

Mayor

David Allison

Council Members

Tom Bailer

Cathy Sherman

Kasey Kinsman

Wendy Ranney

David Zastrow

Kristin Carpenter

Ken Jones

City Manager

Samantha Greenwood

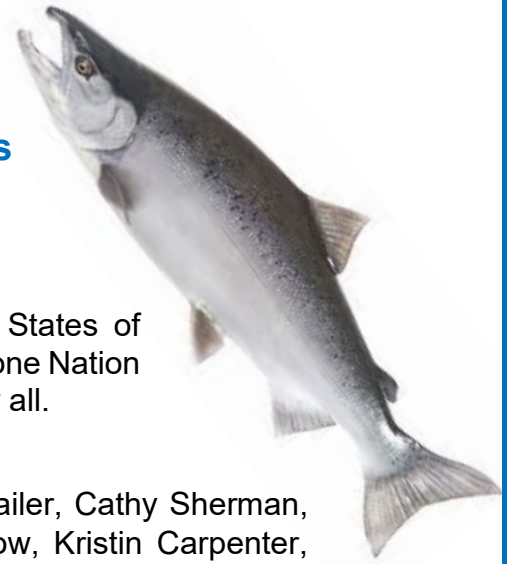
City Clerk

Susan Bourgeois

Deputy Clerk

vacant

**Regular City Council Meeting
September 4, 2024 @ 7:00pm
Cordova Center Community Rooms**



A. Call to order

B. Invocation, pledge of allegiance

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

C. Roll call

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

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

E. Disclosures of Conflicts of Interest and Ex Parte Communication

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

F. Communications by and Petitions from Visitors

1. Guest Speakers - none
2. Audience comments regarding agenda items..... (3 minutes per speaker)
3. Chairpersons and Representatives of Boards and Commissions (Hospital Board, School Board, etal)
4. Student Council Report – vacant

G. Approval of Consent Calendar

5. Minutes:
 - a. August 21, 2024, City Council Public Hearing Minutes..... (page 1)
 - b. August 21, 2024, Regular City Council Meeting Minutes..... (page 2)
6. Per Charter Section 2-8 and Cordova Municipal Code 3.12.022, recordation of excused absence of Council member **Wendy Ranney** from the August 21, 2024, Regular Meeting
7. Council action to waive protest for renewal of Liquor License # 41..... (page 6)
Alaskan Liquor Store, Package Store License
8. Council action to waive protest for renewal of Liquor License # 6008..... (page 15)
Copper River Brewing, Brewery Manufacturer License
9. Council concurrence of Mayor’s appointment of **Sam Greenwood** as the City..... (page 22)
Representative to the PWSEDD Board of Directors

H. Approval of Minutes – in Consent Calendar

I. Consideration of Bids/Proposals/Contracts – none

J. Reports of Officers

10. Mayor’s Report
11. City Manager’s Report
12. City Clerk’s Report:
 - notice of upcoming board & commission vacancies..... (page 26)
 - recent history of fisheries committees..... (page 27)

- K. Correspondence**..... (see *primer* for description page 33)
13. 08-26-24 Flyer for Beached Bird Training Session in October..... (page 34)

L. Ordinances and Resolutions

14. Substitute Ordinance 1219..... (voice vote)(page 35)
An ordinance of the Council of the City of Cordova, Alaska amending Chapter 5.38, Biennial motor vehicle registration tax, to increase the motor vehicle registration tax levied on registered vehicles within the city and amending CMC section 5.05.030 to clarify that personal property is exempt from property tax except as otherwise stated – 1st reading

M. Unfinished Business - none

N. New & Miscellaneous Business

15. Council action on disposal of Lot 4A, North Fill Development Park..... (voice vote)(page 41)
Addition No. 2
16. Pending Agenda, CIP List, Calendar, Elected & Appointed Officials lists..... (page 76)

O. Audience Participation

P. Council Comments

Q. Executive 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

Executive Sessions per Cordova Municipal Code 3.14.030

- **subjects which may be considered are:** (1) matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government; (2) subjects that tend to prejudice the reputation and character of any person; provided that the person may request a public discussion; (3) matters which by law, municipal charter or code are required to be confidential; (4) matters involving consideration of governmental records that by law are not subject to public disclosure.
- **subjects may not be considered in the executive session except those mentioned in the motion calling for the executive session, unless they are auxiliary to the main question**
- **action may not be taken in an executive session except to give direction to an attorney or labor negotiator regarding the handling of a specific legal matter or pending labor negotiations**

if you have a disability that makes it difficult to attend city-sponsored functions, you may contact 907-424-6200 for assistance.
full City Council agendas and packets available online at www.cityofcordova.net

Regular Meetings of the Cordova City Council are live streamed on the City's YouTube or are available there for viewing or audio-only by the next business day

**City Council Public Hearing
August 21, 2024 @ 6:45 pm
Cordova Center Community Rooms
Minutes**

A. Call to order

Mayor David Allison called the Council public hearing to order at 6:53 pm on August 21, 2024, in the Cordova Center Community Rooms.

B. Roll call

Present for roll call were **Mayor David Allison** and Council members **Kasey Kinsman, Dave Zastrow, Kristin Carpenter,** and **Ken Jones**. Council members **Tom Bailer** and **Cathy Sherman** were present via zoom videoconference. Council member **Wendy Ranney** was absent. Also present were City Manager **Samantha Greenwood** and Deputy City Clerk **Tina Hammer**.

C. Public hearing

1. Ordinance 1219 An ordinance of the Council of the City of Cordova, Alaska amending Chapter 5.38, Biennial motor vehicle registration tax, to increase the motor vehicle registration tax levied on registered vehicles within the city

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

D. Adjournment

Hearing no objection **Mayor Allison** adjourned the public hearing at 6:55 pm.

Approved: September 4, 2024

Attest: _____
Susan Bourgeois, CMC, City Clerk

Regular City Council Meeting
August 21, 2024 @ 7:00 pm
Cordova Center Community Rooms A & B
Minutes

A. Call to order – **Mayor David Allison** called the Regular City Council Meeting to order at 7:00 pm on August 21, 2024, in the Cordova Center Community Rooms.

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

C. Roll call – Present for roll call were **Mayor David Allison** and Council members **Kasey Kinsman**, **Dave Zastrow**, **Kristin Carpenter**, and **Ken Jones**. Council members **Tom Bailer** and **Cathy Sherman** were present via zoom videoconference. Council member **Wendy Ranney** was absent. Also present were City Manager **Samantha Greenwood** and Deputy City Clerk **Tina Hammer**.

D. Approval of Regular Agenda

Hearing no objection to approval of the agenda, **Mayor Allison** declared it approved.

E. Disclosures of Conflicts of Interest and ex parte communications

Council member **Kinsman** declared a conflict on agenda item 14 because his employer would be directly affected by it. **Mayor Allison** ruled that it was a conflict.

F. Communications by and Petitions from Visitors

1. Guest speakers - none

2. Audience comments regarding agenda items

Mark Frohnafel of 813 Woodland Drive spoke about some points to consider concerning Ordinance 1220. He spoke against the approval of the ordinance.

Steve Richards of 101 Bluff Trail spoke against the aircraft landing tax ordinance.

Bob Rodrigues of 509 Fifth St. asked for more clarity on ordinances 1219 and 1220 – he would have liked to see fiscal notes attached to each ordinance.

Barb Jewell of 3101 Whitshed Rd. spoke against both ordinances she would prefer we provide incentives to businesses to come here instead of making it cost more money.

3. Chairpersons and Representatives of Boards and Commissions: **Barb Jewell**, Chair of School Board said that today was the first day of school. The superintendent asked her to mention a few big events that we are hosting this year – a Volleyball Tournament in September, Basketball Conference tournaments in March. The National Guard that was here for the Shepard Point Road Project did an enormous amount of work for the School District – moved the elementary school library downstairs, power-washed and painted the High School, refinished the high school kitchen and cafeteria floors, cleared brush at elementary school, replaced water fountains, patched walls, helped finish the gym floors. Thanks to the City Streets department for getting crosswalks painted before the first day of school and for coordinating the flashing lights for the speed zones. The District is fully staffed for the first time in several years.

4. Student Council Report – none

G. Approval of Consent Calendar

5. Minutes: **a.** August 7, 2024, City Council Public Hearing Minutes; **b.** August 7, 2024, Regular City Council Meeting Minutes

6. Per Charter Section 2-8 and Cordova Municipal Code 3.12.022, recordation of excused absence of Council member **Cathy Sherman** from the August 7, 2024, Regular Meeting

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

H. Approval of Minutes – in consent calendar

I. Consideration of Bids/Proposals/Contracts - none

J. Reports of Officers

7. Mayor's Report – **Mayor Allison** reported: 1) working on a letter about the king salmon issue; 2) September 7 NVE is having a substance abuse and domestic violence event for teens; 3) 2 events this fall – Pioneers Convention and Alaska Historical Society Conference; 4) Board of Fish this winter.

8. City Manager's Report – **Greenwood** reported: 1) 95% plan review for the Eyak Lake weir happened last week – we are working with DNR, we are not taking ownership of the weir, we are taking ownership of the weir to be built and the land underneath it; will work with DoT on an MOU for maintenance; 2) we have a lot of jobs posted been conducting interviews, have a few offers out; 3) finance department is fully into Caselle; waiting for a date for completion of the audit; 4) we received a MARAD reimbursement for \$5M; electrical and drive down are the 2 big remaining pieces; 5) she has been working on a budget schedule – she'd like to have a work session before next regular meeting to talk about finances; 6) charter change on the March 2025 ballot to allow for Finance Director and other positions to be remote – will be working on getting the language drafted; 7) North Fill abandoned cars and impound lot cars are being moved – new Chief taking this on, cleaning things up; 8) DMV still down due to lack of staff – computer is fine, just no staff.

9. City Clerk's Report - **Hammer** reported: 1) first installment of property tax is due end of August; due to a weekend and holiday the actual due date is September 3.

K. Correspondence

10. 08-01-24 Letter of interest from Sorenson's for remnant of USS 3345

11. 08-01-24 Email from K Hayden regarding impound lot disposal

12. 08-07-24 Email from J Rude of CDFU regarding Fisheries Committees and Disaster declaration

Bailer commented on item 10 – he thought staff was directed to tell neighbors when a property was available.

Carpenter commented on item 12 wondered the process for the declaration of a disaster. **Jones** commented that on the last 2 were initiated by CDFU but the City approved resolutions that were then sent on to the Governor. **Jones** also said it would be better to wait until the season is over.

L. Ordinances and Resolutions

13. Ordinance 1219 An ordinance of the Council of the City of Cordova, Alaska amending Chapter 5.38, Biennial motor vehicle registration tax, to increase the motor vehicle registration tax levied on registered vehicles within the city – 2nd reading

M/Carpenter S/Kinsman to adopt Ordinance 1219 An ordinance of the Council of the City of Cordova, Alaska amending Chapter 5.38, Biennial motor vehicle registration tax, to increase the motor vehicle registration tax levied on registered vehicles within the city

Carpenter said the main reason this is before us is because it hasn't been updated since 1999. Greenwood explained this is a revenue generation idea and the increased revenue will be general fund revenue which funds street maintenance. She is trying to get a sense of the actual increase in revenue, she has calls and emails in to DMV.

M/Carpenter S/Kinsman to amend the Table contained in 5.38.020 subsection A as follows:

Increase the levy rate assigned to vehicles specified in AS 28.10.421(b)(1)(A) or (3)(A): Noncommercial passenger vehicles, motor homes, and low speed vehicles that are two years old from \$140 to **\$150**

Increase the levy rate assigned to vehicles specified in AS 28.10.421(b)(1)(B): Taxicabs that are two years old from \$140 to **\$150**

Increase the levy rate assigned to vehicles specified in AS 28.10.421(c)(1)- (4): commercial vehicles for hire based on unladen weight of 5,000 pounds or less that are two years old from \$140 to **\$150**

Increase the levy rate assigned to vehicles specified in AS 28.10.421(c)(1)- (4): commercial vehicles for hire based on unladen weight of 5,001-12,000 pounds that are two years old from \$210 to **\$220**
 Increase the levy rates assigned to vehicles specified in AS 28.10.421(c)(1)- (4): commercial vehicles for hire based on unladen weight of 12,001-18,000 pounds for all ages of vehicles as follows:

1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th or over
450 467	390 467	350 457	300 447	260 437	230 427	200 417	170 407

Increase the levy rates assigned to vehicles specified in AS 28.10.421(c)(1)- (4): commercial vehicles for hire based on unladen weight of 18,001 pounds and over for all ages of vehicles as follows:

1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th or over
550 556	460 556	420 546	340 536	300 526	260 516	220 506	190 494

Vote on the motion to amend: 6 yeas, 1 absent (Ranney). Motion was approved.

Jones said he is not in support of this – it does not broadly hit enough people. He prefers we try to institute revenue measures that hit the non-profits also. **Bailer** asked a question: if someone comes in to register say a 2022 Ford F-150, what does it cost today and what will it cost when this goes into effect? He asked if that number could be brought to the next meeting.

M/Kinsman S/Zastrow to refer to staff

Vote on the motion to refer: 6 yeas, 1 absent (Ranney). Motion was approved.

14. Ordinance 1220 An ordinance of the Council of the City of Cordova, Alaska amending Cordova Municipal Code Title 5 “Revenue and Finance” to add Chapter 5.08 “Property tax of aircraft” removing the exemption for property tax on aircraft stored or landed in Cordova with a fair market value of two million dollars or more and amending CMC 5.05.030 to clarify that personal property is exempt from property tax except as otherwise stated – 1st reading

M/Carpenter S/Zastrow to approve Ordinance 1220 An ordinance of the Council of the City of Cordova, Alaska amending Cordova Municipal Code Title 5 “Revenue and Finance” to add Chapter 5.08 “Property tax of aircraft” removing the exemption for property tax on aircraft stored or landed in Cordova with a fair market value of two million dollars or more and amending CMC 5.05.030 to clarify that personal property is exempt from property tax except as otherwise stated

Greenwood said he appreciates the public comment and intends to get the answers; the intent was not to single out only Alaska Airlines. Helicopters, medivac flights, these are good things that we hadn’t thought of, we will look into those. She advised the Council to refer it to staff if they need more info, she’d prefer they didn’t vote it down altogether unless they really don’t want to discuss this again.

Carpenter said she appreciates the public comment, and she gets that people are concerned but we may lose \$500-600 thousand in next year’s budget based on the fisheries disaster, and how will we make that up. She realizes this won’t make that much up. The council struggles with closing revenue gaps every year and people come in when a new idea is discussed and of course speak against it. **Zastrow** said with the comments heard tonight and that there is so much we don’t know, perhaps referring to staff is the way to go. **Jones** said he wants to vote it down; doesn’t want any more staff time spent on this. **Bailer** said he commends staff for bringing this forward, it was the right thing to do, we asked them to bring us options, he does not support this any longer.

Vote on the motion: 0 yeas, 6 nays, 1 absent (Ranney). Motion failed.

M. Unfinished Business - none

N. New & Miscellaneous Business

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

Greenwood asked for a work session on September 4 before the regular meeting. She wants to get a head start on discussing finances. **Kinsman** asked if the sales tax exemption on food items could be brought to this meeting also. **Bailer** said he’d like to know how you’ll replace that revenue? **Jones** thought the fisheries disaster declaration should be put on the first Oct. meeting.

O. Audience Participation - none

P. Council Comments

Sherman good meeting, thanked manager for good comments and information on the ordinances.

Jones said he is in the camp of we raised quite a bit of revenue these past couple of years and he'd be more interested in looking at some cuts like we did back in 2016.

Bailer said he doesn't know where cuts would come from; we haven't had the money in the past couple of years to chip seal, which is too bad, that was one of the best things we ever did.

Zastrow appreciated the effort from the staff. Community input is great and appreciated. Happy to hear the weir project is moving ahead.

Carpenter echoed the thanks to **Sam**. Echoed the thanks to the National Guard – they also helped her with the Salmon Runs.

Kinsman said he was glad to see public coming out tonight. Thanks to **Sam** and the staff for bringing the ideas to the table.

Mayor Allison expressed appreciation to some retiring City employees: **Tina Hammer, Barb Webber** and **Denis Keogh** – all are finishing up at the end of this month, he thanked them for their service to the community.

Q. Executive Session - none

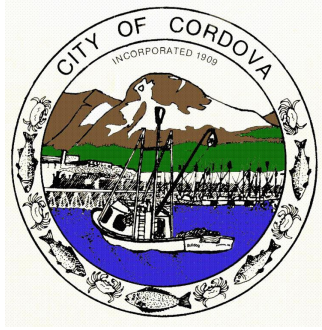
R. Adjournment

Hearing no objection **Mayor Allison** adjourned the meeting at 8:13 pm.

Approved: September 4, 2024

Attest: _____
Susan Bourgeois, City Clerk

DRAFT



AGENDA ITEM 7
City Council Meeting Date: 9/4/24
CITY COUNCIL COMMUNICATION FORM

FROM: Susan Bourgeois, City Clerk
DATE: 08/27/24
ITEM: Council option to protest/waive protest for renewal of Liquor License #41
NEXT STEP: Motion to waive protest via approval of consent calendar

ORDINANCE
 MOTION

RESOLUTION
 INFORMATION

I. REQUEST OR ISSUE: A Cordova business, Alaskan Hotel, Bar & Liquor Store, has applied for a Liquor License Renewal (Package Store) with the State through the AMCO (Alcohol and Marijuana Control Office).

II. RECOMMENDED ACTION / NEXT STEP: Council action to waive right to protest the renewal.

III. FISCAL IMPACTS: none, staff sees no reason to protest see background

IV. BACKGROUND INFORMATION: Finance Staff has determined this business to be current in all financial obligations to the City. Police Department has no public safety concerns about this business.

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

VI. SUMMARY AND ALTERNATIVES: Council approval of the consent calendar would constitute approval of this motion:

Council motion to waive right to protest the renewal of liquor license #41, Alaskan Hotel, Bar & Liquor Store, Package Store.



August 27, 2024

From: Alcohol.licensing@alaska.gov ; amco.localgovernmentonly@alaska.gov

Licensee: David Chipman & Cheryl Lewis

DBA: Alaskan Hotel & Bar

VIA email: akhotelcdv@gmail.com

Local Government 1: Cordova

Local Government 2: N/A

Via Email: cityclerk@cityofcordova.net; cityclerk3@cityofcordova.net

Community Council: N/A

Via Email: N/A

RE: Package Store License #41 Combined Renewal Notice

License Number:	41
License Type:	Package Store
Licensee:	David Chipman & Cheryl Lewis
Doing Business As:	Alaskan Hotel & Bar
Physical Address:	600 First Street,
Licensee Contact Tel.	907-424-5733; 907-253-5733

License Renewal Application

Endorsement Renewal Application

Dear Licensee:

Our staff has reviewed your application after receiving your application and required fees. Your renewal documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to the local governing body(ies), your community council if your proposed premises is in Anchorage or certain locations in the Matanuska-Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body(ies) will have 60 days to protest the renewal of your license.

Your application will be scheduled for the **September 10, 2024**, board meeting for Alcoholic Beverage Control Board consideration. The address and call-in number for the meeting will be posted on our home page. The

board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

Please feel free to contact us through the Alcohol.licensing@alaska.gov email address if you have any questions.

Dear Local Government:

We have received completed renewal applications for the above listed licenses within your jurisdiction. This is the notice required under AS 04.11.480. A local governing body may protest the issuance, renewal, relocation, or transfer to another person of a license with one or more endorsement, or issuance of an endorsement by sending the director and the applicant a protest and the reasons for the protest in a clear and concise statement within 60 days of the date of the notice of filing of the application. A protest received after the 60-day period may not be accepted by the board, and no event may a protest cause the board to reconsider an approved renewal, relocation, or transfer.

To protest any application(s) referenced above, please submit your written protest for each within 60 days to AMCO and provide proof of service upon the applicant and proof that the applicant has had reasonable opportunity to defend the application before the meeting of the local governing body.

If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This letter serves to provide written notice to the above referenced entities regarding the above application, as required under AS 04.11.310(b) and AS 04.11.525.

Please contact the local governing body with jurisdiction over the proposed premises for information regarding review of this application. Comments or objections you may have about the application should first be presented to the local governing body.

If you have any questions, please email Alcohol.licensing@alaska.gov

Sincerely,



Joan M. Wilson, Director
907-269-0350

License Renewal

Is this application being made by you for the benefit of someone else? If "YES," indicate below or attach explanation.

No

Has the applicant, applicant's spouse, partner, officer, director or stockholders, of the licensed entity become disqualified by law or by facts and conditions from holding a license or permit under the Alcohol and Cannabis Control Information System Alcoholic Beverage Code ? If "YES," indicate below or attach explanation.

No

Have there been changes since your original application that have not been reported on this or previous applications ? If "YES," indicate below or attach explanation.

No

Do you intend to sell alcoholic beverages and ship them to another location in response to written solicitation in the next two years ?

No

How many hours did you operate in 2022 as set forth in AS 04.11.330?

Operated to meet the minimum 240 hrs.

How many hours did you operate in 2023 as set forth in AS 04.11.330?

Operated to meet the minimum 240 hrs.

Are you a seasonal license and has your operation times/dates/seasons changed?

No

Has any person or entity in this application been convicted of a violation of Title 04, 3AAC 304 or a local ordinance adopted under AS 04.21.010 in 2022 or 2023.?

No


Have any Notices of Violation been issued for this license in 2022 or 2023?

No

License Number:
41

License Expiration Date:
12/31/2023

License Trade Name:
Alaskan Hotel & Bar

Mailing Address:
 P.O. Box 484 600 First St.
Cordova , AK
99574



Document reference ID : 639

Licensing Application Summary

Application ID:	639
Applicant Name:	David Chipman
License Type applied for:	Package Store License(PSL) (AS 04.09.230)
Application Status:	In Review
Application Submitted On:	11/17/2023

Entity Information

Business Structure:	General Partnership
----------------------------	---------------------

Entity Contact Information

Entity Address:	PO Box 484, Cordova, AK, 99574, USA
------------------------	-------------------------------------

Premises Address

Nearest municipality, city, and/or borough:	Cordova
--	---------

Country, State, Zip:	AK, United States,
-----------------------------	--------------------

Basic Business information

Business/Trade Name:	Alaskan Hotel & Bar
-----------------------------	---------------------

Local Government and Community Council Details

City/Municipality

Cordova

Borough

Unorganized Borough

Public Notice Posting Attestation and Publishers Affidavit

Attestations

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

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

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 305.700.

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

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

I certify that I and any individual identified in the business entity ownership section of this application, has or will read AS 04 and its implementing regulations.

Signature

Electronic Signature not collected; application submitted based on paper form.

Payment Info

Payment Type : CC

Payment Id: 0f37d78d-d76a-4a89-9e3c-81d129aa63cb

Receipt Number:

Payment Date: 11/17/2023 2:31:04 PM

Alaska Statutes

Sec. 04.11.480. Protest.

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

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

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

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

Article 7. Board Procedures.

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

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

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

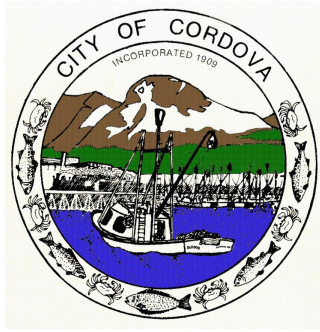
(1) if an application is denied, the notice of denial shall be furnished the applicant immediately in writing stating the reason for the denial in clear and concise language; the notice of denial must inform the applicant that the applicant is entitled to an informal conference with either the director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

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

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

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

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



AGENDA ITEM 8
City Council Meeting Date: 9/4/24
CITY COUNCIL COMMUNICATION FORM

FROM: Susan Bourgeois, City Clerk
DATE: 08/28/24
ITEM: Council option to protest/waive protest for renewal of Liquor License #6008
NEXT STEP: Motion to waive protest via approval of consent calendar

ORDINANCE
 MOTION

RESOLUTION
 INFORMATION

I. REQUEST OR ISSUE: A Cordova business, Copper River Brewing, has applied for a Liquor License Renewal (Brewery Manufacturer) with the State through the AMCO (Alcohol and Marijuana Control Office).

II. RECOMMENDED ACTION / NEXT STEP: Council action to waive right to protest the renewal.

III. FISCAL IMPACTS: none, staff sees no reason to protest see background

IV. BACKGROUND INFORMATION: Finance Staff has determined this business to be current in all financial obligations to the City. Police Department has no public safety concerns about this business.

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

VI. SUMMARY AND ALTERNATIVES: Council approval of the consent calendar would constitute approval of this motion:

Council motion to waive right to protest the renewal of liquor license #6008, Copper River Brewing, Brewery Manufacturer.



August 28, 2024

From: Alcohol.licensing@alaska.gov ; amco.localgovernmentonly@alaska.gov

Licensee: No Road Brewing Llc

DBA: Copper River Brewing

VIA email: christiana.routon@gmail.com

Local Government 1: Cordova

Local Government 2: N/A

Via Email: cityclerk@cityofcordova.net; cityclerk3@cityofcordova.net

Community Council: N/A

Via Email: N/A

RE: Brewery Manufacturer License #6008 Combined Renewal Notice

License Number:	6008
License Type:	Brewery Manufacturer
Licensee:	No Road Brewing Llc
Doing Business As:	Copper River Brewing
Physical Address:	507 1st Street
Licensee Contact Tel.	(713) 299-6971; (302) 562-0401

License Renewal Application

Endorsement Renewal Application

Dear Licensee:

Our staff has reviewed your application after receiving your application and required fees. Your renewal documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to the local governing body(ies), your community council if your proposed premises is in Anchorage or certain locations in the Matanuska-Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body(ies) will have 60 days to protest the renewal of your license.

Your application will be scheduled for the **September 10, 2024**, board meeting for Alcoholic Beverage Control Board consideration. The address and call-in number for the meeting will be posted on our home page. The

board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

Please feel free to contact us through the Alcohol.licensing@alaska.gov email address if you have any questions.

Dear Local Government:

We have received completed renewal applications for the above listed licenses within your jurisdiction. This is the notice required under AS 04.11.480. A local governing body may protest the issuance, renewal, relocation, or transfer to another person of a license with one or more endorsement, or issuance of an endorsement by sending the director and the applicant a protest and the reasons for the protest in a clear and concise statement within 60 days of the date of the notice of filing of the application. A protest received after the 60-day period may not be accepted by the board, and no event may a protest cause the board to reconsider an approved renewal, relocation, or transfer.

To protest any application(s) referenced above, please submit your written protest for each within 60 days to AMCO and provide proof of service upon the applicant and proof that the applicant has had reasonable opportunity to defend the application before the meeting of the local governing body.

If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This letter serves to provide written notice to the above referenced entities regarding the above application, as required under AS 04.11.310(b) and AS 04.11.525.

Please contact the local governing body with jurisdiction over the proposed premises for information regarding review of this application. Comments or objections you may have about the application should first be presented to the local governing body.

If you have any questions, please email Alcohol.licensing@alaska.gov

Sincerely,



Joan M. Wilson, Director
907-269-0350

License Renewal

Is this application being made by you for the benefit of someone else? If "YES," indicate below or attach explanation.

No

Has the applicant, applicant's spouse, partner, officer, director or stockholders, of the licensed entity become disqualified by law or by facts and conditions from holding a license or permit under the Alcohol and Cannabis Control Information System Alcoholic Beverage Code? If "YES," indicate below or attach explanation.

No

Have there been changes since your original application that have not been reported on this or previous applications? If "YES," indicate below or attach explanation.

No

How many hours did you operate in 2022 as set forth in AS 04.11.330?

Operated to meet the minimum 240 hrs.

AB30 Document

**Confirmed normal operations for calendar year 2022. AB-30 not used.
AMCO K. Serezhenkov**

- [4. SalesReport_2022-01-01.pdf](#)
- [AB-30MinOpChecklist_2022.pdf](#)

How many hours did you operate in 2023 as set forth in AS 04.11.330?

Operated to meet the minimum 240 hrs.

**Confirmed normal operations for calendar year 2023. AB-30 not used.
AMCO K. Serezhenkov**

AB30 Document

- [4. SalesReport_2023-01-01 \(1\).pdf](#)
- [AB-30MinOpChecklist_2023.pdf](#)

Are you a seasonal license and has your operation times/dates/seasons changed?

No

Has any person or entity in this application been convicted of a violation of Title 04, 3AAC 304 or a local ordinance adopted under AS 04.21.010 in 2022 or 2023?

No


Have any Notices of Violation been issued for this license in 2022 or 2023?

No

License Number:
6008

License Expiration Date:
12/31/2023

License Trade Name:
Copper River Brewing

Mailing Address:
 PO Box 1384
Cordova, AK
99574



Document reference ID : 2432

Licensing Application Summary

Application ID: 2432

Applicant Name: No Road Brewing Llc

License Type applied for: Brewery Manufacturer License (BML) (AS 04.09.020)

Application Status: In Review

Application Submitted On: 02/17/2024

Entity Information

Business Structure: Limited liability company

Alaska Entity Number (CBPL): 10174594

Entity Contact Information

Entity Address: P.O. Box 1384, Cordova, AK, 99574, USA

Ownership / Principal Party Details

Principal Parent Entity	Principal Party	Role	%Ownership
No Road Brewing Llc	Christiana Fincher	Member	50
No Road Brewing Llc	Curtis Fincher	Member	50

Premises Address

Nearest municipality, city, and/or borough: Cordova

Country, State, Zip:

AK, United States,

Basic Business information

Business/Trade Name:

Copper River Brewing

Local Government and Community Council Details

City/Municipality

Cordova

Borough

Unorganized Borough

Public Notice Posting Attestation and Publishers Affidavit

Attestations

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

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

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 305.700.

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

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

I certify that all proposed licensees have been listed with Division of Corporation, Business, and Professional Licensing.

I certify that I and any individual identified in the business entity ownership section of this application, has or will read AS 04 and its implementing regulations.

Signature

Electronic Signature not collected; application submitted based on paper form.

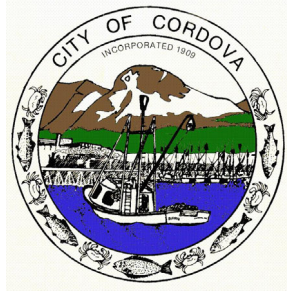
Payment Info

Payment Type : CC

Payment Id: db642a4f-7be0-49b8-9746-2b7d5e525d77

Receipt Number: 100775388

Payment Date: 2/16/2024 4:51:02 PM



AGENDA ITEM # 9
City Council Meeting Date: 9/4/24
CITY COUNCIL COMMUNICATION FORM

FROM: Susan Bourgeois, City Clerk
DATE: 8/28/24
ITEM: Concurrence of Mayor's appointment of City Representative to PWSEDD Board
NEXT STEP: Approval of Motion to concur

<input type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION
<input checked="" type="checkbox"/> MOTION(S)	<input type="checkbox"/> INFORMATION

I. REQUEST OR ISSUE: The City Representative to the PWSEDD Board is vacant.

II. RECOMMENDED ACTION: The City Council should concur with the appointment recommendation made by *Mayor Allison* and approve by voice vote; roll call vote of the consent calendar accomplishes the same. *Mayor Allison* is recommending the appointment of **Sam Greenwood** to serve in this role.

III. BACKGROUND INFORMATION: The City Clerk received notice from Kristin Carpenter, Executive Director of PWSEDD asking for a City representative to be appointed. The previous City Manager had filled that role and with the change in City Administration the seat has been vacant. PWSEDD Board meets next on September 5 so this appointment will be timely to allow for the newly appointed to attend that meeting.

IV. SUMMARY AND ALTERNATIVES: City Council members may concur with the Mayor's appointment or take alternative action.



May 24, 2024

Mayor David Allison
Cordova City Council
P.O. Box 1210
Cordova, AK 99574

Dear Mayor Allison and City Council Members,

As you know, the PWS Economic Development District is a federally-recognized economic development district supporting the communities of Chenega, Cordova, Tatitlek, Valdez, and Whittier.

With the change in staff in the Cordova City Manager position, I am writing to ask that the Mayor and City Council appoint a new representative to the PWSEDD Board. Board members serve four terms, and our board holds four quarterly meetings plus an annual meeting of members in the fall.

In compliance with our by-laws, our Board of Directors is made up of nine members:

- a. Five (5) directors will be appointed to the Board, one each by the City of Cordova, the City of Valdez, the City of Whittier, the IRA Council of Tatitlek and IRA Council of Chenega Bay. These appointments are to be determined by the governing body of each entity.
- b. Four (4) directors-at-large will be elected by the membership at the Annual Meeting of the Membership. (Article V., Section 2.1).

Our 2021 – 2025 Comprehensive Economic Development Strategy (CEDS) is written to achieve the vision of PWS as an alliance of vibrant, coastal communities collaborating to build on and sustain our blue economy through responsible economic development of our natural and cultural assets (pwsedd.org). Attached is a two-page summary of our five-year CEDS plan for an “at a glance” overview of our working priorities.

Having a representative from Cordova’s city government on our board is a great resource for keeping our communities across the Sound coordinated in their regional and local priorities, and we greatly appreciate the participation of a City of Cordova board member.

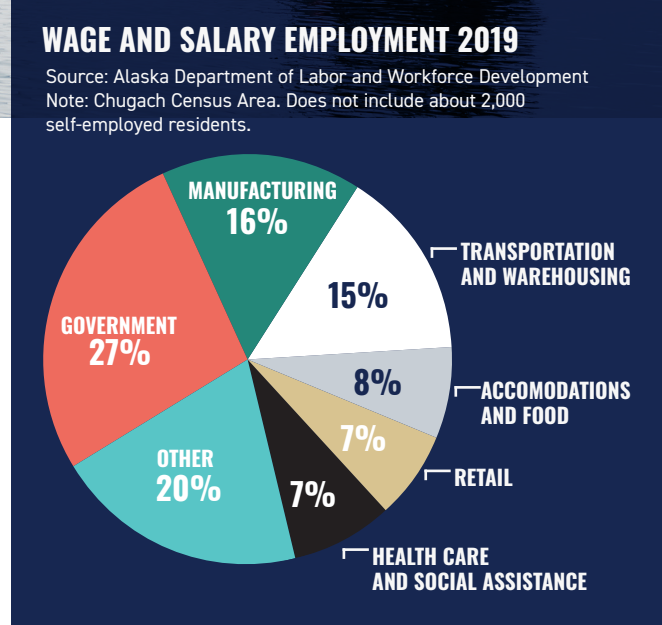
Thank you for your consideration,

Kristin Carpenter
Executive Director

...



PRINCE WILLIAM SOUND COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDS)



ABOUT THE PWS REGION

About 6,750 people live in Prince William Sound’s (PWS) five communities: Chenega, Cordova, Tatitlek, Valdez, and Whittier.

The waters of PWS are critical to the area’s character and economy, sustaining more than 300 species of fish that are essential to traditional subsistence practices, commercial seafood production, and sport fishing. The region has abundant timber resources and a variety of mineral resource.

Federally-owned lands make up most of the land in the PWS region, followed by State lands, Alaska Native corporations, municipalities, and other private owners.

Unconnected by a surface road system, community access is dependent on the Alaska Marine Highway System, shipping by marine transport, and air transportation.

High transportation costs, lack of regional connectedness, and other factors affect regional economic development initiatives.

To address economic development effectively, the Prince William Sound Economic Development District (PWSEDD) updated its five-year (2021-2025) Comprehensive Economic Development Strategy (CEDS).

PWS’S VISION FOR THEIR FUTURE

Prince William Sound is an alliance of vibrant, coastal communities collaborating to build on and sustain our blue economy through responsible economic development of our natural and cultural assets.



WHERE WE WANT TO GO AND WHAT NEEDS TO HAPPEN TO GET THERE

GOAL A

IMPROVEMENT AND DEVELOPMENT OF CRITICAL INFRASTRUCTURE

Improve regional connection by enhancing transportation and utilities infrastructure. Enhance infrastructure to build resilience to climate change, increase economic development opportunities, and enrich the way of life in Prince William Sound.

- Priority Objective 1:** Develop regional transportation infrastructure
- Priority Objective 2:** Increase broadband internet access and capacity
- Priority Objective 3:** Increase housing quality and affordability
- Priority Objective 4:** Enhance recreational infrastructure throughout the region
- Priority Objective 5:** Increase energy efficiency and integration of renewable resources

GOAL B

WORKFORCE DEVELOPMENT

Boost the regional continuum of education from early childhood learning through post-secondary opportunities. Enhance employability skills and adapt to the evolving opportunities of regional economic development through education and training.

- Priority Objective 1:** Increase access to early childhood education
- Priority Objective 2:** Enhance in-region post-secondary vocational training opportunities
- Priority Objective 3:** Strengthen Prince William Sound College connections in-region

GOAL C

STRENGTHEN EXISTING INDUSTRIES AND DIVERSIFY ECONOMY

Seek business development and support entrepreneurs' investment to promote regional industry growth, responsible resource development, and economic diversity. Attract business opportunities to the region that support employment opportunities in every season.

- Priority Objective 1:** Build on and sustain Prince William Sound's blue economy
- Priority Objective 2:** Promote PWS and its outdoor recreation assets as a tourism destination
- Priority Objective 3:** Support the local arts and humanities community
- Priority Objective 4:** Cultivate entrepreneurship
- Priority Objective 5:** Identify climate change mitigation projects
- Priority Objective 6:** Collaborate with Chugach Alaska Corporation on looking for mining opportunities
- Priority Objective 7:** Support responsible forestry opportunities
- Priority Objective 8:** Attract new residents who telework

What to learn more? Go to:
pwsedd.org/

Or contact us at:
 Prince William Sound Economic
 Development District
 622 First St., #202 • Cordova, Alaska
 executivedirector@pwsedd.org
 907.424.5533



PRINCE WILLIAM SOUND
**ECONOMIC
 DEVELOPMENT
 DISTRICT**

The background of the slide features a field of green tulips with long stems and pointed buds, set against a light green background. The tulips are scattered across the entire page, creating a decorative and naturalistic backdrop for the text.

**Mayor Allison and Cordova City Council are soliciting interest
for upcoming City Board and Commission vacancies**

Library Board – 1 seat, Planning Commission – 2 seats,

Harbor Commission – 2 seats,

Parks & Recreation Commission – 2 seats,

Historic Preservation Commission – 2 seats

all vacancies have terms through November 2027

applications available on the City website

deadline to apply for these appointments is November 26, 2024

email cityclerk@cityofcordova.net or call 907-424-6248

appointments will be made at a City Council meeting in Dec 2024

As you may recall, Jess Rude Executive Director of CDFU sent this email to Mayor Allison on August 2:

From: Jess Rude <jess@cdfu.org>
Sent: Friday, August 2, 2024 9:57 AM
To: David Allison <mayor@cityofcordova.net>
Subject: CDFU Q on Fisheries Committees

Hi Mayor Allison,

I've learned that there are two city Fisheries Committees, Advisory and Development, neither which has been recently active. Forgive me as I don't know the current makeup of these committees, or how they are appointed. What are your thoughts on revitalizing these two committees and merging them into one?

Thinking over a question you asked recently about octopus farming, and also the Halibut ABM request that urgently went through city council, I can see value in one fisheries committee, with dedicated seats held by fisheries organizations. These orgs could manage filling their seats with representatives who are either their own paid professionals or volunteers they appoint. Backend we are already working together, but perhaps not doing a great job connecting to city and council issues.

Obviously CDFU would be interested in a seat(s), and helping keep the committee active.

Independently of this, I just want to open a direct channel together! Feel free to reach out when industry topics or questions do come up. I plan on being in Cordova around Labor Day, it would be great to connect in person then.

Cheers,
Jess



Cordova District Fishermen United
Jess Rude
Executive Director

(907) 424-3447
(907) 424-5228
PO BOX 939 Cordova, AK 99574
CDFU.org

Recent-ish History of Cordova's Fisheries Committees:

The Fisheries **Advisory** Committee was formed on 4/16/2003 by Resolution 04-03-15.
Meetings held over the years: 2003–4, 2004–2, 2005–3, 2006–1, 2008–1, 2011–1, 2014–3

In 2020, Mayor Koplín asked to reauthorize the Fisheries Advisory Committee and Resolution 01-20-04 was approved on 1/15/2020.

In the minutes of that meeting, Mayor Koplín stated: this is a positive thing, this committee is being revived because ADFG Commercial Fisheries Director **Rabung** has asked for recommendations on any management gaps that exist in Area E fisheries so that the department can focus on those as they are under budget constraints; they are reaching out to solicit our input.

At about that time – Covid hit, and all City efforts went toward the pandemic – the committee never met in 2020 and has not met since 2014.

The Fisheries ***Development*** Committee was formed on 12/23/2016 by Resolution 12-16-43.
Meetings held over the years: 2017–4, 2018–5, 2019–10
In 2019 the committee was re-authorized to increase the membership and Resolution 11-19-51 was approved on 11/20/2019.
Meetings held in 2020 – 8
The committee has not met since 2020.

Next steps: Council may direct staff to bring a resolution to authorize creation of a “new” committee – also that committee will need a name. I would suggest that 2 whereas clauses in that resolution would be to deem each of the other existing committees no longer necessary so we cleanly are rid of those. After a resolution is approved the Council will need to fill the seats as it so chooses. The resolution should prescribe membership number and if the seats are delineated as representative of any specific entities (if representing an entity Council may allow that entity to appoint a member, if not then Council may want to advertise/solicit applications and then appoint in the same manner that board and commission appointments are made). The resolution should also lay out the purpose(s) of the committee.

Council should not discuss this item during the City Clerk’s report but instead a Council member may choose to suggest an item (such as the aforementioned resolution) for a future agenda - during the pending agenda item of tonight’s meeting.

Following this report, the 4 resolutions that were approved over the years authorizing and re-authorizing the two different fisheries committees.

**CITY OF CORDOVA, ALASKA
RESOLUTION 01-20-04**

A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA, RE-AUTHORIZING THE CORDOVA FISHERIES ADVISORY COMMITTEE THAT HAD BEEN CREATED BY RESOLUTION 04-03-45 ON APRIL 16, 2003 AND FURTHER DEFINING THE COMMITTEE MEMBERSHIP

WHEREAS, the purpose of the Cordova Fisheries Advisory Committee is to advise Council on fisheries related issues in the Prince William Sound area; and

WHEREAS, the initial authorization of this committee called for six members appointed by the Mayor and confirmed by Council, but at this time, Council has determined it is best to delineate the membership under specific categories; and

WHEREAS, the Cordova Fisheries Advisory Committee is now re-authorized to have a membership of six members as follows:

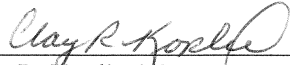
- 1) an ADF&G representative
 - 2) a fisherman/fisherman's union representative
 - 3) an aquaculture industry representative
 - 4) a processing industry representative
 - 5) a marine transportation industry representative
 - 6) a fisheries education representative (e.g. Marine Advisory Program)
- ; and

WHEREAS, the Cordova Fisheries Advisory Committee shall remain in force until such time Council deems the Committee is no longer needed.


NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby re-authorizes the Cordova Fisheries Advisory Committee and further defines the membership thereof.

PASSED AND APPROVED THIS 15th DAY OF JANUARY 2020.





Clay R. Koplin, Mayor

ATTEST:


Susan Bourgeois, CMC, City Clerk

**CITY OF CORDOVA, ALASKA
RESOLUTION 04-03-45**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING CREATION OF A FISHERIES ADVISORY COMMITTEE**

WHEREAS, the City Council desires to establish a Fisheries Advisory Committee; and,

WHEREAS, the purpose of the Fisheries Advisory Committee is to advise Council on fisheries related issues in the Prince William Sound area; and,

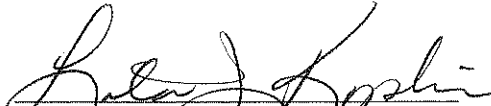
WHEREAS, the Fisheries Advisory Committee will consist of six members appointed by the Mayor and confirmed by Council; and,

WHEREAS, the Fisheries Advisory Committee shall remain in force until such time Council deems the Committee is no longer needed.

NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby authorizes the creation of a Fisheries Advisory Committee to advise Council on fisheries related issues in the Prince William Sound area.

PASSED AND APPROVED THIS 16TH DAY OF APRIL, 2003.


Timothy L. Joyce, Mayor


Lila J. Koplín, City Clerk

**CITY OF CORDOVA, ALASKA
RESOLUTION 11-19-51**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
RE-AUTHORIZING THE CORDOVA FISHERIES DEVELOPMENT COMMITTEE
THAT HAD BEEN CREATED BY RESOLUTION 12-16-43 ON DECEMBER 23, 2016
AND INCREASING THE COMMITTEE MEMBERSHIP**

WHEREAS, the City Council of the City of Cordova, Alaska recognizes the valuable work being done by the Cordova Fisheries Development Committee; and

WHEREAS, the purpose of the Cordova Fisheries Development Committee is to develop fisheries and mariculture, etc. and advise Council on related issues in the Prince William Sound area; and

WHEREAS, the Cordova Fisheries Development Committee collaborates on developing such fisheries with the State of Alaska Department of Fish and Game, the local Cordova processors and the Cordova fishing fleet; and

WHEREAS, the initial authorization of this committee called for six members appointed by the Mayor and confirmed by Council, but at this time, other frequent and engaged meeting participants are interested in committee membership; and

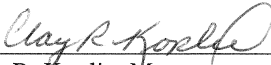
WHEREAS, the Cordova Fisheries Development Committee is now reauthorized to have a membership of up to eleven members that are appointed by the Mayor and confirmed by Council; and

WHEREAS, the Cordova Fisheries Development Committee shall remain in force until such time Council deems the Committee is no longer needed.

NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby re-authorizes the Cordova Fisheries Development Committee and increases its membership from 6 members to up to eleven members.


PASSED AND APPROVED THIS 20th DAY OF NOVEMBER 2019.





Clay R. Koplín, Mayor

ATTEST:



Susan Bourgeois, CMC, City Clerk

**CITY OF CORDOVA, ALASKA
RESOLUTION 12-16-43**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING CREATION OF A FISHERIES DEVELOPMENT COMMITTEE**

WHEREAS, the City Council desires to establish a Fisheries Development Committee;
and

WHEREAS, the purpose of the Fisheries Development Committee is to develop fisheries
and mariculture, etc. and advise Council on related issues in the Prince William Sound area; and

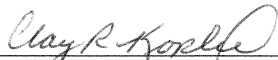
WHEREAS, the Fisheries Development Committee will consist of six members appointed
by the Mayor and confirmed by Council; and

WHEREAS, the Fisheries Development Committee shall remain in force until such time
Council deems the Committee is no longer needed.


NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of
Cordova, Alaska, hereby authorizes the creation of a Fisheries Development Committee to develop
fisheries, mariculture, etc. in the Prince William Sound area.

PASSED AND APPROVED THIS 23rd DAY OF DECEMBER 2016.





Clay R. Koplin, Mayor

ATTEST:


Susan Bourgeois, CMC, City Clerk

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.

BEACHWALKERS

NEEDED!



Photo: iStockphotos.com/mscornelius

COASST BEACHED BIRD TRAINING SESSION

RSVP by contacting:

coasst@uw.edu

907-235-1592

(RSVPs are so we bring
enough snacks!)

WEDNESDAY, October 16th, 2024

4:00pm–8:00 pm

Prince William Sound Science Center
700 New England Cannery Road,
Cordova, AK 99574



COASST
University of Washington School
of Aquatic & Fishery Sciences

**Join the Coastal Observation and Seabird Survey Team (COASST),
and make a difference for the environment!**

COASST participants collect monthly data on beached carcasses of marine birds to establish the pattern of bird mortality on North Pacific beaches. Data collected helps address important marine conservation issues. No prior scientific experience is needed!

Beach surveys are best when conducted in groups of 2 or more — so please come with a partner in mind or in tow! The training is free, but we do ask for a \$31 refundable survey kit deposit to take the materials home.



MEMORANDUM

TO: CORDOVA CITY COUNCIL
SAMANTHA GREENWOOD, CITY MANAGER

FROM: JESSICA J. SPUHLER

RE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, AMENDING CHAPTER 5.38, BIENNIAL MOTOR VEHICLE REGISTRATION TAX, TO INCREASE THE MOTOR VEHICLE REGISTRATION TAX LEVIED ON REGISTERED VEHICLES WITHIN THE CITY AND AMENDING SECTION CMC 5.05.030 TO CLARIFY THAT PERSONAL PROPERTY IS EXEMPT FROM PROPERTY TAX EXCEPT AS OTHERWISE STATED.

CLIENT: CITY OF CORDOVA

FILE NO.: 401777.291

DATE: AUGUST 30, 2024

This memorandum provides a brief overview of Substitute Ordinance 1219, amending Chapter 5.38 of the Cordova Municipal Code to increase the Biennial Motor Vehicle Registration Tax (“Vehicle Tax”), beginning January 1, 2026. Per statute, the tax may only be imposed or changed upon a year’s notice to the State, calculated from January 1 (meaning this Ordinance would need to be passed prior to January 1, 2025 in order to implement the change on January 1, 2026). The City may not change the tax schedule more than once every two years, and each change submitted will trigger a fee from the State to implement the changes.

The City of Cordova elected to impose the Vehicle Tax in 1999, as permitted by AS 28.10.431(j). Cordova’s existing code does not specify the tax schedule to be imposed. Presumably the City has received its allotment of the Vehicle Tax based on the State’s schedule since 1999. Municipalities are authorized to impose adjustments to the State’s tax schedule by ordinance under state statute.

Substitute Ordinance 1219S imposes rates that are slightly elevated from the State’s current schedule, as set forth in AS 28.10.431(b) and (1). The State statute showing the State’s schedules is attached here for comparison, as is a chart showing various municipality’s tax rates from 2022. Municipalities across the State apply a patchwork of rates, some simply tying their municipal rate to the State schedule, others elevating

certain or all categories of vehicles. All categories of vehicles are considered on an escalated basis for Council's consideration in the substitute Ordinance at introduction, and amendments made at the Council's August 21, 2024 meeting are incorporated, as well as revisions to the taxes levied against vehicles registered on an annual basis. The Ordinance also imposes a tax on permanently registered trailers within the City, which is also authorized by State statute and ensures that tax is collected upon permanent registration.

Additionally, Substitute Ordinance 1219 clarifies the exemption of personal property from taxation. The City of Cordova currently only imposes a property tax on real property, effectively exempting all personal property from property tax. Unlike other property exempted from the City's property tax provisions, the Cordova Municipal Code does not require persons seeking an exemption for personal property to file an application for exemption. In order to clarify the exemption afforded personal property, the Ordinance revises CMC 5.05.030 to clearly state that personal property is exempted from tax except as otherwise provided in the Code and to clarify that no application for an exemption shall be required for personal property. These changes do not change the City's practice or the tax imposed by the City; They only clarify the general exemption adopted for personal property.

The table below contains the most common category of motor vehicles and corresponding registration fees which are noncommercial vehicles such as trucks and cars. I do not have a way to determine the number or types of registrations that occur every year. The city registration tax has not changed since 1999. The proposed increase averages 35% overall, which when spread out over the past 25 years is a 1.4% increase per year.

Using an average of the registration costs for FY 25, which is \$86 the projected revenue would look like this:

FY25 projected annual revenue

550 registrations * average cost \$86 = \$47,300

Potential increase in revenue \$18,559.20

DMV Annual registration tax revenue for FY 2022 was \$30,035.24

DMV Annual registration tax revenue for FY 2023 \$27,446.36

	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	8th Year or over
FY24 Cost	110	99	77	57.75	44.25	33.25	23.25	25.50
FY25 Cost	135.50	124.50	103.50	87.50	74.50	64	54.50	44
Cost/revenue increase	25.50	25.50	26.50	29.75	30.25	30.75	31.25	18.50

**CITY OF CORDOVA, ALASKA
SUBSTITUE
ORDINANCE 1219**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AMENDING CHAPTER 5.38, BIENNIAL MOTOR VEHICLE REGISTRATION TAX, TO
INCREASE THE MOTOR VEHICLE REGISTRATION TAX LEVIED ON REGISTERED
VEHICLES WITHIN THE CITY AND AMENDING CMC SECTION 5.05.030 TO CLARIFY
THAT PERSONAL PROPERTY IS EXEMPT FROM PROPERTY TAX EXCEPT AS
OTHERWISE STATED**

WHEREAS, the City of Cordova elected in 1999 to come under the provisions of AS 28.10.431 which provides for the levy and collection by the State of a municipal motor vehicle registration tax for municipalities that elect to come under the provisions of that statute; and

WHEREAS, the City is authorized by statute to change the rates otherwise established by the State for the motor vehicle registration tax; and

WHEREAS, the City has not adjusted the municipal vehicle registration tax schedule set by statute since 1999; and

WHEREAS, the City Council has determined that upward adjustments should be made to reflect current economic conditions in order to collect those taxes necessary to better maintain and service City roads; and

WHEREAS, the City currently exempts all personal property tax from *ad valorem* taxes but does not expressly identify this exemption in the Cordova Municipal Code.

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

Section 1. Cordova City Code Chapter 5.38, Biennial Motor Vehicle Registration Tax is amended to read as follows:

CHAPTER 5.38 BIENNIAL MOTOR VEHICLE REGISTRATION TAX

- 5.38.010** ~~Biennial motor vehicle registration tax.~~ **Election.**
- 5.38.020** **Rate of levy.**
- 5.38.030** **Permanent registration – Trailers.**

5.38.010 – Biennial motor vehicle registration tax. Election.

A. The city hereby elects the levy of a **biennial** motor vehicle registration tax under AS 28.10.431, as amended. This election shall become effective as of January 1, 2001.

B. Motor vehicles subject to registration tax under AS 28.10.431 are exempt from use and ad valorem taxes.

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

5.38.020 Rate of levy.

A. Pursuant to AS 28.10.431 there is levied in the City a biennial motor vehicle registration tax on those vehicles subject to the State’s motor vehicle registration fee under AS 28.110.411 and 28.10.421. Pursuant to AS 28.10.431(j) the City modifies the scheduled amount of tax imposed under subsections (b) and (l) of the statute according to the following schedules: The tax due is based on the age of the vehicle as determined by model year in the first year of the biennial period, in the amount set forth below:

Tax According to Age of Vehicle Since Model Year								
<u>Motor Vehicle</u>	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th</u>	<u>7th</u>	<u>8th or over</u>
<u>Motorcycle</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>20</u>
<u>Vehicles specified in AS 28.10.421(b)(1)(A) or (3)(A): Noncommercial passenger vehicles, motor homes, and low speed vehicles</u>	<u>150</u>	<u>150</u>	<u>130</u>	<u>120</u>	<u>110</u>	<u>100</u>	<u>90</u>	<u>70</u>
<u>Vehicles specified in AS 28.10.421(b)(1)(B): Taxicabs</u>	<u>150</u>	<u>150</u>	<u>130</u>	<u>120</u>	<u>110</u>	<u>100</u>	<u>90</u>	<u>70</u>
<u>Vehicles specified in AS 28.10.421(c)(1)-(4): commercial vehicles for hire based on unladen weight of:</u>								
<u>5,000 pounds or less</u>	<u>150</u>	<u>150</u>	<u>130</u>	<u>120</u>	<u>110</u>	<u>100</u>	<u>90</u>	<u>70</u>
<u>5,001-12,000 pounds</u>	<u>220</u>	<u>220</u>	<u>200</u>	<u>190</u>	<u>180</u>	<u>170</u>	<u>160</u>	<u>150</u>
<u>12,001-18,000 pounds</u>	<u>467</u>	<u>467</u>	<u>457</u>	<u>447</u>	<u>437</u>	<u>427</u>	<u>417</u>	<u>407</u>
<u>18,001 pounds and over</u>	<u>556</u>	<u>556</u>	<u>546</u>	<u>536</u>	<u>526</u>	<u>516</u>	<u>506</u>	<u>494</u>
<u>Vehicles specified in AS 28.10.421(b)(3)(B): Motor buses with a seating capacity for 20 or more persons and used exclusively for commercial purposes in the transporting of visitors or tourists</u>	<u>220</u>	<u>210</u>	<u>200</u>	<u>190</u>	<u>180</u>	<u>170</u>	<u>160</u>	<u>150</u>
<u>Vehicles specified in AS 28.10.421(j)</u>	<u>17</u>	<u>15</u>	<u>13</u>	<u>10</u>	<u>7</u>	<u>5</u>	<u>4</u>	<u>4</u>
<u>Vehicles specified in AS 28.10.421(d)(8): Amateur mobile radio station vehicles</u>	<u>150</u>	<u>140</u>	<u>130</u>	<u>120</u>	<u>110</u>	<u>100</u>	<u>90</u>	<u>70</u>
<u>Vehicles eligible for dealer plates under AS 28.10.421(d)(9)</u>	<u>100</u>							

B. Notwithstanding subsection A of this section, there is an annual tax levied in the City upon motor vehicles specified in AS 28.10.421(c) and subject to the registration fee under AS 28.10.411 and AS 28.10.421 if the owner elects to register the vehicle annually as allowed under AS 28.10.108(f). The annual tax under this subsection shall be according to the following schedule:

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

Tax According to Age of Vehicle Since Model Year:								
Motor Vehicle	1st	2nd	3rd	4th	5th	6th	7th	8th or over
<u>5,000 pounds or less</u>	<u>75</u>	<u>75</u>	<u>65</u>	<u>60</u>	<u>55</u>	<u>50</u>	<u>45</u>	<u>35</u>
<u>5,001-12,000 pounds</u>	<u>110</u>	<u>110</u>	<u>100</u>	<u>95</u>	<u>90</u>	<u>85</u>	<u>80</u>	<u>75</u>
<u>12,001-18,000 pounds</u>	<u>234</u>	<u>234</u>	<u>229</u>	<u>224</u>	<u>219</u>	<u>214</u>	<u>209</u>	<u>204</u>
<u>18,001 pounds or over</u>	<u>278</u>	<u>278</u>	<u>273</u>	<u>268</u>	<u>263</u>	<u>258</u>	<u>253</u>	<u>247</u>

5.38.030 - Permanent registration—Trailers.

The City elects to allow permanent registration of trailers under AS 28.10.421(j). Pursuant to AS 28.10.431(j), there is established a tax on any trailer that is permanently registered under AS 28.10.421(j). The tax levied under this subsection is equal to the biennial rate established in subsection A. and is payable only once at the time a trailer is permanently registered in the City. The option for permanent registration under this subsection shall be available on January 1, 2026, and thereafter.

Section 2. Cordova Municipal Code Section 5.05.030 “Applicability of Provisions” is amended to read as follows:

5.05.030 Applicability of Provisions.

All real property in the City is subject to taxation, except real property exempt under the constitution of the State, the applicable laws of the State, including all properties listed in AS 29.45.030, the City Charter or the ordinances of the City. **Personal property shall be exempted from tax except as otherwise expressly provided in this code. No application for an exemption shall be required for personal property.**

Section 3. This ordinance shall be effective thirty (30) days after its passage and publication, however, the tax levied herein will not be imposed until 2026, per AS 28.10.431(j). 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: September 4, 2024

2nd reading and public hearing: _____

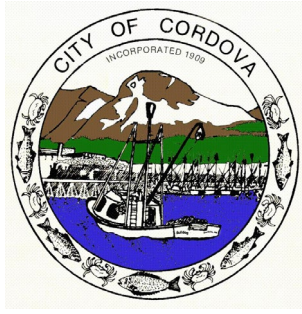
PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

David Allison, Mayor

Attest:

Susan Bourgeois, CMC, City Clerk

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



AGENDA ITEM # 15
City Council Meeting Date: 9/4/24
CITY COUNCIL COMMUNICATION FORM

FROM: Kevin Johnson, Public Works Director / Acting City Planner
DATE: 9/4/24
ITEM: Land Disposal – Review of Proposal for Lot 4A, North Fill Development Park Addition No. 2
NEXT STEP: City Council Discussion and Decision on Disposal

ORDINANCE INFORMATION
 RESOLUTION MOTION

I. REQUEST OR ISSUE: Requested Actions: Make Decision on Disposal
Applicant: Paul and Linda Kelly
Legal Description: Lot 4A, North Fill Development Park Addition No. 2
Area: Approximately 8,267 Sq. Ft.
Zoning: Waterfront Industrial District
Attachments: Proposal Packet (The packet distributed to potential proposers)
Proposal from Bayside Storage (Linda & Paul Kelly)

The request for proposals for this property began January 31st and ended March 1st at 4:30 PM. The city received two proposals for the property. Due to the length of time that the disposal process took, one applicant has withdrawn their proposal and bought a different property. Attached is the full proposal packet as published for the public, and the remaining received proposal.

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

“I move to select Bayside Storage as the winning proposal and direct staff to negotiate an agreement to lease or purchase the property known as Lot 4A, North Fill Development Park Addition Number 2.”

OR

“I move to not select any of the received proposals for Lot 4A, North Fill Development Park Addition Number 2”

III. FISCAL IMPACTS: The city would receive the money from the sale of the property and the property would become part of the city's tax base increasing property tax collection in the future along with sewer, water, and garbage fees. Sales tax revenue would also increase from the proposed use.

IV. BACKGROUND INFORMATION: A letter of interest to purchase the impound lot was received from Bayside Storage in June of 2023. The applicant was interested in purchasing the property to expand their storage unit business by building a new storage unit building on the lot.

The Planning Commission reviewed the letter of interest at their 8/15/23 meeting. At that meeting the Commission passed a motion recommending that the City Council dispose of the property by soliciting sealed proposals.

The City Council, at their 9/06/23 meeting, reviewed the letter of interest and Planning Commission's recommendation. At that meeting the Council passed a motion directing staff to prepare and publish a Request for Proposals (RFP) to determine if there is any other interest from the public in either purchasing or leasing all or a portion of the lot.

Staff published the attached RFP packet on January 31st with an end date of March 1st. two proposals were received and were brought before the Planning Commissions for review and recommendation to the Council.

One proposal received was from Reuben Brown looking to establish a refrigerant recovery and HVAC servicing business. The proposed facility would aim to address the growing need for disposal and recovery of refrigerant, as well as providing HVAC sales, repairs, and servicing. Additionally, the facility would provide short-term rental bays for boats and equipment repairs. A watchman's quarters is also proposed.

The second proposal received was from Paul and Linda Kelly who proposed constructing and expanding their existing storage unit business. The two-story structure would include first and second floor storage units and a watchman's quarter. The storage units would be available for personal storage and business use.

After reviewing the two proposals the Planning Commission chose to recommend Ruben Brown's proposal as the proposal that the City Council should approve. Ruben's proposal was given a score of 44.75 with Paul and Linda Kelly's proposal given a score of 42.72. Ruben has since withdrawn his application due to the length of time that the land disposal process has taken and has acquired a different property.

V. LEGAL ISSUES: No legal concerns. Any Lease or Purchase and Sale Agreement would be reviewed with legal prior to finalizing.

VI. SUMMARY AND ALTERNATIVES: City Council could choose to direct staff to negotiate a lease or sale contract with the remaining proposal, or Council could decide not to dispose of the property at this time and place it back on the market.

CITY OF CORDOVA



LD-RFP-24-01 SEALED PROPOSAL FORM

All proposals must be received by the Planning Department by **Friday, March 1st, 2024 at 4:30 PM.**

Property: Lot 4A, Block 5, North Fill Development Park Addition No. 2. See attached map.

Name of Proposer: _____

Name of Organization: _____

Address: _____ Phone #: _____

_____ Email: _____

Note: All submitted proposals for this property will be reviewed by the Planning Commission using the attached criteria. The Planning Commission will then recommend a proposal to City Council for final review and acceptance.

The City Council reserves the right to reject any proposal, part of any proposal, or all proposals. The City Council may accept any proposal deemed most advantageous to the City of Cordova or reject any or all proposals at their absolute discretion.

The chosen proposal will be subject to a Site Plan Review conducted in accordance with Chapter 18.42 of the Cordova Municipal Code. Prior to the issuance of a Building Permit, the City Council must approve the site plan for the project.

The fair market value for Lot 4A, Block 5, North Fill Development Park Addition No. 2 is **\$120,000.00** and will be the **minimum** price that will be accepted for the property. If the successful proposal amount is greater than the minimum price, the amount in the proposal shall be the amount paid for the property.

The property fails to meet Cordova Municipal Code (CMC) 18.33.100.A.2. which mandates the minimum lot size in the zoning district. Compliance with CMC 18.33.100.A.2. is not required for the property.

All proposals shall include a deposit of **\$1,000.00**. In the event that a proposal is not awarded the opportunity to purchase the property, the City will reimburse the deposit to the proposer, otherwise deposit will be credited to costs associated with the contract preparation.

The attached **Lease with Option to Purchase** is a template for the agreement that will be negotiated with the proposal that is awarded the property. The terms and conditions of this template are subject to change as the City sees fit during the negotiation process with the chosen proposer.

Proposed Price \$ _____

The applicant shall also be responsible for all fees and costs the City incurred to third-parties in the transaction, including without limitation costs of appraisal, attorney's fees and costs, surveying and platting fees and costs, closing costs and escrow fees as per CMC 5.22.100.

Please review the attached section of Code for the permitted uses within the **Waterfront Industrial District**.
Additional Minimum Information Required (please attach separately with this proposal form):

1. Describe the development you're proposing.
2. What is the proposed square footage of the development?
3. Provide a sketch, to scale, of the proposed development in relationship to the lot. (Attachment C)
4. What is the benefit of the proposed development to the community?
5. What is the value of the proposed improvements (in dollars)?
6. What is your proposed timeline for development?

Included for your convenience:

Attachment A: Criteria used when evaluating each submitted proposal.

Attachment B: A location map showing the subject property.

Attachment C: The property parcel with measurements.

Attachment D: Cordova Municipal Code - Waterfront Industrial District

Attachment E: Sample Lease with Option to Purchase Agreement

Please mail proposals to: **City of Cordova**
 Attn: City Manager
 C/O Impound Lot Proposals
 P.O. Box 1210
 Cordova, Alaska 99574

Or email proposals to citymanager@cityofcordova.net and planning@cityofcordova.net. The email subject line shall be "Proposal for Lot 4A, Block 5," and the proposal shall be attached to the email as a PDF file.

Or deliver your proposal to the front desk at City Hall.

For questions or more information about the land disposal process, contact the City Planning Department at 424-6220, planning@cityofcordova.net, or stop by in person.

Proposals received after Friday, March 1st, 2024 at 4:30 PM will not be considered.

ATTACHMENT A

Each proposal will be evaluated on the criteria in the table below. Each criteria will be scored from 1-10. The multiplier will then be applied to the scores to determine a final score.

A proposals score is not the final determination on if it will be chosen. City Council has ultimate discretion and may select the proposal they determine best based on their own determination. The Council may also reject any and all proposals based on their own determination.

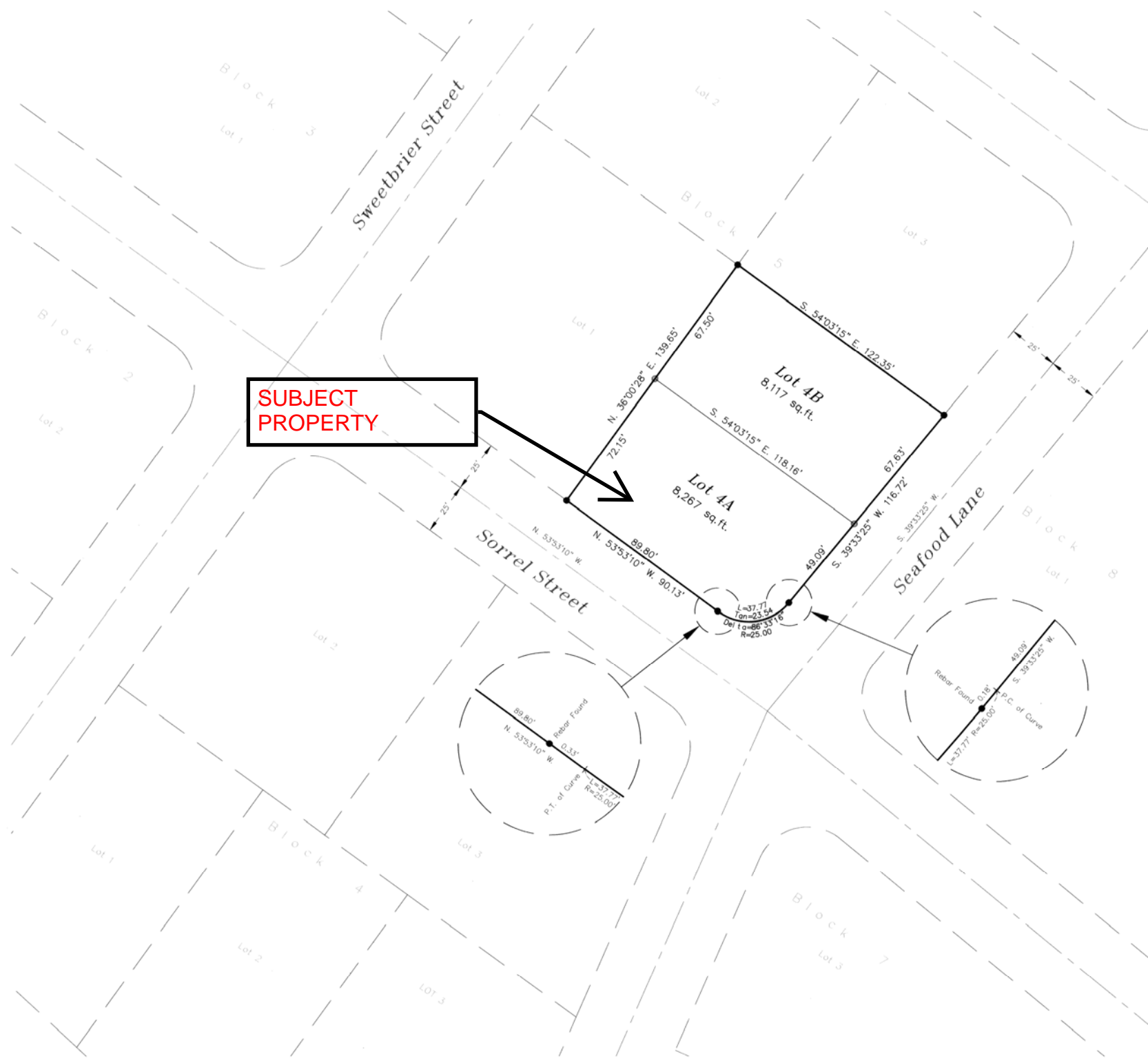
Final Land Disposal Evaluation Criteria

Criteria	Multiplier	Proposal Rank 1-10	Subtotal for Proposal
Value of improvements	1.75		
Number of Employees	1.5		
Sales Tax Revenue	1.25		
Importance to Community	1.75		
5yr Business Plan/Timeline	0.75		
Enhanced Architectural Design	1		
Proposal Price	1		
Consistency with Comprehensive Plan	1		
Total			

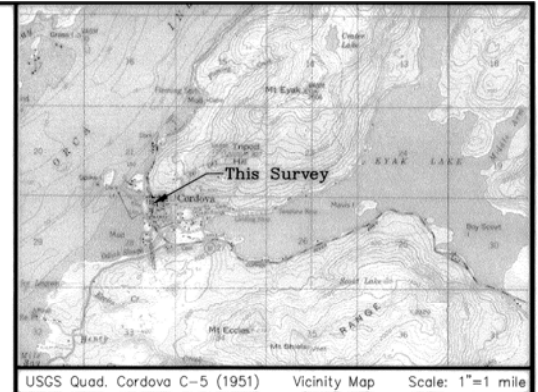
ATTACHMENT B



ATTACHMENT C



SUBJECT PROPERTY



OWNERSHIP DEDICATION

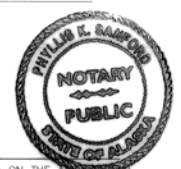
WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON. WE HEREBY REQUEST APPROVAL OF THIS PLAT SHOWING SUCH EASEMENTS FOR PUBLIC UTILITIES, ROADWAYS, AND ALLEYS DEDICATED FOR PUBLIC USE.

AC Hancock 6/26/01
City of Cordova DATE

NOTARY'S ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 26 DAY OF June 2001, FOR

Phyllis K. Sanford
NOTARY PUBLIC FOR THE STATE OF ALASKA
 MY COMMISSION EXPIRES 4-7-02



TAX CERTIFICATIONS

ALL REAL PROPERTY TAXES LEVIED BY THE CITY OF CORDOVA ON THE PROPERTY SHOWN ON THIS PLAT HAVE BEEN PAID THROUGH N/A

Digby Humbert 6-22-01
ATTY. CITY CLERK DATE

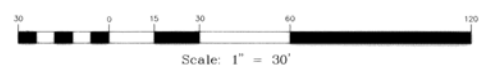
PLAT APPROVAL

THIS PLAT CONFORMS TO THE REQUIREMENTS OF THE CITY OF CORDOVA PLANNING AND ZONING COMMISSION AND IS HEREBY ACCEPTED AS THE OFFICIAL PLAT, SUBJECT TO ANY AND ALL CONDITIONS AND REQUIREMENTS OF ORDINANCE AND LAW PERTAINING THERETO.

AC Hancock 6/26/01
CITY MANAGER DATE
David J. ... 6-25-01
CHAIRMAN, PLANNING & ZONING COMMISSION DATE
Paul J. ... 6-22-01
PLATTING OFFICER DATE

NOTES

1. THE MINIMUM CLOSURE OF THE TRACT BOUNDARY AND THE MINIMUM ACCURACY OF THE FIELD SURVEYED, EXCEEDS 1:5000.
2. ALL BEARINGS ARE "TRUE" BEARINGS AS ORIENTED TO THE "BASIS OF BEARING".



2001-10
 RECORDED FILED
 CORDOVA Rec. Dist. 20
 Date 7-16 2001 CC
 Time 3:29
 Requested by: CITY OF CORDOVA



6/13/01
Date

SURVEYOR'S CERTIFICATE

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

WASTEWATER DISPOSAL

NO WASTEWATER SYSTEM SHALL BE PERMITTED ON ANY LOT UNLESS SUCH SYSTEMS ARE LOCATED, CONSTRUCTED AND EQUIPPED IN ACCORDANCE WITH THE REQUIREMENTS OF THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION (ADEC). CONSTRUCTION PLANS MUST BE SUBMITTED AND APPROVED BY (ADEC) PRIOR TO CONSTRUCTION OF ANY PORTION OF A SEWAGE DISPOSAL SYSTEM. ADDITIONAL SOILS INFORMATION MAY BE NECESSARY. PERMITS FROM OTHER AGENCIES MAY ALSO BE REQUIRED.

LEGEND

- 5/8" Rebar Found
- 5/8" Rebar Set with Yellow Plastic Cap



TYPICAL
 1 1/4" (YELLOW) PLASTIC CAP
 SET ON 5/8" REBAR

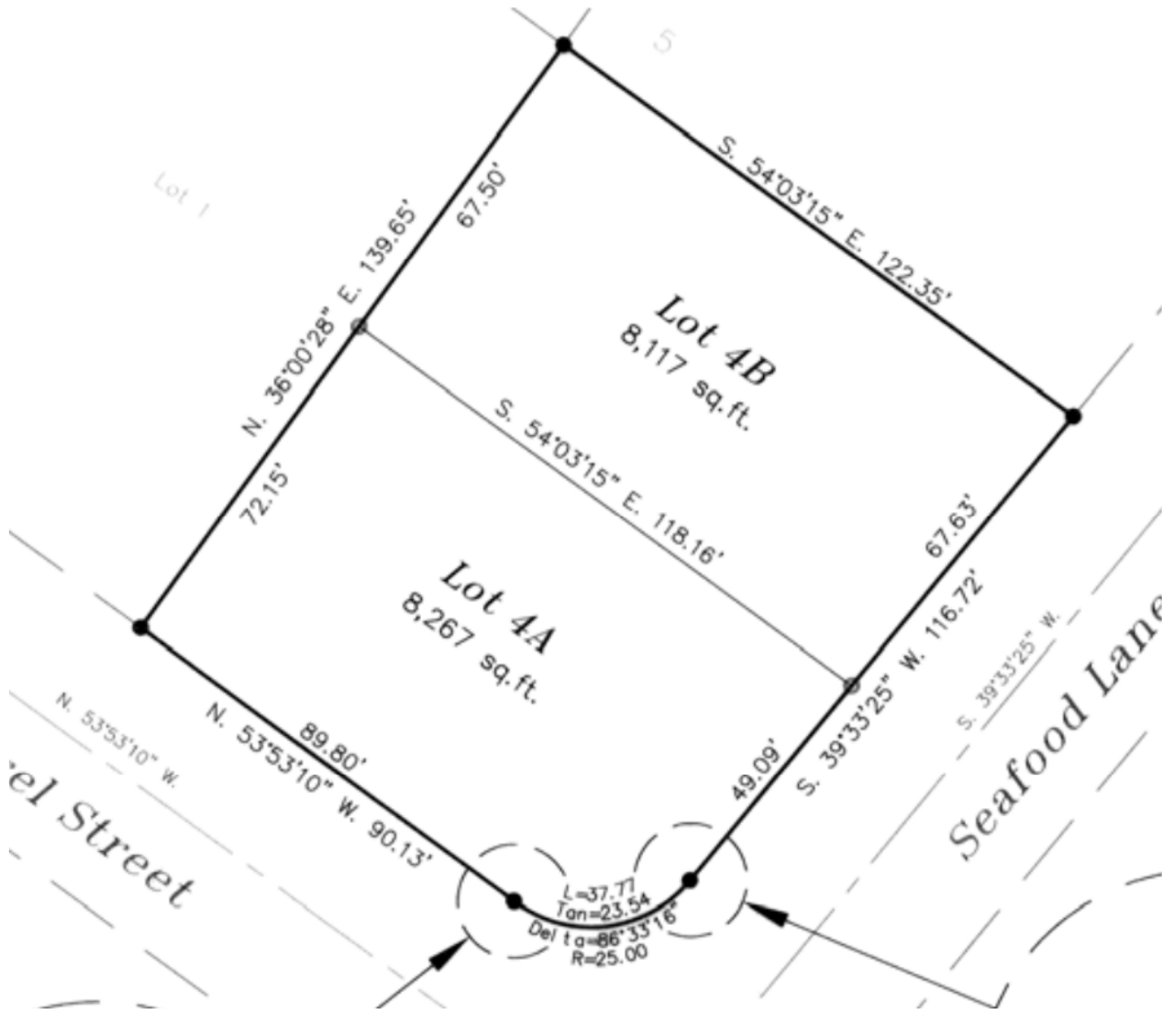
A Plat of
 North fill Development Park Addition No. 2
 A Re-Subdivision of
 North fill Development Park Lot 4 Block 5
 Plat 86-6
 Located Within
 Sec. 28, T.15S., R.3W., Copper River Meridian, Alaska.
 Containing 2 Lots & ± 16,384 Square Feet

SENTEC, Inc.

Surveying • Mapping • Land Planning
 2102 Cleveland Avenue Anchorage, Alaska 99517
 Tele: (907) 243-9966 Fax: (907) 243-9967

Drawn: VTD	Scale: 1" = 40'	Date: 5/13/01	Sheet:
Checked: M.J.H.	Dwg: d:\p\1044\1044.dwg	W.O.#: 01-044	1 of 1

ATTACHMENT C



ATTACHMENT D

Title 18 - ZONING
Chapter 18.33 WATERFRONT INDUSTRIAL DISTRICT

Chapter 18.33 WATERFRONT INDUSTRIAL DISTRICT

18.33.010 Purpose.

A. The Waterfront Industrial District is intended to include land with direct access or close proximity to navigable tidal waters within the City. Uses within this district are intended to be marine-dependent or marine-oriented, and primarily those uses which are particularly related to location or commercial enterprises that derive an economic benefit from a waterfront location.

B. The Waterfront Industrial District may also be referred to as the WI District in this Code.

(Ord. 634 (part), 1988).

(Ord. No. 1201, § 10, 7-6-2022)

18.33.020 Permitted principal uses and structures.

The following are the permitted principal uses and structures in the waterfront industrial district:

- A. Marine sales;
- B. Open wet moorage;
- C. Covered wet moorage;
- D. Passenger staging facility;
- E. Haulout facilities;
- F. Marine construction, repair and dismantling;
- G. Cargo terminal;
- H. Cargo handling and marine-oriented staging area;
- I. Fish and seafood processing;
- J. Warehousing and wholesaling;
- K. Open storage for marine-related facilities;
- L. Fuel storage and sales.

(Ord. 634 (part), 1988).

18.33.030 Permitted accessory uses and structures.

A. The following accessory uses and structures are permitted in the WI District:

- 1. Bunkhouses used in conjunction with permitted principal uses;
- 2. Residential dwelling for watch person or caretaker employed on the premises, or owner-operator and members of the owner-operator's family, used in conjunction with permitted principal uses;
- 3. Retail business when use is accessory to a permitted principal use.

(Ord. 634 (part), 1988).

(Ord. No. 1201, § 11, 7-6-2022)

18.33.040 Conditional uses and structures.

Subject to the requirements of the conditional use standards and procedures of this title, the following uses and structures may be permitted in the WI district:

- A. Log storage and rafting;
- B. Timber and mining manufacturing.

(Ord. 634 (part), 1988).

18.33.050 Prohibited uses and structures.

Any use or structure that is not a permitted use, accessory use or conditional use under this chapter is prohibited in the WI District.

(Ord. 634 (part), 1988).

(Ord. No. 1201, § 12, 7-6-2022)

18.33.060 Setbacks.

A. The minimum setbacks in the WI District are as follows:

- 1. Front yard: 20 Feet.
- 2. Side yard and rear yard: None.

(Ord. 634 (part), 1988).

(Ord. No. 1201, § 13, 7-6-2022)

18.33.070 Reserved.

Editor's note(s)—Ord. No. 1201, § 34, adopted July 6, 2022, repealed § 18.33.070, which pertained to lot coverage and derived from Ord. 634 (part), 1988.

18.33.080 Height.

The maximum height of buildings and structures in the WI District is three stories or 50 Feet.

(Ord. 634 (part), 1988).

(Ord. No. 1201, § 14, 7-6-2022)

(Supp. No. 82)

Created: 2023-05-02 14:10:41 [EST]

18.33.090 Off-street parking and loading.

A. Off-street Parking and Loading. The requirements for off-street parking and loading in the waterfront industrial district shall be as set forth in Chapter 18.48 of this code.

(Ord. 634 (part), 1988).

18.33.100 Minimum lot requirements.

A. The minimum lot requirements in the WI District are as follows:

1. Lot width: 100 Feet
2. Lot size: 10,000 Feet.

(Ord. 634 (part), 1988).

(Ord. No. 1201, § 15, 7-6-2022)

18.33.110 Signs.

A. Signs. Signs may be allowed in the waterfront industrial district subject to requirements in Chapter 18.44 of this Code.

(Ord. 634 (part), 1988).

(Ord. No. 1201, § 16, 7-6-2022)

18.33.120 Floor elevations.

A. Minimum Finished Floor Elevations. In the waterfront industrial district, the following minimum finished floor elevations for the ground floor shall be adhered to:

North Fill Development Park

Block 1

Lot 1	27.00'
Lot 2	26.50'
Lot 3	27.25'

Block 2

Lot 4	27.25'
Lot 1	26.50'

Block 3

Lot 2	26.25'
Lot 1	26.50'

Block 4

Lot 1	27.25'
Lot 2	27.25'
Lot 3	27.25'
Lot 4	27.25'
Lot 5	26.25'

Block 5

Lot 1	27.25'
Lot 2	27.25'
<u>Block 6</u>	
Lot 2	26.50'
Lot 1	26.25'
<u>Block 7</u>	
Lot 2	26.50'
Lot 3	26.25'
Lot 1	26.75'
Lot 3	27.25'
<u>Block 8</u>	
Lot 1	27.00'
Lot 2	26.75'
Lot 3	26.50'
Lot 4	26.25'

Note: The elevation datum used is based on the following described bench mark:

USC & GS Standard Brass Disk Located in Sidewalk Adjacent to Fish Game Building near Southwest Corner of Intersection Railroad Avenue and Breakwater Avenue. Elevation 40.40 Above M.L.L.W.

(Ord. 634 (part), 1988).

18.33.130 Commission site plan review—Required.

- A. Any construction, modification or improvement in the Waterfront Industrial District shall be subject to a site plan review by the Planning Commission under Section 18.42.020 of this Code.
- B. No site plan shall be approved for the Waterfront Industrial District unless any exterior siding or roof on any building or structure is finished in earthtone colors as those colors are identified by the Planning Director.

(Ord. 634 (part), 1988).

(Ord. No. 1201, § 17, 7-6-2022)

ATTACHMENT E

The following is an example of possible lease terms. Final lease terms will be negotiated after a proposal is selected by the City Council. Final lease terms must be approved by the City Council who has the ultimate discretion to approve or deny the lease as a whole or to add, remove, or modify any terms as they see fit.

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 XXXXXXX., an Alaska corporation ("Lessee").

RECITALS

WHEREAS, the City owns that certain unimproved parcel of land in Cordova, Alaska generally described as XXXXXX, located within Cordova Recording District, Cordova Alaska, (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, as described above and illustrated in Exhibit A, attached and incorporated into this Lease.

2. LEASE TERM

The Lease Term will be (XX) years, commencing on _____, 20XX, (the "Commencement Date") and terminating at 11:59 p.m. on _____, 20XX, unless earlier terminated in accordance with the terms of this Lease. The Lease does not provide a lease renewal option.

3. RENT

A. Base Rent. The annual rent for the first five years of the Lease Term will be XXXX Hundred Dollars and nine cents (\$XXXX) or XXX Dollars (\$XXX) in twelve monthly installments ("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, and using the constructed buildings and structures as well as the undeveloped land XXXXXXXXXXXX. The Lessee shall give prior written notice

to the City of any proposed changes to the site 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. 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

B. 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.

C. Lessee's Acceptance of Premises. Lessee has inspected the Premises to its complete satisfaction and is familiar with its condition, and the City makes no representations or warranties with respect thereto, including, but not limited to, the condition of the Premises or its suitability or fitness for any use Lessee may make of the Premises. Lessee accepts the Premises AS IS, WHERE IS, WITH ALL FAULTS. No action or inaction by the Council, the City Manager, or any other officer, agent, or employee of the City relating to or in furtherance of the Lease 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..

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. The 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.

B. Substantial Completion. Lessee must substantially complete construction of the project set forth in the site development plan attached as Exhibit B by _____, 20XX, 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 providing that the above obligations have been met. If Lessee fails to substantially complete the construction of the project set forth in the site development plan by _____, 20XX, 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..

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 5.40.125, or property tax liens under Cordova Municipal Code 5.36.260. If the City posts any notice of non-responsibility on the Premises, Lessee will ensure that the notice is maintained in a conspicuous place.

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

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

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

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

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

All insurance required under this Lease shall contain an endorsement requiring thirty (30) days' advance written notice to the City before cancellation or change in the coverage, scope, or amount of any policy. Before commencement of the Lease Term, Lessee shall provide the City with proof of the insurance required by this Section 11, except where noted above.

12. OWNERSHIP AND REMOVAL OF THE FACILITIES

Unless Lessee exercises its Option (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.

But 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 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 must remove these items and all contaminated soil and other material from the Premises, at Lessee's sole expense.

13. DEFAULT AND REMEDIES

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

i. The failure to make payment when due of any 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, 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.

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

i. Distrain for rent due any of Lessee's personal property which comes into the City's possession. This remedy shall include the right of the City to dispose of

Lessee's personal property in a commercially reasonable manner. Lessee agrees that compliance with the procedures set forth in the Alaska Uniform Commercial Code with respect to the sale of property shall be a commercially reasonable disposal;

ii. Re-enter the Premises, take possession thereof, and remove all property from the Premises. The property may be removed and stored at Lessee's expense, all without service of notice or resort to legal process, which Lessee waives, and without the City becoming liable for any damage that may result unless the loss or damage is caused by the City's negligence in the removal or storage of the property. No re-entry by the City shall be deemed an acceptance of surrender of this Lease. No provision of this Lease shall be construed as an assumption by the City of a duty to re-enter and re-let the Premises upon Lessee's default. If Lessee does not immediately surrender possession of the Premises after termination by the City and upon demand by the City, the City may forthwith enter into and upon and repossess the Premises 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, 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 5.22.090.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.

E. Purchase Price. Lessee shall have the right to purchase the Premises for \$XXXXX ("Purchase Price") until the fifth anniversary of the Commencement Date. If Lessee exercises its Option to purchase the Premises after the tenth 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 _____, 20XX, 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 _____, 20XX, 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, appraisal fees, escrow fees, recording fees, and title insurance, 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 contains the following terms and conditions:

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:

XXXXX
P.O. Box XXXX
Cordova, Alaska 99574

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

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

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

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

K. Estoppel Certificates. Either party shall at any time and from time to time, upon not less than ten (10) days' prior written request by the other party, execute, acknowledge, and deliver to such party a statement certifying that this Lease 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 and B 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: _____

Its: _____

LESSEE: **XXXX**

By: _____

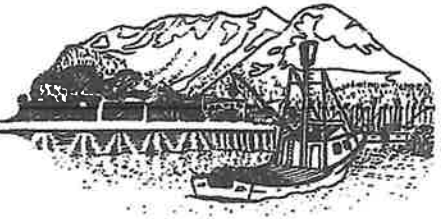
Its: _____

Exhibit A
Legal Description

Exhibit B
Development Plan

DRAFT

CITY OF CORDOVA



LD-RFP-24-01 SEALED PROPOSAL FORM

All proposals must be received by the Planning Department by Friday, March 1st, 2024 at 4:30 PM.

Property: Lot 4A, Block 5, North Fill Development Park Addition No. 2. See attached map.

Name of Proposer: Linda and Paul Kelly

Name of Organization: Bayside Storage

Address: 182 S in Poor Ave Phone #: 424 3109

Cordova AK 99574 Email: Linda.Kelly AK@gmail.com

Note: All submitted proposals for this property will be reviewed by the Planning Commission using the attached criteria. The Planning Commission will then recommend a proposal to City Council for final review and acceptance.

The City Council reserves the right to reject any proposal, part of any proposal, or all proposals. The City Council may accept any proposal deemed most advantageous to the City of Cordova or reject any or all proposals at their absolute discretion.

The chosen proposal will be subject to a Site Plan Review conducted in accordance with Chapter 18.42 of the Cordova Municipal Code. Prior to the issuance of a Building Permit, the City Council must approve the site plan for the project.

The fair market value for Lot 4A, Block 5, North Fill Development Park Addition No. 2 is \$120,000.00 and will be the **minimum price** that will be accepted for the property. If the successful proposal amount is greater than the minimum price, the amount in the proposal shall be the amount paid for the property.

The property fails to meet Cordova Municipal Code (CMC) 18.33.100.A.2. which mandates the minimum lot size in the zoning district. Compliance with CMC 18.33.100.A.2. is not required for the property.

All proposals shall include a deposit of \$1,000.00. In the event that a proposal is not awarded the opportunity to purchase the property, the City will reimburse the deposit to the proposer, otherwise deposit will be credited to costs associated with the contract preparation.

The attached Lease with Option to Purchase is a template for the agreement that will be negotiated with the proposal that is awarded the property. The terms and conditions of this template are subject to change as the City sees fit during the negotiation process with the chosen proposer.

Proposed Price \$ 120K or whatever the appraised price is.

The applicant shall also be responsible for all fees and costs the City incurred to third-parties in the transaction, including without limitation costs of appraisal, attorney's fees and costs, surveying and platting fees and costs, closing costs and escrow fees as per CMC 5.22.100.

1679

BAYSIDE STORAGE



April 14, 2023

Linda and Paul Kelly
182 Jim Poor Avenue
PO Box 265
Cordova, AK 99574
907-424-3109

City of Cordova
Planning Department and Council Members
PO Box 1210
Cordova, AK 99574

Dear Commissioners and Council Members

Lot 4A, Block 5 of the North Fill Development was recently advertised as a lot the City of Cordova would consider selling. Bayside Storage feels our application should be selected for the following reasons:

1. We have nearly 35 years of experience and performance in business.
2. We have collected and paid hundreds of thousands of dollars in property and sales taxes.
3. We provide a much-needed service for the community and fishing fleet.
4. If allowed to expand our business we will perform on our obligation.
5. The lot in question is very small and few proposals beyond personal use warehouses work. These personal use warehouses do not meet the land criteria. The Bayside Storage proposal would make the small lot productive.
6. This lot has been producing no revenue for the citizens of Cordova for nearly 50 years. Our proposal would finally change that. It is what is best for the community.
7. Jobs. Each and every one of our 125 lockers represents at least one job in the community. Small businesses-fisherman need a place to operate from and we provide that service for the community.
8. Our proposal represents an opportunity for the city to put this lot to work for the first time in nearly 50 years.

Thank you for your consideration,

Linda and Paul Kelly Bayside Storage

- Bayside Storage value of improvements. We have invested over \$3 million in Cordova's infrastructure. This additional project will cost another \$750k at today's prices. We are proposing to build a two-story building 40'x 84' with 10'x20' lockers below and either smaller lockers on top or an office for Bayside and an apartment to house family members in line to run the facilities in the future.
- Bayside provides employment for our family, it is our only source of income. Beyond that Bayside provides much needed space for several other businesses that employ many other families. LFS builds dozens of fishing nets for fisherman each year and operates their net hanging business here. The USCG does projects and stores valuable equipment in our facility. NVE, Copper River Fleece, the Net loft and dozens of other businesses use our facilities. These businesses employ people year around and pay property taxes, sales taxes and employment taxes. Without a facility to operate from some might well not be in business here because their business model doesn't include ownership of facilities. The bulk of our business is renting directly to fisher persons, and we have a waiting list to fill another facility.
- Bayside pays approximately \$23k in property tax and \$25k in sales tax. This new facility would pay approximately \$5k in sales taxes and \$5k in property taxes.
- Importance to the community. Bayside has been a welcome addition to Cordova for nearly 35 years. We have provided hundreds of customers with emergency storage or operating space for their business in times of disaster. Temporary storage when moving in or out of town. The fishing fleet of all sorts and sizes and many of the support businesses it takes to keep the fleet and community in operation year around. We are the only heated storage facility and the only rental facility large enough for commercial businesses to operate from.
- Our proposals have always met all the criteria for this development area. They have been approved four different times and our performance speaks for itself. We have never missed any payments or demands. We are prepared to proceed immediately upon approval of this project and would have this facility in operation within 12-24 months.
- We offer \$120K for this property.
- Consistency with comprehensive plan. Bayside has always met or exceeded all the elements in the comprehensive plan for the North Fill area. This is evident by the fact we have been approved and encouraged by four previous planning commissions and city councils. Many members of the public have also encouraged us to expand along the way based on demand.

BAYSIDE STORAGE

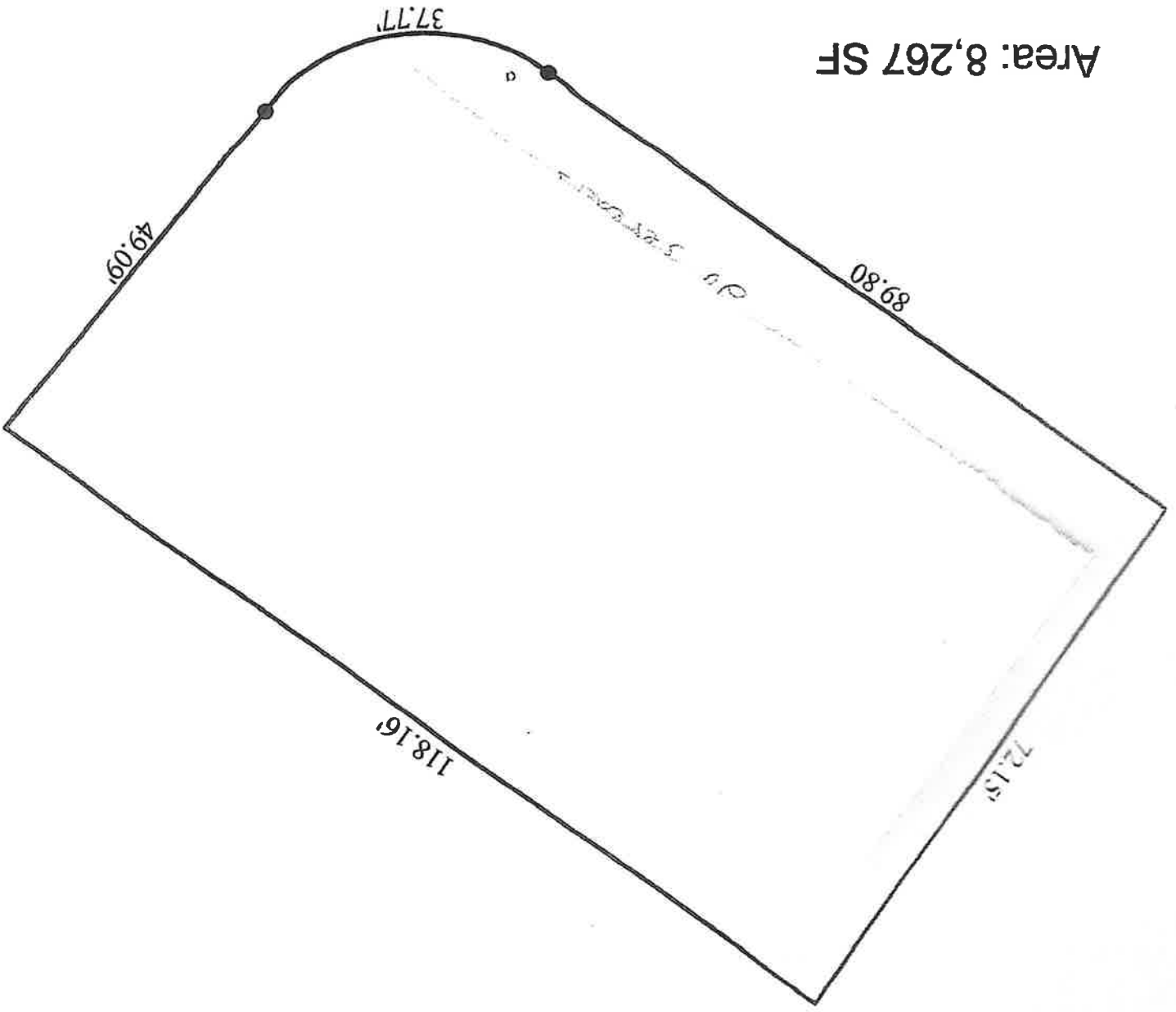
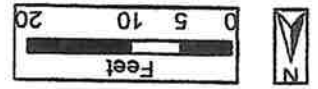
Linda and Paul Kelly
182 Jim Poor Avenue
PO Box 265
Cordova, AK 99574
lindakellyak@gmail.com
907-424-3109

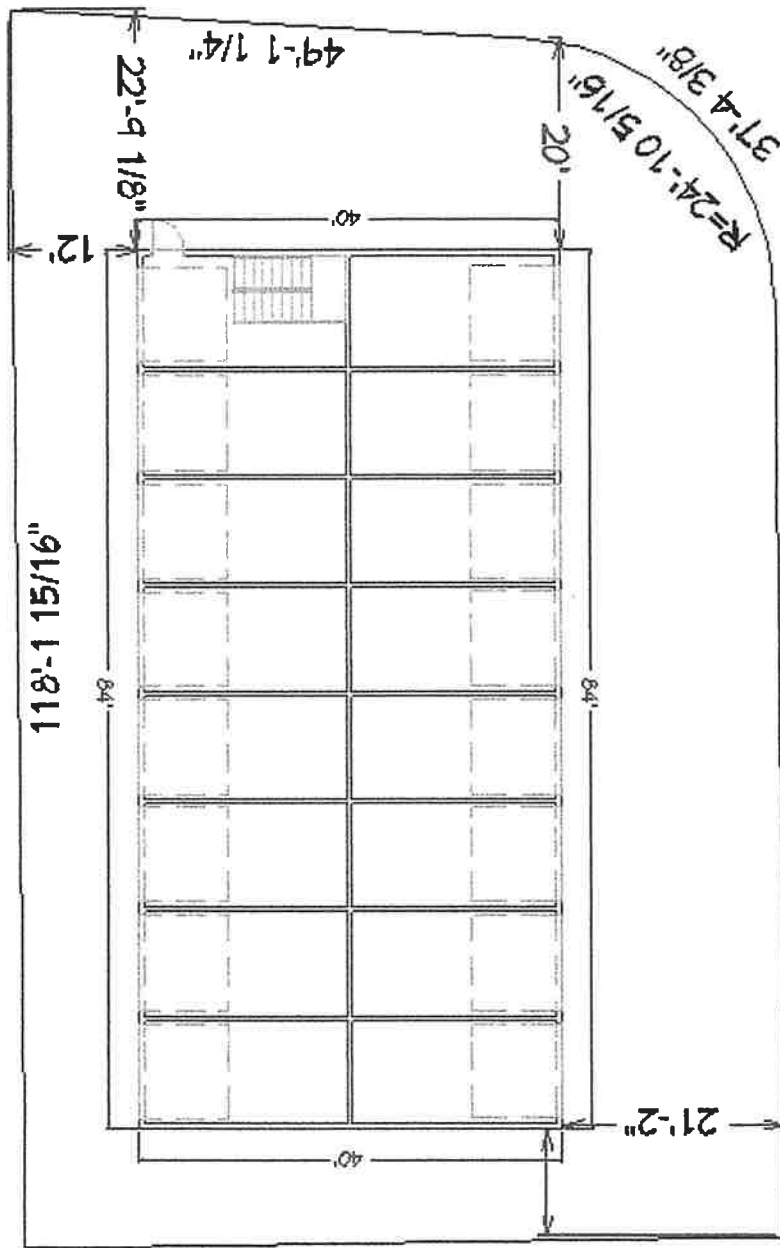
City of Cordova
Planning Department
P.O. Box 1210
Cordova, AK 99574

RE: Sealed Proposal for Lot 4A, Block 5, North Fill Development

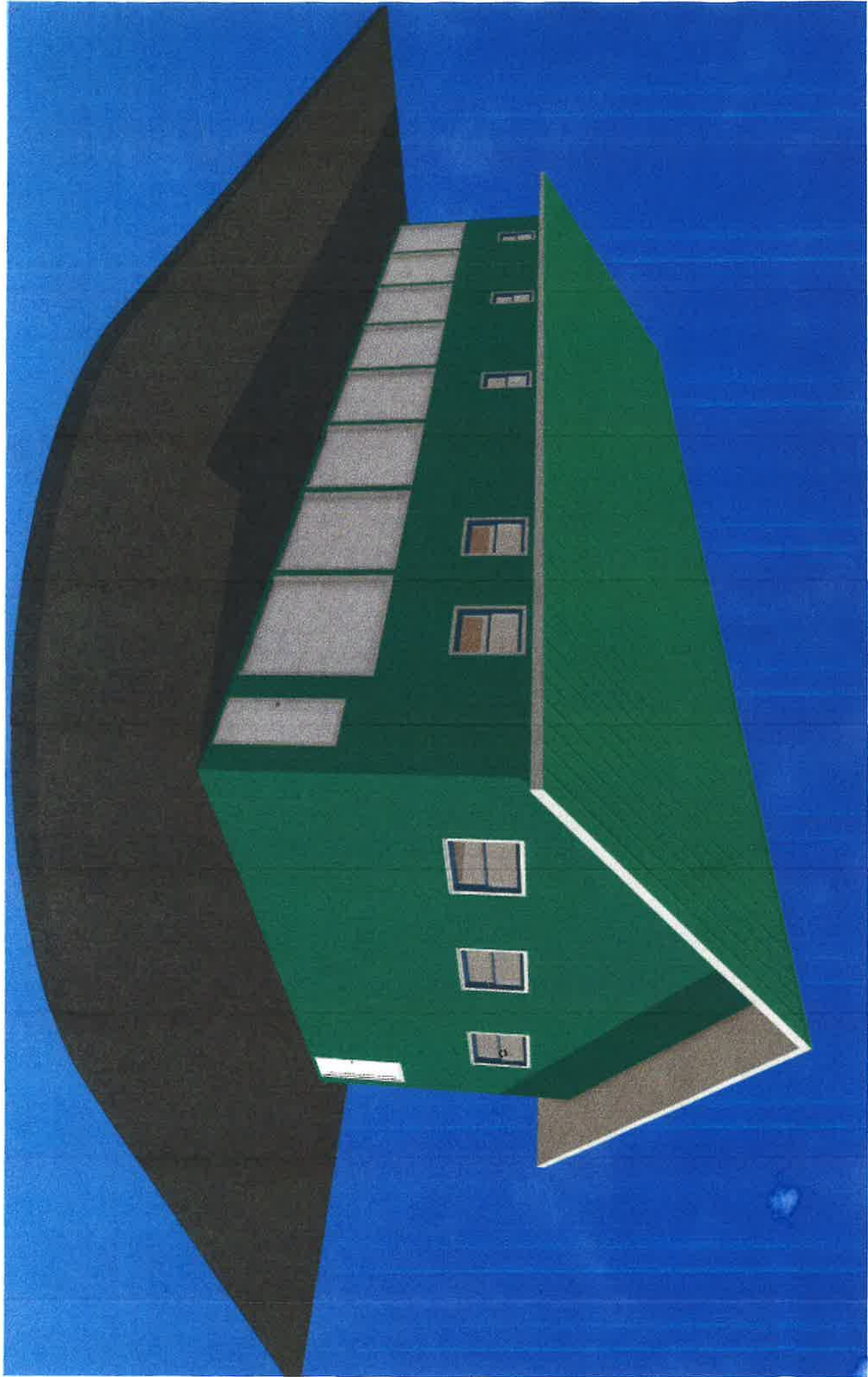
Additional information:

1. Type of business-Dry, heated storage and small business operating space, with a second story of storage or an apartment or two if the city so desires.
2. Proposed square footage: approximately 3600 sq. ft. first floor and for second floor. Total 7200.
3. See provided sketch and picture of similar building to proposal.
4. Benefit to Community: Provides needed dry storage space and business operating space for fishing industry and all community members. Approximately \$5000/year in sales tax plus \$5000/year in property tax.
5. Value of improvements: \$750,000.00
6. Proposed timeline for development: Immediately





BLOCK 5 LOT 4A
 72'-1 13/16"
 10'-2 5/16"





City Council of the City of Cordova, Alaska
Pending Agenda
September 4, 2024 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) Public Safety Resources - discussion | 1/20/2021 |
| 2) Ordinance change (Title 4) to ensure Council has a role in CBA approval process | 9/6/2023 |
| 3) Council discussion about incentives for investment in Cordova | 11/3/2021 |
| 4) Revenues (head tax, <u>mv reg tax</u> , <u>airline landing tax</u> , etal) - explore alternate revenues in '24
<u>mv reg tax (1st reading 9/4/24) aircraft landing - (1st reading 8/21/24)</u> | 8/21/2024 |
| 5) Facility condition assessments part 2 work session (did P&R on 4-19-23) - Oct '23 | 9/6/2023 |
| 6) City Code re: procurement, Manager spending limit trigger in a code provision | 4/19/2023 |
| 7) Discuss/create a policy for established timeframes for review of City ongoing contracts | 9/6/2023 |
| 8) Explore methods to capture tourism dollars by requiring arriving RVs to use paid facilities | 9/6/2023 |
| 9) Strategic planning work session (goal setting), to include Permanent Fund and other priorities | 2/21/2024 |
| 10) Bonding for City streets - explore for when asphalt plants will be in town during other projects | 4/3/2024 |
| 11) Work Session-2024 financials, sales tax code re-write, alternate revenues, sales tax (exemption on food) | 8/7/2024 |
| 12) Fisheries Committees (combining them) - also emergency declaration for 2024 fisheries to be considered | 8/7/2024 |

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

- | | |
|---|------------|
| 1) Disposal of PWSSC Bldg - referred until more of a plan for north harbor so the term of RFP would be known | 1/19/2022 |
| 2) 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 01-24-01, 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:

10/16/2024	1/15/2025	4/16/2025	7/16/2025
-------------------	------------------	------------------	------------------
- 3) Joint City Council and School Board Meetings - twice per year, May & October
 before Council mtg in **May** 6pm @ CHS before Sch Bd mtg **Oct. or Nov.**
- 4) Clerk's evaluation - each year in **Feb** (before Council changeover after Mar election) - next **Feb '25**
- 5) Manager's evaluation - each year in **Jan** - next one **Jan '25**
- 6) In **May** each year City will provide public outreach regarding beginning of bear season photo by Wendy Ranney
- 7) Ord 1217 Title 5 rewrite - first reading property tax portion on **6/5/24** 2nd reading **7/3 & 8/7/24**
 * sales tax portion of this forthcoming **late summer/fall 24**
- 8) Each year in **June** Council will approve by Resolution, the School's budget and City's contribution
- 9) Land disposal decision - impound lot - **9/4/24** regular meeting



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

item for action	tasking which staff: Manager/Clerk?	proposed date
1) ...		
2) ...		
3) ...		

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



**City Council of the City of Cordova, Alaska
Pending Agenda
September 4, 2024 Regular Council Meeting**

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

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

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

- | | | |
|--|--|------------------------------------|
| <p>1) Prince William Sound Regional Citizens Advisory Council</p> | <p>David Janka appointed March 2024</p> | <p>2 year term until May 2026</p> |
| <p>2) Prince William Sound Aquaculture Corporation Board of Directors</p> | <p>Tommy Sheridan appointed June 2024</p> | <p>3 year term until Sept 2024</p> |
| <p>3) Alaska Mariculture Alliance</p> | <p>Sean Den Adel appointed March 2024</p> | <p>no specific term</p> |

**CITY OF CORDOVA, ALASKA
RESOLUTION 01-24-01**

**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, Harbor and associated uses.
 - Improve pedestrian safety by creating a sidewalk and boardwalk system to navigate between the north and south harbors.
 - Provide additional cranes, laydown areas, and in-harbor fuel services.
- Waste Oil/Maintenance Building
- Shipyard Expansion
- Harbor Basin Expansion

Water Upgrades

- Improve water delivery during peak water usage.
- Booster station at Murchison tank to improve water delivery during peak flow.
- Permanent siphon at Crater Lake to improve water delivery during peak flow.
- Upgrade Pipe Infrastructure.
- Upgrade pump stations and equipment.
- Feasibility Study services and Fire Protection (hydrants) to Outlying Areas
- Water distribution upgrades

Sewer Upgrades

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

Streets Infrastructure and Equipment

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

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

Public Safety

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

Recreational Safety and Development

Pool Infrastructure

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

Bidarki Recreation Center

- Structural Repair
- Code and Ada Compliance
- Facility Improvements

Eyak Lake Skater's Cabin

- Demolish and replace.

Playground Renovations

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

Parks Restrooms/Buildings/Structures

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

Ski Hill Improvements

Land Development

- Housing
- Cold Storage
- Harbor Basin Expansion

and;

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

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

PASSED AND APPROVED THIS 17th DAY OF JANUARY 2024



[Handwritten signature of David Allison]

David Allison, Mayor









ATTEST:

[Handwritten signature of Susan Bourgeois]

Susan Bourgeois, CMC, City Clerk

September 2024



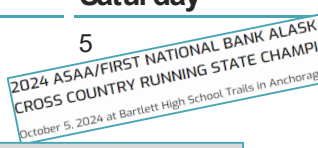





CALENDAR MONTH	SEPTEMBER
CALENDAR YEAR	2024
1ST DAY OF WEEK	SUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1  ALASKA STATE FAIR AUGUST 16 – SEPTEMBER 2	2  8am-3pm Sept 2 Labor Day Holiday City Hall Offices Closed	3	4 6:45 Public hearing 7:00 Council reg mtg CCAB	5 	6	7
8 	9 CSD Labor Day Holiday Sept 2	10 6:30 P&Z CCAB	11 6:00 Harbor Cms CCAB 7:00 Sch Bd HSL	12	13 	14 
15 	16	17 5:30 CTC Board Meeting CCER	18 7:00 Council reg mtg CCAB	19	20	21
22	23	24 6:00 P&R CCM	25 6:00 CEC Board Mtg CCER	26 12:00 Hosp Svc Bd HCR	27	28 Copper River Rally VBall 9/27-28 
29	30	1	2	3	4	5

6	7	<p>Notes</p> <p>Legend: <u>CCAB</u>-Community Rms A&B <u>HSL</u>-High School Library <u>CCA</u>-Community Rm A</p>	<p><u>CCB</u>-Community Rm B <u>CCM</u>-Mayor's Conf Rm <u>CCER</u>-Education Room</p>	<p><u>LN</u>-Library Fireplace Nook <u>CRG</u>-Copper River Gallery <u>HCR</u>-CCMC Conference Room</p>	<p>Cncl - 1st & 3rd Wed P&Z - 2nd Tues SchBd, Hrb Cms - 2nd Wed CTC - 3rd Tues</p>	<p>P&R - last Tues CEC - 4th Wed Hosp Svcs Bd - last Thurs</p>
---	---	--	--	---	---	--

October 2024

CALENDAR MONTH	OCTOBER
CALENDAR YEAR	2024
1ST DAY OF WEEK	SUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	1	2		4	5
			 Rosh Hashanah Oct. 2-4  Pioneers of Alaska Grand Igloo		Pioneers of AK Covention in Cordova Oct 2-6 	
6	7	8	9	10	11	12
				2024 AHS Conference	Cordova October 9- 12, 2024	
			7:00 Council reg mtg CCAB			
13	14	15	16	17	18	19
	 INDIGENOUS PEOPLES DAY CSD Holiday	6:30 P&Z CCAB	6:00 Harbor Cms CCAB 7:00 Sch Bd HSL		 Alaska Day Holiday City Offices closed	
20	21	22	23	24	25	26
		5:30 CTC Board Meeting CCER				
			7:00 Council reg mtg CCAB			
27	28	29	30	31	1	2
						
		6:00 P&R CCM	6:00 CEC Board Mtg CCER	12:00 Hosp Svc Bd HCR		
3	4	Notes Legend: CCAB-Community Rms A&B CCM-Mayor's Conf Rm HSL-High School Library CCA-Community Rm A CCB-Community Rm B CCM-Mayor's Conf Rm HSL-High School Library 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 Thurs				

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

Mayor and City Council - Elected

seat/length of term	email	Date Elected	Term Expires
Mayor: 3 years	David Allison Mayor@cityofcordova.net	March 1, 2022	March-25
Council members:			
Seat A: 3 years	Tom Bailer CouncilSeatA@cityofcordova.net	March 1, 2022 March 5, 2019	March-25
Seat B: 3 years	Cathy Sherman CouncilSeatB@cityofcordova.net	March 7, 2023 March 3, 2020	March-26
Seat C: 3 years	Kasey Kinsman, Vice Mayor CouncilSeatC@cityofcordova.net	March 7, 2023	March-26
Seat D: 3 years	Wendy Ranney CouncilSeatD@cityofcordova.net	March 5, 2024 July 5, 2023	March-27
Seat E: 3 years	David Zastrow CouncilSeatE@cityofcordova.net	March 5, 2024	March-27
Seat F: 3 years	Kristin Carpenter CouncilSeatF@cityofcordova.net	March 1, 2022	March-25
Seat G: 3 years	Ken Jones CouncilSeatG@cityofcordova.net	March 1, 2022	March-25

elected by encl

Cordova School District School Board of Education - Elected

length of term		Date Elected	Term Expires
3 years	Barb Jewell, president bjewell@cordovasd.org	Mar 1, 2022, Mar 5, 2019, Mar 1, 2016, Mar 5, 2013	March-25
3 years	Henk Kruithof hkruithof@cordovasd.org	March 5, 2024 March 2, 2021	March-27
3 years	Terri Stavig tstavig@cordovasd.org	March 1, 2022	March-25
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
3 years	David Glasen	March 7, 2023	March-26

seat up for re-election in Mar '25

vacant

board/commission chair/vice

seat up for re-appt in Nov '24

(updated 07-29-24)

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	Diane Ujioka CCMCBoardSeatC@cdvcmc.com	March 5, 2024 December 19, 2023	March-27 elected by board
3 years	Ann Linville CCMCBoardSeatA@cdvcmc.com	March 1, 2022	March-25
3 years	Shelly Kocan CCMCBoardSeatB@cdvcmc.com	July 25, 2023	March-25
3 years	Liz Senear CCMCBoardSeatD@cdvcmc.com	March 5, 2024 March 2, 2021	March-27
3 years	Kelsey Appleton Hayden, Chair CCMCBoardSeatE@cdvcmc.com	March 7, 2023 March 3, 2020	March-26

Library Board - Appointed

length of term		Date Appointed	Term Expires
3 years	Mary Anne Bishop, Chair	Nov '06, '10, '13, '16, '19, Dec '22	November-25
3 years	Debra Adams	Dec '21	November-24
3 years	Sherman Powell	June '18, Feb '20, Jan '23	November-25
3 years	Mark Donachy	Dec '23	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	November-25
3 years	Mark Hall, Vice Chair	Nov '19, Dec '22	November-25
3 years	Sarah Trumblee	Dec '20, Dec '23	November-26
3 years	Tania Harrison, Chair	Mar '22	November-24
3 years	Gail Foode	Dec '23	November-26
3 years	Chris Bolin	Sep '17, Nov '18 Dec '21	November-24
3 years	Sean Den Adel	Dec '23	November-26

seat up for re-election in Mar '25

vacant

board/commission chair

seat up for re-appt in Nov '24

(updated 07-29-24)

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	November-26
3 years	Andy Craig, Chair	Nov '16, '19 & Dec '22	November-25
3 years	Garrett Collins	Dec '23	November-26
3 years	Ken Jones	Feb '13, Nov '16, Nov '19, Dec '22	November-25
3 years	Christa Hoover	Dec '21	November-24
3 years	Hein Kruithof	Dec '23	November-26
3 years	Tommy Sheridan	Sept '22	November-24

Parks and Recreation Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	Jim Fritsch	May '24	November-24
3 years	Henk Kruithof	Nov '19, Dec '22	November-25
3 years	Aaron Hansen, Chair	Dec '21	November-24
3 years	Kara Rodrigues	Dec '23	November-26
3 years	Marvin VanDenBroek	Feb '14, Nov '16, Nov '19, Dec '22	November-25
3 years	Jason Ellingson	Mar '23	November-25
3 years	Erin Cole	May '24	November-26

Historic Preservation Commission - Appointed

length of term		Date Appointed		Term Expires
3 years	Kris Ranney, PC member	Mar '23	appt'd by PC	November-25
3 years	Heather Hall, professional member	Aug '16, Feb '20, Mar '23		November-25
3 years	Sylvia Lange, NVE member	Nov '22, Nov '19	appt'd by NVE	November-25
3 years	Christy Mog, professional member	Dec '23		November-26
3 years	Ashley Bivin, historical society member	Dec '23		November-24
3 years	Nancy Bird, professional member	Nov '17, Nov '18		November-24
3 years	Jim Casement, public member	Dec '21		
		Dec '23		November-26

seat up for re-election in Mar '24	vacant
board/commission chair	
seat up for re-appt in Nov '24	

(updated 07-29-24)