

**Mayor**

*Clay Koplin*

**Council Members**

*James Burton*

*Kenneth Jones*

*Jeff Guard*

*Melina Meyer*

*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  
May 16, 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, Melina Meyer, 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)
4. Student Council Representative Report

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

5. Resolution 05-18-13..... (voice vote)(page 1)  
A resolution of the City Council of the City of Cordova, Alaska, adopting the updated local hazard mitigation plan
6. Amendment to 2018 Land Disposal Maps, for Lot 4A, Block 5 NFDP..... (voice vote)(page 5)
7. Council's right to protest application for a new liquor license for..... (voice vote)(page 15)  
Baja Taco LLC
8. Record excused absences of *Mayor Koplin* and Council member *James Wiese* from the May 2, 2018 regular meeting

**H. Approval of Minutes..... (voice vote)**

9. Minutes of the April 18, 2018 Council Regular Meeting..... (page 36)
10. Minutes of the May 2, 2018 Council Regular Meeting..... (page 39)

**I. Consideration of Bids**

**J. Reports of Officers**

11. Mayor's Report..... (page 42)
  - a. 2017 W.A.T.E.R.S. award..... (page 43)  
(Well-planned Affordable Transferable Efficient Resilient Sustainable) presented to the City of Cordova LT2 Compliance Upgrades Project
12. Manager's Report
13. City Clerk's Report

## **K. Correspondence**

14. 05-09-18 email from *Carol & Lynn Potter* re *Rob Brown* land sale and project..... (page 49)

## **L. Ordinances and Resolutions**

15. Ordinance 1169..... (voice vote)(page 50)  
An ordinance of the City Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a ten year lease agreement with Saddle Point Machine LLC, which includes an option to purchase, described as Lot 3, Block 5, North Fill Development Park - 1<sup>st</sup> reading
16. Resolution 05-18-12..... (voice vote)(page 99)  
A resolution of the City Council of the City of Cordova, Alaska, authorizing amendment of the FY18 budget and authorizing the expenditure to be used for geotechnical assessment for the Crater Lake project

## **M. Unfinished Business**

## **N. New & Miscellaneous Business**

17. Certification of the 2017 Property Assessment Roll..... (voice vote)(page 102)
18. Pending Agenda, Calendar and Elected & Appointed Officials lists..... (page 106)

## **O. Audience Participation**

## **P. Council Comments**

## **Q. Executive Session**

19. Legal update - Beecher matter

## **R. 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.

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**AGENDA ITEM 5**  
**City Council Meeting Date: 5/16/18**  
**CITY COUNCIL COMMUNICATION FORM**

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**FROM:** Planning Staff  
**DATE:** 5/9/18  
**ITEM:** Resolution 05-18-13  
**NEXT STEP:** Pass Resolution

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\_\_\_\_\_ ORDINANCE  
\_\_\_\_\_ MOTION

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

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**I. REQUEST OR ISSUE:** LeMay Engineering & Consulting, Inc. recently completed a new draft of the city's Local Hazard Mitigation Plan (LHMP). FEMA has issued an Approval Pending Adoption (see attached). In order to adopt the plan, City Council needs to adopt the plan by resolution.

You can download a copy of the plan at the following link:

<http://cityofcordova.net/images/planning/resources/DRAFT%202018%20Hazard%20Mitigation%20Plan%20Update.pdf>

**II. RECOMMENDED ACTION / NEXT STEP:** Staff suggest the following motion:  
"I move to approve Resolution 05-18-13"

**III. FISCAL IMPACTS:** The LHMP makes the city eligible for FEMA grants.

**IV. BACKGROUND INFORMATION:** LeMay Engineering & Consulting, Inc. has been working on the update of the LHMP over the winter. There was a public comment period in which LeMay Engineering gave a presentation to the City Council. The state requires that the plan be updated every five years. An updated plan allows the city to apply for State Hazard Mitigation Grants.

**5/8/18** – At the Planning Commission Regular Meeting, the commission took the following action:

M/Bird S/Holter to recommend City Council adopt the 2018 City of Cordova Local Hazard Mitigation Plan update by resolution.

**Bird** said that she read parts of the plan; it is pretty dense. She said the commission was supposed to review the plan annually. She said that some of the dates of the buildings seem to be incorrect. **McGann** said that it looked like staff and **Joanie Behrends** spent a lot of time on it.

Upon voice vote, motion passed 5-0.

Yea: **McGann, Roemhildt, Bird, Bolin, Holter**

Absent: **Pegau, Baenen**

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

VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** N/A

VII. **SUMMARY AND ALTERNATIVES:** N/A

**CITY OF CORDOVA, ALASKA  
RESOLUTION 05-18-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
ADOPTING THE UPDATED LOCAL HAZARD MITIGATION PLAN**

**WHEREAS**, the City of Cordova recognizes the threat that local natural hazards pose to people and property; and

**WHEREAS**, undertaking hazard mitigation projects before disasters occur will reduce the potential for harm to people and property and will save taxpayers' dollars; and

**WHEREAS**, the updated Cordova Local Hazard Mitigation Plan has been reviewed by the U.S. Department of Homeland Security's Federal Emergency Management Agency Region 10, who has committed to approve the plan upon adoption by the City of Cordova.

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Cordova, Alaska hereby adopts the updated Local Hazard Mitigation Plan.

**PASSED AND APPROVED THIS 16<sup>th</sup> DAY OF MAY, 2018.**

\_\_\_\_\_  
Clay Koplin, Mayor

Attest:

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



**FEMA**

April 9, 2018

Mr. Brent Nichols  
State Hazard Mitigation Officer  
Alaska Division of Homeland Security and Emergency Management  
P.O. Box 5750  
Fort Richardson, Alaska 99505-5750

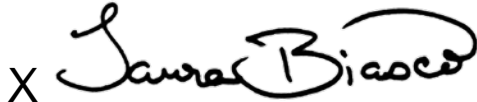
Dear Mr. Nichols:

As requested, on April 6, 2018, the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA), Region 10, completed a pre-adoption review of the City of Cordova Hazard Mitigation Plan. This letter serves as Region 10's commitment to approve the plan upon receiving documentation of its adoption by the community. The plan successfully contains the required criteria, excluding the adoption, for hazard mitigation plans, as outlined in Code of Federal Regulation Title 44 Part 201.

Once FEMA approves the plan, the community is eligible for mitigation project grants.

Please contact our Regional Mitigation Planning Program Manager, Brett Holt, at (425) 487-4553 with any questions.

Sincerely,

X   
\_\_\_\_\_

Tamra Biasco  
Chief, Risk Analysis Branch  
Mitigation Division

AS:vl



**AGENDA ITEM 6**  
**City Council Meeting Date: 5/16/18**  
**CITY COUNCIL COMMUNICATION FORM**

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**FROM:** Planning Staff

**DATE:** 5/9/18

**ITEM:** Make Lot 4A, Block 5, North Fill Development Park 'Not Available'

**NEXT STEP:** Make Lot 4A, Block 5, North Fill Development Park 'Not Available' by Motion

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☐ ORDINANCE  
☒ MOTION

☐ RESOLUTION  
☐ INFORMATION

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**I. REQUEST OR ISSUE:** In the 2018 Land Disposal Maps, Lot 4A, Block 5, North Fill Development Park (see Attachment A) is currently shown as 'Available.' After consideration of the last letter of interest received for this lot, the City Council decided to not move forward with the disposal process and suggested that the city begin the process to make the lot 'Not Available.'

**II. RECOMMENDED ACTION / NEXT STEP:** Staff suggest the following motion:  
"I move to make Lot 4A, Block 5, North Fill Development Park 'Not Available' in the 2018 Land Disposal Maps"

**III. FISCAL IMPACTS:** N/A

**IV. BACKGROUND INFORMATION:**

**3/13/18** - At the Planning Commission Regular Meeting, the commission recommended City Council request sealed proposals for Lot 4A:

M/Bird S/Pegau to recommend to City Council to dispose of Lot 4A, Block 5, North Fill Development Park as outlined in Cordova Municipal Code 5.22.060 B by requesting sealed proposals to lease or purchase the property.

**McGann** said they should consider the highest and best use for the land, but if there are proposals, they could consider it at that point. The city needs an impound lot, and they could consider making a recommendation to council for a new impound lot location. **Bird** said she

didn't think that the letter was the best use for the lot and she thought it would be useful to have input from the Harbor. **Tony Schinella**, Harbormaster, said that the lot was very small and could probably only fit skiffs.

**Greenwood** said that the lot is currently managed by the Police and Public Works Departments. She explained that there were some potential sites for the impound lot to relocate to, but they all have some negatives to them. When vehicles are impounded, they have to stay as-is until they are proven abandoned or turned over to the city. If the impound is at the landfill, then they have to be driven all the way out there and may have to be driven back to town. There is also no security, which the city is responsible for. The lot on the highway next to Eagle Construction would have to be excavated out, and it is used as a rock source by Public Works. The Water Treatment Plant should be secured for water treatment and not attract others.

**Pegau** said he is supportive of two substandard lots being combined into one. This lot has always gotten a lot of interest in the past. **Baenen** said he did not support the lot used as an impound lot, or for boat storage. **McGann** said that boat storage should be in the hands of the private sector. He thought the baler could be reorganized to fit the impound lot.

**Greg LoForte** said that the lots were originally one lot. His intention is to replat Lot 4A and 4B back into one lot. Lot 4A was offered to someone recently who turned it down since it was small. His lot is assessed at \$247,000, and with Lot 4A the value would go up considerably. He said there was a need for more storage. Right now, there isn't security at the impound, so people will come and take car parts. He would be willing to buy the property and lease some of it to the city for an impound. **Greenwood** clarified that the lots were nonconforming, but not illegal. You can build on either lot. **LoForte** requested that the minimum lot size be reduced to 8,000 square feet so that his lot is conforming. **Greenwood** said that was an option. She said that there was an auction process for the impounded cars. There was recently an auction, so that is why there is only three cars there now.

**Baenen** said the lot could have a small business with a building similar to **LoForte's** existing building.

M/**Baenen** S/**Bolin** to amend the motion to recommend to City Council that the city retain Lot 4A, Block 5, North Fill Development Park.

**Bolin** said that he agrees that the impound lot shouldn't be there, but there are not a lot of good options for where it should go. **Bird** said she would like to see proposals. **McGann** said that they can see what is out there for ideas.

Upon voice vote, amendment failed 2-3.

Yea: **Baenen, Bolin**

Nay: **McGann, Pegau, Bird**

Absent: **Roemhildt, Holter**

Upon voice vote, main motion passed 3-2.

Yea: **McGann, Pegau, Bird**

Nay: **Baenen, Bolin**

Absent: **Roemhildt, Holter**



**3/21/18** – At the City Council Regular Meeting, the City Council referred the disposal of Lot 4A back to staff so they could get more information about the impound lot and potential alternative locations:

17. Council action on disposal and method of disposal Lot 4A, Block 5, North Fill

**M/Allison S/Schaefer** to dispose of Lot 4A, Block 5, North Fill Development Park as outlined in CMC 5.22.060 B by requesting sealed proposals to lease or purchase the property.

**Allison** said he knows there is concern about the City impound lot having to be moved but he also thinks it is always worth seeing what kinds of ideas people might have for that lot. **Schaefer** said she agrees with that, wants to hear what other ideas might be out there. **Wiese** asked staff if other lots have been considered for the impound lot.

**M/Guard S/Meyer** to refer to staff until staff can give recommendations for other locations for the impound lot.

**Burton** said it's a great idea to refer until we have a good plan for moving the impound lot.

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

**4/18/18** - At the City Council Regular Meeting, staff provided a recommendation on the current impound lot location versus alternative locations (See Attachment B). The City Council decided to not move forward with the disposal process and suggested that the city begin the process to make the lot 'Not Available.'

**5/8/18** – At the Planning Commission Regular Meeting, the commission passed Resolution 18-03 (Attachment C). Below is a summary of the discussion:

**M/Roemhildt S/Bolin** to approve Resolution 18-03.

**Roemhildt** said that because the amount of city property is minimal on the North Fill, it is probably a good idea to make the lot 'Not Available.' He knows that it could change in the future, but he thinks it is a good idea for now. **Bolin** said he would like to see the impound lot somewhere else, but there are not a lot of options.

**Bird** said that she doesn't understand why some of the options are so difficult. **Greenwood** said that the further it is from town, the more time consuming it is for city staff. The baler does not have a lot of space and the ground is porous so pollutants can drain into the nearby stream. **Stavig** said that the baler area is not owned by the city and is leased from the state. **Greenwood** explained that the vehicles are drained at the city shop before they are brought to the landfill.

**McGann** said he thinks they are kicking the can down the road. The commission has had consensus that the lot is not the best location for the impound lot. By keeping it 'Available' there is the potential for letters of interest. When they get a letter they can weigh the cost of moving the impound lot versus the benefit of the new development. **McGann** said he felt the commission has always been consistent with the land disposal process.

**Roemhildt** said he thought it would be better to have a plan for the area before having the lot 'Available.' **Bolin** said that there could be a better place, but it would take time and money. **Bird** said she dislikes the idea of having the lot as 'Available' if it really isn't. She is leaning towards making it 'Not Available' since someone could submit a letter asking for the lot to be

made ‘Available.’ She thinks they should promote to City Council the idea of moving the impound lot. **Holter** said that the city was strapped for land, so he supported the resolution.

Upon voice vote, resolution passed 4-1.

Yea: **Roemhildt, Bird, Bolin, Holter**

Nay: **McGann**

Absent: **Pegau, Baenen**

### **Map Designations on the 2018 Land Disposal Maps:**

**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.

**V. LEGAL ISSUES:** None currently

**VI. CONFLICTS OR ENVIRONMENTAL ISSUES:** This lot is currently being used by the city as an impound lot. No other sites have been identified to store impounded vehicles.

**VII. SUMMARY AND ALTERNATIVES:** The council could choose to keep the lot ‘Available.’

## ATTACHMENT A



## **ATTACHMENT B**

### **Purpose**

Recommendation for location of impound lot.

### **Background**

The current impound lot is available on the 2018 Land Disposal Maps and a letter of interest has been received. City Council asked that staff to provide a summary of possible locations for the impound lot and a recommendation from these options.

Evidence cars and airport impounds are stored at the police station due to the lack of security at impound lot. Evidence cars must be picked up at the time of arrest. The Streets Department has one employee on call at all time. When the on-call employee gets called out, a second street employee is called to assist with the impound.

Public Safety notifies the Streets Department of abandoned vehicles that need to be picked up. Equipment used to move vehicles to the impound lot include the Freight Liner Tow Truck, a tow dolly, and an axle dolly, and the loader with forks. Two employees are used for safety. After an auction, the street crew hauls the unsold vehicles from the impound lot to the city shop to drain the fluids and remove batteries, and then hauls the vehicles to the landfill.

The city is liable for all vehicles that are impounded until 45 days after initial notice of impoundment. Impounded vehicles can be towed to the impound lot 15 days after tagging. After 45 days, the vehicles can be auctioned and fluids can be drained. Due to expense, advertising, time and tracking requirements, auctions are held quarterly or bi annually depending on the quantity of vehicles and staffing.

### **Locations for the Impound Lot**

#### **Copper River Highway Lot (Next to Eagle Construction)**

#### **Current Use**

The Streets Department uses the property for screening gravel used for miscellaneous drainage projects, potholes and other street related projects. The existing impound lot on the North Fill is 60 feet wide by 110 feet long. To gain that size of space on the Copper River Highway lot, approximately 1,000 yards of rock (100 truckloads) will have to be moved. There is a possibility some blasting or hammering may be needed to level the ground. The Public Works Department estimates this would cost between \$15,000 and \$20,000 dollars to contract out and have the area prepared for fencing.

#### **Pros**

- Possible that new public safety building would include an impound lot
- Auction easily held at site
- Close to town

#### **Cons**

- Collection of junk cars unsightly
- Substantial cost involved to prepare lot, fencing and security
- Lot reserved for future public safety building

- Loss of screening area for Street Department
- Impounded cars would be an attractant

## **17 Mile Landfill**

### Current Use

ADEC has stated that the Mile 17 landfill could be used for an impound lot with conditions. The cars would have to be stored in such a state that the vehicles would not leak fluids or cause any other environmental concerns. Personnel present at the landfill is intermittent during the work week; most of the time the area is unmanned. Access to the landfill is difficult to control and the gate is a weak deterrent. In the recent past, the landfill building has been broken into, signs and scrap metal have been shot, the gate has been pulled down with a vehicle, vandalism has occurred, and landfill material has removed.

### Pros

- Large area
- ADEC approves with conditions
- Possible to have vehicle stripped by auction buyer at site
- Out of sight of public
- Hauling of impounded vehicles could be reduced

### Cons

- Security would have to be improved- Limited manned hours-isolated area
- Abandoned vehicles would provide an attractant
- Site will have to be monitored-limited employee presence
- ADEC will monitor on annual inspections and there could be possible changes and/or additional requirements from ADEC
- Viewing prior to auction would require additional man power from public safety
- Auction on site-bidder would have to remove car and bring back or if vehicles were stripped on site additional city personal time at landfill would be required
- Out of town - Police staff would not have the ability to “run” to impound lot to answers questions or check status of vehicle
- Draining fluids and preparing vehicle for disposal at landfill would require additional equipment & mechanic time
- Vandalism could allow fluids to leak causing possible violations of ADEC requirements.
- Auctions cannot occur and fluids cannot be removed from impounded cars until day 46 making it difficult to adhere to ADEC requirements
- Auctions would have to be timely increasing cost and personal time to public safety

## **Baler**

### Current Use

This lot is leased from the state and is used as a transfer site for refuse, C&D, and other large items. Lot is used for storing roll off containers, dumpsters, recycling dumpsters, web recycling van, refrigerators with Freon. A portion of the lot is used for snow storage in the winter. The site serves as a public drop off for household trash, household appliances and C&D

### Pros

- Closer to town then 17 mile

- ADEC approves with conditions
- Closer to city shop
- Auction easily held at site

#### Cons

- Abandoned vehicles would be an attractant
- ADEC will monitor on annual inspections and there could be possible changes and/or additional requirements from ADEC
- Limited space
- Auctions cannot occur and fluids cannot be removed from impounded cars until day 46 making it difficult to adhere to ADEC requirements
- Auctions would have to be timely increasing cost and personal time to public safety

### **Harbor Loop Recycle Lot**

#### Current Use

A portion of the lot is used for vehicle and recreational boat trailer parking. A portion of the lot is leased by the Copper River Watershed Project and currently only city recycle containers are located on that portion of the lot.

#### Pros

- In town
- Similar security level as impound lot
- Auction easily held at site

#### Cons

- Commercial district impound lot does not meet zoning intent
- Vehicle and recreational boat trailer parking would be loss
- Concern from commercial business owners
- Limited storage and access (with lease lot)
- Collection of junk cars unsightly

### **Waste Water Treatment Plant**

#### Current Use

Location of equipment and facilities to treat the city of Cordova's effluent. Storage of pipes and other apprentices for water and sewer lines is also on this site.

#### Pros

- Some security
- Closer to town than Mile 17
- Close to city shop

#### Cons

- Impound cars would be an attractant
- Non-authorized personal are not allowed at waste water plant, cars would have to be moved for auction

- Space is limited storage area and facilities need to be accessed at all time
- Security is limited to a gate. Access around gate, tidelands and through forest is available
- Waste water plant is not permitted with ADEC. Impounded vehicles and potential increase in unauthorized people may jeopardize permit

#### **Mile 4 Substation**

This property is not an option due to the lot size, topography and State highway right of way. The building and training area are located on most of buildable property. The front property line is about 10 to 15 feet from the front of the building.

#### **Impound Lot**

##### Current Use

The site is currently used as the impound lot and there is a Conex for storage of bikes and other miscellaneous items. It is in waterfront industrial zone district.

##### Pros

- Close to police station
- Some security being in a populated area
- Current use is impound lot
- Auction easily held at site

##### Cons

- Lot could be developed by business
- Collection of junk cars unsightly

#### **Summary**

The baler, waste water treatment plant and the landfill are ADEC permitted sites and are essential to city functions. Potential increase due to having the impound vehicles at these locations are not worth jeopardizing or adding additional requirements to the current city permits.

The Copper River Highway lot would need substantial improvement. If the proceeds from the sale of the impound lot were to be used it would require a Permanent Fund transfer and vote of council.

Using the Harbor Loop Recycle Lot as an impound lot is not conducive to promoting a commercial district.

#### **Recommendation**

Staff recommend the impound lot remain where it is and be designated as not available on the land disposal maps. Adding permanent fencing, motion lights or other types of deterrents would be helpful to reduce liability concerns for the city and the removal of parts prior to the auction. Improved security at the impound lot will help increase the amount of revenue generated from the auction. Auction proceeds could help offset the cost of these improvements.

**ATTACHMENT C**

**CITY OF CORDOVA, ALASKA  
PLANNING COMMISSION  
RESOLUTION 18-03**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CORDOVA,  
ALASKA, RECOMMENDING THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA  
THAT LOT 4A, BLOCK 5, NORTH FILL DEVELOPMENT PARK BE UPDATED TO 'NOT  
AVAILABLE' ON 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(D): *The city manager shall refer an application from a qualified applicant 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 application for review by the planning commission not later than its next regular meeting; and*

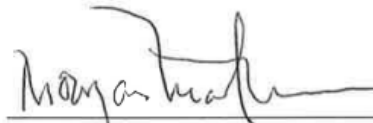
**WHEREAS**, the City of Cordova's Planning Commission has determined that Lot 4A, Block 5, North Fill Development Park should be designated as 'Not Available' on the 2018 Land Disposal Maps because it is used by the City of Cordova as an impound lot; and

**WHEREAS**, the City of Cordova's Planning Commission has determined that updating the 2018 Land Disposal Maps at this time to make Lot 4A, Block 5, North Fill Development Park 'Not Available' is important to maintain consistency with land disposal process; and

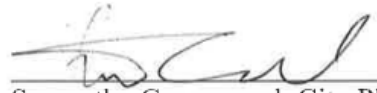
**WHEREAS**, having updated maps will benefit the citizens of Cordova by providing maps for public review.

**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 that Lot 4A, Block 5, North Fill Development Park be updated to 'Not Available' on the 2018 Land Disposal Maps.

**PASSED AND APPROVED THIS 8<sup>TH</sup> DAY OF MAY, 2018**

  
\_\_\_\_\_  
Tom McGann, Chair

ATTEST:

  
\_\_\_\_\_  
Samantha Greenwood, City Planner





**AGENDA ITEM 7**  
**City Council Meeting Date: 5/16/2018**  
**CITY COUNCIL COMMUNICATION FORM**

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**FROM:** Susan Bourgeois, City Clerk  
**DATE:** 5/2/2018  
**ITEM:** Council option to protest Liquor License Application  
**NEXT STEP:** Approval of Consent Calendar

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☐ ORDINANCE  
☒ MOTION

☐ RESOLUTION  
☐ INFORMATION

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- I. **REQUEST OR ISSUE:** A Cordova business owner has applied for a new Liquor License with the State through the AMCO (Alcohol and Marijuana Control Office). Her application in its entirety is attached here.
- II. **RECOMMENDED ACTION / NEXT STEP:** Council action to protest the application or waive right to protest.
- III. **FISCAL IMPACTS:** Finance staff has advised Council that said business has been 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 this license.

Baja Taco has a current active liquor license for restaurant/eating place – public convenience - #4786. The difference between the type she has now and the type of license she is applying for is as follows: Under AS 04.11.400(a)(1), a new license may not be issued and the board may prohibit relocation of an existing license outside an organized borough if, after issuance or relocation, there would be more than one restaurant/eating place license per population of 1,500 people (or a fraction of that). However, AS 04.11.400(g) allows for a license to be issued without regard to population limitations if the board finds that issuance or transfer of the license is necessary for

***“public convenience”.***

One of the requirements to apply for a license without regard to populations is to show community support by obtaining a majority of signatures from residents 21 and over who live within one mile of the proposed premises. However, a license issued for public convenience ***cannot be transferred***, and ***renewal of that license can be denied if the license ceases to be necessary for public convenience*** (according to either the ABC Board upon renewal and/or the local governing body).

There are no differences in how the two types of licenses are operated. They are both restaurant/eating place licenses as defined by AS 04.11.100.

Baja Taco has been renewing its “public convenience” restaurant/eating place license for many years but this year the owner became aware of the fact that Cordova only had one active “restaurant/eating place” license when it was allowed by population to have two. Therefore, she is trying to get that type of license which is more beneficial to the owner, her other active license would be surrendered if she receives this one.

- V. **LEGAL ISSUES:** Attached are the pertinent statutes that I have referenced in this memo.
- 1) AS 4.11.400(a)(1)
  - 2) AS 4.11.400(g)
  - 3) AS 4.11.100
  - 4) AS 4.11.480

- VII. **SUMMARY AND ALTERNATIVES:** Suggested motion is to move to waive Council's right to protest approval of liquor license #5653 restaurant/eating place for Baja Taco LLC dba Baja Taco.

Deadline to protest is 60 days from receipt of letter from DCCED, AMCO – which was received on May 1 (therefore, Council must act by June 30, 2018).



THE STATE  
of **ALASKA**  
GOVERNOR BILL WALKER

Department of Commerce, Community,  
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE

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

Anchorage, AK 99501

Main: 907.269.0350

May 1, 2018

City of Cordova

Attn: Susan Bourgeois

VIA Email: [cityclerk@cityofcordova.net](mailto:cityclerk@cityofcordova.net)

<b>License Type:</b>	Restaurant/Eating Place	<b>License Number:</b>	5653
<b>Licensee:</b>	Baja Taco LLC		
<b>Doing Business As:</b>	Baja Taco		

☒ **New Application**

☐ **Transfer of Ownership Application**

☐ **Transfer of Location Application**

☐ **Transfer of Controlling Interest Application**

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

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

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

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

Sincerely,

Erika McConnell, Director

[amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)



Alaska Alcoholic Beverage Control Board

## Form AB-00: New License Application

### What is this form?

This new license application form is required for all individuals or entities seeking to apply for a new liquor license. Applicants should review Title 04 of Alaska Statutes and Chapter 304 of the Alaska Administrative Code. All fields of this form must be completed, per AS 04.11.260 and 3 AAC 304.105.

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

### Section 1 – Establishment and Contact Information

Enter information for the business seeking to be licensed.

Licensee:	BAJA TACO LLC				
License Type:	RESTAURANT / EATING PLACE	Statutory Reference:	AS 04.11.100		
Doing Business As:	BAJA TACO				
Premises Address:	137 HARBOR LOOP Rd				
City:	Cordova	State:	AK	ZIP:	99574
Local Governing Body:	Cordova				
Community Council:					

Mailing Address:	PO Box 23				
City:	Cordova	State:	AK	ZIP:	99574

Designated Licensee:	ANDRA DOLL				
Contact Phone:	907-253-5599	Business Phone:	907-424-5599		
Contact Email:	Andradoll23@yahoo.com				

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

OFFICE USE ONLY					
Complete Date:	5/1/2018	License Years:		License #:	5653
Board Meeting Date:	6/12/2018	Transaction #:	66870		
Issue Date:		BRE:	TJ2		







Alaska Alcoholic Beverage Control Board

## Form AB-00: New License Application

### Section 2 – Premises Information

Premises to be licensed is:



an existing facility



a new building



a proposed building

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

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

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

### Section 3 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 4.

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

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

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	





Alaska Alcoholic Beverage Control Board

## Form AB-00: New License Application

### Section 4 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 5.

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

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

Entity Official:	ANDRA DOLL				
Title(s):	MANAGING MEMBER	Phone:	907-253-5599	% Owned:	100%
Address:	PO Box 23				
City:	Cordova	State:	AK	ZIP:	99574

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

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

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







Alaska Alcoholic Beverage Control Board

**Form AB-00: New License Application**

This subsection must be completed by any applicant that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC) and have a registered agent who is an individual resident of the state of Alaska.

DOC Entity #:	10018779	AK Formed Date:	2/14/2014	Home State:	ALASKA
Registered Agent:	ANDRA DOLL	Agent's Phone:	907-253-5599		
Agent's Mailing Address:	PO BOX 23				
City:	Cordova	State:	AK	ZIP:	99574

Residency of Agent:

Yes No

Is your corporation or LLC's registered agent an individual resident of the state of Alaska?

☒ ☐

**Section 5 – Other Licenses**

Ownership and financial interest in other alcoholic beverage businesses:

Yes No

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

☒ ☐

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

ANDRA DOLL CURRENTLY HAS 4786 RESTAURANT/EATING PLACE PUBLIC CONVENIENCE LICENSE. UPON ISSUANCE OF THIS NEW LICENSE, ANDRA DOLL WOULD SURRENDER THE OLD LICENSE.

**Section 6 – Authorization**

Communication with AMCO staff:

Yes No

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

☐ ☒

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







Alaska Alcoholic Beverage Control Board

Form AB-00: New License Application

Section 7 – Certifications

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

Initials

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



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



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



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



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



As an applicant for a liquor license, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Andra Doll

Printed name of licensee

Signature of Notary Public

Shannon L. Mallory

Notary Public in and for the State of Alaska

My commission expires: 03 26 2019

Subscribed and sworn to before me this 26 day of February, 2018.







## Alaska Alcoholic Beverage Control Board

# Form AB-02: Premises Diagram

### What is this form?

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

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

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

Yes No

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

☐☒

## Section 1 – Establishment Information

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

Licensee:	BAJA TACO LLC	License Number:			
License Type:	RESTAURANT / EATING PLACE				
Doing Business As:	BAJA TACO				
Premises Address:	137 HARBOR LOOP Rd				
City:	Cordova	State:	AK	ZIP:	99574

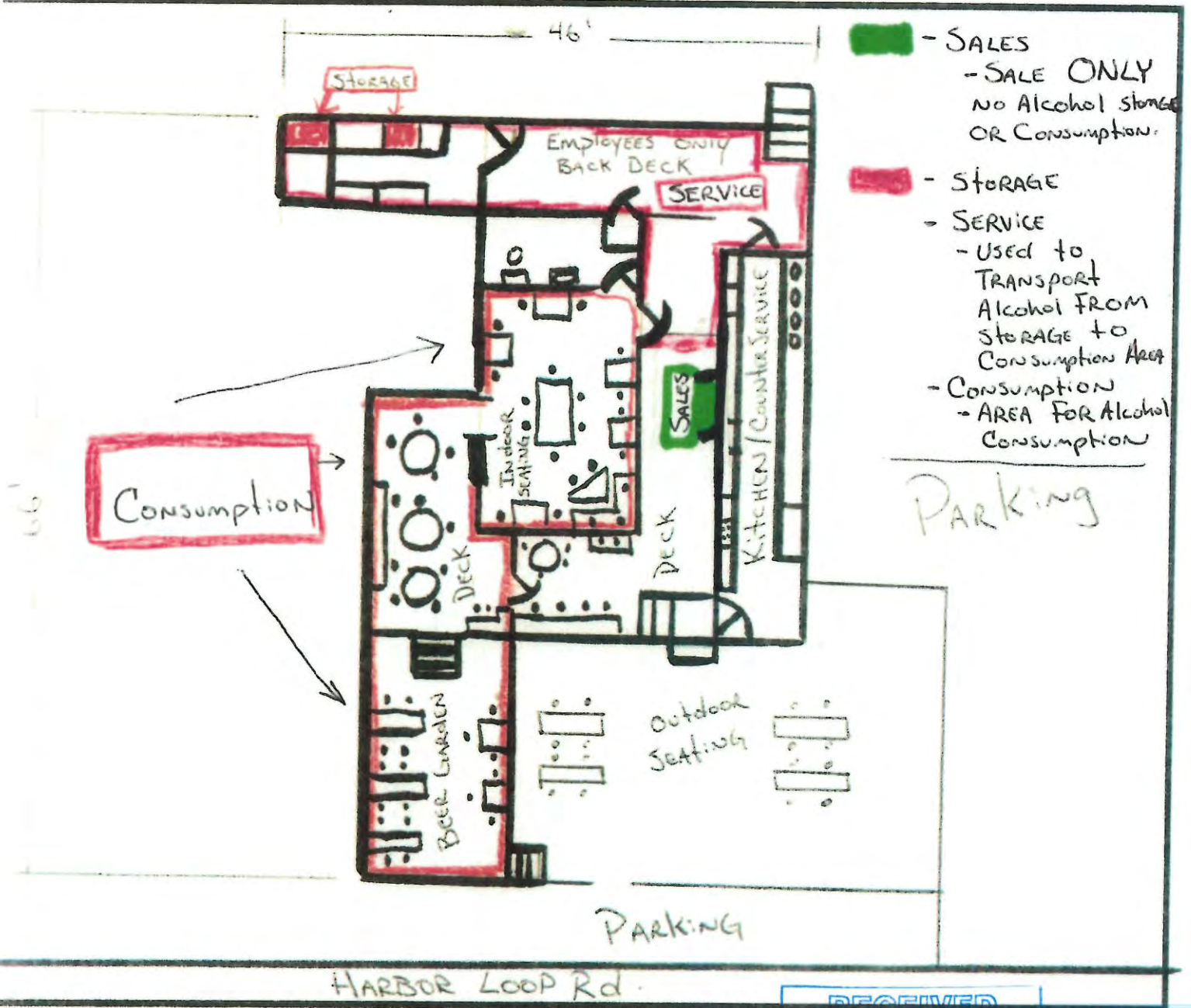


## Alaska Alcoholic Beverage Control Board

### Form AB-02: Premises Diagram

#### Section 2 – Detailed Premises Diagram

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







Alaska Alcoholic Beverage Control Board

## Form AB-03: Restaurant Designation Permit Application

### What is this form?

A restaurant designation permit application is required for a licensee desiring designation under 3 AAC 304.715 – 3 AAC 304.795 as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049. Designation will be granted only to a holder of a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license, and only if the requirements of 3 AAC 304.305, 3 AAC 304.725, and 3 AAC 304.745, as applicable, are met. A **detailed floor plan** of the proposed designated and undesignated areas of the licensed business and a **menu** or expected menu listing the meals to be offered to patrons must accompany this form. Applicants should review AS 04.16.049 – AS 04.16.052 and 3 AAC 304.715 – 3 AAC 304.795. All fields of this form must be completed. The required \$50 permit fee may be made by credit card, check, or money order.

### Section 1 – Establishment Information

Enter information for licensed establishment.

Licensee:	BATA TACO LLC				
License Type:	RESTAURANT / EATING PLACE	License Number:	AS 04.11.100		
Doing Business As:	BATA TACO				
Premises Address:	137 HARBOR LOOP Rd				
City:	Cordova	State:	AK	ZIP:	99574
Contact Name:	ANDRA DOLL	Contact Phone:	907.253.5599		

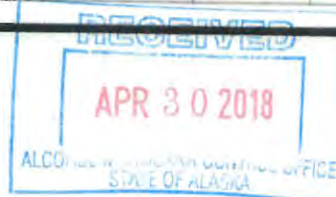
### Section 2 – Type of Designation Requested

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

- ☒ Dining after standard closing hours: AS 04.16.010(c)
- ☒ Dining by persons 16 – 20 years of age: AS 04.16.049(a)(2)
- ☒ Dining by persons under the age of 16 years, accompanied by a person over the age of 21: AS 04.16.049(a)(3)
- ☒ Employment for persons 16 or 17 years of age: AS 04.16.049(c)

NOTE: Under AS 04.16.049(d), this permit is not required to employ a person 18 - 20 years of age.

OFFICE USE ONLY					
Issue Date:		Transaction #:	66870	BRE:	TJZ







## Alaska Alcoholic Beverage Control Board

**Form AB-03: Restaurant Designation Permit Application****Section 3 – Additional Information**

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

Monday - Sunday 7AM - 9PM

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

Yes

☐

No

☒

If "Yes", describe the entertainment offered or available:

Food and beverage service offered or anticipated is:

☐

table service

☐

buffet service

☒

counter service

☒

other

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

ALL FOOD AND BEVERAGES ARE ORDERED AND RECEIVED AT COUNTER EXCEPT ALCOHOLIC BEVERAGES (BEER AND WINE), WHICH ARE ORDERED AT COUNTER AND DELIVERED TO CUSTOMER'S TABLE, IN THE DESIGNATED AREA, BY AN EMPLOYEE 21 YR OF AGE OR OLDER.

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

Yes

☒

No

☐

Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the third page of this form.

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

Yes

☐

No

☒

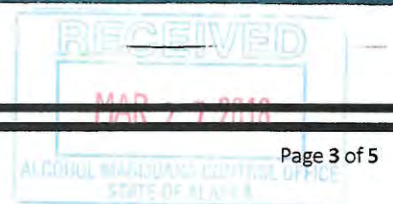
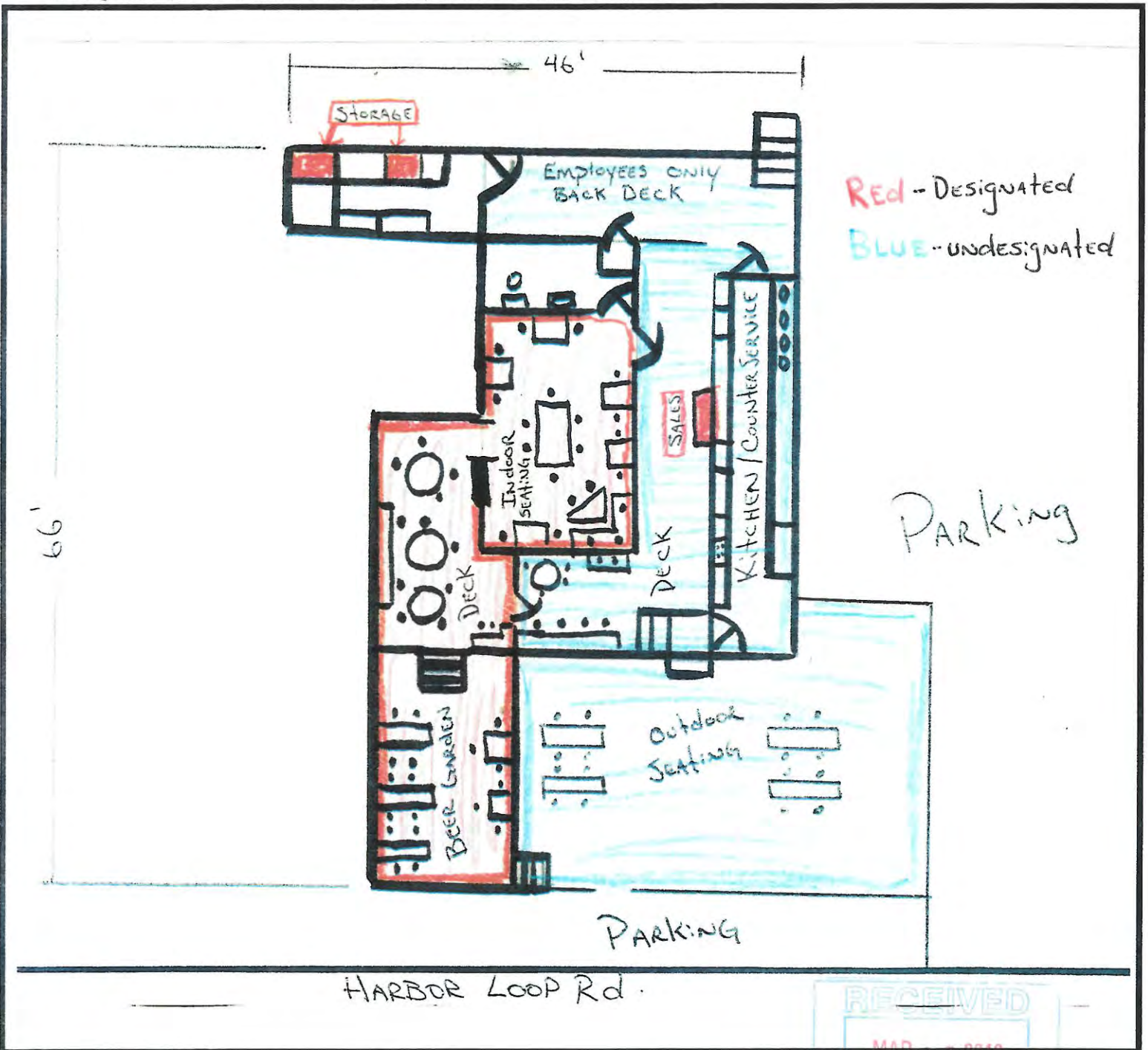


Alaska Alcoholic Beverage Control Board

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

**Section 4 – Detailed Floor Plan**

Provide a detailed floor plan that meets the requirements listed in Form AB-02 and clearly indicates the proposed designated and undesignated areas of the licensed business for purposes of this permit application.







## Alaska Alcoholic Beverage Control Board

**Form AB-03: Restaurant Designation Permit Application****Section 5 – Certifications and Approvals**

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

Initials

I have included with this form a detailed floor plan of the proposed designated and undesignated areas of the licensed business for purposes of this application. I understand that this diagram is different than my licensed premises diagram.



I have included with this form a menu, or an expected menu, listing the meals to be offered to patrons.



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



I declare under penalty of perjury that this form, including all attachments and accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Andra Doll

Printed name of licensee

Signature of Notary Public

Notary Public in and for the State of AlaskaMy commission expires: 5/18/18Subscribed and sworn to before me this 22nd day of March, 2018.

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

Approved Disapproved



Signature of local government official

Date

Printed name of local government official

Title



Alaska Alcoholic Beverage Control Board

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

**AMCO Enforcement Review:**

\_\_\_\_\_  
Signature of AMCO Enforcement Supervisor

\_\_\_\_\_  
Printed name of AMCO Enforcement Supervisor

**Enforcement Recommendations:**

**AMCO Director Review:**

Approved Disapproved

☐

☐

\_\_\_\_\_  
Signature of AMCO Director

\_\_\_\_\_  
Printed name of AMCO Director

\_\_\_\_\_  
Date

**Limitations:**



## MEALS

served w/ beans & rice  
OR chips and salsa

<b>Taco Plate</b>	13.00
Choice of two tacos	
<b>Fish Taco Plate</b>	15.00
Two catch of the day tacos	
<b>Halibut Taco Plate</b>	20.00
Two halibut tacos	
<b>Tamale Plate</b>	13.00
Two tamales	
<b>Tamaco Plate</b>	13.00
Tamale & taco	
<b>Combo Plate</b>	18.25
Burrito grande & taco	
<b>Chicken Mole Plate</b>	14.50
Shredded chicken w/ mole sauce, tortillas, & chips	

## KIDS

<b>Quesadilla</b>	3.50
Crisp tortilla with mixed cheese.	
<b>Kids Burrito</b>	3.75
Beans and mixed cheese.	
<b>Bean &amp; Rice Cup</b>	3.50
Beans and rice topped with mixed cheese.	
<b>Cheese Nachos</b>	6.25
Plain chips and melted cheese.	

## SIDES

<b>Rice OR Beans</b>	3.50
<b>Chips &amp; Salsa</b>	4.75
<b>Salsa</b>	.75
<b>Sour Cream</b>	1.00
<b>Chips &amp; Guacamole</b>	4.75
<b>Guacamole</b>	3.25
<b>Cookies</b>	2.50
<b>Muffins</b>	2.75

## ESPRESSO

	<u>8oz</u>	<u>12oz</u>	<u>16oz</u>
Americano	1.75	2.50	2.75
Latte	3.00	4.00	4.50
Cappuccino	3.00	4.00	4.50
Mocha	3.50	4.50	5.00
Chai	3.00	4.00	4.50
Drip	1.75	2.00	2.25
Hot Cocoa	2.25	2.75	3.50
Steamer	2.25	2.75	3.50
Hot Tea	1.75	2.00	2.25

Xtra Shot .75 / Flavors .50 / Soy Milk .75

## SHAKES

<b>Milkshake</b>	sm 5.25/ lg 6.50
Chocolate, Strawberry, Vanilla, Espresso, Oreo, Chocolate Chip, Peanut Butter, Banana, Coconut, Mango, Pineapple, Mint, Blueberry, Carmel, Malt, Chiltepin	
<b>Fruit smoothie</b>	sm 5.75/ lg 7.00
Strawberry, Banana, Blueberry, Pineapple, Mango, Scoop of Ice cream w/ Apple OR Orange Juice	

## BEVERAGES

<b>Soda</b>	2.00
<b>Homemade Lemonade</b>	2.75
<b>Arnold Palmer</b>	2.75
<b>Iced Tea</b>	2.25
<b>Kerns</b>	2.50
<b>Milk or Juice Box</b>	1.50
<b>Orange Juice</b>	2.50
<b>Root Beer Float</b>	5.25
<b>Wine</b>	glass 6.25/bottle 20.75
<b>Beer</b>	sm 6.25/lg 10.75

OPEN DAILY



AUTHENTIC  
MEXICAN FOOD  
& ESPRESSO BAR  
424-5599





## BREAKFAST

Served till 5pm

<b>Breakfast Burrito</b>	<b>10.00</b>
Fried potatoes, eggs, mixed cheese, red and green salsa, and sour cream.	
<b>Huevos Rancheros</b>	<b>12.50</b>
2 fried eggs stacked up on tortillas with beans, mixed cheese, red and green salsa, and sour cream.	
<b>Huevos Mexicanos</b>	<b>12.50</b>
2 eggs scrambled with onions and green peppers then topped with cheese. Served with beans, rice, salsa, sour cream, and tortillas.	
<b>Migas</b>	<b>12.50</b>
2 eggs scrambled with red salsa and tortilla chips then topped with mixed cheese and green salsa. Served with beans, rice, and tortillas.	
<b>Breakfast Bowl</b>	<b>7.50</b>
A bowl layered with rice, beans, mixed cheese, 1 fried egg, and red salsa.	
<b>Breakfast Taco</b>	<b>4.75</b>
1 scrambled egg, beans, red salsa.	
<b>Homemade Granola w/ yogurt</b>	<b>6.75</b>
Homemade with oats, nuts, seeds, and honey. Served w/ fruit and yogurt.	
<b>Add Salmon or Reindeer Sausage to any breakfast entree</b>	<b>3.50</b>



## TACOS

<b>Beef Taco</b>	<b>4.75</b>
Seasoned ground beef, mixed cheese, shredded cabbage, red salsa, and sour cream.	
<b>Chicken Taco</b>	<b>4.75</b>
Seasoned shredded chicken, red and green salsa, and shredded cabbage.	
<b>Fish Taco</b>	<b>5.75</b>
Our catch of the day, beer battered and fried. Topped with green salsa, chipotle mayo, and shredded cabbage.	
<b>Halibut</b>	<b>8.25</b>

## BURRITOS

<b>Burrito Grande</b>	<b>10.00</b>
Your choice of seasoned ground beef or shredded chicken, beans, mixed cheese, shredded cabbage, red and green salsa, and sour cream.	
<b>Shredded Chicken Burrito</b>	<b>10.00</b>
Seasoned shredded chicken, red and green salsa, and shredded cabbage.	
<b>Fish Burrito</b>	<b>15.00</b>
Our catch of the day, beer battered and fried with black beans, mixed cheese, shredded cabbage, green salsa, chipotle mayo, and sour cream. Rolled and smothered with green salsa and mixed cheese.	
<b>Halibut</b>	<b>20.00</b>
<b>Bean &amp; Rice Burrito</b>	<b>8.75</b>
Beans, rice, mixed cheese, shredded cabbage, red and green salsa, and sour cream.	

<b>Enchilada</b>	<b>11.00</b>
Giant, burrito sized. Stuffed with your choice of seasoned ground beef OR shredded chicken, mixed cheese, enchilada sauce, and sour cream. Rolled and smothered with more enchilada sauce and mixed cheese.	

## QUESADILLAS

<b>Veggie Mex</b>	<b>7.75</b>
Crisp tortilla, mixed cheese, shredded cabbage, red and green salsa, and sour cream	

<b>Veggie Mex w/Fish</b>	<b>11.75</b>
Crisp tortilla, our catch of the day, beer battered and fried, mixed cheese, shredded cabbage, green salsa, chipotle mayo, and sour cream.	

<b>Halibut</b>	<b>16.25</b>
----------------	--------------

<b>Chicken Quesadilla</b>	<b>8.25</b>
Crisp tortilla, mixed cheese, seasoned shredded chicken, red and green salsa, and sour cream.	

<b>Sautéed Veggie Quesadilla</b>	<b>8.25</b>
Veggie medley sauteed in a ginger soy sauce served on a crisp tortilla with mixed cheese.	

<b>Chicken Fajita</b>	<b>8.25</b>
Chicken strips sauteed with onions and bell peppers served on a crisp tortilla with mixed cheese.	

## MORE

<b>Enchilada Bowl</b>	<b>7.50</b>
A bowl layered with rice, beans, your choice of seasoned ground beef OR shredded chicken, mixed cheese, enchilada sauce, and sour cream.	

<b>Taco Salad</b>	<b>13.00</b>
A bed of shredded cabbage, stacked with mixed cheese, seasoned ground beef OR shredded chicken, red and green salsa, and sour cream. Served with chips and tortillas.	

<b>Nachos the Works</b>	<b>14.75</b>
Corn chips piled high with beans, seasoned ground beef OR shredded chicken, mixed cheese, jalapenos, red and green salsa, and sour cream.	

<b>Half Order</b>	<b>10.00</b>
-------------------	--------------

<b>Nachos</b>	<b>8.25</b>
Just corn chips, mixed cheese, and jalapenos.	

<b>Tamale</b>	<b>4.75</b>
Choice of shredded pork or beef.	

**Make it a plate for an additional 3.50 and enjoy beans & rice OR chips and salsa with your meal.**

**Brown rice additional .75 cents**

**\*\* TORTILLA OPTIONS: flour OR corn \*\* FISH OPTIONS: beer battered and fried OR grilled \*\* BEAN OPTIONS: black OR pinto\*\***



gambling, the board

- (1) may suspend the license or permit; and
- (2) shall suspend the license or permit for a period of at least 30 days if the offense is the person's second or subsequent violation of AS 05.15 related to gambling.

**Article 05. RESTRICTIONS ON ISSUANCE AND TRANSFER OF LICENSES**

**Sec. 04.11.390. Residence requirements. [Repealed, Sec. 19 ch 74 SLA 1999].**

Repealed or Renumbered

**Sec. 04.11.395. Board imposed conditions or restrictions.**

The board may, in the best interests of the public, impose conditions or restrictions on a license or permit issued under this chapter.

**Sec. 04.11.400. Population limitations.**

(a) Except as provided in (d) - (k) of this section, a new license may not be issued and the board may prohibit relocation of an existing license

(1) outside an established village, incorporated city, unified municipality, or organized borough if, after the issuance or relocation, there would be (A) more than one restaurant or eating place license for each 1,500 population or fraction of that population, or (B) more than one license of each other type, including licenses that have been issued under (d) or (e) of this section, for each 3,000 population or fraction of that population, in a radius of five miles of the licensed premises, excluding the populations of established villages, incorporated cities, unified municipalities, and organized boroughs that are wholly or partly included within the radius;

(2) inside an established village, incorporated city, or unified municipality if, after the issuance or relocation, there would be inside the established village, incorporated city, or unified municipality

(A) more than one restaurant or eating place license for each 1,500 population or fraction of that population; or

(B) more than one license of each other type, including licenses that have been issued under (d) or (e) of this section, for each 3,000 population or fraction of that population;

(3) inside an organized borough but outside an established village or incorporated city located within the borough if, after the issuance or relocation, there would be inside the borough, but outside the established villages and incorporated cities located within the borough,

(A) more than one restaurant or eating place license for each 1,500 population or fraction of that population; or

(B) more than one license of each other type, including licenses that have been issued under (d) or (e) of this section, for each 3,000 population or fraction of that population excluding the population of those established villages that have adopted a local option under AS 04.11.491(b)(1), (3), or (4), and excluding the population of incorporated cities located within the organized borough.

(b) If the radius described in (a)(1) of this section encompasses all of an established village, incorporated city, or unified municipality and the population resident inside and outside the established village, incorporated city, or unified municipality but inside the radius described in (a)(1) of the section is less than 3,000, the board may deny the issuance or relocation of the license.

(c) [Repealed, Sec. 88 ch 74 SLA 1985].

(d) The board may approve the issuance or transfer of ownership of a beverage dispensary or restaurant or eating place license without regard to (a) of this section if it appears that the issuance or transfer will encourage the tourist trade by encouraging the construction or improvement of

(1) a hotel, motel, resort, or similar business relating to the tourist trade with a dining facility or having kitchen facilities in a majority of its rental rooms and at least a minimum number of rental rooms required according to the population of the established village, incorporated city, unified municipality, or population area established under (a) of this section in which the facility will be located, as follows:

- (A) 10 rental rooms if the population is less than 1,501;
- (B) 20 rental rooms if the population is 1,501 - 2,500;
- (C) 25 rental rooms if the population is 2,501 - 5,000;
- (D) 30 rental rooms if the population is 5,001 - 15,000;
- (E) 35 rental rooms if the population is 15,001 - 25,000;
- (F) 40 rental rooms if the population is 25,001 - 50,000;

and

(G) 50 rental rooms if the population is greater than 50,000; or

(2) an airport terminal.

(e) The board may approve the issuance or transfer of ownership of a restaurant or eating place license without regard to (a) of this section if

(1) the premises of the restaurant or eating place are more than 18 miles from the corporate limits of a city or unified municipality;

(2) the premises will serve food to the traveling public; and

(3) the board finds that the public convenience will be served by the issuance or transfer.

(f) An application requesting a transfer of location of licensed premises limited under (a) or (b) of this section shall be granted without regard to (a) of this section if the new location is less than one mile from the original location and

(1) no ground for denial exists under AS 04.11.340(1) or (3); and

(2) relocation of the licensed premises is necessary due to

(A) termination of a lease or rental agreement;

(B) condemnation of the premises;

(C) the substantial destruction of the premises by any cause.

(g) The board may approve the issuance or transfer of ownership of a restaurant or eating place license in a municipality without regard to (a) of this section if the board finds that issuance or transfer of the license is necessary for the public convenience.

(h) Except as provided in (f) of this section, within an incorporated city, unified municipality or an organized borough, a new club license may be issued, and the relocation of an existing club license may be approved by the board if

(1) the issuance or relocation of club licenses under the population limitation contained in (2) of this subsection has been approved by resolution adopted by the incorporated city, unified municipality, or organized borough within which the club license is to be issued or relocated; and

(2) after issuance or relocation there would not be, inside the incorporated city or unified municipality, or inside the organized borough but outside the incorporated cities located within the borough, more than one club license for each 1,500 population or fraction of 1,500 population.

(i) This section does not apply to a golf course license issued under AS 04.11.115.

(j) The board may approve the issuance of an outdoor recreation lodge license without regard to (a) of this section if it appears that the issuance will encourage the tourist trade by encouraging the construction or improvement of a business relating to the tourist trade and the business meets the requirements for issuance of the license under AS 04.11.225.

(k) The board may allow the relocation of an existing beverage dispensary license under AS 04.11.090 to a restaurant, eating place, or

system shall be designed to prevent the removal of the key unless the refrigerated unit is locked. Except for the licensee, or an agent or employee of the licensee, a key or combination enabling a person to obtain alcoholic beverages stocked in a guest room may only be provided to a guest who occupies the room and who is 21 years of age or older. The board shall issue a permit to each licensee authorized to stock alcoholic beverages under this subsection and may by regulation impose an administrative fee for the cost of issuing the permit.

**Sec. 04.11.100. Restaurant or eating place license.**

(a) A restaurant or eating place license authorizes a restaurant or eating place to sell beer and wine for consumption only on the licensed premises.

(b) A license may be issued under this section only if the board determines that the premises to be licensed are a bona fide restaurant or eating place.

(c) A license may be issued under this section only if the sale and service of food and alcoholic beverages and any other business conducted on the licensed premises of the restaurant or eating place is under the sole control of the licensee.

(d) The biennial fee for a restaurant or eating place license is \$600.

(e) A license may be renewed under this section only if the licensee provides evidence to the board's satisfaction that gross receipts from the sale of food upon the licensed premises constitute no less than 50 percent of the gross receipts of the licensed premises for each of the two preceding calendar years.

(f) Notwithstanding the provisions of (b) of this section, upon written application and approval of the local governing body, the board may renew a restaurant or eating place license and exempt the licensee from the requirements of (b) of this section if the license was issued under the provisions of this subsection before October 1, 1996. The board may not

(1) renew a license as provided under this subsection if

(A) the renewal would result in more than one exempt restaurant or eating place license for every 10 restaurant or eating place licenses allowed under the provisions of AS 04.11.400(a)(2) or (3);

(B) the premises would be located in a building having a public entrance within 200 feet of the boundary line of a school or a church building in which religious services are being regularly conducted; for purposes of this subparagraph, the 200-foot prohibition is measured from the outer boundary line of the school or the public entrance of the church building by the shortest pedestrian route to the nearest public entrance of the restaurant or eating place; or

(2) transfer an exempt license issued under this subsection to another person.

(g) A restaurant or eating place licensee

(1) operating under a license issued under (f) of this section shall offer a full-service menu of food items available to the public during all times that beer or wine is served or consumed; the menu must be approved by the board;

(2) may only provide entertainment on the licensed premises between the hours of 3:00 p.m. and 11:00 p.m. unless approved by the director after written request by the licensee for a specific occasion; in this paragraph, "entertainment" includes dancing, karaoke, live performances, or similar activities, but does not include recorded or broadcast performances without live participation.

**Sec. 04.11.110. Club license.**

(a) A club license authorizes a club or organization to sell alcoholic beverages for consumption only on the licensed premises.

(b) A club license may only be issued to a club, fraternal

reasons for the objection. The board shall consider the objections and testimony received at a hearing conducted under [AS 04.11.510\(b\)\(2\)](#) when it considers the application. An objection and the record of a hearing conducted under [AS 04.11.510\(b\)\(2\)](#) shall be retained as part of the board's permanent record of its review of the application.

**Sec. 04.11.480. Protest.**

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

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

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

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

**Regular City Council Meeting**  
**April 18, 2018 @ 7:00 pm**  
**Cordova Center Community Rooms A & B**  
**Minutes**

**A. Call to order**

**Vice Mayor David Allison** called the Council regular meeting to order at 7:00 pm on April 18, 2018, in the Cordova Center Community Rooms.

**B. Invocation and pledge of allegiance**

**Vice Mayor Allison** led the audience in the Pledge of Allegiance.

**C. Roll call**

Present for roll call were Council members **Ken Jones, Melina Meyer, Anne Schaefer, David Allison** and **James Wiese**. Council member **Jeff Guard** was present via teleconference. **Mayor Clay Koplin** and Council member **James Burton** were absent. Also present were City Attorney **Holly Wells** and City Clerk **Susan Bourgeois**.

**D. Approval of Regular Agenda**

**M/Jones S/Wiese** 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 - none

3. Chairpersons and Representatives of Boards and Commissions

**Scot Mitchell** of CCMC reported that: 1) there is a board vacancy and there are 2 applicants so far, the board will interview them at the next meeting; 2) auditors were on site last week gathering materials for 2017 financial audit; 3) currently implementing new EHR system for the hospital – should go live August 1; 4) state has said we are in full compliance with plans of correction.

**Wiese** asked about the UPS for the CT scanner. **Mitchell** said the system has been shipped and the site work was begun today. **Allison** asked about the more detailed budget document that the Council had asked for about 2 meetings ago. **Mitchell** said he and the CFO will get together and should get that pulled together next week.

4. Student Council Representative Report – **Olivia Carroll** reported that music students traveled to Hawaii then to the Aurora musical festival in Anchorage at Grace Christian. Chorus got first place – only second time ever for CHS. Band got third place and many students made state. Future Problem Solvers did very well and one team will be going to internationals. NosBowl team heading to national competition to represent Alaska. Also, one CHS student was selected for a rural Alaska honors program to take college classes for 6 weeks this summer, it was **Olivia Carroll**. She also reported that **Mrs. Adams** has been nominated for the BP Teacher of Excellence award.

**G. Approval of Consent Calendar**

**Vice Mayor Allison** declared the consent calendar was before the City Council.

5. Record excused absence of Council member **Jeff Guard** from the April 4, 2018 regular meeting

Vote on the consent calendar: 6 yeas, 0 nays, 1 absent. Wiese-yes; Jones-yes; Meyer-yes; Schaefer-yes; Allison-yes; Burton-absent and Guard-yes. Consent Calendar was approved.

**H. Approval of Minutes**

**M/Jones S/Schaefer** to approve the minutes.

6. Minutes of the March 21, 2018 Council Regular Meeting

7. Minutes of the April 4, 2018 Council Public Hearing

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

**I. Consideration of Bids - none**

**J. Reports of Officers**

8. Mayor's Report – **Mayor Koplin** was not present to report

9. Manager's Report – City Manager **Alan Lanning** was not present to report

10. City Clerk's Report – **Bourgeois** reported that she was preparing for the May 15 special election – she has received a few absentee by mail applications and in person early voting will run May 1 – 14, Mon – Fri, 8am – 5pm. There was no

need for a BOE, in May we will certify the roll and then in June we will set the mill rate. *Bourgeois* said she has an injured foot and appreciates the assistance around the office especially of her *Deputy Clerk, Tina Hammer*.

#### 11. Staff Quarterly Reports – 1Q 2018

- a. Parks and Recreation, **Susan Herschleb**, Director
- b. Cordova Harbor & Port, **Tony Schinella**, Harbormaster
- c. Finance Department, **Jon Stavig**, Director

#### K. Correspondence - none

#### L. Ordinances and Resolutions - none

#### M. Unfinished Business

##### 12. Council action on disposal and method of disposal Lot 4A, Block 5, North Fill

*M/Jones S/Meyer* to dispose of Lot 4A Block 5, North Fill Development Park as outlined in Cordova Municipal Code 5.22.060B 4. By requesting sealed proposals to lease or purchase the property.

*Jones* said he only made the motion to get it on the floor for discussion. *Meyer* said she is not in favor of the motion because of the need for an impound lot. She can understand the possible benefit to putting it out for proposals but she doesn't want to put it out for proposals without a clear plan if we were to dispose of it. *Allison* said this had been referred to staff so that suggestions could be made, he wondered if planning staff had anything to add to the written report. *Greenwood* approached and said she had nothing to add but could answer questions. *Meyer* said it seemed like perhaps the most favorable option was the CRH lot near the cemetery, but that would require some work. *Greenwood* agreed, she said streets superintendent *Bill Howard* had given her the assessment of that lot and one issue is that the state right-of-way on the highway goes pretty far into the flat part of that lot, so the hillside would have to be dug out to create enough room there. *Jones* is not in favor of selling it at this time but he also does not think the impound lot is the best use for this. When this was referred to staff he had hoped another good location would be brought forward. He does believe that Mr. *LoForte's* proposal has merit, there is need for boat storage. *Wiese* said he was not in favor of disposing at this time. *Allison* agreed with the staff report that there needs to be a solution for the impound lot location before we ask people to spend money on proposals for this lot.

Vote on the motion: 0 yeas, 6 nays, 1 absent. Meyer-no; Jones-no; Schaefer-no; Guard-no; Allison-no; Wiese-no and Burton-absent. Motion failed.

#### N. New & Miscellaneous Business

##### 13. Council action to protest or waive right to protest renewal of liquor license

*Becky Chapek*, owner of the liquor license, addressed council.

*M/Jones S/Schaefer* to waive right to protest the renewal of the liquor license #2587 beverage dispensary for Copper River & Northwest Limited, Inc. dba Gandy Dancer Bar with the condition that she continue to meet minimum requirements in State law.

*Chapek* said the liquor license has been at that location for a long time, was originally Laura Brown's later when annexation occurred it came to be within City limits. Currently, she is running it as a seasonal license, July 1 – December 31 each year. The state's regulation on that is 8 hours a day for at least 30 days within those months. She said it's a very non-aggressive business, they turn on the light and if someone comes in they might try to sell them something. She said technically, we don't have to sell even a drink but we do have to open those thirty days. She said in speaking to the City Manager he relayed that he has been tasked with taking a more proactive involvement with businesses operating in Cordova.

*Allison* opined that as long as she is meeting the state's requirements he doesn't see a need for the City to have a problem.

*Chapek* said the AMCO investigator was in town visiting all liquor license owners today and currently she is operating under a temporary license as it is a timely process to renew because it must go to an ABC board meeting.

*Schaefer* asked if she has been operating the minimum required, 8 hours for 30 days. *Chapek* said yes, she said it is usually pretty lonely. She said she does not advertise, the sign that says "open" is there and the people are there and the alcohol is there too. She really opens as a bar in October, November December because in the summer when her car rental is open, she said she has a lot of underage employees washing cars, etc. and she thinks it is just not a good mix. So if she runs to town, there are no issues, etc.

*Jones* asked if this license could be moved into town.

*Chapek* replied that legally she could and she said about 5 years ago she tried and was never able to get a lot.

*Wiese* said he is concerned that she is being investigated for compliance with the minimum operating requirements.

*Chapek* said she is not too concerned with that, she said she is confident that she is being compliant. The investigator cannot understand how she is losing money every year. She claims that she bought this, it is an asset and she is protecting

it. **Chapek** said – the materials she provided Council show that she buys the license from the state, she buys the insurance required of an establishment serving alcohol, she buys workers comp for her employees to serve alcohol, she buys TAM cards – she does this because she has the license and someday she might use it and she doesn't want anyone to take it away. **Jones** said this point won't keep him from voting to waive protest, but he just wishes the business were open more and would be contributing to the tax base of the City more. **Wiese** agreed he wished it were more active too, but it is her license and she can do with it what she wishes within the law. **Meyer** said she was more in favor of taking the condition off. She doesn't want the AMCO board to think that the City was somehow also finding fault with this license. She offered an amendment.

**M/Meyer S/Wiese** to amend the motion by removing the condition.

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

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

#### 14. Pending Agenda, Calendar and Elected & Appointed Officials lists

Crater Lake item will be on second May meeting as well as Comp plan. **Jones** mentioned events that are occurring with Board of Fish and he believes that in the future Council might consider a resolution of support for PWSAC hatcheries. He advised that it is not that time sensitive and maybe a date of September would be sufficient, but if it's on the Pending Agenda at least it will be remembered. **Meyer** said maybe the North Fill impound lot should be made unavailable. **Greenwood** said they could put it on next P & Z agenda. The next strategic planning work session would be sometime in the 3<sup>rd</sup> or 4<sup>th</sup> week in May.

#### O. Audience Participation - none

#### P. Council Comments

**Jones** thanked everyone for participation.

**Schaefer** offered congrats to the high school and thanks to Holly for the training which was very helpful.

**Meyer** said, same.

**Allison** schools have been excellent for a long time, keep up the good work. Also, thanks to Holly, we appreciate your time.

#### Q. Executive Session

##### 15. Legal update – Beecher matter

**M/Schaefer S/Wiese** to go into executive session to discuss a matter the immediate knowledge of which would clearly have an adverse effect on the finances of the government, specifically, a legal update from the City Attorney on the Beecher case.

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

**Vice Mayor Allison** called for a recess at 8:09 pm in order to clear the room before the executive session.

Council entered the executive session at 8:12 pm and re-entered the open meeting at 8:59 pm.

**Vice Mayor Allison** said they had been in the executive session to hear an update from the attorney and Council provided input to the attorney.

#### R. Adjournment

**M/Schaefer S/Wiese** to adjourn the meeting.

Hearing no objection Vice Mayor Allison adjourned the meeting at 9:00 pm.

Approved: May 16, 2018

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



**Regular City Council Meeting  
May 2, 2018 @ 7:00 pm  
Cordova Center Community Rooms A & B  
Minutes**

**A. Call to order**

**Vice Mayor David Allison** called the Council regular meeting to order at 7:00 pm on May 2, 2018, in the Cordova Center Community Rooms.

**B. Invocation and pledge of allegiance**

**Vice Mayor Allison** led the audience in the Pledge of Allegiance.

**C. Roll call**

Present for roll call were Council members **James Burton, Ken Jones, Jeff Guard, Melina Meyer, Anne Schaefer** and **David Allison**. **Mayor Clay Koplin** and Council member **James Wiese** were absent. Also present were City Manager **Alan Lanning** and City Clerk **Susan Bourgeois**.

**D. Approval of Regular Agenda**

**M/Burton S/Jones** to approve the Regular Agenda.

Council made 2 slight edits to the agenda, on agenda item 6 **Mayor Koplin** was added as an excused absence on that date and item 18, the executive session would not be required tonight.

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

**E. Disclosures of Conflicts of Interest**

**Jones** said that **Heidi Wiese** contacted him about buying direct market halibut from him for her business. He didn't believe this was a conflict but wanted to disclose it. **Vice Mayor Allison** agreed that he did not believe it was a conflict, but he allowed Council to declare this otherwise, there was no comment from any of the other Council members.

**F. Communications by and Petitions from Visitors**

1. Guest Speakers - none

2. Audience comments regarding agenda items

**Wendy Ranney** 2500 Orca Road, spoke to agenda item 14, her correspondence in the packet and reiterated her concern about the Crater Lake project. Her comments were that the fatal flaw of the project is the unacceptable risks to life and property.

3. Chairpersons and Representatives of Boards and Commissions

**Barb Jewell**, School Board President, mentioned that graduation is a few weeks away, she mentioned that acceptances for post-high school plans for the graduating class were looking robust and varied. She said the K-4 and MS/HS music concerts were just these last few days; both were great successes. She said the School Board has been working on budget, they've been conducting work sessions, must get a budget to the state by July 15. They should be voting on a budget at their June meeting. They are basing the budget a great deal on the comments from students, parents, community members, gathered at the strategic planning that "Outside the Lines" conducted. Staffing looks stable for next year, contracts are signed, people are staying, student numbers look stable which helps with budgeting. Cabaret is Tuesday, May 8 at the Cordova Center.

4. Student Council Representative Report - student council rep was not present

**G. Approval of Consent Calendar**

**Vice Mayor Allison** declared the consent calendar was before the City Council.

5. Council approval of use permit to except alcohol for Arts & Pageants for Salmon Jam

6. Record excused absence of **Mayor Clay Koplin** and Council member **James Burton** from the April 18, 2018 regular meeting

Vote on the consent calendar: 6 yeas, 0 nays, 1 absent. Meyer-yes; Jones-yes; Schaefer-yes; Guard-yes; Allison-yes; Wiese-absent and Burton-yes. Consent Calendar was approved.

**H. Approval of Minutes**

**M/Burton S/Jones** to approve the minutes.

7. Minutes of the April 4, 2018 Council Regular Meeting

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

**I. Consideration of Bids - none**

## J. Reports of Officers

8. Mayor's Report - **Mayor Koplín** was not present but had a report in the packet.

9. Manager's Report - City Manager **Alan Lanning** reported there was a water line break earlier today, out by the Powder House. It has been repaired and the water is back on. He said **Cathy Sherman** (PIO) has been putting out good information on that, the crews did a great job patching it up, final repairs will need to be done later. The comprehensive plan RFP is being reviewed and also one for the Tiger grant bid. He will have a budget amendment for next Council meeting to determine involvement and at what price of the next step of the Crater Lake project that has been talked about. In June there will be a Homeland Security training session - **Joanie** has been asking for this and as Council you are the ultimate responsible party, he'll slate 2 hours for this before the second June regular meeting.

10. City Clerk's Report

11. Staff Quarterly Reports - 1Q 2018

- a. Cordova Police Department, **Mike Hicks**, Chief of Police
- b. Information Services Department, **Cathy Sherman**, Director
- c. Public Works Department, **Rich Rogers**, PE, Director
- d. Cordova Center, **Cathy Sherman**, Info Services Director

## K. Correspondence

12. DoT Director's Quarterly, Spring 2018 Southcoast Region

13. 04-13-18 Mayor letter supporting Jones Act waiver to support UnCruise

14. 04-17-18 W. Ranney email and letter re Crater Lake water & power project

15. 04-20-18 Mayor letter supporting HB's 76 & 128 re mariculture

## L. Ordinances and Resolutions

16. Resolution 05-18-11 A resolution of the City Council of the City of Cordova, Alaska, approving the license for a mobile restaurant for Heidi Wiese, dba *Homegrown*

**M/Schaefer S/Guard** to approve Resolution 05-18-11 a resolution of the City Council of the City of Cordova, Alaska, approving the license for a mobile restaurant for Heidi Wiese, dba *Homegrown*.

**Schaefer** said she thinks it'll be great to have another food choice in town. She likes the focus on locally sourced proteins. **Guard** wondered if we need to amend this to except her food truck's dimensions since they are not within the code requirements. **Bourgeois** recommended that Council do that.

Council opted to ask the Clerk to make that change - they would approve this now knowing the change will be included in the language of the resolution. **Guard** also wondered if we shouldn't change that code to get rid of the dimensions altogether. Other Council members agreed and directed the City Manager to bring an ordinance for that Code change.

Vote on the motion: 6 yeas, 0 nays, 1 absent. Allison-yes; Schaefer-yes; Guard-yes; Meyer-yes; Wiese-absent; Burton-yes and Jones-abstains-which counts as a yes. Motion was approved.

## M. Unfinished Business

## N. New & Miscellaneous Business

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

Code change to be forthcoming as mentioned in the last agenda item. **Allison** asked when Crater Lake would come up again. **Lanning** said it would be on the next meeting agenda. **Allison** asked that for the sake of the public comment from earlier - he let her know it could be acted upon at the next meeting. As far as strategic planning - **Lanning** said when budget work sessions start up this summer, that will be a good time to tackle strategic planning items as well. **Jones** mentioned a sport fishermen led initiative to get an emergency item on a board of fish meeting. He thought we should consider a resolution of support for the hatcheries as that is what their initiative was targeting. This might need to be done sooner than initially thought - **Jones** and **Burton** thought if the **Mayor** could contact someone at Board of Fish or Fish & Game maybe to get more info. The claim is that the pink salmon in the sound are effecting the Kenai River Red run. **Lanning** said he would get with the **Mayor** on this item.

## O. Audience Participation - none

## P. Council Comments

**Jones** thanked everyone for participating and for the quick meeting.

**Schaefer** reminded people to get out and vote on May 15.

**Meyer** appreciated the City's notifications about the water problem and also the quick fix.

**Q. Executive Session**

**~~18. Legal matter Beecher update~~**

Earlier at approval of agenda this item was removed from tonight' agenda for lack of new information.

**R. Adjournment**

***M/Burton S/Jones*** to adjourn the meeting.

Hearing no objection Vice Mayor Allison adjourned the meeting at 7:32 pm.

Approved: May 16, 2018

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

DRAFT

Mayor's Report  
5/11/2018  
Clay Koplin

Thank you to Vice Mayor Allison for chairing the regular meeting of May 2 while I was in Washintgon, D.C. I had meetings with the staffs of Senator Sullivan and Murkowski's office, and with Representative Don Young's staff. We discussed items of interest to Cordova Electric Cooperative; Crater Lake Water and Power, Solar Power for Cordova, the RADIANCE grid modernization project in Cordova, and policy issues. We also discussed items of broader community interest including waterfront upgrades and economic development in fisheries, tourism, and other sectors.

I met with Department of Energy staff, attended and presented at WaterPower Week at the request of the Department of Energy's WaterPower and Technology Office (WPTO) where I showed the community of Cordova, CEC, and the innovative work in energy. I was able to meet with several firms regarding mostly energy issues but the meeting with Caleb Froelich of Cassidy and Associates was to support UnCruise coming to Cordova starting 2020 if they can get a Jones Act waiver, which the City of Cordova has supported through a letter of support.

A new, small cruise line will be visiting Cordova starting in June and operating through September. I look forward to welcoming them to the Cordova business community.

Representative Stutes and Senator Stevens have been working to support and protect important economic programs for Cordova from the State including education and community assistance which so far has been increased from \$30M to \$38M in the budget. Stutes and Stevens have also worked to support Alaska Department of Transportation to secure funding for Power Creek Road repairs by 2019 to help protect power lines and USFS access from the washouts that are getting more frequent and severe.

April and May were busy months for the Cordova Chamber of Commerce and the work they and community volunteers and supporters contribute to Shorebird Festival, the Great Alaska Sportsman's show, and other key activities.

There are several important ballot measures in the May election, and I encourage you to participate in the democratic process and get out and vote, the funding mechanisms for City Services and Marijuana regulations are on the ballot.

Have a safe spring as we prepare for the Copper River Fisheries to open this month, and best of luck to the Area E fleet as they participate in the first opener of the season.

Respectfully,

Mayor Clay Koplin

# EPA Region 10 DWSRF **WATERS** Awards



**2017**  
**WATERS**

Well-Planned  
Affordable  
Transferable  
Efficient  
Resilient  
Sustainable

# 2017 WATERS Award Winners

## Alaska

- Anchorage Water & Wastewater Utility
- City of Cordova

## Idaho

- Comore Loma
- City of Orofino

## Oregon

- City of Beaverton
- Pelican Bay Heights
- Rainbow Water District
- Sustainable Infrastructure Planning Projects (SIPP) program

## Washington

- Liberty Lake Sewer & Water
- City of Port Townsend
- City of Seattle

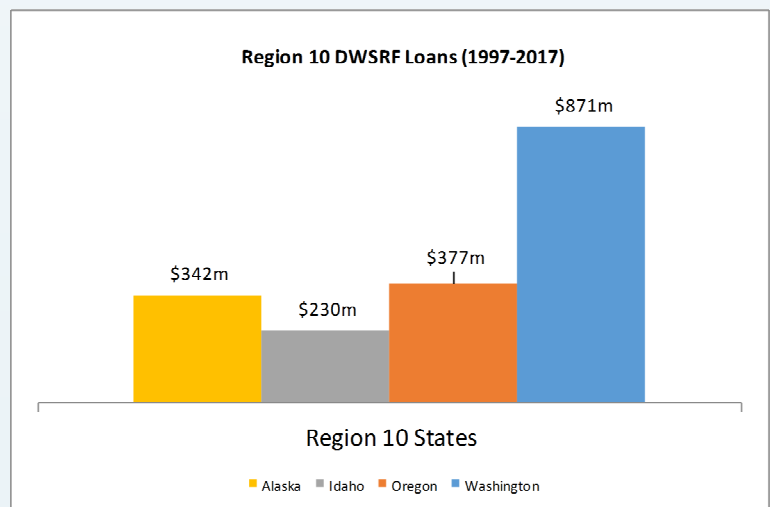
## About The **WATERS** Awards

Recognizing the most innovative and effective DWSRF projects.

Since the first Drinking Water State Revolving Fund (DWSRF) loan was signed back in 1997, borrowers have utilized this program to fund projects that deliver a public health benefit as well as meet other related goals. The EPA Region 10 WATERS award program seeks to recognize exceptional DWSRF projects, nominated by state DWSRF staff, that help borrowers maintain, or return to, compliance with the Safe Drinking Water Act, as well as achieve one or more elements of the **WATERS** award. Those elements include projects that: are **Well**-planned, address **Affordability** issues, are **Transferable** to other communities, provide benefits for water or energy **Efficiency**, as well as add **Resiliency** and/or **Sustainability** attributes.

### About the Region 10 DWSRF Program

Over the past 20 years, the Region 10 DWSRF program has been capitalized at a total of \$1.2 billion. To date, using those funds, along with state match, repayments and interest earnings, Region 10 states have provided \$1.8 billion in DWSRF loans.



## About the DWSRF Program

The DWSRF program was created by the 1996 Amendments to SDWA. The first capitalization grants were awarded to states in 1997. To date, approximately \$19 billion in DWSRF grant funds have been awarded nationwide. Using those funds, along with state match, repayments and interest earnings, states have provided \$33 billion worth of DWSRF loans. These loans have funded approximately 13,000 projects, helping to ensure the provision of clean and safe drinking water to an estimated 757 million residents.



### **Anchorage Water and Wastewater Utility, Ship Creek Water Treatment Facility Upgrades**

The Anchorage Water and Wastewater Utility (AWWU) used an \$8.7 million DWSRF loan to finance upgrades to their existing treatment facility and distribution system, to produce energy efficiency. Because of the long cold winters, AWWU heats water prior to distribution to prevent freezing in water tanks, water distribution pipes and service connections. The water treatment facility is co-located with the Anchorage Municipal Light & Power power generation station. Waste heat from the power generation process is used to heat the water. Upgrade to a new heat exchanger system nearly triples the amount of energy recycled, resulting in an estimated savings of \$3 million per year. The project also allows heated water to be provided to a portion of the distribution system that was previously unheated.

### **City of Cordova, LT2 Compliance Upgrades**

The City of Cordova's unique geography and high demand for water used in fish processing, requires the public drinking water system to rely on four surface water sources treated in three water treatment plants. For many years three of the water sources, Murcheson Falls, Heney Creek Dam/Meals Reservoir, and Orca catchment, were unfiltered. Water from the backup source, Eyak Lake, has been filtered and chlorinated at the 3.5 MGD treatment plant. This project enabled Cordova's drinking water treatment and distribution system to meet Long Term 2 Surface Water Treatment Rule compliance requirements with the installation of UV disinfection at Orca, Meals, and Murcheson Water Treatment Plants, upgrades to the filter system at Eyak Lake Water Plant, a new Onsite Sodium Hypochlorite Generation System, and upgrades to the SCADA system. This project was made significantly more affordable by the 1.5% interest rate, as well as \$1.9 million of principal forgiveness.







### Comore Loma, Water System Upgrades

The Comore Loma water system serves approximately 1000 people and is located in Idaho's Bonneville county. The project, which was funded by a \$3 million DWSRF loan, provides additional storage and pumping capacity, emergency power, distribution system upgrades, and a new well house and a new water source. Because the project incorporated installation of energy efficient pumps with variable frequency drives, advanced LED lighting, and a SCADA system, this community will save over \$62,000 per year in energy costs. The project was made more affordable by \$717,000 in principal forgiveness, as well as a 30 year loan term and a 1.25% interest rate.

### City of Orofino, Water Treatment Upgrades

The City of Orofino, Idaho, used a \$9.7 million DWSRF loan to construct a 2.2 mgd water treatment plant, a new water intake on the Clearwater River, a new raw water pump station, and upgrade a water reservoir and transmission lines. Because the community converted from conventional filtration to membrane filtration, and installed energy efficient pumps, they will save 15 million gallons of water and 212,700 kWh of electricity per year, and reduce chemical use by 90%. The project was made more affordable by \$2.5 million in principal forgiveness, as well as a 30 year loan term and a 0% interest rate.



### City of Beaverton, Aquifer Storage & Recovery (ASR) Well #5 Project

The City of Beaverton used a \$5 million DWSRF loan to design and construct a new ASR well to replace an existing ASR well that was past its design life. ASR wells can serve as an innovative and lower cost alternative to traditional water reservoirs, if the right geological conditions exist. Oregon's basalt geology provides exceptional underground storage capacity. During the winter months, surface water is pumped and treated, then placed into the ASR well for use during the drier summer months. By using this approach, Beaverton is able to meet a variety of key objectives, including seismic and drought resiliency. The project was also made more affordable by inclusion of \$750,000 in principal forgiveness.





## Pelican Bay/Harbor Water Merger and Annexation Project

The Pelican Bay Heights Water District used the proceeds of a \$394,027 DWSRF loan (with 100% principal forgiveness to address affordability issues) to merge with neighboring Harbor Water Public Utility District. Pelican Bay served a population of approximately 40, while Harbor Water serves more than 3,000 customers. The project included design and construction of two 10,000 gallon reservoirs, and an intertie.



## Oregon's Sustainable Infrastructure Planning Projects (SIPP) program

Since 2015, Oregon has funded 44 planning projects with a total of \$850,000 in fully forgivable loans through the SIPP program. SIPP was established to encourage water systems to become more sustainable through planning, generate projects that are ready to proceed, and fully utilize the additional subsidy authority from the DWSRF program. Projects are selected to receive up to \$20,000 each based on readiness to proceed, capital improvement history, and preference is given to systems with fewer than 300 service connections. The link contains more information about SIPP:

<http://www.oregon.gov/oha/PH/HEALTHYENVIRONMENTS/DRINKINGWATER/SRF/Pages/sipp.aspx>

## Rainbow Water District, Chase Wellfield GWUDI Mitigation Project

The Rainbow Water District, near Springfield, Oregon, received a \$3 million DWSRF loan to construct a new treatment system, new transmission line, develop a new water source, and acquire land/easements. Part of the project, the transmission line, addresses seismic concerns, which provides resilience. The project was also well planned due to the hiring of consultants to perform an aquifer study to evaluate water supply options. The project will help mitigate E.coli issues prevalent in Well #2, which were likely caused by the well being GWUDI. The GWUDI designation required the District to install treatment to comply with the SWTR. The project was made more affordable by increasing the loan term to 30 years, and providing \$515,000 in principal forgiveness.



### **Liberty Lake Sewer and Water District, Consolidation of East Side Liberty Lake Improvement Club with Liberty Lake Sewer and Water District**

The Liberty Lake Sewer and Water District (LLSWD), which serves residents near Spokane, Washington, used a \$905,465 DWSRF loan to consolidate the East Side Liberty Lake Improvement Club (ESLLIC). This water system was incorporated in 1945 and serves approximately 300 residents. The two systems already had an intertie, and a contractual relationship for LLSWD to operate and maintain the ESLLC water system. The project included upgrades to the existing intertie, replacement of old and under-sized distribution mains, and abandonment of two primary wells for ESLLC. The consolidation project was made significantly more affordable by provision of 50% principal forgiveness, which brought the base water rates down from \$50.76 to \$18.52.



### **City of Port Townsend, LT2 Compliance Project**

Residents in the City of Port Townsend, on Washington's Olympic Peninsula, receive their drinking water from two rivers, the Big and Little Quilcene Rivers, via 30 miles of transmission pipeline. For more than 30 years, the water was not filtered under criteria laid out in the original Surface Water Treatment Rule. However, as a result of LT2, the city was required to install either UV disinfection or filtration. The city used two separate DWSRF loans totaling more than \$8 million to design and construct a membrane filtration plant capable of producing 3 million gallons per day. The project is considered efficient in that the design allows flow through the treatment process with existing hydraulic head, eliminating the need for pumping. Project affordability was accomplished via \$1.5 million of principal forgiveness.



### **City of Seattle, Chester Morse Lake Emergency Pump Station**

One of Seattle's primary water sources is the Chester Morse Lake reservoir on the Cedar River. Seattle Public Utilities (SPU) used two DWSRF loans totaling \$18 million to construct a new floating pump station. This pump station allows SPU to consistently deliver, regardless of seasonal water level variations, 240 million gallons per day to the 1.4 million people served by the utility, while maintaining adequate in-stream flow commitments for aquatic life. The pump station replaced two temporary pump stations that were past their design life and were complex to mobilize and use. The project improves SPU's resiliency during low-inflow/drought conditions.



## Susan Bourgeois

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**From:** carol potter <pottersown@yahoo.com>  
**Sent:** Wednesday, May 09, 2018 11:12 AM  
**To:** Susan Bourgeois  
**Subject:** In Support of Rob Brown's Harbor Lot and Building Construction

Dear City Clerk - Susan,

Lynn & I would like to voice our support for Rob Brown's plan to expand his business and relocate to the Harbor area.

We are running two vessels here and have used his services for years.

We believe that encouraging skilled tradesmen like Rob Brown is critical to Cordova's continued viability as a functional fishing town. The services Rob Brown provides should be accessible and close to his customers. The harbor area relocation just makes sense.

Thank you for your consideration, Carol & Lynn Potter

[Sent from Yahoo Mail for iPad](#)





**AGENDA ITEM 15**  
**City Council Meeting Date: 5/16/18**  
**CITY COUNCIL COMMUNICATION FORM**

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**FROM:** Planning Staff  
**DATE:** 5/9/18  
**ITEM:** Ordinance 1169  
**NEXT STEP:** Pass Ordinance Approving Lease with Option to Purchase

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☒ ORDINANCE  
☐ MOTION

☐ RESOLUTION  
☐ INFORMATION

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**I. REQUEST OR ISSUE:**

Requested Actions: Review and approve lease with option to purchase  
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  
Ordinance 1169  
Lease with option to purchase  
Letter of Interest  
1/16/18 Letter from Rob Brown to City Council  
Harbor Commission Resolution 01-18-01  
4/20/18 Development Plan and Updated Drawings

**II. RECOMMENDED ACTION / NEXT STEP:** Staff suggest the following motion:  
“I move to approve Ordinance 1169”

**III. FISCAL IMPACTS:** The Harbor Department earns \$13,800 annually on this lot by renting space for trailer and boat storage.

Brown’s proposed building would generate approximately \$9,000 in property tax revenue annually. The

business is estimated to generate up to \$15,000 in sales tax revenue annually.

In addition to the sales and property tax revenue, the city would also get the purchase price or rent of the property, currently assessed at \$84,300. Robert also intends to have two employees and is estimating up to \$500,000 in revenue from Aquaharmonics Inc.

#### **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**

**1/24/18** – At the City Council Regular Meeting, the council made the lot ‘Not Available’ on the Land Disposal Maps and referred the agenda item for the disposal of the lot back to staff and harbor commission. The council stated that if they wanted to move forward with the letter of interest at a later meeting, they would be able to change the designation of the lot to ‘Available.’

**1/31/18** – At the Harbor Commission Special Meeting, the commission passed Resolution 01-18-01 stating that the lot should remain not available. (attached).

**2/7/18** - At the City Council meeting the following occurred:

#### **23. Council action to make Lot 3, Block 5 North Fill ‘available’ on the 2018 land disposal maps**

M/Allison S/Wiese to make Lot 3 Block 5 North Fill Development Park “available” on the 2018 City Land Disposal Maps

**Allison** said he will vote to approve it as available. **Guard** said he also will vote in favor. **Beedle** said he is not in favor, he thinks there might be other options, he like to keep it unavailable. **Burton**

thought we referred this to staff for them to meet with Mr. Brown to see if another lot might be suitable. **Leif Stavig**, assistant planner said they did meet and discuss options, and he ended up going back to this lot. **Burton** said he really like the business plan but we have a resolution from the Harbor Commission asking us not to and we have some of the smallest amount of uplands for our fleet size of any harbor he's been to in the Pacific Northwest. He really wishes we could find another solution.

**Vote on the motion:** 4 yeas, 2 nays, 1 absent (Schaefer). Schaefer-absent; Burton-no; Beedle-no; Allison-yes; Jones-yes; Guard-yes and Wiese-yes. **Motion was approved.**

**24. Council action on disposal and method of disposal of Lot 3, Block 5 North Fill**

**M/Jones S/Allison** 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 LLC to lease or purchase the property.

**Jones** said for him it is this use or nothing for this lot. He knows the harbor commission voted to recommend keeping this lot so it was hard for him to do but he feels strongly about the economic development possibilities with allowing this business. **Allison** spoke in favor of the motion. **Burton** said he is concerned about the lack of available lots in the area. **Beedle** said we are jumping the gun, we should not sell anything else until we discuss the land development vs. land disposal policy.

**Vote on the motion:** 4 yeas, 2 nays, 1 absent (Schaefer). Beedle-no; Allison-yes; Wiese-yes; Schaefer-absent; Guard-yes; Burton-no and Jones-yes.  
**Motion was approved.**

Staff has received a letter from Mr. Brown's financial company that confirms funds are available for the project.

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

**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 choose to not adopt the ordinance.



## ATTACHMENT A



**CITY OF CORDOVA, ALASKA  
ORDINANCE 1169**

**AN ORDINANCE OF THE CITY OF CORDOVA, ALASKA, AUTHORIZING THE CITY  
MANAGER TO ENTER INTO A TEN YEAR LEASE AGREEMENT WITH SADDLE POINT  
MACHINE LLC, WHICH INCLUDES AN OPTION TO PURCHASE, DESCRIBED AS LOT 3,  
BLOCK 5, NORTH FILL DEVELOPMENT PARK**

**WHEREAS**, it is in the City of Cordova's best interest to lease Lot 3, Block 5, North Fill Development Park See Exhibit A ("Property") to Saddle Point Machine LLC, for the uses specified in the lease agreement; between the City of Cordova, Alaska ("City") and Saddle Point Machine LLC attached to this ordinance as Attachment A ("Lease"); and

**WHEREAS**, it is also in the City's best interest to offer an option to purchase to Saddle Point Machine LLC, upon the terms provided in the Lease.

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

Section 1. The City Manager is authorized and directed to lease the Property to Saddle Point Machine LLC in accordance with the terms in the Lease as attached as Exhibit A to this ordinance. The form and content of the Lease now before this meeting is in all respects authorized, approved and confirmed by this ordinance, and the City Manager hereby is authorized, empowered and directed to execute and deliver the Lease reflecting the terms in the Lease on behalf of the City, in substantially the form and content now before this meeting but with such changes, modifications, additions and deletions therein as he shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said documents now before this meeting, and from and after the execution and delivery of said documents, the City Manager hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the Lease as executed.

Section 2. The disposal of the property interest authorized by this ordinance is subject to the requirements of City Charter Section 5-17. Therefore, if one or more referendum petitions with signatures are properly filed within one month after the passage and publication of this ordinance, this ordinance shall not go into effect until the petition or petitions are finally found to be illegal and/or insufficient, or, if any such petition is found legal and sufficient, until the ordinance is approved at an election by a majority of the qualified voters voting on the question. If no referendum petition with signatures is filed, this ordinance shall go into effect one month after its passage and publication.

Section 3. This ordinance shall be enacted in accordance with Section 2.13 of the Charter of the City of Cordova, Alaska, and published within ten (10) days after its passage.

1st reading: May 16, 2018  
2nd reading and public hearing:

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.**

\_\_\_\_\_  
Clay R. Koplin, Mayor

ATTEST:

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

**CITY OF CORDOVA  
Cordova, Alaska**

**LEASE WITH OPTION TO PURCHASE**

This LEASE WITH OPTION TO PURCHASE ("Lease") is made by and between the CITY OF CORDOVA, a municipal corporation organized and existing under the laws of the State of Alaska (the "City"), and SADDLE POINT MACHINE LLC ("Lessee").

**RECITALS**

WHEREAS, the City owns that certain parcel of land in Cordova, Alaska generally described as Lot 3, Block 5, North Fill Development Park, located within Cordova Recording District, Cordova Alaska, (referred to hereinafter as the "Premises");

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

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

**1. LEASE OF PREMISES**

Subject to the terms and conditions set forth herein, the City leases to Lessee, and Lessee leases from the City, the Premises, as described above and illustrated in Exhibit A, attached and incorporated into this Lease.

**2. LEASE TERM**

The Lease Term will be ten (10) years, commencing on October 1, 2018, (the "Commencement Date") and terminating at 11:59 p.m. on September 30, 2028, unless earlier terminated in accordance with the terms of this Lease. The Lease does not provide a lease renewal option.

**3. RENT**

A. Base Rent. The rent during the term of this Lease shall be Ten Thousand Seven Hundred Forty-Six Dollars and Forty-Eight Cents (\$10,746.48) annually and paid in twelve (12) monthly installments (the "Base Rent") of Eight Hundred and Ninety-Five Dollars and Fifty-Four Cents (\$895.54), which shall be due and payable the 15<sup>th</sup> of every month. Base Rent must be paid in lawful money of the United States without abatement, deduction or set-off for any reason whatsoever, at the address set forth in Section 22.E of this Lease, or at any other place the City directs in writing. Base Rent shall be paid promptly when due without notice or demand therefore. The parties intend the Base Rent to be absolutely net to the City. All costs, expenses, and obligations of every kind and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and shall be paid by, Lessee, except as expressly set forth in this Lease. This Lease shall be subject to an adjustment in the Base Rent every two years as needed to increase

the Base Rent to fair market value. No adjustment shall result in a reduction of Base Rent.

B. Additional Charges. In addition to the Base Rent, Lessee acknowledges and agrees that Lessee is obligated to pay and will pay, before delinquency and without reimbursement, all costs, expenses, and obligations of every kind and nature whatsoever in connection with or relating to the Premises or the activities conducted on the Premises, including, without limitation, those costs, expenses, and obligations identified in Section 8 and all other sums, costs, expenses, taxes, and other payments that Lessee assumes or agrees to pay under the provisions of this Lease (collectively the "Additional Charges").

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

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

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

A. Authorized Uses. Subject to the terms and conditions of this Lease, Lessee's use of the Premises is limited to constructing and maintaining a machine shop and operating a machine shop business. The Lessee shall give prior written notice to the City of any proposed changes to its use of the Premises. Changes to the use of the Premises are subject to City review and approval not to be unreasonably withheld or delayed. Lessee shall not leave the Premises unoccupied or vacant without the City's prior written consent.

B. Inspections. The City and its authorized representatives and agents shall have the right, but not the obligation, to enter the Premises at any reasonable time to inspect the use and condition of the Premises; to serve, post, or keep posted any notices required or allowed under the provisions of this Lease, including notices of non-responsibility for liens; and to do any act or work necessary for the safety or preservation of the Premises. Except in the event of an emergency, the City will give 48-hours' advance written notice of its intent to inspect the Premises. The City shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of the City's entry onto the Premises, except for damage resulting directly from the acts of the City or its authorized representatives or agents

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

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

## **5. DEVELOPMENT PLAN AND SUBSTANTIAL COMPLETION**

A. Development Plan. The Cordova City Council authorized the construction of a machine shop on the Premises. Any proposed material change will be treated as an amendment to the Lease, requiring the written consent of both parties in accordance with Section 22.B. The Lease does not exempt Lessee or the Premises from any approval process required in Cordova Municipal Code. Rather it is Lessee's responsibility to ensure the project complies with all city code requirements and procedures.

B. Substantial Completion. Lessee must meet the following milestones:

**Milestone 1:** Complete a Site Plan Review by July 1<sup>st</sup>, 2019; and

**Milestone 2:** Substantially complete construction of the machine shop by December 1<sup>st</sup>, 2021.

As used in this Lease, the term "substantially complete" shall mean the stage of construction when the building(s), including its structure, façade, windows, roof, heating, and lighting, are sufficiently complete so that Lessee can occupy and use the building and install or cause the installation of all equipment required for the contemplated use



thereof, and Lessee has provided to the City certificates of inspection from certified inspectors providing that the above obligations have been met. If Lessee fails to meet either milestone, the default provisions under Section 13 shall apply.

## **6. REPRESENTATIONS AND WARRANTIES**

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

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

Lessee shall not assign or otherwise transfer this Lease or any interest herein or sublet the Premises or any portion thereof, or permit the occupancy of any part of the Premises by any other person or entity, without the prior written consent of the City, which consent may be withheld in the City's absolute discretion.

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

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

## **9. LIENS**

Lessee will suffer no lien or other encumbrance to attach to the Premises, including, without limitation, mechanic's or materialman's liens, sales tax liens under Cordova Municipal Code 5.40.125, or property tax liens under Cordova Municipal Code 5.36.260. If the City posts any notice of non-responsibility on the Premises, Lessee will ensure that the notice is maintained in a conspicuous place.

## **10. INDEMNIFICATION**

A. General Indemnification. Lessee shall defend, indemnify, and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) resulting from, arising out of, or related to Lessee's occupation or use of the Premises or the occupation

or use of the Premises by Lessee's employees, agents, servants, customers, contractors, subcontractors, sub-lessees, or invitees, including, but not limited, to all claims and demands arising out of any labor performed, materials furnished, or obligations incurred in connection with any improvements, repairs, or alterations constructed or made on the Premises and the cost of defending against such claims, including reasonable attorneys' fees. In the event that a lien is recorded against the Premises, Lessee shall, at Lessee's sole expense within ninety (90) days after being served with written notice thereof, protect the City against said lien by filing a lien release bond or causing the release of such lien.

B. Environmental Indemnification. The City makes no representation or warranty regarding the presence or absence of any Hazardous Material (as hereafter defined) on the Premises. Lessee releases the City and its authorized representatives, agents, officers, and employees from any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) arising during or after the Lease Term, that result from the use, keeping, storage, or disposal of Hazardous Material in, on, or about the Premises by Lessee, or that arise out of or result from Lessee's occupancy or use of the Premises or the use or occupancy of the Premises by Lessee's employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees (other than the City, its authorized representatives, agents, officers, and employees), or authorized representatives. This release includes, without limitation, any and all costs incurred due to any investigation of the Premises or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, or by law or regulation. Lessee agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material generated, kept, or brought on the Premises by Lessee, its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees, or authorized representatives.

Lessee shall defend, indemnify, and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) of whatever kind or nature, known or unknown, contingent or otherwise, arising in whole or in part from or in any way related to: (i) the presence, disposal, release, or threatened release of any such Hazardous Material on or from the Premises, soil, water, ground water, vegetation, buildings, personal property, persons, animals, or otherwise; (ii) any personal injury or property damage arising out of or related to such Hazardous Material; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Material; and (iv) any violation of any laws applicable to such Hazardous Material; provided, however, that the acts giving rise to the claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses arise in whole or in part from the use of, operations on, or activities on the Premises by Lessee or its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees (other than the City, its authorized representatives, agents, officers, and employees), or authorized representatives.

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

## **11. INSURANCE**

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

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

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

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

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

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

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

## **12. OWNERSHIP AND REMOVAL OF THE IMPROVEMENTS**

Unless Lessee exercises its Option (defined in Section 21) (in which case all improvements made by Lessee shall continue to be owned by Lessee), any improvements to the Premises are and shall remain the property of Lessee until the

expiration or earlier termination of this Lease. Upon expiration or earlier termination of this Lease, at the option of the City, title to and ownership of the improvements shall automatically pass to, vest in, and belong to the City without further action on the part of either party other than the City's exercise of its option, and without cost or charge to the City. Notwithstanding the foregoing, any equipment or fixtures relating to use of the Premises as a machine shop business, including but not limited to machinery, shall at all times remain the property of Lessee unless the equipment or fixtures have become the property of Lessor under another provision of this Lease or other federal, state or local law. Lessee shall execute and deliver such instruments to the City as the City may reasonably request to reflect the termination of Lessee's interest in this Lease and the facilities and the City's title to and ownership thereof.

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

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

### **13. DEFAULT AND REMEDIES**

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

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

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

iii. Lessee's failure to substantially complete the machine shop, or failure to meet either milestone, as required by Section 5;

iv. An assignment for the benefit of Lessee's creditors or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of

adjudicating Lessee a bankrupt; or for extending the time for payment, adjustment, or satisfaction of Lessee's liabilities; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency, unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervision are dismissed, vacated, or otherwise permanently stated or terminated within thirty (30) days after the assignment, filing, or other initial event;

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

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

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

viii. The breach or violation of any statutes, laws, regulations, rules, or ordinances of any kind applicable to Lessee's use or occupancy of the Premises if such breach or violation continues for a period of thirty (30) days or longer, if such breach is not cured within thirty (30) days after written notice of default has been given to Lessee by Lessor; or

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

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

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

ii. Re-enter the Premises, take possession thereof, and remove all property from the Premises. The property may be removed and stored at Lessee's



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

iii. Declare this Lease terminated;

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

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

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

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

#### **14. SUBSIDENCE**

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

#### **15. VACATION BY LESSEE**

Upon the expiration or sooner termination of this Lease, Lessee shall peaceably vacate the Premises and the Premises shall be returned to the City by Lessee together with any alterations, additions, or improvements, unless the City requests that they be removed from the Premises. Upon such vacation, Lessee shall remove from the Premises any items of personal property brought on to the Premises. Any such property not removed from the Premises within thirty (30) days of the expiration or termination of this Lease shall become the property of the City at no cost or charge to the City, and may be removed, sold, destroyed, or otherwise disposed of in any manner deemed appropriate by the City, all at Lessee's sole expense, and Lessee hereby agrees to pay the City for these expenses.

## **16. RESERVATION OF RIGHTS**

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

## **17. HOLDING OVER**

If Lessee, with the City's written consent, remains in possession of the Premises after the expiration or termination of the Lease for any cause, or after the date in any notice given by the City to Lessee terminating this Lease, such holding over shall be deemed a tenancy from month to month at the same Base Rent applicable immediately prior to such expiration or termination, subject to adjustment in accordance with Cordova Municipal Code 5.22.090.C, or such successor provision of the code then in effect, and shall be terminable on thirty (30) days' written notice given at any time by either party. All other provisions of this Lease, except those pertaining to term, rent, and purchase option, shall apply to the month-to-month tenancy. If Lessee holds over without the City's express written consent, Lessee is deemed to be a tenant at sufferance and may be removed through a forcible entry and detainer proceeding without service on Lessee of a notice to quit.

## **18. EMINENT DOMAIN**

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

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

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

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

## 19. COSTS

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

## 20. BUYER'S OPTION TO PURCHASE

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

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

C. Exercise of Option. To exercise the Option, Lessee must provide written notice ("Notice of Exercise of Option") to the City, delivered or mailed by certified or registered mail, return receipt requested, to the City's address set forth in Section 22.E, at least sixty (60) days prior to September 30, 2028..

D. Conditions to Exercise Option. Lessee can only exercise the Option if all of the following conditions are satisfied: (i) no default exists or is continuing under this Lease and (ii) the machine shop is substantially completed as defined in section 5 B.

E. Purchase Price. Lessee shall have the right to purchase the Premises for \$107,465.28 ("Purchase Price") until the expiration of the Lease. In the event that Lessee exercises the Option before May 1<sup>st</sup>, 2021, payment due at Closing to the City ("Closing Payment") will equal the Purchase Price reduced by all Base Rent payments paid by Lessee to the City under this Lease. In the event that Lessee exercises the Option after May 1<sup>st</sup>, 2021, payment due at Closing to the City ("Closing Payment") will equal the Purchase Price.

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

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

environmental assessments, appraisal fees, escrow fees, recording fees, and title insurance, will be paid by Lessee.

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

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

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

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

## **21. MISCELLANEOUS**

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



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

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

D. Relationship of Parties. Nothing in this Lease shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or of any association between Lessee and the City. Neither the method of computation of rent, nor any other provisions contained in this Lease, nor any acts of the parties shall be deemed to create any relationship between the City and Lessee other than the relationship of lessee and lessor.

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

TO CITY:

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

TO LESSEE:

Saddle Point Machine LLC  
Robert Brown  
P.O. Box 782  
Cordova, Alaska 99574

or to such other address as either party hereto may from time to time designate in advance in writing to the other party. Notices sent by mail shall be deemed to have been given on the earlier of actual receipt or three (3) days after being properly mailed. The postmark affixed by the U.S. Post Office shall be conclusive evidence of the date of mailing. If hand-delivered, notice shall be deemed to have been made at the time of delivery.

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

G. No Waiver of Breach. No failure by the City to insist upon the strict performance of any term, covenant, or condition of this Lease, or to exercise any right or remedy upon a breach thereof, shall constitute a waiver of any such breach or of such term, covenant, or condition. No waiver of any breach shall effect or alter this Lease, but

each and every term, covenant, and condition of this Lease shall continue in full force and effect with respect to any other existing or subsequent breach.

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

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

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

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

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

M. Authority. Lessee represents that it has all necessary power and is duly authorized to enter into this Lease and carry out the obligations of Lessee. Lessee further represents that Lessee has the necessary power to authorize and direct the officer of Lessee whose name and signature appear at the end of this Lease to execute the Lease on Lessee's behalf. The City represents that it has all necessary power and is duly authorized to enter into this Lease, as authorized by the approval of the City Council dated \_\_\_\_\_, 2018.

N. Exhibits. Exhibit A to this Lease is specifically incorporated into the Lease.

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

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

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

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

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

**CITY:** **CITY OF CORDOVA**

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

Alan Lanning, City Manager

**LESSEE:** **SADDLE POINT MACHINE LLC**

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

Rob Brown

## Exhibit A

### Premises

Lot 3, Block 5, North Fill Development Park



LEASE WITH OPTION TO PURCHASE - EXHIBIT  
Page 1 of 1



**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**

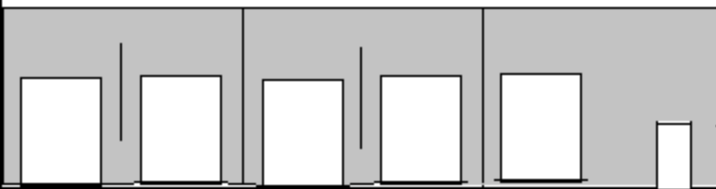
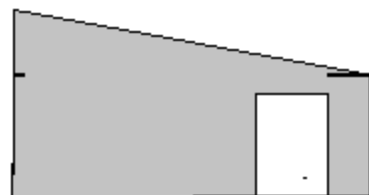
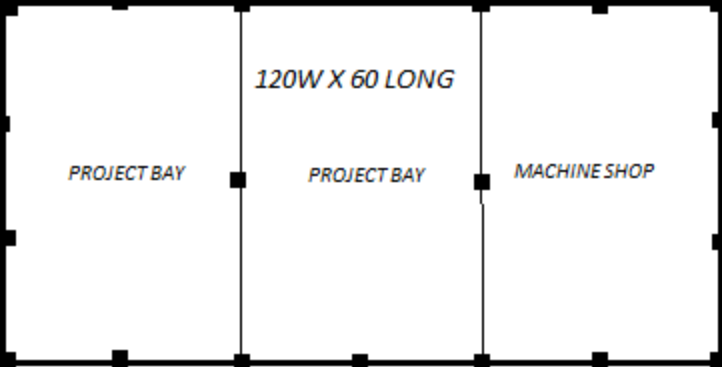
I am asking that the Commission consider changing the status of Lot 3 , Block 5 North Fill Development Park from not Available to Available for purchase . I am interested in purchasing this lot and constructing a shop building. I have outgrown my current facility. My current location is unsuitable for 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.



SADDLE POINT MACHINE 907-429-3944

PO BOX 782

CORDOVA AK 99574

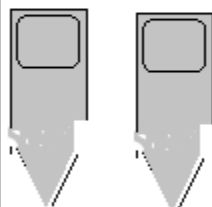
BUILDING CONCEPT DWG 1

LOT 3, BLOCK 5

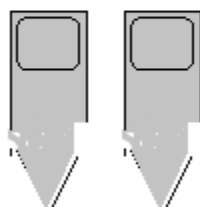
NORTH FILL DEVELOPMENT PARK

120 X 60

7200 SQ FT

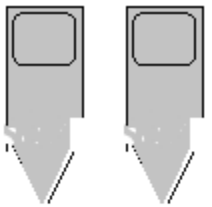


PROJECT BAY



PROJECT BAY

MACHINE SHOP AREA



CUSTOMER PARKING

LOT 3, BLOCK NORTH FILL

COAST GUARD LANE

JIM POOR AVE

**SADDLE POINT MACHINE 907-429-3944**

**PO BOX 782**

**CORDOVA AK 99574**

**BUILDING CONCEPT DWG 2**

**LOT 3, BLOCK 5**

**NORTH FILL DEVELOPMENT PARK**

## **Saddle Point Machine L.L.C.**

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

January 16, 2018

Mayor Koplin, Honorable Council Members;

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

Thank you for considering my request to purchase Lot 3, Block 5 North Fill Development Park. Building a shop on the North Fill for my growing business will help me further assist our Fishing and Construction Industries with their mechanical needs. I have been in business since 2010 Saddle Point Machine is a full service Machine Shop, S.P.M. specializes in the manufacture and repair of commercial fishing vessel equipment including; Propeller shafts, drive couplings, power take offs, composite rudder bearings, custom built shaft seals and hydraulic deck gear. My new facility with room to stock stainless shafting of all sizes and the capability to manufacture propeller shafting will make the prospect of hauling and servicing a large vessel in Cordova's shipyard more attractive to statewide vessel owners. S.P.M. provides support for the areas commercial and governmental heavy equipment fleet. In the last 7 years I have reconditioned and made parts for about 75% of the commercially used heavy equipment in Cordova. I believe the benefits to our fishing fleet of having a machine shop on this location far outweigh the current use as long term boat storage. I have helped many fisherman make an opener they would have otherwise missed by solving their mechanical problems. I would appreciate your support so I can continue to help our community.

Sincerely,

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



**CORDOVA HARBOR COMMISSION  
CORDOVA, ALASKA  
RESOLUTION 01-18-01**

**A RESOLUTION OF THE HARBOR COMMISSION OF THE CITY OF CORDOVA, ALASKA TO CORDOVA CITY COUNCIL, REQUESTING THAT LOT 3, BLOCK 5, OF THE NORTH FILL DEVELOPMENT PARK REMAIN LISTED AS UNAVAILABLE FOR SALE.**

**WHEREAS**, the Port of Cordova is following its mission statement, "The Port of Cordova promotes economic and sustainable maritime opportunities for recreational, subsistence, and commercial users, by providing safe vessel moorage and marine upland support facilities," by managing Lot 3, block 5, as a boat and trailer storage lot,

**WHEREAS**, Lot 3, block 5, is an integral component to the maintenance and storage area in the North fill,

**WHEREAS**, this area has been being developed to greater serve the boating community for many years,

**WHEREAS**, the Port's masterplan includes this lot in the continued development of the North fill area,

**WHEREAS**, use of this lot cuts down on the congestion and boat traffic on other city streets,


**WHEREAS**, the North fill area is used by recreational and commercial vessels, oil spill response equipment storage, and as a staging ground for equipment and supplies being shipped out by the North Launch ramp,

**WHEREAS**, the Cordova City Council previously had agreed on the Port's development plan when they decided not to sell Lot 3a, block 8,

**NOW, THEREFORE BE IT RESOLVED** that the Harbor Commission of Cordova, Alaska, requests to Cordova City Council that Lot 3, Block 5, of the North Fill Development Park remain listed as "Not Available".

**PASSED AND APPROVED THIS 31st DAY OF JANUARY, 2018.**

  
Chairman

  
Tony Schinella, Cordova Harbormaster

# Saddle Point Machine L.L.C.

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

April 20<sup>th</sup> 2018

## **Lot 3, Block 5 North Fill Developmental Plan**

### **Company / Project Goals**

Saddle Point Machine is a full service machine shop that has been in business since 2010 , S.P.M. specializes in the manufacture and repair of commercial fishing vessel equipment including; Propeller shafts, drive couplings, power take offs, composite rudder bearings, custom built shaft seals and hydraulic deck gear. S.P.M. also provides support for the areas commercial and governmental heavy equipment fleet. The new facility with room to stock stainless shafting of all sizes and the capability to manufacture propeller shafting will make the prospect of hauling and servicing a large vessel in the Cordova shipyard more attractive to statewide vessel owners. I see the shipyard as a promising area for economic growth for Cordova. A marine machine shop is crucial to the success of our shipyard and fishing industry. Just being able to put a vessel on the beach isn't enough, to attract customers you have to have the technical support to fix the problem. Saddle Point Machine will add to the local talent pool to maximize the potential of the shipyard and Cordova's economy.

### **Anticipated Economic Impact**

#### Estimated Annual Revenues Saddle Point Machine North Fill Facility

Propeller shaft sales	\$30,000.00
Marine related fabrication and repair	\$120,000.00
Non-Marine related fabrication and repair	\$60,000.00
Product line sales	\$50,000.00
Total	\$260,000.00

#### Estimated One Time Revenues - Future Contracts

Aquaharmonics Inc./ D.O.E. Wave Energy Grant	\$500,000.00

#### Estimated Annual Payroll

2 Employees	\$125,000.00
-------------	--------------

# **Saddle Point Machine L.L.C.**

## **Project Time frames / Development Costs / Key Milestones**

### **Stage 1**

Estimated stage 1 project cost \$750,000

10/01/18 – 05/01/18 Building design, Fire Marshall and Site Plan, contract Milestone 1 completed

05/01/18 – 05/01/19 Order building kit, Site preparation, utilities, construct foundation

05/01/19 – 09/01/19 Take delivery of building kit, erect Building,

09/01/19 – 04/01/20 Finish building interior, install machine shop equipment.

04/01/20 Machine shop fully operational, contract Milestone 2 completed

04/01/20 Complete purchase of Lot 3, Block 5 North Fill Development Park

### **Stage 2**

Estimated stage 2 project cost - facility expansion \$375,000

04/01/20 – 10/01/28 Continue to grow business and expand facility

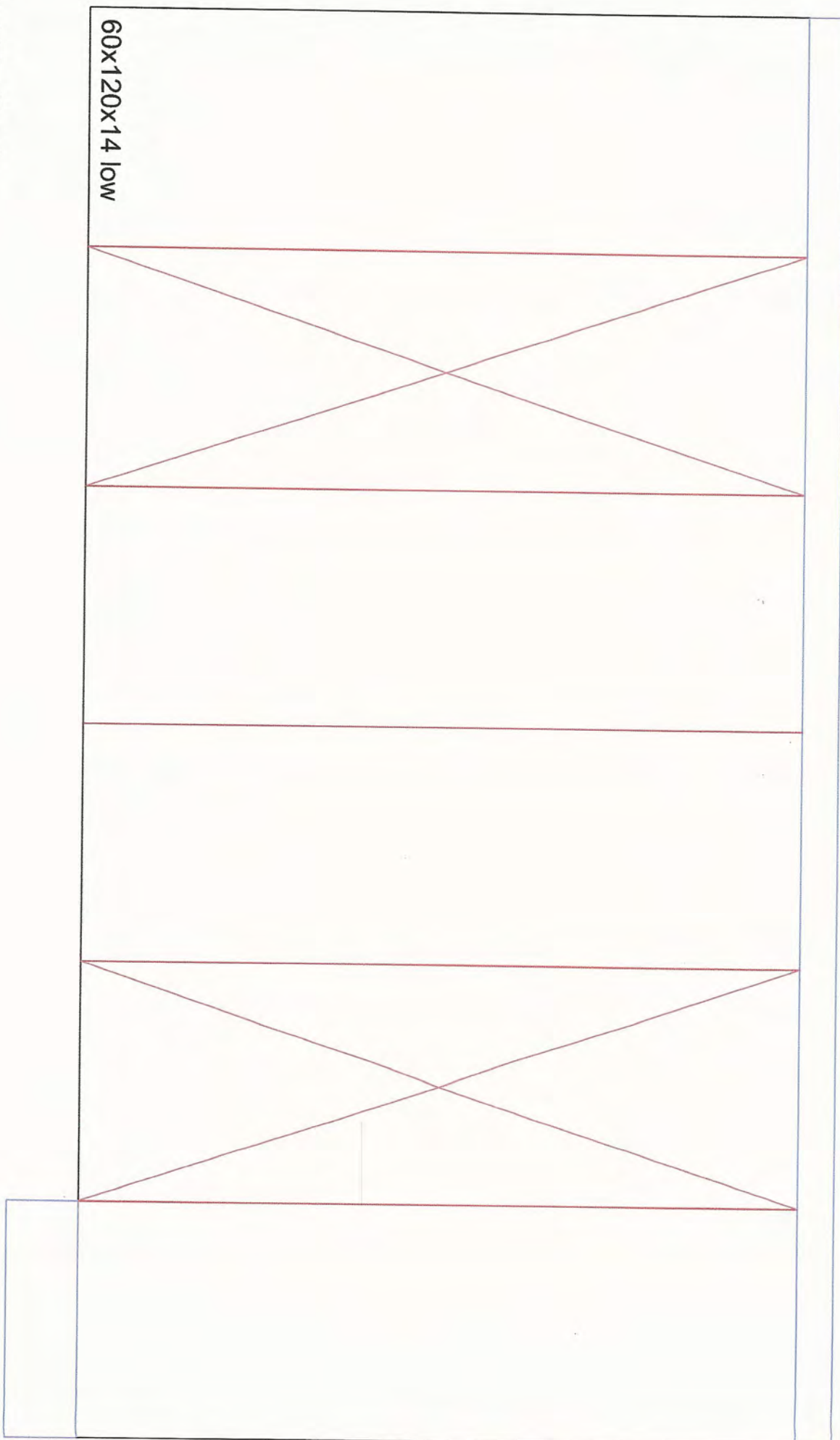
### **Funding**

Stage 1 – Funds secured - \$750,000

Stage 2 – Funds available after sale of Whitshed Road facility.

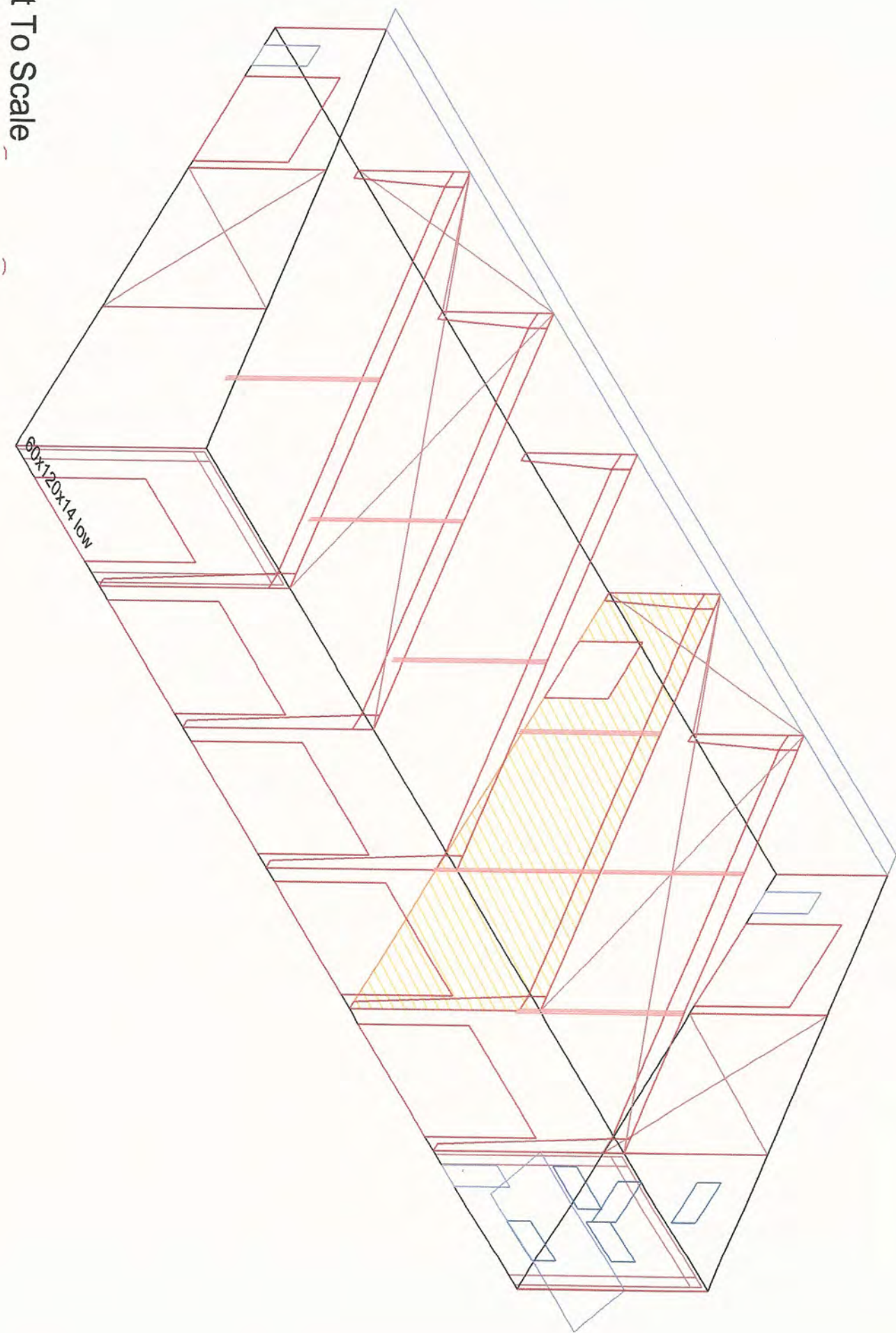
Not To Scale

60x120x14 low



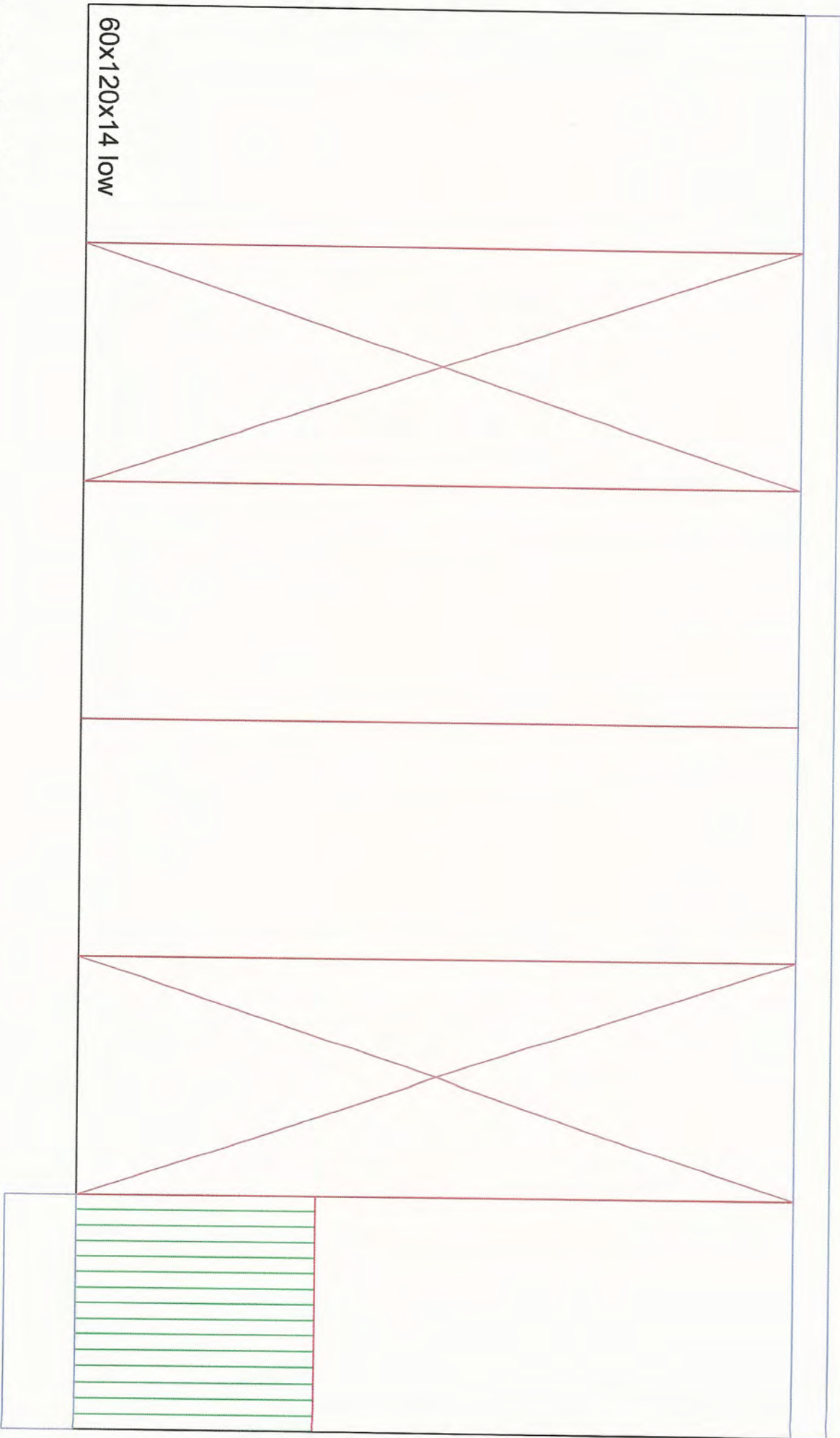


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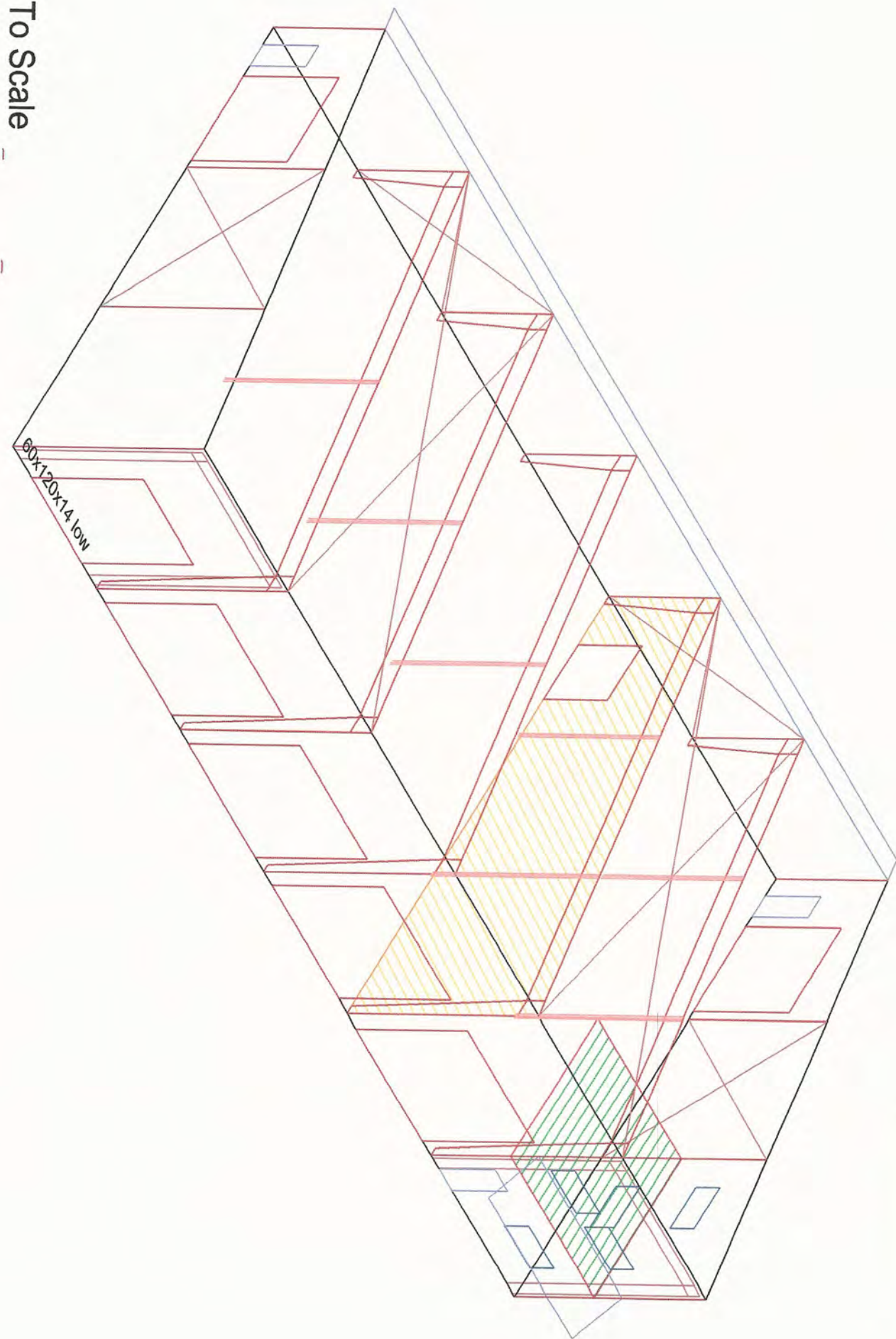


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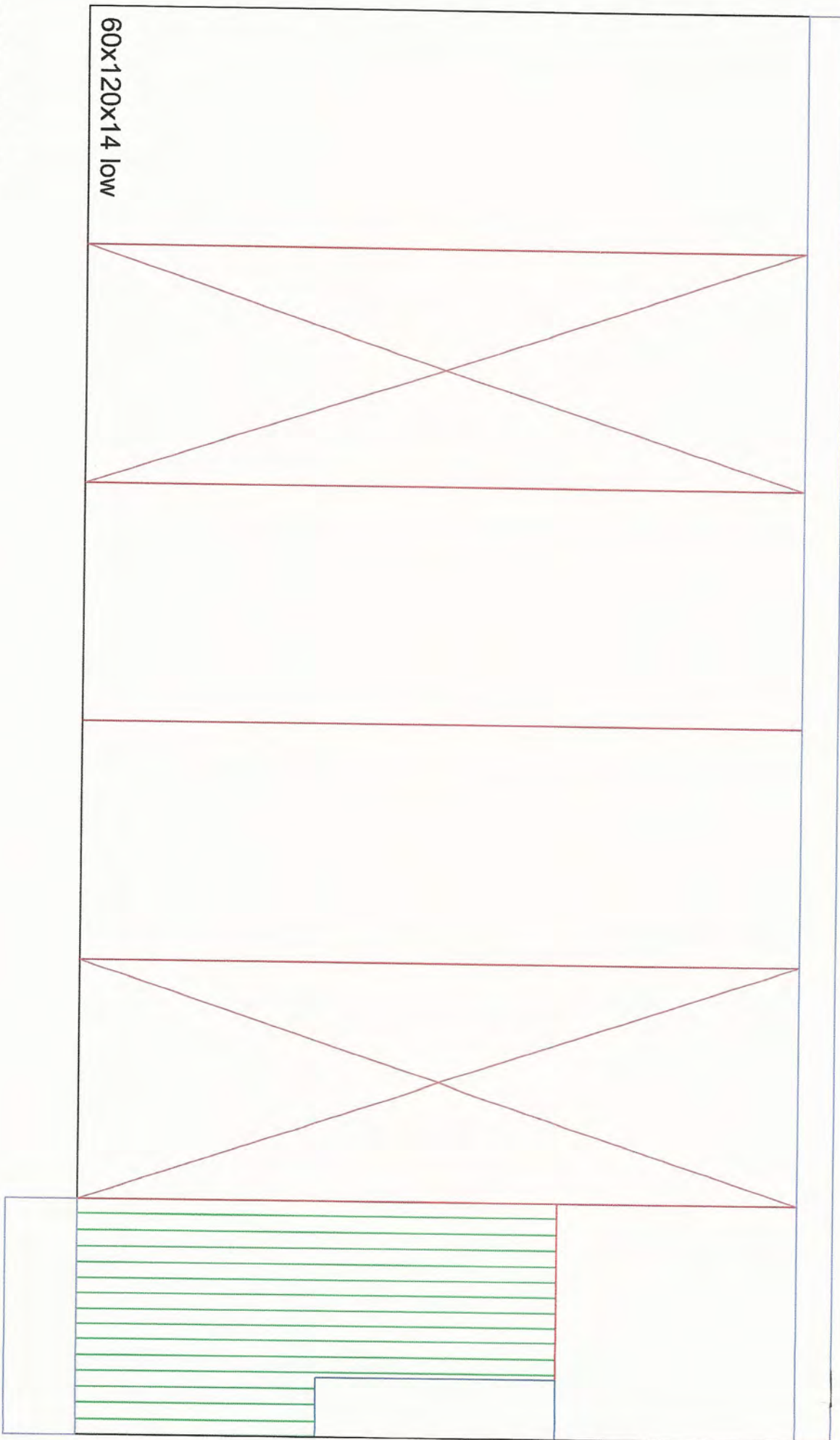
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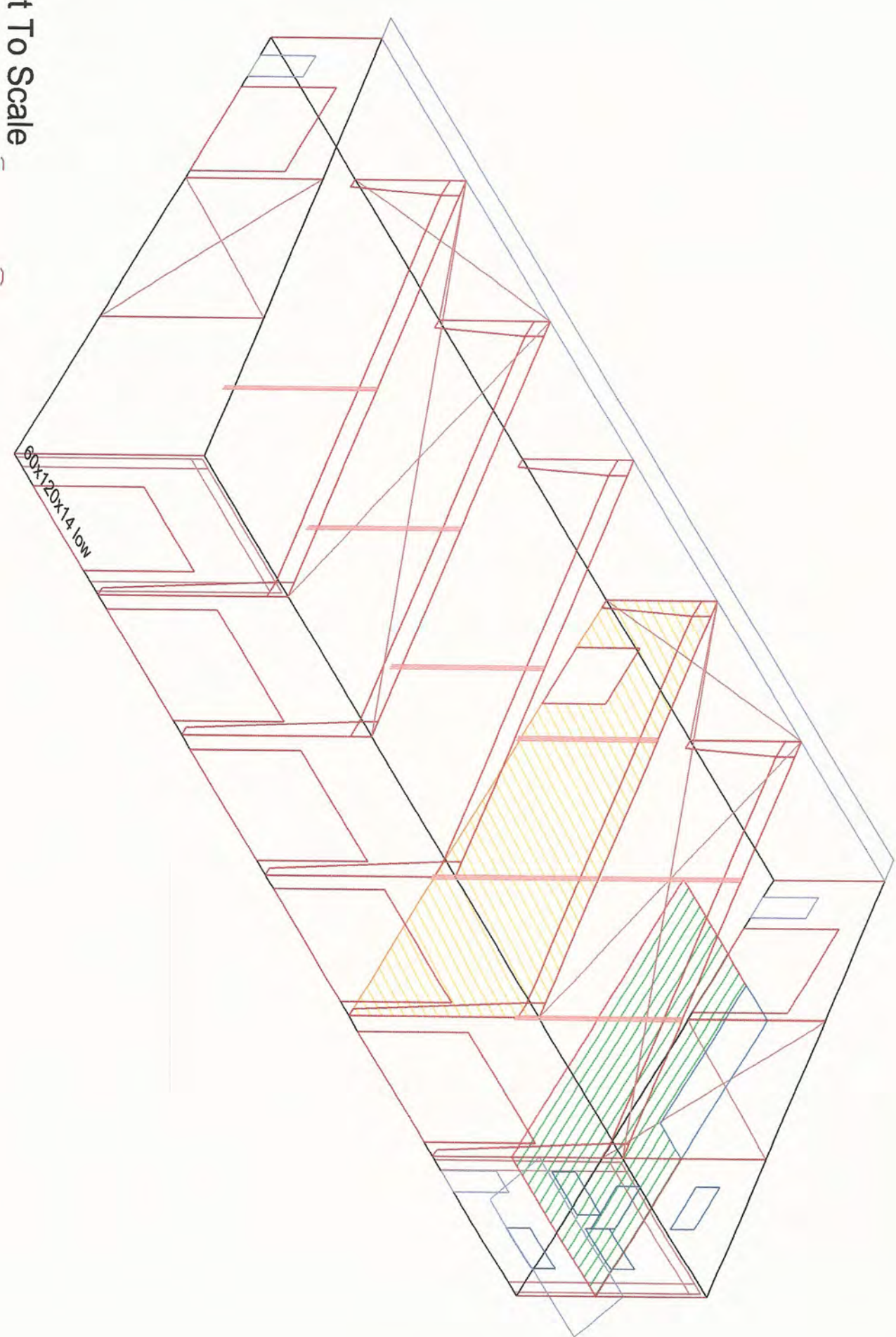
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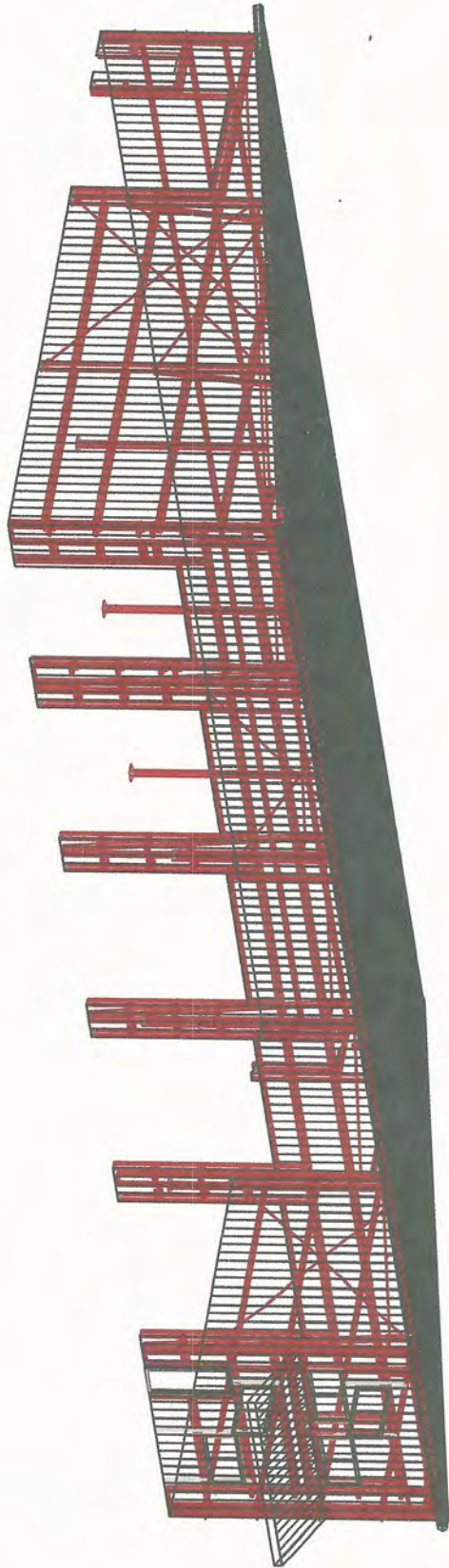
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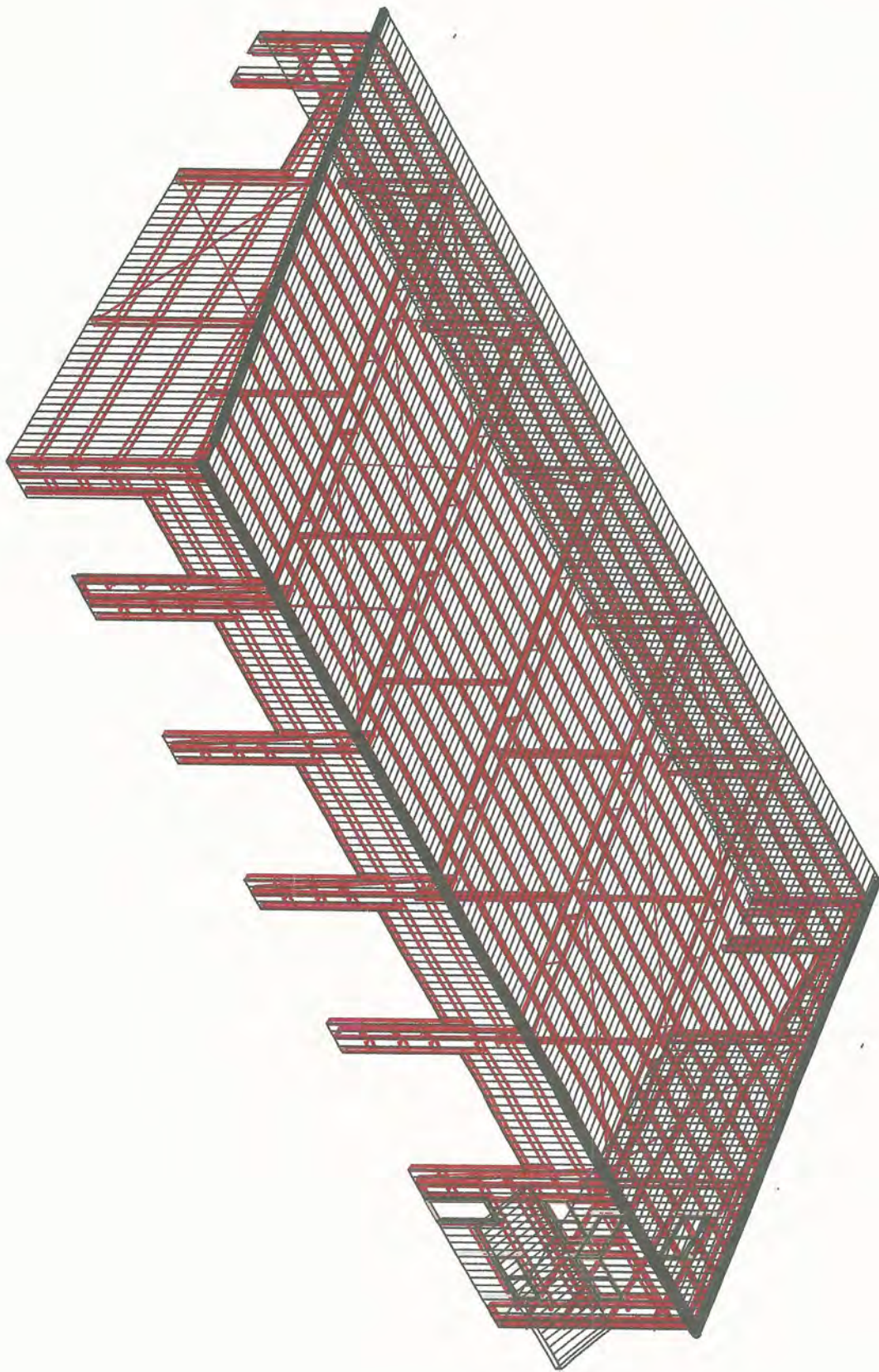


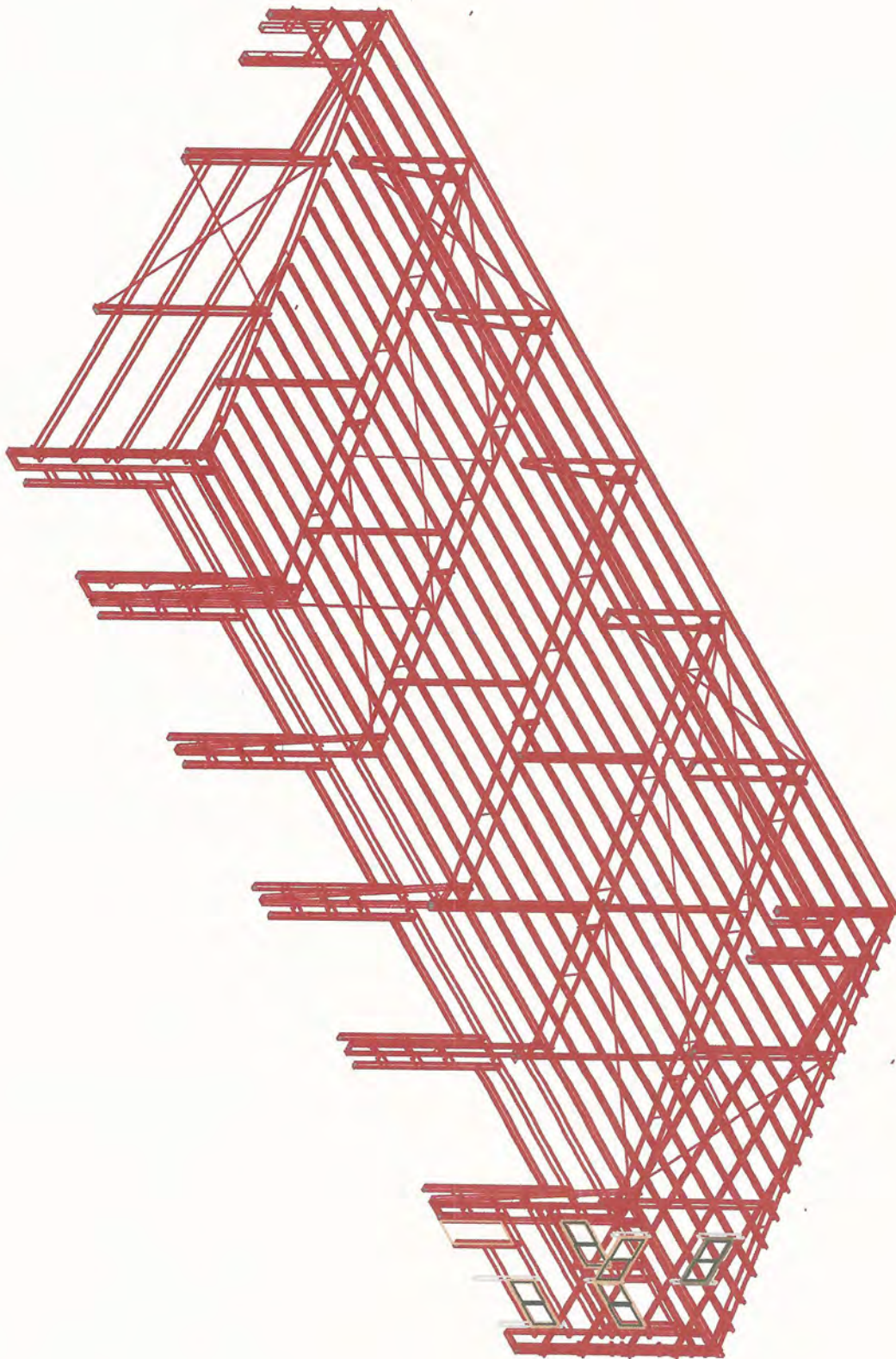
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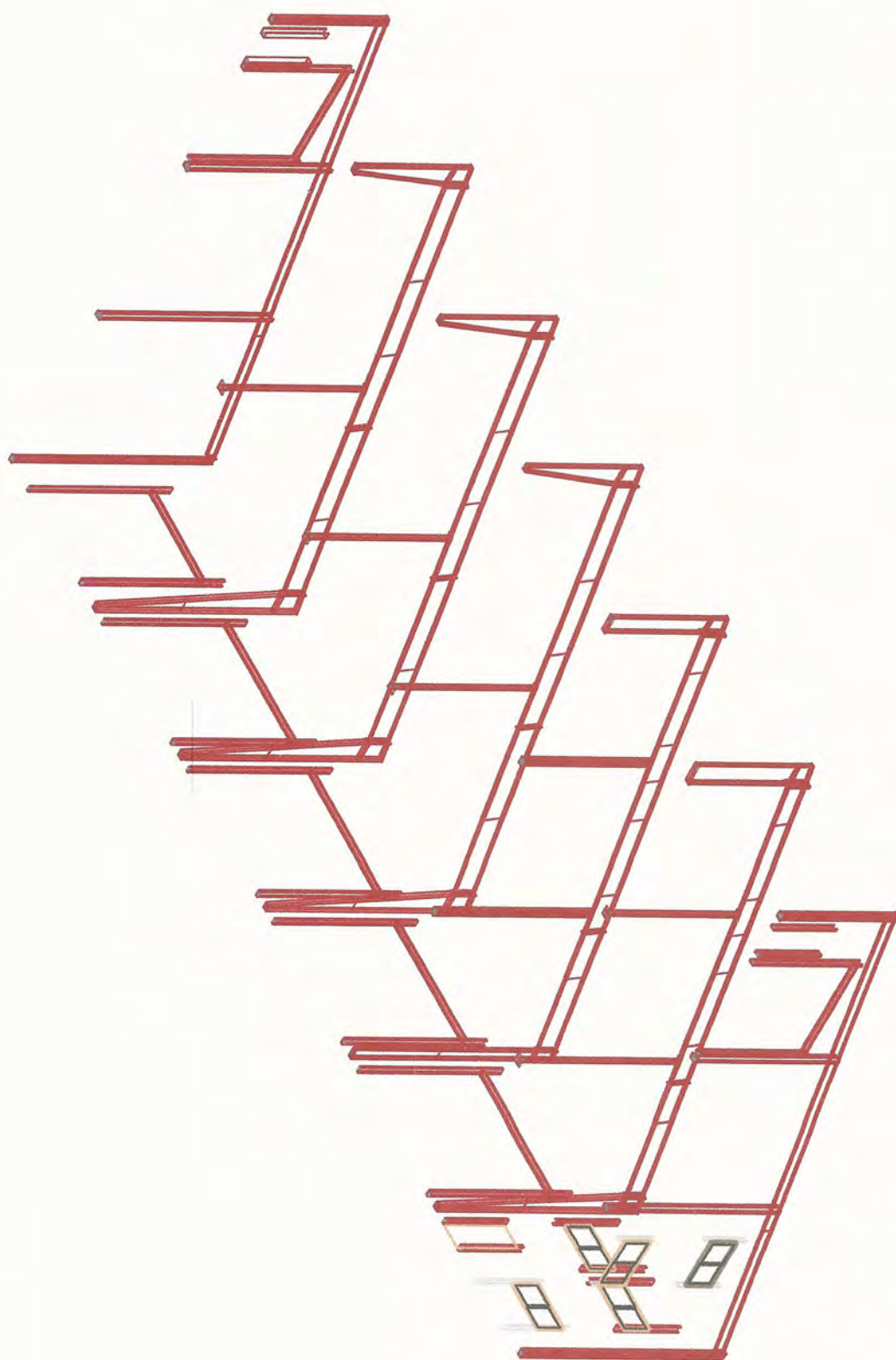




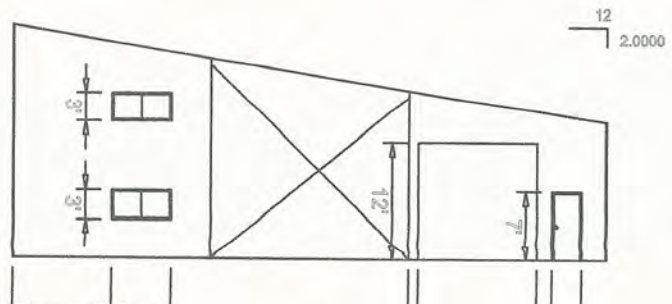


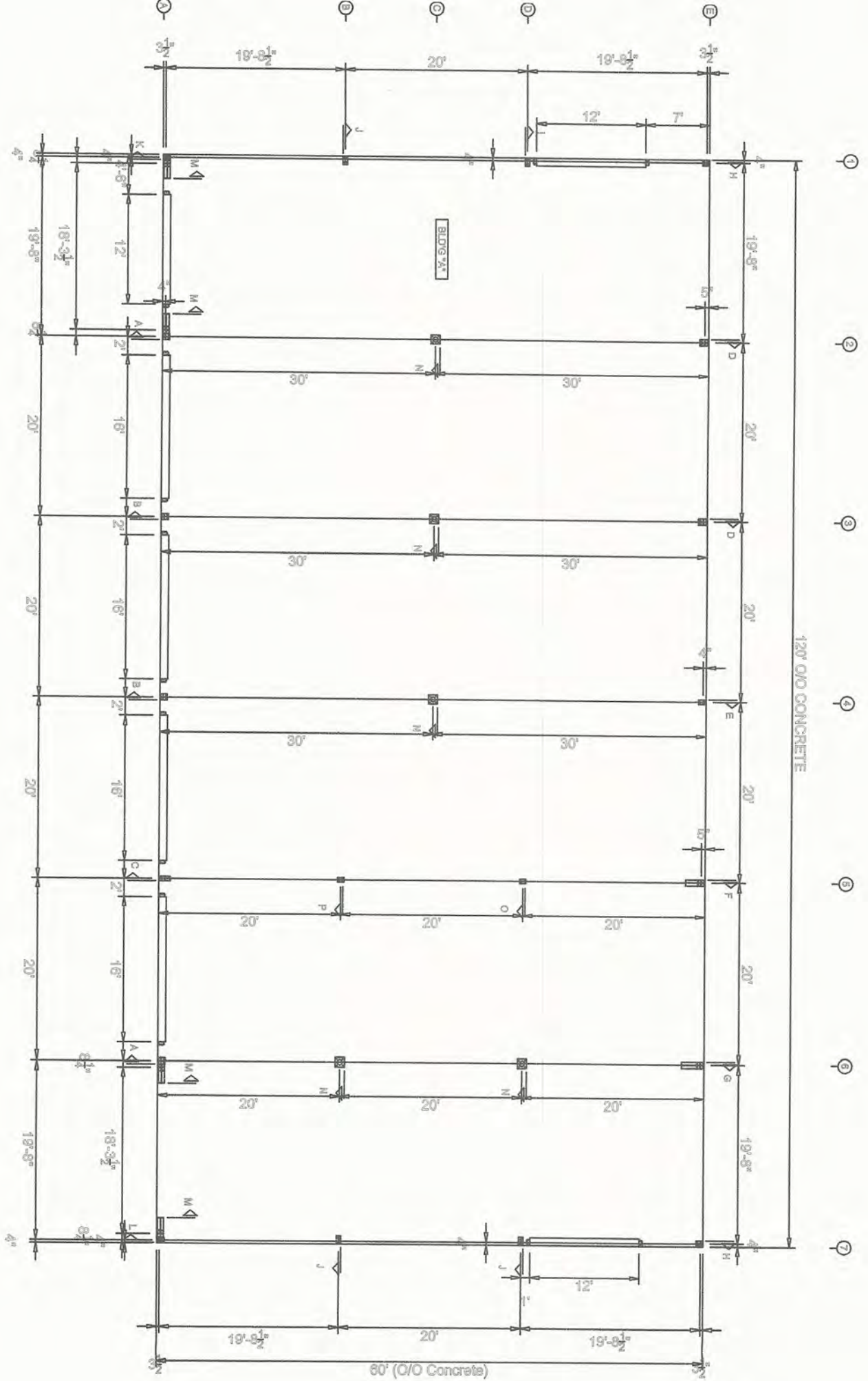


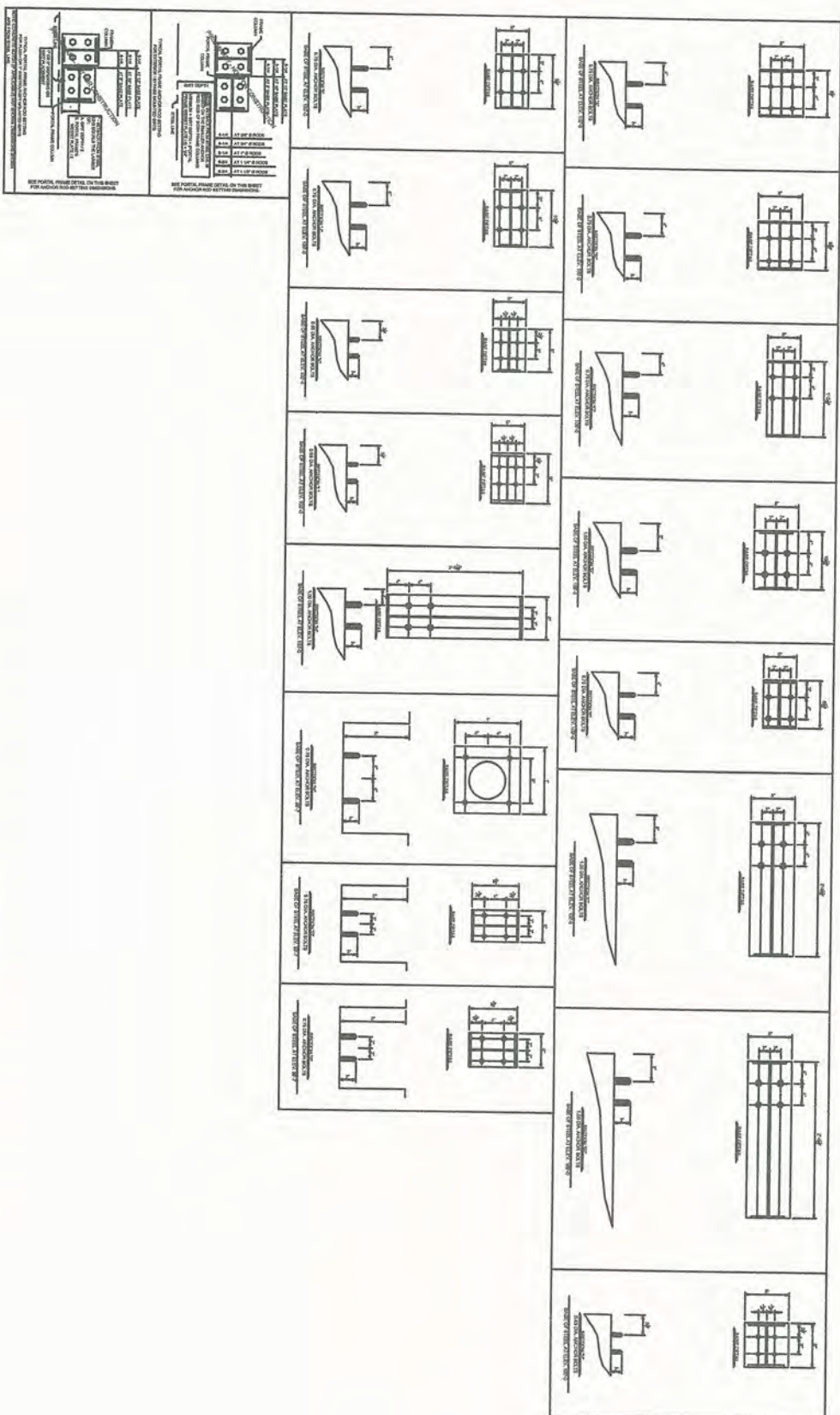




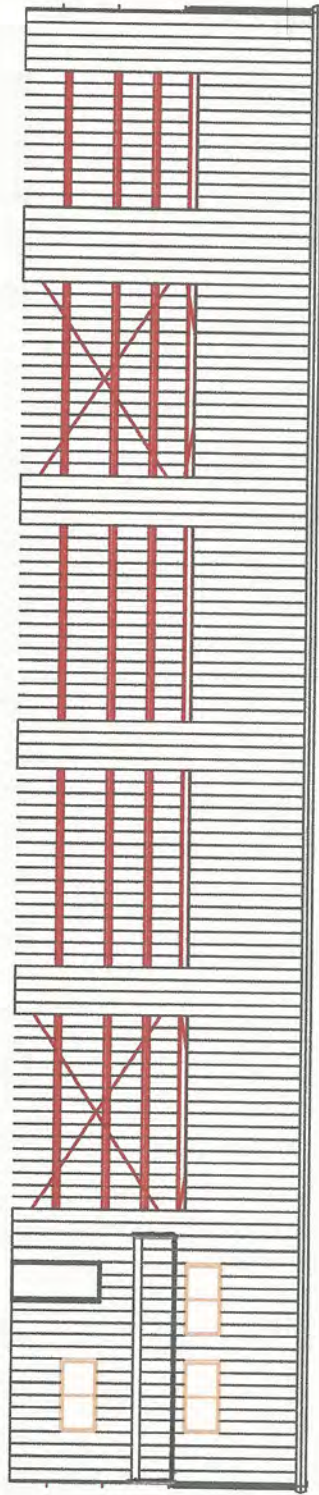




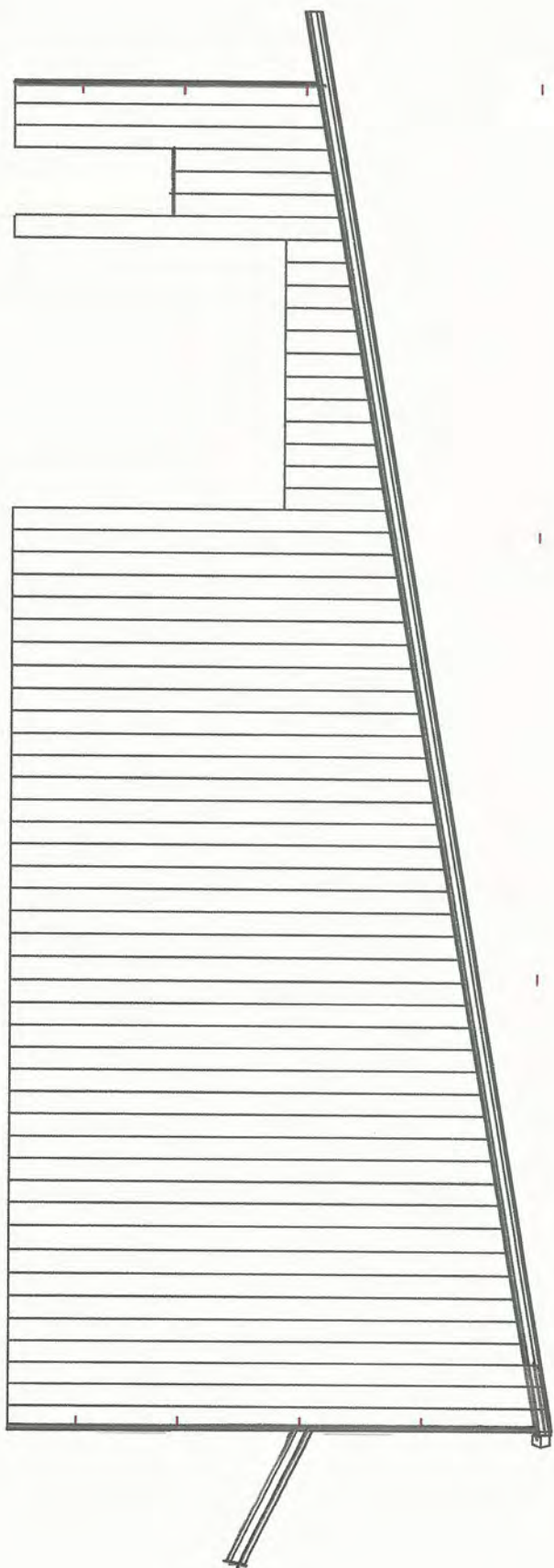




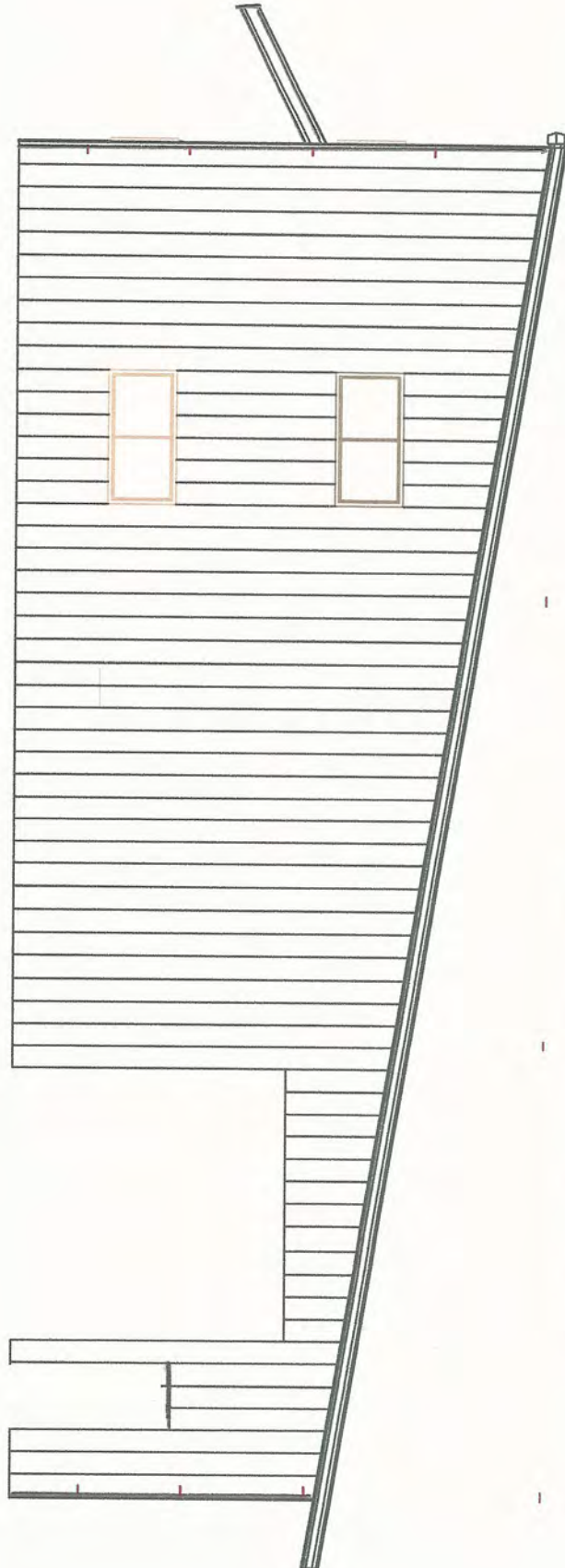












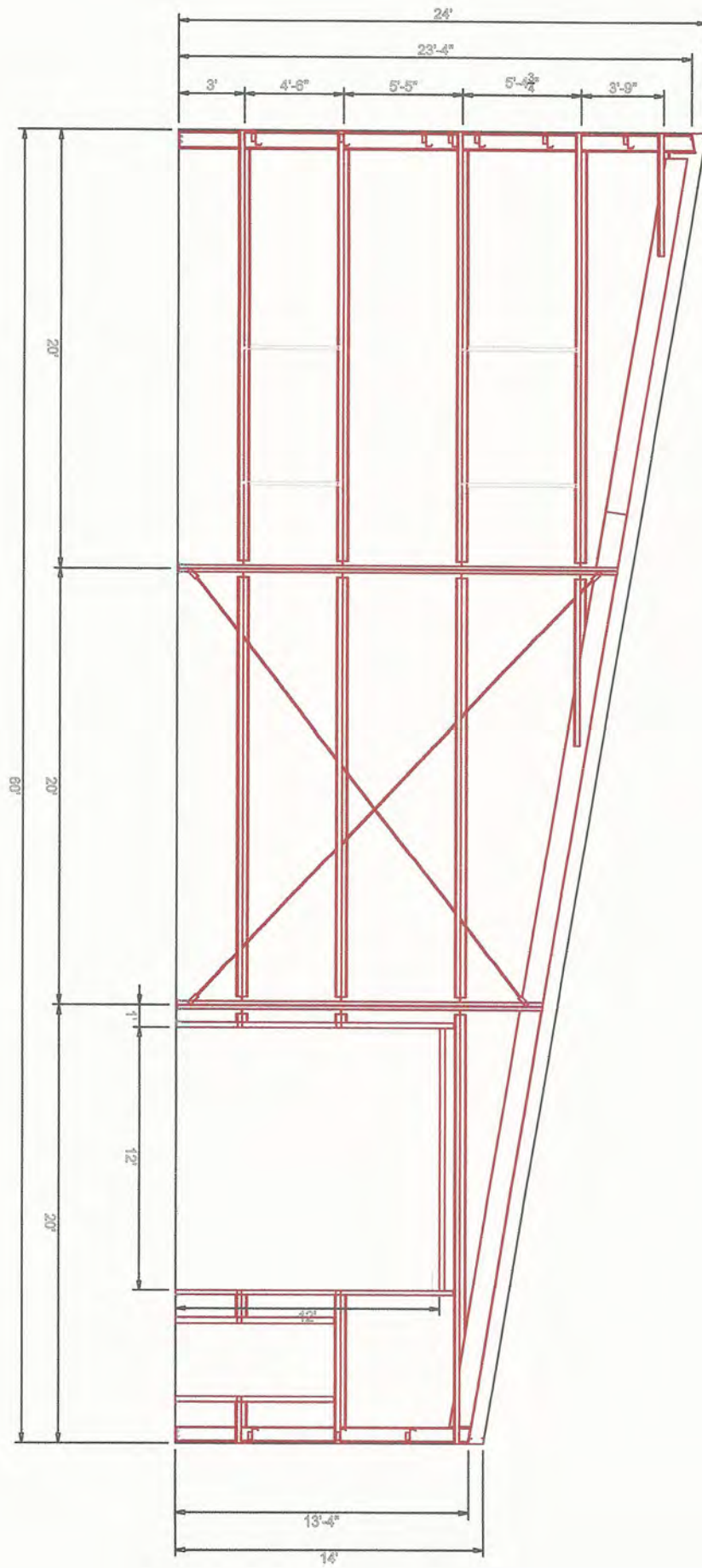








RIGHT STRUCTURAL ELEVATION - (A) 60x120x14 low





## **AGENDA ITEM # 16**

### **City Council Meeting Date: 5/16/2018**

### **CITY COUNCIL COMMUNICATION FORM**

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**FROM:** Alan Lanning, City Manager

**DATE:** 5/16/2018

**ITEM:** General Fund Reserve Transfer

**NEXT STEP:** Seeking Council Action

---

☐ ORDINANCE  
☐ MOTION  
☐ INFORMATION  
☒ RESOLUTION

---

#### **I. REQUEST OR ISSUE:**

At the direction of City Council, staff is forwarding a resolution to allow Council to consider participation in the Geotechnical Assessment work for the Crater Lake project. This appears to be a two-step process, first determining the Council's desire to participate in the current Crater Lake development step, the Geotechnical Assessment and then determining the funding level. These funds will be transferred from the General Fund Reserve.

#### **II. RECOMMENDED ACTION / NEXT STEP:**

Council action on Resolution 05-18-12, considering the transfer of funds from the General Fund Reserve to CEC to cover a portion of the costs for the Crater Lake Geotechnical Assessment.



**III. FISCAL IMPACTS:**

The fiscal impact is up to \$100,000 reduction to the General Fund Reserve. The final phases of participation, if any, are to be determined.

**IV. BACKGROUND INFORMATION:**

The Crater Lake project has been discussed for years. The City of Cordova has participated with \$50,000 for the Crater Lake Feasibility study and with an ongoing commitment of staff time. This phase of the project is the geotechnical assessment and will determine the final direction of the project and identify potential risks in the final design and construction of the project. The City Council has viewed previous information and presentations regarding the project and has expressed periodic support for the project, including previous funding. The current action will allow the Cordova City Council to formally declare a position for this phase of the project and its further development. As you will recall, various funding sources including CEC, Department of Energy through the Idaho National Laboratory and the RADIANCE grant have already committed funding.

The attached resolution allows Council to make a funding level choice.

**V. LEGAL ISSUES:**

An agreement will be developed or acknowledge City participation.

**VI. CONFLICTS OR ENVIRONMENTAL ISSUES:**

There are none anticipated.

**VII. SUMMARY AND ALTERNATIVES:**

Approve the Resolution.  
Deny the Resolution.  
Suggest other alternative.

**CITY OF CORDOVA, ALASKA  
RESOLUTION 05-18-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
AUTHORIZING AMENDMENT OF THE FY18 BUDGET AND AUTHORIZING THE  
EXPENDITURE TO BE USED FOR GEOTECHNICAL ASSESSMENT FOR THE  
CRATER LAKE PROJECT.**

**WHEREAS**, The City Council of the City of Cordova, Alaska, has adopted the City Operating Budget and appropriated funds for FY 2018 for the period of January 1, 2018 to December 31, 2018; and

**WHEREAS**, The City of Cordova, through previous City Councils and staff, participated in the Crater Lake Feasibility Study in January 2016, authorizing an expenditure of \$50,000; and

**WHEREAS**, The City of Cordova has participated in various aspects of the Crater Lake Project, utilizing City staff review and participation; and

**WHEREAS**, The City Council has discussed and considered partnering with CEC on the Crater Lake Project and is now demonstrating a formal position on the project, agreeing to share costs for the Geotechnical assessment, at the following funding level:

- A: \$25,000
- B: \$50,000
- C: \$75,000
- D: \$100,000
- E: Other; and

**WHEREAS**, The funds to be allocated will come from the general fund reserve and will be expensed out of line #401-802-55300.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Cordova, Alaska, hereby approves amendment of the FY18 Budget and authorizes an amount not to exceed \_\_\_\_\_ for Geotechnical assessment for the Crater Lake Project.

**PASSED AND APPROVED THIS 16<sup>th</sup> DAY OF MAY, 2018.**

\_\_\_\_\_  
Clay R. Koplin, Mayor

ATTEST:

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



**AGENDA ITEM 17**  
**City Council Meeting Date: 05/16/2018**  
**CITY COUNCIL COMMUNICATION FORM**

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**FROM:** Susan Bourgeois, City Clerk  
**DATE:** 05/07/2018  
**ITEM:** Certification of the 2018 Property Assessment Roll  
**NEXT STEP:** Majority voice vote

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☐ ORDINANCE  
☒ MOTION

☐ RESOLUTION  
☐ INFORMATION

---

- I. **REQUEST OR ISSUE:** Certification of the Property Assessment Roll.
- II. **RECOMMENDED ACTION / NEXT STEP:** Suggested motion:  
*I move to certify the 2018 Property Assessment Roll as presented by the City Clerk's Office.*
- III. **FISCAL IMPACTS:** Certification of the roll is the first step toward collection of 2018 property taxes. The certification of the roll gives the full taxable value of the City. A mill rate will later be set which when multiplied by the assessed value determines property tax amounts which get billed to the individual property owners. Bills go in the mail per City Code by July 1, 2018 and the collection is in halves, the first half due on or before August 31, 2018 and the second half due on or before October 31, 2018.
- IV. **BACKGROUND INFORMATION:** Contract Assessor, Appraisal Company of Alaska conducted a customary review of Cordova's properties in the fall and winter of 2017 to arrive at new values for the 2018 assessment roll; all properties are assessed at their values as of January 1, 2018. For 2018 the assessors determined that the one segment that seemed below market value based on actual sale prices (determined by analyzing the sales ratio report compiled annually) was commercial land and so that saw an increase across the board of 12.5%. Residential property values did not receive an across the board increase for 2018. Cellular towers saw an increase in value and two new cell towers were added to the rolls this year which added \$5.5 million in assessed value (1 tower owned by CTC is exempt, 1 owned by CWC is taxable). Another sizable

addition to the rolls was the Trident bunkhouses at \$3.5 million. Other properties that experienced a change in assessed value were likely based on active building permits, increases on percentage complete on improvements that had already been under construction, adjustments in possessory interest values on leased properties or due to an owner's appeal.

Assessment notices were mailed to all property owners on March 9, 2018. During the 30 day appeal period, the Deputy Clerk received 20 appeals which were timely handled by Appraisal Company of Alaska. The Board of Equalization Hearing was scheduled for April 16, 2018, at which time, the Board would have heard any appeals that were not resolved between the appellant and the assessor. In 2018, no appeals were heard before the Board as each was worked out amicably between appellant and assessor. Adjusted Assessment notices were sent to the 20 appellants on April 18, 2018.

**V. LEGAL ISSUES:** The pertinent references to the Cordova Municipal Code are as follows:

**5.36.190 - Appeal—Entry of changes by assessor.**

Except as to supplementary assessments, the assessor shall enter the changes so certified upon his records, and certify the final assessment roll by June 1st.  
(Ord. 777 (part), 1996: prior code § 13.121, as amended during 1979 codification).

**5.36.230 - Delivery of statement to council.**

When the final assessment records have been completed by the assessor as provided in this chapter, the assessor shall deliver to the council on or before June 1st of each year a statement of the total assessed valuation of all real property within the city.  
(Ord. 777 (part), 1996: prior code § 13.125, as amended during 1979 codification).

**5.36.240 - Amount set by resolution.**

The council shall thereupon by resolution annually before June 15th fix a rate of tax levy and designate the number of mills upon each dollar of value of assessed taxable real property that shall be levied.  
(Ord. 777 (part), 1996: prior code § 13.126, as amended during 1979 codification).

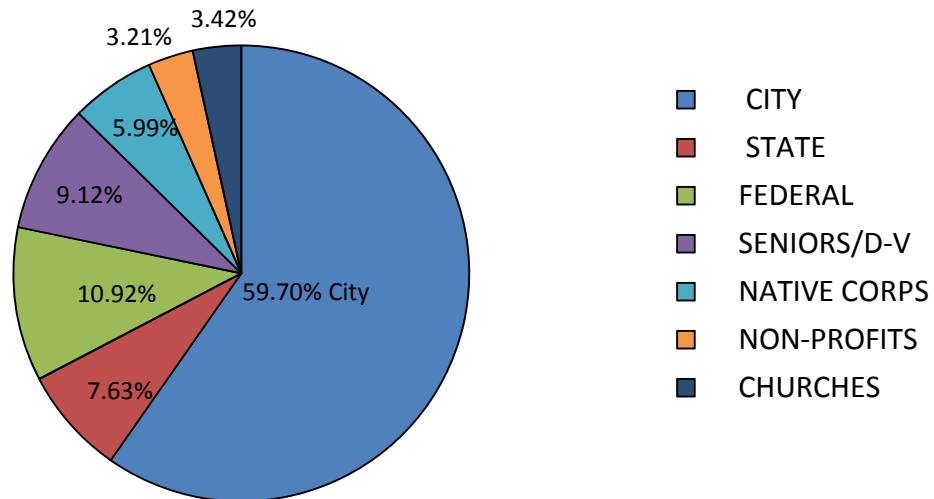
**VI. SUMMARY AND ALTERNATIVES:** Council should approve the motion to certify the roll unless there is reason to believe there was a breach in procedure either by the Contract Assessor or the City Clerk's Office.



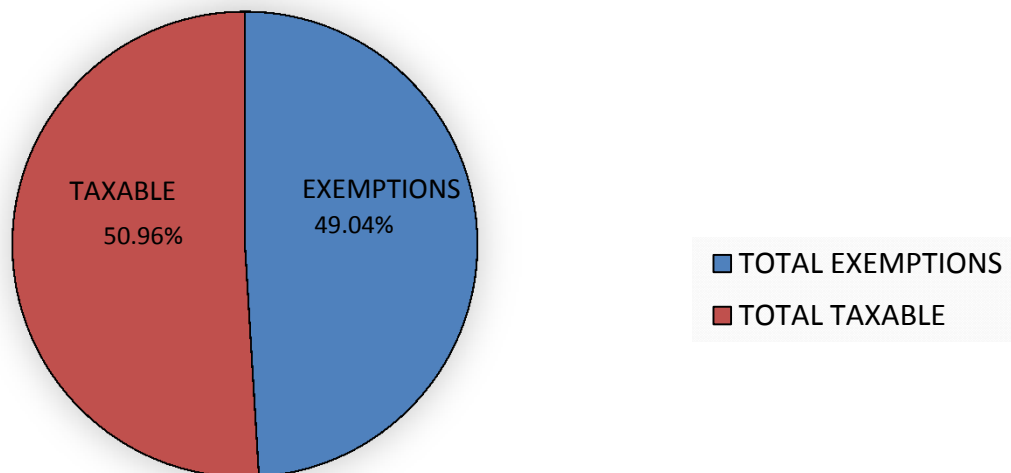
### THREE YEARS COMPARISON OF EXEMPT VALUE TO TAXABLE VALUE

	2018	%	2017	%	2016	%
<b>TOTAL LAND</b>	\$93,650,400		\$90,337,900		\$89,719,700	
<b>TOTAL IMPROVEMENTS</b>	\$327,286,660		\$318,566,390		\$318,062,570	
<b>TOTAL ASSESSED VALUE</b>	\$420,937,060	100%	\$408,904,290	100%	\$407,782,270	100%
<b>TOTAL EXEMPTIONS</b>	\$206,410,900	49.04%	\$203,768,000	49.83%	\$205,663,800	50.43%
<b>TOTAL TAXABLE</b>	\$214,526,160	50.96%	\$205,136,290	50.17%	\$202,118,470	49.57%
<b>EXEMPTIONS:</b>						
<b>CITY</b>	\$123,236,500	59.70%	\$121,668,900	59.71%	\$124,964,800	60.76%
<b>STATE</b>	\$15,752,500	7.63%	\$15,910,200	7.81%	\$15,572,200	7.57%
<b>FEDERAL</b>	\$22,536,600	10.92%	\$22,414,100	11.00%	\$22,515,700	10.95%
<b>SENIORS/D-V</b>	\$18,829,500	9.12%	\$18,064,500	8.87%	\$16,983,300	8.26%
<b>NATIVE CORPS</b>	\$12,370,100	5.99%	\$12,014,000	5.90%	\$11,909,500	5.79%
<b>NON-PROFITS</b>	\$6,619,400	3.21%	\$6,690,600	3.28%	\$6,712,600	3.26%
<b>CHURCHES</b>	\$7,066,300	3.42%	\$7,005,700	3.44%	\$7,005,700	3.41%
<b>TOTAL EXEMPTIONS</b>	\$206,410,900	100%	\$203,768,000	100%	\$205,663,800	100%

### 2018 EXEMPTION CATEGORIES



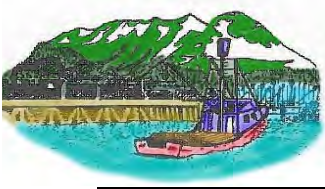
### 2018 TAXABLE VS EXEMPT



## CITY OF CORDOVA

### TEN YEARS PROPERTY ASSESSMENTS COMPARISON

TAX YEAR	PROP TAX BILLED	MILL RATES	TAXABLE ASSESSMENT	EXEMPTED ASSESSMENT	TOTAL ASSESSMENT
2008	\$1,660,068	13.00 & 12.00	\$129,773,078	\$122,555,522	\$252,328,600
2009	\$1,756,300	14.50 & 13.50	\$137,305,360	\$123,808,050	\$261,113,410
2010	\$2,093,027	13.90 & 12.90	\$146,419,540	\$124,237,950	\$270,657,490
2011	\$1,506,150	9.70 & 8.70	\$158,862,060	\$128,619,400	\$287,481,460
2012	\$1,500,605	9.43 & 8.43	\$162,764,496	\$130,722,764	\$293,487,260
2013	\$1,587,405	9.43 & 8.43	\$172,107,590	\$190,893,600	\$363,001,190
2014	\$2,129,122	12.07 & 11.07	\$179,527,870	\$200,270,200	\$379,798,070
2015	\$2,155,026	11.53	\$186,905,960	\$205,166,480	\$392,072,440
2016	\$2,234,841	11.05	\$202,118,470	\$205,663,800	\$407,782,270
2017	\$2,533,433	12.35	\$205,136,290	\$203,768,000	\$408,904,290
2018	Unknown	Not Set Yet	\$214,526,160	\$206,410,900	\$420,937,060



## City Council of the City of Cordova, Alaska

### Pending Agenda May 16, 2018 Regular Council Meeting

A.

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

- 1) Code change re Council member service on boards/commissions
- 2) Need for a Federal Lobbyist/RFP
- 3) Odiak Camper Park and/or other locations for long term rv/trailer space rentals in Cordova
- 4) Next strategic Planning Work Session - week of **May 14** or **May 21**
- 5) 2018 budget discussions - possible implications of 2 tax propositions on special election ballot
- 6) Comprehensive plan/master plan - to include - waterfront development & shipyard expansion - *rfp 18-02 is out* advertised beginning **5/3/18** - due in to City Manager and Planner by **2 pm 6/8/18**
- 7) Secure rural schools funding retro & current year - how to budget
- 8) Harbor expansion Town Hall type meeting - public input
- 9) Resolution of support for PWSAC and hatcheries re BoF proposals that speak against hatcheries need this by **September 2018** for next Board of Fish meetings

B.

#### Upcoming Meetings, agenda items and/or events:

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

6/6/2018	9/5/2018	12/5/2018	3/6/2019
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- 2) Staff quarterly reports will be in the following packets:

7/18/2018	10/17/2018	1/16/2019	4/17/2019
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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 - May 16, 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 12-16-43 4-Gus Linville 5-Tommy Sheridan 6-Bob Smith  
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 until May 2018  
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



# MAY 2018

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	1	2	3	4	5
		----- absentee voting @ City Hall May 1 - May 14 M-F 8a-5p -----				
			7:00 Council reg mtg CCAB			
6	7	8	9	10	11	12
		----- absentee voting @ City Hall May 7 - May 14 M-F 8a-5p -----				
		6:30 P&Z CCAB	7:00 Sch Bd HSL 7:00 Harbor Cms CCB			
13	14	15	16	17	18	19
 Mother's DAY		Special Election CCA 7am - 8pm 				
20	21	22	23	24	25	26
			6:00 Council work session 7:00 Council reg mtg CCAB	12:00 Council spec mtg CCAB		
		6:00 P&R CCM	6:00 CEC Board Meeting	6:00 CCMCAB HCR		
27	28	29	30	31	1	2
	Memorial Day- City Hall Offices Closed		5:30 CTC Board Meeting			
3	4	Notes				

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

# JUNE 2018

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
1	2	Notes				

6:00 Council work session  
6:45 Council pub hrg  
(maybe) CCAB  
7:00 Council reg mtg CCAB



Copper River Nouveau



6:30 P&Z CCAB

7:00 Sch Bd HSL  
7:00 Harbor Cms CCB

5:00 Council work session  
6:45 Council pub hrg  
(maybe) CCAB  
7:00 Council reg mtg CCAB



6:00 CEC Board Meeting

6:00 P&R CCM

5:30 CTC Board Meeting

6:00 CCMCAB HCR




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

# JULY 2018

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4 July 4-City Hall Offices Closed 	5 rescheduled due to holiday? 6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB	6	7
8	9	10	11	12	13 	14 Salmon Runs 
15	16	17 6:30 P&Z CCAB	18 7:00 Sch Bd HSL 7:00 Harbor Cms CCB	19	20 Copper River Wild Salmon Festival <a href="http://www.copperriverwild.org">www.copperriverwild.org</a>	21
22	23	24	25 6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB	26	27	28
29	30	31 6:00 P&R CCM	1 6:00 CEC Board Meeting 5:30 CTC Board Meeting	2 6:00 CCMCAB HCR	3	4
5	6	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
<b>Mayor:</b> 3 years	<b>Clay Koplin</b> <a href="mailto:Mayor@cityofcordova.net">Mayor@cityofcordova.net</a>	March 1, 2016	March-19
Council members:			
Seat A: 3 years	<b>James Burton</b> <a href="mailto:CouncilSeatA@cityofcordova.net">CouncilSeatA@cityofcordova.net</a>	March 1, 2016 March 5, 2013	March-19
Seat B: 3 years	<b>Kenneth Jones</b> <a href="mailto:CouncilSeatB@cityofcordova.net">CouncilSeatB@cityofcordova.net</a>	March 7, 2017	March-20
Seat C: 3 years	<b>Jeff Guard</b> <a href="mailto:CouncilSeatC@cityofcordova.net">CouncilSeatC@cityofcordova.net</a>	March 7, 2017	March-20
Seat D: 3 years	<b>Melina Meyer</b> <a href="mailto:CouncilSeatD@cityofcordova.net">CouncilSeatD@cityofcordova.net</a>	March 6, 2018	March-21
Seat E: 3 years	<b>Anne Schaefer</b> <small>elected by encl</small> <a href="mailto:CouncilSeatE@cityofcordova.net">CouncilSeatE@cityofcordova.net</a>	March 6, 2018 December 6, 2017	March-21
Seat F: 3 years	<b>David Allison, Vice Mayor</b> <a href="mailto:CouncilSeatF@cityofcordova.net">CouncilSeatF@cityofcordova.net</a>	March 1, 2016	March-19
Seat G: 3 years	<b>James Wiese</b> <a href="mailto:CouncilSeatG@cityofcordova.net">CouncilSeatG@cityofcordova.net</a>	March 1, 2016	March-19

## Cordova School District School Board - Elected

length of term		Date Elected	Term Expires
3 years	<b>Barb Jewell, President</b> <a href="mailto:bjewell@cordovasd.org">bjewell@cordovasd.org</a>	March 1, 2016 March 5, 2013	March-19
3 years	<b>Bret Bradford</b> <a href="mailto:bbradford@cordovasd.org">bbradford@cordovasd.org</a>	March 6, 2018 March 3, 2015	March-21
3 years	<b>Tammy Altermott</b> <a href="mailto:taltermott@cordovasd.org">taltermott@cordovasd.org</a>	March 1, 2016 March 5, 2013	March-19
3 years	<b>Peter Hoepfner</b> <a href="mailto:phoepfner@cordovasd.org">phoepfner@cordovasd.org</a>	March 6, 2018 March 3, 2015 March 6, 2012 March 3, 2009 March 7, 2006	March-21
3 years	<b>Sheryl Glasen</b> <a href="mailto:sglasen@cordovasd.org">sglasen@cordovasd.org</a> <i>Vacant (appointed, non-voting)</i> <i>City Council Rep</i>	March 7, 2017 March 4, 2014	March-20

seat up for re-election in 2019	<b>vacant</b>
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board/commission chair
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seat up for re-appt in Nov 18
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# 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	Linnea Ronnegard	March 6, 2018	March-21
3 years	<i>vacant due to resignation</i>		March-21

will be up for a  
2 yr term in  
2019

## 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	<i>vacant due to resignation</i>		November-19
3 years	Sarah Trumblee	February-18	November-20
3 years	Krysta Williams	February-18	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	<i>vacant due to resignation</i>		November-20

seat up for re-appt in Nov 18

seat up for re-election in 2019

*vacant*

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, Chair	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	<i>vacant due to resignation</i>		November-18
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 2019

board/commission chair

seat up for re-appt in Nov 18

*vacant*