

Mayor

Clay Koplin

Council Members

*James Burton
Kenneth Jones
Jeff Guard
Robert Beedle
Anne Schaefer
David Allison
James Wiese*

City Manager

Alan Lanning

City Clerk

Susan Bourgeois

Deputy Clerk

Tina Hammer

Student Council

Olivia Carroll

**Regular City Council Meeting
January 17, 2018 @ 7:00 pm
Cordova Center Community Rooms
Agenda**



A. Call to order

B. Invocation and 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 Clay Koplin, Council members James Burton, Kenneth Jones, Jeff Guard, Robert Beedle, Anne Schaefer, David Allison and James Wiese

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

E. Disclosures of Conflicts of Interest

F. Communications by and Petitions from Visitors

- 1. Guest Speakers
- 2. Audience comments regarding agenda items..... (3 minutes per speaker)
- 3. Chairpersons and Representatives of Boards and Commissions (CCMCABoD, School Board)
 - AMHS Reform Project Committee report from *Mike Anderson*..... (page 1)
- 4. Student Council Representative Report

G. Approval of Consent Calendar..... (roll call vote)

- 5. Resolution 01-18-05..... (page 2)
A resolution of the City Council of the City of Cordova, Alaska authorizing the conveyance of a portion of Lots 8 and 9, Block 1, Odiak Park Subdivision
- 6. Resolution 01-18-06..... (page 21)
A resolution of the City Council of the City of Cordova, Alaska supporting Points North Heli-Adventures Inc., commercial access to United States Forest Service lands
- 7. Council right to protest liquor license renewals for Laura’s Liquor Shoppe..... (page 22) and Powder House Bar/Restaurant

H. Approval of Minutes

- 8. Minutes of the 12-20-17 Council Regular Meeting..... (page 27)

I. Consideration of Bids

J. Reports of Officers

- 9. Mayor’s Report..... (page 30)
- 10. Manager’s Report
- 11. City Clerk’s Report

K. Correspondence

- 12. 01-08-18 Mayor Koplin letter to DEC per request from RCAC..... (page 34)
- 13. 01-09-18 Mayor Koplin letter to USFS re Points North..... (page 36)
- 14. 01-10-18 Mayor Koplin letter to ADF&G re Tanner Crab..... (page 38)
- 15. 01-12-18 Mayor Koplin letter to Governor and Lieut. Governor in re Drug Dog donation..... (page 39)

L. Ordinances and Resolutions

M. Unfinished Business

N. New & Miscellaneous Business

- 16. Council adoption of 2018 City Land Disposal Maps..... (voice vote)(page 40)
- 17. Council action on disposal and method of disposal of Breakwater Fill Lot..... (voice vote)(page 60)
- 18. Council action on disposal and method of disposal of Lot 3, Block 5 North Fill..... (voice vote)(page 64)
- 19. Discussion of sales tax cap exemption
- 20. Pending Agenda, Calendar and Elected & Appointed Officials lists..... (page 69)

O. Audience Participation

P. Council Comments

Q. Adjournment

Executive Sessions: Subjects which may be discussed 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.

If you have a disability that makes it difficult to attend city-sponsored functions, you may contact 424-6200 for assistance.

Full City Council agendas and packets available online at www.cityofcordova.net

January 9, 2018

Mayor Koplín, Honorable Councilmembers;

The Alaska Marine Highway Reform Steering Committee has been meeting over the last year and a half, mostly by teleconference and E-mail, but with several face to face meetings. We were tasked with looking at how the AMHS should be set up to better meet the needs of its users as well as economic challenges. I could go on and on about why, but I suspect you already understand its scheduling and funding challenges.

In a nutshell the Steering Committee was in total agreement that the best management structure for the AMHS would be a public corporation in order to separate it from the political process and give it the authority to be more flexible in decisions moving forward. The AMHS would still require a substantial subsidy from the Alaska Legislature, and an important component of its success as a public corporation would be forward funding. There are currently legislative efforts underway thanks to Rep. Kito to create the public corporation and fund it.

The steering committee works through the South East Conference and has Elliot Bay Design Group and McDowell Group as expert advisors who have been compiling data to see whether it supports the public corporation. Through this data we have looked at transportation organizations worldwide, and compared them with the AMHS. We have also explored parts of the AMHS to understand the importance of parts, such as the Bellingham connection. However, any real reform of the AMHS would come as a result of changing to a public corporation and would come about as a result of its own boards' decision.

The forward funding is a very critical need. While most of us use the ferry to get to Anchorage for various reasons, it is very important to realize that tourism and business use is a critical component of the ridership matrix. Both need to have a schedule that is reliable and schedulable years forward. This requires the dollars that are needed for operations independent of the funding mess we have seen from the legislature for several years. FYI, years ago the AMHS did have a fund that they used to bridge state budgeting that is now gone due to use and legislative underfunding.

Please visit the website at <http://www.amhsreform.com/> to see the ongoing process and see for yourself the documentation and direction this is taking. This project now needs everyone's help lobbying our legislature to form the corporation and fund it. This is in addition to any efforts to affect the Aurora or Chenega or Fairweather schedules.

Sincerely,

Mike Anderson



AGENDA ITEM # 5
City Council Meeting Date: 1/17/2018
CITY COUNCIL COMMUNICATION FORM

FROM: Planning Staff
DATE: 1/10/2017
ITEM: Resolution 01-18-05
NEXT STEP: Pass Resolution

INFORMATION
 MOTION
 RESOLUTION
 ORDINANCE

I. REQUEST OR ISSUE:

Requested Actions: Review contract and purchase agreement
Disposal Property Address: Chase Avenue
Area: A portion of Lot 8 & Lot 9, Block 1, Odiak Park Subdivision
Zoning: Low Density Residence District
Attachments: Location Map
Resolution 01-18-05
Contract for Bradford and Wiese

II. RECOMMENDED ACTION / NEXT STEP:

Before council is an agreement between the city and the buyers defining roles and responsibilities for the preliminary survey work that will need to be completed in order to determine the final square footage and

total price.

Staff suggest the following motion:

“I move to approve Resolution 01-18-05.”

III. FISCAL IMPACTS:

The city would receive the purchase price of the property and future property tax revenue.

IV. BACKGROUND INFORMATION:

2/2/17 – Letter of interest received from Eagle Contracting.

2/14/17 – At the Regular Planning Commission meeting, the commission recommended disposing by direct negotiation:

M/Bird S/Roemhildt to recommend to City Council to dispose of Lot 8 and 9, Block 1, Odiak Park Subdivision as requested in the letter of interest from Eagle Contracting as outlined in Cordova Municipal Code 5.22.060B by negotiating an agreement with Eagle Contracting to lease or purchase the property.

Bird said she had wondered about the same questions raised by *Bradford*. *Bird* said it sounded like the lot lines would have to be addressed. *Greenwood* said that a title search would clear it up and costs would have to be negotiated. *Roemhildt* said that in the past they have not sold nearby land because of the greenbelt issue. He said that disturbing the ground may affect the foundations of the houses. *Pegau* said that the property was a steep cliff and he doesn't see how it could be developed and meet setbacks without a lot of rockwork.

Frohnappfel said he wanted to refer it back to staff to resolve the property line issue. He said it was not up to the commission to determine whether or not someone could use the property; it was whether or not the property is for sale. *Greenwood* said that the city does not have the funds to resolve the issue and that typically the title search would be a part of the disposal process. Staff did not know the issue existed until they received a letter of interest. In a typical land sale these sorts of title issues are sorted out during closing. *Stavig* said that there is a substantial amount of land the city shows as available that the city doesn't even have title to yet. *Greenwood* pointed out that this was similar to the Section Line easement they discovered on the Power Creek property; all of these issues get sorted out during the disposal process, so that the costs for sorting the issues out can be a part of the negotiations.

McGann said that you can't do something on your property that adversely affects the neighbor's property. He said that just because it is available does not obligate the commission to dispose of it. *Bird* said that all of the properties along the hill were shown as available and that maybe they should look at making all of the lots not available.

M/Bird S/Roemhildt to amend the motion to recommend to City Council to dispose of portions of Lot 8 and 9, Block 1, Odiak Park Subdivision as outlined in Cordova Municipal Code 5.22.060 by requesting sealed proposals to lease or purchase the property.

Upon voice vote, amendment passed 5-0.

Yea: **McGann, Pegau, Roemhildt, Frohnapfel, Bird**

Absent: **Baenen, Kocan**

Upon voice vote, main motion passed 3-2.

Yea: **McGann, Baenen, Roemhildt**

Nay: **Pegau, Frohnapfel**

Absent: **Baenen, Kocan**

3/1/17 – At the Regular City Council meeting, council directed staff to put the property out for proposals:

N. New & Miscellaneous Business 16. Land disposal decision and method Lots 8 & 9, Block 1, Odiak Park Subdivision

M/Hallquist S/Joyce to direct the City Manager to dispose of Lots 8 & 9 Block 1 Odiak Park Subdivision as outlined in Cordova Municipal Code 5.22.060 B by requesting sealed proposals to lease or purchase the property.

Hallquist said he drove by the lots today, he read the letters Council has received, he read what planning and zoning recommended and he read the information that the City Clerk sent. He said we listed this as available for sale – thinks it wouldn't be right to pull it back then after someone send a letter of interest on it. **Hallquist** said he read Tom McGann's comments from the Planning and Zoning meeting which say that you cannot do something on your own property that would adversely affect your neighbor's property so he is willing to take proposals on this lot and see what comes in. **Joyce** agreed and said we should at least see what ideas are out there, including adjacent landowners who are more than welcome to put proposals in. He said once the proposals are in, Council could opt against choosing any one of them. **Allison** said he also thinks it never hurts to get proposals on a lot, he said we are still at the beginning stages of this one. **Bailer** said he would support it but hopes staff can stay close to this one, really understand what a contractor intends to do here before approving a proposal.

Vote on the motion: 4 yeas, 0 nays, 2 absent (Burton, Beedle), 1 conflict of interest (Wiese). Motion was approved.

4/1/17 - The request for proposals began April 1st, 2017 and ended May 1st, 2017 at 10 AM. The City received one proposal for the property.

5/1/17 – Proposal received from Bradford, Campbell, and Wiese

5/16/17 – At the Special Planning Commission meeting, the commission recommended approval of the proposal presented by Bradford, Campbell, and Wiese:

M/Baenen S/Bird to recommend City Council approve the proposal from Bradford, Campbell and Wiese for portions of Lot 8 and 9, Block 1, Odiak Park Subdivision.

McGann said that they had not received a proposal from **David Sjostedt**, who had submitted the original letter of interest. **Baenen** said that they have a criteria for proposals that only should be used when they receive more than one proposal. He did complete the criteria, but he could go either way as the land will probably sit there another 100 years. **Greenwood** explained that with

the letter of interest there had been some concerns about developing the property. **Bird** said that if the property has so many issues, she wondered why they had it available. The proposal makes a lot of sense to her and she supports it. **Pegau** said he likes the idea of getting the area replatted and getting the contested area sorted out. He hopes the replat will follow the existing property lines. **Frohnapfel** said he thought it was a great proposal that solved many different issues. He also wanted the area below delineated as a greenbelt and not available on the land disposal maps. **McGann** said he was in support and that it made perfect sense and that the greenbelt was in a perfect spot. **Greenwood** said that they would figure out the location of the easement and the terms during the replat process.

Upon roll call vote, motion passed 6-0.

Yea: **McGann, Pegau, Baenen, Frohnapfel, Kocan, Bird**

Absent: **Roemhildt**

6/7/17 – At the Regular City Council meeting, council awarded the disposal to Bradford, Campbell, and Wiese:

24. Award of land disposal Lot 8 & 9 Block 1 Odiak Park Subdivision

M/Beedle S/Burton to award the disposal to Bradford, Campbell and Wiese of Lot 8 & 9 Block 1 Odiak Park Subdivision.

Burton said for the record that this is consistent with past proposals that we've had for this same neighborhood when it comes to selling the property to the adjoining landowners.

Vote on the motion: 7 yeas, 0 nays. Motion was approved.

Landowner Campbell has declined to participate in the purchase of the property, so the remaining parties are interested and moving forward.

V. LEGAL ISSUES:

Disposal documents may need legal review.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

An easement will be required for the city water line.

VII. SUMMARY AND ALTERNATIVES:

Council could decide not to approve contract and purchase agreement.

**CITY OF CORDOVA, ALASKA
RESOLUTION 01-18-05**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA,
ALASKA AUTHORIZING THE CONVEYANCE OF A PORTION OF LOTS 8 AND
9, BLOCK 1, ODIK PARK SUBDIVISION**

WHEREAS, pursuant to CMC 5.22.010, the City of Cordova, City Council directed the City Manager to enter into direct negotiation with Bret and Cindy Bradford and Henry and Cecilia Wiese for the purchase of a portion of Lots 8 and 9, Block 1, Odiak Park Subdivision (the "Property"); and

WHEREAS, the Council finds that the purchase price of three dollars and thirty cents (\$3.30) per square foot is the fair market value of the Property; and

WHEREAS, the forms of a Purchase and Sale Agreement and Quitclaim Deed that are to be executed in connection with the disposal of the Property by the City have been presented at this meeting, and it appears that such documents are in an appropriate form and are appropriate instruments for the purposes intended.

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

Section 1 The City Manager is authorized and directed to convey the Property as designated by the survey to Bret and Cindy Bradford and Henry and Cecilia Wiese in accordance with the terms in the Purchase and Sale Agreement. The form and content of the Purchase and Sale Agreement and Quitclaim Deed now before this meeting hereby are in all respects authorized, approved and confirmed, and the City Manager hereby is authorized, empowered and directed to execute and deliver such documents on behalf of the City, in substantially the form and content now before this meeting but with such changes, modifications, additions and deletions therein as he shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said documents now before this meeting, and from and after the execution and delivery of said documents, the City Manager hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the documents as executed.

PASSED AND APPROVED THIS 17TH DAY OF JANUARY, 2018.

Clay R. Koplín, Mayor

Attest:

Susan Bourgeois, CMC, City Clerk

This Contract, made on _____, 2018, between the Landowners, which are composed of Henry and Cecilia Wiese, PO Box 1708, Cordova, AK; and Bret and Cindy Bradford, PO Box 603, Cordova, AK; and the City of Cordova (City), PO Box 1210, Cordova, AK.

The purpose of this Contract is for the Landowners and the City to understand and agree to their responsibilities to move forward with the Landowners' purchase of portions of Lots 8 and 9, Block 1, Odiak Park Subdivision from the City.

The Landowners agree that they will hire a surveyor to perform all work associated with the disposal of the portions of Lots 8 and 9, Block 1, Odiak Park Subdivision. The Landowners will be responsible for all survey requirements and costs. Survey requirements include, but are not limited to:

1. Surveyor will create one plat that combines all lots and portions of lots into three lots: one for each landowner (2) and one for the remaining city property.
2. Plat will locate and identify a 20' easement for the city water infrastructure that passes through the lots.
3. Surveyor will provide legal descriptions for the portions of the lots to be deeded from the city to the property owners.
4. Surveyor, land owners, and Planning Department will meet prior to commencing the project to gain an understanding of the work expected, and will work with Planning Department to meet city platting standards.
5. Surveyor will submit the final plat to the Planning Department for approval and recording.

The City agrees that upon completion of the above plat, the City will develop purchase agreements and quit claim deeds for all landowners to purchase the portions of Lots 8 and 9 as described by the legal descriptions provided by the surveyor.

Other agreed upon terms between the Landowners and the City:

1. The purchase price of the property will be \$3.30 per square foot.
2. The City will not charge for the square footage of the property where there is conflicting ownership between the City and the Landowners.
3. The City will reduce the total purchase price by the cost of the portion of the platting and surveying involving the city utility easement.
4. The City will not charge for the square footage of the easement.
5. The final square footage deeded to each owner will be determined by the surveyor. How the square footage is divided is property owner's choice, although the division must be approved by the Planning Department.
6. In addition to the purchase price, the property owners will be responsible for the following costs:
 - a. RFP advertising costs (\$364)
 - b. City platting fee - \$100 includes recording fee and application
 - c. Attorney's fees for preparing purchase documents, deeds and closing costs. (TBD) The City's good faith estimate based on past closing costs is \$1700.00 per party, which includes:
 - i. lawyer fees ~\$900.00
 - ii. closing fees ~ \$550.00
 - iii. city land disposal fee ~\$150.00
 - iv. recording fees – deeds \$20 for first page and \$10 for additional pages.

- d. Any other costs associated with the purchase of the property (TBD). Any additional cost besides the costs listed above will be discussed with land owners prior to being expended.
- 2. The Landowners understand that in the event that any of the Landowners choose not to complete the Contract, it will become void. The Landowners will be responsible for all costs incurred by the City, and the City will not be liable for any surveying or other costs incurred by the Landowners.

This is the entire Contract. Both parties agree on what is stated above, and both realize that this is a binding Contract between the parties, their successors, and personal representatives.

Witness #1: _____ Witness #2: _____

Landowners:

Henry Wiese

Cecilia Wiese

Bret Bradford

Cindy Bradford

City of Cordova:

Alan Lanning, City Manager

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of _____, 2018 (the "Effective Date"), by and between the CITY OF CORDOVA, an Alaska municipal corporation ("Seller"), whose address is P. O. Box 1210, Cordova, Alaska 99574, and Bret and Cindy Bradford ("Purchaser"), whose address is P. O. Box 603, Cordova, Alaska 99574.

WHEREAS, Seller is the owner of real property located in the City of Cordova, Alaska, more particularly described as lots 8 and 9, Block 1, Odiak Park Subdivision according to the plat number 74-272, (referred to as the "City Property"); and

WHEREAS, Purchaser owns real property adjacent to the City Property; and

WHEREAS, Purchaser desires to buy a portion of the City Property, specifically XXXXXXXXXXXXXXXXXXXXX; and

WHEREAS, Purchaser has funds to pay the cost of acquiring the Property; and

WHEREAS, Purchaser desires to buy from Seller, and Seller desires to sell to Purchaser, a portion of City Property, subject to and in accordance with the terms and provisions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein by this reference), the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Purchase and Sale. Seller hereby agrees to sell, assign and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, all of Seller's right, title and interest in and to XXX square feet of Lot XX, Block 1 Odiak Subdivision located in the Cordova Recording District, Third Judicial District, State of Alaska, more particularly described and diagramed in Exhibit A attached hereto and incorporated herein by this reference, together with any and all improvements thereon, and all rights, privileges, easements and appurtenances thereto (the "Property").

2. The Purchase Price. The purchase price for XXX square feet of Lot XX, Block 1 Odiak Subdivision is XXX hundred and XX dollars and XXX cents (\$XXX.XX) and the purchase price for XX square feet of Lot 8, Odiak Subdivision is XXX hundred and XXX dollars and XX (\$XXX.XX). The total purchase price for the Property, which totals XXX square feet, is XXXX hundred and XXX dollars and XXX cents (\$XXX.XX) (the "Purchase Price") and shall be paid to Seller by Purchaser at the Closing (as that term is defined in Section 11 below) as follows:

(a) Within five (5) business days after execution of this Agreement by all parties, Purchaser shall deposit a fully executed copy of this Agreement, and the sum of

Two Hundred and Fifty Dollars (\$250.00) as an earnest money deposit (the "Deposit"), in escrow ("Opening of Escrow") with Fidelity Title Agency of Alaska LLC. ("Escrow Agent").

(b) In the event the purchase and sale of the Property is consummated as contemplated hereunder, the Deposit shall be retained by Seller and credited against the Purchase Price at Closing, or otherwise disbursed in accordance with this Agreement.

(c) The balance of the Purchase Price over and above the amount paid by or credited to Purchaser pursuant to Section 2(a) above shall be paid to Seller in immediately available funds at the Closing.

3. Title.

(a) Purchaser may order from Fidelity Title Agency of Alaska LLC ("Title Company"), within ten (10) days following the Opening of Escrow, a preliminary title report pertaining to the Property (the "Commitment"), together with legible (to the extent available) copies of all documents relating to the title exceptions referred to in such Commitment. If Purchaser obtains a Commitment, it must be provided to Seller.

(b) Within fifteen (15) days after the delivery of the Commitment, Purchaser shall notify Seller in writing of any title exceptions identified in the Commitment of which Purchaser disapproves. Any exception not disapproved in writing within said fifteen (15) day period shall be deemed approved by Purchaser, and shall constitute a "Permitted Exception" hereunder. Purchaser and Seller hereby agree that all non-delinquent property taxes and assessments shall also constitute "Permitted Exceptions." Within ten (10) days after receipt of Purchaser's written notice of disapproved title exceptions, if any, Seller shall notify Purchaser in writing of any disapproved title exceptions which Seller is unable or unwilling to cause to be removed prior to or at Closing. Seller's failure to give such notice shall be deemed an election not to remove any disapproved title exceptions. With respect to such exceptions, Purchaser then shall elect, by giving written notice to Seller and Escrow Agent within ten (10) days thereafter, (x) to terminate this Agreement, or (y) to waive the disapproval of such exceptions, in which case such exceptions shall then be deemed to be Permitted Exceptions. Purchaser's failure to give such notice shall be deemed an election to waive the disapproval of any such exception. In the event Purchaser elects to terminate this Agreement in accordance with clause (x) above, the Deposit, without interest, shall be immediately refunded to Purchaser; provided, however, that Purchaser shall be responsible for any title or escrow cancellation fees.

4. Representations and Warranties of Seller. Seller represents and warrants to Purchaser that the following matters are true and correct as of the execution of this Agreement and also will be true and correct as of the Closing:

(a) This Agreement is, and all the documents executed by Seller which are to be delivered to Purchaser at the Closing will be, legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms and does

not and will not violate any provisions of any agreement to which Seller is a party or to which it or the Property is subject.

(b) Purchaser shall purchase the Property based on Purchaser's own prior investigation and examination of the Property (or Purchaser's election not to do so) and upon the warranties, covenants and representations contained in this Agreement; AND THAT, AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY SELLER, SUBJECT TO THE TERMS OF THIS AGREEMENT, PURCHASER IS PURCHASING THE PROPERTY IN AN "AS IS" PHYSICAL CONDITION AND IN AN "AS IS" STATE OF REPAIR, WITH ALL FAULTS. Except as may be set forth in this Agreement, Purchaser hereby waives, and Seller does hereby disclaim, all warranties of any type or kind whatsoever with respect to the Property, whether express or implied, including, by way of description but not limitation, those of fitness for a particular purpose and use.

5. Representations, Warranties and Covenants of Purchaser. Purchaser represents and warrants to Seller that the following matters are true and correct as of the execution of this Agreement and also will be true and correct as of the Closing:

(a) This Agreement is, and all the documents executed by Purchaser which are to be delivered to Seller at the Closing will be, duly authorized, executed, and delivered by Purchaser, and is and will be legal, valid, and binding obligations of Purchaser enforceable against Purchaser in accordance with their respective terms and do not and will not violate any provisions of any agreement to which either Purchaser is a party or to which they are subject.

6. Conditions Precedent to Closing.

(a) The following shall be conditions precedent to Seller's obligation to consummate the purchase and sale transaction contemplated herein (the "Seller's Conditions Precedent"):

(1) Purchaser shall not have terminated this Agreement in accordance with Section 3, Section 14 or Section 15 of this Agreement within the time periods described in those Sections.

(2) Purchaser shall have delivered to Escrow Agent, prior to or at the Closing, for disbursement as directed hereunder, all cash or other immediately available funds due from Purchaser in accordance with this Agreement.

(3) There shall be no uncured breach of any of Purchaser's representations or warranties set forth in Section 5, as of the Closing.

(4) Purchaser shall have delivered to Escrow Agent the items described in Section 9.

(5) Purchaser shall have submitted all required and necessary material, including fees, to the City of Cordova Planning Department requesting to replat

portions of Lot 8 and Lot 9, Block 5 and Lot 13 Block 5, Plat 79-5 and Tract A plat number 74-272 Odiak Subdivision, as required by Section 13.

(6) The timely performance by Purchaser of each and every obligation imposed upon Purchaser hereunder.

The conditions set forth in this Section 6 (a) are solely for the benefit of Seller and may be waived only by Seller and only in writing. Seller shall, at all times have the right to waive any of these conditions.

(b) The following shall be conditions precedent to Purchaser's obligation to consummate the purchase and sale transaction contemplated herein (the "Purchaser's Conditions Precedent"):

(1) Purchaser shall not have terminated this Agreement in accordance with Section 3, Section 14 or Section 15 of this Agreement within the time periods described in said Sections.

(2) Title Company shall be committed to issue, at the Closing, an owner's policy of title insurance (the "Title Policy"), insuring Purchaser's interest in the Property, dated the day of the Closing, with liability in the amount of the Purchase Price, subject only to the Permitted Exceptions.

(3) There shall be no uncured breach of any of Seller's representations or warranties as set forth in Section 4 or the covenants as set forth in Section 7, as of the Closing.

(4) Seller shall have delivered the items described in Section 8.

(5) The timely performance by Seller of each and every obligation imposed upon Seller hereunder.

The conditions set forth in this Section 6(b) are solely for the benefit of Purchaser and may be waived only by Purchaser and only in writing. Purchaser shall, at all times have the right to waive any of these conditions.

7. Covenants of Seller. Seller hereby covenants with Purchaser, as follows:

(a) After the date hereof and prior to the Closing, no part of the Property, or any interest therein, will be voluntarily sold, mortgaged, encumbered, leased or otherwise transferred without Purchaser's consent which may be withheld in their sole and absolute discretion.

(b) Seller agrees to notify Purchaser promptly of the occurrence of any event which violates any covenant set forth in this Section.

8. Seller's Closing Deliveries. At or prior to the Closing, Seller shall deliver to Escrow Agent the following:

(a) A Quitclaim Deed, executed by Seller conveying the Property to Purchaser (the "Deed").

(b) A closing statement prepared by the Title Company itemizing and approving all receipts and disbursements made in connection with Closing.

(c) Any other documents, instruments or agreements reasonably necessary to effectuate the transaction contemplated by this Agreement.

9. Purchaser's Closing Deliveries. At or prior to the Closing, Purchaser shall deliver to Escrow Agent the following:

(a) The balance of the Purchase Price, together with such other sums as Escrow Agent shall require to pay Purchaser's share of the Closing costs, prorations, reimbursements and adjustments as set forth in Section 10 and Section 12, in immediately available funds.

(b) Any other documents, instruments or agreements reasonably necessary to effectuate the transaction contemplated by this Agreement.

10. Prorations and Adjustments. The following shall be prorated and adjusted between Seller and Purchaser as of the day of the Closing, except as otherwise specified:

(a) General real estate, personal property and ad valorem taxes and assessments, and any improvement or other bonds encumbering the Property, for the current tax year for the Property. Purchaser is not responsible for delinquent real estate taxes, personal property taxes, ad valorem taxes, or assessments arising prior to Closing.

(b) Utility charges, if any. Purchaser acknowledges and agrees that Seller shall be entitled to all refunds of utility deposits with respect to the Property and that such amounts are not to be assigned to Purchaser in connection with the sale of the Property. However, Purchaser will be responsible for any additional assessments effective prior to Closing, of which notice is received after Closing.

For purposes of calculating prorations, Purchaser shall be deemed to be in title to the Property, and, therefore entitled to the income therefrom and responsible for the expenses thereof for the entire day upon which the Closing occurs. All such prorations shall be made on the basis of the actual number of days of the month which shall have elapsed as of the day of the Closing and based upon the actual number of days in the month and a three hundred sixty-five (365) day year. In no event will there be any proration of insurance premiums under Seller's existing policies of insurance relating to the Property, and Purchaser acknowledges and agrees that none of Seller's insurance policies (or any proceeds payable thereunder) will be assigned to Purchaser at the Closing, and Purchaser shall be solely obligated to obtain any and all insurance that they deem necessary or desirable. The provisions of this Section 10 shall survive the Closing.

11. Closing. The purchase and sale contemplated herein shall close on or before sixty (60) days after the Effective Date (the "Closing") or on such other specific date and time mutually agreed to by the parties. As used herein, the term "Closing" means the date and time that the Deed is recorded in the Cordova Recording District, Third Judicial District, State of Alaska (the "Official Records"). The Closing shall occur at the offices of the Escrow Agent as set forth in Section 18(m).

12. Closing Costs. Purchaser shall pay the fee for recording the Deed, the premium for any Title Policy obtained, and all fees and costs Seller 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. Purchaser shall bear the expense of his own counsel. Unless otherwise specified herein, if the sale of the Property contemplated hereunder does not occur because of a default on the part of Purchaser, all escrow cancellation and title fees shall be paid by Purchaser; if the sale of the Property does not occur because of a default on the part of Seller, all escrow cancellation and title fees shall be paid by Seller.

13. Replat. Closing is contingent on Purchaser submitting all required and necessary material, including fees, to the City of Cordova Planning Department requesting to replat a portion of Lot 8 and Lot 8, Block 1, Plat 79-5, Odiak Subdivision.

14. Risk of Loss. If prior to the Closing, any portion of the Property is subject to a taking, or eminent domain proceedings are commenced, by public authority (other than Seller) against all or any portion of the Property, Purchaser shall have the right, exercisable by giving notice to Seller within ten (10) business days after receiving written notice of such taking (but in any event prior to the Closing), either (i) to terminate this Agreement, in which case neither party shall have any further rights or obligations hereunder (except as may be expressly provided to the contrary elsewhere in this Agreement), and any money (including, without limitation, the Deposit and all interest accrued thereon) or documents in escrow shall be returned to the party depositing the same, and Purchaser and Seller each shall be responsible for one-half of any title or escrow cancellation fee, or (ii) to accept the Property in its then condition, without any abatement or reduction in the Purchase Price, and receive an assignment of all of Seller's rights to any condemnation award payable by reason of such taking. Purchaser's failure to elect timely shall be deemed an election of (ii). If Purchaser elects to proceed under clause (ii) above, Seller shall not compromise, settle or adjust any claims to such award without Purchaser's prior written consent. As used in this Section 14, "taking" shall mean any transfer of the Property or any portion thereof to a governmental entity (other than Seller) or other party with appropriate authority, by exercise of the power of eminent domain.

15. Default.

(a) No party shall be deemed to be in default hereunder unless such party fails to cure an alleged default within ten (10) days after receipt from the other party of written notice thereof; provided, however, that (i) if such alleged default is not susceptible of being cured within said ten (10) day period, such party shall not be deemed

in default hereunder so long as such party commences to cure the alleged default within said ten (10) day period and diligently prosecutes the same to completion within thirty (30) days; and (ii) no notice shall be required or cure period permitted in the event the alleged default is a failure to close the transaction contemplated hereby at the Closing.

(b) In the event of a default by Seller hereunder, Purchaser shall be entitled, in addition to any and all other remedies to which Purchaser may be entitled at law or in equity, (i) to terminate this Agreement by written notice to Seller, in which event the Deposit shall be returned to Purchaser and neither party shall have any further rights, obligations, or liabilities hereunder, or (ii) to enforce Seller's obligations hereunder by a suit for specific performance, in which event Purchaser shall be entitled to such injunctive relief as may be necessary to prevent Seller's disposition of the Property pending final judgment in such suit.

(c) In the event of a default by Purchaser hereunder, Seller shall be entitled, as Seller's sole and exclusive remedy, to terminate this Agreement by written notice to Purchaser, in which event, the Deposit shall be retained by Seller as liquidated damages; thereafter, neither party shall have any further rights, obligations, or liabilities hereunder. The parties acknowledge and agree that the actual damages in such event are uncertain in amount and difficult to ascertain, and that said amount of liquidated damages was reasonably determined.

16. Escrow.

(a) Instructions. Within five (5) business days after execution of this Agreement, Purchaser shall deposit a copy of this Agreement executed by both Purchaser and Seller with Escrow Agent. This Agreement, together with such further instructions, if any, as the parties shall provide to Escrow Agent by written agreement, shall constitute the escrow instructions. If any requirements relating to the duties or obligations of Escrow Agent hereunder are not acceptable to Escrow Agent, or if Escrow Agent requires additional instructions, the parties hereto agree to make such deletions, substitutions and additions hereto as Seller and Purchaser shall mutually approve, which additional instructions shall not substantially alter the terms of this Agreement unless otherwise expressly agreed to by Seller and Purchaser.

(b) Deposits into Escrow. Seller shall make its deliveries into escrow in accordance with Section 8. Purchaser shall make his deliveries into escrow in accordance with Section 9. Escrow Agent is hereby authorized to close the escrow only if and when: (i) Escrow Agent has received all items to be delivered by Seller and Purchaser pursuant to Sections 8 and 9; and (ii) Title Company can and will issue the Title Policy concurrently with the Closing.

(c) Close of Escrow. Provided that Escrow Agent shall not have received written notice in a timely manner from Purchaser or Seller of the failure of any condition to the Closing or of the termination of the escrow, and if and when Seller and Purchaser have deposited into escrow the matters required by this Agreement and Title

Company can and will issue the Title Policy concurrently with the Closing, Escrow Agent shall:

(1) Deliver to Seller the Purchase Price, after satisfying the Closing costs, prorations and adjustments to be paid by Seller pursuant to Section 9 and Section 11, respectively.

(2) Deliver to Purchaser the Deed by causing it to be recorded in the Official Records of the Cordova Recording District, Third Judicial District, State of Alaska and immediately upon recording delivering to Purchaser a conformed copy of the Deed.

(3) Deliver to Title Company and Seller the Performance Deed of Trust by causing it to be recorded in the Official Records of the Cordova Recording District, Third Judicial District, State of Alaska and immediately upon recording delivering to Title Company and Seller a conformed copy of the Performance Deed of Trust.

(4) Deliver to Purchaser any funds deposited by Purchaser, and any interest earned thereon, in excess of the amount required to be paid by Purchaser hereunder.

(5) Deliver the Title Policy issued by Title Company to Purchaser.

17. Reciprocal Indemnification.

(a) Seller hereby agrees to indemnify, hold harmless and defend Purchaser from and against any and all loss, damage, claim, cost and expense and any other liability whatsoever, including without limitation reasonable attorneys' fees, charges and costs, incurred by Purchaser by reason of: (i) Seller's breach of any covenants, representations or warranties of Seller contained in this Agreement which survive the Closing, or (ii) without limiting the generality of the foregoing, Seller's failure to duly perform and discharge Retained Liabilities, as defined below. The Retained Liabilities include: (i) any liability the existence of which would constitute a breach of any of Seller's representations or warranties contained in Section 4; and (ii) any expenses, liabilities or obligations relating to the Property or its operation arising from acts, omissions, occurrences or matters that took place prior to the Closing.

(b) Purchaser hereby agrees to indemnify, hold harmless and defend Seller from and against any and all loss, damage, claim, cost and expense and any other liability whatsoever, including without limitation reasonable attorneys' fees, incurred by Seller by reason of: (i) Purchaser's breach of any covenants, representations or warranties of Purchaser contained in this Agreement which survive the Closing, or (ii) without limiting the generality of the foregoing, Purchaser's failure to duly perform the Assumed Liabilities. The Assumed Liabilities include: (i) Seller's obligations and liabilities with respect to the Property or its operation which are expressly assumed in writing by Purchaser pursuant to this Agreement or documents delivered at Closing; and (ii) any

expenses, liabilities or obligations relating to the Property or its operation arising from acts, omissions, occurrences or matters that take place on or after the Closing.

18. General Provisions.

(a) Each individual executing this Agreement hereby represents and warrants that he or she has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he or she is executing this Agreement to the terms hereof.

(b) Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which such period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday or legal holiday, in which case the period shall be deemed to run until the end of the next business day.

(c) Seller represents and warrants to Purchaser, and Purchaser represents and warrants to Seller, that there is no broker, finder, or other intermediary of any kind with whom such party has dealt in connection with the transaction contemplated hereby, and each party agrees to indemnify, defend, and hold harmless the other from any claim made by any broker or agent alleging entitlement to any fee or commission as a result of having dealt with the indemnifying party.

(d) This Agreement, including all exhibits attached hereto, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants with respect thereto not contained herein.

(e) This Agreement may be amended or modified only by a written instrument executed by all of the parties hereto.

(f) No waiver of any condition or provision of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be deemed or construed as a waiver of any other or similar provision or of any future event, act, or default.

(g) If any provision of this Agreement is deemed unenforceable in whole or part, such provision shall be limited to the extent necessary to render the same valid or shall be deemed excised from this Agreement and replaced by a valid provision as close in meaning and intent as the excised provision, as circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited or as so replaced, as the case may be.

(h) Headings of articles and sections herein are for convenience of reference only and shall not be construed as part of this Agreement.

(i) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

(j) This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

(k) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute a single instrument.

(l) In no event shall this Agreement be construed more strongly against any one person solely because such person or its representative acted as draftsman hereof, it being acknowledged by the parties hereto that both have been represented by competent legal counsel, that this Agreement has been subject to substantial negotiation, and that all parties have contributed substantially to the preparation of this Agreement.

(m) Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

Seller:	City of Cordova Attn: City Manager P. O. Box 1210 Cordova, Alaska 99574
Purchaser:	Bret and Cindy Bradford P. O. Box 603 Cordova, Alaska 99574
Escrow Agent:	Fidelity Title Agency of Alaska LLC Attn: DJ Webb 3150 C Street, Suite 220 Anchorage, Alaska 99503
Title Company:	Fidelity Title Agency of Alaska LLC Attn: Howard Hancock 3150 C Street, Suite 220 Anchorage, Alaska 99503

Any party may change its address for notice by written notice given to the other in the manner provided in this Section. Any such communication, notice or demand shall be deemed to have been duly given or served on the date three (3) days after being placed in the U.S. Mail.

(n) The parties agree to execute such instructions to Escrow Agent and Title Company and such other instruments and to do such further acts as may be

reasonably necessary to carry out the provisions of this Agreement on terms mutually acceptable to Purchaser and Seller.

(o) Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of Seller and Purchaser with respect to the Property to be conveyed as contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

SELLER: CITY OF CORDOVA

By: _____
Alan Lanning, City Manager

PURCHASER:

By: _____
Bret Bradford

By: _____
Cindy Bradford

**CITY OF CORDOVA, ALASKA
RESOLUTION 01-18-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
SUPPORTING POINTS NORTH HELI-ADVENTURES INC., COMMERCIAL ACCESS
TO UNITED STATES FOREST SERVICE LANDS**

WHEREAS, The City of Cordova appreciates Points North Heli-Adventures promoting and showcasing the community of Cordova and the scenic beauty and renewable resources of fresh air, clean snow, steep mountain slopes, and vast ice fields; and

WHEREAS, Cordova has enjoyed the economic contributions of Points North Heli-Adventures through collection of sales tax revenues, valuable client patronage of Cordova businesses, local employment of citizens, and support of other businesses in the community; and

WHEREAS, Points North Heli-Adventures Inc. has attracted the annual featuring of Cordova in Warren Miller Films productions which reaches millions of viewers and promotes Cordova winter recreational opportunities and establishes winter business in the community; and

WHEREAS, Points North Heli-Adventures contributes to the social well-being of Cordova by providing an annual community presentation of a Warren Miller Film, by hosting Cordova Schools assemblies, tours, and events, by promoting and patronizing the Sheridan Ski Club's Mt. Eyak Ski Area, and by donating helicopter time to a variety of community needs and events including infrastructure assessment and search and rescue activities; and

WHEREAS, Points North Heli-Adventures has demonstrated the highest standard of respect for the pristine visual and audial space of the community by directing their flight activities in such a way that residents are not aware of their presence or activities staged from within City Limits; and

WHEREAS, Points North Heli-Adventures is operating below booking capacity and needs additional fly space on US Forest Service lands to grow their business; and

WHEREAS, both the City of Cordova and Points North Heli-Adventures benefit from the ability to access those US Forest Service lands for business and revenue growth.

NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby supports Points North Heli-Adventures receiving temporary or permanent permits to accommodate commercial activities on US Forest Service Lands.

PASSED AND APPROVED THIS 17th DAY OF JANUARY 2018.

ATTEST:

Clay R. Koplín, Mayor

Susan Bourgeois, CMC, City Clerk



AGENDA ITEM 7
City Council Meeting Date: 1/17/2018
CITY COUNCIL COMMUNICATION FORM

FROM: Susan Bourgeois, City Clerk
DATE: 1/8/2018
ITEM: Council option to protest Liquor License Renewals
NEXT STEP: Approval of Consent Calendar

ORDINANCE RESOLUTION
 MOTION INFORMATION

- I. **REQUEST OR ISSUE:** A Cordova package store and a Cordova bar have applied for Liquor License Renewals with the State through the AMCO (Alcohol and Marijuana Control Office).
- II. **RECOMMENDED ACTION / NEXT STEP:** Council action to protest the renewal or waive right to protest.
- III. **FISCAL IMPACTS:** Finance staff has advised Council that said businesses are compliant regarding sales tax, business license renewal, property tax and utility payments to the City.
- IV. **BACKGROUND INFORMATION:** Finance Director Jon Stavig, City Clerk Susan Bourgeois and Police Chief Mike Hicks have advised that there is no financial or public safety reason for Council to protest either of these renewals.
- V. **LEGAL ISSUES:** The local governing body’s right to protest is defined in AS 04.11.480.
- VII. **SUMMARY AND ALTERNATIVES:** Suggested motion is to move to waive Council’s right to protest approval of the renewals of liquor license #911 package store for the Laura’s Liquor Shoppe and liquor license #919 beverage dispensary for Libbie Graham dba Powder House.

Deadline to protest approval is 60 days from receipt of letters from DCCED, AMCO – which were received on Jan 5.



January 5, 2018

City of Cordova
Attn: Susan Bourgeois
VIA Email: cityclerk@cityofcordova.net

Re: Notice of 2018/2019 Liquor License Renewal Application

License Type:	Package Store	License Number:	911
Licensee:	Laura's Liquor Shoppe, LLC		
Doing Business As:	Laura's Liquor Shoppe		

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

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

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

Erika McConnell, Director
amco.localgovernmentonly@alaska.gov



January 5, 2018

City of Cordova
Attn: Susan Bourgeois
VIA Email: cityclerk@cityofcordova.net

Re: Notice of 2018/2019 Liquor License Renewal Application

License Type:	Beverage Dispensary	License Number:	919
Licensee:	Libbie B Graham		
Doing Business As:	Powder House		

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

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

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

Erika McConnell, Director
amco.localgovernmentonly@alaska.gov

Susan Bourgeois

From: Jon Stavig
Sent: Monday, January 08, 2018 12:03 PM
To: Susan Bourgeois; Mike Hicks
Subject: RE: Liquor License renewals

I can find no reason to protest renewal of these liquor licenses.

Jon K. Stavig
Finance Director



P.O. Box 1210
907-424-6200
Email; finance@cityofcordova.net

From: Susan Bourgeois
Sent: Monday, January 8, 2018 10:54 AM
To: Mike Hicks <policechief@cityofcordova.net>; Jon Stavig <finance@cityofcordova.net>
Subject: Liquor License renewals

Please advise if you have any concern or reason that Council should consider a protest. 2 attached renewals for Laura's Liquor Store and Powder House Bar.

Please respond by email by noon Wednesday so I can get these into the January 17 regular meeting packet.

Thanks,
Susan

Susan Bourgeois, CMC, City Clerk
City of Cordova
The Cordova Center
PO Box 1210
601 First Street
Cordova, AK 99574
907.424.6248 (o)
907.253.6248 (c)

Susan Bourgeois

From: Mike Hicks
Sent: Monday, January 08, 2018 11:06 AM
To: Susan Bourgeois; Jon Stavig
Subject: RE: Liquor License renewals

No problems from LE... Mike

From: Susan Bourgeois
Sent: Monday, January 8, 2018 10:54 AM
To: Mike Hicks <policechief@cityofcordova.net>; Jon Stavig <finance@cityofcordova.net>
Subject: Liquor License renewals

Please advise if you have any concern or reason that Council should consider a protest. 2 attached renewals for Laura's Liquor Store and Powder House Bar.

Please respond by email by noon Wednesday so I can get these into the January 17 regular meeting packet.

Thanks,
Susan

Susan Bourgeois, CMC, City Clerk

City of Cordova
The Cordova Center
PO Box 1210
601 First Street
Cordova, AK 99574
907.424.6248 (o)
907.253.6248 (c)

**Regular City Council Meeting
December 20, 2017 @ 7:00 pm
Cordova Center Community Rooms A & B
Minutes**

A. Call to order

Mayor Clay Koplín called the Council regular meeting to order at 7:00 pm on December 20, 2017, in the Cordova Center Community Rooms.

B. Invocation and pledge of allegiance

Mayor Koplín led the audience in the pledge of allegiance.

C. Roll call

Present for roll call were **Mayor Koplín** and Council members **Ken Jones, Jeff Guard, Robert Beedle, Anne Schaefer, David Allison** and **James Wiese**. Council member **James Burton** was absent. Also present were Student Council representative **Olivia Carroll**, Information Services Director **Cathy Sherman**, Public Works Director **Rich Rogers** and City Clerk **Susan Bourgeois**.

D. Approval of Regular Agenda

M/Allison S/Jones to approve the Regular Agenda.

Vote on the motion: 6 yeas, 0 nays, 1 absent (Burton). Motion was approved.

E. Disclosures of Conflicts of Interest - none

F. Communications by and Petitions from Visitors

1. Guest Speakers - none

2. Audience comments regarding agenda items

Kristin Carpenter spoke in favor of passage of item 14.

Tammy Altermott of 811 Woodland Drive spoke against the passage of agenda item 17.

Tom Carpenter of 501 Sunnyside Drive spoke against the passage of item 17.

Don Scutt of 204 Boardwalk spoke against item 17.

3. Chairpersons and Representatives of Boards and Commissions - no reports

4. Student Council Representative Report - **Olivia Carroll** reported that the Seniors won the Deck the Halls competition, she thanked **Mayor Koplín** for coming over to judge the hallways. She said wrestlers ended a good season, Robotics will be attending their state competition.

G. Approval of Consent Calendar

Mayor Koplín declared the consent calendar was before the City Council.

5. Resolution 12-17-34 a resolution of the City Council of the City of Cordova, Alaska, adopting an alternative allocation method for the FY18 Shared Fisheries Business Tax Program and certifying that this allocation method fairly represents the distribution of significant effects of fisheries business activity in FMA 15: Prince William Sound

6. Exception for Moose Lodge to open early for football playoffs per CMC 6.12.020C

7. Record excused absences of Council members **Jones** and **Beedle** from the December 6, 2017 regular meeting

Vote on the consent calendar: 6 yeas, 0 nays. Allison-yes; Schaefer-yes; Jones-yes; Beedle-yes; Wiese-yes; Burton-absent and Guard-yes. Consent Calendar was approved.

H. Approval of Minutes

8. Minutes of the 12-6-17 Council Public Hearing

9. Minutes of the 12-6-17 Council Regular Meeting

M/Beedle S/Allison to approve the minutes.

Vote on the motion: 6 yeas, 0 nays, 1 absent (Burton). Motion was approved.

I. Consideration of Bids

J. Reports of Officers

10. Mayor's Report - **Mayor Koplín** had a written report in the packet and again expressed that he was impressed by Cordova's showing at Board of Fish - he thinks it had a lot to do with how the board made some decisions. He mentioned that he was at the City Shop today and he was amazed at the condition, neat, clean, organized it looked. The equipment maintenance was good as well.

11. Manager's Report - Acting City Manager *Cathy Sherman* had a written report in the packet, nothing was added.
12. City Clerk's Report - *Bourgeois* had no report.

K. Correspondence - none

L. Ordinances and Resolutions

13. Ordinance 1162 an ordinance of the City Council of the City of Cordova, Alaska, repealing and reenacting Cordova municipal code chapter 8.40 "marijuana regulation" removing the expired temporary prohibition against marijuana establishments within the City of Cordova, adopting regulations for such establishments, repealing and reenacting Cordova municipal code chapter 18.60 "conditional use permits" to include commercial marijuana facilities as a conditional use within the City and clarifying the conditional use process applicable to such facilities, and amending Cordova municipal code section 5.40.012 "surtax levied on certain sales, services, and rents," to levy a surtax on the sale of retail marijuana and marijuana products within the city - 1st reading

M/Allison S/Guard to adopt Ordinance 1162 an ordinance of the City Council of the City of Cordova, Alaska, repealing and reenacting Cordova municipal code chapter 8.40 "marijuana regulation" removing the expired temporary prohibition against marijuana establishments within the City of Cordova, adopting regulations for such establishments, repealing and reenacting Cordova municipal code chapter 18.60 "conditional use permits" to include commercial marijuana facilities as a conditional use within the City and clarifying the conditional use process applicable to such facilities, and amending Cordova municipal code section 5.40.012 "surtax levied on certain sales, services, and rents," to levy a surtax on the sale of retail marijuana and marijuana products within the city.

M/Beedle S/Jones to change the buffers to the same as would get us to map 2 in the packet (the same as state buffer zones but adding 1000' from schools).

Mayor Koplin wanted to clarify that with this change, this ordinance will have been significantly amended and therefore, would come again for first reading at the January 7, 2018 meeting. *Allison* believed that if we are going to institute these specific buffers, we shouldn't think of it as being able to be changed later. That would make it too difficult for people interested in investing in property, etc. If anything he believed we should be more restrictive now and then loosen up the buffers vs. the other way. Therefore, he said he was not in favor of the amendment. *Guard* and *Schaefer* both spoke in favor of the amendment. *Wiese* and *Jones* also spoke in support of the amendment.

Vote on the motion: 5 yeas, 1 nay (Allison), 1 absent (Burton). Motion was approved.

Vote on the main motion as amended: 6 yeas, 0 nays, 1 absent (Burton). Motion was approved.

14. Resolution 12-17-35 a resolution of the City Council of the City of Cordova, Alaska, supporting establishment of a Cordova Community Foundation

M/Beedle S/Jones to approve Resolution 12-17-35 a resolution of the City Council of the City of Cordova, Alaska, supporting establishment of a Cordova Community Foundation

Beedle said this is a great thing, it's about time. *Jones* wanted to know if this is a one per community thing or this can be copied for more specific endowments. *Carpenter* was still on the line and was able to answer. Yes, she said, within the fund there can be specific interests setup. *Jones* said he would come visit her and pick her brain about this at a later time.

Vote on the motion: 6 yeas, 0 nays, 1 absent (Burton). Motion was approved.

M. Unfinished Business

N. New & Miscellaneous Business

15. Council approval of amendments to City Manager's contract

M/Allison S/Guard to approve the City Manager's contract with the amendments, as presented.

Allison said the evaluation was positive and we negotiated these items with the City Manager so he is in favor.

Vote on the motion: 6 yeas, 0 nays, 1 absent (Burton). Motion was approved.

16. Council approval of amendments to City Clerk's contract

M/Wiese S/Allison to approve the City Clerk's contract with the amendments, as presented.

Wiese said her review was very positive. *Allison* agreed and added that at last year's review, this was negotiated in as a change to her contract after another positive review; this is fulfilling that.

Vote on the motion: 6 yeas, 0 nays, 1 absent (Burton). Motion was approved.

17. Council approval of budget transfers for bonuses/adjustments

M/Guard S/Schaefer to approve the budget transfers from the general fund reserve to the line items as recommended.

Guard says this is a tough thing to do because we have been cutting schools but to speak to the concerns about a surplus, this was the 2017 budget where whole line items were zeroed and the staff stuck to that and still came in under. We are in a deferred maintenance period and that is why we still need the increased revenue for the future. These are not huge

bonuses, this is recognition for a job well done. **Schaefer** agreed that this is showing appreciation and in the future she would prefer to get to the point where cost of living increases are given instead. **Allison** agreed and said the exempt staff was willing to give up their cola increases in passing the 2017 budget. **Jones** said he couldn't recall these items. **Mayor Koplín** explained the second item, the \$18,995 was the Manager's discretion to give bonuses to exempt staff. The other two, **Jones** said he did remember. **Allison** clarified that these would be coming from the general fund reserve not the permanent fund. **Beedle** said he wouldn't be supporting this. **Jones** agreed with **Beedle** and said his hands were tied as a new council member on the Manager's bonus and Clerk's increase; he believes those are contractual so he believes they should be approved. He was not in favor of the other bonuses; he didn't recall approving it so if uninformed, vote no. **Wiese** said there is merit in what **Jones** has said but he thinks we are in a better position than what we were in and staff played a big part in that and he thinks this is appropriate. **Mayor Koplín** clarified that these have been approved and this agenda item is just transferring from one account line item to another to handle the appropriations. **Guard** said he supports this. **Schaefer** agreed with **Guard**, will cost a lot more in the long run, retraining, etc., a little goes a long way in acknowledging a job well done.

Vote on the motion: 3 yeas (Guard, Allison, Schaefer), 3 nays (Jones, Beedle, Wiese). Motion fails.

18. Pending Agenda, Calendar and Elected & Appointed Officials lists

Mayor Koplín asked how Council would like to see these on a future agenda, should they be brought forward as separate items. After discussion it was revealed that the City Manager has that spending authority to give such bonuses, this was just giving him the funding mechanism. So, it does not have to come before Council again. **Beedle** asked for an audit presentation. **Mayor Koplín** said he would look into that. **Jones** said he would like a discussion about the rock quarry next to the shipyard. He said maybe that could be talked about during the CIP list item. **Jones** asked about updates on DC and harbor funding, also update on USCG, dredging near Camtu's.

O. Audience Participation

Tammy Altermott thanked council for what they do. Spoke against the sales tax cap increase, gave examples of how it will affect her business.

Mark Frohnapfel spoke against the motor fuel tax.

Doug Lechner of 13101 Bainbridge Rd Anchorage, VP of Marketing for Shoreside Petroleum, spoke against the motor fuel excise tax, Ordinance 1156.

Don Scutt of 204 Boardwalk Way, Manager of Northstar Lumber, spoke against the sales tax cap increase.

P. Council Comments

Schaefer thanked people for attending and giving comments.

Jones thanked council, the audience.

Wiese thanked those that came to speak.

Guard wished there had been more input while they were making the decisions.

Beedle congratulations to robotics club and wrestlers, work hard and don't give up. He was glad to support the Alaska community foundation fund. He'd like to see a scholarship fund for graduating kids. He commented how do we know we have a surplus in 2017 but we don't even know about 2016. Then he said Merry Christmas and Happy New Year.

Allison echoed Merry Christmas and Happy New Year.

Q. Adjournment

M/Allison S/Wiese to adjourn the meeting.

Hearing no objection the meeting was adjourned at 8:46 pm.

Approved: January 17, 2018

Attest: _____
Susan Bourgeois, CMC, City Clerk

Mayor's Report
1/12/18
Clay Koplín

Happy New Year Cordova. As you see from the correspondence in the packet, it has been a busy few weeks getting over the hump to increasing daylight and through the holidays to support you, the City Council, in positioning our community for a great new year. Recent correspondence included outreach to Points North Heli-Adventures who is minimally concerned with the tax modifications but is very concerned with expanding their business, so I have included a resolution in this packet for council consideration, and correspondence to the USFS with whom Cordova has had a great working relationship in growing the utilization and appreciation of our Chugach National Forest. Senator Murkowski's staff has been reaching out to support this effort.

I have also met with or teleconferenced with North Star Lumber and Shoreside Petroleum management, to better understand their challenges and opportunities that the City might assist with. As is often the case, there are opportunities for partnering that will likely far exceed the impact of modest tax increases including new home or project packages for those planning to build in Cordova which can be competitive with Anchorage or Seattle pricing, a floating fuel dock in the Harbor to provide great service to the fleet and grow Shoreside's service to Cordova, and fueling opportunities by the Northern Edge (NE) Exercises and SERVS drills when near Cordova. I am working with Senator Murkowski's staff to engage with the planners of NE19 to both plan an open house in Cordova as they offered, and to also fuel up while in Prince William Sound to strengthen our local businesses.

I prepared and delivered the correspondence to Alaska Department of Environmental Conservation regarding spill response to Valdez Duck Flats and the Solomon Gulch Hatchery to protect critical assets important to Cordova as directed by council.

I have been working with City Manager Lanning and PND Engineering to review the 2013 Harbor Expansion master plan summary available on the City website:

<http://www.cityofcordova.net/government/planning/south-fill-project> in preparations for meetings in Juneau on January 29th-February 3rd and in Washington, D.C. March 8-13 and April 30-May 2 to conduct Cordova Electric Cooperative business and presentations and advocate for community goals and projects as established by City Council as the community's capital projects priorities.

I am presently drafting a letter to Governor Walker and Lt. Governor Mallott thanking them for their personal purchase and donation of a drug dog for shared use in Yakutat and Cordova per this press release: <https://gov.alaska.gov/newsroom/2017/12/governor-walker-and-lt-governor-mallott-donate-portion-of-salaries-towards-safer-alaska/>

I am also working with Cordova lobbyist John Bitney and Mayor Ethan Berkowitz of Anchorage to draft a letter from Anchorage and Cordova Mayors to Governor and Legislature emphasizing the importance of communities and state leadership working together to prioritize economic sustainability for Alaska, including adequate marine highway system service in Prince William Sound to support the \$10-20 Million dollar economy directly attributable to the (fast) ferry per the recent McDowell report pages 29-34 located here: http://www.dot.state.ak.us/amhs/doc/reports/econ_15.pdf

It is the Mayor's responsibility to serve council through conducting orderly and effective meetings as framed by Robert's Rules of Order and the Cordova Municipal Code and best practices as suggested by the Alaska Municipal League and other recognized standards. To that end, I am reviewing Roberts Rules and other resources, but this will not be adequate to meet mine and council's need for training to develop the organizational strength and effectiveness that will be necessary for Cordova to succeed in a climate of global competition and declining State and Federal funding. I recommend council training as follows:

Spring Council Member Training

In response to process, procedure, and ethics issues that surface in all Alaska communities, including Cordova, and notoriously pose challenges for City Council members, I have requested that the City Manager and the City Clerk organize training for Council members in the spring. My recommendations to Council regarding this training and its benefits are attached here.

I have had other various correspondence with the public regarding a request for local pet incineration services, obstetrician/pediatrician services for the young and growing families in Cordova, a cemetery or other public opportunity for a crypt or mausoleum for the respectful and secure storage and display of burial urns of deceased Cordovans, new taxes and their connection to City Council's newly adopted strategic plan and three-year operating plan, and a marijuana opt-out option not being included on the regular election ballot.

A review of Council's strategic plan with the goal of economic sustainability will be presented to the community in the important town hall meeting scheduled for next Tuesday, January 16th at 7:00pm at the Cordova Center's North Star Theatre: Cordova City Manager will be presenting his first Town Hall Meeting on Tuesday, January 16th at 7:00 pm in the North Star Theatre. The focus of this 2018 Town Hall meeting is the fiscal year 2018 budget. Come and learn all you need to know about the City finances. Everyone is welcome. I strongly encourage citizens and businesses to attend to understand how new tax codes, capital priorities, and budgets have all been coordinated to meet the objectives of the strategic plan. Refreshments are being provided in partnership by Cordova Telephone Cooperative and Cordova Electric Cooperative to promote good communications and positive energy for Cordova. I hope to see you there.

Respectfully,

Mayor Clay Koplin

Susan Bourgeois

From: Clay Koplin
Sent: Thursday, January 11, 2018 1:33 PM
To: Alan Lanning; Susan Bourgeois; Mayor & City Council
Subject: Re: question from Anne Schaefer - answer to all of you

I think it is well worth the time and effort to do some organizational training and development, capacity building, perhaps after March election as you suggest Susan. As Alan alludes, there are a lot of nuances both functional and legal to council-mayor-clerk-manager roles and action. I would appreciate and benefit from the same training as council to adhere more closely to basic rules of governance and the specific codes of the City of Cordova. Allowing the rules to be circumvented by bringing business back to the agenda after council has completed it and other procedural lapses have contributed to some divisions and dynamics that are detracting from adherence to the council's strategic plan, and from our (council and mayor as a governing body) obligation to execute our primary fiduciary and governance responsibility; assure the operational and organizational health of the City of Cordova as an organization to benefit the community as a whole. Mayor or councilmen acting as individuals and not as a group, for the benefit of our self interests, individual citizens, or organizations and not the community as a whole is a dereliction of our responsibility.

From: Alan Lanning
Sent: Thursday, January 11, 2018 10:50:34 AM
To: Susan Bourgeois; Mayor & City Council
Subject: RE: question from Anne Schaefer - answer to all of you

The issues in my opinion are complicated. Does a response from a Council member represent the "will" of the Council or does it give a false impression? Questions for clarification are good things and help narrow down the issue. Typically, I have been directed to conduct research to clarify questions and get "good" information to citizens. Lots of moving parts to this and perhaps we should have some kind of Council policy. I think the Governance and Ends policy I have retrofitted for Cordova and the ethics policy I have developed are worth exploring. I think we should embark upon both during spring planning sessions. Just my thoughts.

Alan

From: Susan Bourgeois
Sent: Thursday, January 11, 2018 10:18 AM
To: Mayor & City Council <Mayor&Council@cityofcordova.net>
Cc: Alan Lanning <citymanager@cityofcordova.net>
Subject: question from Anne Schaefer - answer to all of you

Mayor Koplin, please advise if you do not agree with my analysis below. I believe we are looking into a training session, perhaps we will wait until after the March election as there may be new Council members coming on – we often open this up to other boards and commissions as well and School Board and CCMCA Board both have 2 seats available this election.

I would say our past practice has been that there usually are not comments/questions from the Mayor or Council members to any public comment/speaker. However, if you see highlighted below, Code does allow for comment from Mayor or Council. I believe recently at a meeting a member of the public specifically asked questions, and that becomes difficult to refrain from answering. I think it would be appropriate for the Mayor to respond if facts can get to the heart of the matter but if it is a controversial topic with varying opinions on Council probably the best is to remain quiet and just listen. Good advice to give to a member of the public who has several questions, would be to pose those in a letter to the council. When that letter makes the correspondence part of the agenda, Council can discuss it and then maybe direct the Mayor or the Manager to respond in writing to the correspondence as written.

Alternatively, council members could take notes for themselves during the public comment period and then respond to those questions during Council comments.

•
• **3.12.060 - Meetings—Order of business.**

A. The order of business for the regular meetings of the city council shall be as follows, unless the council votes to conduct the order of business otherwise:

1. Call to order;
2. Pledge of allegiance;
3. Roll call;
4. Approval of regular agenda;
5. Disclosures of conflicts of interest;
6. Communications and petitions by visitors (ten-minute limit);
7. Approval of consent calendar;
8. Approval of minutes;
9. Consideration of bids;
10. Reports of officers;
11. Correspondence;
12. Ordinances and resolutions;
13. Unfinished business;
14. New or miscellaneous business;
15. Audience participation;
16. Council comments;
17. Adjournment.

B. Communication and Petitions by Visitors At Council Meeting (Ten-minute Limit). The communication and petitions by visitors shall be limited to ten minutes. The mayor shall call upon as many individuals as time allows. A maximum of three minutes is allowed for each speaker. The clerk shall monitor the time limit. If more than one individual desires to address the council on the same matter, it shall be proper for the mayor to request that a spokesman be chosen to address the council in order to avoid repetition. Any written material presented at this time shall be given to the clerk for distribution. The ten-minute time limit may be extended with the unanimous consensus of the council. **The mayor or any councilmember may comment to communications and/or petitions given by visitors during this period.** If there is no individual desiring to offer public communications and/or petitions, the council shall immediately proceed with the next agenda item.

C. Approval of Regular Meeting Agenda. With no objection from council, discussion or informational items may be added to the agenda or any item may be removed from the agenda by councilmembers, mayor, city manager or city clerk at the time of approval of regular meeting agenda. If a councilmember objects to the addition or removal of an item to or from the regular agenda, a vote shall be required for action to be taken.

D. Approval of Consent Calendar. Those items for council agenda which are considered routine by the city manager and city clerk shall be listed under the consent calendar. Any councilmember, mayor, city manager or city clerk may recommend an item to be added to the consent calendar or removed and placed in the regular agenda for consideration. A majority vote of the council shall be required for the approval of the consent calendar. Items approved in the consent calendar shall appear in the council minutes as if acted upon individually.

E. Approval of Minutes. Unless the reading of previous council minutes is requested by a majority of the council, such minutes may be approved with corrections or additions without a reading provided that the clerk has furnished each councilmember with a copy thereof.

(Ord. 994 § 1, 2006; Ord. 715, 1993; Ord. 616 § 2, 1987).

(Ord. No. 1026, § 1, 6-4-2008; Ord. No. 1126, § 2, 6-17-2015)

CITY OF CORDOVA



January 8, 2018

Gary Mendivil
Environmental Program Specialist IV
Department of Environmental Conservation, Commissioner's Office
PO Box 111800
Juneau, AK 99811-1800

Via Email to Gary.Mendivil@alaska.gov

RE: Request for an Alternate Dispute Resolution Process regarding the Alaska Department of Environmental Conservation's decision to approve amendments to the Valdez Terminal Oil Discharge Prevention and Contingency Plan (VMT C-Plan).

Dear Mr. Mendivil,

On behalf of the City Council of the City of Cordova, I support the request for an Adjudicatory Hearing by the Prince William Sound Regional Citizens' Advisory Council (PWSRCAC), Prince William Sound Aquaculture Corporation (PWSAC), and the City of Valdez (Valdez), on the Alaska Department of Environmental Conservation's (ADEC) decision to approve amendments to the Valdez Marine Terminal Oil Discharge Prevention and Contingency Plan (VMT C-Plan). The Public Notice on this request was issued on November 30, 2017.

I request the Commissioner grant this Request for an Adjudicatory Hearing. I also understand that some of the parties requested an Alternative Dispute Resolution process be used, which will be more efficient and cost effective. I support more efficient and cost effective methods.

The Solomon Gulch Hatchery and Valdez Duck Flats are environmentally sensitive areas, and areas of great public concern and economic importance, located a few miles from the terminal. These important areas deserve immediate protective booming when any sizable terminal spill occurs.

The City of Cordova benefits directly from any raw fish tax revenues it receives from fish caught in the Valdez Arm from the Solomon Gulch hatchery and delivered to Cordova for processing, and indirectly when those fish push other communities to their processing capacity resulting in adjacent runs of salmon being delivered to Cordova. A common tourism trip in Prince William Sound includes Alaska Marine Highway System (AMHS) transportation through Valdez to Cordova. Reduced tourism or disruptions in ferry service in Valdez can adversely impact Cordova's tourism.

The City of Cordova feels that ADEC's decision to approve these unfortunate amendments to the VMT C-Plan dramatically weakens oil spill protections for the Valdez Duck Flats and Solomon Gulch Hatchery. For example, these amendments are so egregious that the new oil spill response Decision Matrix in the Valdez Terminal Plan would not instruct initial oil spill responders to boom the hatchery or Duck Flats for most oil spills, even for the largest oil spill examined in the spill plan [155,000 barrels (6,510,000 gallons)]. Clearly, the amendments to the VMT C-Plan do not adequately protect these environmentally sensitive areas in the case of a spill.

CITY OF CORDOVA



Ultimately, the Commissioner should modify or overturn his staff's decision to approve these unfortunate amendments to the VMT-C-Plan in order to ensure these environmentally sensitive areas are protected in the event of a spill. Toward this end, I support the request by the PWSRCAC, PWSAC, and Valdez, for an adjudicatory hearing or alternate dispute resolution process so these important matters may be more fully considered by the ADEC.

Respectfully,

A handwritten signature in blue ink that reads "Clay R. Koplin". The signature is written in a cursive style.

Clay Koplin, Mayor
City of Cordova

CITY OF CORDOVA



January 9, 2018

Terri Marceron
Forest Supervisor, Chugach National Forest
161 East First Ave – Door 8
Anchorage, AK 99501

RE: Cordova Heli-Skiing and Other Economic Opportunities on the Chugach National Forest

Dear Ms. Marceron,

On behalf of the City Council of the City of Cordova, thank you for all of the outreach during the development of the Chugach Forest Plan. Many elements suggested by our community were incorporated into the draft plan.

Cordova has entered a period of declining, direct economic support from State and Federal government sources, including USFS payments-in-lieu of taxes and secure rural schools funding. The City of Cordova experienced a sudden and unexpected decline of nearly 20% in operating revenues and has had to make sharp cuts to our City government, educational system, and hospital funding accompanied with tax increases. Now more than ever, economic opportunities on the Chugach National Forest are paramount to Cordova's future.

Longer term opportunities include timber harvest for energy production or sale, foods, and forest products; the development of renewable energy projects and other forest resource development opportunities. These opportunities can supplement and expand the current opportunities for hiking, subsistence, energy, outfitters, guides, and other uses currently in place on the forest that have been a true asset to our community. The recent USFS development of recreational access, subsistence hunting, fishing and gathering enhancements, and improvements to existing infrastructure in Cordova under the leadership of Cordova District Ranger Robert Skorkowsky have been noted and appreciated.

Our immediate request, however, is for an opportunity to accommodate an industry that has brought significant and direct financial benefit to Cordova: heli-skiing. The current and only operation in Cordova, Points North Heli-Adventures, Inc. (PN), is based inside City limits where they contribute sales tax revenue, and is a valued and trusted business in our community. Points North has been recognized by the City Council of Cordova for their contributions to the local economy and social fabric of the community with a Proclamation by the City Council of the City of Cordova (attached), and an accompanying City sponsored seafood banquet for PN staff and their guests.

CITY OF CORDOVA



It is hard to overstate PN contributions to Cordova including:

- respectful flight plans that eliminate noise to the community
- school rallies by their Olympic and world class athletes and other distinguished guests
- assistance in search and rescue operations for Cordova avalanche victims (not associated with PN activities)
- donations of helicopter time for community projects
- donations to the local non-profit Sheridan Ski club's Eyak Mountain chair lift utilized by citizens and visitors to Cordova and patronized by PN guests
- an annual ski movie airing to the community
- significant marketing and promotion of the City of Cordova with little reciprocal marketing by our community or Chamber of Commerce, and
- asking little of the community in return

Points North has indicated to the City that they are typically 10-15% overbooked, and is seeking opportunities to accommodate this business. They further indicated that after years of pursuing their own permits in the unused areas around the Pyramid Peaks area, Senator Murkowski's office has worked with USFS policy makers to provide temporary permits to operators on the western range of the Chugach nearer the Kenai Peninsula. Cordova requests that the USFS implement a similar accommodation for heli-skiing on the Chugach National Forest in close proximity to Cordova so that locally-based operators would satisfy this essential economic opportunity for our community. The City of Cordova prefers that these opportunities be provided primarily to PN, an established business with a twenty-year track record of professional and respectful conduct in Cordova. The City prefers that permits be issued secondarily to new or competing operators that base inside the Cordova City Limits where they will contribute to the Cordova economy and are willing to conduct themselves to the same high standards that PN has modelled. From the timely and responsive solution that you were able to provide to the western Chugach where there is a more diversified economy, we are hopeful that you can implement a similar opportunity for Cordova this spring, as Points North prepares to commence their 2018 season starting in February.

Respectfully,

Clay Koplín, Mayor
City of Cordova

CC: Robert Skorkowsky, Cordova District Ranger
Points North Heli-Adventures, Inc.
Michael Pawlowski, Chief of Staff: The Honorable Senator Lisa Murkowski

CITY OF CORDOVA



January 10, 2018

Janet Rumble, Fisheries Biologist III
Alaska Department of Fish and Game
3298 Douglas Place
Homer, AK 99603-7942

RE: Prince William Sound Tanner Crab Fishery

Dear Jan,

I would like to update you on the work of the City of Cordova Fisheries Development Committee (FDC). The FDC is an official body of the City of Cordova tasked with restoring or developing commercial fisheries opportunities in Area E, including the impending revival of the crab fisheries. I have enclosed the following summary from the FDC committee chairman below, and I welcome any questions or feedback and would appreciate hearing back from you soon:

“The committee met in late November 2017 primarily to discuss the upcoming commissioners permit Tanner crab season in Area E. It was the consensus of those present at the meeting that it (the permit) be applied for under the auspices of the City. Although individuals may apply as well.

Due to the fact that Cordova has not had a crab fishery for three decades, attendees felt that in order to attract local participants a season commencing March 1st and finishing on May 15th would be best for processors and fishermen alike. A bycatch allowance of 25% for King crab was recommended. Dungeness bycatch was not discussed at the meeting. Judging by attendance at the meeting our best guess at this time is a fleet of 10 – 15 vessels, although that number may rise as word gets out.

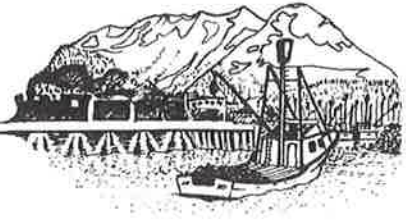
There was disappointment over the fact that the bulk of traditional fishing grounds will remain closed under the Department’s current harvest strategy. Also the Department did not make any mention of King crab as it made its regulatory changes of 2017. The committee also agreed that further regulatory change should be pursued as well; by whatever avenues may be deemed appropriate or necessary.”

Respectfully,

A handwritten signature in blue ink that reads "Clay R. Koplín". The signature is written in a cursive style.

Clay Koplín, Mayor
mayor@cityofcordova.net (907) 253-5026 text/cell

CITY OF CORDOVA



January 12, 2018

Governor Bill Walker
PO Box 110001
Juneau, Alaska 99811-0001

Lt Governor Byron Mallott
PO Box 110015
Juneau, Alaska 99811-0001

RE: Yakutat and Cordova drug dog donation

Dear Governor Walker and Lt. Governor Mallott,

On behalf of the Cordova City Council and community of Cordova, thank you for your personal donation of a drug dog to the communities of Cordova and Yakutat. This will assist us in our fight against the ravages of the opioid and drug epidemic that has directly resulted in the loss of life in Cordova. There is no higher calling than to save a life, and we admire the personal commitment and example that you set for the State of Alaska.

With Deepest Appreciation,

Clay Koplun, Mayor
City of Cordova



AGENDA ITEM # 16
City Council Meeting Date: 1/17/18

CITY COUNCIL COMMUNICATION FORM

FROM: Planning Staff
DATE: 1/10/18
ITEM: 2018 Land Disposal Maps
NEXT STEP: Review and Adopt 2018 Land Disposal Maps

INFORMATION
 MOTION
 RESOLUTION
 ORDINANCE

I. REQUEST OR ISSUE:

The Land Disposal Maps are updated annually. At this time, the Planning Commission has reviewed the maps and recommended the City Council adopt them.

II. RECOMMENDED ACTION / NEXT STEP:

“I move to adopt the 2018 Land Disposal Maps”

III. FISCAL IMPACTS:

Land disposal can be a revenue source for the city.

IV. BACKGROUND INFORMATION:

1/9/18 – At the Planning Commission Regular Meeting, the commission passed Resolution 18-01 (attached), recommending the City Council adopt the 2018 Land Disposal Maps. The following is a summary of what occurred at the meeting:

M/Pegau S/Baenen to approve Resolution 18-01.

McGann said they should start with a discussion about changing the designation ‘Not Available’ to ‘City Property.’ *Greenwood* said that changing the designation is just a policy and is not in code. She explained that basically only the definition would change. They have always struggled about whether or not to move forward with letters of interest on property that is ‘Not available.’ If property is ‘Not Available’ there is a reason. *Bird* thought it was kind of confusing to change the name of the designation. *Greenwood* said they could just change the definition of ‘Not Available.’ There was concurrence from the commission to change the definition so that it was clear that people could submit letters of interest throughout the year for property that was ‘Not Available.’

On the New England Cannery Road map, *Bird* verified that the parcel shown as ‘Available’ directly north of Shelter Cove was the parcel that the Science Center was currently in negotiations for. *McGann* verified that the parcel with the Burn Pile was ‘Available.’ *Greenwood* said that most of the lots that are ‘Available’ have considerations that would need to be dealt with during disposal.

On the Ocean Dock Subdivision map, *McGann* wondered who owned the land that a portion of the state’s dock was on. *Greenwood* said that the city may own that land. *Bolin* verified that Copper River Seafoods owned a large portion of tidelands.

On the North Fill Development Park map, *Pegau* said he was torn about the lot that *Brown* submitted a letter of interest for. He acknowledged that there was so little land for the city to use, but he wanted to see more marine businesses in the area. *Baenen* said he would like it to be ‘Available’ as the lot’s current usage is in competition with private enterprise. *Bird* wondered what the Harbor Commission thought about it. *Holter* said that if there were concerns from the Harbor Commission, they should look into it. There was concurrence from the commission to change the designation from ‘Not Available’ to ‘Available.’

On the Tidewater Development Park & Cordova Industrial Park map, *Baenen* said he wanted to make the Breakwater Fill Lot ‘Not Available’ since people voted against disposing of it, there was no waterfront planning, and the lot is unzoned. *Bird* said that her sense was that they needed a lot more planning in totality across the community, but Cordova needs business. She felt like it was unfair that it was out there as ‘Available,’ since it is like they are pulling the rug out from underneath people. She thought that it should be ‘Not Available,’ but that the city should work with the Net Loft to find another piece of property and to look at possible incentives. *Holter* agreed that it should be ‘Not Available’ until they do more waterfront planning. *McGann* said that even though it was shown as ‘Available,’ they make their decisions on a case-by-case basis. He thought it would be nice to see the conversation about waterfront planning happen soon, and that it would probably occur during a Comprehensive Planning effort which will require funding. There was concurrence from the commission to change the designation from ‘Available’ to ‘Not Available.’

On the Old Town map, **Bolin** verified that someone had a Lease with Option to Purchase on a lot above the water tank.

On the Odiak Slough map, **Baenen** verified that the landowners adjacent to the lots on Chase Avenue were still in negotiations to purchase portions of those lots. **Bird** thought that the commission had decided to make the five small lots along Chase Avenue ‘Not Available.’ She said there were concerns about those lots being disposed of and development negatively impacting the uphill properties. **Holter** verified that the area in front of the lots was a right of way that the city uses. There was concurrence from the commission to change the designation of the five lots from ‘Available’ to ‘Not Available.’

On the Whitshed Road map, **Greenwood** explained that the parcel up by the reservoir was designated ‘Not Available,’ because it was surveyed as a watershed protection area. The ‘Available’ area up by the reservoir is a perfect example of property that if someone wants to build a subdivision, for example, there are a lot of things that would have to be looked at and considered. **Greenwood** said that the reason they don’t delineate out specific areas in the large parcels that are ‘Available,’ is that they are not surveyed and you end up creating delineations that don’t legally exist. For example, the cemetery out Power Creek is shown as ‘Available,’ because it is part of a much larger parcel. **Pegau** verified that the reason the parcel next to Eagle Contracting is ‘Not Available’ is because there had been conversations about the police and fire department relocating there.

On the Odiak Park map, **McGann** verified that Fish and Game leased the lot designated as ‘Leased.’ **Greenwood** explained that the two lots designated ‘Not Available’ between Center Drive and the highway were used as a snow dump and there was an anadromous stream on them.

On the Power Creek Road map, **Bolin** verified that there were small lots located in front of the three lots near Skater’s Cabin.

On the Eyak Lake map, **Pegau** said that the city property in Mt. Eccles Estates was originally a city park that had been removed after it was destroyed.

On the Five Mile Loop map, **Greenwood** explained that the avalanche lots were ‘Available’ in case someone was interested in the seasonal use of the lots. There are FEMA deed restrictions on the lots that are very restrictive. **Holter** said he understood the deed restrictions were conditions on the property. **Bird** suggested that they explain in the maps that even when lots are ‘Available,’ there may be conditions or special criteria on them. There was concurrence from the commission to clarify this within the designations.

Upon voice vote, resolution passed 6-0.

Yea: **McGann, Pegau, Baenen, Bird, Bolin, Holter**

Absent: **Roemhildt**

The descriptions of the map designations and the update policy are on the cover page of the 2018 Land Disposal Maps document, attached.

At the 1/9/18 meeting, the Planning Commission added the following sentence to the definition of ‘Available’: “Any of these lots may have conditions or special criteria that must be met.”

The commission also changed the definition of 'Not Available' so that letters of interest could still be accepted on the property with that designation. While many of the properties that are labelled 'Not Available,' truly are not available such as the Cordova Center or the Water Treatment Plant, there are properties that with the right proposal, changing the designation should be considered. Some recent examples of properties changed from 'Not Available' to 'Available' include ASLS 2005-1 for Science Center, Old City Hall for Trooper rental, portion of shipyard for Alpine Diesel, or a neighboring property owner wishing to purchase a small portion of unused city property.

This designation still requires the step of making the land 'Available,' but doesn't force people with great ideas or opportunities to wait for the annual update process. The City Council has made economic sustainability a goal for the city, and this requires some measure of flexibility in the land disposal process. There are only a small number of people who come forward each year with ideas for investing in the city, and staff thinks it would be best to have the ability to consider ideas throughout the year.

The letter of interest from Robert Brown was the only letter of interest with a request for a designation change for land designated 'Not Available' in the 2017 Land Disposal Maps.

The 2017 Land Disposal Maps are available on the City's webpage (in menu on the right):
<http://www.cityofcordova.net/government/planning/lease-or-purchase-city-land>.

The following lists are the changes to the maps for 2018. Highlighted changes are the changes that were made by the Planning Commission at the 1/9/18 meeting.

General Changes to the 2018 Land Disposal Maps:

- Parcel layer has been updated with all new subdivisions.
- Parcel lines more accurate, fixed errors in parcel lines, etc.

Specific Updates by Map Page:

- New England Cannery Road
 - The Planning Commission and City Council made ASLS 2001-5 (north of Shelter Cove) 'Available' during the year. It is now shown as 'Available,' however the city is in negotiations with the Science Center for the property.
- North Fill Development Park
 - Robert Brown submitted a letter of interest for Lot 3, Block 5, North Fill Development Park (attached). This is the lot at the intersection of Coast Guard Lane and Jim Poor Ave on the same block as the Impound Lot. The Planning Commission made this lot 'Available.'
- Tidewater Development Park & Cordova Industrial Park
 - The Planning Commission made the Breakwater Fill Lot 'Not Available.'
- Old Town
 - Lot 20, Block 23, Original Townsite (north of the water tank) is now shown as 'Leased.'
- South Fill Development Park
 - The portion of Lot 10A leased by the Copper River Watershed Project is now shown as 'Leased.'
- Odiak Slough
 - The Planning Commission made the five small lots along Chase Avenue 'Not Available.'

V. LEGAL ISSUES:

Legal issues should be considered on a property by property basis.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

Conflicts or environmental issues should be considered on a property by property basis.

VII. SUMMARY AND ALTERNATIVES:

N/A

**CITY OF CORDOVA, ALASKA
PLANNING COMMISSION
RESOLUTION 18-01**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CORDOVA,
ALASKA, RECOMMENDING THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA
ADOPT THE 2018 LAND DISPOSAL MAPS**

WHEREAS, the City of Cordova's City Manager and City Planner are directed by Cordova Municipal Code Section 5.22.040(B) – The city manager shall refer a letter of interest from a qualified interested party to the city planner. If the city planner finds that the real property is available for lease or purchase, the city planner shall schedule the letter of interest for review by the planning commission; and City of Cordova's Planning Commission is directed by Cordova Municipal Code Section 5.22.040(C) – The planning commission shall review the letter of interest and recommend to the city council whether to offer the real property interest for disposal by one of the methods as described in Section 5.22.060(B); and

WHEREAS, the City of Cordova's Planning Commission has determined that updating the initial Land Disposal Maps from the 2006 Land Disposal Committee and annually reviewing and recommending the maps for City Council's approval will enable the City Manager and City Planner to efficiently determine if land is available for purchase, lease, or lease to purchase; and

WHEREAS, the City of Cordova's Planning Commission has identified these Land Disposal Maps as the most current and updated version to be used in the land disposal process; and

WHEREAS, having annually updated maps will benefit the citizens of Cordova by providing maps for public review.

NOW, THEREFORE BE IT RESOLVED THAT the Planning Commission of the City of Cordova, Alaska hereby recommend the City Council of the City of Cordova, Alaska adopt the 2018 Land Disposal Maps.

PASSED AND APPROVED THIS 9TH DAY OF JANUARY, 2018



Tom McGann, Chair

ATTEST:



Samantha Greenwood, City Planner

Saddle Point Machine L.L.C.

Robert Brown

P.O. Box 782, Cordova Ak. 99574
Phone 907-429-3944
saddlepointmachine@gmail.com

December 1, 2017

City of Cordova Planning Commission

P.O. Box 1210

Cordova, Alaska 99574

To Whom it May Concern;

Subject: Lot 3 , Block 5 North Fill Development Park Letter of Interest

I am asking that the Commission consider changing the status of Lot 3 , Block 5 North Fill Development Park from not Available to Available for purchase . I am interested in purchasing this lot and constructing a shop building. I have outgrown my current facility. My current location is unsuitable for my future goals for my company. I am currently working with Aquaharmonics, an Oregon based company on the development of an ocean wave energy device that is being funded by a grant from the U.S. Department of Energy. The construction phase of this project begins in approximately 18 months. I also need to expand my facility to be a full service marine machine shop with capabilities to manufacture marine propeller shafting of all sizes. This is a service not currently available in Cordova. This will bring more boats to Cordova's shipyard. By making the prospect of hauling and servicing a vessel in our shipyard more attractive to statewide vessel owners. This lot is a good fit for my company goals, the square footage and location best fit my needs. Building a machine shop on this location will create employment opportunities and fit the original charter for the North Fill Development Park.

Sincerely,

Robert Brown
Owner
Saddle Point Machine L.L.C.

2018 Land Disposal Maps

Adopted by City Council: xxxxxx

Map Designations

Available – Available to purchase, lease, or lease with an option to purchase. Any of these lots may have conditions or special criteria that must be met.

Not Available – These parcels include substandard lots, snow dumps, property with improvements/buildings on them, or other lots used or occupied by the city. The city manager will accept letters of interest from an interested party who requests the property designation be changed to ‘Available,’ however the existing city use of the property will be examined and carefully weighed against the letter of interest.

Tidelands – All requests to purchase tidelands will be reviewed by the Planning Commission as they are received. The Planning Commission will make a recommendation on disposing of the tidelands to City Council.

Leased – These are lots currently leased to a business or government entity by the City and are not available during the lease term. There are leases that are short term and renew every two years and others are long term leases with substantial improvements on the property. At the end of the lease term the property becomes available for disposal.

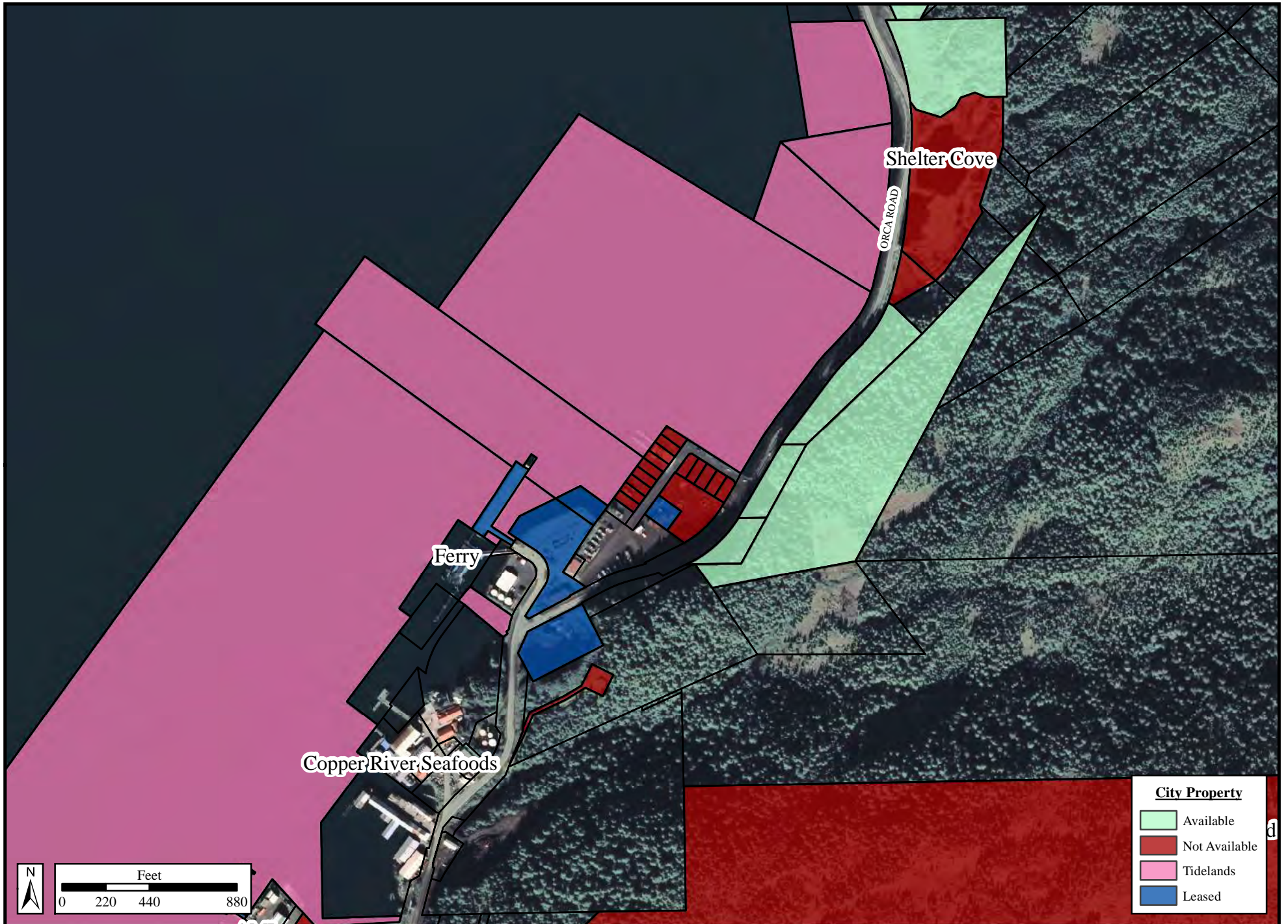
Update Policy

Maps will be updated on an annual basis by the Planning Department staff, reviewed by the Planning Commission, and adopted by City Council. This update process begins each year with updated maps being presented to the Planning Commission in January.

New England Cannery Road



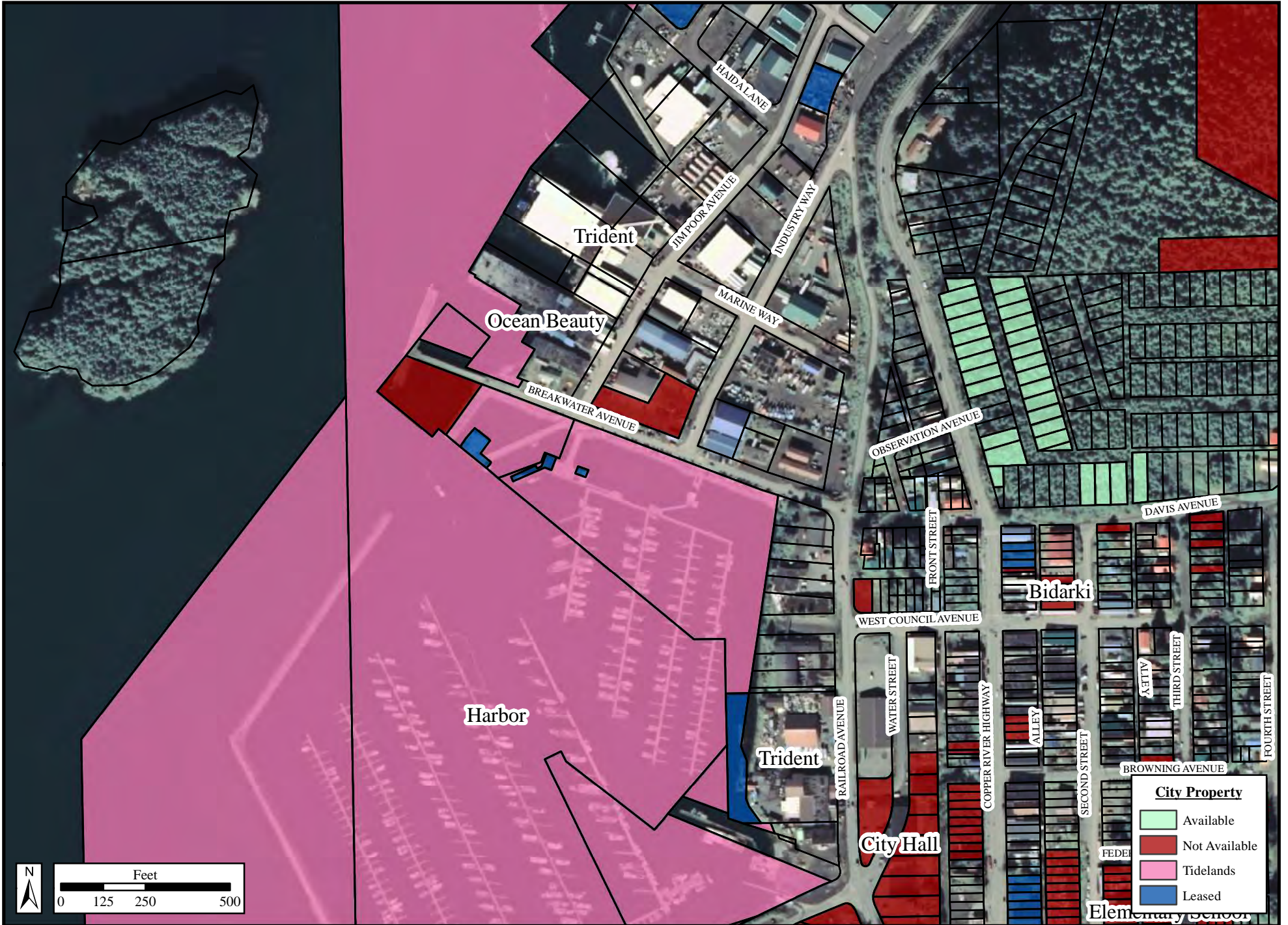
Ocean Dock Subdivision



North Fill Development Park



Tidewater Development Park & Cordova Industrial Park



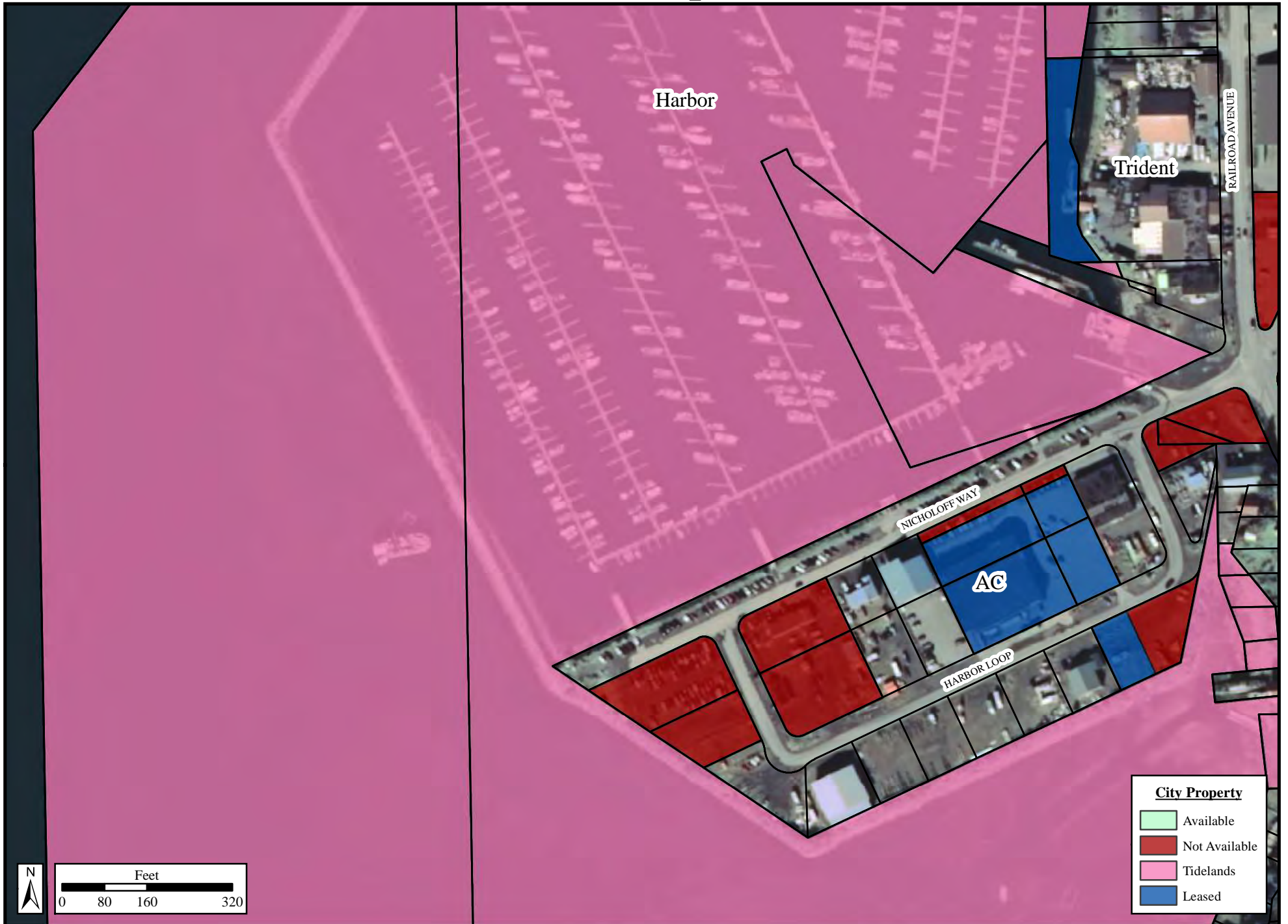
Old Town



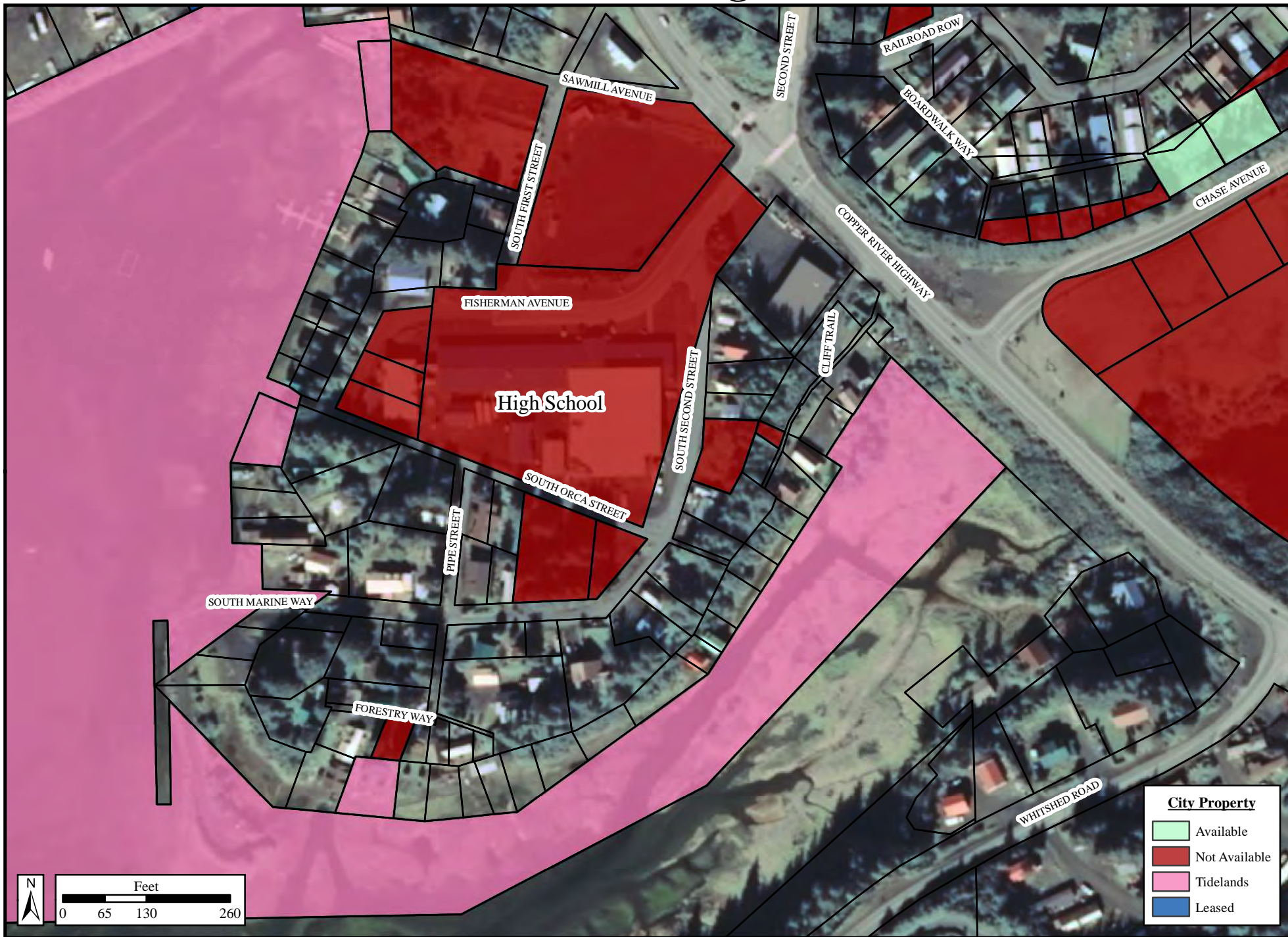
City Property

Available	Light Green
Not Available	Red
Tidelands	Pink
Leased	Blue

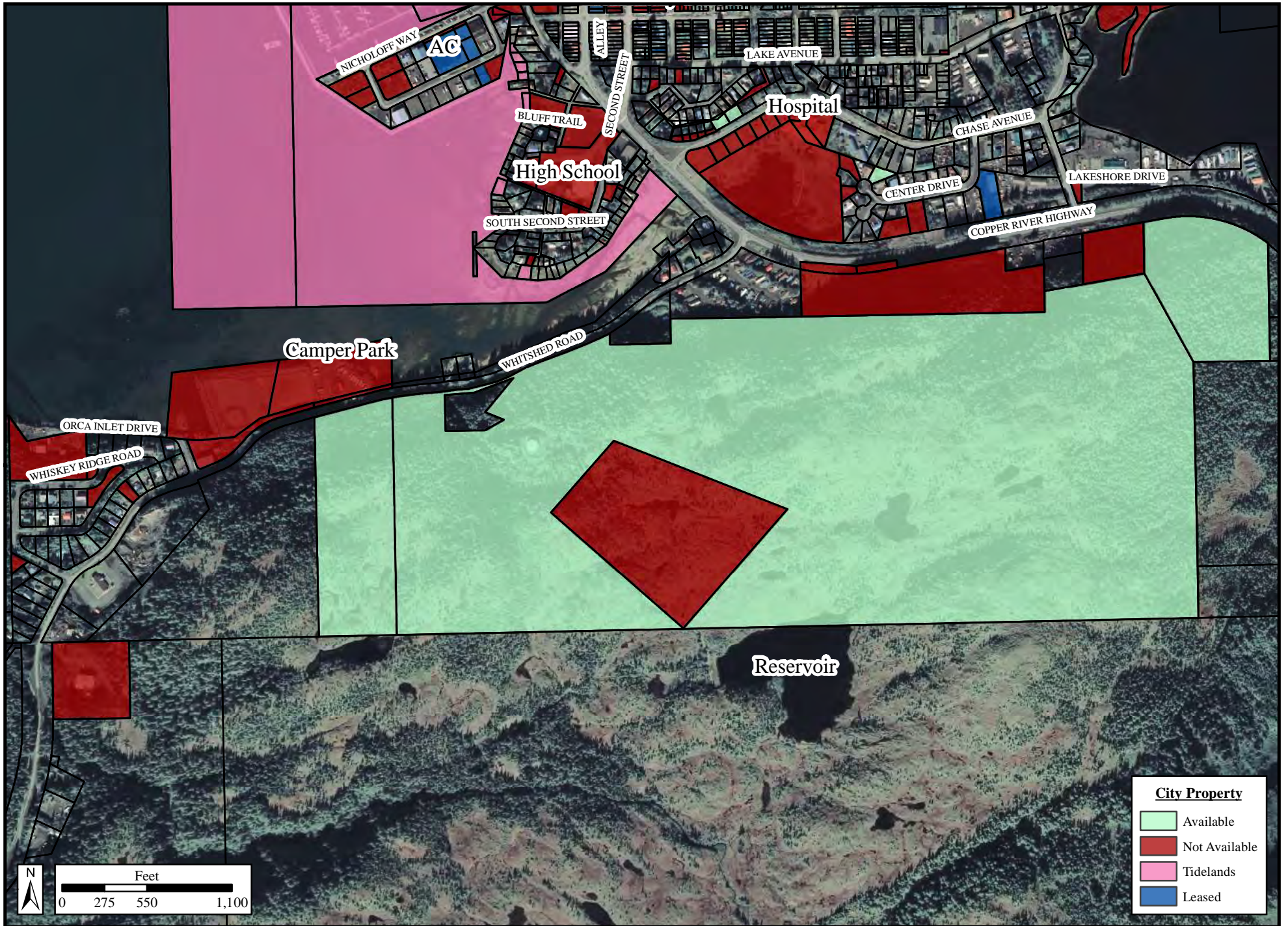
South Fill Development Park



Odiak Slough



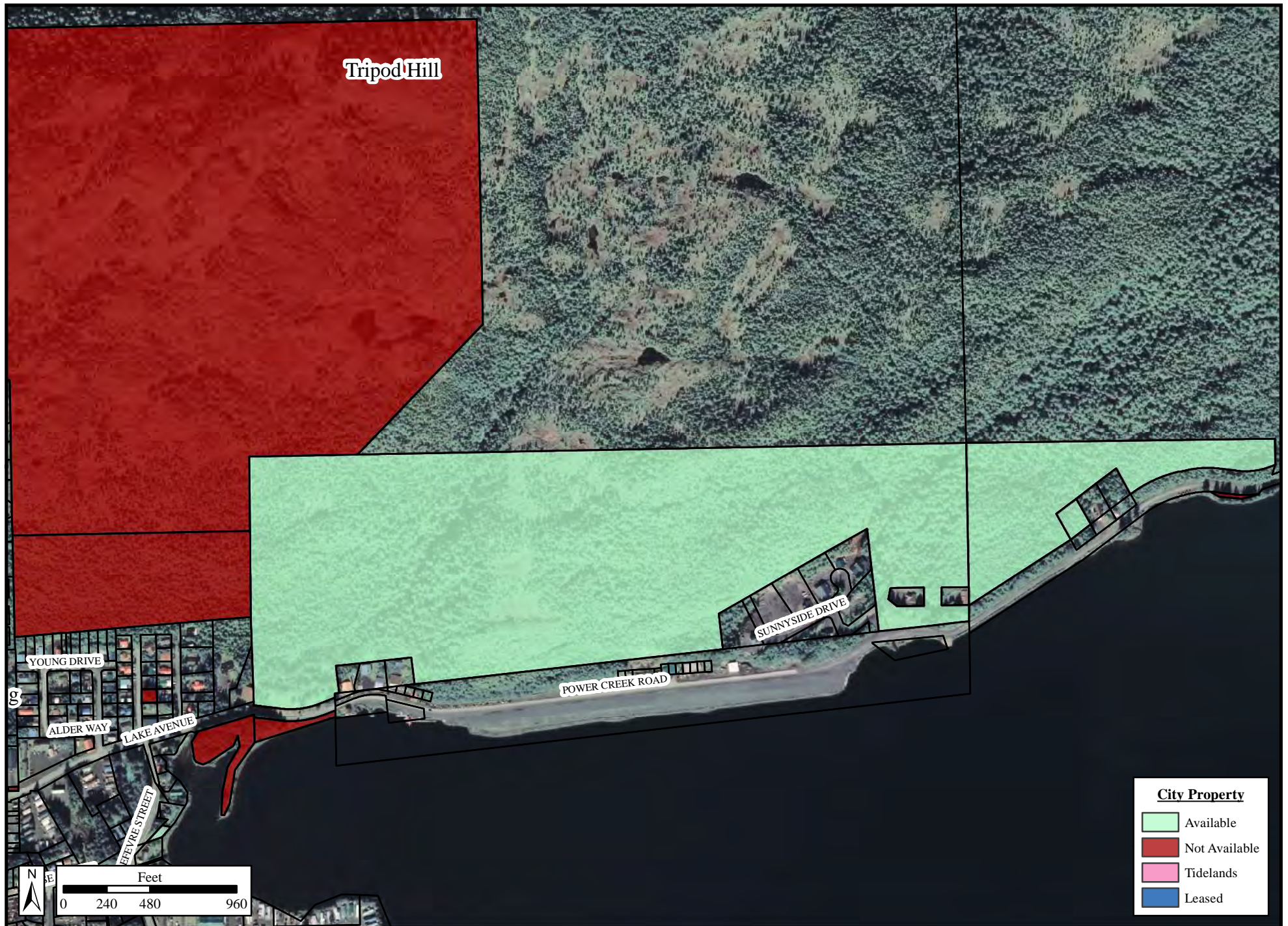
Whitshed Road



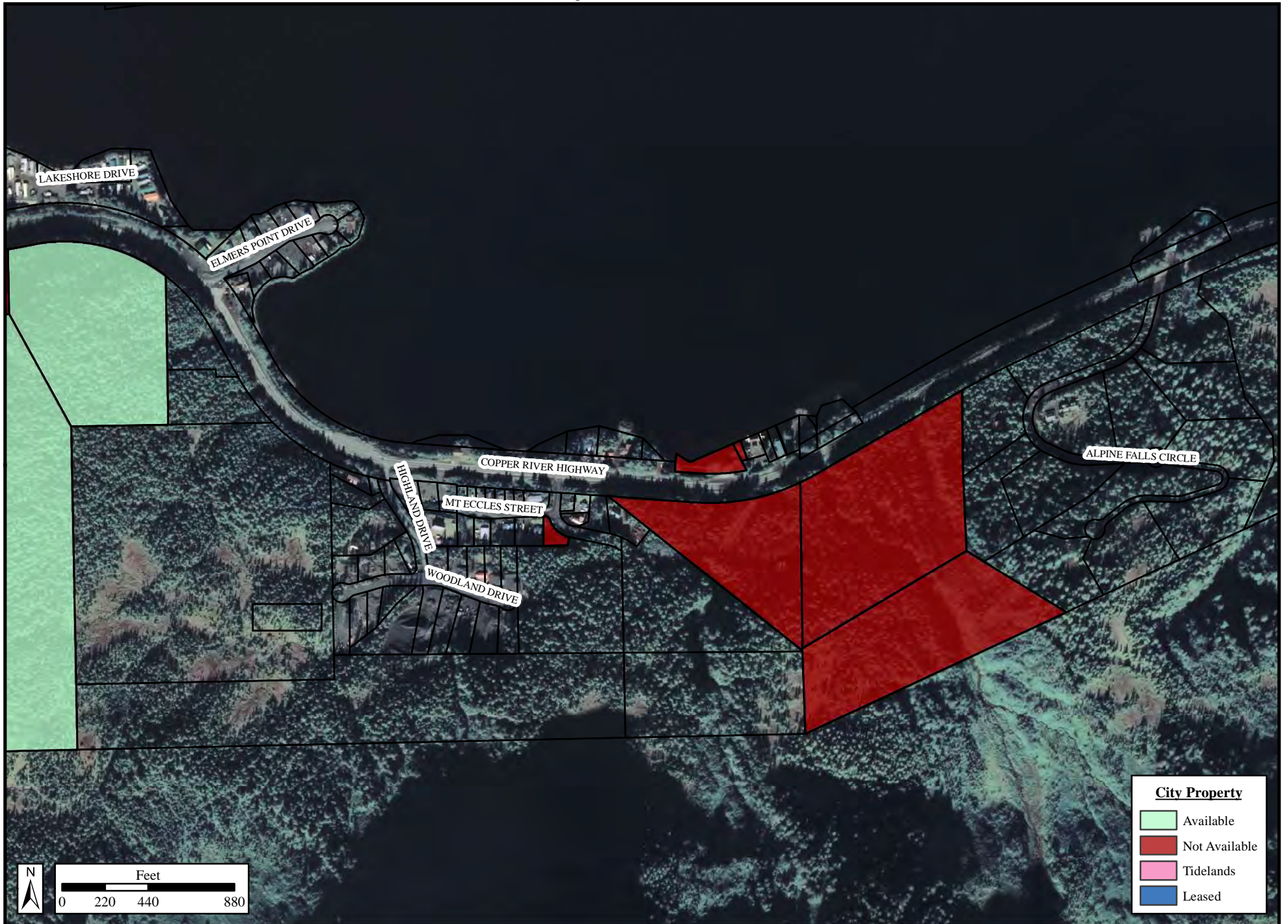
Odiak Park



Power Creek Road



Eyak Lake



Five Mile Loop





AGENDA ITEM # 17
City Council Meeting Date: 1/17/18

CITY COUNCIL COMMUNICATION FORM

FROM: Planning Staff
DATE: 1/10/18
ITEM: Disposal of Breakwater Fill Lot
NEXT STEP: Direction to City Manager on Disposal and Disposal Method

INFORMATION RESOLUTION
 MOTION ORDINANCE

I. REQUEST OR ISSUE:

Requested Actions: Direction to City Manager on Disposal and Disposal Method
Applicant: Dotty Widmann DBA The Net Loft
Legal Description: Portions of Lot 1 & 2, Block 7A, Tidewater Development Park and a portion of ATS 220 herein referred to as the "Breakwater Fill Lot"
Area: Pad is approximately 19,000 sq. ft.
Zoning: Unzoned
Attachments: Location Map
Letter of Interest

II. RECOMMENDED ACTION / NEXT STEP:

Staff suggest the following motion:

"I move to dispose of the Breakwater Fill Lot as outlined in Cordova Municipal Code 5.22.060 B by **"

Choose one of the following to insert for the asterisk:

1. Negotiating an agreement with Dotty Widmann DBA The Net Loft to lease or purchase the

- property.
- 2. Inviting sealed bids to lease or purchase the property.
- 3. Offering the property for lease or purchase at public auction.
- 4. Requesting sealed proposals to lease or purchase the property.

III. FISCAL IMPACTS:

Potential fiscal impacts could be new jobs, additional sales tax, and additional property taxes.

IV. BACKGROUND INFORMATION:

1/3/18 – A letter of interest was received from Dotty Widmann DBA The Net Loft. See attached.

1/9/18 – At the Planning Commission Regular Meeting, the commission made the lot ‘Not Available’ on the Land Disposal Maps and made the following recommendation:

M/Pegau S/Bird to recommend to City Council to not sell the lot at this time to get input from the Harbor Commission, Parks and Recreation Commission, and the public for waterfront property planning.

Upon voice vote, motion passed 6-0.

Yea: McGann, Pegau, Baenen, Bird, Bolin, Holter

Absent: Roemhildt

This land needs to be ‘Available’ on the Land Disposal Maps prior to disposal. Before disposal, the pad will need to be platted as one lot.

Applicable Code:

5.22.060 - Methods of disposal.

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

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

V. LEGAL ISSUES:

Legal review of disposal documents would be required.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

A portion of the lot has been seasonally rented by Land Use Permit. The Land Use Permits are issued administratively allowing for the permittee, city, and buyer to work collaboratively.

VII. SUMMARY AND ALTERNATIVES:

The council could chose to not dispose of the property.

ATTACHMENT A



3 January 2018

To: Alan Lanning
City Manager
Cordova, Alaska

From:
Dotty Widmann
The Net Loft
140 Adams Avenue
P.O. Box 880
Cordova, Alaska 99574
907 317-2819

This letter serves as a letter of interest concerning the following property :
Portions of Lot 1 & 2, Block 7A, Tidewater Development Park and a portion of ATS 220, commonly referred to as the “Breakwater Fill Lot”

I am the owner of The Net Loft, a business that has been operating in Cordova since 1984. I have operated my business for sixteen years in its present downtown location. I have a vision for what I could accomplish and contribute to our community, if I could have a building that was more suited and designed for the business and services we offer.

My vision for the property would be to create a space better designed for a functioning retail space, as well as an expanded classroom space that would be designed to accommodate the workshops and events we create. We still would utilize the facilities of the Cordova Center for our larger events, but this space would help in our daily and weekly offerings. In this plan I would like to include access to the land for those wanting to watch the boats via a viewing areas with public access. There would also be an inside gathering space with windows viewing the harbor and the inlet view, as well as a well designed retail space on a single level that would be spacious and able to accommodate all physical needs.

The Net Loft is an active business, invested in the City of Cordova. We are interested in seeing this city thrive economically as well as in contributing to the fostering of strong community. The Cordova Center is an excellent example of how a space can help nurture a sense of community. My hope is to develop our workshop programs, to provide healthy activities for our residents in a space that makes best use of the aesthetics of the location that would also draw the type of visitors that would boost our economy without impacting or compromising our local resources. I have seen this to be true in the events we have hosted thus far. I believe this land is a perfect spot for this vision to come to life, and hope you will consider directly negotiating with me for the property, so we can move forward to making this vision a reality.

Thank you for your consideration.

Dotty Widmann

Owner, The Net Loft



AGENDA ITEM # 18
City Council Meeting Date: 1/17/18

CITY COUNCIL COMMUNICATION FORM

FROM: Planning Staff
DATE: 1/10/18
ITEM: Disposal of Lot 3, Block 5, North Fill Development Park
NEXT STEP: Direction to City Manager on Disposal and Disposal Method

INFORMATION RESOLUTION
 MOTION ORDINANCE

I. REQUEST OR ISSUE:

Requested Actions: Direction to City Manager on Disposal and Disposal Method
Applicant: Robert Brown DBA Saddle Point Machine L.L.C.
Legal Description: Lot 3, Block 5, North Fill Development Park
Area: 16,862 square feet
Zoning: Waterfront Industrial
Attachments: Location Map
Letter of Interest

II. RECOMMENDED ACTION / NEXT STEP:

Staff suggest the following motion:

“I move to dispose of Lot 3, Block 5, North Fill Development Park as outlined in Cordova Municipal Code 5.22.060 B by *”

Choose one of the following to insert for the asterisk:

1. Negotiating an agreement with Robert Brown DBA Saddle Point Machine L.L.C. to lease or

- purchase the property.
- 2. Inviting sealed bids to lease or purchase the property.
- 3. Offering the property for lease or purchase at public auction.
- 4. Requesting sealed proposals to lease or purchase the property.

III. FISCAL IMPACTS:

Potential fiscal impacts could be new jobs, additional sales tax, and additional property taxes.

IV. BACKGROUND INFORMATION:

12/1/17 – A letter of interest was received from Robert Brown DBA Saddle Point Machine L.L.C. See attached.

1/9/18 – At the Planning Commission Regular Meeting, the commission made the lot ‘Available’ on the Land Disposal Maps and made the following recommendation:

M/Baenen S/Bolin to recommend to City Council to dispose of Lot 3, Block 5, North Fill Development Park as outlined in Cordova Municipal Code 5.22.060 B by negotiating an agreement with Robert Brown DBA Saddle Point Machine L.L.C. to lease or purchase the property.

Brown said that his business was already active and that he serves the fishermen. He thinks the advantages for the boat fleet of having his business there outweigh the loss of boat parking. He is currently limited by only having a garage. **Pegau** verified that the intent was having a marine shop that serves vessels. **Brown** said that he has been working with Aquaharmonics since they started and that he helped them build their prototype. He said there was additional work that would be better suited if he had more workspace. A larger area would also let him work on boat shafts, which are going to be looked at more closely by the Coast Guard in the future.

Upon voice vote, motion passed 6-0.

Yea: McGann, Pegau, Baenen, Bird, Bolin, Holter

Absent: Roemhildt

This land needs to be ‘Available’ on the Land Disposal Maps prior to disposal.

Applicable Code:

5.22.060 - Methods of disposal.

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

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

V. LEGAL ISSUES:

Legal review of disposal documents would be required.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

This lot is currently being used by the Harbor Department as boat/trailer storage and staging.

VII. SUMMARY AND ALTERNATIVES:

The council could chose to not dispose of the property.

ATTACHMENT A



Saddle Point Machine L.L.C.

Robert Brown

P.O. Box 782, Cordova Ak. 99574
Phone 907-429-3944
saddlepointmachine@gmail.com

December 1, 2017

City of Cordova Planning Commission

P.O. Box 1210

Cordova, Alaska 99574

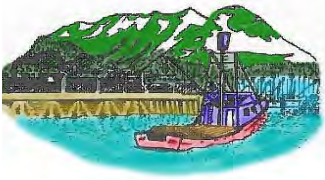
To Whom it May Concern;

Subject: Lot 3 , Block 5 North Fill Development Park Letter of Interest

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Sincerely,

Robert Brown
Owner
Saddle Point Machine L.L.C.



City Council of the City of Cordova, Alaska
Pending Agenda January 17, 2018 Regular Council Meeting

A. Future agenda items - when will these be heard before Council?

- 1) Council direction to staff in pursuing Crater Lake Water & Power project from City (water) side
- 2) Code change re Council member service on boards/commissions (ordinance being drafted)
- 3) Land Disposal vs. Land Development policy
- 4) Discussion/action regarding water charges at the Harbor
- 5) Odiak Camper Park and/or other locations for long term rv/trailer space rentals in Cordova
- 6) Waterfront development
- 7) Cordova Center bird mitigation - for 2018
- 8) City Investments - UBS to come for work session February 7, 2018
- 9) Council discussion of sales tax cap exemption

B. Upcoming Meetings, agenda items and/or events:

- 1) Capital Priorities List and Resolution to come before Council quarterly:

3/7/2018	6/6/2018	9/5/2018	12/5/2018
-----------------	-----------------	-----------------	------------------
- 2) Staff quarterly reports will be in the following packets:

2/7/2018	4/18/2018	7/18/2018	10/17/2018
-----------------	------------------	------------------	-------------------
- 3) Work session with UBS re City Investments scheduled for **February 7, 2018**

Clear direction should be given to Clerk/Manager on the what and when of this proposed agenda item.

item:

**suggested
agenda date:**

- 1) ...
- 2) ...
- 3) ...

Mayor Koplin 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 - January 17, 2018 Regular Council Meeting

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

- 1) Fisheries Advisory Committee:** 1-Torie Baker, chair (Marine Adv Prgm) 2-Jeremy Botz (ADF&G)
 authorizing resolution 04-03-45 3-Tim Joyce (PWSAC) 4-Jim Holley (AML)
 approved Apr 16, 2003 5-Chelsea Haisman (fisherman) 6-Tommy Sheridan (processor)
 Mayor Koplin is currently contacting existing members and hopes to have new appointments for Council concurrence soon

- 2) Cordova Trails Committee:** 1-Elizabeth Senear 2-Toni Godes
 authorizing resolution 11-09-65 3-Dave Zastrow
 approved Dec 2, 2009 4-vacant 5-vacant

- 3) Fisheries Development Committee:** 1-Warren Chappell 2-Andy Craig 3-Bobby Linville
 authorizing resolution 4-Gus Linville 5-Tommy Sheridan 6-Bob Smith
 12-16-43
 approved Dec 23, 2016

E. City of Cordova appointed representatives to various Boards et al:

- 1) Prince William Sound Regional Citizens Advisory Council**

Robert Beedle re-appointed March 2016 2 year term
 re-appointed March 2014
 appointed April 2013

- 2) Prince William Sound Aquaculture Corporation Board of Directors**

Tom Bailer term until Oct 2018 3 year term
 appointed February 2017

- 3) Southeast Conference AMHS Reform Project Steering Committee**




Mike Anderson appointed April 2016 until completion of project
Sylvia Lange alternate

JANUARY 2018

CALENDAR MONTH JANUARY

CALENDAR YEAR 2018



1ST DAY OF WEEK SUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31		2	3 CSD vacation - Dec 22 thru Jan 5	4	5	6
	New Year holiday - City Hall Offices Closed		7:00 Council reg mtg CCAB			
7	8	9	10	11	12	13
		6:30 P&Z CCAB	7:00 Sch Bd HSL 7:00 Harbor Cms CCB			
14	15 MLK Jr. holiday -City Hall Offices Closed	16 AK Legislative session begins	17 6:00 Council work session 7:00 Council reg mtg CCAB	18	19 CSD Inservice	20 
21	22	23	24	25	26	27 Cordova Tip-off Basketball Tourney Jan 18-20
			6:00 CEC Board Meeting	6:00 CCMCAB HCR		
28	29	30	31	1	2	3
			5:30 CTC Board Meeting			
		6:00 P&R CCM				
4	5	Notes				

Legend:
CCAB-Cordova Center
 Community Rms A&B
HSL-High School Library
CCA-Cordova Center
 Community Rm A
CCB-Cordova Center
 Community Rm B
CCM-Cordova Center Mayor's
 Conference Rm
CCER-Cordova Center
 Education Room

FEBRUARY 2018

CALENDAR MONTH FEBRUARY
 CALENDAR YEAR 2018
 1ST DAY OF WEEK SUNDAY




Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	31	1	2	3
		Iceworm festival Jan 27-Feb 3			Iceworm festival Jan 27-Feb 3	
4	5	6	7	8	9	10
					CSD Inservice	
11	12	13	14	15	16	17
			6:00 Council work session 6:45 Council pub hrg CCAB 7:00 Council reg mtg CCAB			
			VALENTINE'S DAY 			
		6:30 P&Z CCAB	7:00 Sch Bd HSL 7:00 Harbor Cms CCB			
18	19	20	21	22	23	24
	CSD Holiday		6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB			
	Presidents' Day-City Hall Offices Closed	----- absentee voting @ City Hall Feb 20 - Mar 5 M-F 8a-5p -----				
25	26	27	28	1	2	3
		----- absentee voting @ City Hall Feb 20 - Mar 5 M-F 8a-5p -----				
			6:00 CEC Board Meeting			
		6:00 P&R CCM	5:30 CTC Board Meeting	6:00 CCMCAB HCR		

Notes

Legend:
 CCAB-Cordova Center Community Rms A&B
 HSL-High School Library
 CCA-Cordova Center Community Rm A
 CCB-Cordova Center Community Rm B
 CCM-Cordova Center Mayor's Conference Rm
 CCER-Cordova Center Education Room

MARCH 2018

CALENDAR MONTH MARCH
 CALENDAR YEAR 2018
 1ST DAY OF WEEK SUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
25	26	27	28	1	2	3
----- absentee voting @ City Hall Feb 20 - Mar 5 M-F 8a-5p -----						
4	5 absentee voting @ City Hall Feb 20 - Mar 5 M-F 8a-5p	6 Election Day CCA 7am - 8pm 	7 6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB	8	9 CSD end 3Q 	10 Interior Conference Tourney @ Nenana Mar 8-10
11	12	13	14	15	16	17
CSD vacation - March 12 thru 16 - Spring Break						
18	19	20 6:30 P&Z CCAB	21 7:00 Sch Bd HSL 7:00 Harbor Cms CCB	22	23	24
25	26  Seward's Day- City Hall Offices Closed	27 6:00 P&R CCM	28 6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB 6:00 CEC Board Meeting 5:30 CTC Board Meeting	29 6:00 CCMCAB HCR	30	31
1	2	Notes				

Legend:
 CCAB-Cordova Center
 Community Rms A&B
 HSL-High School Library
 CCA-Cordova Center
 Community Rm A
 CCB-Cordova Center
 Community Rm B
 CCM-Cordova Center Mayor's
 Conference Rm
 CCER-Cordova Center
 Education Room

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	Clay Koplin Mayor@cityofcordova.net	March 1, 2016	March-19
Council members:			
Seat A: 3 years	James Burton CouncilSeatA@cityofcordova.net	March 1, 2016 March 5, 2013	March-19
Seat B: 3 years	Kenneth Jones CouncilSeatB@cityofcordova.net	March 7, 2017	March-20
Seat C: 3 years	Jeff Guard CouncilSeatC@cityofcordova.net	March 7, 2017	March-20
Seat D: 3 years	Robert Beedle CouncilSeatD@cityofcordova.net	March 3, 2015	March-18
Seat E: 3 years	Anne Schaefer <small>elected by cncl</small> CouncilSeatE@cityofcordova.net	December 6, 2017	March-18
Seat F: 3 years	David Allison, Vice Mayor CouncilSeatF@cityofcordova.net	March 1, 2016	March-19
Seat G: 3 years	James Wiese CouncilSeatG@cityofcordova.net	March 1, 2016	March-19

Cordova School District School Board - Elected

length of term		Date Elected	Term Expires
3 years	Barb Jewell, President bjewell@cordovasd.org	March 1, 2016 March 5, 2013	March-19
3 years	Bret Bradford bbradford@cordovasd.org	March 3, 2015	March-18
3 years	Tammy Altermott taltermott@cordovasd.org	March 1, 2016 March 5, 2013	March-19
3 years	Peter Hoepfner phoepfner@cordovasd.org	March 3, 2015 March 6, 2012 March 3, 2009 March 7, 2006	March-18
3 years	Sheryl Glasen sglasen@cordovasd.org <i>Vacant (appointed, non-voting) City Council Rep</i>	March 7, 2017 March 4, 2014	March-20

seat up for re-election in 2018

board/commission chair

seat up for re-appt in Nov 18

CITY OF CORDOVA, ALASKA – ELECTED OFFICIALS & APPOINTED MEMBERS OF CITY BOARDS and COMMISSIONS

CCMC Authority - Board of Directors - Elected

length of term		Date Elected	Term Expires
3 years	Kristin Carpenter	March 7, 2017	March-20
3 years	Sally Bennett	March 7, 2017	March-19
3 years	April Horton	March 7, 2017	March-19
3 years	Dorne Hawxhurst	March 7, 2017	March-18
3 years	Amanda Wiese	elected by board November 2, 2017	March-18

LIBRARY BOARD - APPOINTED

length of term		Date Appointed	Term Expires
3 years	Mary Anne Bishop, Chair	November-16 November-13 November-10 November-06	November-19
3 years	Wendy Ranney	November-15 April-13	November-18
3 years	Erica Clark	November-16	November-19
3 years	<i>vacant</i>		November-20
3 years	<i>vacant</i>		November-20

PLANNING AND ZONING COMMISSION - APPOINTED

length of term		Date Appointed	Term Expires
3 years	Nancy Bird	November-16	November-19
3 years	Allen Roemhildt	November-16 January-14	November-19
3 years	Scott Pegau, vice chair	November-17 December-14 December-11	November-20
3 years	John Baenen	November-15 December-12	November-18
3 years	Tom McGann, chair	November-17 December-14 December-11 April-11	November-20
3 years	Chris Bolin	September-17	November-18
3 years	Lee Holter	November-17	November-20

seat up for re-appt in Nov 18

seat up for re-election in 2018

board/commission chair

CITY OF CORDOVA, ALASKA – ELECTED OFFICIALS & APPOINTED MEMBERS OF CITY BOARDS and COMMISSIONS

HARBOR COMMISSION - APPOINTED

length of term		Date Appointed	Term Expires
3 years	Mike Babic	November-17	November-20
3 years	Andy Craig	November-16	November-19
3 years	Max Wiese	November-17	November-20
		January-14	
		March-11	
3 years	Ken Jones	November-16	November-19
		February-13	
3 years	Jacob Betts	November-15	November-18

PARKS AND RECREATION COMMISSION - APPOINTED

length of term		Date Appointed	Term Expires
3 years	Wendy Ranney, Chair	November-15	November-18
		August-14	
3 years	Anne Schaefer	November-17	November-20
3 years	Miriam Dunbar	November-15	November-18
		August-14	
3 years	Stephen Phillips	November-15	November-18
3 years	Marvin VanDenBroek	November-16	November-19
		February-14	
3 years	Karen Hallquist	November-16	November-19
		November-13	
3 years	Dave Zastrow	November-17	November-20
		February-15	
		September-14	

HISTORIC PRESERVATION COMMISSION - APPOINTED

length of term		Date Appointed	Term Expires
3 years	Cathy Sherman	August-16	November-19
3 years	Heather Hall	August-16	November-19
3 years	Brooke Johnson	August-16	November-19
3 years	John Wachtel	August-16	November-18
3 years	Sylvia Lange	August-16	November-18
3 years	Nancy Bird	November-17	November-18
3 years	Jim Casement, Chair	November-17	November-20

seat up for re-election in 2018

board/commission chair

seat up for re-appt in Nov 18