

**Mayor**

*Clay Koplin*

**Council Members**

*James Burton*

*Kenneth Jones*

*Jeff Guard*

*Robert Beedle*

*Anne Schaefer*

*David Allison*

*James Wiese*

**City Manager**

*Alan Lanning*

**City Clerk**

*Susan Bourgeois*

**Deputy Clerk**

*Tina Hammer*

**Student Council**

*Olivia Carroll*

**Regular City Council Meeting  
December 20, 2017 @ 7:00 pm  
Cordova Center Community Rooms  
Agenda**

**A. Call to order**

**B. Invocation and pledge of allegiance**

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

**C. Roll call**

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

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

**E. Disclosures of Conflicts of Interest**

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

- 1. Guest Speakers
- 2. Audience comments regarding agenda items..... (3 minutes per speaker)
- 3. Chairpersons and Representatives of Boards and Commissions (CCMCABoD, School Board)
- 4. Student Council Representative Report

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

**5. Resolution 12-17-34..... (page 1)**

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

**6. Exception for Moose Lodge to open early for football playoffs per CMC 6.12.020C..... (page 7)**

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

**H. Approval of Minutes**

**8. Minutes of the 12-6-17 Council Public Hearing..... (page 10)**

**9. Minutes of the 12-6-17 Council Regular Meeting..... (page 11)**

**I. Consideration of Bids**

**J. Reports of Officers**

**10. Mayor’s Report..... (page 15)**

**11. Manager’s Report**

**12. City Clerk’s Report**

**K. Correspondence**

**L. Ordinances and Resolutions**

**13. Ordinance 1162..... (voice vote)(page 16)**

An ordinance of the City Council of the City of Cordova, Alaska, repealing and reenacting Cordova municipal code chapter 8.40 “marijuana regulation” removing the expired temporary prohibition against marijuana establishments within the City of Cordova, adopting regulations for such establishments, repealing and reenacting Cordova municipal code chapter 18.60

“conditional use permits” to include commercial marijuana facilities as a conditional use within the City and clarifying the conditional use process applicable to such facilities, and amending Cordova municipal code section 5.40.012 “surtax levied on certain sales, services, and rents,” to levy a surtax on the sale of retail marijuana and marijuana products within the city – 1<sup>st</sup> reading

14. Resolution 12-17-35..... (voice vote)(page 36)  
A resolution of the City Council of the City of Cordova, Alaska, supporting establishment of a Cordova Community Foundation

**M. Unfinished Business**

**N. New & Miscellaneous Business**

15. Council approval of amendments to City Manager’s contract..... (voice vote)(page 38)  
16. Council approval of amendments to City Clerk’s contract..... (voice vote)(page 47)  
17. Council approval of budget transfers for bonuses/adjustments..... (voice vote)(page 53)  
18. Pending Agenda, Calendar and Elected & Appointed Officials lists..... (page 54)

**O. Audience Participation**

**P. Council Comments**

**Q. Adjournment**

**Executive Sessions: Subjects which may be discussed are:** (1) Matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government; (2) Subjects that tend to prejudice the reputation and character of any person; provided that the person may request a public discussion; (3) Matters which by law, municipal charter or code are required to be confidential; (4) Matters involving consideration of governmental records that by law are not subject to public disclosure.

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**Agenda Item # 5 within the Consent Calendar**  
**City Council Meeting Date: 12/20/2017**  
**City Council Communication Form**

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**FROM:** Susan Bourgeois, CMC, City Clerk  
**DATE:** 12/12/2017  
**ITEM:** Resolution 12-17-34  
**ACTION:** Adopting alternative allocation method for shared fish business tax

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Ordinance                       Motion  
 Resolution                       Information

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- I. **REQUEST OR ISSUE:** Council annually approves this resolution which allows for a 3 way split of the shared portion of FMA 15 PWS between Whittier/Cordova/Valdez.
- II. **RECOMMENDED ACTION:** Approval of the consent calendar including: motion to approve resolution 12-17-34.
- III. **FISCAL IMPACTS:** Business tax of \$69,433.19 is the amount, per the letter and attachment from DCCED, to be divided equally among the 3 communities in FMA #15. Approval of the resolution garners Cordova \$23,144.40.
- IV. **BACKGROUND INFORMATION:** Several years ago the Clerk's office spent considerable time in conversations with the other 2 communities and with the state to determine if a different alternative allocation method would be amenable. In the end, Cordova, Valdez and Whittier decided that the three way split was the best method.
- V. **LEGAL ISSUES:** none

- VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** A conflict could arise between Cordova and the other two communities if we persisted in attempting to allocate the FMA # 15 funding in an alternative method different from the customary 3 way split. In an attempt to remain neighborly, we should abandon further research and attempts to gain a larger share than the customary one-third.
- VII. **SUMMARY AND ALTERNATIVES:** Council could direct staff to proceed with the long form and/or proceed with negotiations with the other 2 communities for a different split. With only \$69,433.19 being allocated to FMA15 this year, the best possible outcome for Cordova using one of the three scenarios I worked up for a different alternate split is a gain of \$4,943.65. Also, if staff were directed to proceed with the long-form that would compel Valdez and Whittier to also complete the long form. Population plays a great role in any alternate split and Valdez' population is 4,011 to our 2,386.

**CITY OF CORDOVA, ALASKA  
RESOLUTION 12-17-34**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA  
ADOPTING AN ALTERNATIVE ALLOCATION METHOD FOR THE FY18  
SHARED FISHERIES BUSINESS TAX PROGRAM AND CERTIFYING THAT THIS  
ALLOCATION METHOD FAIRLY REPRESENTS THE DISTRIBUTION OF  
SIGNIFICANT EFFECTS OF FISHERIES BUSINESS ACTIVITY IN FMA 15: PRINCE  
WILLIAM SOUND**

**WHEREAS**, AS 29.60.450 requires that for a municipality to participate in the FY18 Shared Fisheries Business Tax Program, the municipality must demonstrate to the Department of Commerce, Community, and Economic Development (DCCED) that the municipality suffered significant effects during calendar year 2016 from fisheries business activities; and

**WHEREAS**, 3 AAC 134.060 provides for the allocation of available program funding to eligible municipalities located within fisheries management areas specified by DCCED; and

**WHEREAS**, 3 AAC 134.070 provides for the use, at the discretion of DCCED, of alternative allocation methods which may be used within fisheries management areas if all eligible municipalities within the area agree to use the method, and the method incorporates some measure of relative significant effect of fisheries business activity on the respective municipalities in the area; and

**WHEREAS**, the Cordova City Council proposes to use an alternative allocation method for allocation of FY18 funding available within the Prince William Sound Management Area in agreement with all other municipalities in this area participating in the FY18 Shared Fisheries Business Tax Program.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Cordova, Alaska, by this resolution certifies that the following alternative allocation method fairly represents the distribution of significant effects during 2016 of fisheries business activity in the Prince William Sound Management Area.

**ALTERNATIVE ALLOCATION METHOD:** All eligible communities in the Prince William Sound Fisheries Management Area (Whittier, Valdez, and Cordova) will receive an equal share of the available funds.

**PASSED AND APPROVED THIS 20<sup>th</sup> DAY OF DECEMBER, 2017**

\_\_\_\_\_  
Clay R. Koplín, Mayor

ATTEST:

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



THE STATE  
of **ALASKA**  
GOVERNOR BILL WALKER

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

DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

455 3<sup>rd</sup> Avenue, Suite 140  
Fairbanks, Alaska 99701-4737  
Main: 907.451.2718  
Programs fax: 907.451.2742

November 13, 2017

RECEIVED  
NOV 17 2017  
City of Cordova

Dear Municipal Official:

The Department of Commerce, Community, and Economic Development is pleased to announce availability of the **FFY 2018 Shared Fisheries Business Tax Program**. The purpose of the program is to allocate a share of state fish tax collected outside municipal boundaries with municipalities that have been affected by fishing industry activities. Municipalities around the state will share approximately \$1.6 million based on 2016 fisheries activity as reported by fish processors on their fish tax returns. Details of how the program works are included in the application under *Program Description*.

Historically, your municipality along with the other communities in your fisheries management area (FMA) has filed using the alternative method. I have attached a separate sheet that details the communities that are in your FMA, as well as the anticipated payment based on your agreed upon allocation method from last year. If this agreement is still in place with your FMA, you will only need to have your Council/Assembly pass the enclosed alternative method sample resolution in order to participate in the program.

If your FMA intends to change the alternative method of allocation, the new proposal must be submitted to our office no later than **January 15, 2018**. If an agreement cannot be made with all communities in your FMA, you will need to file using the standard method and claim your significant effects. Instructions on both of these methods are detailed in the application packet.

**DEADLINE FOR SUBMISSION OF COMPLETED APPLICATION IS  
FEBRUARY 15, 2018.**

Applications can be scanned and emailed to [caa@alaska.gov](mailto:caa@alaska.gov) with the subject line **"Municipality Name, FY18, SFBT"** If you have any questions about the program or require assistance in completing the application, please contact me at [kimberly.phillips@alaska.gov](mailto:kimberly.phillips@alaska.gov) or call (907) 451-2718.

Sincerely,

Kimberly Phillips  
Grants Administrator II

Enclosures

**FMA 15: Prince William Sound Area****Alternative Method\***Total allocation:  
\$69,433.19

<b>Community</b>	<b>Population</b>	<b>Calculated Allocation</b>
<b>Cordova</b>	2,386	\$23,144.40
Valdez	4,011	\$23,144.40
Whittier	248	\$23,144.40
Totals	6,645	\$69,433.19
Community Count	3	

\*Three municipalities share available funding equally.

**Analysis of FMA # 15 data and possible splits of Fisheries Business Tax**

	population of each community in FMA # 15	% of whole pop of FMA # 15	half of full amount being allocated	each community <i>share of half based on population</i>	share of other half based on long form (showing effects of commercial fishing) <i>45/45/10</i> ?	possible total if long form completed by all 3 communities	total if equal 3-way split	how much each community could see to gain/lose
Cordova	2386	35.91%	\$34,716.60	\$12,465.58	\$15,622.47	\$28,088.05	\$23,144.40	\$4,943.65
Valdez	4011	60.36%	\$34,716.60	\$20,955.34	\$15,622.47	\$36,577.81	\$23,144.40	\$13,433.42
Whittier	248	3.73%	\$34,716.60	\$1,295.67	\$3,471.66	\$4,767.33	\$23,144.40	-\$18,377.07
<b>totals</b>	<b>6645</b>	<b>100.00%</b>						

**Analysis of FMA # 15 data and possible splits of Fisheries Business Tax**

	population of each community in FMA # 15	% of whole pop of FMA # 15	half of full amount being allocated	each community <i>share of half based on 3-way split</i>	share of other half based on long form (showing effects of commercial fishing) <i>45/45/10</i> ?	possible total if long form completed by all 3 communities	total if equal 3-way split	how much each community could see to gain/lose
Cordova	2386	35.91%	\$34,716.60	\$11,572.20	\$15,622.47	\$27,194.67	\$23,144.40	\$4,050.27
Valdez	4011	60.36%	\$34,716.60	\$11,572.20	\$15,622.47	\$27,194.67	\$23,144.40	\$4,050.27
Whittier	248	3.73%	\$34,716.60	\$11,572.20	\$3,471.66	\$15,043.86	\$23,144.40	-\$8,100.54
<b>totals</b>	<b>6645</b>	<b>100.00%</b>						

**Analysis of FMA # 15 data and possible splits of Fisheries Business Tax**

	population of each community in FMA # 15	% of whole pop of FMA # 15	half of full amount being allocated	each community <i>share of half based on equal 3-way split</i>	share of other half <i>based on population</i>	possible total if long form completed by all 3 communities	total if equal 3-way split	how much each community could see to gain/lose
Cordova	2386	35.91%	\$34,716.60	\$11,572.20	\$12,465.58	\$24,037.78	\$23,144.40	\$893.38
Valdez	4011	60.36%	\$34,716.60	\$11,572.20	\$20,955.34	\$32,527.54	\$23,144.40	\$9,383.15
Whittier	248	3.73%	\$34,716.60	\$11,572.20	\$1,295.67	\$12,867.87	\$23,144.40	-\$10,276.53
<b>totals</b>	<b>6645</b>	<b>100.00%</b>						



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## A Memo from Susan Bourgeois, CMC, City Clerk

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DATE: December 12, 2017

TO: Mayor and City Council

SUBJECT: Exception to normal hours for alcohol service per CMC 6.12.020C

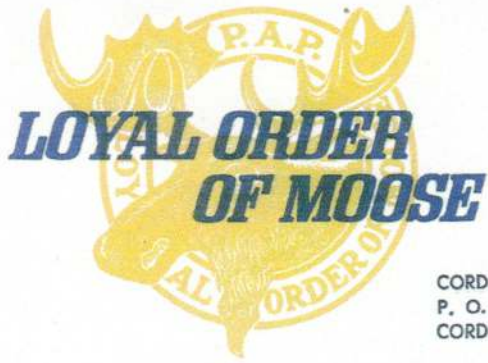
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Attached is a request from the Cordova Moose Lodge No. 1266 to serve alcohol earlier than normal business hours on weekends, during the 2017-2018 NFL Football Playoffs including on Super Bowl Sunday (between 8 and 9 am).

Attached is the pertinent Code (6.12.020) that gives the legal hours for service of alcoholic beverages and also gives Council the ability to grant additional hours by motion on request.

STAFF RECOMMENDATION: Move to approve the request of the Cordova Moose Lodge No. 1266.

REQUIRED ACTION: Majority voice vote or approval of the consent calendar.



CORDOVA LODGE No. 1266  
P. O. BOX 609  
CORDOVA, ALASKA 99574

December 1, 2017

RE: Early Hour openings

Dear City Manager & Council,

Each year the Moose Lodge hosts the Football Playoffs and the Super Bowl. We usually open the lodge between 8-9am on the days that coincide with the playoffs which are televised on weekends.

Please accept this letter as our request to open early.

If you have any questions or need additional information, please contact bar managers – Steve & Tammy Johnson.

Sincerely,

A handwritten signature in black ink that reads "Vicki Blackler". The signature is written in a cursive, flowing style.

Vicki Blackler  
Administrative Assistant

**6.12.020 - Establishment hours of operation.**

No person may consume, sell, offer for sale, give, furnish or deliver from an authorized liquor licensee any alcoholic beverage on any licensed premises within the city between the hours of two a.m. and eight a.m. each day of the week, except as follows:

- A. On Saturdays, Sundays and state legal holidays, the hour of closing shall be not later than four a.m.;
- B. On Sundays, the hour of opening shall be not earlier than ten a.m.;
- C. Council may grant additional hours on motion at any time, by request;
- D. Authorized liquor dispensing and retail establishments may remain open on all election days.

(Ord. 835 (part), 1999; prior code § 6.102 as amended during 1979 codification).

**City Council Public Hearing  
December 6, 2017 @ 6:45 pm  
Cordova Center Community Rooms A & B  
Minutes**

**A. Call to order**

*Mayor Clay Koplín* called the Council public hearing to order at 6:45 pm on December 6, 2017, in the Cordova Center Community Rooms.

**B. Roll call**

Present for roll call were *Mayor Koplín* and Council members *David Allison* and *James Wiese*. Council members *James Burton* and *Jeff Guard* were present via teleconference. Council members *Ken Jones* and *Robert Beedle* were absent. Also present were Student Council representative *Olivia Carroll*, City Manager *Alan Lanning* and City Clerk *Susan Bourgeois*.

**C. Public hearing**

1. Resolution 12-17-30 a resolution of the City Council of the City of Cordova, Alaska, adopting an operating and capital budget for fiscal year 2018 and appropriating the amount of \$14,843,052 as summarized pursuant to the following table
2. Resolution 12-17-31 a resolution of the City Council of the City of Cordova, Alaska adopting service fees, rates and charges for the 2018 calendar budget

*Mayor Koplín* opened the hearing up for public testimony on Resolutions 12-17-30 and 12-17-31.

*Alex Russin* of 209 South Second Street and Superintendent of Schools, acknowledged and appreciated the allocation to the schools in the proposed 2018 budget at \$1.5 million. He said that once the school district gets into their budget, they may have to come ask for more from Council; they have moving targets, and variables in constructing their budget. He said they will be specific if they have asks later on. *Mayor Koplín* mentioned Capital needs and a consolidated effort in Juneau. *Russin* said the gym floor is a concern and he has spoken with *Lanning* about that and has received support in troubleshooting ideas etc.

*Barb Jewell* Cordova School Board, added to Superintendent's comments that she often hears about how Cordova schools are funded well above the minimum - she realizes that and said they are appreciative of that and are able to brag about that at the legislature and at state conferences, etc. She wants everyone to also realize that Cordova's Schools provide services and supports that are well above the minimum and the goal is to continue in that vein.

*Greg Meyer* One Cannery Row commented on the Motor Fuel Tax that has been approved ahead of the 2018 budget, which he supported. He found out that Kodiak has a 21 cent motor fuel tax, Anchorage just instituted a 10 cent one.

**D. Adjournment**

*Mayor Koplín* adjourned the hearing at 6:57 pm

Approved: December 20, 2017

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

Regular City Council Meeting  
December 6, 2017 @ 7:00 pm  
Cordova Center Community Rooms A & B  
Minutes

**A. Call to order**

**Mayor Clay Koplín** called the Council regular meeting to order at 7:00 pm on December 6, 2017, in the Cordova Center Community Rooms.

**B. Invocation and pledge of allegiance**

**Mayor Koplín** led the audience in the pledge of allegiance.

**C. Roll call**

Present for roll call were **Mayor Koplín** and Council members **David Allison** and **James Wiese**. Council members **James Burton** and **Jeff Guard** were present via teleconference. Council members **Ken Jones** and **Robert Beedle** were absent. Also present were Student Council representative **Olivia Carroll**, City Manager **Alan Lanning** and City Clerk **Susan Bourgeois**.

**D. Approval of Regular Agenda**

**M/Allison S/Wiese** to approve the Regular Agenda.

Vote on the motion: 4 yeas, 0 nays, 2 absent (Jones, Beedle). Motion was approved.

**E. Disclosures of Conflicts of Interest**

**Allison** declared that his daughter is on the Tsunami Bowl which is sponsored and taught by the Science Center. **Mayor Koplín** said he did not see that as a conflict due to no substantial financial gain.

**Allison** also said he had possibly an ex parte communication to disclose. He said **Katrina Hoffman** approached him at the bazaar this weekend and asked if there were any questions he had for her about their proposal. He did not have questions. He felt he should disclose that in case someone saw them speaking. Council member **Wiese** said the same conversation occurred between himself and **Katrina Hoffman** - no extra information was given though. Council member **Guard** said he received an email from **Katrina Hoffman** but he did not open it or read the email - the subject line was asking if there were questions. The other council members said they received that same email. No one had any information to report, as none had responded to the emails.

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

1. Guest Speakers - none

2. Audience comments regarding agenda items

**Katrina Hoffman** of 301 South Second Street thanked Council for letting the Mayor know about the conversations. She also gave comments: tonight Council has the opportunity to act on something they outlined as a priority during strategic planning - finding a new spot for the PWSSC. She said that part of town has a lot of good alignment going on now that could make this really successful. She looks forward to working collaboratively with others in the area as well as City staff to accomplish this.

**Kristin Carpenter** commented as CRWP staff to speak in favor of the PWSSC project. Also she spoke in favor of Council electing **Anne Schaefer** to fill the council vacancy tonight.

**Andrew Smallwood** Vice Chair of the PWSSC board spoke in favor of the PWSSC proposal.

**Scott Pegau** 110 Mt. Eccles Estates spoke in support of Anne Schaefer's application for the Council seat.

**Mike Mahoney** a PWSSC board member spoke in support of making ASLS 2001-5 available to the PWSSC.

3. Chairpersons and Representatives of Boards and Commissions

**CCMC Authority Board of Directors** - CCMCA Board president **Kristin Carpenter**, said that the update on the pharmacy is that agreeable terms have been reached between CCMC and **Dave O'Brien** and the last day for Cordova Drug to be the pharmacy is Saturday and then as of Monday, the pharmacy in Cordova will be at the Medical Center. **Scot Mitchell** is hoping to have an agreement in place by the end of the year with Ilanka to be able to service those patients as well at the CCMC Pharmacy. Financially, the hospital is still moving in the right direction, about double the cash on hand as we had at this time last year. Approximately \$1.5 million ahead of where we thought we'd be at this time.

4. Student Council Representative Report - **Olivia Carroll** reported on the following: the gym floor is a big concern to students at school and it needs to be fixed; science is important at school and the PWSSC is integral to that - real hands on learning and a great asset to Cordova; the music department thanked everyone who attended the concert and supports them, it is appreciated; wrestlers travel to regionals tomorrow we wish them luck and the robotics team travels to their state qualifier this weekend.

### G. Approval of Consent Calendar

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

5. Resolution 12-17-32 A resolution of the City Council of the City of Cordova, Alaska, approving the final plat of "Tract A-3 and Lot 2, West Eyak Lake Tracts Subdivision Phase II"

6. Record excused absences of Council members **Burton** and **Allison** from the November 15, 2017 regular meeting

Vote on the consent calendar: 4 yeas, 0 nays, 2 absent. Wiese-yes; Jones-absent; Beedle-absent; Allison-yes; Burton-yes and Guard-yes. Consent Calendar was approved.

### H. Approval of Minutes

7. Minutes of the 11-1-17 Council Public Hearing

8. Minutes of the 11-1-17 Council Regular Meeting

9. Minutes of the 11-15-17 Council Regular Meeting

**M/Wiese S/Allison** to approve the minutes.

**Allison** had a clerical correction to make - asking the Clerk to please remedy that **Josh Hallquist** was still a council member on the November 15 meeting and as such should be listed as absent and then absent throughout the meeting until certification of the election at that meeting. **Bourgeois** said she agreed and would fix those minutes accordingly.

Vote on the motion: 4 yeas, 0 nays, 2 absent (Jones, Beedle). Motion was approved.

### I. Consideration of Bids

#### J. Reports of Officers

10. Mayor's Report - **Mayor Koplín** had a written report in the packet and added that he attended Board of Fish this last week and he thinks it went extremely well for Cordova, we were well-represented, processors, CDFU, PWSAC, more than 20 Cordova fishermen. The Copper River regs were left intact and a Saturday subsistence opener was added.

11. Manager's Report - **Lanning** had a bound copy of the budget book that he said will be printed should the budget be approved tonight. He mentioned the cleaned up version with appendices for fee schedule, etc. will be available to Council members, Superintendent, CCMC Administrator - will be available online, etc. He reminded Council that he would be gone December 20 - January 7. After January 1, he'd like to engage Council in a strategic planning update. He wanted to thank **Leif Stavig** for all the help with the budget.

12. City Clerk's Report - **Bourgeois** said she has been busy with this large packet, lots of correspondence this time and she will begin advertising shortly for the next Election upcoming in March of 2018.

#### K. Correspondence - none

13. 11-17-17 Letter from Mayor Koplín to Board of Fish re 2017 proposals

14. 11-25-17 Email from E. Thompson-Clark re support for Anne Schaefer to fill Council Seat E

15. 11-28-17 Letter from S. Pegau re support for Anne Schaefer to fill vacant Council Seat

16. 11-28-17 Email from K. McLaughlin re support for Anne Schaefer to fill vacant Council Seat

17. 11-28-17 Letter from M. Gabrielson re support for Anne Schaefer to fill Council Seat E

18. 11-28-17 Letter from A. Butler re support for Anne Schaefer to fill Council Seat E

19. 11-28-17 Letter from M. Bishop re support for Anne Schaefer to fill Council Seat E

20. 11-28-17 Letter from K. Carpenter re support for Anne Schaefer to fill Council Seat E

21. 11-28-17 Email from D. & A. Janka re support for Anne Schaefer to fill Council Seat E

22. 11-28-17 Letter from P. Oswald re support for Anne Schaefer to fill Council Seat E

23. 11-28-17 Email from L. Bien re support for Anne Schaefer to fill Council Seat E

24. 11-28-17 Email from S. Fritsch re support for Anne Schaefer to fill Council Seat E

25. 11-29-17 Email from C. Westing re support for Anne Schaefer to fill Council Seat E

26. 11-29-17 Email from B. Reynolds re support for Anne Schaefer to fill Council Seat E

27. 11-29-17 Letter from K. Morse re support for Anne Schaefer to fill Council Seat E

28. 11-29-17 Letter from C. McKinstry re support for Anne Schaefer to fill Council Seat E

29. 11-29-17 Letter from R. Ertz re support for Anne Schaefer to fill Council Seat E

30. 11-29-17 Email from J. Borst re support for Anne Schaefer to fill Council Seat E

31. 11-29-17 Letter from A. Cooper re support for Anne Schaefer to fill Council Seat E

32. 11-29-17 Email from K. Hoffman including 2 attached letters re City land disposal

#### L. Ordinances and Resolutions

**Mayor Koplín** said that this item has a blank because later we'll be electing a vice mayor - he thought if council concurred that they could approve it and know that Susan would fill in the blank administratively after Vice Mayor is elected.

33. Resolution 12-17-29 A resolution of the City Council of the City of Cordova, Alaska, authorizing: Cathy Sherman, Information Services Director; Susan Bourgeois, City Clerk; Clay Koplín, Mayor; Xxx Xxx, Vice-Mayor; Samantha Greenwood, City Planner; Anthony Schinella, Harbormaster and Weston Bennett, Superintendent of Facilities, to sign checks, vouchers, notes, other documents and have access to the safe deposit box as authorized by the City Council

*M/Allison S/Wiese* to approve resolution 12-17-29 a resolution of the City Council of the City of Cordova, Alaska, authorizing: Cathy Sherman, Information Services Director; Susan Bourgeois, City Clerk; Clay Koplín, Mayor; Xxx Xxx, Vice-Mayor; Samantha Greenwood, City Planner; Anthony Schinella, Harbormaster and Weston Bennett, Superintendent of Facilities, to sign checks, vouchers, notes, other documents and have access to the safe deposit box as authorized by the City Council

Vote on the motion: 4 yeas, 0 nays, 2 absent (Jones, Beedle). Motion was approved.

34. Resolution 12-17-30 a resolution of the City Council of the City of Cordova, Alaska, adopting an operating and capital budget for fiscal year 2018 and appropriating the amount of \$14,843,052 as summarized pursuant to the following table

*M/Wiese S/Allison* to approve Resolution 12-17-30 a resolution of the City Council of the City of Cordova, Alaska, adopting an operating and capital budget for fiscal year 2018 and appropriating the amount of \$14,843,052 as summarized pursuant to the following table

*Wiese* said we spent a lot of time on this, he is ready to approve. *Allison* said the only thing he wanted to point out is that the refuse department was not really delved into because not long ago we discussed it needing \$1,000,000 over the next ten years and we didn't budget for that at all.

Vote on the motion: 4 yeas, 0 nays, 2 absent. Beedle-absent; Jones-absent; Guard-yes; Allison-yes; Wiese-yes and Burton-yes. Motion was approved.

35. Resolution 12-17-31 a resolution of the City Council of the City of Cordova, Alaska, adopting service fees, rates and charges for the 2018 calendar budget

*M/Allison S/Wiese* to approve Resolution 12-17-31 a resolution of the City Council of the City of Cordova, Alaska, adopting service fees, rates and charges for the 2018 calendar budget

*Allison* said these numbers are tied in with the budget, it speaks for itself. Not too many changes except for the fees for some Cordova Center rents and the Harbor rates.

Vote on the motion: 4 yeas, 0 nays, 2 absent (Jones, Beedle). Motion was approved.

## M. Unfinished Business

### N. New & Miscellaneous Business

36. Council election to fill the vacancy in Council Seat E

*Allison* nominated *Anne Schaefer*.

*M/Allison S/Wiese* to close nominations.

Vote on the motion: 4 yeas, 0 nays, 2 absent (Jones, Beedle). Motion was approved.

*Mayor Koplín* said that with only one candidate nominated he asked for unanimous consent - Council concurred.

*Anne Schaefer* was elected.

37. Council election of a vice mayor

*Wiese* nominated *David Allison*.

*M/Wiese S/Guard* to close nominations.

Vote on the motion: 4 yeas, 0 nays, 2 absent (Jones, Beedle). Motion was approved.

*Mayor Koplín* said that with only one council member nominated he asked for unanimous consent - Council concurred.

38. Council action to make ASLS 2001-5 'available' on the land disposal maps

*M/Allison S/Burton* to make ASLS 2001-5 available on the 2017 land disposal maps.

*Allison* said he has always supported the Science Center - they've been looking for a long time and this seems like a decent spot for them, works well with surrounding neighbors - he appreciates the recommendations of P & R and P & Z, he is in favor. *Wiese* agrees and fully supports the PWSSC.

Vote on the motion: 4 yeas, 0 nays, 2 absent (Jones, Beedle). Motion was approved.

39. Council action on disposal and method of disposal of ASLS 2001-5

*M/Allison S/Burton* to direct the City Manager to dispose of ASLS 2001-5 as outlined in Cordova Municipal Code 5.22.060 B 1. By negotiating and agreement with the PWSSC to lease or purchase the property.

*Allison* reiterated that this is good for the PWSSC, he supports this. Others may be upset that we didn't put it out for proposals but time is of the essence and someone else could have initiated this process if they had been interested in this piece.

Vote on the motion: 4 yeas, 0 nays, 2 absent (Jones, Beedle). Motion was approved.

40. Council concurrence of Mayor's appointments to Historic Preservation Commission

*M/Allison S/Wiese* to concur with *Mayor Koplín's* appointment of **Nancy Bird** as the P & Z rep to the HPC for a term through November 2018 and **Jim Casement** to another 3 year term to the HPC for a term through November 2020.

Vote on the motion: 4 yeas, 0 nays, 2 absent (Jones, Beedle). Motion was approved.

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

*Bourgeois* mentioned that Dec 18 is a work session with NVE; she asked Council travel plans for Dec 20 and there were enough interested in still having the Dec 20 meeting. She also asked if four council members could make a noon special meeting on Friday – depending on the executive session items tonight. There were at least 4 available. *Mayor Koplín* said that we will push Capital Priorities to Jan 3 because Bitney would be in attendance at that meeting.

#### O. Audience Participation

#### P. Council Comments

*Wiese* congratulated **Anne Schaefer**. He was glad to move ahead with so many positives in one hour – great meeting tonight. Thanked **Leif** for his work – thanked **Clay** for advocating for Cordova at BoF.

*Guard* echoed the thanks and happy to get the budget passed, a step in the right direction.

*Burton* thanked staff for the long process, budget, and thanks to **Leif** – it really looks good. Also he is excited for the PWSSC. He also welcomed **Anne**.

*Allison* welcomed **Anne** and **Olivia**. Thanked all of the volunteers on boards and commissions and council. He thanked **Bailer** for his willingness to serve again.

*Mayor Koplín* thanked staff and council too for all the work at strategic planning and budget.

#### Q. Executive Session

Council concurred that new Council member *Schaefer* should be sworn in and be allowed to participate in the executive sessions. *Mayor Koplín* proceeded to swear her into office.

43. Medical plan negotiation/appropriation

Hearing no objection the meeting was recessed in order to clear the room before the executive session at 8:04 pm.

Council came back in session at 8:12 pm. It was decided to handle item 43 first and President of the CCMCA Board, *Kristin Carpenter* and Hospital Administrator, *Scot Mitchell* were invited to participate in that item.

*M/Allison S/Wiese* to enter an executive session to discuss matters the immediate knowledge of which could clearly have an adverse effect on the finances of the government, specifically, medical plan negotiations/appropriation.

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

Council entered executive session at 8:13 pm.

Council came out of executive session and re-entered open session at 8:33 pm.

*Mayor Koplín* said there would be a special meeting Friday at noon to take action.

42. Exempt employee compensation

*M/Allison S/Wiese* to enter an executive session to discuss matters the immediate knowledge of which could clearly have an adverse effect on the finances of the government, specifically, exempt employee compensation.

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

Council entered executive session at 8:34 pm.

Council came out of executive session and re-entered open session at 8:46 pm.

*Mayor Koplín* said no action was taken in the executive session.

#### R. Adjournment

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

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

Approved: December 20, 2017

Attest: \_\_\_\_\_

Susan Bourgeois, CMC, City Clerk



Mayor's Report  
12/14/2017  
Clay Koplín

Last week I attended the board of fish in Valdez, and was impressed with the quality and quantity of testimony from commercial fishing families in Prince William Sound. I was also impressed by the showing from Cordova based organizations including CDFU, PWSAC, NVE, the Cordova Advisory Council, and the City of Cordova.

This past weekend and first part of this week were largely spent with the Sandia, Pacific Northwest, and Idaho National Laboratories and partners from New Mexico, Washington State, Florida State Universities, Alaska Center for Energy and Power, Alaska Village Electric Cooperative, Siemens Corporation, and Cordova Electric Cooperative meeting to kick off the \$6.2M Department of Energy grid modernization grant for modernizing the Cordova grid. This is an exciting project that will, we hope, move the needle for grid technologies and make the Cordova grid more fuel efficient, reliable, and flexible in the process. The City is supporting partner, but not required to provide a financial or staff contribution to the project. CEC is providing a \$1.5M match over the three years of the project to implement the fuel efficiency, savings, and grid modernization with technical support and software and hardware contributions from the grant.

I facilitated the performance evaluations of the City Manager and City Clerk and included the final products, reviewed by the City attorney and prepared as directed by City Council, in this December 20<sup>th</sup> regular meeting agenda.

I have worked with various businesses and citizens on issues ranging from marijuana sales, motor fuel tax, department of transportation projects, and development of a Cordova community foundation over the past two weeks.

Please drive carefully and watch for pedestrians as the combination of low daylight hours, rainy mist and bare, low-reflective streets makes it more difficult to see when driving.

Respectfully,

Mayor Clay

**MEMORANDUM**

**TO: CORDOVA CITY COUNCIL  
ALAN LANNING  
SAMANTHA GREENWOOD**

**FROM: HOLLY C. WELLS**

**RE: THE MARIJUANA ESTABLISHMENT STATE OF ALASKA LICENSE  
APPLICATION REVIEW PROCESS**

**CLIENT: CORDOVA**

**FILE NO.: 248**

**DATE: DECEMBER 13, 2017**

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**ATTORNEY-CLIENT PRIVILEGED INFORMATION**

**I. INTRODUCTION**

City Manager Alan Lanning recently requested a draft ordinance to present to City Council that adopts local regulations for marijuana facilities that permit the commercial marijuana industry to operate in the City of Cordova (“City”) in a manner that best serves the needs and interests of the City, its residents, and visitors. To this end, we worked with City Manager Lanning and the Planning Department to draft Ordinance #1162.

Numerous communities within Alaska and in other jurisdictions now permit marijuana establishments so long as those establishments are in compliance with all State and local laws. Many Alaskan communities permit the industry to operate within that municipality’s boundaries while imposing local limitations, excise taxes, sales taxes, license requirements, and associated fees upon industry participants. While Ordinance #1162 provides the City with effective marijuana regulations, City Council must always remember that the use, sale, manufacturing, and cultivation of marijuana and marijuana products remains unlawful under federal law and thus there is always risk associated with permitting and regulating the commercial marijuana industry rather than simply prohibiting it.

Given the City’s lack of participation in the industry at this time, it is difficult for Cordova to gage the nature of the potential commercial marijuana market in the City and its associated risks, challenges, revenue potential, and social consequences. For this reason, Ordinance #1162 provides a broader regulation approach that permits the City to observe the nature of its commercial marijuana market before delving into more extensive limitations, restrictions or taxation efforts. Once the industry has been operating within the

City, I recommend the City revisit its regulations to ensure they are closely tailored to serve the City's interests.

## **II. DISCUSSION**

Ordinance #1162 has several important components that Council should understand prior to its adoption. The components include:

1. The City Council's role and responsibilities as the "Local Regulatory Authority"
2. The Scope and Intent of CMC 8.40
3. The General Regulations Regarding Marijuana and the Reasons Behind them
4. The Conditional Use Permitting Process for Marijuana Establishments

Each of these components is discussed in turn.

### **A. The City Council's role and responsibilities as the "Local Regulatory Authority"**

Ordinance #1162 repeals and reenacts CMC 8.40 "Marijuana Regulation" to remove the temporary prohibition of marijuana establishments within the City and to regulate such establishments. It also clarifies the role of City Council as the "Local Regulatory Authority" and establishes a Council review process for State marijuana establishment license applications, renewals and drafts. See Proposed CMC 8.40.020 and CMC 8.40.025.

These additions are important as they provide City Council with the authority to review a State marijuana establishment license, renewal or transfer prior to its approval by the State and to protest such licenses, renewals, and transfers. A protest that is reasonable and not arbitrary or capricious by the City bars a license applicant from approval. Specifically, State regulations currently prevent the State from approving a license application, renewal or transfer if the City protests such action within 60 days of receiving the application for review from the State and that protest is not based on arbitrary, capricious or unreasonable reasons.

### **B. The Scope and Intent of CMC 8.40**

In addition to the review process outlined in proposed CMC 8.40.025, Ordinance #1162 adds a more comprehensive scope and intent section to CMC 8.40. The reason for these sections is to make every effort to protect the City against a challenge by federal law enforcement in the event that a change of policy of direction occurs. While the federal government has never outright sanctioned state and local laws permitting commercial marijuana establishments, former Deputy Attorney General Cole did issue a memorandum in 2013 that itemized the federal government's "enforcement priorities" in the marijuana arena and recognized that the federal government enforcement efforts would focus on those priorities. This memo, often referred to as the "Cole Memo" is often relied upon by states and municipalities in creating regulations that are mindful of the Cole

Memo priorities. These priorities have been codified in proposed CMC 8.40.015 so that both the current and future Councils and City administrations are fully aware of these priorities and consider them when reviewing the State license applications and any conditional use permit application.

Similarly, CMC 8.40.010 includes a provision that is designed to protect the City from any claims for economic loss or hardship that may arise in the event that the commercial marijuana industry is “shut down” by the federal government or even changes to State law. The commercial marijuana industry is a high risk industry and its participants are generally aware of such risks. However, codifying the City’s lack of responsibility for the consequences of engaging in this industry provides an extra layer of protection to the City.

### C. The General Regulations Regarding Marijuana and the Reasons Behind Them

In addition to the expanded scope and intent sections of Ordinance #1162, it also provides a more comprehensive framework for regulating Cordova’s commercial marijuana industry. Instead of adopting local regulations that deviate from State regulations, CMC 8.40 primarily incorporates State statutory and regulatory requirements and ensures that all marijuana establishments operating within the City fully comply with the State marijuana establishment licensing requirements. Proposes CMC 8.40 also ensures that there is a penalty associated with violation of City law and that applicants pay for any costs incurred by the City or associated with any permits for which applicants apply.

While this approach may seem broad, the State of Alaska licensing requirements include but are not limited to advertising, signage, packaging, odor, security, waste disposal, sanitation, and numerous other requirements that the State takes responsibility for enforcing. In light of the State’s comprehensive licensing procedures, Ordinance #1162 attempts to avoid the adoption, and thus the corresponding costs of inspection and enforcement, of local regulations that merely mirror State regulations.

Further, the commercial marijuana industry in Alaska is constantly changing as the State legislature and Marijuana Control Board (“MCB”) amend and repeal laws in reaction to the needs of the Industry and the interests of State residents and visitors. There are numerous regulations currently pending that could potentially impact a future commercial marijuana industry in Cordova, with at least nine amendments to the regulations proposed this summer alone.

The numerous amendments this last summer alone, exemplifies the need to adopt regulations that are fluid enough to accommodate changes in State law without requiring immediate knowledge/reaction to such laws by City staff. If Council determines it’s in the City’s best interest to invest time, money, and human resources in the adoption, enforcement, and compliance with local regulations.

### The Conditional Use Permitting Process for Marijuana Establishments

Ordinance #1162 requires a conditional use permit for marijuana establishments to operate within the City and affords the City Planner discretion in obtaining the information needed for the permit application. The conditional use permit process ensures the City retains flexibility and discretion to deny or conditionally approve marijuana establishments within the City based upon the impact an individual establishment will have within the City and not just compliance with State law.

The conditional use permit process proposed in Ordinance #1162 does impose some additional requirements on applicants but each of these requirements are designed to address specific or unique challenges that have not been addressed by the legislature or MCB. CMC 18.60.080 1 requires applicants to demonstrate to the Planning Commission a land owner's knowledge and consent that his, her or its property will be used as a marijuana establishment. The section also makes a conditional use permit conditional upon state licensing. Where a permit is granted but a state license revoked, the conditional use permit will also be revoked.

Additionally, the Ordinance requires a buffer zone of 1,000 instead of the State mandated 500 feet between a marijuana establishment and an elementary or secondary school. This increased buffer zone is proposed because the federal drug free zones are set at 1000 feet and the City's failure to preserve and enforce the federal "Drug Free Zone" jeopardizes the City's ability to secure federal funding in the future. Many other communities have codified an increased buffer with schools for this reason.

Although there are benefits to the conditional use permitting process, there also may be risks with the discretionary review process necessarily triggered by the conditional uses permit approval process. Consequently, I encourage Council, Planning commission and City Administration to apply the same pragmatic approach to the conditional use permit process regarding a marijuana establishment as any other industry.

### **III. CONCLUSION**

The above is intended only as a general overview of the most substantial changes to Ordinance #1162. I recommend a work session or additional meetings, as needed, to ensure all Council members fully understand the risks and potential benefits associated with local regulation of the marijuana industry.

HCW/HCW

**CITY OF CORDOVA, ALASKA  
ORDINANCE 1162**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, REPEALING AND REENACTING CORDOVA MUNICIPAL CODE CHAPTER 8.40 “MARIJUANA REGULATION” REMOVING THE EXPIRED TEMPORARY PROHIBITION AGAINST MARIJUANA ESTABLISHMENTS WITHIN THE CITY OF CORDOVA, ADOPTING REGULATIONS FOR SUCH ESTABLISHMENTS, REPEALING AND REENACTING CORDOVA MUNICIPAL CODE CHAPTER 18.60 “CONDITIONAL USE PERMITS” TO INCLUDE COMMERCIAL MARIJUANA FACILITIES AS A CONDITIONAL USE WITHIN THE CITY AND CLARIFYING THE CONDITIONAL USE PROCESS APPLICABLE TO SUCH FACILITIES, AND AMENDING CORDOVA MUNICIPAL CODE SECTION 5.40.012 “SURTAX LEVIED ON CERTAIN SALES, SERVICES, AND RENTS,” TO LEVY A SURTAX ON THE SALE OF RETAIL MARIJUANA AND MARIJUANA PRODUCTS WITHIN THE CITY**

**WHEREAS**, on November 4, 2014, the voters of the State of Alaska approved Ballot Measure 2, which provided for the general legalization of marijuana and adopted a new chapter in the Alaska Statutes, which has been codified at Alaska Statute 17.38; and

**WHEREAS**, on February 24, 2015, Ballot Measure 2 was implemented, and the Marijuana Control Board finalized marijuana industry regulations on November 20, 2015, regulating the cultivation, manufacture, distribution, and sale of marijuana; and

**WHEREAS**, Alaska Statutes Chapter 17.38, “The Regulation of Marijuana,” states that businesses engaged in the cultivation, manufacturing, sale or testing of marijuana or in the processing of marijuana-infused products shall apply for a license subject to its terms and conditions and any rules promulgated pursuant thereto; and

**WHEREAS**, the State of Alaska marijuana establishment license application process required under AS 17.38 and 3 AAC 306.060 subjects approval of all applications to review by the city in which the applicant’s establishment is located; and

**WHEREAS**, it is in the City of Cordova’s best interest to authorize the Cordova City Council to review marijuana establishment state license applications for establishments located within the City; and

**WHEREAS**, it is also in the City of Cordova’s best interest to adopt regulations regarding the use of property within the City of Cordova (“City”) to cultivate, manufacture or sell marijuana and to require owners of marijuana establishments operating within the City to obtain a conditional use permit for such operations; and

**WHEREAS**, it is also in the City of Cordova’s best interest to implement a surtax on the sale of marijuana and marijuana products within the City.

Repealed and re-enacted sections are shown in their entirety.  
Amended sections are **[added language bold and underlined, ~~deleted language stricken through.~~**]

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

**Section 1.** Cordova Municipal Code Chapter 8.40, entitled “Marijuana Regulation,” is repealed and reenacted to read as follows:

Chapter 8.40 Marijuana Regulation

Sections:

- 8.40.010 Scope.
- 8.40.015 Intent.
- 8.40.020 Definitions.
- 8.40.025 Local regulatory authority established.
- 8.40.030 Local regulatory authority review process.
- 8.40.035 Certain manufacturing processes prohibited.
- 8.40.040 State marijuana establishment license required.
- 8.40.045 Costs.
- 8.40.050 Violation-Penalty.

8.04.010-Scope.

A. This chapter applies to the operation of all marijuana cultivation, manufacturing, retail, and testing facilities within the boundaries of the City.

B. This chapter in no way protects marijuana facilities from enforcement of federal law or sanctions conduct or operations prohibited by law. All persons engaged in the marijuana industry within the City operate at their own risk and have no legal recourse against the City in the event that City laws are preempted, negated or otherwise found unenforceable based upon federal or state law prohibiting the sale, distribution, consumption or possession of marijuana.

8.40.015-Intent.

A. This chapter is intended to ensure that local and state regulations are imposed that prevent the following within the boundaries of the City:

1. The distribution of marijuana to minors;
2. Revenue from the sale of marijuana from going to criminal enterprises, gangs, and cartels;
3. The diversion of marijuana from states where it is legal under State law in some form to other states where it is unlawful;
4. State-authorized marijuana activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity;
5. Violence and the use of firearms in the cultivation and distribution of marijuana;
6. Drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use;

Repealed and re-enacted sections are shown in their entirety.

Amended sections are [**added language bold and underlined**, ~~deleted language stricken through.~~]

7. The growing of marijuana on public lands and the attendant public safety and environmental dangers posed by marijuana production on public land; and
8. Marijuana possession or use on federal property.

#### 8.40.020 - Definitions.

For purposes of this chapter and throughout the Code in reference to marijuana establishments:

“Local regulatory authority” means the City Council of the City of Cordova.

"Manufacture" means the preparation, compounding, conversion, or processing of marijuana, hashish, or hash oil, either directly or indirectly by extraction from substances of natural origin, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and includes any packaging or repackaging of the marijuana, hashish, or hash oil, or labeling or relabeling of its container. It includes the organizing or supervising of the manufacturing process. It does not include the legally authorized planting, growing, cultivating, or harvesting of a plant.

"Marijuana" means all parts of the plant of the genus *cannabis* whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin, including marijuana concentrate; "marijuana" does not include fiber produced from the stalks, oil, or cake made from the seeds of the plant, sterilized seed of the plant which is incapable of germination, or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other products.

"Marijuana concentrate" means any product which, through manufacture, contains tetrahydrocannabinol (THC). Common names and types of product include "shatter", butane or CO2 hash oil, "ring pots", butter, hash, hashish, keif, oil, or wax.

"Marijuana cultivation facility" means an entity registered to cultivate, prepare, and package marijuana and to sell marijuana to retail marijuana stores, to marijuana product manufacturing facilities, and to other marijuana cultivation facilities, but not to consumers.

"Marijuana establishment" means a marijuana cultivation facility, a marijuana testing facility, a marijuana product manufacturing facility, or a retail marijuana store.

“Marijuana establishment license application” means an application filed with the State of Alaska by a marijuana establishment for a license, renewal of a license or the transfer of a license.

"Marijuana product manufacturing facility" means an entity registered to purchase marijuana; manufacture, prepare, and package marijuana products; and sell marijuana and marijuana products to other marijuana product manufacturing facilities and to retail marijuana stores, but not to consumers.

Repealed and re-enacted sections are shown in their entirety.

Amended sections are [**added language bold and underlined**, ~~deleted language stricken through.~~]



"Marijuana products" means concentrated marijuana products and marijuana products that are comprised of marijuana and other ingredients and are intended for use or consumption, such as, but not limited to, edible products, ointments, and tinctures.

"Marijuana testing facility" means an entity registered to analyze and certify the safety and potency of marijuana.

"Retail marijuana store" means an entity registered to purchase marijuana from marijuana cultivation facilities, to purchase marijuana and marijuana products from marijuana product manufacturing facilities, and to sell marijuana and marijuana products to consumers.

8.40.025- Local regulatory authority established.

The City Council is designated as the "local regulatory authority" as that term is used in Alaska Statutes Chapter 17.38, for any implementing legislation or rule-making, and this Chapter.

8.04.030-Local regulatory authority review process.

The City Council may protest the issuance, renewal or transfer of a marijuana establishment license as provided in state law. The City Council shall recommend denial of a marijuana establishment license application for issuance, renewal or transfer if the marijuana establishment, its owners or its operators are not in compliance with this Code.

- A. The City Council shall review marijuana establishment license applications for issuance, renewal or transfer no later than 45 days after the City receives such applications from the State of Alaska.
- B. The City Clerk shall notify an applicant of the City's receipt of his, her or its application and the date, time, and location of the meeting at which City Council will consider the application no less than ten days before that meeting.
- C. The applicant shall be given ten minutes to address the Council regarding the application at the meeting. Other members of the public shall be given three minutes to address the application. The review process shall be an informal hearing and shall not be subject to the court rules of evidence or procedure. The review process shall be conducted in public but deliberations by the City Council under this section need not be public.
- D. Council shall provide its reasons for protesting a marijuana establishment license application to the State and the applicant in writing.
- E. City Council's decision regarding whether or not to protest a marijuana establishment license application shall be final and is not subject to appeal.

8.40.035 - Certain manufacturing processes prohibited.

Repealed and re-enacted sections are shown in their entirety.

Amended sections are [**added language bold and underlined**, ~~deleted language stricken through.~~]

It shall be unlawful for any person to manufacture a marijuana concentrate, hashish, or hash oil by use of solvents containing compressed flammable gases or through use of a solvent-based extraction method using a substance other than vegetable glycerin, unless the person is validly licensed and permitted in accordance with State of Alaska law and operations of marijuana establishments or not otherwise prohibited by this chapter.

8.40.040 –State of Alaska marijuana establishment license and conditional use permit required.

- A. No person may operate a marijuana establishment within the City without a valid license issued by the State of Alaska and a valid conditional use permit issued under this Code.
- B. Upon denial or revocation of a marijuana establishment license issued by the State of Alaska, any conditional use permit issued for that marijuana establishment shall be immediately voided and any use permitted under such permit revoked.

8.40.045 - Costs.

The cost of all permits, studies and investigation required under this chapter shall be borne by the applicant.

8.40.050- Violation—Penalty.

A violation of this chapter is an offense punishable by a fine not exceeding one thousand dollars, plus any surcharge required to be imposed by AS 12.55.039.

**Section 2. Cordova Municipal Code Section 18.60.010 entitled “Uses permitted by planning and zoning commission approval” is repealed and reenacted to read as follows:**

## **18.60 – Conditional Use Permits**

### **18.60.010 – Purpose.**

It is recognized that there are some uses and associated structures which may be compatible with designated principal uses in specific zoning districts provided certain conditions are met. The conditional use permit procedure is intended to allow flexibility in the consideration of the proposed use on surrounding property if the proposed use is in harmony with the various elements or objectives of the comprehensive city plan and the zoning district. The conditional use permit process provides the opportunity to apply conditions of controls and safeguards to ensure that the proposed use will be compatible with the surroundings.

### **18.60.020 - Applications.**

Applications for a conditional use permit shall be filed with the city planner.

Repealed and re-enacted sections are shown in their entirety.  
Amended sections are [added language bold and underlined, deleted language stricken through.]

- A. The application shall include but is not limited to the following:
1. Name and address of the applicant;
  2. If applicant is not the owner of the subject lot, the owner's signed authorization granting applicant the authority to (a) apply for the conditional use permit and (b) bind the owner to the terms of the conditional use permit, if granted;
  3. A legal description of the property involved;
  4. A narrative description of the proposed use;
  5. A proposed time frame for the new use and/or the period of construction;
  6. Dimensioned plot plans showing the location of all existing and proposed buildings or alterations, and their existing and proposed uses;
  7. The nonrefundable fee as established by city council resolution;
  8. Narrative evidence that the application meets all of the review criteria in Section 18.60.020B. Evidence shall be sufficient to enable meaningful review of the application;
  9. Any additional information required by the Municipal Code; and
  10. Any additional information the city planner may require to determine whether the application satisfies the criteria for issuance of a permit.
- B. Prior to granting a conditional use permit, the planning and zoning commission must determine that the proposed use meets all of the following review criteria:
1. The use is consistent with the purpose of this chapter and is compatible with the zoning district and the comprehensive plan;
  2. The use will not permanently or substantially injure the lawful use of neighboring properties;
  3. Public services and facilities are adequate to serve the proposed use;
  4. The proposed use will not have a permanent negative impact on pedestrian and vehicular traffic circulation and safety substantially greater than that anticipated from permitted development; and
  5. The proposed use will not adversely affect to the public's safety, health, or general welfare.
- C. The planning and zoning commission shall hold a public hearing upon each properly submitted application. Such hearing shall be held not less than ten days nor later than thirty days following the date of filing of such application and the applicant shall be notified of the date of such hearing.
- D. The commission shall cause to be sent to each owner of property within a distance of three hundred feet of the exterior boundary of the lot or parcel of land described in such application notice of the time and place of hearing and a description of the property involved. For the purposes of this section, "property owner" means that owner shown upon the latest tax assessment roll.

Repealed and re-enacted sections are shown in their entirety.

Amended sections are [**added language bold and underlined**, ~~deleted language stricken through.~~]

- E. The commission shall cause to be made by its own members, or its authorized agent, an investigation of facts bearing on any application sufficient to assure that the action taken is consistent with the intent and purpose of this section.
- F. The planning and zoning commission shall hear and consider evidence and facts from any person at any public hearing or written communication from any person relative to the matter. The right of any person to present evidence shall not be denied for the reason that any such person was not required to be informed of such public hearing.
- G. Within thirty days from the conclusion of the public hearing, the planning and zoning commission shall render its decision unless such time limit be extended by common consent and agreement signed by both applicant and the commission. If, in the opinion of the commission, the necessary facts and conditions set forth in this chapter apply in fact to the property or use referred to, it may grant the conditional use permit. If, however, such facts and conditions do not prevail nor apply the commission shall deny the application.
- H. The commission, in granting approval, may establish conditions under which a lot or parcel of land may be used or a building constructed or altered; make requirements as to architecture, height of building or structure open spaces or parking areas; require conditions of operation of any enterprise; or may make any other condition, requirements or safeguards that it may consider necessary to prevent damage or prejudice to adjacent properties or detriment to the city. When necessary, the commission may require guarantees in such form as deemed proper under the circumstances to ensure that the conditions designed will be complied with.
- I. The decision of the planning and zoning commission, either for the granting with or without conditions, or the denial of an application, shall become final and effective ten days following such decision.
- J. Any aggrieved person or party may appeal the planning and zoning commission decision following the protocol in 18.64.030.
- K. Any application approved by the planning and zoning commission shall be conditional upon the privilege granted being utilized within six months after the effective date of approval.
- L. Construction work must commence within the stated period and must be diligently prosecuted to completion, otherwise the approval is automatically voided.
- M. In the case of construction, the planning and zoning commission may extend the time of construction if satisfactory evidence of planning and/or construction progress is presented.
- N. A conditional use permit shall automatically expire if for any reason the conditioned use ceases for a period of 24 months or longer

Repealed and re-enacted sections are shown in their entirety.

Amended sections are [**added language bold and underlined**, ~~deleted language stricken through.~~]

- O. A permittee who disputes the administrative official's determination that the conditioned use has not been timely initiated or has ceased for a period of 24 months or longer may appeal the official's determination under 18.64.040.
- P. A conditional use permit is not transferable from one (1) parcel of land to another. Conditional use permits may be transferred from one (1) owner to another for the same use, but if there is a change in use on the property, a new permit must be obtained.

**18.60.030 – Conditional uses.**

The city planning and zoning commission may grant the following uses by conditional use permit in any district unless otherwise specified. Uses not listed may be permitted in any district subject to the requirements of this chapter and if the proposed use is in harmony with the various elements or objectives of the comprehensive city plan and the zoning district.

- A. Airports;
- B. Animal hospitals or boarding establishments and veterinary practices;
- C. Cemeteries;
- D. Concrete or cement products manufacture;
- E. Crematories if located within a cemetery containing at least five acres;
- F. Establishments or enterprises involving large assemblages of people or automobiles, including amusement parks, circuses, fairgrounds, open—air theaters, recreational centers and hospitals and sanitariums;
- G. Gas manufacture and storage; provided, that all manufacturing operations shall be subject to the approval of the building official;
- H. Government enterprise (federal, state or local);
- I. Commercial greenhouses or tree nurseries;
- J. Natural resources, development and extraction of, together with necessary buildings, apparatus or appurtenances incident thereto, including petroleum exploration and development;
- K. Off-street parking areas;
- L. Marijuana establishments subject to the regulations and limitations in this code and state law;

Repealed and re-enacted sections are shown in their entirety.

Amended sections are [**added language bold and underlined**, ~~deleted language stricken through.~~]

- M. Private clubs;
- N. Public libraries, cultural centers, museums, art galleries, research and education not operated for profit;
- O. Public or private child care facilities, public or nonprofit elementary and high schools, and institutions for higher education;
- P. Public utility or public service facilities, subject, in the case of a telecommunication tower, to the standards in Section 18.60.070;
- Q. Radio or television transmitters and Satellite dishes;
- R. Hotel and motels

**18.60.040 – Conditional use for group housing developments.**

In the case of a dwelling group consisting of two or more buildings, the contemplated arrangements of which makes it impracticable to apply the requirements of this title to the individual building units in the group, a permit for the construction of such dwelling group may be issued only if the plans of such dwelling group comply with the following conditions:

- A. That the proposed dwelling group will constitute a residential environment of sustained desirability and stability; that it will be in harmony with the character of the surrounding neighborhood, and it will result in intensity of land utilization no higher, and standard of open space at least as high, as permitted or specified in this chapter in the district in which the proposed dwelling group is to be located,
- B. That the tract of land on which the dwelling group is to be erected comprises at least seventy-five thousand square feet,
- C. That the buildings are to be used only for residential purposes and the customary accessory uses, such as garages, storage spaces and recreational and community activities,
- D. That the average lot area per dwelling unit on the site, exclusive of the area occupied by street, will not be less than the lot area required for each dwelling unit in the district in which the dwelling group is to be located,
- E. That there are provided, as part of the proposed development, adequate recreation areas to serve the needs of the anticipated population,

Repealed and re-enacted sections are shown in their entirety.  
 Amended sections are [**added language bold and underlined**, ~~deleted language stricken through.~~]

- F. That off-street parking is provided on the basis of one parking space for each dwelling unit within the development,
- G. That the development will not produce a volume of traffic in excess of the capacity, for which the access streets are designed,
- H. That property adjacent to the proposed dwelling group will not be adversely affected,
- I. That such dwelling group not be located in an industrial district,
- J. That the proposed group housing development will be consistent with the intent and purpose of this title to promote public health, safety and general welfare;
- K. That snow storage areas will be provided.

**18.60.050 – Conditional use for townhouse and zero lot line developments.**

In the case of townhouse and zero lot line developments where one structure will contain two or more dwelling units, and the contemplated arrangement of the overall project makes the strict interpretation of this title impractical, the planning and zoning commission may, after a public hearing, permit such development provided the following guidelines are followed:

- A. That the proposed dwelling group will constitute a residential environment of sustained desirability and stability, that it will be in harmony with the character of the surrounding neighborhood, and it will result in an intensity of land utilization no higher, and standard of open space at least as high, as permitted or specified in this chapter in the district in which the proposed dwelling is to be located,
- B. That the tract of land on which the dwelling group is to be erected comprises a minimum of sixteen hundred square feet per dwelling unit for each dwelling unit within the proposed development,
- C. That the buildings are to be used only for residential purposes and the customary accessory uses, such as garages, storage spaces and recreational and community activities,
- D. That these are provided, as part of the proposed development, adequate recreation areas to serve the needs of the anticipated population,
- E. That off-street parking be provided on the basis of two parking spaces for each dwelling unit within the development. This requirement may be fulfilled by either two parking spaces adjacent to the dwelling unit or a parking area adequate to accommodate the total

Repealed and re-enacted sections are shown in their entirety.

Amended sections are [**added language bold and underlined**, ~~deleted language stricken through.~~]

development parking requirement at a location conveniently located to all the dwelling units within the development,

- F. That the developer furnish the planning and zoning commission with two copies of the homeowners agreement which will cover such areas as property maintenance, dwelling unit maintenance and upkeep, etc. Only copy will be forwarded to the city attorney for his review and comments,
- G. That the development will not produce a volume of traffic in excess of the capacity for which the access streets were designed,
- H. That the property adjacent to the proposed dwelling group will not be adversely affected,
- I. That such dwelling group shall only be located on a district which permits residential use,
- J. That the proposed town house development will be consistent with the intent and purpose of this title to promote public health, safety and general welfare

**18.60.060 – Conditional use for mobile homes or travel trailers.**

The planning and zoning commission may grant a conditional use permit to allow mobile homes or travel trailers to be placed outside of planned mobile home parks in any zone district for up to twelve months to allow the lot owner temporary living quarters while building a residence. The temporary living quarters must be removed from the lot or vacated upon expiration of the conditional use permit.

**18.60.070 - Conditional use for telecommunication tower.**

- A. The planning and zoning commission may grant a conditional use permit for a telecommunication tower in any zoning district subject to the conditions in this section.
- B. In addition to the requirements 18.60.020 the application for a conditional use permit for a telecommunication tower shall include the following information:
  - 1. A written narrative explaining why the proposed site has been chosen, why the telecommunication tower is necessary, why the requested height was chosen, and a full explanation regarding the telecommunication tower's ability to accommodate other providers; and
  - 2. Specifications for the telecommunication tower and all antennas to be located on it, including a description of design characteristics and material;
  - 3. A site plan drawn to scale showing property boundaries, telecommunication tower location, telecommunication tower height, guy wires and anchors and existing structures and land uses on the site and on adjacent property;

Repealed and re-enacted sections are shown in their entirety.

Amended sections are [**added language bold and underlined**, ~~deleted language stricken through.~~]



4. A map showing the locations of the applicant's existing telecommunication towers that serve customers in the city and of all telecommunication towers that the applicant proposes to construct to serve customers in the city;
  5. A report prepared by a person registered as a structural engineer in Alaska showing the capacity by type and number of the telecommunication tower and antennas, and that the telecommunication tower and antennas are designed to withstand winds in accordance with the latest revision of ASI/EIA/TIA/222 standards ("Structural standards for steel communications antenna towers and communications antenna supporting structures");
  6. Identification of the person or persons who own the telecommunication tower and the equipment that is to be located on it;
  7. Written authorization for the application from the owner of the site;
  8. Evidence that the applicant has a valid FCC license for the use of the telecommunication tower;
  9. A line of sight analysis showing the potential visual and aesthetic impacts of the telecommunication tower on adjacent residential districts through the use of photo simulations of the telecommunication tower, including all antennas, structures, and equipment, using the vantage points and number of photo simulations requested by the planning department;
  10. A written agreement, on a form approved by the city attorney, to remove the telecommunication tower and restore the site to its original condition within one hundred eighty days after the telecommunication tower is substantially unused for a period of twelve consecutive months, and providing that if the telecommunication tower is not removed within this one hundred eighty-day period, the city may remove the telecommunication tower at the cost of the owner;
  11. A cell phone coverage map showing the applicant's proposed cell phone coverage within the city;
  12. A certificate from an engineer licensed in Alaska that the telecommunication tower, and all antennas and other equipment located on it, are built and installed to approved specifications and will contain only equipment meeting Federal Communications Commission requirements;
  13. Any additional information required by the planning department during the application process.
- C. In addition to the requirements 18.60.020 the planning and zoning commission may approve an application under this section, with or without conditions, if the application meets the following criteria:
1. Location and Visual Impact. The proposed location of the telecommunication tower will minimize the visual impact on the surrounding area while allowing the telecommunication tower to function in accordance with minimum standards imposed by the applicable telecommunications regulations and the applicant's technical design requirements. Telecommunication towers and attached antennas and equipment must be painted or coated in a color that blends with the surrounding environment. Muted colors,

Repealed and re-enacted sections are shown in their entirety.

Amended sections are [**added language bold and underlined**, ~~deleted language stricken through.~~]

earth tones, and subdued hues, such as gray, shall be used. All associated structures such as equipment buildings, including the roofs, shall be painted with earth tone colors unless otherwise required under this code or other applicable law. Where necessary to make a telecommunication tower compatible with the historical, environmental or cultural character of its location, the planning and zoning commission may require that the telecommunication tower be disguised, hidden or screened, or integrated as an architectural feature of a structure, to reduce its visual impact.

2. Inability to Collocate. It is not feasible to locate the applicant's telecommunication antenna and other equipment on any existing structure or tower under the control of the applicant.
3. Location in a Residential Zoning District. An applicant seeking to locate a telecommunication tower in a residential zoning district must show that the area cannot be adequately served by a telecommunication tower located in a nonresidential zoning district for valid technical reasons.
4. Location on Public Property or Other Private Property. If the applicant proposes to acquire a site on private property for the telecommunication tower, the applicant must show that no available publicly owned site or available privately owned site occupied by a compatible use is suitable under applicable communications regulations and the applicant's technical design requirements.
5. Design for Future Use. A new telecommunication tower shall be designed to allow collocation of telecommunication antennas equal in number to the applicant's present and reasonably foreseeable future requirements.
6. Safety Code Met. The telecommunication tower meets all applicable laws and code requirements, including without limitation health, nuisance, noise, fire, building and safety code requirements.
7. Distance from Existing Telecommunication Towers. A telecommunications tower shall not be approved if it is located within one-half mile (two thousand six hundred forty feet) of an existing telecommunication tower, unless the applicant certifies that the existing telecommunication tower does not meet the applicant's structural specifications and technical design requirements, or that a collocation agreement could not be obtained.
8. Zoning Requirements. With the exception of requirements for setback and height, which are established in this section, the telecommunication tower must comply with all applicable zoning laws and regulations, including, without limitation, all laws governing land development, visibility, fencing, screening, landscaping, parking, access, lot size, exterior illumination, and sign, storage.
9. Setback. In all zoning districts, a telecommunication tower must be located no less than a distance equal to the tower height from all lot lines.
10. Signs. No signs may be located on a telecommunication tower except for identification signage.
11. Lighting. No lighting may be located on a telecommunication tower except as reasonably required for safety purposes or as required by the Federal Communications Commission, Federal Aviation Administration or other government agency with jurisdiction.

Repealed and re-enacted sections are shown in their entirety.

Amended sections are [**added language bold and underlined**, ~~deleted language stricken through.~~]

12. Fencing. A fence with a minimum height of eight feet must be placed on the perimeter of the site of a telecommunications tower site to limit access by the public.
13. Height. The height of a telecommunications tower may not exceed the maximum tower height specified in the conditional use permit or in this section.

D. No decision regulating the placement, construction or modification of a telecommunication tower may be made on the basis of environmental or health effects of radio frequency emission if the antennas and other equipment on the telecommunication tower comply with Federal Communications Commission regulations.

#### **18.60.080 – Conditional use for marijuana establishments.**

- A. In addition to other applicable requirements, an applicant for a marijuana establishment conditional use permit shall submit an application to the planning and zoning commission that contains the following:
  1. A copy of the lease for the property upon which the marijuana establishment will be located and a notarized written statement from the land owner stating that he, she or it has knowledge of and consent for the use of the property as a marijuana establishment.
  2. Any additional information the city planner may require to determine whether the application satisfies the criteria for issuance of a permit.
  3. Verification from city clerk and finance department that no monies are owed the city by the applicant or the land owner if not the applicant.
- B. A buffer zone of 1,000 feet shall be required between any marijuana establishment and building primarily being used as a public or private elementary or secondary education facility.
- C. A buffer zone of 500 feet shall be required between any marijuana establishment and:
  - a. a recreation or youth center
  - b. a building in which religious services are regularly conducted
  - c. a correctional facility
  - d. a hospital
  - e. parks and playgrounds
  - f. a public building (for the purpose of this section a public building shall be defined as a publicly owned building with regular operating hours that is open to the public)
- D. This section does not void an existing marijuana establishment conditional use permit if the conditional use permit was issued prior to the requirements in 18.60.080 B and C
- E. Upon denial, expiration or revocation of a marijuana establishment license issued by the State of Alaska, any conditional use permit issued for that marijuana establishment shall be immediately voided and any use permitted under such permit revoked.

Repealed and re-enacted sections are shown in their entirety.

Amended sections are [**added language bold and underlined**, ~~deleted language stricken through.~~]

- F. Notwithstanding any other requirement to the contrary, a conditional use application approved by the planning and zoning commission under this section is conditional upon the applicant using the property as a marijuana establishment within six months after the effective date of the applicant’s State Marijuana Establishment License.
- G. The buffer distance specified in this subsection shall be measured by a radius of 1000 foot from the public entrance of the building in which the marijuana establishment premises would be located to
  - 1. the outer boundaries of the school ground
  - 2. the outer boundaries of the recreation or youth center
  - 3. the outer boundaries parks and playground
  - 4. the main public entrance of the building in which religious services are regularly conducted
  - 5. the main public entrance of the hospital
  - 6. the main public entrance public buildings
  - 7. the main public entrance of the correctional facility

**18.60.090 – Conditional use for junkyards.**

In addition to other applicable requirements, a junkyard conditional use is subject to the following:

- A. An applicant for a junkyard conditional use shall submit a site development plan to the planning and zoning commission containing the information required by the city planner. The planning and zoning commission shall review the site development plan, taking into account the following:
  - 1. The nature and development of the surrounding property;
  - 2. The proximity of the proposed junkyard to churches, schools, hospitals, public buildings, recreation areas, or other places of public gathering;
  - 3. The sufficiency in number of other similar business establishments in the city;
  - 4. The adequacy of fences and other types of enclosures proposed to prevent the unsightly display of the salvage yard;
  - 5. The health, safety, and general welfare of the public; and
  - 6. The suitability of the applicant to establish, maintain or operate such a business.
- B. A conditional use permit for a junkyard shall require that the junkyard be screened from public view with a privacy fence not less than seven nor more than ten feet in height. Slats in the fence shall be spaced no greater than two inches apart.

**Section 3. Cordova Municipal Code Section 5.40.012 entitled “Uses permitted by planning and zoning commission approval” is amended to read as follows:**

**5.40.012 - Surtax levied on certain sales, services and rents.**

Repealed and re-enacted sections are shown in their entirety.  
 Amended sections are [added language bold and underlined, ~~deleted language stricken through.~~]

~~A. Effective August 1, 1999,~~ In addition to any and all other taxes and charges, there shall be levied a surtax equal to one hundred percent of the tax levied under Section 5.40.010 on the following sales, services and rents:

- A. Public accommodation services; ~~and~~
- B. Motor vehicle rentals, excluding watercraft; **and**
- C. **All retail sales of marijuana and marijuana products made within the city.**

**Section 4.** This ordinance shall be effective thirty (30) days after its passage and publication. This ordinance shall be enacted in accordance with Section 2.13 of the Charter of the City of Cordova, Alaska, within ten (10) days after its passage.

1st reading: \_\_\_\_\_  
2nd reading and public hearing: \_\_\_\_\_

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

\_\_\_\_\_  
Clay R. Koplín, Mayor

ATTEST:

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

DRAFT

Repealed and re-enacted sections are shown in their entirety.  
Amended sections are [added language bold and underlined, ~~deleted language stricken through.~~]

## **CORDOVA COMMUNITY FOUNDATION: FACT SHEET**

**PURPOSE:** Like an endowment, the purpose of the Cordova Community Foundation would be to create a reserve fund that generates asset proceeds. These proceeds could then be used to fund community endeavors by making grants to community organizations. An advisory board of the fund would determine community priorities, and make grants according to those priorities. We are working with the Alaska Community Foundation to create Cordova’s own community foundation.

### **WHAT ROLE DOES THE ALASKA COMMUNITY FOUNDATION PLAY?**

The Alaska Community Foundation (ACF) offers an excellent path for creating this community resource. Since 2008, the ACF has helped to establish ten other community foundations around the state of Alaska as a way of building local philanthropy. For the existing and future Affiliate community foundations, ACF will act as the fiscal sponsor, which means it is responsible for all IRS reporting and non-profit compliance accounting. With the “organizational infrastructure” taken care of, the Cordova Advisory Board is free to focus on fundraising and grant making to community causes and organizations.

### **GETTING STARTED: BECOMING AN AFFILIATE**

The Cordova Community Foundation Advisory Board plans to submit an application in December, 2017 for acceptance into the ACF’s Affiliate program. If our community effort is accepted, it becomes eligible for matching funds contributed by the Rasmuson Foundation, awarded over a three-year period (see table). Up to \$5,000 per year are also awarded to Affiliates for local grant making during the Rasmuson matching-fund years. Affiliates that exceed their three-year fundraising goals are awarded a matching bonus of up to \$25,000.

	<b>YEAR 1</b>		<b>YEAR 2</b>		<b>YEAR 3</b>	
	Cordova Comm. Fdn.	Rasmuson Fdn. Match	Cordova Comm. Fdn.	Rasmuson Fdn. Match	Cordova Comm. Fdn.	Rasmuson Fdn. Match
Grant Endowment	\$30,000	\$30,000	\$35,000	\$35,000	\$35,000	\$35,000
Cdv. grant making		\$5,000		\$5,000		\$5,000
Operating Endowment	\$10,000	\$10,000	\$10,000	\$10,000	\$15,000	\$15,000
Annual total	\$40,000	\$45,000	\$45,000	\$50,000	\$50,000	\$55,000
3 Year Total	\$285,000					

### **ADVISORY BOARD:**

Angela Butler, Eyak Corporation

Kristin Carpenter, CRWP

Alexis Cooper, commercial fishing

Rob Eckley, commercial fishing

Scot Mitchell, CCMC Administrator

Michelle Hahn, LIO Officer

Clay Koplín, CEC; Mayor, City of Cordova

Interested in getting involved in the Cordova Community Foundation?

### **CONTACT:**

Michelle Hahn, (907)424-7758

Kristin Carpenter, (907)424-3334

**CITY OF CORDOVA, ALASKA  
RESOLUTION 12-17-35**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA,  
ALASKA, SUPPORTING ESTABLISHMENT OF A CORDOVA COMMUNITY  
FOUNDATION**

**WHEREAS**, a group of Cordova residents are working to establish an endowment for the Cordova community; and

**WHEREAS**, this endowment will function similarly to the State of Alaska Permanent Fund in generating revenue from assets; and

**WHEREAS**, these endowment proceeds can be used to make grants to Cordova community projects; and

**WHEREAS**, a local Advisory Board with Operational Guidelines will be established, and will elect new members regularly to the Advisory Board according to the Guidelines; and

**WHEREAS**, the Advisory Board will establish grant-making priorities and will review grant applications for funding according to its grant priorities; and

**WHEREAS**, the Alaska Community Foundation and the Rasmuson Foundation are working to catalyze the creation of other community foundations by matching local fundraising efforts.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Cordova, Alaska, that it supports the Cordova Community Foundation Advisory Committee's application to the Alaska Community Foundation Affiliate program.

**PASSED AND APPROVED THIS 20<sup>th</sup> DAY OF DECEMBER, 2017.**

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Clay R. Koplín, Mayor

Attest:

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Susan Bourgeois, CMC, City Clerk

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## **A Memo from Mayor Clay Koplin**

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DATE: December 14, 2017

TO: Mayor and City Council, public

SUBJECT: Contract amendment/Council approval of City Manager compensation/contract

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This employment contract and memo regarding City Manager compensation have been prepared and reviewed by (City Counsel) as directed by City Council and implemented as of the effective start date. Both are attached here and included on this meeting agenda for approval by council in open session as required by City Code.

**STAFF RECOMMENDATION:** Move to approve the memo concerning compensation and leave and the contract as amended between the City of Cordova and City Manager Alan Lanning.

**REQUIRED ACTION:** Majority voice vote.





**October 2017**

**CITY COUNCIL COMMUNICATION FORM**

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**FROM: Mayor Clay Koplin**

**DATE: 10/19/2017**

**ITEM: City Manager's Annual Performance Evaluation**

Based upon the City Council's positive performance evaluation of the City Manager conducted on 10-18-17, Council has authorized me to present the following changes to the Finance Department and Payroll.

**Performance Increase:** Based upon contractual obligations and the positive performance evaluation, the City Manager is to receive a lump sum bonus payment of \$20,000 to meet those requirements. Please process that payment, with electronic deposit or paper check, whichever is most practical and timely.

**Annual Leave:** Based upon the positive performance evaluation, the City Manager's contract will be changed to reflect Paid Time Off, at an accrual rate of 13.23 per pay period. There will no longer be individual accumulations of vacation and sick time. The Council has also granted Manager Lanning a bank of 80 hours of PTO to begin the new contract year.

Thank You!!

*Approved by council  
Mayor Clay Koplin  
10/19/17*

**Second Amendment to CITY MANAGER EMPLOYMENT AGREEMENT Effective 10-18-17**



This Employment Agreement ("Agreement") is made and entered into effective October 17, 2016, by and between the City of Cordova ("CITY") and Alan D. Lanning, **PePO, Box 882204, Steam Boat Springs, CO, 80488, [confirm address to be used]** ("EMPLOYEE").

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NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the CITY of Cordova agrees to hire EMPLOYEE as its City Manager under the terms and conditions set forth below:

1. Duties and Nature of Employment. CITY agrees to employ EMPLOYEE, and the EMPLOYEE agrees to be employed by the CITY in the position of City Manager. EMPLOYEE is an at-will EMPLOYEE who serves at the pleasure of the City Council. EMPLOYEE shall perform all duties and discharge all responsibilities of that position as prescribed by the laws of the State of Alaska, the Charter of the CITY of Cordova, the Cordova Municipal Code, all as may be amended from time to time, and as established by the Council, from time to time. EMPLOYEE shall maintain residency in the CITY of Cordova during the entire term of this Agreement.
2. Compensation. The CITY agrees to pay EMPLOYEE for his services an annual salary of one hundred twenty thousand dollars (\$120,000) payable in the same installments as other employees of the CITY. All compensation paid to EMPLOYEE shall be subject to required employment deductions, taxes, and contributions. EMPLOYEE shall receive COLA adjustments given to all other exempt employees of the CITY providing that any adjustments shall commence after the completion of the first year of service. This salary amount shall be effective for the term of the Agreement, subject to annual review by the City Council. Salary increases may be granted at the discretion of the City Council if consistent with the needs of Cordova and available funds.
3. Exempt Position. EMPLOYEE acknowledges that the position of City Manager is exempt from the overtime requirements of state and federal minimum wage and overtime laws, and as such EMPLOYEE is expected to work whatever hours are necessary to accomplish the goals and requirements of the position. The customary work week at Cordova for full time, exempt employees is Monday through Friday from 8:00 a.m. to 5:00 p.m. However, EMPLOYEE acknowledges that the specified work hours and work week may differ depending on the needs of the CITY, and that EMPLOYEE may frequently be required to work beyond the confines of the regular work week and work hours. Time sheets shall be submitted to the Mayor or his designee for signature in accordance with the schedule utilized for other non-elected, non-collectively bargained employees.
4. Term. This agreement shall commence **October 17, 2016 [confirm start date]** and shall expire on October 16, 2019, unless terminated earlier in accordance with Paragraph 5. The term may be extended upon mutual written agreement of the parties.
5. Termination of Agreement

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(a) EMPLOYEE'S employment under this Agreement is terminable at will and at any time by CITY, without any notice of any kind whatsoever, with or without cause, it being expressly and explicitly understood and agreed by EMPLOYEE that he holds the position of City Manager and serves as City Manager at the will of the Council. Dismissal and grievance procedures applicable to other City employees as provided in the Cordova Municipal Code, if any, shall not apply to the termination of EMPLOYEE'S employment by the City Council.

(b) EMPLOYEE shall provide CITY with written notice of his resignation no less than sixty (60) days prior to the effective date of his resignation or prior to termination of this Agreement. EMPLOYEE will remain on site and in service for the notice period. At its option, CITY may pay Salary in lieu of service through the effective resignation date, but on no account shall EMPLOYEE receive compensation in lieu of service for a period longer than sixty (60) days regardless to the length of notice provided by EMPLOYEE. If EMPLOYEE resigns without providing such notice, then EMPLOYEE shall forfeit all benefits which EMPLOYEE otherwise would have been entitled to receive upon resignation under this Agreement, including payment of unused accrued annual or sick leave. If the EMPLOYEE resigns prior to the expiration of this Agreement under its initial term, EMPLOYEE shall be responsible for his return transportation and shall be obligated to reimburse the CITY sums paid under Paragraph 1(a) of the City Manager Employment Agreement, dated [redacted] -for moving expenses; provided, however, that one-third of the amount of such moving expenses shall be deemed repaid as of each of the first, second and third anniversaries of Employee's employment with the City this Agreement. EMPLOYEE hereby consents to the deduction of such moving expense reimbursement, if any, from his final paycheck, and to the payment of any outstanding balance from his personal funds.

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(c) This Agreement shall terminate automatically and immediately upon EMPLOYEE'S death. CITY shall pay any unused accrued annual and sick leave, and Salary earned to the personal representative of EMPLOYEE'S estate.

(d) If physical or mental condition renders EMPLOYEE unable to perform the essential functions of EMPLOYEE'S position for a period of 12 weeks in any 12-month period, CITY may terminate this Agreement by providing not less than sixty (60) days' notice, or Salary in lieu of notice. Such termination shall be without prejudice to any disability benefits otherwise payable under CITY plans or policies then applicable. Nothing in this paragraph shall be construed to preclude CITY from filling EMPLOYEE'S position with a non-temporary employee under the "key employee" concept articulated in the Family and Medical Leave Act, whether or not the Act applies.

6. Severance

(a) In the event that CITY terminates EMPLOYEE'S employment under this Agreement without cause, CITY shall pay EMPLOYEE a lump sum as severance pay equal to seven~~x~~ (7~~6~~) months' aggregate salary and benefits [ok so long as you intend to calculate the value of such benefits and pay as severance, as opposed to continuing to make benefit payments], minus applicable deductions

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and withholding. EMPLOYEE shall be required to execute and not revoke a general waiver and release of employment-related claims as a pre-condition of receiving such severance payment.

- (b) In the event CITY terminates EMPLOYEE's employment for cause, or if EMPLOYEE resigns his employment, regardless of cause, then EMPLOYEE shall receive no severance pay from CITY. Any of the following shall constitute "cause" for termination: (i) EMPLOYEE's failure to satisfactorily perform his duties in accordance with the provisions of this Agreement, or maintain his Cordova residency as required by this Agreement, (ii) EMPLOYEE's intentional failure to obey any lawful directive of the Council, (iii) EMPLOYEE's intentional failure to comply with the Charter of the City of Cordova or with the Cordova Municipal Code, (iv) Intentional and willful misconduct which the Council reasonably believes reflects adversely on EMPLOYEE's position as City Manager, including but not limited to, dishonesty, fraud, embezzlement, substance abuse, and criminal misconduct, or (v) any other acts or omissions of EMPLOYEE which constitute "cause" under Alaska law.

7. Benefits. EMPLOYEE shall be entitled to participate in State of Alaska PERS retirement benefit plan, ~~or if allowed by the State of Alaska and at EMPLOYEE's request an alternative retirement plan in which the CITY will match the EMPLOYEE's contribution 1:1 up to a city matched contribution of 8% of the base salary to the alternative retirement plan. I would delete this, as it is my understanding he is participating in PERS.~~

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EMPLOYEE shall be entitled to participate in the City-sponsored health and life insurance benefits on the same basis as other full-time regular employees of the City of Cordova, subject to CITY's right to amend or terminate such benefits at any time.

8. Paid Time Off.

- (a) Holidays – EMPLOYEE shall receive regular pay for recognized holidays specified in the Cordova Municipal Code.

- (b) ~~Annual Leave Paid Time Off (PTO) – In lieu of separate Annual Leave and Medical Leave banks, EMPLOYEE shall accrue PTO meant to accommodate both at annual leave at a rate of 10 hours per month a rate of 13.23 hours per pay period. Annual Leave may be carried over from year to year. Annual PTO leave accumulated in excess of 240 hours shall be forfeited on December 31 of each year. Annual leave PTO in excess of three (3) days must be requested two weeks in advance, except in cases of unforeseen illness or injury requiring leave.~~ Requests for ~~annual leave PTO~~ shall be submitted to the City Council at any of its regularly scheduled twice-monthly meetings, OR to the Mayor. ~~As of October 18, 2017 a one-time leave bank contribution of 80 hours will be added to the current accrued leave.~~

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- (c) ~~Medical Leave – EMPLOYEE shall accrue medical leave at a rate of 8 hours per month. Medical leave may be carried over from year to year. Fifty percent (50%) of EMPLOYEE's accrued medical leave will be cashed out upon separation on favorable terms up to a maximum of 150 hours, subject to the limitations of Paragraph 5(b) hereof. For an absence due to sudden illness or other~~

~~unanticipated events, EMPLOYEE shall telephone the Mayor or the designated City Council representative as soon as possible prior to the time EMPLOYEE is scheduled to report for work.~~

~~(d)~~(c) Miscellaneous - Annual and sick leave both accrue during the period of time EMPLOYEE is on a paid leave, but not during leave without pay. Neither annual leave nor sick leave may be advanced.

9. Confidentiality. EMPLOYEE recognizes that the City Manager will receive and have access to information of a confidential nature. EMPLOYEE agrees any confidential information obtained as a result of the City Manager position will be maintained as confidential to the extent authorized by law.
10. Indemnification. CITY shall indemnify, hold harmless and defend EMPLOYEE against all claims and liability which may result from any claim, action or suit by any person based upon alleged injury to or death of a person or alleged loss of or damage to property that may occur or that may be alleged to have been caused by EMPLOYEE acting in the course and scope of performing his official duties during the duration of his employment with CITY under this Agreement, provided, however, that CITY shall not be obliged to indemnify, hold harmless or defend EMPLOYEE against any such claim or liability arising out of or resulting from acts or omissions which, in the sole judgment of CITY, constitute dishonesty, fraud, or criminal misconduct. It is the intention of the parties that EMPLOYEE shall be covered under the applicable CITY public officials' liability policy. The provisions of this Paragraph 10 shall survive the termination, expiration or other end of this Agreement and/or the EMPLOYEE's employment with the CITY.
11. Conflict of Interest. EMPLOYEE will be fair and impartial in all dealings and will avoid any actions which create a conflict of interest or might reasonably be interpreted as affecting the impartiality of his position as City Manager. EMPLOYEE shall not use his position for the primary purpose of obtaining personal financial gain or financial gain for a spouse, child, mother, father, or business with which the EMPLOYEE is associated. EMPLOYEE shall not solicit or receive money for advice or assistance given in the course of his public employment. EMPLOYEE may not represent a client for a fee before City Council.
12. Other Employment. EMPLOYEE acknowledges that he must devote a great deal of time outside normal City office hours to the business of Cordova. EMPLOYEE shall not undertake employment with any person or entity other than Cordova without prior approval of the City Council.
13. Performance Evaluation. The City Council shall evaluate the performance of EMPLOYEE no less frequently than annually during the term of this Agreement. The evaluation shall be completed in accordance with written guidelines of expected standards of performance and personal conduct and a written performance evaluation procedure approved by the City Council prior to each evaluation and provided in advance to EMPLOYEE.
14. Expenses.
  - (a) CITY will provide EMPLOYEE with a cell phone for ease of contact of EMPLOYEE during non-traditional work hours and particularly for use where the work of CITY

requires travel outside of CITY, subject to City policy and public record keeping requirements.

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- (b) CITY will provide EMPLOYEE with a laptop or other portable computing device. All such devices shall be used by EMPLOYEE for the sole and exclusive purpose of conducting official business and maintaining the operations of CITY. Use of all such devices is subject to CITY's policies regarding computer and internet use.
- (c) CITY shall provide EMPLOYEE with a ~~shared~~ automobile for travel to destinations within the City limits for city and personal business and to commute to and from work. The automobile may be used by other CITY employees from time to time when not being used by the EMPLOYEE. EMPLOYEE will be reimbursed by CITY on a per mile basis for business travel in EMPLOYEE's personal automobile to destinations outside the City limits at the IRS standard mileage rate for business, as the same may be amended on an annual basis, subject further to CITY's expense documentation and expense practices. EMPLOYEE shall be reimbursed for travel to out of town meetings or professional development as authorized by the City Council in the budget for each fiscal year or as approved in advance by the City Council, subject to City's expense documentation and reimbursement practices.
- (d) EMPLOYEE is encouraged to participate in community and civic affairs. The budgeted expenses for participation in such activities shall be borne by CITY, subject to CITY's expense documentation and reimbursement practices.
- (e) CITY shall provide EMPLOYEE with a business expense allowance in the sum of \$500 per year, for discretionary business expenses related CITY business that may be incurred by EMPLOYEE but that are not directly reimbursed by the City (e.g., meal and event expenses for gatherings with Council members, staff members, business contacts and/or other individuals with whom CITY has a relationship). Such expense reimbursements shall be subject to CITY's expense documentation and reimbursement practices.
- (f) CITY shall pay to EMPLOYEE housing payments of up to one thousand, five hundred dollars (\$1,500) per month for six (6) months and approximate to the Effective Date to obtain housing, subject to CITY's expense documentation and reimbursement practices.

~~(g) CITY shall pay as a moving and relocation expense allowance up to fifteen thousand Dollars (\$15,000). The moving and relocation expense allowance is paid in lieu of any other compensation or reimbursement for EMPLOYEE's cost and expense of moving EMPLOYEE's family and belongings. EMPLOYEE shall present all receipts, invoices or other proof of moving costs to the Human Resources Department within ninety (90) days of reporting to work at CITY. It is my understanding these have already been paid and receipts provided.~~

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~~(h)~~(g) CITY agrees to budget for and to pay for professional dues, subscriptions and reasonable travel and education expenses of EMPLOYEE necessary for continuation and full participation in national, regional, state and local associations,

including but not limited to Alaska Municipal League and the International City/County Management Association, for EMPLOYEE's continued professional growth and advancement. CITY will also pay or reimburse reasonable travel expenses of EMPLOYEE's spouse when the spouse accompanies EMPLOYEE to the annual conference for the International City/County Management Association and the Alaska Municipal League with prior notification to the Council; provided, however that such conferences and meetings must have a program or session(s) for the benefit of the spouse, and the spouse will be required to attend such session(s) and/or program(s) in order for EMPLOYEE to receive reimbursement of the travel expenses of his spouse.

15. Choice of Law; Exclusive Venue. Any controversy or claim arising out of or related to this Agreement or the breach thereof shall be governed by the laws of the State of Alaska, and the City of Cordova, Alaska, and the exclusive forum for any legal proceedings regarding such dispute shall be the Superior Court for the State of Alaska, Third Judicial District at Cordova.
16. Assignment. This Agreement shall not be assignable, in whole or in part, by either Party without the written consent of the other Party.
17. Integration and Modification. Except as otherwise provided herein, this instrument is the entire Agreement and supersedes any previous employment agreement or arrangements. It may be modified only in writing signed by each of the parties.
18. Severability. In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.
19. Waiver. The waiver by either Party of a breach of any of the provisions of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach by a Party.
20. Amendment. This Agreement may be amended in writing by mutual agreement of the Parties.
21. Applicability of City Personnel Regulations. The Cordova Municipal Code and any Personnel Regulations as they may exist from time to time shall govern this Agreement; provided, however, that the provisions of this Agreement shall take precedence in any area specifically addressed by this Agreement when there is a conflict between the Code, Regulations and this Agreement.
22. Employee's Certification. EMPLOYEE hereby certifies that he has received a copy of this Agreement and the Cordova Municipal Code and any applicable employment policies and procedures. EMPLOYEE further certifies that he has had the opportunity to be represented by independent counsel in the negotiation of this Agreement, has read the full Agreement, and understands the meaning and legal consequences of this Agreement.

IN WITNESS WHEREOF, the City Council of the City of Cordova has caused this Agreement to be signed and executed on the City Council's behalf by its Major and duly attested by its City Clerk, and Alan D. Lanning has executed this Agreement for and on behalf of himself, on the day and year first written above.

CITY OF CORDOVA

EMPLOYEE

BY: \_\_\_\_\_  
Clay Koplin, Mayor

BY: \_\_\_\_\_  
Alan D. Lanning

ATTEST:

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

DRAFT



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## **A Memo from Mayor Clay Koplin**

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DATE: December 14, 2017

TO: Mayor and City Council, public

SUBJECT: Contract amendment/Council approval for City Clerk contract

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This employment contract has been prepared and reviewed by (City Counsel) as directed by City Council and implemented as of the effective start date. The contract is attached here and included on this meeting agenda for approval by council in open session as required by City Code.

**STAFF RECOMMENDATION:** Move to approve the contract as amended between the City of Cordova and City Clerk Susan Bourgeois.

**REQUIRED ACTION:** Majority voice vote.

## RESTATED EMPLOYMENT AGREEMENT

This Restated Employment Agreement (“Agreement”) is by and between the City of Cordova, Alaska, (“Cordova”), a municipal corporation, and Susan Bourgeois (“Clerk”), and is effective as of August 8, 201~~7~~<sup>6</sup> (“Effective Date”).

WHEREAS, Clerk is currently employed by Cordova pursuant to that certain Restated Employment Agreement dated August 8, 201~~6~~<sup>3</sup>, which expire~~d~~<sup>s</sup> by its terms on August 8, 201~~9~~<sup>6</sup> and was extended through a First Amendment until the earlier of October 5, 2016, or the date the parties agree to a new employment agreement; and

WHEREAS, Cordova and Clerk wish to restate the terms and conditions of Clerk’s employment by Cordova.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Cordova and Clerk agree as follows:

### SECTION ONE: DUTIES OF CLERK

Clerk shall be employed by Cordova and hold the title “City Clerk” of Cordova. Clerk shall perform all duties and discharge all responsibilities of that position as prescribed from time to time by the laws of the State of Alaska, the Charter of the City Cordova, the Cordova Municipal Code, as the same may be amended from time to time, and such other duties as may be reasonably directed by the City Council.

### SECTION TWO: COMPENSATION OF CLERK

1. **SALARY.** For services performed Clerk shall receive an annual salary of ~~\$81,926.23~~<sup>\$86,570.92</sup> minus applicable withholding and deductions, retroactive to August 8, 201~~7~~<sup>6</sup>. Such salary shall be payable in accordance with the Cordova Municipal Code and Cordova’s regular and customary payroll practices. This salary amount shall be effective through August 8, 201~~8~~<sup>7</sup>, on or about, at which time an annual review by the City Council shall be conducted. ~~Upon satisfactory review in 2017, Clerk shall receive an annual salary increase equal to level 7 for the top tier of employees on the then existing, City of Cordova, Exempt Pay Schedule, for the remainder of the contract term.~~ Clerk shall receive any and all salary increases, such as COLA adjustments, given to all other exempt employees of the City of Cordova during the term of this agreement.

2. **EXEMPT POSITION.** Clerk acknowledges that the position of City Clerk is exempt from the overtime requirements of state and federal minimum wage and overtime laws, and as such Clerk is expected to work whatever hours are necessary to accomplish the goals and requirements of the position. The customary work week at Cordova for full time, exempt employees is Monday through Friday from 8:00 a.m. to 5:00 p.m. However, Clerk acknowledges that the specified work hours and work week may differ depending on the needs of the City Council, and that Clerk may frequently be required to work beyond the confines of the regular work week and work hours. Time sheets shall be submitted to the Mayor or his/her designee on

the City Council for signature in accordance with the schedule utilized for other non-elected, non-collectively bargained employees.

3. **BENEFITS.** Clerk shall be entitled to participate in State of Alaska PERS retirement benefits, and City-sponsored health and life insurance benefits on the same basis as other full-time regular employees of the City of Cordova, subject to the City's right to amend or terminate such benefits at any time. City shall supply Clerk with a cell phone for business and personal use, subject to City policies and public record keeping requirements.

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4. **PAID TIME OFF.**

- a. **Annual Leave** - Clerk shall accrue annual leave at a rate of 20 hours per month. Annual leave may be carried over from year to year. Annual leave accumulated in excess of 240 hours shall be forfeited on December 31 of each year. All accrued annual leave shall be cashed out upon separation, subject to the limitations of Section 4, Paragraph 2 hereof. Annual leave must be requested two weeks in advance. Requests for annual leave shall be submitted to the City Council at any of its regularly scheduled twice-monthly meetings.
- b. **Medical Leave** - Clerk shall accrue medical leave at a rate of 15 days per year. Medical leave shall be carried over from year to year. Fifty percent (50%) of Clerk's accrued medical leave shall be cashed out upon separation on favorable terms up to a maximum of 520 hours, subject to the limitations of Section 4, Paragraph 2 hereof. For an absence due to sudden illness or other unanticipated events, Clerk shall telephone the Mayor or the designated City Council representative as soon as possible prior to the time Clerk is scheduled to report for work.
- c. **Miscellaneous** - Annual and sick leave both accrue during the period of time Clerk is on a paid leave, but not during leave without pay. Neither annual leave nor sick leave may be advanced.

5. **TRAVEL, MEETINGS, AND PROFESSIONAL DEVELOPMENT.** Clerk shall receive allowance for travel, out-of-town meetings or professional development expenses as authorized by the City Council in the budget for each fiscal year or as approved in advance by the City Council from time to time. Subject to the foregoing, Clerk agrees to pursue professional development to attain and/or maintain the designation of Certified Municipal Clerk.

**SECTION THREE: PERFORMANCE EVALUATION**

The City Council shall evaluate the performance of Clerk no less frequently than annually during the term of this Agreement. The evaluation shall be completed in accordance with written guidelines of expected standards of performance and personal conduct and a written performance evaluation procedure approved by the City Council prior to each evaluation and provided in advance to Clerk.

**SECTION FOUR: TERM, TERMINATION AND SEVERANCE PAY.**

1. **TERM.** The term of the Agreement is from the Effective Date though August 8, 2019 unless terminated earlier pursuant to Paragraph 2 of this Section Four.

2. **TERMINATION.** The Agreement and Clerk's employment hereunder are terminable at will and at any time by the City Council without any notice of any kind whatsoever, with or without cause, it being expressly and explicitly understood by Clerk that she holds her position at the will of the City Council of the City of Cordova. Clerk understands and agrees that no representations or course of conduct by the City Council shall establish any legally enforceable expectation of her continued employment by the City Council.

Clerk shall provide the City Council with written notice of her resignation no less than thirty (30) days prior to the effective date of her resignation or expiration of this employment agreement. If Clerk resigns without providing such notice, then Clerk shall forfeit all benefits, if any, which Clerk otherwise would be entitled to receive under this Agreement, including without limitation the cash out of any accrued, unpaid annual or medical leave.

Dismissal and grievance procedures applicable to other City employees as provided in the Cordova Municipal Code, if any, shall not apply to the termination of Clerk's employment by the City Council.

3. **SEVERANCE PAY.** If the City Council terminates Clerk's employment without cause, and Clerk executes and does not revoke a waiver and release prepared or approved by the City Council, then Cordova shall pay Clerk a lump sum severance payment equal to three months' salary for Clerk, minus applicable withholdings and deductions.

If Council terminates Clerk's employment with cause or if Clerk resigns her employment, regardless of cause, then Clerk shall receive no severance pay. Any of the following shall constitute "cause" for termination: (i) Clerk's failure to satisfactorily perform her duties in accordance with the provisions of this Agreement, (ii) Clerk's intentional failure to obey any lawful directive of the Council, (iii) Clerk's intentional failure to comply with the Charter of the City of Cordova or with the Cordova Municipal Code, (iv) intentional and willful misconduct which the Council reasonably believes reflects adversely on Clerk's position, including but not limited to, dishonesty, fraud, embezzlement, substance abuse, and criminal misconduct, or (v) any other acts or omissions of Clerk which constitute "cause" under Alaska law.

#### **SECTION FIVE: OTHER EMPLOYMENT**

Clerk acknowledges that she must devote a great deal of time outside normal City office hours to the business of Cordova. Clerk shall not undertake employment with any person or entity other than Cordova without prior approval of the City Council.

#### **SECTION SIX: INDEMNIFICATION BY CORDOVA**

Cordova shall indemnify, hold harmless and defend Clerk against all claims and liability which may result from any claim, action or suit by any person based upon alleged injury to or death of a person or alleged loss of or damage to property that may occur or that may be alleged

to have been caused by Clerk in the performance of her official duties during the duration of her employment with Cordova under this Agreement; provided, however, that Cordova shall not be obliged to indemnify, hold harmless or defend Clerk against any claim or liability arising out of or resulting from acts or omissions which, in the sole judgment of Cordova, may occur or that may be alleged to have been caused by Clerk while acting outside of course and scope of her official duties, or from any false, deceptive, dishonest or criminal act or omission under the laws and regulations of the United States of America, the State of Alaska and/or any political subdivision thereof.

#### SECTION SEVEN: GENERAL PROVISIONS

1. **CHOICE OF LAW, EXCLUSIVE VENUE.** Any controversy or claim arising out of or related to this Agreement or the breach thereof shall be governed by the laws of the State of Alaska, and the City of Cordova, Alaska, and the exclusive forum for any legal proceedings regarding such dispute shall be the Superior Court for the State of Alaska, Third Judicial District at Cordova.

2. **ASSIGNMENT.** This Agreement shall not be assignable, in whole or in part, by either Party without the written consent of the other Party.

3. **SEVERABILITY.** In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

4. **WAIVER.** The waiver by either Party of a breach of any of the provisions of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach by a Party.

5. **AMENDMENT.** This Agreement may be amended in writing by mutual agreement of the Parties.

6. **APPLICATION OF CITY CODE AND PERSONNEL POLICIES.** Unless expressly contrary to a provision hereunder or as contrary to the laws of the State of Alaska, the Charter of the City of Cordova, or the Cordova Municipal Code, Clerk's employment shall be subject to the personnel policies and rules applicable to non-elected, non-represented employees of Cordova, as the same may be amended from time to time, to the extent the same are not in conflict with an express, lawful provision of this Agreement.

7. **INTEGRATED AGREEMENT.** This Agreement constitutes the entire Agreement between Clerk and Cordova, and supersedes all prior oral or written understandings, if any, between Clerk and Cordova, including without limitation, the predecessor restated employment agreement dated September 27, 2016, ~~April 13, 2010 between the Parties, the First~~

~~Amendment thereto, dated April 14, 2013, the Second Amendment thereto, dated May 29, 2013, and the Third amendment thereto dated July 1, 2013.~~

**IN WITNESS WHEREOF**, the City Council of the City of Cordova has caused this Agreement to be signed and executed on the City Council's behalf by its Major and duly attested by its Human Resources Officer, and Susan Bourgeois has executed this Agreement for and on behalf of herself, on the day and year first written above.

City Council of the City of Cordova, Alaska

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Clay R. Koplín

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

Human Resources Officer of City of Cordova, Alaska

\_\_\_\_\_ Date: \_\_\_\_\_  
Cindy Appleton

Clerk

\_\_\_\_\_ Date: \_\_\_\_\_  
Susan Bourgeois



## CITY COUNCIL COMMUNICATION FORM

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**FROM:** Mayor Clay Koplín

**DATE:** 12/14/2017

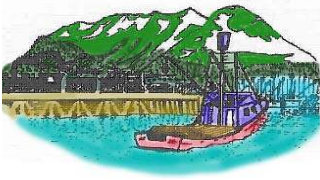
**ITEM:** Performance Bonus Funds

**NEXT STEP:** Motion for Approval

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**Based upon Council direction and positive performance reviews concerning the City Manager, City Clerk and exempt staff, the City Council authorizes one-time FY2017 bonuses and other contract adjustments to acknowledge staff diligence in generating the budget surplus and their voluntary wages freezes, reduced hours, and other commitments to balancing the City budget. Council authorizes the transfer of funds from the General Fund Reserve to the following accounts:**

**101-421-50000: \$20,000.00**  
**101-421-52080: \$18,995.00**  
**101-402-50000: \$1,787.00**



**City Council of the City of Cordova, Alaska**  
**Pending Agenda -December 20, 2017 Regular Council Meeting**

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

- 1) Council direction to staff in pursuing Crater Lake Water & Power project from City (water) side
- 2) Code change re Council member service on boards/commissions (ordinance being drafted)
- 3) Land Disposal vs. Land Development policy
- 4) Discussion/action regarding water charges at the Harbor
- 5) Odiak Camper Park and/or other locations for long term rv/trailer space rentals in Cordova
- 6) Waterfront development
- 7) Cordova Center bird mitigation - for 2018
- 8) City Investments - UBS to come for work session January 17, 2018

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

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

<b>1/3/2018</b>	<b>3/7/2018</b>	<b>6/6/2018</b>	<b>9/5/2018</b>
-----------------	-----------------	-----------------	-----------------
- 2) Staff quarterly reports will be in the following packets:
 

<b>1/17/2018</b>	<b>4/18/2018</b>	<b>7/18/2018</b>	<b>10/17/2018</b>
------------------	------------------	------------------	-------------------
- 3) Work session with UBS re City Investments scheduled for **January 17, 2018**

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

**item:**

**suggested  
agenda date:**

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

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





**City Council of the City of Cordova, Alaska**  
**Pending Agenda - December 20, 2017 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  
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 through December 2017  
**Sylvia Lange** alternate

# DECEMBER 2017




CALENDAR MONTH **DECEMBER**  
 CALENDAR YEAR **2017**  
 1ST DAY OF WEEK **SUNDAY**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	1 	2 
<b>Tree Lighting 12/1/17 and Holiday Bazaar 12/1-2/17</b>						
3	4	5	6	7	8	9
10	11	12	13	14	15	16
			5:30 Council work session 6:45 Council pub hrg CCAB 7:00 Council reg mtg CCAB			
		6:30 P&Z CCAB	7:00 Sch Bd HSL 7:00 Harbor Cms CCB		CHS Basketball home endowment games w-Valdez, Fri & Sat, 12/15-16	
17	18	19	20	21	22	23
				<b>CSD end 2Q</b>		
6:00 Council joint work session with NVE Tribal Council				<b>CSD vacation - Dec 22 thru Jan 5</b>		
24	25	26	27	28	29	30
Christmas holiday - City Hall Offices Closed 				5:30 CTC Board Meeting 6:00 CEC Board Meeting 		
		6:00 P&R CCM	Cordova Teams to Rally the Regions Hardwood Classic Basketball Tourney in ANC Dec 27-30			
31	Notes		<b>CSD vacation - Dec 22 thru Jan 5</b>		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

# JANUARY 2018

CALENDAR MONTH **JANUARY**  
 CALENDAR YEAR **2018**  
 1ST DAY OF WEEK **SUNDAY**



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31		2	3	4	5	6
	<b>New Year holiday - City Hall Offices Closed</b>		<b>CSD vacation - Dec 22 thru Jan 5</b>			
7	8	9	10	11	12	13
			6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB			
14	15	16	17	18	19	20
	 <b>MLK Jr. holiday -City Hall Offices Closed</b>	6:30 P&Z CCAB	7:00 Sch Bd HSL 7:00 Harbor Cms CCB		<b>CSD Inservice</b>	
		AK Legislative session begins	6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB		<b>Cordova Tip-off Basketball Tourney Jan 18-20</b>	
21	22	23	24	25	26	27
28	29	30	31	1	2	3
			6:00 CEC Board Meeting	6:00 CCMCAB HCR		
4	5		5:30 CTC Board Meeting			
		6:00 P&R CCM				

Notes

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

# FEBRUARY 2018

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

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

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

# 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>Robert Beedle</b> <a href="mailto:CouncilSeatD@cityofcordova.net">CouncilSeatD@cityofcordova.net</a>	March 3, 2015	March-18
Seat E: 3 years	<b>Anne Schaefer</b> <small>elected by cncl</small> <a href="mailto:CouncilSeatE@cityofcordova.net">CouncilSeatE@cityofcordova.net</a>	December 6, 2017	March-18
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 3, 2015	March-18
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 3, 2015 March 6, 2012 March 3, 2009 March 7, 2006	March-18
3 years	<b>Sheryl Glasen</b> <a href="mailto:sglasen@cordovasd.org">sglasen@cordovasd.org</a> <i>Vacant (appointed, non-voting) City Council Rep</i>	March 7, 2017 March 4, 2014	March-20

seat up for re-election in 2018

board/commission chair

seat up for re-appt in Nov 18

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

## CCMC Authority - Board of Directors - Elected

length of term		Date Elected	Term Expires
3 years	<b>Kristin Carpenter</b>	March 7, 2017	March-20
3 years	<b>Sally Bennett</b>	March 7, 2017	March-19
3 years	<b>April Horton</b>	March 7, 2017	March-19
3 years	<b>Dorne Hawxhurst</b>	March 7, 2017	March-18
3 years	<b>Amanda Wiese</b> <span style="margin-left: 20px;">elected by board</span>	November 2, 2017	March-18

## LIBRARY BOARD - APPOINTED

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

## PLANNING AND ZONING COMMISSION - APPOINTED

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

seat up for re-appt in Nov 18

seat up for re-election in 2018

board/commission chair

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

## HARBOR COMMISSION - APPOINTED

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

## PARKS AND RECREATION COMMISSION - APPOINTED

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

## HISTORIC PRESERVATION COMMISSION - APPOINTED

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

seat up for re-election in 2018

board/commission chair

seat up for re-appt in Nov 18