final administrative or judicial disposition order authorizes euthanasia of

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a vicious dog after all timely hearing and appeal rights have expired or been exhausted; or (6) the animal has become abandoned or unclaimed under this chapter, cannot lawfully or safely be placed, reasonable placement efforts appropriate to the circumstances have been unsuccessful, and the city manager or designee determines in writing that continued confinement is no longer reasonably humane or practicable.

- E. In determining whether euthanasia is an appropriate final disposition of a vicious dog, the hearing officer or court, as applicable, shall consider the severity and circumstances of the incident; whether death or serious physical injury occurred; prior attacks or documented aggressive incidents; prior violations of restrictions or orders; evidence of provocation; the likelihood of future serious injury; whether secure confinement and enforceable restrictions can reasonably control the risk; veterinary or qualified behavioral evidence; the owner's history of compliance; the availability of a qualified lawful alternative placement; and other relevant public-safety and animal-welfare considerations.
- F. Except for emergency veterinary euthanasia under subsection D(1) or D(2), euthanasia or testing required or authorized by controlling public-health law under subsection D(3), or action otherwise lawfully necessary to stop an animal presenting an immediate threat of death or serious physical injury, the city shall not euthanize an owned animal while a timely administrative hearing or judicial appeal concerning the proposed disposition is pending. Nonemergency euthanasia shall be authorized in writing by the city manager or designee after verification that all applicable notice, hearing, quarantine, evidentiary-hold, and appeal requirements have been satisfied. When the owner is known, the city shall provide reasonable notice of the final disposition. The city shall document the identity of the animal, the legal and factual basis for euthanasia, authorizing person, date and time, method, person or veterinarian performing the procedure, any specimens retained for public-health or evidentiary purposes, and disposition of the remains. Remains shall be released to the owner when lawful and requested within the period established by city procedure, or otherwise disposed of humanely and lawfully. Reasonable veterinary, testing, euthanasia, cremation or disposal, boarding, and related costs may be assessed to the owner when authorized by law. Nothing in this section limits otherwise lawful action by an officer to protect a person from an immediate threat of death or serious physical injury.

8.04.180 - Prohibited conduct.

No person may knowingly:

- A. Make, use, possess, alter, or present a stolen, counterfeit, forged, or materially falsified animal license, license tag, rabies-vaccination certificate, microchip record, veterinary record, or other document required under this chapter
- B. Interfere with, obstruct, hinder, threaten, or prevent an animal control officer from lawfully performing duties under this chapter; provided that constitutionally protected speech, refusal to consent to a search, and other lawful conduct do not constitute interference
- C. Release or remove an animal from lawful impoundment without authorization

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- D. Conceal or relocate an animal for the purpose of preventing lawful impoundment, quarantine, investigation, or enforcement
- E. Violate a lawful quarantine or disease-control order
- F. Violate a final potentially dangerous-dog or vicious-dog order
- G. Fail to produce an animal when lawfully required for quarantine, examination, or enforcement
- H. Provide materially false ownership, vaccination, or identification information during an animal-control investigation
- I. Remove or alter a warning sign or identification required for a vicious dog without authorization
- J. Transfer a vicious dog in violation of this chapter
- K. Otherwise knowingly violate a requirement imposed by this chapter

8.04.185 - Vehicle collision involving injury to animal.

- A. A driver of a vehicle involved in an accident collision resulting in apparent injury to a domestic animal shall promptly notify the vehicle as close to Cordova Police Department; provide the scene of the accident as possible and forthwith inform the department of public safety of the time and location of the accident collision; provide a description of the injured animal and the apparent nature of the injury injuries; and provide identifying information reasonably requested by the responding officer.
- B. ~~8.04.170 Reserved.~~ Nothing in this section requires a person to approach or handle an injured animal.

8.04.180 Prohibitions.

No person may:

- A. Make, use or possess a stolen, counterfeit or forged dog license receipt, dog license tag, rabies vaccination certificate or other document or certificate required by this chapter;
- B. Interfere with, molest, hinder or prevent any lawful authority from enforcing the provisions of this chapter;
- C. Interfere with, molest, hinder or prevent any health officer, licensed physician or licensed veterinarian from performing duties required under this chapter;
- D. Fail to comply with any quarantine required by this chapter; or
- E. Otherwise fail to obey or comply with any other provision of this chapter or any rule, order or regulation issued thereunder.

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8.04.195 - Regulation of trapping.

- A. No person may engage in trapping, except as provided in this section, in the following areas: within the city limits as of February 1993, in the area annexed to the city on or after March 1993 that is directly south, south-west and west of the city limits as of February 1993, and not within the parks and open space zoning district established under Title 18. Within these areas, trapping is permitted:
1. Within an enclosed structure, by, or with the permission of, a person who owns or is in lawful possession of the structure, using traps of any size and type;
 2. By employees or governmental units or agencies who, using live-traps, in the course of their duties, are required to trap animals for authorized purposes or specific animal nuisance problems.
- B. No person may engage in trapping, except as provided in this section, within two hundred yards of the right of way of Power Creek Road which is in the area annexed to the city on and after March 1993. Trapping is permitted:
1. Within an enclosed structure, by, or with the permission of, a person who owns or is in lawful possession of the structure, using traps of any size and type;
 2. By employees or governmental units or agencies who, using live-traps, in the course of their duties, are required to trap animals for authorized purposes or specific animal nuisance problems.
- C. No person may engage in trapping, except as provided in this section, in the following areas: in the area annexed to the city on and after March 1993 which is north, north-east, east and south-east of the city limits as of February 1993, but not within two hundred yards of the right of way of Power Creek Road. Within these areas, trapping is permitted:
1. Within ~~two hundred~~200 yards of the right-of-way of any publicly maintained road including without limitation the following roads: Copper River Highway, Sheridan Glacier Road, Cabin Lake Road, and the Ibeck Creek dike road, using boxed Conibears no larger than one hundred twenty, and completely submerged traps of any size and type.
 2. More than ~~two hundred~~200 yards from the right-of-way of any publicly maintained road, using traps of any size and type.
- D. Any traps deemed unsafe or illegal by a city police officer may be removed by these officials. The officials shall attempt to notify the owner of the trap.

8.04.190 - Violations; citations; penalties; continuing offenses.

- A. A person who violates a provision of this chapter may be issued a warning, citation, summons, notice of violation, or other enforcement process authorized by law.
- B. Unless a lower maximum is expressly provided in this chapter or CMC 1.28.085(C), a person convicted of a violation under this chapter is subject to a \$300 fine.
- C. Except when provisions describe the same conduct and one violation is necessarily included within another, each separate act or omission constitutes a separate offense.
- D. When a provision imposes a continuing duty to correct a condition, each day the violation continues constitutes a separate violation.

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- E. When a person commits a violation involving more than one animal, each animal constitutes a separate violation when the prohibited conduct or duty applies separately to each animal.
- F. A fine imposed under this chapter is separate from impound fees, boarding charges, veterinary expenses, quarantine expenses, licensing fees, vicious-dog registration fees, microchip expenses, actual costs incurred by the city, restitution, civil damages, and other lawful fees or obligations.
- G. A citation or conviction is separate from an administrative potentially dangerous-dog or vicious-dog classification. Resolution of a municipal citation does not automatically terminate an administrative animal-control proceeding, although the underlying evidence and disposition may be considered as permitted by law.
- H. A fine or penalty under this chapter shall be based on the person's conduct, the animal's conduct, prior documented violations, and applicable orders, and shall not be increased solely because of the breed or perceived breed of the animal.

8.04.200 - Construction; other law; severability within chapter.

- A. This chapter shall be interpreted consistently with applicable federal and state law.
- B. When state public-health, animal-disease, wildlife, veterinary, or court requirements impose a stricter or controlling requirement, the applicable state or federal requirement controls.
- C. Nothing in this chapter limits a person's civil remedies; criminal or civil enforcement available under state law; the city's authority to address animal cruelty, neglect, nuisance, or public-safety conditions under other applicable law; or emergency action otherwise authorized by law.
- D. If a provision of this chapter conflicts with another city ordinance, the more specific provision controls to the extent of the conflict unless otherwise required by law.
- E. Remedies and violations under this chapter are in addition to any and all other remedies and violations that may exist under law.

Section 3. Cordova Municipal Code 1.28.085 “Minor Offense Fine Schedule”, is amended to read as follows:

CODE REF.	CODE TITLE	FINE PER DAY
Property Tax Exemptions and Deferrals		
5.06.020(F)	False application for exemption.	\$1,000.00

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5.06.020(F)	False representation regarding tax exemption or deferral.	\$1,000.00
5.06.070	Failure to notify assessor of change in ownership, use, or sale.	\$300.00
Sales Tax		
5.10.330(A)	Buyer or seller knowingly or negligently submitting false information in a document filed with the City	\$500.00
5.10.330(B)	Seller who knowingly or negligently submits false information in a document filed with the City	\$500.00
5.10.330(C)	Seller knowingly or negligently falsifies or conceals information related to its business activities with the City	\$500.00
5.10.330(D)	Person knowingly or negligently provides false information when applying for an exemption	\$500.00
5.10.330(F)	Seller falsifies or misrepresents any record filed with the City	\$500.00
5.10.330(G)	Misuse of an exemption card	\$50.00 per misuse
Business Taxes, Licenses and Regulations		
6.12.020	Alcoholic beverages, requirements for hours of operation.	\$75.00
6.12.030	Alcoholic beverages, consumption in public.	\$75.00

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6.12.040	Alcoholic beverages, exceptions by use permit.	\$75.00	
6.24.120	Taxi cabs, failure for customer to pay for taxi service.	\$75.00	
6.30.020	Fireworks-Selling without current state permit and proof of insurance.	\$75.00	
6.30.025	Fireworks-Selling to person under age of 18, within 250 feet of a residence or public assembly.	\$75.00	
6.30.030	Fireworks-Discharging or exploding within zoned corporate limits of the city excluding sparklers and caps.	\$75.00	
<u>Animals</u>			
		<u>Level</u>	<u>Fine</u>
<u>8.04.040(A)</u>	<u>Failure to license dog</u>	<u>1st</u>	<u>\$75</u>
<u>8.04.040(A)</u>	<u>Failure to license dog</u>	<u>2nd</u>	<u>\$150</u>
<u>8.04.040(A)</u>	<u>Failure to license dog</u>	<u>3rd/subsequent</u>	<u>\$250</u>
<u>8.04.040(C)</u>	<u>Failure to timely license newly acquired dog</u>	<u>Any</u>	<u>\$75</u>
<u>8.04.050(B)</u>	<u>Failure to display required dog license identification</u>	<u>Any</u>	<u>\$50</u>
<u>8.04.060</u>	<u>Failure to obtain replacement license identification</u>	<u>Any</u>	<u>\$50</u>
<u>8.04.070(A)</u>	<u>Unauthorized transfer/use of animal license</u>	<u>Any</u>	<u>\$100</u>
<u>8.04.070(B)</u>	<u>Failure to update ownership information</u>	<u>Any</u>	<u>\$75</u>

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<u>8.04.090(A)</u>	<u>Failure to produce licensing/vaccination documentation</u>	<u>Any</u>	<u>\$75</u>
<u>8.04.100(A)</u>	<u>Dog at large / failure to restrain</u>	<u>1st</u>	<u>\$100</u>
<u>8.04.100(A)</u>	<u>Dog at large / failure to restrain</u>	<u>2nd</u>	<u>\$200</u>
<u>8.04.100(A)</u>	<u>Dog at large / failure to restrain</u>	<u>3rd/subsequent</u>	<u>\$300</u>
<u>8.04.100(B)</u>	<u>Failure to maintain effective control in UR district</u>	<u>1st</u>	<u>\$100</u>
<u>8.04.100(B)</u>	<u>Failure to maintain effective control in UR district</u>	<u>2nd</u>	<u>\$200</u>
<u>8.04.100(B)</u>	<u>Failure to maintain effective control in UR district</u>	<u>3rd/subsequent</u>	<u>\$300</u>
<u>8.04.100(C)</u>	<u>Unsanitary dog-keeping conditions</u>	<u>1st</u>	<u>\$100</u>
<u>8.04.100(C)</u>	<u>Unsanitary dog-keeping conditions</u>	<u>2nd</u>	<u>\$200</u>
<u>8.04.100(C)</u>	<u>Unsanitary dog-keeping conditions</u>	<u>3rd/subsequent</u>	<u>\$300</u>
<u>8.04.100(D)</u>	<u>Failure to control female dog in heat</u>	<u>Any</u>	<u>\$150</u>
<u>8.04.100(E)(2)</u>	<u>Dog attack on domestic animal - no serious injury</u>	<u>1st</u>	<u>\$300</u>
<u>8.04.100(E)(3)</u>	<u>Dog chasing/threatening/aggressively confronting person</u>	<u>1st</u>	<u>\$200</u>
<u>8.04.100(E)(3)</u>	<u>Dog chasing/threatening/aggressively confronting person</u>	<u>2nd</u>	<u>\$350</u>
<u>8.04.100(E)(4)</u>	<u>Dog chasing vehicle</u>	<u>1st</u>	<u>\$100</u>

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<u>8.04.100(E)(4)</u>	<u>Dog chasing vehicle</u>	<u>2nd</u>	<u>\$200</u>
<u>8.04.100(E)(4)</u>	<u>Dog chasing vehicle</u>	<u>3rd/subsequent</u>	<u>\$300</u>
<u>8.04.100(E)(5)</u>	<u>Animal damage to public/private property</u>	<u>Any</u>	<u>\$200</u>
<u>8.04.100(E)(6)</u>	<u>Repeated animal trespass after notice</u>	<u>1st</u>	<u>\$100</u>
<u>8.04.100(E)(6)</u>	<u>Repeated animal trespass after notice</u>	<u>2nd</u>	<u>\$200</u>
<u>8.04.100(E)(6)</u>	<u>Repeated animal trespass after notice</u>	<u>3rd/subsequent</u>	<u>\$300</u>
<u>8.04.100(E)(7)</u>	<u>Unreasonable animal noise</u>	<u>1st</u>	<u>\$75</u>
<u>8.04.100(E)(7)</u>	<u>Unreasonable animal noise</u>	<u>2nd</u>	<u>\$150</u>
<u>8.04.100(E)(7)</u>	<u>Unreasonable animal noise</u>	<u>3rd/subsequent</u>	<u>\$250</u>
<u>8.04.100(E)(8)</u>	<u>Failure to remove animal feces</u>	<u>Any</u>	<u>\$75</u>
<u>8.04.100(G)</u>	<u>Unauthorized release of dog from restraint - non-vicious dog</u>	<u>Any</u>	<u>\$250</u>
<u>8.04.110(A)(1)</u>	<u>Cat attack - no serious injury</u>	<u>Any</u>	<u>\$300</u>
<u>8.04.110(A)(2)-(4)</u>	<u>Cat trespass/property damage/sanitation/nuisance</u>	<u>1st</u>	<u>\$75</u>
<u>8.04.110(A)(2)-(4)</u>	<u>Cat trespass/property damage/sanitation/nuisance</u>	<u>2nd</u>	<u>\$150</u>
<u>8.04.110(A)(2)-(4)</u>	<u>Cat trespass/property damage/sanitation/nuisance</u>	<u>3rd/subsequent</u>	<u>\$250</u>
<u>8.04.120(A)</u>	<u>Livestock/other domestic animal at large creating hazard</u>	<u>1st</u>	<u>\$150</u>

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<u>8.04.120(A)</u>	<u>Livestock/other domestic animal at large creating hazard</u>	<u>2nd</u>	<u>\$300</u>
<u>8.04.130(A)</u>	<u>Failure to maintain required rabies vaccination</u>	<u>1st</u>	<u>\$150</u>
<u>8.04.130(A)</u>	<u>Failure to maintain required rabies vaccination</u>	<u>2nd</u>	<u>\$300</u>
<u>8.04.130(B)</u>	<u>Failure to produce rabies-vaccination documentation</u>	<u>Any</u>	<u>\$100</u>
<u>8.04.135(A)(3)-(4)</u>	<u>Failure to provide owner/licensing/vaccination information after bite/attack</u>	<u>Any</u>	<u>\$250</u>
<u>8.04.160</u>	<u>Failure to Comply with Restrictions on potentially dangerous and vicious dogs</u>	<u>Any</u>	<u>\$500</u>
<u>8.04.170(E)</u>	<u>Knowingly surrendering animal of another without authority</u>	<u>Any</u>	<u>\$500</u>
<u>8.04.180(A)</u>	<u>False/forged/alterd animal-control document</u>	<u>Any</u>	<u>\$500</u>
<u>8.04.180(H)</u>	<u>Knowingly providing materially false ownership/vaccination/identification information</u>	<u>Any</u>	<u>\$500</u>
<u>8.04.180(I)</u>	<u>Unauthorized removal/alteration of vicious-dog warning or identification</u>	<u>Any</u>	<u>\$500</u>
<u>8.04.185</u>	<u>Failure to stop/report collision causing apparent injury to domestic animal</u>	<u>Any</u>	<u>\$250</u>
<u>8.04.195</u>	<u>Violation of regulation of trapping</u>	<u>Any</u>	<u>\$75</u>
Health and Safety			

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8.04.040	Dog license required	\$75.00
8.04.050	Dog license tag—display	\$75.00
8.04.070	Dog license not transferable	\$75.00
8.04.100	Control and confinement of dogs	\$75.00
8.04.110	Control and confinement of cats	\$75.00
8.04.120	Control of other animals	\$75.00
8.04.130(A)	Disease control—vaccinations	\$75.00
8.04.130(B)	Disease control—proof of vaccination	\$75.00
8.04.130(C)	Disease control—duty to report bites	\$75.00
8.04.130(D)	Disease control—quarantine of animal	\$75.00
8.04.130(E)	Disease control—removal or destruction of animal subject to quarantine	\$75.00
8.04.140(G)	Impoundment— ~~unauthorized removal of impounded animal from animal shelter~~	\$75.00
8.04.160	Accident involving injury to an animal	\$75.00
8.04.170	Trapping	\$75.00
8.04.180(A)	Prohibitions—stolen or falsified license or document	\$75.00
8.04.180(B)	Prohibitions— interference with enforcement	\$75.00
8.04.180(C)	Prohibitions— interference with performing duties	\$75.00
8.04.180(D)	Prohibitions—failure to comply with quarantine	\$75.00
8.04.180(E)	Prohibitions—failure to comply with other provision, rule, order or regulation	\$75.00

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8.08.010	Creation or maintenance of nuisance prohibited	\$75.00
8.12.010	Violation of air quality standards	\$75.00
8.16.010	Violation of water quality standards	\$75.00
8.16.020	Use of water from roundhouse site.	\$75.00
8.20.030	Transportation of explosives	\$75.00
8.20.040	Storage of explosives	\$75.00
8.20.050	Notice of detonation of explosives	\$75.00
8.20.060	Statutes and regulations incorporated by reference	\$75.00
8.24.010	Materials that may be burned	\$75.00
8.24.020	Restrictions on controlled burns	\$75.00
8.24.040	Notice to fire department required	\$75.00
8.28.020	Prohibited materials	\$75.00
8.28.030	Deposit in receptacle	\$75.00
8.32.040	Transporting litter	\$75.00
8.32.050	Abatement of litter on private property	\$75.00
8.32.060	Distribution of handbills	\$75.00
8.32.070	Posting on public structures prohibited	\$75.00
8.36.020	Deposit—objectionable waste prohibited	\$300.00
8.36.030	Deposit—certain substances prohibited in natural outlet	\$300.00
8.36.040	Private sewage disposal systems	\$300.00
Public Peace, Morals and Welfare		
9.32.010.B.1.	(1) Minor violating curfew;	\$100.00

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9.32.010.B.2.	(2) Parent or guardian to knowingly permit minor to violate curfew;	\$100.00
9.32.010.B.3.	(3) Owner, operator or employee of establishment to allow a minor to remain upon the premises while violating curfew.	\$100.00
9.32.020	Possession of tobacco by a minor	\$100.00
Vehicles and Traffic		
10.12.010	Adoption by reference of state statutes and regulations regarding motor vehicle and driving offenses	Corresponding amount in state traffic bail forfeiture schedule
10.16.020	Entering obstructed intersection	\$30.00
10.20.020	Turning violation	\$30.00
10.24.005	Method of parking	\$25.00
10.24.010	Parking outside marked space	\$25.00
10.24.020	Parking beyond time limitation	\$25.00
10.24.025	Parking without required permit	\$25.00
10.24.040	Angle parking required	\$25.00
10.24.050	Loading permit violation	\$25.00
10.24.060	Parking over 24 hours	\$25.00
10.24.070	Parking for prohibited purpose	\$25.00
10.24.080	Parking blocking driveway	\$25.00
10.24.090	Parking on private property without permission	\$25.00
10.24.100	Parking in roadway obstructing traffic	\$25.00
10.24.110	Parking in main-traveled part of highway	\$25.00
10.28.020	Passenger loading zone time limit	\$25.00

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10.28.030	Freight loading zone time limit	\$25.00
10.28.050	Bus and taxicab stands—Use required	\$25.00
10.28.060	Bus and taxicab stands—Unauthorized use	\$25.00
10.32.020	Vehicle use in play street	\$30.00
10.36.010	Bicycle obedience to traffic control devices	\$30.00
10.36.020	Bicycle—Riding on sidewalk	\$30.00
10.36.030	Bicycle—Excessive speed	\$30.00
10.36.040	Bicycle parking	\$20.00
10.38.010	Snowmobile and off-highway vehicle violations other than CMC 10.38.010.A.1.h., A.1.j. and A.5.	First violation: \$100.00; Second violation: \$300.00; Third and subsequent violation: Up to \$1,000.00 but not less than \$300.00
10.38.010.A.1.h.	Snowmobile registration and numbering.	\$50.00
10.38.010.A.1.j.	Snowmobile and off-highway vehicle carrying more than the operator unless designed to carry more than one person.	\$75.00
10.38.010.A.5.	Snowmobile and off-highway vehicle operated on city streets or alleys	\$50.00
10.44.010	Driving through funeral procession	\$30.00
10.44.020	Conduct of funeral procession	\$30.00
10.48.010	Unlawful riding	\$30.00
10.48.020	Driving on sidewalk	\$30.00
10.48.030	Vehicle injurious to street	\$30.00

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10.48.040	Transportation of explosives	\$30.00
10.54.020	Abandonment of vehicles	\$500.00
Port and Harbor Facilities		
11.16.080	Failure to report accident to harbormaster.	\$100.00
11.20.010	Failure to restrain dogs on the harbor facilities; failure to remove and dispose of animal feces from the harbor facilities.	\$75.00 (1.28.080)
11.20.020	Persons riding bicycles or any wheeled or tracked vehicle or motorized equipment upon the float facilities.	\$75.00 (1.28.080)
11.20.030	Failure to register vessel with the harbormaster and anchor vessel in designated float areas.	\$75.00 (1.28.080)
11.20.040	Obstructing access to the harbor except as designated as loading and unloading spaces by the harbormaster. Does not include fishing nets.	
11.20.050	Using unapproved float bumpers in the small boat harbor.	\$75.00 (1.28.080)
11.20.060	Operating vessel searchlights or other bright lights in the harbor.	\$75.00 (1.28.080)
11.20.070	Tying auxiliary craft alongside, astern or ahead of a vessel moored in the harbor if such vessel obstructs vessel traffic or causes damage to other vessels.	\$75.00 (1.28.080)
11.20.080	Reckless operation of vessel in harbor.	\$75.00 (1.28.080)
11.20.090	Negligent operation of a vessel or aircraft within the harbor so as to create wake or damage, endanger or cause undue stress to harbor facilities or other vessels or occupants.	\$75.00 (1.28.080)
11.20.100	Posting without permission of the harbormaster, other than legal notices, on	\$75.00 (1.28.080)

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	any part of the harbor facilities without approval from the harbormaster.	
11.20.110	Constructing any improvements within the confines and exterior boundaries of the small boat harbor without filing the proper documentation with the city of Cordova.	\$75.00 (1.28.080)
11.20.120	Engaging in water sports activities within the small boat harbor where the body of a person comes into contact with the water without first filing written application with the harbormaster.	\$75.00 (1.28.080)
11.20.130	Parking unattended vehicles in fire lanes or approach trestles of the small boat harbor.	\$75.00 (1.28.080)
11.20.140	Use of fifty-five gallon drums to block stored vessels in the port of Cordova. All blocking for vessels stored in the port must be approved by the harbormaster.	\$75.00 (1.28.080)
11.24.010	Any person to spill or allow to be spilled any petroleum product within the small boat harbor.	\$50.00 FIRST OFFENSE; \$50-\$300 THEREAFTER (11.24.070)
11.24.020	Failure for vessels to carry on board at all times equipment designed to prevent petroleum products from being pumped or spilled overboard into the waters of the small boat harbor. Open skiffs powered by outboard engines with no inboard machinery are exempted.	\$50.00 FIRST OFFENSE; \$50-\$300 THEREAFTER (11.24.070)
11.24.030	Failure to report petroleum spills in the small boat harbor to the harbormaster or department of public safety.	\$50.00 FIRST OFFENSE; \$50-\$300 THEREAFTER (11.24.070)
Streets, Sidewalks and Public Places		
13.08.030	Failure for owner of property abutting upon a sidewalk to prevent obstructions to the	\$50.00 (13.08.100)

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	sidewalk area that would be hazardous to persons using the sidewalk area.	
13.08.040	Failure of owner of property abutting upon a sidewalk(s) to keep sidewalk(s) in such condition to conform with provisions of Section 13.08.010 and to maintain such to prevent hazard to persons using sidewalk areas.	\$50.00 (13.08.100)
13.08.050	Failure for any person occupying or controlling property abutting on any street in the city to keep the sidewalks on or appurtenant to said property clear and free from snow.	\$50.00 (13.08.100)
13.08.080	Construction of coal chutes, or openings for fuel, or freight chutes or doors, in any sidewalk or street without a permit issued by the city manager.	\$50.00 (13.08.100)
13.08.090	Failure to guard all coal chutes, freight chutes or other openings in the sidewalks of the city in an approved manner with strong metal railings, fastened in a secure manner.	\$50.00 (13.08.100)
13.12.010	Failure to obtain permit from city manager prior to excavating or tunnel construction under a public walk, street, alley or other public place in the city.	\$300.00 (13.12.130)
13.12.100	Failure for contractor to complete excavating work on time and excavation remains open past the maximum period allowed.	\$10.00 (residential); \$2.00 per hr (commercial)
13.12.110	Failure to remove all construction debris and dirt from the job site after completion or acceptance.	\$300.00 (13.12.130)
13.16.020	Obstructions interfering with traffic on sidewalks, parkways, streets and alleys of the city.	\$75.00 (1.28.080)
13.20.010	Failure to obtain a permit from the local building official prior to erecting, constructing, or maintaining any obstruction	\$50.00 (13.20.050)

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	that projects out or over or on any street, alley or sidewalk in the city.	
13.20.020	Failure to construct or install any stationary obstruction according to specifications as referenced in 13.12.020.	\$50.00 (13.20.050)
13.20.030	Failure to comply with height and clearance specifications when constructing signs or when placed in front of a building where there is a marquee.	\$50.00 (13.20.050)
13.20.040	Erecting any sign or banner of any kind or character across the streets or alleys of the city unless in accordance with city specifications.	\$50.00 (13.20.050)
Public Services		
14.08.060	Water service—prohibited conduct	\$300.00
14.20.030	Refuse collection required	\$75.00
14.20.060	Refuse collection—obstructions prohibited	\$75.00
14.20.070	Refuse collection—delivery to disposal site or incinerator	\$75.00
14.20.080	Containers—specifications	\$75.00
14.20.090	Containers—Placement	\$75.00
14.20.100	Containers—depositing other than refuse prohibited	\$75.00
14.20.110	Containers—unauthorized use prohibited	\$75.00
14.20.120	Garbage—unauthorized transport prohibited	\$75.00
14.20.130	Garbage—vehicle requirements	\$75.00
14.20.160	Trespassing, removal of material from refuse disposal site	\$75.00
Buildings and Construction		

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16.10.015(a & b)	Engaging in business in the city as a building contractor or electrical contractor without having first complied with the appropriate provisions of Alaska Statutes.	\$300.00 (16.10.020)
16.10.020	Adoption of Cordova Building Codes	\$300.00
16.20.204	Failure to obey or comply with the Uniform Mechanical Code, 1985 Edition.	\$300.00 (16.20.204)
16.30.010	Building permit required	\$300.00
16.30.015	Failure to obtain permit from building official for installing electrical equipment within or on any premises.	\$300.00 (16.10.020)
16.30.025(a & b)	Changing plans and specification after they have been approved by the building official.	\$300.00 (16.10.020)
16.30.045	Failure to repair, replace or alter electrical systems deemed to be unsafe by the building official.	\$300.00 (16.10.020)
16.30.050	Violation of a stop-work order.	\$300.00 (16.10.020)
16.30.055	Failure to obtain a new permit when work is recommenced after work has been suspended or abandoned for more than 180 days.	\$300.00 (16.10.020)
16.30.060(B)	Stop work order—Authority	\$300.00
16.80.020	Failure to comply with licensing requirements for operating or maintaining a mobile home park within the city limits.	\$100.00 (16.80.100)
16.80.055	Changing the boundaries or design, or addition of a mobile home or homes to a mobile home park without first obtaining an approved site plan specifying the changes or additions.	\$100.00 (16.80.100)
16.80.060(a)	Failure to manage a mobile home park according to specifications relating to sanitary facilities, utilities and appliances owned and operated by the park owners.	\$100.00 (16.80.100)

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	Failure to prevent littering on the premises at all times.	
16.80.060(b)	Failure for mobile homes, lean-tos and rafted roofs within a mobile home park to meet setback and spacing requirements.	\$100.00 (16.80.100)
16.80.060(c)	Failure for mobile home park to establish and maintain fire apparatus access roadway free of obstructions.	\$100.00 (16.80.100)
16.80.060(d)	Mobile home parks shall be well drained and free from insect breeding places. All fires must be contained. Unattended fires are not permitted.	\$100.00 (16.80.100)
16.80.060(e)	Failure for mobile home parks to supply an adequate supply of drinking water.	\$100.00 (16.80.100)
16.80.060(f)	Failure to connect mobile homes to a private or public sewer system.	\$100.00 (16.80.100)
16.80.060(g)	Failure to connect all wastewater fixtures to the private or public sewer system in an approved manner.	\$100.00 (16.80.100)
16.80.060(h)	Failure for park manager to provide and maintain garbage containers with close-fitting covers in convenient locations and ample numbers.	\$100.00 (16.80.100)
16.80.060(i)	Failure to have electrical hookups installed by a registered electrician and inspected by the city building inspector before a mobile home is hooked up.	\$100.00 (16.80.100)
16.80.060(j)	Failure for mobile home parks to have adequate fire protection.	\$100.00 (16.80.100)
16.80.060(k)	Failure for mobile home parks to provide for adequate snow disposal.	\$100.00 (16.80.100)
16.80.060(l)	Failure for mobile homes to be certified as manufactured mobile homes except for those located in temporary spaces and placed in a mobile home park prior to passage of ordinance 869.	\$100.00 (16.80.100)

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16.80.060(m)	All mobile homes placed in a mobile home park after passage of Ordinance 869 must meet setback requirements.	\$100.00 (16.80.100)
16.80.060(n)	Failure to obtain a site development permit prior to placement of a mobile home.	\$100.00 (16.80.100)
16.80.080	Failure to obtain building permit from the city building inspector prior to building lean-tos, rafted roofs and outbuildings.	\$100.00 (16.80.100)
16.80.080(a)	Lean-tos. Failure to comply with safety requirements.	\$100.00 (16.80.100)
16.80.080(b)	Rafted roofs. Failure to comply with height and span requirements.	\$100.00 (16.80.100)
16.80.080(c)	Outbuildings. Failure to meet setback requirements.	\$100.00 (16.80.100)
16.90.020	Operating an automobile trailer camp without first obtaining a license to operate such from the city building inspector. License not to be transferable.	\$100.00 (16.80.100)
16.90.040	Failure on the part of management to maintain the automobile trailer camp in an orderly, safe, and sanitary condition.	\$100.00 POSSIBLE REVOCATION OF LICENSE
16.90.060(a)	Failure for management to maintain automobile trailer camp in good repair and appearance and preventing littering.	\$100.00 (16.90.080A)
16.90.060(b)	Failure to comply with setback requirements for each trailer space within the trailer camp; failure to comply with roadway requirements within the trailer camp.	\$100.00 (16.90.080A)
16.90.060(c)	Failure to comply with drainage requirements and fires.	\$100.00 (16.90.080A)
16.90.060(d)	Failure to comply with requirements relating to safe drinking water supply.	\$100.00 (16.90.080A)
16.90.060(e)	Failure to comply with requirements relating to sanitary sewers and complying with DEC.	\$100.00 (16.90.080A)

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16.90.060(f)	Failure to comply with requirements relating to wastewater disposal.	\$100.00 (16.90.080A)
16.90.060(g)	Failure to comply with requirements for providing and maintaining garbage containers.	\$100.00 (16.90.080A)
16.90.060(h)	Connecting a trailer to the city electric system without first getting it inspected by a building inspector.	\$100.00 (16.90.080A)
16.90.080(b)	Any person to own or maintain any automobile trailer as a dwelling place outside of a licensed trailer camp aside from allowable exceptions.	\$100.00 (16.90.080A)
16.90.080(d)	Permanently affix trailer to the ground so as to prevent ready removal unless a permit to do so has been obtained as required for the construction of a new building.	\$100.00 (16.90.080A)
16.90.080(e)	Occupying a trailer for residence purposes when trailer has been immobilized unless such trailer complies with ordinances relating to single-family dwellings.	\$100.00 (16.90.080A)
Subdivisions		
17.16.010	Failure for subdivider of land to divulge to planning commission the character of development in the subdivision.	\$300.00 (17.24.020)
17.16.020	Streets must meet minimum width requirements.	\$300.00 (17.24.020)
17.16.030(a)	Major highways must conform to widths as designated on the major street plan.	\$300.00 (17.24.020)
17.16.030(b)	Minimum street widths must be 60 feet. When minor streets adjoin unsubdivided property, half street at least 30 feet wide may be dedicated; when subdivided property adjoins a half street, remainder of the street shall be dedicated.	\$300.00 (17.24.020)

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17.16.030(c)	Alleys must be constructed at the rear of all business lots and be at least twenty feet wide.	\$300.00 (17.24.020)
17.16.040	Blocks must meet size requirements.	\$300.00 (17.24.020)
17.16.040(c)	Dead-end streets must meet size requirements.	\$300.00 (17.24.020)
17.16.050(a)	All lots must provide satisfactory and desirable building sites.	\$300.00 (17.24.020)
17.16.050(b)	All side lines of lots shall be positioned to provide the best layout of the lot. Lots must not have double frontage.	\$300.00 (17.24.020)
17.16.050(c)	Lot sizes must conform to specifications as designated in the zoning ordinance.	\$300.00 (17.24.020)
17.16.050(d)	Corner lot sizes must meet size requirements.	\$300.00 (17.24.020)
17.16.060	Easements must be provided along side and rear lot lines.	\$300.00 (17.24.020)
17.16.070	Easements must be provided along each side of streams.	\$300.00 (17.24.020)
17.20.020	Streets and public ways to be graded to full width and appropriate grade as designated by cite specifications.	\$300.00 (17.24.020)
17.20.030	Sidewalks to be constructed according to city specifications.	\$300.00 (17.24.020)
17.20.040	Water supply and fire hydrants to be provided for all subdivisions in accordance with the National Board of Fire Underwriters.	\$300.00 (17.24.020)
17.20.050	Sanitary sewer lines to be provided for all subdivisions according to city specifications.	\$300.00 (17.24.020)
17.20.060	Design and layout of all subdivisions to conform with requirements of Chapter 17.16.	\$300.00 (17.24.020)

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17.24.060	Plat approval is required in order to subdivide or lay out land in lots.	\$300.00 (17.24.020)
Zoning		
18.04.030	Building and land use must conform to city specifications.	\$300.00 (18.80.060)
18.04.040	Building and land use prohibited in designated districts.	\$300.00 (18.80.060)
18.04.050	Public uses and structures must conform with city regulations.	\$300.00 (18.80.060)
18.04.060	Private uses of public land and structures must conform with city regulations.	\$300.00 (18.80.060)
18.76.010	Zoning compliance certificate required for:	\$300.00 (18.80.060)
	(a) Occupancy of building erected or structurally altered;	
	(b) Change in use of structure to use of different classification;	
	(c) Use of vacant land;	
	(d) Change in use of land to use of different classification;	
	(e) Change in use of nonconforming use.	
18.76.020	Written application for zoning compliance certificate to be made at time of application for building permit.	\$300.00 (18.80.060)
18.76.030	Written application for zoning compliance certificate to be made to the building official.	\$300.00 (18.80.060)
18.76.060	Falsification of zoning compliance certificate.	\$300.00 (18.80.060)
18.76.070	Applications for building permit must be filed with the building official.	\$300.00 (18.80.060)

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18.76.110	Failure to comply with restrictions or conditions required by the planning commission.	\$300.00 (18.80.060)
Environment		
19.04	Failure to comply with the requirements of this Chapter	\$500.00
<u>CMC</u>	<u>Offense</u>	<u>Maximum Fine</u>
<u>8.04.100(E)(1)</u>	<u>Dog bite or attack on person</u>	<u>\$1,000 maximum</u>
<u>8.04.100(E)(2)</u>	<u>Dog attack causing serious physical injury or death</u>	<u>\$1,000 maximum</u>
<u>8.04.100(E)(9)</u>	<u>Animal creating substantial public-safety threat</u>	<u>\$1,000 maximum</u>
<u>8.04.130(E)</u>	<u>Failure to produce animal for lawful quarantine/testing after order</u>	<u>\$500 maximum</u>
<u>8.04.130(F)</u>	<u>Remove/conceal/transfer/release/destroy quarantined animal</u>	<u>\$1,000 maximum</u>
<u>8.04.135</u>	<u>Material failure of duties following serious bite/attack</u>	<u>\$500 maximum</u>
<u>8.04.150(C)</u>	<u>Intentional violation of material conditional-release requirement</u>	<u>\$1,000 maximum</u>
<u>8.04.160</u>	<u>Material violation of potentially dangerous-dog or vicious-dog restriction/order</u>	<u>\$1,000 maximum</u>
<u>8.04.180(B)</u>	<u>Interference with animal control officer</u>	<u>\$500 maximum</u>
<u>8.04.180(C)</u>	<u>Unauthorized removal/release of impounded animal</u>	<u>\$1,000 maximum</u>
<u>8.04.180(D)</u>	<u>Conceal/relocate animal to prevent lawful enforcement</u>	<u>\$1,000 maximum</u>
<u>8.04.180(E)</u>	<u>Violation of quarantine/disease-control order</u>	<u>\$1,000 maximum</u>

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<u>8.04.180(F)</u>	<u>Violation of final potentially dangerous-dog or vicious-dog order</u>	<u>\$1,000 maximum</u>
<u>8.04.180(J)</u>	<u>Unlawful transfer of vicious dog</u>	<u>\$1,000 maximum</u>

Section 4. Repeal of Inconsistent Provisions.

All ordinances or parts of ordinances in conflict with this ordinance are repealed to the extent of the conflict. The repeal or amendment of an existing provision does not affect a violation committed, penalty incurred, proceeding commenced, or right accrued before the effective date of this ordinance, except as otherwise required by law.

Section 5. This ordinance shall be effective thirty (30) days after its passage and publication. This ordinance shall be enacted in accordance with Section 2.13 of the Charter of the City of Cordova, Alaska, within ten (10) days after its passage.

1st reading: October 7, 2026

2nd reading and public hearing: October 21, 2026

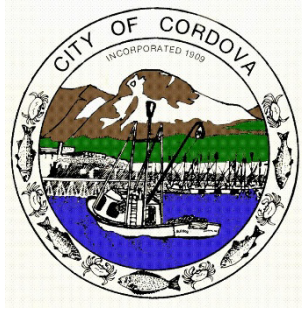
PASSED AND APPROVED THIS _____ DAY OF _____ 2026.

Kristin Smith, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

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



AGENDA ITEM # 14
City Council Meeting Date: 10/21/26
CITY COUNCIL COMMUNICATION FORM

FROM: Amanda Hadley Coward, City Planner

DATE: Wednesday, October 21, 2026

ITEM: Ordinance 1243 – Lease with Option to Purchase a Portion of Lots 11-14, Block 32, Original Townsite - First Reading

NEXT STEP: Decision on Adoption of Ordinance 1243

☒ ORDINANCE
☐ RESOLUTION

☐ INFORMATION
☐ MOTION

I. REQUEST OR ISSUE:

Requested Actions: Decision on the Adoption of Ordinance 1243
Applicant: David Evans
Legal Description: A Portion of Lots 11-14, Block 32, Original Townsite
Area: Approximately 14,626 Square Feet
Zoning: Low Density Residence District

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

“I move to adopt Ordinance 1243, an Ordinance of the Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a Lease with Option to Purchase Agreement with David Evans for Lot 11, Lot 12, a portion of Lot 13, and a portion of Lot 14, Block 32, Original Townsite.”

This agreement for the requested property and portions of property has been negotiated between David Evans and the City. It is now before the City Council for its consideration and review. The City Council may approve this agreement as presented, amend it, or choose not to sell the property.

III. FISCAL IMPACTS: If adopted, the property would become part of the City’s lease revenue, sales tax revenue, and possessory interest tax revenue during the lease period. The applicant may exercise his option to purchase. At such time, if a sale were to occur, the City would receive revenue from the sale and property tax revenue.

IV. BACKGROUND INFORMATION: David Evans and a partner put in a letter of interest to enter into a
ORDINANCE 1243 LEASE WITH OPTION TO PURCHASE AGREEMENT FOR A PORTION OF LOTS 11-14, BLOCK 32, ORIGINAL TOWNSITE

lease with option to purchase agreement with the City for lots 11, 12, 13, & 14, Block 32, Original Townsite. He would like to develop these lots and build three (3) residential homes. These residential homes will be built for resale.

Land Disposal Maps - Replat of Lots & Roadway

The lots requested are marked on the land disposal maps as “Available Requires Subdivision.” Two (2) of these lots as well as adjacent City lots include the existing Ski Hill Road within the property boundaries. This road is not within a platted right-of-way (ROW), and best practice would be to replat to represent the current roadway within a dedicated ROW. At a minimum, disposal of the requested lots would require a replat to dedicate the existing road as ROW and to rearrange the lot lines and adjacent ROW to maximize usable space. The details of any such replatting and ROW vacations would be final before building occurs on the lots.

Planning Commission Recommendation

On Tuesday, October 14, 2025, at 6:30 PM, the Planning Commission heard this agenda item. The Commission agreed that the applicants' proposed structure would provide quality housing options for the community, and the lots have been available for years with no interest. The Planning Commission approved a motion recommending that the City Council dispose of the lots by negotiating directly with the party that submitted the letter of interest to lease or purchase the property.

Vote: 5 yea, 0 nay, & 2 absent (Bolin & Trumblee)

Full Video: https://www.youtube.com/live/QUpF4CBgk4E?si=wC5vAHKLsHeOC_-G

City Council Decision

The Letter of Interest from the applicant was heard by the City Council at its regular meeting on Wednesday, November 05, 2025, regarding whether the requested property should or should not be leased or sold. The Council determined that it is in the best interest of the City to lease or sell the subject property and that the method for land disposal will be a request for proposals. The City Council said it will accept proposals from applicants for a lease or a lease with an option to purchase.

Vote: 7 yea, 0 nay, 0 absent.

Full Video: <https://www.youtube.com/live/blhZrTwsEK4?si=zq9e5Zk-Oei55rSZ>

Proposal of David Evans

The applicant submitted a full proposal on February 09, 2026. The request was to purchase the property through a lease with option to purchase agreement. The applicant would like to build three (3) single-family homes. Each would have a garage, three (3) bedrooms, and two (2) bathrooms. These are meant to be affordable cabin-style Cordova homes.

Staff Assessment

Assessment of the proposal for compliance with the Cordova Municipal Code (CMC). The applicant's proposed use of three (3) single-family dwellings across the four (4) lots is an approved use. The included plans show a two-story structure with a half-story loft, measuring thirty (30) feet and eight (8) inches. This fits with the zoning district requirements, as the maximum height shall not exceed two and one-half (2.5) stories or thirty-five (35) feet. The measurements are thirty-two (32) feet wide and thirty-one (31) feet deep. This size allows the applicant to meet the setback requirements in the zoning district: ten (10) feet from the curb line, five (5) feet from each side lot line, and a rear setback of 25% of the depth of the lot not to exceed fifteen (15) feet.

Planning Commission & City Council Proposal Review

At the Planning Commission regular meeting on Tuesday, March 10, 2026, the one (1) proposal that was received was reviewed. The Planning Commission recommended that the City Council sell the property to the applicant.

At the City Council regular meeting on Wednesday, April 01, 2026, the City Council reviewed the one (1) ORDINANCE 1243 LEASE WITH OPTION TO PURCHASE AGREEMENT FOR A PORTION OF LOTS 11-14, BLOCK 32, ORIGINAL TOWNSITE

proposal received and decided to negotiate a sale with the applicant.

Negotiations for the Lease with Option to Purchase Agreement

City Staff, City Attorney, and David Evans have diligently negotiated in good faith and drafted the contract before the City Council today.

The agreement has a development plan with a substantial completion requirement. Substantial completion requires David Evans to complete his proposed three (3) single-family homes within the five (5) year timeframe set forth in Exhibit B of the Lease with Option to Purchase Agreement. (For the full language, please see the attached Lease with Option to Purchase Agreement.)

Prior to construction occurring on the single-family homes, the replat of Lots 13 & 14 to remove Ski Hill Road from its boundaries shall be completed as shown in Exhibit C.

Applicable Code:

Chapter 18.20 - R LOW DENSITY RESIDENCE DISTRICT

18.20.010 - Permitted uses.

The following uses are permitted in the R low-density district:

- A. One-family, two-family and three-family dwellings;*
- B. Boardinghouses;*
- C. Truck gardening, the raising of bush and tree crops, flower gardening, and the use of greenhouses;*
- D. Home occupations;*
- E. Accessory buildings and uses not used or operated for gain and not including guest houses or accessory living quarters;*
- F. Required off-street parking.*

18.20.020 - Building height limit.

The maximum building height in the R low density district shall be two and one-half stories but shall not exceed thirty-five feet.

18.20.030 - Lot area.

- A. The minimum lot area in the R low-density district shall be four thousand square feet and the minimum lot width shall be forty feet.*
- B. The minimum lot area in the R low density district for dwellings shall be:*
 - 1. For a one—family dwelling, four thousand square feet per dwelling unit.*
 - 2. For a two-family and three-family dwelling, two thousand square feet per dwelling unit.*

18.20.040 - Front yard.

There shall be a front yard in the R low density district of not less than ten feet from curb line.

18.20.050 - Rear yard.

There shall be a rear yard in the R low density district of not less than twenty-five percent of the depth of the lot, but such yard need not exceed fifteen feet.

18.20.060 - Side yard.

- A. There shall be a side yard in the R low density district of not less than five feet. The minimum side yard on the street side of a corner lot shall be ten feet.*
- B. The following additional requirements shall apply to two-family and three-family dwellings in the R low density district:*

In case the building is so located on the lot that the rear thereof abuts one side yard and front abuts the other, the side yard along the rear of the building shall have a minimum width of twelve feet and the side yard along the front of the building shall have a minimum width of eighteen feet.

ORDINANCE 1243 LEASE WITH OPTION TO PURCHASE AGREEMENT FOR A PORTION OF LOTS 11-14, BLOCK 32, ORIGINAL TOWNSITE

18.56.010 – Lots and lot areas.

E. Every building hereafter erected shall be located on a lot as herein defined. If it is located on two or more lots, the building location must conform to the side yard requirements or it may straddle an interior lot line of such a parcel of lots. In no case shall there be more than one main residential building and its accessory buildings on one lot, unless specifically provided otherwise.

V. LEGAL ISSUES: The Lease with Option to Purchase Agreement with Exhibits A, B, & C has been reviewed by the City's legal counsel.

VI. SUMMARY AND ALTERNATIVES: The City Council now has the negotiated Lease with Option to Purchase Agreement before it and may choose to approve, not approve, direct Staff to amend the agreement, or choose not to sell the property.

VII. ATTACHMENTS:

- A. Ordinance 1243
- B. Lease with Option to Purchase Agreement and Exhibits A, B, & C

**CITY OF CORDOVA, ALASKA
ORDINANCE 1243**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE WITH OPTION TO
PURCHASE AGREEMENT WITH DAVID EVANS FOR A PORTION OF LOTS 11-14, BLOCK
32, ORIGINAL TOWNSITE**

WHEREAS, it is in the City of Cordova's interest to enter into a Lease with Option to Purchase Agreement ("Agreement") of a portion of Lots 11-14, Block 32, Original Townsite ("Property") to David Evans (Purchaser), for the uses specified in the Agreement; between the City of Cordova, Alaska ("City") and David Evans, attached to this Ordinance as Attachment A ("Agreement"); and

WHEREAS, David Evans submitted a proposal to purchase a portion of Lots 11-14, Block 32, Original Townsite ("Property") from the City of Cordova ("City"); and

WHEREAS, disposal of this property would benefit the City of Cordova financially through the proceeds received from the lease, as well as the property tax and sales tax revenue; and

WHEREAS, disposal of this property would lead towards the development of three (3) new single-family homes, which is in the best interest of the community and is consistent with the Comprehensive Plan; and

WHEREAS, the City Council Authorized the City Manager to negotiate a Lease with Option to Purchase Agreement with David Evans; and

WHEREAS, A Lease with Option to Purchase Agreement was negotiated by both parties in good faith and is now before the City Council for consideration; and

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

Section 1. The City Manager is authorized and directed to enter into an Agreement with David Evans in accordance with the terms in the Lease with Option to Purchase Agreement with Exhibits A, B, & C as attached in Attachment A to this Ordinance. The form and content of the Lease with Option to Purchase Agreement 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 Agreement reflecting the terms in the Lease with Option to Purchase Agreement 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 with Option to Purchase Agreement 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 (1) 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 (1) 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: October 21, 2026

2nd reading and public hearing:

PASSED AND APPROVED THIS ____ DAY OF ____ 2026.

Kristin Smith, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

CITY OF CORDOVA
Cordova, Alaska

LEASE WITH OPTION TO PURCHASE

This LEASE WITH OPTION TO PURCHASE (“Lease”) is made by and between the CITY OF CORDOVA, a municipal corporation organized and existing under the laws of the State of Alaska (the “City”), and DAVID EVANS (“Lessee”).

RECITALS

WHEREAS, the City owns that certain unimproved parcel of land in Cordova, Alaska, legally described as *Lots 11 and 12, Block 32, Original Townsite, and a portion of Lots 13 & 14, Block 32, Original Townsite, Records of the Cordova Recording District, Third Judicial District, State of Alaska*, and also known by Assessor’s Parcel No’s. 02-061-477, 02-061-479, 02-061-481, & 02-061-483 (referred to hereinafter as the “Premises”);

WHEREAS, Lessee desires to lease the Property from the City (the “Premises”) from the City and the City desires to lease the Premises to Lessee, on the terms and conditions set forth herein;

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

1. LEASE OF PREMISES

Subject to the terms and conditions set forth herein, the City leases to Lessee, and Lessee leases from the City, the Premises, which is more particularly described in the legal description, and which is illustrated by the diagram included, in Exhibit A, which Exhibit is attached and incorporated into this Lease.

2. LEASE TERM

The Lease Term will be (10) years, commencing on **November XX, 2026**, (the “Commencement Date”) and terminating at 11:59 p.m. on **November XX, 2036**, unless earlier terminated in accordance with the terms of this Lease (sometimes hereinafter referred to as the “Lease Term”). The Lease does not provide a lease renewal option.

3. RENT

A. Base Rent. The rent for the first five (5) years of the Lease Term will be Ten Thousand Two Hundred Forty-Six Dollars and Sixty-Eight Cents (\$10,246.68) annually, payable in monthly installments of Eight Hundred Fifty-Three Dollars and Eighty-Nine Cents (\$853.89) (“Base Rent”). Base Rent is due on the first day of each calendar month during the Lease Term. Base Rent must be paid in lawful money of the United States without abatement, deduction or set-off for any reason whatsoever, at the address set forth in Section 22.E of this Lease, or at any other place the City directs in writing. Base Rent shall be paid promptly when due without notice or demand therefore. The parties intend the Base Rent to be absolutely net to the City. All costs, expenses, and obligations of every kind and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and shall be paid by, Lessee.

B. Additional Charges. In addition to the Base Rent, Lessee acknowledges and agrees that Lessee is obligated to pay and will 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, and other payments that Lessee assumes or agrees to pay under the provisions of this Lease (collectively the “Additional Charges”).

Without limiting in any way Lessee's payment obligations, the City will 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 they have become due and payable, and that remain unpaid after reasonable written notice to Lessee. The amount paid by the City, plus the City's expenses, shall be Additional Charges due from Lessee to the City, with interest thereon at the rate of ten percent (10%) per annum from the date of payment thereof by the City until repayment thereof by Lessee.

C. Late Fee. Rent not paid within ten (10) days of the due date shall be assessed a late charge of ten percent (10%) of the delinquent amount; the charge shall be considered liquidated damages and shall be due and payable as Additional Charges. 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 fifth anniversary of the Commencement Date, Base Rent shall be adjusted annually by the Consumer Price Index (CPI-U) for the Anchorage, Alaska metropolitan area, as computed and published by the United States Bureau of Labor Statistics. Annual Base Rent adjustments will be equal to the percentage change between the then-current CPI-U and the CPI-U published for the same month during the previous year, except the first Base Rent adjustment, which will occur on the fifth anniversary of the Commencement Date, will be equal to the percentage increase in the CPI-U from the commencement date of this lease to the then-current 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.

4. USES AND CONDITION OF PREMISES

A. Authorized Uses. Subject to the terms and conditions of this Lease, Lessee's use of the Premises is limited to constructing and maintaining the project detailed in the site development plan (Exhibit B), and using the constructed buildings and structures as well as the undeveloped land only as specified in the development plan. The Lessee shall give prior written notice to the City of any proposed changes to the site development plan that are in furtherance of its authorized uses, and such changes are subject to City review and approval not to be unreasonably withheld or delayed. Lessee shall not leave the Premises unoccupied or vacant without the City's prior written consent.

C. Inspections. The City and its authorized representatives and agents shall have the right, but not the obligation, to enter the Premises at any reasonable time 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 work necessary for the safety or preservation of the Premises. Except in the event of an emergency, the City will give 48-hours' advance written notice of its intent to inspect 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.

D. Compliance with Laws. Lessee shall maintain and repair the Premises in compliance with all applicable laws, regulations, ordinances, rules, orders, permits, licenses, and other authorizations. Lessee shall not use or permit the use of the Premises for any purpose prohibited by law or which would cause a cancellation of any insurance policy covering the Premises. Lessee shall not cause or permit any Hazardous Material (as defined in Section 10.B of this Lease) to be brought upon, kept, or used in, on, or about the Premises except for such Hazardous Material as is necessary to conduct Lessee's authorized uses of the Premises. Any such Hazardous Material brought upon, kept, or used in, on, or about the Premises shall be used, kept, stored, and disposed of in a manner that complies with all environmental laws and regulations applicable to Hazardous Material. Lessee shall not cause or allow the release or discharge of any other materials or substances that are known to pose a hazard to the environment or human health.

E. Lessee's Acceptance of Premises. Lessee represents, warrants and acknowledges that it has inspected the Premises to its complete satisfaction and is familiar with its condition, and that the City makes no representations or warranties, express or implied, with respect thereto, including, but not limited to, the condition of the Premises (including environmental condition) or its suitability or fitness for any use Lessee may make of the Premises. Lessee accepts the Premises AS IS, WHERE IS, CONDITION 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 or the Premises shall be deemed to constitute an express or implied representation or warranty that the Premises, or any part thereof, are suitable or usable for any specific purpose whatsoever. Any such action or inaction shall be deemed to be and constitute performance of a discretionary policy and planning function only, and shall be immune and give no right of action as provided in Alaska Statute 9.65.070, or any amendment thereto.

F. Mutual Agreement to Terminate. The City and or Lessee may terminate this Lease for any or no reason by a written mutual agreement of the Parties, which notice must be received at least six (6) months prior to five (5) years from the date of the commencement of this Lease of 11:59 p.m. on **November XX, 2031**. The City will retain all payments made by the Lessee up to the agreed termination date.

5. DEVELOPMENT PLAN AND SUBSTANTIAL COMPLETION

A. Development Plan. The attached site development plan has been approved by the Cordova City Council, and is attached to this Lease as Exhibit B. Any proposed material change to the attached site development plan by Lessee will be treated as an amendment to the Lease, requiring the written consent of both parties in accordance with Section 22.B. This Lease does not confer any approval from the Cordova Planning Commission regarding the site development plan or substitute for any approval process required in Cordova Municipal Code. Rather it is Lessee's responsibility to ensure the site development plan complies with all city code requirements and procedures and may still be required to submit a plan for approval by the Planning Commission as required by Cordova Municipal Code Title 18.

B. Substantial Completion. Lessee must substantially complete construction of the project set forth in the site development plan attached as Exhibit B by **November XX, 2031**, which is Five (5) years after the Lease's Commencement Date. As used in this Lease, the term "substantially complete" shall mean the stage of construction when the building(s), whose footprint is outlined in the site development plan, including its structure, façade, windows, roof, heating, and lighting, are sufficiently complete so that Lessee can occupy and use the building and install or cause the installation of all equipment required for the contemplated use thereof, AND Lessee has provided to the City certificates of inspection from certified inspectors showing that the following inspections have been performed and that construction meets the codes adopted by the City in Cordova Municipal Code Title 16. The following inspections are the minimum required: any and all inspections that are required for financing the construction of the improvements provided for in the site development plan. These inspections shall be provided to the City within five (5) days of providing them to the entity financing the build. If Lessee fails to substantially complete the construction of the project set forth in the site development plan by **November XX, 2031**, Lessee will be in default of this Lease and the City may terminate the Lease and take any other action detailed in Section 13.

6. REPRESENTATIONS AND WARRANTIES

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

7. ASSIGNMENTS AND SUBLETTING; SUBORDINATION

Lessee shall not assign or otherwise transfer this Lease or any interest herein or sublet the Premises or any portion thereof, or permit the occupancy of any part of the Premises by any other person or entity, without the prior written consent of the City, which consent may be withheld in the City's absolute discretion. This Lease is subject and subordinate to any mortgages or trust deeds now and hereafter made against the Premises by the City and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security thereof, provided that, and as a condition thereto, City shall deliver to Lessee from the holder thereof a subordination non-disturbance and attornment agreement in a commercial reasonable form.

8. OPERATIONS, MAINTENANCE, UTILITIES, TAXES, & ASSESSMENTS

Lessee shall, at Lessee's sole cost and expense, be solely responsible for: (i) maintaining and repairing the Premises and shall not commit or allow any waste upon the Premises; (ii) obtaining any and all permits and approvals necessary for Lessee's use of the Premises; (iii) all utilities and services needed for Lessee's use of the Premises; (iv) all taxes and assessments levied against the Premises, and Lessee agrees to pay all such taxes and assessments when due, including, but not limited to, all utility bills and special assessments levied and unpaid as of the Commencement Date or hereafter levied for public improvements; (v) all licenses, excise fees, and occupation taxes with respect to the business and activities conducted on the Premises; (vi) all real property taxes, personal property taxes, and sales taxes related to the Premises or Lessee's use or occupancy thereof; and (vii) any taxes on the leasehold interest created under this Lease.

9. LIENS

Lessee will suffer no lien or other encumbrance to attach to the Premises, including, without limitation, mechanic's or materialman's liens, sales tax liens under Cordova Municipal Code 5.10.320, or property tax liens under Cordova Municipal Code 5.05.270. During the Lease Term, the City may enter the Premises at reasonable times, with or without prior notice, to post notice(s) of non-responsibility on the Premises. If the City posts any notice of non-responsibility on the Premises, Lessee will ensure that the notice is maintained in a conspicuous place.

10. INDEMNIFICATION

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

B. Environmental Release and Indemnification. The City makes no representation or warranty regarding the presence or absence of any Hazardous Material (as hereafter defined) on the Premises. Lessee releases the City and its authorized representatives, agents, officers, and employees from any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) arising during or after the Lease Term, that result from the use, keeping, storage, or disposal of Hazardous Material in, on, or about the Premises by Lessee, or that arise out of or result from Lessee's occupancy or use of the Premises or the use or occupancy of the Premises

by Lessee's employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees (other than the City), or authorized representatives. This release includes, without limitation, any and all costs incurred due to any investigation of the Premises or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, or by law or regulation. Lessee agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material generated, kept, or brought on the Premises by Lessee, its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees, or authorized representatives.

Lessee shall defend, indemnify, and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorneys' 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 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 Lessee or its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees (other than the City), or authorized representatives.

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

11. INSURANCE

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

A. General Liability. General liability insurance in respect of the Premises and naming the City as an additional insured, with minimum limits of liability of not less than One Million and 00/100 (\$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 and 00/100 Dollars (\$1,000,000.00) for property damage for each occurrence; and

B. Other Insurance. Such other and additional insurance policies and coverages that are mandated by the bank or other lending institution financing the construction of the structures and improvement provided for in the Lessee's site development plan, together with such other and additional insurance policies and coverages as may be reasonably requested by the City during the term of this Lease.

All insurance required under this Lease shall contain an endorsement requiring thirty (30) days' advance written notice to the City before cancellation or change in the coverage, scope, or amount of any policy. Before commencement of the Lease Term, Lessee shall provide the City with proof of the insurance required by this Section 11, and on a yearly basis during the term of this Lease on or before July 1 of any calendar year or upon request by the City.

12. OWNERSHIP AND REMOVAL OF THE FACILITIES

Unless Lessee exercises its Option to purchase (defined in Section 21) (in which case all improvements made by Lessee shall continue to be owned by Lessee), the facilities on the Premises are and shall remain the property of Lessee until the expiration or earlier termination of this Lease. Upon expiration or earlier termination of this Lease, at the option of the City, title to and ownership of the facilities shall automatically pass to, vest in, and belong to the City without further action on the part of either party other than the City's exercise of its option, and without cost or charge to the City. Lessee shall execute and deliver such instruments to the City as the City may reasonably request to reflect the termination of Lessee's interest in this Lease and the facilities and the City's title to and ownership thereof.

In the event that the City does not exercise its option provided in the immediately preceding paragraph, upon expiration or earlier termination of this Lease, Lessee shall remove from the Premises, at Lessee's sole expense, all of the facilities or the portion thereof that the City designates must be removed. In such event, Lessee shall repair, at Lessee's sole cost and expense, any damage to the Premises caused by the removal and return the Premises as near as possible to its original condition as existed on the Commencement Date. All facilities which are not promptly removed by Lessee pursuant to the City's request and in any event within thirty (30) days of the date of expiration or termination of this Lease may be removed, sold, destroyed or otherwise disposed of in any manner deemed appropriate by the City, all at Lessee's sole expense, and Lessee hereby agrees to pay the City for such expenses.

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

13. DEFAULT AND REMEDIES

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

i. The failure to make payment when due of any Base Rent, Additional Charges, or of any other sum herein specified to be paid by the Lessee if such failure is not cured within ten (10) days after written notice has been given to Lessee;

ii. The failure to pay any taxes or assessments due from the Lessee to the City and in any way related to this Lease, the Premises, any improvements, or the Lessee's activities or business conducted thereon, including, but not limited to, any real property, personal property, or sales tax if such failure is not cured within thirty (30) days after written notice has been given to Lessee;

iii. Lessee's failure to substantially complete the site development plan, including the timely submission of certificates of inspection from certified inspectors as required by Section 5;

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

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

vi. The abandonment or vacation of the Premises continues for a period of three (3) months of any consecutive four (4) month period during the Lease Term; notwithstanding the foregoing, leaving the Premises vacant pending development of improvements shall not be deemed abandonment;

vii. Execution, levy, or attachment on Lessee's interest in this Lease or the Premises, or any portion thereof;

viii. The breach or violation of any statutes, laws, regulations, rules, or ordinances of any kind applicable to Lessee's use or occupancy of the Premises if such breach or violation continues for a period of thirty (30) days or longer; or

ix. 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 is not cured within thirty (30) days after written notice has been given to Lessee, or if the default is of a nature that it cannot be cured within thirty (30) days, then a cure is commenced within thirty (30) days and diligently prosecuted until completion, weather and *force majeure* permitting. Notices given under this subsection shall specify the alleged breach and the applicable Lease provision and demand that the Lessee perform according to the terms of the Lease. No such notice shall be deemed a forfeiture or termination of this Lease unless the City expressly elects so in the notice.

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

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

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

iii. Declare this Lease terminated;

iv. Recover, whether this Lease is terminated or not, reasonable attorneys' fees and all other expenses incurred by the City by reason of the default or breach by Lessee, less any rents received in mitigation of Tenant's default (but City is not under any duty to relet Premises);

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

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

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

14. SUBSIDENCE

The City shall not be responsible for any washout, subsidence, avulsion, settling, or reliction to the Premises or for any injury caused thereby to Lessee's, any sub-lessee's, or any other person's property. The City is not obligated to replace, refill, or improve any part of the Premises during Lessee's occupancy in the event of a washout, subsidence, avulsion, settling, or reliction.

15. VACATION BY LESSEE

Upon the expiration or sooner termination of this Lease, Lessee shall peaceably vacate the Premises and the Premises shall be returned to the City by Lessee together with any alterations, additions, or improvements, unless the City requests that they be removed from the Premises. Upon such vacation

and surrender, Lessee shall remove from the Premises any items of personal property brought on to the Premises. Any such property not removed from the Premises within thirty (30) days of the expiration or termination of this Lease shall become the property of the City at no cost or charge to the City, and may be removed, sold, destroyed, or otherwise disposed of in any manner deemed appropriate by the City, all at Lessee's sole expense, and Lessee hereby agrees to pay the City for these expenses.

16. RESERVATION OF RIGHTS

The City reserves the right to designate and grant rights-of-way and utility easements across the Premises without compensating Lessee or any other party, including the right of ingress and egress to and from the Premises for the construction, operation, and maintenance of utilities and access, provided that Lessee shall be compensated for the taking or destruction of any improvements on the Premises, and provided further that the City's designation will not unreasonably interfere with Lessee's improvements or use of the Premises. Lessee shall be responsible for requesting a rental adjustment to reflect any reduction in the value of the Premises.

17. SIGNS

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

18. HOLDING OVER

If Lessee, with the City's written consent, remains in possession of the Premises after the expiration or termination of the Lease for any cause, or after the date in any notice given by the City to Lessee terminating this Lease, such holding over shall be deemed a tenancy from month to month at the same Base Rent applicable immediately prior to such expiration or termination, subject to adjustment in accordance with Cordova Municipal Code 7.40.090.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, rent, and purchase option, shall apply to the month-to-month tenancy. If Lessee holds over without the City's express written consent, Lessee is deemed to be a tenant at sufferance and may be removed through a forcible entry and detainer proceeding without service on Lessee of a notice to quit.

19. EMINENT DOMAIN

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

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

20. COSTS

Lessee shall be liable to and shall pay the City for the fees and costs incurred by the City in connection with the negotiation, drafting, preparation, operation, and enforcement of this Lease, including, without limitation, attorneys' fees and costs incurred by the City. All outstanding fees and costs shall be paid in full no later than the time of the City's execution of this Lease.

21. BUYER'S OPTION TO PURCHASE

A. Option. The City hereby grants to Lessee an option (the "Option") to purchase the Premises upon the terms and conditions stated in this Lease.

B. Option Period. The Option will commence upon the Commencement Date of this Lease and terminate the date the Lease terminates (the "Option Period"). If Lessee fails to exercise the Option during the Option Period, neither party shall have any further rights or claims against the other party by reason of the Option.

C. Exercise of Option. To exercise the Option, Lessee must provide written notice ("Notice of Exercise of Option") to the City, delivered or mailed by certified or registered mail, return receipt requested, to the City's address set forth in Section 22.E, at least sixty (60) days prior to the date Lessee intends to exercise the Option.

D. Conditions to Exercise Option. Lessee can only exercise the Option if all of the following conditions are satisfied: (i) no default exists or is continuing under this Lease and (ii) the building as described in the site development plan attached as Exhibit B is substantially completed as defined in section 5.B including the submission of all certificates of inspection from certified inspectors. And (iii) the replat of the portion of lots 13 and 14, block 32, Original Townsite must be completed by the Lessee and recorded to remove the Ski Hill Road from the premises as shown in Exhibit C to this Lease.

E. Purchase Price. Lessee shall have the right to purchase the Premises for \$102,466.77 ("Purchase Price") until the fifth anniversary of the Commencement Date. If Lessee exercises its Option to purchase the Premises after the fifth anniversary of the Commencement Date, the Purchase Price will be adjusted to the current fair market value, as reasonably determined by the City, excluding all improvements completed by Lessee under this Lease. In the event that Lessee exercises the Option on or before November XX, 2031, the payment due at Closing to the City ("Closing Payment") will equal the Purchase Price reduced by all Base Rent payments paid by Lessee to the City under this Lease. In the event that Lessee exercises the Option after November XX, 2031, the Closing Payment will equal the Purchase Price, and the Closing Payment will not be reduced by any Base Rent payments paid by Lessee to the City under this Lease.

F. Closing Date. The Closing must occur on a date (the "Closing Date") mutually agreed upon by the parties, but must be within sixty (60) days after the exercise of the Option.

G. Closing. At Closing, the City shall deliver a quitclaim deed, subject to matters of record, including those matters that have arisen out of Lessee's use and occupancy of the Premises, in recordable form, transferring marketable title (subject to Lessee's reasonable approval) and Lessee shall execute and deliver to the City the Closing Payment in full, in immediately available funds. This Lease will terminate upon the Closing of Lessee's purchase of the Premises. All costs and fees (including attorneys' fees) associated with the negotiation, drafting, preparation, and enforcement of a purchase and sale agreement and related documents, the closing of the transaction, and the termination of the leasehold interest in the Premises, including, but not limited to, environmental assessments, escrow fees, recording fees, and title insurance costs, will be paid by Lessee.

H. Cooperation for Consummating the Option. If Lessee exercises the Option, the City and Lessee each covenant and agree to sign, execute, and deliver, or cause to be signed, executed, and delivered, and to do or make, or cause to be done or made, upon the written request of the other party, any and all agreements, instruments, papers, deeds, acts, or things, supplemental, confirmatory, or otherwise, as may be reasonably required by either party hereto for the purpose of or in connection with consummating the Option.

I. City's Right of First Refusal. In the event Lessee exercises its Option and subsequently determines to sell or otherwise dispose of the Premises, the City shall have a continuous and exclusive right of first refusal to purchase the Premises. The parties must either include notice of the City's right of first refusal in the deed transferring the Premises to the Lessee, or execute a separate document acceptable to the City and in a recordable form ensuring the City's right of first refusal hereunder. The

document must be recorded contemporaneously with the recording of the deed. The City's right of first refusal to purchase the Premises must contain at least the following minimum terms and conditions (and such other terms as may be reasonably requested by the City):

i. Lessee may accept an offer for the sale or other disposition of the Premises only if it is made subject to the City's right of first refusal herein. Upon acceptance of an offer for the sale, disposition, conveyance, or transfer from a third party (the "Purchase Offer"), Lessee will present a copy of the Purchase Offer and acceptance to the City by written notice at the address set forth in Section 22.E. The City will then have sixty (60) days to either agree to purchase the Premises on the same terms and conditions set forth in the Purchase Offer, or decline to exercise its right of first refusal. The City shall give written notice of its decision to exercise or decline to exercise its right of first refusal to Lessee at the address set forth in Section 22.E no later than sixty (60) days after being presented with a copy of the Purchase Offer.

ii. If the City declines to exercise its right of first refusal, Lessee may then sell or otherwise dispose of the Premises to the third party on the same terms and conditions set forth in the Purchase Offer. If the sale or other disposition is completed on the same terms and conditions set forth in the Purchase Offer, then any interest of the City in and to the Premises shall cease and be of no further force and effect and the City shall provide in recordable form a release of its right of first refusal at the closing of the sale to the third party. If the sale or other disposition is not completed on the terms and conditions in the Purchase Offer, then the City will continue to have its exclusive right of first refusal under the procedures outlined above in this Section, before Lessee may convey or transfer its interest in the Premises to a third party.

22. MISCELLANEOUS

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

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

C. Governing Law and Venue. This Lease shall be subject to the provisions of the Cordova Municipal 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, partnership, joint venture, or of any association between Lessee 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 Lessee other than the relationship of lessee and lessor.

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

TO CITY:

City of Cordova

Attn: City Manager

P.O. Box 1210

Cordova, Alaska 99574

TO LESSEE:
David Evans
P.O. Box 2206
Cordova, AK 99574
&
55-137 Naupaka Street
Laie, HI 96763
coachdaviddevans@gmail.com

or to such other address as either party hereto may 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. 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 waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. 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 modify, effect or alter this Lease, but each and every term, covenant, and condition of this Lease shall continue in full force and effect with respect to any other existing or subsequent breach.

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

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

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

K. Estoppel Certificates. Either party shall at any time and from time to time, upon not less than ten (10) days' prior written request by the other party, execute, acknowledge, and deliver to such party a statement certifying that this Lease has not been amended and is in full force and effect (or, if there has been an amendment, that the same is in full force and effect as amended and stating the amendments); there are no defaults existing (or, if there is any claimed default, stating the nature and extent thereof); and stating the dates up to which the Base Rent and Additional 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. Lessee represents that it has all necessary power and is duly authorized to enter into this Lease and carry out the obligations of Lessee. Lessee further represents that Lessee has the necessary power to authorize and direct the officer of Lessee whose name and signature appear at the end of this Lease to execute the Lease on Lessee's behalf.

N. Exhibits. Exhibits A, Exhibits B, and Exhibits C to this Lease are specifically incorporated into the 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, successors, or permitted assigns of signatories to this Lease.

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

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

R. Attorneys' Fees. In the event that any suit or action is brought to enforce this Lease or any term or provision hereof, the parties agree that the prevailing party shall recover all attorneys' fees, costs, and expenses incurred in connection with such suit or action to the maximum extent allowed by law.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the Commencement Date.

CITY:

CITY OF CORDOVA

By: _____
SAMANTHA GREENWOOD

Its: CITY MANAGER

LESSEE:

DAVID EVANS

Exhibit A
Leased Premises

Approximate lot sizes of the lease area are as follows: Lot 11 is 4,281 square feet, Lot 12 is 4,500 square feet, Lot 13 is 3,708 square foot portion, & Lot 14 is 2,137 square foot portion.

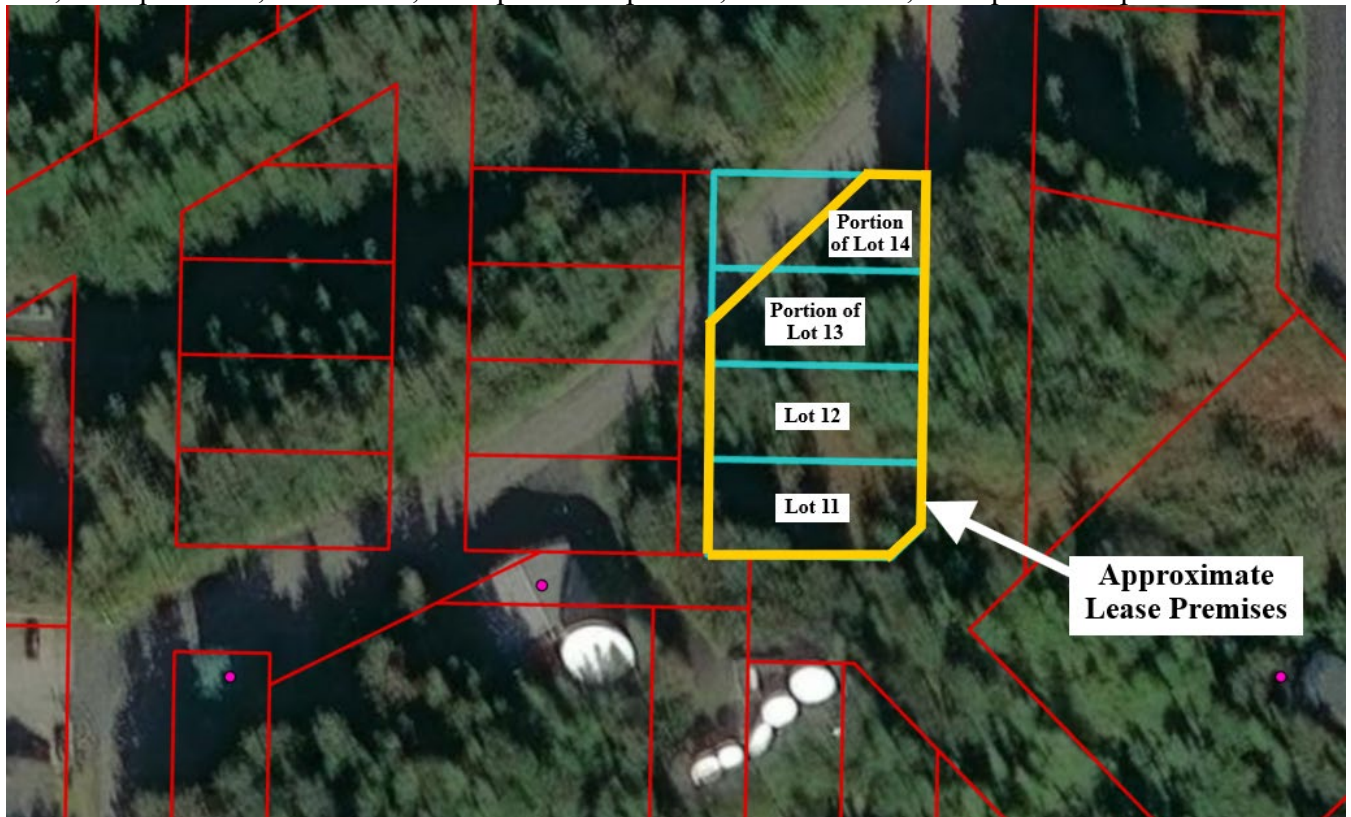


Exhibit B
Development Plan

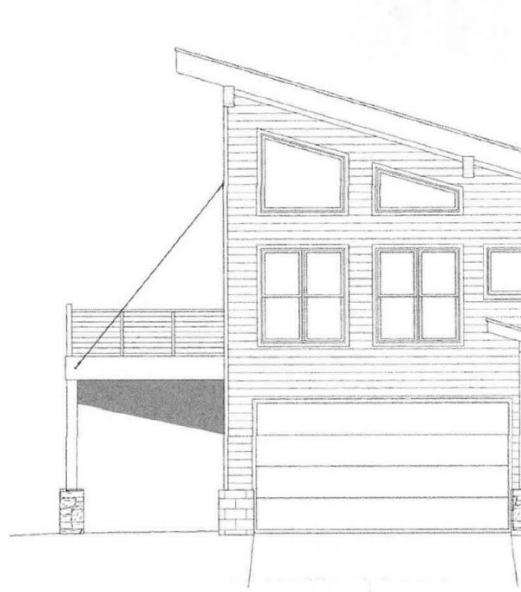
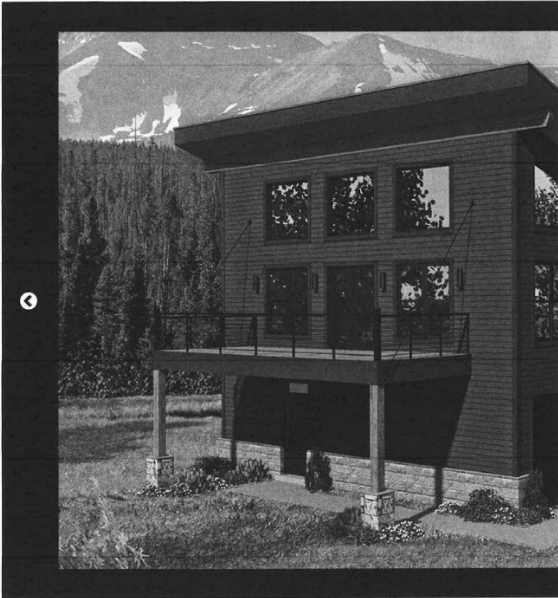
Construct three (3) single-family homes, 24 feet by 40 feet with a garage on the first floor, living space on the second floor, and a loft built into the roof system. A 1,559 square foot single-family home with three (3) bedrooms, two (2) baths, and a 625 square foot garage.

Lot 11 is approximately 4,281 square feet and will contain one single-family home.

Lot 12 is approximately 4,500 square feet and will contain a single-family home.

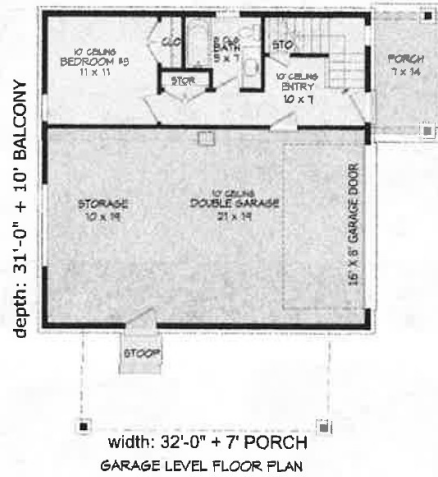
Lots 13 & 14 leased portion is approximately 5,845 square feet and will contain one single-family home straddling the lot line.

All drainage designs on the premises will be submitted to the Public Works Director and the City Planner for review.



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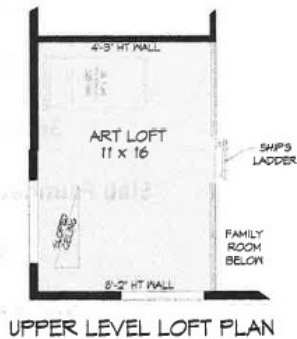
FIRST FLOOR



SECOND FLOOR



LOFT



Images copyrighted by the designer.

FEATURES



Master On Main Floor



**Drive Under Garage
Front Entry
Garage**



Open Floor Plan



Laundry On Main Floor



Front Porch



Loft

DETAILS

HEATED SQ FT

TOTAL HEATED AREA:	1,559 sq. ft.
FIRST FLOOR:	367 sq. ft.
SECOND FLOOR:	992 sq. ft.

LOFT:	200 sq. ft.
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UNHEATED SQ FT

TOTAL UNHEATED AREA:	625 sq. ft.
GARAGE:	625 sq. ft.

BEDROOMS:	3
-----------	---

FULL BATHS:	2
-------------	---

FLOORS:	3
---------	---

GARAGE SIZE:	2 car
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WIDTH:	32ft.
--------	-------

DEPTH:	31ft.
--------	-------

HEIGHT:	30ft.-8in.
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FOUNDATION:	Slab Foundation
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MAIN ROOF PITCH:	3:12
------------------	------

EXTERIOR FRAMING:	2x6 Wood
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Exhibit C

Replat to occur prior to the lessee building on the premises.



Road to be removed from the lots in the replat of the premises

Ski Hill Road

Lot line to be removed between lots 13 & 14, Block 32, Original Townsite

DRAFT



AGENDA ITEM 15
City Council Meeting Date: 10/21/26
CITY COUNCIL COMMUNICATION FORM

FROM: C. Hayden- Chief of Police

DATE: 10/21/26

ITEM: Resolution 10-26-30

ACTION: Reinstatement of E911 Surcharge to purchase, equip and maintain E911/NG911 for the purpose of increased public safety capability within the City of Cordova.

☐ Ordinance
☒ Resolution

☐ Motion
☐ Information

I. REQUEST OR ISSUE: Reinstatement of the E911 Surcharge on all wireless and wireline telephones for the purpose of purchasing, equipping, and maintaining E911/NG911 equipment for use by the Cordova Department of Public Safety.

II. RECOMMENDED ACTION: Staff has prepared the following motion for City Council to open this agenda item for discussion: “I move to approve ordinance 10-26-30, an ordinance of the City Council of the City of Cordova, Alaska, to reinstate the previously repealed E911 Surcharge for the purposes of purchasing, equipping, and maintaining an E911/NG911 system to meet the needs of the Cordova Department of Public Safety and modernize the First Responder Response in Cordova.

III. BACKGROUND: For the last decade or more, the Cordova Department of Public Safety has worked tirelessly in an effort to maintain, modernize, and evolve in an ever-changing Public Safety Landscape. This effort has continued through equipment failure, equipment obsolescence, staff shortages, budget reductions and lack of existing infrastructure.

As the landscape of public safety continues to evolve, so does the need for those Public Safety organizations to meet these evolving parameters.

When these parameters change, so do the demands of Public Safety Answering Points (Dispatch Centers.) Within those needs to evolve is the need for Public Safety entities to enhance the way they respond to emergency calls and communicate with first responders.

In March of 2012 the former E911 Surcharge was repealed due to a lack of existing infrastructure (Addressing,) the City of Cordova's inability to secure grant funding and/or budget the allocated amount for its implementation.

Since 2012, the City of Cordova has put in place the necessary addressing infrastructure through ARCGIS mapping solutions and the Cordova Department of Public Safety has those associated address points to further support E911/NG911 implementation in conjunction with infrastructure already in place. The local phone companies and carriers have been contacted and are in a position that is compliant with FCC requirements and are ready to provide Phase II data and information.

By implementing an E911/NG911 system within the Cordova Department of Public Safety for the benefit of Cordova, we as a municipal government can help address these critical response needs of our community.

IV. FISCAL IMPACTS: As inflation continues to rise and price increases continue throughout all sectors of business, not re-instating the surcharge and pushing this project further down the road will likely make E911 systems unobtainable for the City of Cordova, thus creating a liability on the City's behalf by not prioritizing the modernization of Public Safety Infrastructure with Public Safety being one of Municipal Government's most important obligations to the community it serves. Implementing the E911 charges allows the City the opportunity to enter into an affordable contract with a company that has the unique source code access and certified engineering credentials required to integrate E911 seamlessly with the City's existing public safety Computer-Aided Dispatch (CAD) software.

V. SUMMARY AND ALTERNATIVES: Council can knowingly and without faculty choose not to pass Resolution 10-26-30. In doing so, even after having been advised that price increases continue to grow year after year, essentially pricing out the City of Cordova and effectively limiting the ability for the Cordova Department of Public Safety to obtain vital information that can be the difference between life and death when communicating with EMS, FIRE, POLICE, AWT, and FOREST SERVICE RESPONDERS.

CITY OF CORDOVA, ALASKA
RESOLUTION 10-26-30

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
ESTABLISHING THE CITY OF CORDOVA ENHANCED 911 SURCHARGE EFFECTIVE
JANUARY 1, 2027; REPEALING AND SUPERSEDING RESOLUTIONS 08-10-49 AND 03-12-
20; AND PROVIDING FOR COLLECTION, ACCOUNTING, AND ANNUAL REVIEW.**

WHEREAS, the City Council adopted Resolution 08-10-49 in 2010 directing imposition of an Enhanced 911 (E911) surcharge, and subsequently adopted Resolution 03-12-20 in 2012 suspending its collection pending acquisition and activation of an E911 system; and

WHEREAS, the City intends to replace those earlier, differing directions with one clear and prospective surcharge authorization, while retaining records and funds lawfully collected under prior authority; and

WHEREAS, Cordova Public Safety Dispatch serves residents, visitors, police, volunteer fire and emergency medical personnel, state law enforcement, and other emergency response partners; and

WHEREAS, modernized E911 call handling and available caller-location information support the dispatch and transfer of timely emergency assistance, although location accuracy depends on carriers, devices, networks, mapping, and other factors; and

WHEREAS, AS 29.35.131 permits a municipality to impose, by ordinance or resolution, an E911 surcharge at equal rates of up to \$2.00 monthly for each eligible wireline access line and wireless telephone number and requires customer notice, annual Council review, and restricted use of revenue.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. Surcharge and Service Area. The City hereby imposes an E911 surcharge of two dollars (\$2.00) per month on each eligible wireless telephone number billed to an address within the E911 service area and each eligible wireline local exchange access line within that area, at equal rates and subject to the limitations, caps, and exceptions of AS 29.35.131. The service area for collection is the City of Cordova municipal area unless another lawful area is expressly approved.

A. The surcharge applies to eligible monthly service or billing periods beginning on or after January 1, 2027. The City Manager or written designee shall complete the statutory customer notice and provider coordination before that date. Providers shall bill and collect according to AS 29.35.131; the first customer invoice displaying the charge may occur in a later regular billing cycle. No surcharge shall be assessed retroactively for periods before January 1, 2027. If legal or provider prerequisites cannot be met for that date, staff shall suspend implementation rather than impose an unauthorized charge and promptly return to Council with a revised commencement proposal.

B. The City Manager or written designee shall coordinate with applicable local exchange and wireless providers, distribute required written customer notice explaining the surcharge and its use, establish remittance and reconciliation procedures, and monitor provider implementation in accordance with AS 29.35.131.

C. All E911 surcharge receipts shall be accounted for separately and used only for costs directly attributable to an E911 system and permitted under AS 29.35.131(i). The Finance Department shall maintain records of collections, statutory provider deductions, expenditures, balances, and required financial approvals.

D. The Council shall review the surcharge at least annually to evaluate whether the rate is adequate, excessive, or insufficient for anticipated eligible E911 needs, as required by AS 29.35.131.

Section 2. Controlling Authority; Repeal. Resolutions 08-10-49 and 03-12-20 are expressly repealed and superseded in full as of the effective date of this resolution. This resolution is the controlling City Council authority for the amount, imposition, commencement, collection, and administration of the Cordova E911 surcharge. Any provision of an earlier Council resolution addressing that surcharge that conflicts with this resolution is superseded only to the extent of the conflict. This enactment does not invalidate amounts lawfully collected, outstanding remittances, City accounting records, or lawful obligations incurred before its effective date.

PASSED AND APPROVED THIS 21st DAY OF OCTOBER 2026

Kristin Smith, Mayor

ATTEST:

Susan Bourgeois, City Clerk



CITY OF CORDOVA DEPARTMENT OF PUBLIC SAFETY

MEMORANDUM OF SUPPORT

TO: Mayor Kristin Smith and Members of the Cordova City Council

FROM: Brian Wildrick, Dispatch Supervisor

DATE: October 14th, 2026

SUBJECT: The Dispatch Operations Case for Enhanced 911

Mayor Smith and Members of the City Council,

As Dispatch Supervisor for the Cordova Department of Public Safety, I am writing to express my strong support for the Enhanced 911 surcharge resolution and the CentralSquare Technologies, LLC agreement. Our telecommunicators are often the vital first point of contact in a crisis, serving as the hidden front line before field personnel arrive. We must turn a frantic call for help into an accurate, coordinated response, extracting and relaying critical location and hazard data, while being the calm in the chaos. These calls come from visitors, our friends, families, and neighbors.

The very first question we ask is “Where is the location of the emergency?” It can also be the hardest question to answer. A caller may be a child, unfamiliar with Cordova, unable to speak, injured, disoriented, or experiencing a medical emergency. An open line or disconnected call can leave us searching for information that wasn’t provided, and unable to send resources. Our dispatchers follow procedures, use available records and mapping, verify information, and continue working every lead they can. We train to provide the best possible first response for our tight-knit community.

We also manage what happens next during critical incidents. We relay and notate updates as they are received, assign the right resources, page volunteer fire and EMS personnel, communicate with Cordova Police and State partners, and monitor the safety of responders already on scene. The details of a call can change quickly. Accurate, usable call information helps us pass those changes along before responders are committed to the wrong location or an incomplete picture of the situation.

E-911 is a highly reliable way to help pinpoint caller location and helps filter out duplicate calls about the same incident. It is not a replacement for a well-trained dispatcher but will consistently provide number and location information that is essential to eliminating



guesswork and long lines of questioning in critical, time-sensitive situations. In life and death situations, *seconds matter*.

As public safety demands evolve, the revenue generated by this dedicated surcharge remains completely indispensable. These funds do not serve as general revenue; instead, they directly support the acquisition of future ready infrastructure, critical maintenance, and upgrades to E911 systems that provide invaluable information. I support this surcharge, the dispatchers and first responders tasked with protecting our community. Thank you for your continued dedication to public safety.

Respectfully,

Brian Wildrick

Dispatch Supervisor | Cordova Police Department

CITY OF CORDOVA | CORDOVA POLICE DEPARTMENT

MEMORANDUM OF SUPPORT

TO: Mayor Kristin Smith and Members of the Cordova City Council

FROM: Ryan D. McMicken, Police Sergeant

DATE: October 14th, 2026

SUBJECT: Field response and public safety systems support for Enhanced 911

Mayor Smith and Members of the City Council,

As a Sergeant with the Cordova Police Department, I support replacing the City's old E911 surcharge resolutions with one clear authorization and moving forward with the CentralSquare E911 agreement. My perspective comes from supervising field responses and from helping administer the dispatch and records systems our people use every day.

When Dispatch sends an officer to a call, the information in that first transmission shapes the response: which direction we travel, what hazards we anticipate, how we approach a scene and which additional resources we ask for. If the location is wrong or unknown, every part of that response is harder. An officer can drive quickly and act decisively, but neither helps someone if we are going to the wrong place.

In Cordova, a caller may be on a harbor dock, a trail, a road without a familiar landmark, or at a residence they cannot describe. A frightened child may know only what is happening, not where. Someone with a medical emergency may stop answering questions. A person in danger may not be able to talk openly. Those situations are not a reflection of poor call-taking; they are why our dispatchers need access to every reliable piece of location and calling information the system can supply.

I also understand what successful implementation demands. New equipment does not work simply because it arrives. Dispatchers and responders need tested call handling, location verification, accurate mapping, clear procedures, effective backup operations, training and someone accountable for ongoing maintenance. Department-level administration is valuable because we work with these systems directly, but it must operate under the City's written delegation, purchasing rules and budget controls.

The January 1, 2027 proposed surcharge should be properly noticed, separately accounted for and used only for eligible E911 costs. The October 7 CentralSquare quote totals \$80,701.15 initially; its contract and renewal obligations still need final review. I support that financial accountability, because residents should know why the charge exists and how the City is using it.

We will continue responding to every call with the tools available. But we should not let an avoidable gap in our communications system become another obstacle between a person in danger and the help they need. I respectfully ask Council to approve both resolutions and commit to a dependable, well-maintained E911 system for our community.

Respectfully,

Ryan D. McMicken

Police Sergeant | Cordova Police Department

**CITY OF CORDOVA, ALASKA
RESOLUTION 08-10-49**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
DIRECTING THE IMPOSITION OF AN E-911 SURCHARGE**

WHEREAS, a reliable 911 system is vital to the safety of a community, and any 911 system is useless unless the emergency dispatcher can determine the location of the caller; and

WHEREAS, the Emergency Dispatch center of the City of Cordova Police Department no longer has the ability to identify and locate an unconscious or disabled 911 caller if they are unable to speak or if they have their phone number "blocked" for Caller I.D.; and

WHEREAS, an enhanced 911 system is desperately needed so that in the event of a serious incident or medical emergency, our family, friends and community can be assured that their police, fire and emergency medical personnel will know exactly who they are and where they are so help can be sent to them immediately; and

WHEREAS, the City of Cordova faces a tremendous liability exposure in the event of disability or death of a 911 caller due to the inability to get to the scene in a timely manner; and

WHEREAS, the Enhanced 911 system will have reverse 911 capability, greatly enhancing communication of imminent danger to residents of Cordova; and

WHEREAS, AS29.35.131(a) authorizes a municipality to impose a 911 surcharge of up to \$2.00 (Two Dollars) per month for each wire line and wireless phone in the community to be used for acquisition and maintenance of an Enhanced 911 system; and

WHEREAS, AS29.35.131(b) states that "a local exchange telephone company providing service in a municipality that has imposed an enhanced 911 surcharge shall bill each month and collect the surcharge from customers in the enhanced 911 service area. A wireless telephone company that provides telephone service to wireless telephone customers with billing addresses within the enhanced 911 service area shall impose an enhanced 911 surcharge each month and collect the surcharge from customers in the enhanced 911 service area."; and

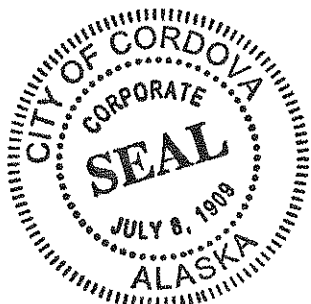
WHEREAS, all land based telephone companies and wireless telephone companies that collect the enhanced 911 surcharge shall remit the amount collected to the city no later than 60 days after the end of the month in which the amount was collected.

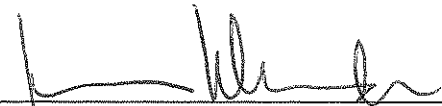
NOW, THEREFORE BE IT RESOLVED THAT the City Council of Cordova, Alaska, hereby approves and supports the efforts of City staff to pursue and acquire an enhanced 911 system for the benefit of the people of the community of Cordova, Alaska. It is further resolved that the City of Cordova, in order to fund and maintain an enhanced 911 system, shall implement a \$2.00 (Two Dollars) per wire line and wireless line telephone surcharge in accordance with AS29.35.131.

PASSED AND APPROVED THIS 20th DAY OF October, 2010.

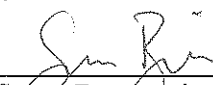
First Reading - 08/04/10, 10/06/10

Second Reading and Public Hearing - 10/20/10




James Kallander, Mayor

ATTEST:


Susan Bourgeois, City Clerk

**CITY OF CORDOVA, ALASKA
RESOLUTION 03-12-20**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
SUSPENDING THE COLLECTION OF AN E-911 SURCHARGE ON ALL LANDLINES
AND WIRELESS TELEPHONES IN CORDOVA**

WHEREAS, On October 20, 2010, the Cordova City Council approved resolution 08-10-49 which authorized the third party collection of a surcharge on all landlines and wireless telephones for the purposes of supporting an enhanced 911 system and;

WHEREAS, the City of Cordova has not secured any grants or budgeted any City funds in the Fiscal Year 2012 Budgets toward implementing an enhanced 911 service; and

WHEREAS, acquisition of and activation of an enhanced 911 system is unlikely to occur in the near future.

NOW, THEREFORE BE IT RESOLVED THAT the City Council of Cordova, Alaska, hereby suspends the surcharge collection authorization until an enhanced 911 system has been acquired and activated.

PASSED AND APPROVED THIS 21st DAY OF MARCH, 2012.




James Kallander, Mayor

ATTEST:


Susan Bourgeois, City Clerk



AGENDA ITEM 16
City Council Meeting Date: 10/21/26
CITY COUNCIL COMMUNICATION FORM

FROM: C. Hayden- Chief of Police
DATE: 10/21/26
ITEM: Resolution 10-26-31 Award of Sole Source Contract to Central Square Technologies LLC. for the procurement of the Vertex E911 Call Handling Solution.
NEXT STEP: Council approval of a resolution authorizing the City Manager to negotiate the contract

☐ ORDINANCE
☐ MOTION

☒ RESOLUTION
☐ INFORMATION

I. REQUEST OR ISSUE: To approve a sole source contract with Central Square Technologies LLC. by way of 7.10.150-Sole Source Procurement for Central Square Technologies LLC- Vertex E911 Call Handling Solution.

7.10.150 - Sole source procurements.

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

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

B. The award of any contract under this section shall be subject to prior council approval in accordance with Section 7.10.040.

This contract meets the requirements of 7.10.150(A)(5) above. The professional Services provided by Central Square Technologies LLC can be viewed as follows:

Central Square possesses the unique source code access and certified engineering credentials required to integrate Vertex seamlessly with the city's existing public safety databases or Computer-Aided Dispatch (CAD) software, which is a professional service.

Central Square Technologies LLC has provided a revised Vertex E911/NG911 quote (Quote # Q-255505) dated October 7th, 2026 for years One through Five for a total of \$80,701.15 which was heavily discounted from \$121,679.15. This is by far the lowest cost from any supplier that was researched, demoed or connected with and where a quote was issued.

The professional service contract Central Square Technologies LLC will provide the Cordova Department of Public Safety with the Vertex E911 System includes Software, Hardware & Installation, Centerline AI capability, Management Services, Technical Services, Training Services, and initial Travel and per diem expenses for installation technicians. Year One (1) Subscription Total price is 32,873.62. It is in the city's best interest to secure this contract.

II. RECOMMENDED ACTION / NEXT STEP: Council suggested motion “to approve 10-26-31, a resolution of the Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a sole-source contract with Central Square Technologies LLC. for Vertex E911 Call Handling Solution not to exceed \$80,701.15.

III. FISCAL IMPACTS: The October 7 quotation for Year One, expiring December 31, 2026, totals \$80,701.15. After discounts and distribution of service fees, Year One comes to a total of \$58,016.15 which is composed of software/hardware annual subscriptions, service payments and travel as incurred.

The first-year payment of \$58,016.15 and future funding for this project must be supported by the existing earmarked E911 surcharge balance of \$63,734 and future E911 surcharge collections. An estimated future gross collection of \$72,000 annually for billable connections would not prove available in time for procurement; however, it would cover annual costs (after implementation) for years Two through Five. Annual cost for Year- Two \$44,216.15, Year-Three \$44,216.15, Year-Four \$32,873.65 and Year-Five \$32,873.65. No borrowing or lease financing is necessary with this contract.

IV. BACKGROUND INFORMATION: Enhanced 911 systems are necessary in that, in the event of a serious incident, medical emergency, domestic violence incident, language barrier, caller disability, open-line call, hang-up call, blocked caller identification, or other emergency where the caller cannot clearly communicate, dispatchers and first responders have the best available information to locate the caller based on their Cell phones' geolocation and provide a timely emergency response.

The inability to accurately identify and locate 911 callers based on their respective Wireline and Wireless Location creates an operational and public safety risk, particularly when seconds matter and when callers are unable to speak, do not know their location, are incapacitated, are children, are visitors, or are otherwise unable to provide reliable location information.

911 open-line and 911 hang-up calls occurring from June 16, 2023 through August 26, 2026 accounted for five hundred thirty-six (536) of total Open Line and Hang-up calls received.

For purposes of the associated review, a call was considered to have a known location only when the CAD record or call narrative established a legitimate and specific address or other precise incident location that could reasonably identify where the 911 call or associated incident occurred. In instances

of an open line or hang up, the Cordova Police Department address is used because the callers location is unknown.

Based on that standard, four hundred twenty-three (423) of the five hundred thirty-six (536) calls, or approximately 78.9%, did not contain a legitimate, usable incident location to determine where a response might be needed. The location problem was especially pronounced in 911 open-line calls (where the connection is made, but no one is speaking with dispatch,) where two hundred sixty-eight (268) of three hundred four (304) calls, or approximately 88.2%, lacked a legitimate, usable incident location to determine where a response might be needed, while one hundred fifty-five (155) of two hundred thirty-two (232) 911 hang-up calls, or approximately 66.8% lacked such a location to determine where a response might be needed.

The City of Cordova faces increased public safety and liability concerns if emergency responders are delayed because the dispatch center lacks the necessary technology to accurately identify, locate, and process emergency calls as wireline telephones continue to fade into obscurity and the bulk of the population moves to cellular devices, which allow them to call from anywhere.

V. SUMMARY AND ALTERNATIVES: Council could choose not to approve the contract. In doing so, the Cordova Department of Public Safety would be again forced to stagnate and approach contemporary public safety problems with antiquated response approaches. Finally, by not approving the requested sole-source contract, and because it is unlikely the Cordova Department of Public Safety will see an offer this beneficial to the City of Cordova as a whole again, it will once again push this project down the road where prices will again rise and the City of Cordova will unlikely be able to afford the cost associated with this technology in the future.

CITY OF CORDOVA, ALASKA
RESOLUTION 10-26-31

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING THE CITY MANAGER TO ENTER INTO A SOLE SOURCE CONTRACT
WITH CENTRAL SQUARE TECHNOLOGIES, LLC FOR THE ACQUISITION OF THE
VERTEX E911 CALL HANDLING SOLUTION.**

WHEREAS, Cordova Public Safety Dispatch needs reliable emergency call-handling, caller-identification and available caller-location tools to coordinate police, fire, emergency medical and partner agency response; and

WHEREAS, Central Square Technologies, LLC supplied Quote Q-255505 dated October 7, 2026, valid through December 31, 2026, for Vertex NG911 and related products and services at an initial quoted total of \$80,701.15 with services charges of \$34,027.50 spread over 3 years, bringing First year total to \$58,016.15; Second year total to \$44,216.15, Third year total to \$44,216.15, Fourth year total to \$32,873.65 and Fifth year total to \$32,873.65; and

WHEREAS, the quotation includes the first year of subscriptions but is nonbinding, does not establish future renewal pricing, and requires a definitive written agreement; and

WHEREAS, Cordova Municipal Code Chapter 7.10 governs contracting, procurement, Council approval, availability of funds, written designation, and contract duration; and

WHEREAS, the City wishes to authorize continuing operation and routine administration of E911 services, within authorized appropriations and delegated purchasing authority.

WHEREAS, The City Council authorizes the City Manager to enter into a definitive written agreement with Central Square Technologies for the E911 products and services identified in Quote Q-255505, dated October 7, 2026, attached as Exhibits A & B, with an initial quoted price of \$80,701.15. 15 with services charges of \$34,027.50 spread over 3 years, bringing First year total to \$58,016.15; Second year total to \$44,216.15, Third year total to \$44,216.15, Fourth year total to \$32,873.65 and Fifth year total to \$32,873.65; and

WHEREAS, The City may pay eligible contract charges from legally available and appropriated E911 surcharge funds consistent with AS 29.35.131(I); charges found ineligible must use another lawful, available appropriation. No payment is authorized, absent sufficient lawful spending authority; and

WHEREAS, City Council does hereby approve the following as required in Cordova Municipal Code Section 7.10.040, Council approval of contracts:

- A. Contractor:
Central Square Technologies LLC.

- B. Contract price:
not to exceed \$212,195.75 for total 5-year performance period.
- C. Nature and quantity of performance that the City shall receive:
Purchase, Implementation, Services, hardware/software subscription and installation.
- D. Time for performance:
5 years; with option to renew or enter new contract; and;

WHEREAS, pursuant to Cordova Municipal Code Section 7.10.150(A)(5), the City Manager has determined in writing that, entering into this contract is in the best interests of the city because it directly elevates the capability of the Cordova Department of Public Safety to provide the most efficient response in the event of an emergency.

NOW, THEREFORE, BE IT RESOLVED THAT the Council of the City of Cordova, Alaska, hereby authorizes the City Manager to enter into a sole source contract with Central Square Technologies, LLC for the acquisition of the Vertex E911 Call Handling Solution.

PASSED AND APPROVED THIS 21st DAY OF OCTOBER 2026.

Kristin Smith, Mayor

ATTEST:

Susan Bourgeois, City Clerk

**CITY OF CORDOVA, ALASKA
RESOLUTION 08-10-49**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
DIRECTING THE IMPOSITION OF AN E-911 SURCHARGE**

WHEREAS, a reliable 911 system is vital to the safety of a community, and any 911 system is useless unless the emergency dispatcher can determine the location of the caller; and

WHEREAS, the Emergency Dispatch center of the City of Cordova Police Department no longer has the ability to identify and locate an unconscious or disabled 911 caller if they are unable to speak or if they have their phone number "blocked" for Caller I.D.; and

WHEREAS, an enhanced 911 system is desperately needed so that in the event of a serious incident or medical emergency, our family, friends and community can be assured that their police, fire and emergency medical personnel will know exactly who they are and where they are so help can be sent to them immediately; and

WHEREAS, the City of Cordova faces a tremendous liability exposure in the event of disability or death of a 911 caller due to the inability to get to the scene in a timely manner; and

WHEREAS, the Enhanced 911 system will have reverse 911 capability, greatly enhancing communication of imminent danger to residents of Cordova; and

WHEREAS, AS29.35.131(a) authorizes a municipality to impose a 911 surcharge of up to \$2.00 (Two Dollars) per month for each wire line and wireless phone in the community to be used for acquisition and maintenance of an Enhanced 911 system; and

WHEREAS, AS29.35.131(b) states that "a local exchange telephone company providing service in a municipality that has imposed an enhanced 911 surcharge shall bill each month and collect the surcharge from customers in the enhanced 911 service area. A wireless telephone company that provides telephone service to wireless telephone customers with billing addresses within the enhanced 911 service area shall impose an enhanced 911 surcharge each month and collect the surcharge from customers in the enhanced 911 service area."; and

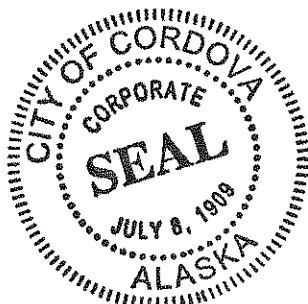
WHEREAS, all land based telephone companies and wireless telephone companies that collect the enhanced 911 surcharge shall remit the amount collected to the city no later than 60 days after the end of the month in which the amount was collected.

NOW, THEREFORE BE IT RESOLVED THAT the City Council of Cordova, Alaska, hereby approves and supports the efforts of City staff to pursue and acquire an enhanced 911 system for the benefit of the people of the community of Cordova, Alaska. It is further resolved that the City of Cordova, in order to fund and maintain an enhanced 911 system, shall implement a \$2.00 (Two Dollars) per wire line and wireless line telephone surcharge in accordance with AS29.35.131.

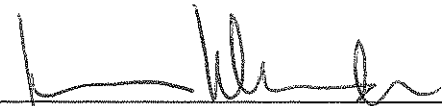
PASSED AND APPROVED THIS 20th DAY OF October, 2010.

First Reading - 08/04/10, 10/06/10

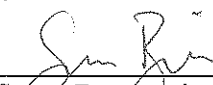
Second Reading and Public Hearing - 10/20/10



Res 08-10-49
Page 1 of 1


James Kallander, Mayor

ATTEST:


Susan Bourgeois, City Clerk

**CITY OF CORDOVA, ALASKA
RESOLUTION 03-12-20**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
SUSPENDING THE COLLECTION OF AN E-911 SURCHARGE ON ALL LANDLINES
AND WIRELESS TELEPHONES IN CORDOVA**

WHEREAS, On October 20, 2010, the Cordova City Council approved resolution 08-10-49 which authorized the third party collection of a surcharge on all landlines and wireless telephones for the purposes of supporting an enhanced 911 system and;

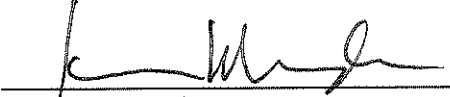
WHEREAS, the City of Cordova has not secured any grants or budgeted any City funds in the Fiscal Year 2012 Budgets toward implementing an enhanced 911 service; and

WHEREAS, acquisition of and activation of an enhanced 911 system is unlikely to occur in the near future.

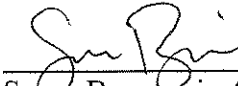
NOW, THEREFORE BE IT RESOLVED THAT the City Council of Cordova, Alaska, hereby suspends the surcharge collection authorization until an enhanced 911 system has been acquired and activated.

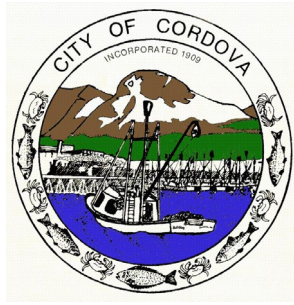
PASSED AND APPROVED THIS 21st DAY OF MARCH, 2012.




James Kallander, Mayor

ATTEST:


Susan Bourgeois, City Clerk



AGENDA ITEM # 17
City Council Meeting Date: 10/21/26
CITY COUNCIL COMMUNICATION FORM

FROM: Amanda Hadley Coward, City Planner

DATE: Wednesday, October 21, 2026

ITEM: Land Disposal – Letter of Interest for a Portion of ATS 220, Approximately 1,116 Square Feet in Size

NEXT STEP: Make a Decision on the Land Disposal Request

☐ INFORMATION
☒ MOTION

☐ RESOLUTION
☐ ORDINANCE

I. REQUEST OR ISSUE:

Requested Actions: Make a Decision on the Land Disposal Request
Legal Description: ATS 220, a portion of approximately 1,116 square feet in size
Area: Approximately 1,116 square feet
Zoning: Not Zoned
Land Disposal Map Designation: Tidelands

II. RECOMMENDED ACTION / NEXT STEP: Staff has provided the following motion for the City Council to open the agenda item for discussion:

“I move to dispose of the requested portion of ATS 220, approximately 1,116 square feet in size, as outlined in Cordova Municipal Code 7.40.060 (B) by *”

Choose one of the following to insert for the asterisk:

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

III. FISCAL IMPACTS: The property would become part of the City’s revenue from the sale of the

property and future property tax revenue.

IV. BACKGROUND INFORMATION: The applicant, Blythe Thomas, would like to be able to have legal access to the lower portion of her property from the right-of-way (ROW). Between the rear lot line of her property and the ROW is a 1,116-square-foot portion of ATS 220 tidelands. The applicant is requesting to purchase this portion of ATS 220 from the City to ensure future access to the lower portion of her property and to clean up lot lines in the area.

Staff has no objection to the purchase of this property, and if the property is to be sold to the applicant, the property should be required to be replatted with her current lot to avoid creating a substandard lot.

Planning Commission Recommendation

This agenda item was heard by the Planning Commission at its Regular Meeting on Tuesday, September 08, 2026. The Commission recommended that the City sell the property to the applicant by negotiating an agreement directly with the applicant.

Vote: 6 yes, 0 no, 1 absent (Trumblee)

Full Video: https://www.youtube.com/live/aCY_pmgXLK8?si=PyTLSESsk5E763iM

Harbor Commission Recommendation

This agenda item was heard by the Harbor Commission at its Special Meeting on Wednesday, September 30, 2026. The Commission recommended that the City sell the property to the applicant by negotiating an agreement directly with the applicant.

Vote: 4 yes, 0 no, 1 absent (Kruithof)

Next Steps

The City Council heard the Planning Commission & Harbor Commission recommendations and shall now make a decision on the land disposal request. If the City Council approves the disposal, the applicant will negotiate the final purchase agreement with City Staff. The City Council will then review the agreement and make a final decision at a future meeting.

Applicable Code:

7.40.030 - Land disposal map.

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

- 1. Available: These properties are available to purchase or lease.*
- 3. Tidelands: Tidelands are considered as "Available" designation but shall require review and recommendation from the Harbor Commission. Disposal of tidelands shall follow the procedures set forth in CMC [7.30](#).*

7.40.040 - Letter of interest to lease or purchase.

A. A person may submit a letter of interest to the city raising an interest in the purchase or lease of city property. Except as otherwise provided in this chapter, a letter of interest shall be submitted to the city manager and must include the following information:

- 1. The name of the interested party and any other names under which the party does business;*
- 2. The interested party's mailing address and the address of the interested party's registered office in the state, if applicable;*
- 3. The use or purpose for which the interested party proposes to lease or purchase the property, and any additional information required by the city manager, school board, city planner or the planning commission.*

7.40.060 - Methods of disposal.

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

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

V. LEGAL ISSUES: Legal review of a purchase agreement will be conducted prior to final approval by City Council.

VI. SUMMARY AND ALTERNATIVES: The applicant is requesting a 1,116 square foot portion of ATS 220 that is located between the rear portion of her property and the right-of-way. The applicant may be required to replat the requested portion of ATS 220 into her property at closing to avoid the creation of a substandard lot.

The City Council must review the letter of interest and may make a motion to dispose or not dispose of the requested portion of the property.

VII. ATTACHMENTS:

- 1) Letter of Interest
- 2) Subject Property

ATTACHMENT 1

September 1, 2026

Samantha Greenwood, City Manager
Amanda Coward, City Planner
City of Cordova
Cordova, Alaska

Re: Letter of Interest to Purchase ATS 220 – 1,116.2 Square Foot Access Lot

Dear Ms. Greenwood and Ms. Coward:

I am writing to formally express my interest in purchasing the **1,116.2-square-foot parcel identified as ATS 220**, located approximately ten feet behind Baja Taco in Cordova, Alaska.

I am the property owner of **705 Railroad Avenue**, and this parcel is important to my property because it provides access necessary for me to continue to reasonably access and use my property.

My intent in seeking to purchase ATS 220 is to ensure that I can maintain reliable and continued access to my property at 705 Railroad Avenue. Because of the location and function of this parcel, I believe acquiring it would be in the best interest of preserving practical access to my property and avoiding future access concerns.

I respectfully request that the City of Cordova consider this letter as my **formal expression of interest in purchasing ATS 220** and advise me of the process, requirements, and any additional information or documentation necessary to pursue the purchase.

I would appreciate the opportunity to discuss this matter with the city and determine whether ATS 220 is available for purchase and, if so, what steps I need to take to proceed.

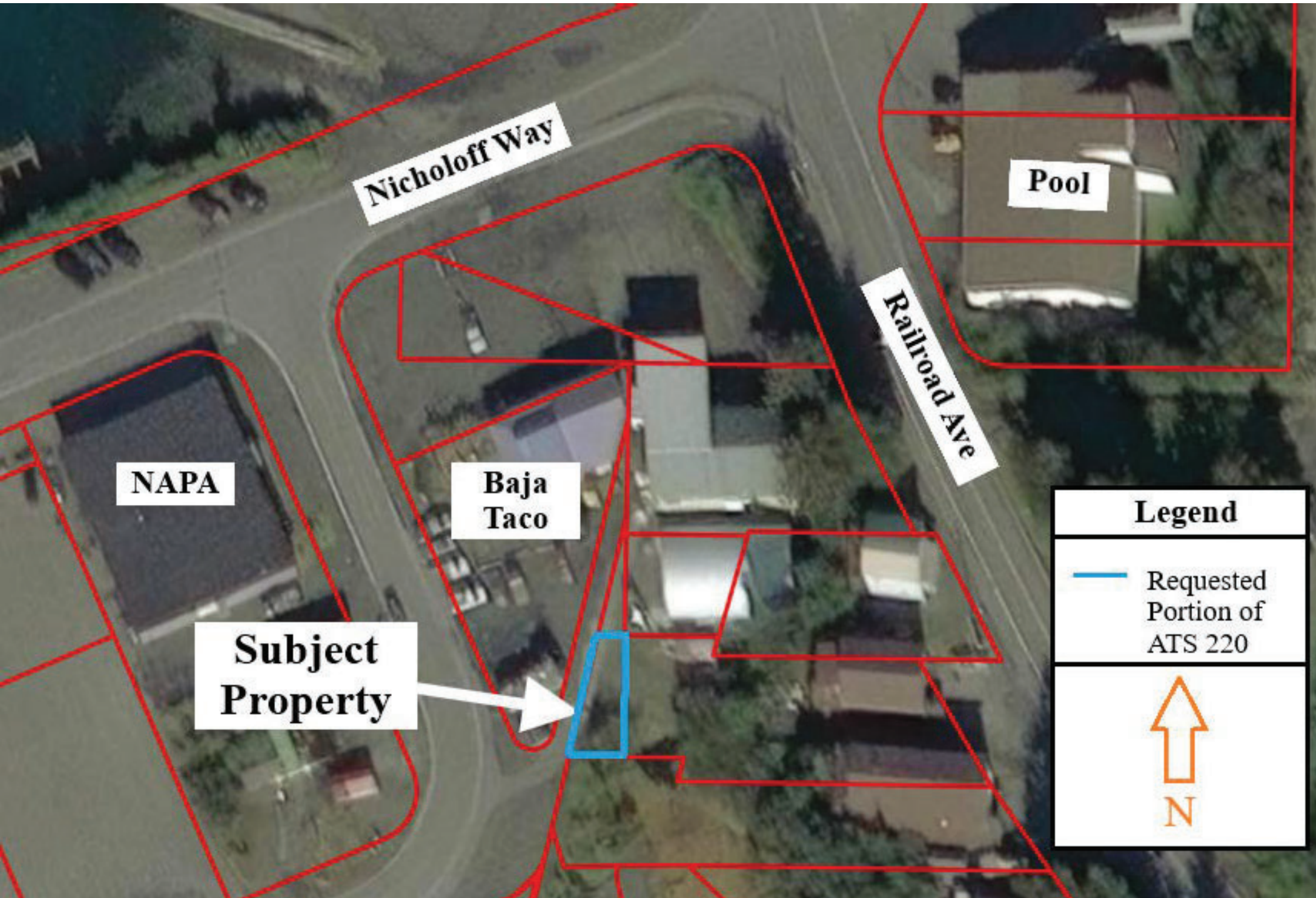
Thank you for your time and consideration. I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink that reads "Blythe Thomas". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

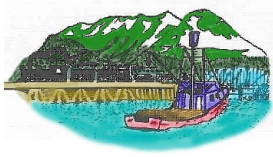
Blythe Thomas

705 Railroad Avenue
Cordova, Alaska



ATTACHMENT 2





City Council of the City of Cordova, Alaska

Pending Agenda

October 21, 2026 Regular Council Meeting

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

initially put on or
revisited

- 1) Facility condition assessments part 2 work session (did P&R on 4-19-23) - Oct '23 9/6/2023
- 2) City Code re: procurement, Manager spending limit trigger in a code provision 4/19/2023
- 3) Discuss/create a policy for established timeframes for review of City ongoing contracts 9/6/2023
- 4) Strategic planning work sessions (goal setting), 2/19/25, 3/19/25, next tbd 3/5/2025
- 5) Bonding for City streets - explore for when asphalt plants will be in town during other projects 4/3/2024
- 6) Enterprise funds accounting procedures 11/6/2024
- 7) Revisit Economic Development Property Tax Exemptions, Ordinances 1217 & 1223 12/4/2024
- 8) Fill projects - for shipyard, for businesses, potential locations 3/19/2025
- 9) Annexation of whitshed/other surrounding areas and/or research/ borough formation 8/6/2025
- 10) MOU with Chamber for tourism mktg - tie funding to deliverables and a % of public accomodations tax rev 10/15/2025
- 11) Prospect of changing City fiscal year from calendar year (1/1-12/31) to 7/1-6/30 (State's fiscal year) 11/19/2025

B. Resolutions, Ordinances, other items that have been referred to staff or may need to be revisited

date referred

- 1) **Res 12-18-36** re E-911, will be back when a plan has been made 12/19/2018

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

- 1) Capital Priorities List, Resolution 12-24-39, is in each packet - if 2 council members want to revisit the resolution they should mention that at Pending Agenda and it can be included in the next packet for action
- 2) Staff quarterly reports will be in the following packets:

10/21/2026	1/20/2027	4/21/2027	7/21/2027
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- 3) Joint City Council and School Board Meetings - twice per year, May & October
before Council mtg in **May** before Sch Bd mtg **Oct.** or **Nov.**
- 4) Clerk's evaluation - each year in Sept (prior to budget) - next **Sept 2026**
- 5) Manager's evaluation - each year in Sept (prior to budget) - next **Sept 2026**
- 6) In **May** each year City will provide public outreach regarding beginning of bear season
- 7) Each year in **May** or **June** Council will approve by Resolution, the School's budget and City's contribution
- 8) Quarterly work sessions on City finances (compare budget to actuals)-revisit AMLIP account quarterly also

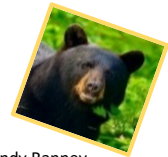


photo by Wendy Ranney

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

item for action

tasking which staff: Manager/Clerk?

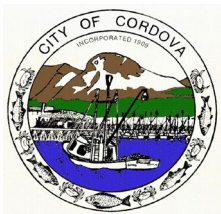
proposed date

1) ...

2) ...

3) ...

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



City Council of the City of Cordova, Alaska
Pending Agenda
October 21, 2026 Regular Council Meeting

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

1) Cordova Fisheries Committee:

auth res 10-24-32 approved Oct 2, 2024

committee appointed 3/5/25

set mtg schedule:

subject to change

1- Kory Blake

2- Rod Jensen

3- Kelsey Hayden

quarterly, last Tuesday Jan, Apr, July, Oct

next meeting Tuesday, Oct 27, 1pm

4- Trae Lohse

5- Tyler Dillon

6- Jerry McCune

7- John Williams

2) Cordova Trails Committee:

re-auth res 03-26-16 app 3/18/26

re-auth res 11-18-29 app 11/7/18

auth res 11-09-65 app 12/2/09

1-Elizabeth Senear

3-Dave Zastrow

5-Stormy Haught

7-Tyler Tulloch

term expires

11/30/2026

11/30/2026

11/30/2028

11/30/2029

term expires

2-Toni Godes 11/30/2027

4-Ryan Schuetze 11/30/2028

6-Michelle Hahn 11/30/2027

3) Housing Supply Accelerator Committee

auth res 03-26-10 approved 3/4/26

appointments made 05-06-26

1- Sheldon Barnes

2- Shae Bowman

3- Barb Jewell

4- Ken Jones

5- Sheridan Joyce

6- Diana Riedel

7- Nicole Songer

meeting schedule flexible, aiming for monthly

mtgs to date: 6/16/26, 7/28/26, 8/25/26, 10/6/26 next meeting scheduled for _____

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

1) Prince William Sound Regional Citizens Advisory Council

David Janka

re-appointed March 2026

appointed March 2024

2 year term until April 2028

2) Prince William Sound Aquaculture Corporation Board of Directors

David Phillips

appointed July 2026

3 year term until Oct 2027

3) Alaska Mariculture Alliance

Sean Den Adel

appointed March 2024

no specific term

**CITY OF CORDOVA, ALASKA
RESOLUTION 12-24-39**

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

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

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

Port and Harbor

North Harbor Efficiency and Safety

Stabilize Breakwater Ave through sheet piling to create usable uplands for industrial commercial, walking corridor and parking

Improve pedestrian safety by creating a sidewalk and boardwalk system to navigate between the north and south harbors.

Provide additional cranes, laydown areas, and in-harbor fuel services

Waste Oil Equipment /Maintenance Building

Shipyard Expansion

Three-Stage Dock

Public Works

Water Infrastructure

Booster station at Murchison tank to improve water delivery during peak flow

Permanent siphon at Crater Lake to improve water delivery during peak flow

Upgrade pump stations and equipment

Feasibility study for water service and fire protection (hydrants) to outlying areas

Replacement and relocation of Morpac tank

Water Equipment

Vac truck

Backhoe

Sewer Infrastructure

Replacement/upgrade of wastewater plant and SCADA

Replacement/upgrade of all lift stations

Replacement of force main in Odiak Slough

Upgrade pipe infrastructure

Sewer Equipment

Dump truck

Backhoe

Streets Infrastructure

Storm drain systems upgrades - Council Ave. and Third St. aka "jailhouse door system"

Lake Ave. hillside

Evaluation of existing storm drain systems

Sixth St. and Seventh St. drainage, sidewalks, and street surface upgrades

Chase Ave. upgrades including sidewalks, drainage, and new surfacing

Replace/upgrade pedestrian walkways (Fourth St. and Adams Ave.) (Council St.), and
(Second St. to First St.)
Streets equipment storage building
Streets Equipment
Wheeled loader
Road grader
Backhoe
Refuse Infrastructure
Landfill bear fence
Electricity to landfill
Equipment storage building
Refuse Equipment
Dumpster truck
Residential truck
Skid steer

Public Safety

E-911 Implementation
Acquire and integrate new hardware and software for E-911
Update dispatch console
Replace Radio Structure on Ski Hill
Mile 5 Substation Code and ADA Compliance
Engineering and Preliminary Design of Public Safety Building Prep Site

Parks and Recreation

Pool Infrastructure Code and ADA Compliance
Door and siding replacements and CMU joint repairs
Replace pool cover
Replace pool roof
Replace/upgrade HVAC and ventilation system
Replace electrical distribution system
ADA compliance and parking area re-grade
Bidarki Recreation Center
Renovate and add ADA access
Structural repair
Code and ADA compliance
Facility improvements
Eyak Lake Skater's Cabin
Demolish and replace
Parks
Playground renovations
Replacement of playground equipment at Noel Pallas Children's Memorial
Playground
Upgrade Restrooms/Buildings/Structures
Ballfield/Cordova Municipal Park Restroom/Concession Stand – code and ADA
compliance
Fleming Spit restroom replacement
Odiak Pond boardwalk and gazebo – code and ADA compliance
Odiak Camper Park restrooms/facility improvements – code and ADA compliance.

Parks maintenance shop facility improvements – code compliance
Ski Hill Improvements

Land Development

Housing
Improve existing unimproved ROW's
Cold storage
Harbor basin expansion

and;

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

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

PASSED AND APPROVED THIS 18th DAY OF DECEMBER 2024



David Allison, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

October 2026

CALENDAR MONTH	OCTOBER
CALENDAR YEAR	2026
1ST DAY OF WEEK	SUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29 	30 	1	2	3
4	5	6	7	8	9	10
11	12  CSD Indigenous Persons Day Holiday Oct 12	13 7:00 Housing Supply Accelerator Committee	14 6:00 Budget Wksn 7:00 Council reg mtg CCAB	15	16	17
18	19  Alaska Day Holiday City Hall Offices Closed	20 6:30 P&Z CCAB	21 6:00 Harbor Cms CCAB 7:00 Sch Bd HSL	22	23	24
25	26	27	28	29	30	31 
1	2	Notes				

Legend:

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

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

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

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

P&R - last Tues
CEC - 4th Wed
Hosp Svcs Bd - last Wed

November 2026

CALENDAR MONTH	NOVEMBER
CALENDAR YEAR	2026
1ST DAY OF WEEK	SUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 	2 Last Day Early Voting: Federal/State Election at Cdv Ctr Atrium: 11/2 10a-4:30p	3 	4 7:00 Council reg mtg CCAB	5	6 NVE Sobriety Celebration 11/6-11/8 	7
8	9	10 6:30 P&Z CCAB	11  Veteran's Day Holiday City Offices closed 6:00 Harbor Cms CCAB 7:00 Sch Bd HSL	12	13	14
15	16	17 5:30 CTC Board CCER	18 7:00 Council reg mtg CCAB	19	20	21
22	23	24 6:00 P&R CCM 7:00 Housing Supply Accelerator Committee	25 12:00 Hosp Svc Bd HCR 6:00 CEC Board Mtg CCER	26 	27 Thanksgiving Holiday City Offices closed 11/26 & 11/27	28
29	30	1	2	3	4	5
6	7	Notes				

Legend:
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CEC - 4th Wed
Hosp Svcs Bd - last Wed

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

Mayor and City Council - Elected

seat/length of term	email	Date Elected	Term Expires
Mayor: 3 years	Kristin Smith Mayor@cityofcordova.net	March 4, 2025	March-28
Council members:			
3 years	Debra Adams CouncilSeatA@cityofcordova.net	March 4, 2025	March-28
3 years	Lee Collins CouncilSeatB@cityofcordova.net	March 4, 2026	March-29
3 years	Kasey Kinsman, Vice Mayor CouncilSeatC@cityofcordova.net	March 3, 2026 March 7, 2023	March-29
3 years	Wendy Ranney CouncilSeatD@cityofcordova.net	March 5, 2024 July 5, 2023	March-27
3 years	David Zastrow CouncilSeatE@cityofcordova.net	March 5, 2024	March-27
3 years	Aaron Hansen CouncilSeatF@cityofcordova.net	March 4, 2025	March-28
3 years	Mike Mickelson CouncilSeatG@cityofcordova.net	March 4, 2025	March-28

Cordova School District School Board of Education - Elected

length of term		Date Elected	Term Expires
3 years	Malani Towle mtowle@cordovasd.org	March 3, 2026	March-29
3 years	Kate Trudeau ktrudeau@cordovasd.org	March 4, 2025	March-28
3 years	Henk Kruithof, president hkruithof@cordovasd.org	March 5, 2024 March 2, 2021	March-27
3 years	Emma Merritt emerritt@cordovasd.org	March 4, 2025	March-28
3 years	Peter Hoepfner phoepfner@cordovasd.org	Mar 5, 2024, Mar 2, 2021, Mar 6, 2018, Mar 3, 2015, Mar 6, 2012, Mar 3, 2009, Mar 7, 2006	March-27

seat up for re-election in Mar '27

vacant

board/commission chair/vice

seat up for re-appt in Nov '26

(updated 9-3-26)

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

Hospital Services - Board of Directors - Elected

length of term		Date Elected	Term Expires
3 years	Kelsey Appleton Hayden CCMCBoardSeatE@cdvcmc.com	March 3, 2026 March 7, 2023 March 3, 2020	March-29
3 years	Diane Ujioka CCMCBoardSeatC@cdvcmc.com	March 5, 2024 December 19, 2023	March-27
3 years	Ann Linville, Chair CCMCBoardSeatA@cdvcmc.com	March 4, 2025 March 1, 2022	March-28
3 years	Shelly Kocan CCMCBoardSeatB@cdvcmc.com	March 5, 2024 July 25, 2024	March-28
3 years	Liz Senear CCMCBoardSeatD@cdvcmc.com	March 5, 2024 March 2, 2021	March-27

Library Board - Appointed

length of term		Date Appointed	Term Expires
3 years	Mary Anne Bishop, Chair	Nov '06, '10, '13, '16, '19, Dec '22, '25	November-28
3 years	Debra Adams	Dec '21, '24	November-27
3 years	Michelle Ess	Dec '25	November-28
3 years	Kate Williams	May '25	November-26
3 years	Krysta Williams	Feb '18, Dec '20, Dec '23	November-26

Planning Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	Kris Ranney	Dec '22, Dec '25	November-28
3 years	Mark Hall, Vice Chair	Nov '19, Dec '22, Dec '25	November-28
3 years	Sarah Trumblee	Dec '20, Dec '23	November-26
3 years	Tania Harrison, Chair	Mar '22, Dec '24	November-27
3 years	Gail Foode	Dec '23	November-26
3 years	Christian Oehm	Sept '26	November-27
3 years	Sean Den Adel	Dec '23	November-26

seat up for re-election in Mar '27	<i>vacant</i>
board/commission chair	
seat up for re-appt in Nov '26	

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

Harbor Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	Ryan Schuetze	Dec '23, Dec '24	November-27
3 years	Andy Craig, Chair	Nov '16, '19, Dec '22, '25	November-28
3 years	Garrett Collins	Dec '23	November-26
3 years	Kenton Soares	Dec '25	November-28
3 years	Hein Kruithof	Dec '23	November-26

Parks and Recreation Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	Kelsey Hayden	Dec '24	November-27
3 years	Grace Lee	Dec '25	November-28
3 years	Danny Carpenter	Jul '25	November-27
3 years	Kara Rodrigues	Dec '23	November-26
3 years	Gabrielle Brown	Jan '25, Dec '25	November-28
3 years	Jim Fritsch	June '25	November-28
3 years	Erin Cole, chair	May '24	November-26

Historic Preservation Commission - Appointed

length of term		Date Appointed		Term Expires
3 years	Mark Hall, Planning Commission member	Sept '26	appt'd by PC	November-28
3 years	Cathy Sherman, professional member	Dec '25		November-28
3 years			appt'd by NVE	November-28
3 years	Christy Mog, professional member	Dec '23		November-26
3 years	Wendy Ranney, historical society member	Dec '25		November-27
3 years	Jamie Foode, professional member	Jan '25		November-27
3 years	Jim Casement, public member	Dec '23		November-26

seat up for re-election in Mar '27	vacant
board/commission chair	need to be re-appt'd by other
seat up for re-appt in Nov '26	

(updated 9-3-26)