

Mayor
James Kacsh

Council Members
Kristin Carpenter
Tim Joyce
David Allison
Bret Bradford
EJ Cheshier
David Reggiani
James Burton

City Manager
Randy Robertson

City Clerk
Susan Bourgeois

Deputy Clerk
Tina Hammer

Student Council
Sarah Hoepfner
Gabrielle Brown

**REGULAR COUNCIL MEETING
JANUARY 02, 2014 @ 7:30 PM
LIBRARY MEETING ROOM**



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 James Kacsh, Council members Kristin Carpenter, Tim Joyce, David Allison, Bret Bradford, EJ Cheshier, David Reggiani and James Burton

D. APPROVAL OF REGULAR AGENDA..... (voice vote)

E. DISCLOSURES OF CONFLICTS OF INTEREST

F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Guest Speaker - none
2. Audience comments regarding agenda items..... **(3 minutes per speaker)**
3. Chairpersons and Representatives of Boards and Commissions (Harbor, HSB, Parks & Rec, P&Z, School Board)
4. Student Council Representative Report

G. APPROVAL OF CONSENT CALENDAR..... (roll call vote)

5. Resolution 01-14-01..... **(page 1)**
A resolution of the City Council of the City of Cordova, Alaska authorizing Randy Robertson, City Manager, to execute any and all documents that may be required by the State of Alaska Department of Environmental Conservation to reflect the indebtedness, the terms of its repayment, and any security therefor, including but not limited to an agreement for the loan and a promissory note regarding water quality at the refuse transfer site
6. Resolution 01-14-02..... **(page 3)**
A resolution of the City Council of the City of Cordova, Alaska authorizing Randy Robertson, City Manager, to execute any and all documents that may be required by the State of Alaska Department of Environmental Conservation to reflect the indebtedness, the terms of its repayment, and any security therefor, including but not limited to an agreement for the loan and a promissory note regarding water system improvements
7. Resolution 01-14-03..... **(page 4)**
A resolution of the City Council of the City of Cordova, Alaska thanking Mr. McCallister, Ms. Humphrey-Barnett and the entire board of the Providence Alaska Foundation for their extraordinary gifts including funding the largest acquisition of exercise and diagnostic equipment and the greatest expansion of health-related programming in the City's recent history
8. Contract approval with Arctic Information Technology..... **(page 5)**
for TotalCare managed information technology services

H. APPROVAL OF MINUTES

9. Regular Meeting Minutes 12-04-13..... **(page 14)**
10. Public Hearing Minutes 12-18-13..... **(page 19)**

I. CONSIDERATION OF BIDS

J. REPORTS OF OFFICERS

- 11. Mayor’s Report
- 12. Manager’s Report
- 13. City Clerk’s Report

K. CORRESPONDENCE

- 14. D. Weathers letter to Council regarding Harbor fill 12-20-13..... (page 20)

L. ORDINANCES AND RESOLUTIONS

M. UNFINISHED BUSINESS

- 15. Council concurrence of Mayor’s appointment(s) to various..... (voice vote)(page 23)
City Boards and Commissions

N. NEW & MISCELLANEOUS BUSINESS

- 16. Discussion of live-streaming of City Council meetings
- 17. Pending Agenda and Calendar..... (page 27)

O. AUDIENCE PARTICIPATION

P. COUNCIL COMMENTS

- 18. Council Comments

Q. EXECUTIVE SESSION

- 19. Lease negotiations with PWSSC

R. ADJOURNMENT

.....

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

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

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

Memo to City Council
RE: Resolution 01-1401 & 01-1402
Date: 12-26-13

Cordova City Council Members,
Resolutions 01-14-01 and 01-14-02 essentially recognize Randy Robertson as the authorized signer on behalf of the City of Cordova. They are borrowing resolutions. The loan documents have already been executed by Randy Robertson. These loans were approved by the voters in March '13.

Thanks,
Josh Hallquist
Public Works Director
City of Cordova

**CITY OF CORDOVA, ALASKA
RESOLUTION 01-14-01**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA AUTHORIZING RANDY ROBERTSON, CITY MANAGER, TO EXECUTE ANY AND ALL DOCUMENTS THAT MAY BE REQUIRED BY THE STATE OF ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION TO REFLECT THE INDEBTEDNESS, THE TERMS OF ITS REPAYMENT, AND ANY SECURITY THEREFOR, INCLUDING BUT NOT LIMITED TO AN AGREEMENT FOR THE LOAN AND A PROMISSORY NOTE REGARDING WATER QUALITY AT THE REFUSE TRANSFER SITE

WHEREAS, the City of Cordova seeks to obtain the necessary financial assistance to improve water quality at Refuse Transfer Site; and

WHEREAS, the State of Alaska, Department of Environmental Conservation is able to offer funding through the Alaska Clean Water Fund; and

WHEREAS, the City of Cordova wishes to authorize the acceptance of a loan offer from the Alaska Clean Water Fund in order to complete the loan application.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cordova, Alaska hereby authorizes Randy Robertson, City Manager, to execute any and all documents that may be required by the Department to reflect the indebtedness, the terms of its repayment, and any security therefor, including but not limited to an agreement for the loan and a promissory note regarding water quality at the refuse transfer site.

PASSED AND APPROVED THIS 2nd DAY OF JANUARY, 2014

James Kacsh, Mayor

Attest:

Susan Bourgeois, CMC, City Clerk

**CITY OF CORDOVA, ALASKA
RESOLUTION 01-14-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA
AUTHORIZING RANDY ROBERTSON, CITY MANAGER, TO EXECUTE ANY AND ALL
DOCUMENTS THAT MAY BE REQUIRED BY THE STATE OF ALASKA DEPARTMENT
OF ENVIRONMENTAL CONSERVATION TO REFLECT THE INDEBTEDNESS, THE
TERMS OF ITS REPAYMENT, AND ANY SECURITY THEREFOR, INCLUDING BUT
NOT LIMITED TO AN AGREEMENT FOR THE LOAN AND A PROMISSORY NOTE
REGARDING WATER SYSTEM IMPROVEMENTS**

WHEREAS, the City of Cordova seeks to obtain the necessary financial assistance to construct water system improvements to become LT2 compliant; and

WHEREAS, the State of Alaska, Department of Environmental Conservation is able to offer funding through the Alaska Drinking Water Fund; and

WHEREAS, the City of Cordova wishes to authorize the acceptance of a loan offer from the Alaska Drinking Water Fund in order to complete the loan application.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cordova, Alaska hereby authorizes Randy Robertson, City Manager, to execute any and all documents that may be required by the Department to reflect the indebtedness, the terms of its repayment, and any security therefor, including but not limited to an agreement for the loan and a promissory note regarding water system improvements.

PASSED AND APPROVED THIS 2nd DAY OF JANUARY, 2014

James Kacsh, Mayor

Attest:

Susan Bourgeois, CMC, City Clerk

**CITY OF CORDOVA, ALASKA
RESOLUTION 01-14-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA
THANKING MR. MCCALLISTER, MS. HUMPHREY-BARNETT AND THE ENTIRE
BOARD OF THE PROVIDENCE ALASKA FOUNDATION FOR THEIR
EXTRAORDINARY GIFTS INCLUDING FUNDING THE LARGEST ACQUISITION
OF EXERCISE AND DIAGNOSTIC EQUIPMENT AND THE GREATEST EXPANSION
OF HEALTH-RELATED PROGRAMMING IN THE CITY'S RECENT HISTORY**

WHEREAS, the Providence Health Care System was built on the philanthropy of the Sisters of Providence who built the first Providence hospital in Nome, Alaska, more than 100 years ago with donations from gold miners; and

WHEREAS, as a component of the Providence Health Care System, the Providence Alaska Foundation works to build a broad and deep base of philanthropy to support the Mission of Providence Health & Services in Alaska; and

WHEREAS, our own Cordova Community Medical Center is managed by the leadership of the Providence Healthcare System; and

WHEREAS, Mr. Sean McCallister, Ms. Susan Humphrey-Barnett and other members of the Providence Region Executive Council recognized Cordova's need and desire to improve the health and wellness of the citizens of Cordova; and

WHEREAS, on 23 December, 2013, the Providence Region Executive Council did hereby approve a \$150,000 grant to the City of Cordova for exercise equipment, wellness programming and partial funding of a computerized tomography (CT) Scanner.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska does hereby thank and express sincere gratitude to Mr. McCallister, Ms. Humphrey-Barnett and the Providence Alaska Foundation and recognizes that their concern for the well-being and health of the citizens of Cordova is demonstrated through their commitment to our community and their efforts reflect the highest credit upon the Providence Alaska Foundation, the Providence Health Care System and its leadership.

PASSED AND APPROVED THIS 2nd DAY OF JANUARY, 2014

James Kacsh, Mayor

Attest:

Susan Bourgeois, CMC, City Clerk



CITY OF CORDOVA

Office of City Manager

City of Cordova
602 Railroad Ave.
P.O. Box 1210
Cordova, Alaska 99574
Phone: (907) 424-6200
Fax: (907) 424-6000
Email: citymanager@cityofcordova.net
Web: www.cityofcordova.net

December 26, 2013

Memo to City Council

Re: Arctic Information Technology, Inc (Arctic IT) TotalCare Statement of Work

CMC 5.12.040 “Council approval of contracts” says:

No contract for supplies, services or construction which obligates the city to pay more than fifteen thousand dollars may be executed unless the council has approved a memorandum setting forth the following essential terms of the contract:

- A. The identity of the contractor;*
- B. The contract price;*
- C. The nature and quantity of the performance that the city shall receive under the contract; and*
- D. The time for performance under the contract.*

I recommend the city enter into a contract with Arctic IT, of Anchorage, Alaska, to perform TotalCare managed information technology services and associated work as set forth in the attached Statement of Work (Exhibit A).

The contract price includes monthly fees of \$85 per computer system (PC), \$179 per server, and \$1,400 to support onsite visits. The annual total as budgeted is not to exceed Eighty Six Thousand dollars (\$86,000.00) provided the City does not change the number of computer systems within the City’s network.

A summary of the nature and quantity of the performance the city shall receive is set forth in the attached Scope of Work (Exhibit A).

The time for performance is monthly services at the stated rates through December 2015.

Recommended action: Voice Vote.

I move to direct the City Manager to enter into a contract with Arctic IT, to provide TotalCare managed services and associated work for an annual sum of Eighty Six Thousand dollars and no cents (\$86,000.00)

Thank you,

Randy Robertson, City Manager



Statement of Work

This Statement of Work (“SOW”) is an addendum to the Arctic Information Technology, Inc. (AIT) Master Services Agreement. AIT and City of Cordova (Client), intending to be legally bound, hereby amend the Master Services Agreement as follows:

The terms of this Addendum are incorporated by reference into and made a part of the Master Services Agreement as if fully set forth therein. This Addendum amends the Master Services Agreement and to the extent this Addendum directly or indirectly conflicts with the Master Services Agreement, this Addendum shall control and supersede. Except for the amendments set forth in this Addendum, the terms and conditions of the Master Services Agreement remain unchanged and in full force and effect. This Addendum and the Master Services Agreement shall collectively constitute the entire understanding between the parties with regard to the subject matter addressed herein, and revokes and supersedes all prior or simultaneous representations, discussions, negotiations, whether written or oral with regard thereto. No amendment, change, waiver, or discharge of any obligation or term hereof shall be valid unless in writing signed by both parties.

1. Definitions

The definitions and references provided below are used throughout this SOW and serve to help AIT and our Client to understand the various services being provided as part of this SOW and those services that may be provided by AIT to Client under a different SOW to implement a specific technology by our professional services team.

- 1.1. PCs** are computers such as desktop and laptop personal computers that are regularly accessed and used by individuals or users within the Client’s business.
- 1.2. Critical Error** is an error that occurs when Primary Functionality of the Client IT System is inaccessible, unusable, inoperative or degraded or retarded to such an extent that Client operation is materially adversely affected and there is no Work Around or such System crashes or locks up or there is data loss or corruption.
- 1.3. Desktop Support (“DS”)** is the process of supporting a Client employee computer system on site to resolve a reported issue that either cannot be addressed remotely or that requires some component of the computer to be replaced or maintained.
- 1.4. Device** is network equipment including but not limited to routers, switches, firewalls, and wireless access points.
- 1.5. Downtime** means that the Client IT System is inaccessible for fifteen (15) consecutive minutes or more, excluding (a) normal maintenance that is routinely scheduled pursuant to Section 2.9.1 of this SOW for purposes of updates to the Client IT System, (b) downtime caused by malfunction of Client’s or a third party’s software or hardware, network service provider or Internet outages described in Section 2.9.2 or by Client’s negligence or misuse of the Client IT System; (c) security shutdowns undertaken pursuant to Section 2.9.3; and (d) downtime arising out of Force Majeure events described in MSA.
- 1.6. Help Desk (“HD”)** is remote end user technical support and resolution for Client staff operating system and business application issues.
- 1.7. High Error** is an error that occurs when (i) a Primary Functionality of the Client IT System is inaccessible, unusable, inoperative or degraded or retarded to such an extent that Client operation is materially adversely affected but a reasonable Work Around exists; or (ii) a Secondary Functionality of the Client IT System is inaccessible, unusable or inoperative and there is no Work Around.
- 1.8. Line-of-Business Applications (“LOB”)** are software applications that provide specific functionality for a Client or type of business; e.g. accounting software, design software, or other industry specific software not widely used among multiple business types or communities.

- 1.9. Low Error** is an error that occurs when there is an issue of minimal impact to a Secondary Functionality of the Client IT System.
- 1.10. Maintenance** is comprised of the installation of updates, patches and other periodic tasks performed on Client systems.
- 1.11. Managed Services** (“MS”) is the remote management and care of Client computers, servers, operating systems, network devices, and supported business applications including the monitoring of these systems for availability and performance characteristics. The guiding principle of a managed service is to return what was working yesterday to its previous state if the system should fail.
- 1.12. Medium Error** is an error that occurs when a Secondary Functionality of the Client IT System is inaccessible, unusable, inoperative or degraded or retarded to such an extent that the Client operation is materially adversely affected but a reasonable Work Around exists.
- 1.13. Network Operations Center** (“NOC”) is the facility where AIT provides remote monitoring and management of Client network and systems infrastructure.
- 1.14. Patch Management** is defined as the remote installation of manufacturer recommended operating systems service packs and hot fixes to Client server(s) and workstation(s) computers on a regular defined schedule or as needed based on recommendations from the product manufacturer.
- 1.15. Primary Functionality** means the ability of the Client to access and use the full functionality of the Client IT System and without which, the Client IT System is inaccessible, unusable, inoperative or degraded or retarded to such an extent that Client operation is materially adversely affected.
- 1.16. Professional Services** (“PS”) is the engagement of a company such as AIT to upgrade and/or implement a new system, network, service, application or business process.
- 1.17. Project Management** (“PM”) management activities related to scheduling resources, providing quarterly business reviews, and defining the specific functions necessary to maintain adequate level of communication between AIT and Client.
- 1.18. Secondary Functionality** means functionality which supports the Primary Functionality of the Client IT System and failure of which results in an inability to access and use partial functionality of the Client IT System.
- 1.19. Servers** are computer systems operating in the Client’s business, operating either physically or virtually, that provide shared access, functionality or storage for PCs via a network connection.
- 1.20. Technical Support** means all of the services described in this Scope of Work.
- 1.21. Unscheduled Downtime** means Downtime resulting from a Critical Error.
- 1.22. Update** means to apply a patch or fix to hardware or software or its supporting data. This includes fixing security vulnerabilities and other bugs and improving the usability or performance.
- 1.23. Upgrade** means the replacement of a hardware, software or firmware with a newer or better version of the same product in order to bring the system up to date or to improve its characteristics.
- 1.24. Work Around** means a temporary resolution that restores the service and operation of the Client IT System to some reasonable level of functionality even if it is not possible to provide full functionality with the resolution.

2. Services

The services outlined below, as indicated, will be provided to the Client during the Term of this SOW and at the rates detailed in the compensation section of this document. Projects and/or services deemed to be outside the scope of this SOW will be billable to the Client at the rates established in MSA.

2.1. Onboarding Process

A systems and network discovery project will be conducted by AIT to ascertain the configuration and state of the existing network, network security and systems infrastructure in comparison to best practices; the discovery process will be used to identify and document Client goals relative to their computer network including known areas of concern.

The final deliverable of this work effort will be an executive level report that includes documentation of the Client network and systems infrastructure including a recommended plan to make necessary systems, network and/or network security improvements based upon any risks identified by AIT during the onboarding process.

The data gathered during the discovery project will be converted to documentation to be used for the future management of the Client computer environment and stored within the AIT portal; the data may include items such as system configuration, logical network diagrams, physical network diagrams, network addressing information, and server configuration work sheets.

AIT will provide to Client communication templates that the Client may use to announce AIT as a provider of support services to their employees.

2.2. Systems and Network Monitoring

Arctic Information Technology will install the "TotalCare" agent on each Windows system within the Client network to enable the collection and analysis of Client owned servers, server operating systems, server applications, workstations and other Devices identified as being critical to the Client business including those applications that are used to maintain aspects of the Client servers which may include data protection software and centralized anti-virus as a few examples.

AIT will conduct testing to validate that Client PCs, Servers, and Devices are monitored. Upon completion of this testing, AIT will notify Client that monitoring systems are in place and NOC will provide the following services as part of the monthly monitoring fees:

- 2.2.1. NOC will proactively monitor PCs, Servers, and Devices on the Client network that are critical to the Client's business and resolve those alerts reported by the "TotalCare" agent to the NOC.
- 2.2.2. NOC will review the alerts and ascertain the best approach to resolve alerts based on the nature of the alert and assess the impact to Client business.
- 2.2.3. NOC will notify Client of failures that affect the availability of a PC, Server, or Device on the Client network and/or result in the inability of Client employees to work or access Client systems.
- 2.2.4. NOC will dispatch personnel to Client facility as necessary to resolve alerts.
- 2.2.5. NOC personnel will conduct regularly scheduled maintenance of PCs, Servers, and Devices covered under this SOW including the installation of manufacturer recommended operating system patches.

2.3. Systems and Network Operations

AIT will conduct routine maintenance on Client owned servers and server operating systems including manual review of data protection systems; this may include updates provided by the hardware manufacturer or operating system service packs and hot fixes that are not suited for remote installation by the NOC.

AIT will perform analysis on Client network server(s) being monitored by the NOC to understand trends in the data and make recommendations to the Client as necessary relative to changes needed in the systems and/or network infrastructure to resolve ongoing issues reported by the NOC.

2.4. Help Desk

AIT staff will create trouble tickets for Client employees in the Client support portal and track all relevant information relating to the support case. AIT shall also provide on-line tracking of support request on issues relating to the Client IT System through a website. AIT will also provide an emergency number providing 24-

hour response for logging support issues that are identified as Critical Errors or High Errors. Client may designate up to 3 personnel who will be authorized to use the 24-hour response service.

AIT will use its best efforts to resolve the Client employee problems as expeditiously as possible. AIT will utilize remote support tools to assist Client employees whenever possible rather than dispatching personnel to Client site. Client trouble tickets that cannot be resolved remotely will be escalated to AIT personnel for onsite resolution at AIT's discretion.

2.5. Limitation of Support

TotalCare by AIT is a service that is meant to support common business applications, devices, and operating systems. Client may have specific line-of-business applications, hardware or IT services that AIT, at its discretion, may not support under this SOW due to lack of familiarity, lack of manufacture support or requirement for specific skill, training or certification. Unsupported applications, hardware and services will be documented as part of the onboarding process and may include software installed by the Client, with or without AIT's knowledge, after the Client's support service has commenced.

AIT shall have no obligation to provide support services for any software or hardware unknown to AIT. Further, AIT shall have no obligation to support any defect or failure of the Client IT System caused by the improper use of the Client IT System by Client or unauthorized personnel of Client, but will nevertheless use all reasonable efforts to provide the same if requested by Client, subject the terms for "As Requested" services in the MSA.

2.6. Updates

AIT shall periodically install updates to supported software and hardware at no additional cost to Client. For the avoidance of doubt, installation of upgrades, feature enhancements and other modifications or extensions to software or hardware are subject to additional charge in accordance with the terms for "As Requested" services in the MSA.

2.7. Desktop Support

AIT will provide Client with on-site desktop support services in Anchorage without costs for travel time. Client systems outside of Anchorage will be supported via on-site support as negotiated with Client, subject to travel time and expenses as called for in the MSA, or the PC may be transported to AIT's office in Anchorage at the Client's expense.

Circumstances may impact the delivery of this service; e.g., hardware related problems that require procurement of replacement equipment, inability of AIT to contact the employee reporting problem, or research is necessary to resolve the problem.

2.8. Status Reports

AIT will conduct regular meetings with Client appointed contact on a mutually agreed upon schedule to provide Client insight into the status of their operational systems and network infrastructure; AIT will provide Client with reports on user requests, progress on implementation of improvements required as part of initial discovery, and insight into technology products that may improve Client business operations.

2.9. Service Level Objectives

- 2.9.1. Scheduled Maintenance. AIT shall provide at least 24 hours advance notice for any scheduled maintenance that results in system restarts or other interruptions to service. AIT will make all reasonable efforts to schedule such maintenance between the hours of 5:00 PM Alaska Time and 8:00 AM Alaska Time. It is understood by the parties that the number of scheduled maintenance occurrences will be kept to a minimum and within acceptable levels under industry standards, but that AIT may be required to perform more scheduled maintenance as necessary to meet requirements set forth by software, hardware, and other third party service vendors. AIT shall not be liable for Downtime resulting from the installation of patches or updates provided by the software or hardware vendor.
- 2.9.2. Network Service Provider; Internet Outages and Other Events. AIT shall not be liable for Downtime resulting from network service provider outages, Internet outages or any other events or occurrences that are outside the reasonable control of AIT. Client acknowledges that AIT does not and cannot control the flow of data to or from AIT's network, the Client's network, and the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties.

- 2.9.3. Security Shut-Downs. AIT may choose, at its sole discretion, but when possible in consultation with the Client, to interrupt or shut down service of the Client IT System due to circumstances reasonably believed by AIT to be a significant threat to the normal operation of the Client IT System, the AIT facility, or access to or integrity of Client data, in each case that are outside AIT's control. In the event of such an interruption or shutdown, AIT will return Client IT System to normal operation as soon as reasonably possible. AIT will use security measures at least equal to prevailing industry standards and as agreed upon and paid for by the Client, including, without limitation, firewall protection and backup copies of data.
- 2.9.4. Hardware Replacement. AIT will not be liable for any delays in response or resolution of any error in the Client IT System that affects the Primary Functionality or Secondary Functionality due to the failure of a hardware manufacturer to provide hardware replacement parts or services. AIT will make a reasonable effort to provide a Work Around. If the hardware vendor is not able to fulfill its obligations in a timely manner and where that failure extends the response and resolution times, AIT and Client may agree to an alternate solution to resolve the hardware failure subject to additional charge in accordance with the terms for "As Requested" services in the MSA. In the event that the Client does not maintain current warranties and service contracts on any hardware covered by this Statement of Work, AIT shall not be obligated to provide support for the affected hardware.
- 2.9.5. Software Errors, Failures, and Malfunctions. In the event that an error occurs with the Client software, AIT will not be liable for any delays in response or resolution as the result of a failure by the software vendor to provide a fix, update, correction, patch, information, Work Around or other resolution to the software error. AIT will make a reasonable effort to work with the software vendor to investigate the problem and only for software supported by AIT. Any additional support for custom software or unsupported software, regardless of the critical nature of the software to the Primary Functionality and Secondary Functionality, may be provided subject to additional charge in accordance with the terms for "As Requested" services in the MSA. In the event that the Client does not maintain current warranties and service contracts on any software covered by this Statement of Work, AIT shall not be obligated to provide support for the affected software.

2.10. Priority Levels; Response and Resolution.

Upon notification of an issue, AIT shall categorize all issues according to the priority levels set forth in this Section 2.10. For each reported issue, AIT shall respond according to the response and resolution times set forth in this Section 2.10.

- 2.10.1. Critical Errors (Emergency). AIT shall work diligently to identify the problem and will provide an estimated correction time for a Critical Error within 2 hours of notification. AIT will make reasonable accommodation to communicate the problem to Client and will begin implementation of a fix or a Work Around as soon as reasonably possible. Any Unscheduled Downtime shall be categorized as a Critical Error.
- 2.10.2. High Errors (Quick). AIT shall work diligently to identify the problem and will provide an estimated correction time for a High Error within 4 hours of notification. AIT will make reasonable accommodation to communicate the problem to Client and AIT will begin implementation of a fix or a Work Around as soon as reasonably possible. Any Unscheduled Downtime shall be categorized as a Critical Error.
- 2.10.3. Medium Errors (Normal). AIT shall work diligently to identify the problem and will provide an estimated correction time for a Medium Error within one (1) business day of notification. AIT will make reasonable accommodation to communicate the problem to Client and AIT will begin implementation of a fix or a Work Around as soon as reasonably possible. Any Unscheduled Downtime shall be categorized as a Critical Error.
- 2.10.4. Low Errors (Scheduled Maintenance). AIT shall work diligently to identify the problem and will provide an estimated correction time for a Low Error within three (3) business days of notification. AIT will make reasonable accommodation to communicate the problem to Client and AIT will begin implementation of a fix or a Work Around in the next Scheduled Downtime of the Client IT System.

3. Relationship Management

Our mutual success is driven by our ability to effectively work with each Client in a manner more akin to a partnership rather than a traditional vendor. To this end, we recommend that the Client appoint an executive level sponsor and operational contact to support the initial implementation and ongoing management of the relationship between AIT and the Client. Client may appoint a single individual to act as both the sponsor and operational contact if the two roles cannot be filled by different individuals within Client's organization.

3.1. Client Executive Sponsor

The following is the name and contact information of the Client appointed Executive Sponsor:

Name:	
Office:	
Mobile	
Email:	
Address:	

3.2. Client Operational Contact(s)

The following is the name and contact information of the Client appointed operational contact(s):

Name:	
Office:	
Mobile	
Email:	
Address:	

3.3. Client Billing Contact(s)

The following is the name and contact information of the Client appointed billing contact(s):

Name:	
Office:	
Mobile	
Email:	
Address:	

4. Assumptions

Client acknowledges that the success of AIT may be affected by certain actions by Client. AIT is entering into this SOW based on the following assumptions:

- 4.1.** Client will communicate to their staff the managed services relationship with AIT utilizing communications templates provided by AIT. Client will direct all employees to utilize AIT provided support systems, including the Client support portal, AIT help desk telephone number, and remote assistance tools used in our support processes.
- 4.2.** Client will provide AIT personnel administrative access to devices and systems on the network during initial discovery and documentation phases.

- 4.3. Client will provide AIT with a means of remote access to the corporate network and/or systems during the course of the project to enable AIT to provide remote support. In the event that Client does not have the ability to enable remote support, Client approves AIT making any required network changes to facilitate remote access to the corporate network.
- 4.4. Client will ensure that AIT personnel will have access to parking, office space, and telephone when at Client facilities.
- 4.5. Client will not make changes to the network or attached systems without approval of AIT personnel assigned to the Client account.
- 4.6. Client will ensure that Client resources are available during the course of the agreement for periodic status meetings as scheduled by AIT account manager. AIT may at times require access to additional Client personnel during the course of the managed services agreement. Access to these resources will be coordinated by the assigned Client operational contact.
- 4.7. Client understands that AIT will make best efforts and recommendations in regards to data protection technologies but cannot affect the manufacturers product from a warranty perspective or guarantee that it will be free of bugs or defects; the recoverability of data in the event of failure is subject to integrity of the media, success of backup procedures, and other factors outside the control of AIT; AIT makes no warranty that Client will be able to restore data as a result of AIT recommendations.
- 4.8. Client will make available all existing documentation relating to the systems, network, and/or applications currently deployed on the Client network that may be affected during the course of the services agreement.
- 4.9. Client and AIT will work collectively to ensure that long term network support goals established in the discovery process are put in place on a schedule that meets both Client and AIT expectations.
- 4.10. Client will keep all Devices and software under manufacturer support, and/or software maintenance and support, during the term of this agreement to ensure that AIT personnel have access to required hardware components and/or application/operating system releases to resolve alerts.

5. Terms

5.1. Term

The initial term of this SOW is twenty-four months. Services will commence on the go-live date established and mutually agreed upon during the Onboarding Process.

5.2. Renewal

This SOW will automatically renew for an additional twelve months if not cancelled by Client or AIT. The term of this Agreement and Client's rights to use the services contained herein, shall continue unless Client notifies AIT in writing, giving at least 60 days' notice to terminate the service. AIT may terminate the service after notifying Client in writing at least 60 days prior to termination.

6. Payment and Fees

- 6.1. Services are billed in advance automatically. AIT shall invoice Client for services by the 20th day of each month or the subsequent business day at AIT's rates set forth below the subsequent month. Charges shall either be debited directly from Client's bank via automated clearing house (ACH) transfer or charged to a credit card (VISA or MasterCard), as indicated below.

Recurring Payments: ACH Transfer (automatic monthly debit)
(3% Discount Applies) _____ (Client initial)

Credit Card (automatic monthly credit) _____ (Client initial)

- 6.2. ACH payments that are returned for non-sufficient funds and declined credit card charges will subject to a \$35.00 service fee per attempt.
- 6.3. Services provided between the go-live date and the 20th day of the subsequent month shall be prorated for the actual number of days the service is used based upon the number of days in the month that the service

starts. The setup fee and any prorated amount shall be debited or charged, per 6.1 above, along with the first month recurring charges.

- 6.4.** The table below lists the monthly recurring charges (MRC) and other costs associated with the services called for in this SOW. Billed quantities will be reviewed on an ongoing basis and adjusted monthly and applied to the next recurring invoice. Client must inform AIT of any services to be removed from the agreement by the 15th day of each month or the subsequent business day in order to adjust quantities.

Fees Debited via ACH

Description	Qty	MRC	Amount
PCs	57	\$ 85.00	\$ 4,845.00
Servers	5	\$ 179.00	\$ 895.00
Sub-total			\$ 5,740.00
Pre-Paid Travel for QTR Visit			\$ 1,400.00
Monthly Recurring Charge Debited via ACH			\$ 7,140.00
One-Time Setup Fee			\$ -

OR

Fees Charged to Credit Card

Description	Qty	MRC	Amount
PCs	57	\$ 87.50	\$ 4,987.50
Servers	5	\$ 184.50	\$ 922.50
Sub-total			\$ 5,910.00
Monthly Base Charge			\$ 1,443.50
Monthly Recurring Charge via Credit Card			\$ 7,353.50
One-Time Setup Fee			\$ -

7. Authorization

- 7.1.** The representative executing this SOW on behalf of their respective companies represents that he/she is duly authorized to enter into this Agreement on its behalf, and each promises to indemnify and hold the other harmless from any and all costs and damages, including attorney's fees, incurred by reason of a lack of such authority.

- 7.2.** By the signatures of their duly authorized representatives below, Client and AIT accept and approve this SOW.

City of Cordova

Arctic Information Technology, Inc.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

**CITY COUNCIL REGULAR MEETING
DECEMBER 04, 2013 @ 7:30 PM
LIBRARY MEETING ROOM
MINUTES**

A. CALL TO ORDER

Mayor James Kacsh called the Council Regular Meeting to order at 7:30 pm on December 04, 2013, in the Library Meeting Room.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor James Kacsh led the audience in the Pledge of Allegiance.

C. ROLL CALL

Present for roll call were *Mayor James Kacsh* and Council members *Kristin Carpenter, David Allison, Bret Bradford, EJ Cheshier, Dave Reggiani* and *James Burton*. Council member *Tim Joyce* was present via teleconference. Also present were City Manager *Randy Robertson* and City Clerk *Susan Bourgeois*.

D. APPROVAL OF REGULAR AGENDA

M/Reggiani S/Burton to approve the Regular Agenda.

Vote on motion: 7 yeas, 0 nays. Motion passes.

E. DISCLOSURES OF CONFLICTS OF INTEREST - none

F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Guest Speaker - none

2. Audience comments regarding agenda items

Gabriel Scott of 612 Fourth Street and representing Cascadia Wildlands spoke in support of Council passing Resolution 12-34-64. He also appreciated that Council had placed it on tonight's agenda.

3. Chairpersons and Representatives of Boards and Commissions

Harbor Commission – Burton said they had met a little while back and the commission voted for the rate increases of 21%. They also looked at an RFP for G float.

HSB – Allison said there is nothing new since last report.

Parks and Rec – Carpenter said they haven't had another meeting since last Council but she and some commissioners attended last night's comprehensive plan training session – it was very informative.

Planning and Zoning – Reggiani said that last night he and the planning commission were also at the comprehensive plan training, put on by the Planning Department. He said they will be ready to jump into the comp plan next year.

School Board – Bradford said they meet next week.

4. Student Council Representative's report: *Sarah Hoepfner* said the Student Council is having a carnival on Saturday December 14 from 11am – 1pm at Mt. Eccles. "Deck the Halls" competition is underway for each of the classes to decorate their hallways for Christmas – the winning class to get an ice cream party. The judging for that is December 13. Next week there will be a spirit week for the wrestlers as they will be going to districts and then the State tournament. There is a penny drive for the typhoon victims in the Philippines and that is also a competition between the classes and that will go up until Christmas break. Latest news is that the committee has recommended to the School Board that we move to 2A and the School Board will vote on that and then it will go to ASAA.

G. APPROVAL OF CONSENT CALENDAR

Mayor James Kacsh informed Council that the consent calendar was before them.

Reggiani called out item 5. It was placed after item 14 on the agenda.

~~5. Ordinance 1113 an ordinance of the City Council of the City of Cordova, Alaska, authorizing a lease for a portion of Lot 2, Block 7A, Tidewater Development Park, Plat 93-2, specifically a building known as the Prince William Sound Science Center and the south west 50 feet of the dock to the Prince William Sound~~

~~Science and Technology Institute, an Alaska nonprofit corporation, doing business as Prince William Sound Science Center for the operation of the Prince William Sound Science Center—1st reading~~

6. Resolution 12-13-65 a resolution of the City Council of the City of Cordova, Alaska, authorizing the renewal of the line of credit with UBS Bank USA in a principal amount of not to exceed \$2,793,918.60 for the purpose of borrowing in anticipation of the receipt of revenues of the city to finance part of the cost of the Cordova Center project, and providing for related matters.

7. Record excused absences of Mayor Kacsh and Council members Cheshier and Burton from the November 20, 2013 regular meeting.

Vote on Consent Calendar: 7 yeas, 0 nays. Carpenter-yes; Bradford-yes; Joyce-yes; Cheshier-yes; Burton-yes; Reggiani-yes and Allison-yes. Consent Calendar was approved.

H. APPROVAL OF MINUTES

M/Cheshier S/Reggiani to approve the Minutes.

8. Regular Meeting Minutes 11-06-13

Vote on motion: 7 yeas, 0 nays. Motion passes.

I. CONSIDERATION OF BIDS - none

J. REPORTS OF OFFICERS

9. Mayor's Report – *Mayor Kacsh* had attended the Alaska Conference of Mayors and the Alaska Municipal League Conference in Anchorage. Before those conferences began he also met with Anchorage *Mayor Dan Sullivan* and his Chief of Staff to discuss how important the rural communities in Alaska are to Anchorage's economy. They discussed broken ferries as well as ADF&G issues and other things we have in common. Further meetings were had with Anchorage legislators; both from the House and Senate – more discussion regarding the importance of the rural communities to Anchorage's economy.

10. Manager's Report – *Robertson* said that Friday afternoon the City would be conducting an exercise where we will close City Hall and re-deploy to the Forest Service, testing our capabilities up there for emergency preparedness. *Robertson* also reminded all of the Christmas tree lighting at the chamber and the bazaar to follow. *Joel Azure* of NVE has said they are getting a police cruiser for the City. *Senator Stevens* will be coming to Cordova on January 8 - 9. Mt. Eccles playground is moving along – we have our own project manager up there now, should be done by December 31.

a. *Paul Trumblee*, City Fire Marshal – Report on Ambulance Fund – *Trumblee* had been tasked with researching the ambulance billing and whether that revenue stream was intended to go into a specific account to fund vehicle replacement (i.e. new ambulances). This had come up during capital items discussion at a recent budget work session because a Council member had asked whether or not the AED's that were requested could be funded from the same "vehicle replacement" fund – because these were items that would be placed on the ambulance. *Trumblee* said there is a resolution speaking to what that fund is for, but Code does not say so as specifically. In discussions, Council thought code should say that if that is how we are doing it in practice. *Trumblee* said he would work on a code change and bring it forward. *Fire Chief Mike Hicks* was present and he requested that the ambulance billing be put in the ambulance replacement fund and that fund be tapped only for the purchase of new ambulances. He said most ambulances will come with all that equipment and these small equipment purchases being asked for now would be better to be capital items that the Council funds from elsewhere.

11. City Clerk's Report – *Bourgeois* had no report.

K. CORRESPONDENCE - none

L. ORDINANCES AND RESOLUTIONS

12. Resolution 12-13-63 a resolution of the City Council of the City of Cordova, Alaska, designating capital improvement projects

M/Carpenter S/Burton to approve Resolution 12-13-63 a resolution of the City Council of the City of Cordova, Alaska, designating capital improvement projects.

Mayor Kacsh mentioned that this was Council putting a more timely date on this resolution as session will be starting in January.

Vote on motion: 7 yeas, 0 nays. Motion passes.

13. Resolution 12-13-64 a resolution of the City Council of the City of Cordova, Alaska, requesting a public hearing and extension of the comment period, regarding Cordova oil spill response facility project **M/Bradford S/Carpenter** to approve Resolution 12-13-64 a resolution of the City Council of the City of Cordova, Alaska, requesting a public hearing and extension of the comment period, regarding Cordova oil spill response facility project.

Joyce said he will oppose this because it has been on the table for a number of years. **Bradford** said he will support it – a project of such magnitude deserves a longer comment period. **Allison** said he is ok with the public hearing but is somewhat tired of hearing people continually making comments requesting more time to make comments. **Reggiani** wondered if it the intent of the maker of the motion, or of the person(s) who got this put on the agenda that the City will be weighing in on this, hence the ask to extend the period. **Bradford** said it is simply the City asking for an extension of the comment period; because of such a request of us from some of the citizens we represent. **Carpenter** said she will support this because it is money from the Exxon Valdez settlement being used and it is meant to benefit the entire community and a request for a public hearing here is not an outrageous request. **Reggiani** wanted to hear from Council members as to whether they do want to comment or not because he thinks it's disingenuous to ask the army corps for an extension if we do not intend to use that extension. **Bradford** said it has nothing to do with that it is simply placing it on the agenda because our constituents asked us to.

Vote on motion: 2 yeas (Carpenter, Bradford), 5 nays (Reggiani, Cheshier, Allison, Joyce, Burton).

Motion fails.

14. Resolution 12-13-66 a resolution of the City Council of the City of Cordova, Alaska, appropriating \$10,811.85 from the general fund reserve to Sheridan Alpine Association to reimburse Sheridan Alpine Association for the cost of general liability insurance purchased on March 18, 2013

M/Reggiani S/Bradford to approve Resolution 12-13-66 a resolution of the City Council of the City of Cordova, Alaska, appropriating \$10,811.85 from the general fund reserve to Sheridan Alpine Association to reimburse Sheridan Alpine Association for the cost of general liability insurance purchased on March 18, 2013.

Reggiani said this had been discussed at a budget work session and it was something we have always paid for, just a formality as things were done differently this year and the ski hill paid it themselves.

Vote on motion: 7 yeas, 0 nays. Joyce-yes; Allison-yes; Burton-yes; Cheshier-yes; Reggiani-yes; Bradford-yes and Carpenter-yes. Motion passes.

14a. Ordinance 1113 an ordinance of the City Council of the City of Cordova, Alaska, authorizing a lease for a portion of Lot 2, Block 7A, Tidewater Development Park, Plat 93-2, specifically a building known as the Prince William Sound Science Center and the south west 50 feet of the dock to the Prince William Sound Science and Technology Institute, an Alaska nonprofit corporation, doing business as Prince William Sound Science Center for the operation of the Prince William Sound Science Center – 1st reading **M/Reggiani S/Allison** to adopt Ordinance 1113 an ordinance of the City Council of the City of Cordova, Alaska, authorizing a lease for a portion of Lot 2, Block 7A, Tidewater Development Park, Plat 93-2, specifically a building known as the Prince William Sound Science Center and the south west 50 feet of the dock to the Prince William Sound Science and Technology Institute, an Alaska nonprofit corporation, doing business as Prince William Sound Science Center for the operation of the Prince William Sound Science Center.

Reggiani said he pulled this from the consent calendar because he believes the City Manager has new information. **Robertson** said yes, he does. He provided a draft contract (which had been vetted through the City Attorney) to the Director of the PWSSC about three or four weeks ago. There is one issue that is a

sticking point. City Planner *Greenwood* handed out copies of the marked up draft, with the PWSSC's suggested edits. *Robertson* wondered if Council wanted to go into an executive session about this and give him some direction regarding negotiating the lease terms. *Reggiani* said he agreed.

M/Reggiani S/Bradford to postpone until after item 19.

Vote on motion: 7 yeas, 0 nays. Motion passes.

M. UNFINISHED BUSINESS

15. Discussion of 2014 budget

Mayor Kacsh suggested that a line item be created that shows the transfer to the general fund reserve so that it is understood what happened to the surplus that is shown at the bottom of the budget. *Reggiani* agreed he would like the intent to be clear. *Mayor Kacsh* also asked about the PWSCC \$10K. It was removed during a discussion at the last budget work session and then it was inadvertently left in at the \$10K level. *Reggiani* said the investment into the general fund has been whittled down after the hospital EHR request and some other capital items and it is at approximately \$760K which he thinks is somewhat light. *Stavig* answered a question about the snowpocalypse reimbursement which we are still anxiously awaiting from the state department of homeland security. That is in the \$300K range and he inquires daily about it but it is in the process of being audited before we see the money. *Robertson* reiterated that the \$10K for the college was inadvertently left in and he said that *Dr. Ng*, the PWSCC President was here tonight to address Council. He also said that another change that was made was that he wanted to reorganize the Public Works Director position and go after a PE (professional engineer) for that job which it seems a lot of communities are changing to (an extra \$30K has been added in). *Robertson* also put a little more (\$3,000) in for the cemetery maintenance because he went there on Veteran's Day and knows we need to do a heck of a lot better than that. There is an extra \$2,000 for the avalanche mitigation contract that we split with the state too. There is \$35K in for a new police vehicle (replacing an old one). *Robertson* said this police cruiser is almost certainly being purchased with grant money for us by NVE. *Azure* said it is very definite and he just doesn't have a time frame for it yet. *Robertson* said if it somehow doesn't happen, we will come back to Council, but for now why don't we just take it out. *Reggiani* said, with some quick math that drops the contribution to the general fund reserve down to about \$725K which is as low as he would want to go with that. *Reggiani* asked about process; he said, when we pass the budget are we also appropriating the money. *Stavig* said yes, those things get done within the one resolution that passes the budget. *Reggiani* went on to say that there are 2 big projects that he would be in favor of passing in the budget but not yet appropriating the money for them. That would be the LT2 compliance project and the Baler project. *Mayor Kacsh* asked *Robertson* his opinion on that. *Robertson* said absolutely on the LT2 project because we have already made some big changes to that recently and we are not even close to being ready to spend money on that one yet. On the Baler, I don't know what else I can show you to make you have confidence in what we are doing there. I think there is a dire sense of emergency and we should be starting that process as quickly as we can. *Josh Hallquist* is just about ready to release and begin the drainage part of the project.

After lengthy Council discussion and a presentation from *President Ng* of PWSCC, *Mayor Kacsh* went around the table and asked Council how they each felt about keeping the money on for the college (i.e. the \$10K). *Burton*, *Carpenter*, *Bradford*, *Allison* were all for keeping it in. *Reggiani* said he was not in favor of the \$10K to the college. *Joyce* said he was ok with giving the \$10K to the college. *Mayor Kacsh* said that seems to be the majority of Council.

N. NEW & MISCELLANEOUS BUSINESS

16. Discussion on potential bonding

Mayor Kacsh said that he's not sure of the timing of the bonding if we put it on the March 2014 election, it might interfere with our ask in Juneau for Cordova Center funding. *Bradford* agreed with bonding but he doesn't think it's a good idea to do it in March. *Mayor Kacsh* said that we didn't necessarily have to wait an entire year but we could put it off a few months and have a special election. *Reggiani* agreed that

getting this ready for the March election would be too rushed for staff and a special election in say November might be smarter. **Carpenter** said that also with a new Public Works Director that will be coming on, perhaps a bond for street repairs should wait for that as well. **Mayor Kacsh** reminded Council that we have nothing in the 2014 budget at this point for street repair and if we are waiting until the fall to bond for streets, then we will get nothing done during the 2014 summer construction season. **Mayor Kacsh** said we could come back with a budget amendment in the spring, he wondered if staff had a priority list. **Robertson** said he does have a list – he said it depends on which way they go, regarding chip & seal or actual paving. He said he would come back to them in about February at the latest in order to ensure the lead time necessary to order the materials. He said if they don't put an amount in as a placeholder now, they will have to revisit this in the not too distant future. **Reggiani** said this is what made him come to the realization that they cannot afford to take care of roads a little bit each year. Instead the bonding idea came up where we can enjoy the amortization and get a lot of the infrastructure fixed at once. **Carpenter** asked about the snowpocalypse money we were anticipating. She wondered if we could earmark some of that for street money.

17. Pending Agenda and Calendar

Bourgeois said that there will be a regular meeting on December 18, where the budget and the fee resolution will be before Council. The next Regular meeting after that will be January 2 due to the holiday on January 1.

O. AUDIENCE PARTICIPATION

Theresa Keel, superintendent of schools thanked Council for keeping the \$10K in the budget for the PWSCC.

Susan Harding said that Cordova High School has had 4 students graduate from High School with an AA degree; she said we are the only community that has had that occur.

P. COUNCIL COMMENTS

18. Council Comments – there were no council comments

Q. EXECUTIVE SESSION

19. ~~Cordova Center Finances Ordinance 1113~~

M/Bradford S/Burton to enter into an executive session to discuss a matter the immediate knowledge of which would clearly have an adverse effect on the finances of the government, specifically the lease with the PWSSC.

Vote on motion: 7 yeas, 0 nays. Motion passes.

With no objection, **Mayor Kacsh** said the meeting would be recessed for 5 minutes at 9:37 pm.

Council entered executive session at 9:42 pm and regular session was reconvened at 10:02 pm.

M/Allison S/Reggiani to refer Ordinance 1113 to staff.

Vote on motion: 7 yeas, 0 nays. Motion passes.

R. ADJOURNMENT

M/Allison S/Burton to adjourn the regular meeting at 10:03 pm

Hearing no objection, the meeting was adjourned.

Approved: December 18, 2013

Attest: _____
Susan Bourgeois, City Clerk

**CITY COUNCIL PUBLIC HEARING
DECEMBER 18, 2013 @ 7:15 PM
LIBRARY MEETING ROOM
MINUTES**

A. CALL TO ORDER

Mayor James Kacsh called the Council public hearing to order at 7:15 pm on December 6, 2013, in the Library Meeting Room.

B. ROLL CALL

Present for roll call were *Mayor James Kacsh* and Council members *Kristin Carpenter, David Allison, Bret Bradford* and *Dave Reggiani*. Council Member *Tim Joyce* was present via teleconference. Council members *EJ Cheshier* and *James Burton* were absent. Also present were City Manager *Randy Robertson* and City Clerk *Susan Bourgeois*.

C. PUBLIC HEARING

1. Resolution 12-13-67

A resolution of the City Council of the City of Cordova, Alaska adopting service fees, rates and charges for the 2014 calendar budget

2. Resolution 12-13-70

A resolution of the City Council of the City of Cordova, Alaska, adopting an operating budget for fiscal year 2014 and appropriating the amount of \$15,728,915, as summarized pursuant to the following table

Mayor Kacsh opened the meeting up for public comment – there was no public comment

M/Allison S/Reggiani to recess until 7:25 pm.

Hearing no objection, the Public Hearing was recessed at 7:16 pm.

The public hearing was recessed from 7:16 pm until 7:25 pm.

Mayor Kacsh asked again if there was any public comment and there was not.

D. ADJOURNMENT

M/Allison S/Reggiani to adjourn the Public Hearing

Hearing no objection, the Public Hearing was adjourned at 7:26 pm.

Approved: January 2, 2014

Attest: _____
Susan Bourgeois, CMC, City Clerk

Attn: Susan Bourgeois
City of Cordova and Council Members

December 20, 2013

P.O. Box 1210
Cordova, Alaska 99574

RECEIVED

DEC 19 2013

City of Cordova

RE: New Fill across from Spike Island.

While traveling to and from my home in Deep Bay I had been admiring the New Fill that was being built beside the old Coast Guard dock just across from Spike Island and thought it was being built for the benefit of the harbor. After it was completed I heard that it was the (PWSSC) Prince William Sound Science Center, a non-profit organization that wanted the New Fill to build a new building of their own. This troubled me.

So I began to try to find out what the proposed use would be for the New Fill. I contacted the PWSSC by phone to enquire, also checked their web site, and contacted the City of Cordova as well as other individuals. I received a lot of information and some conflicting statements. Yes the PWSSC said they wanted the New Fill and had requested to be able to buy it from the city and already had an eight year lease on the old PWSSC building. Yes the City knew of the PWSSC's wishes and also was aware there had been a proposed contract for an optional eight year lease for the existing PWSSC building but nothing had been signed to date. Others told me the PWSSC did not have the money to purchase the property or build. As for funding, I did read on the PWSSC web site that they had been awarded \$21,152 for laboratory renovation and safety equipment but saw nowhere that they had the funds to purchase land or build a new building. At this time it looks like there is nothing concrete and as a harbor user I would like to see the New Harbor Fill used for a Harbor use not a non-profit organization. Therefore as a paying year-round harbor user I would like to offer the following recommendations and my reasoning behind my recommendations.

- 1) Relocate the Harbormaster to the New Fill area so it is in a central location within the Port of Cordova and more able to monitor the whole harbor as well as the outside docks, cranes and vessel traffic coming in and out. In the past I know the Harbormaster has received many requests from USCG, Law enforcement as well as individuals to locate a vessel thought to be in the Cordova area, by relocating the Harbormaster to this New Fill area it would most likely save the Harbormaster and crew lots of man hours searching out a vessel because of the central location and better visibility.

- 2) If the Harbormaster relocates to the New Fill the City could either build a new two story building like Whittier and Valdez have or build an eight foot brick foundation which could be used for a covered storage area and set the old Harbormaster building on top of the new foundation giving the Harbormaster and crew a good vantage point over not only the harbor area but also giving them a visual of the outer docks, cranes, seafood processors, Coast Guard dock, ferry and fuel dock. This would also add to the safety and security of those using the Cordova Harbor, docks and cranes.
- 3) If the Harbormaster is relocated to the New Fill, one of the existing harbor floats or a new float could be stationed flush to the New Fill with a short ramp so transient vessels could check in and out of the harbor making registration easier while cutting down on man hours.
- 4) If the Harbormaster is relocated it would also aid in the problem with wake control which has been an ongoing problem in the outer harbor which at this time is almost impossible to view from the existing Harbormaster building.
- 5) If the Harbormaster relocated and had a dock flush with the New Fill it might be possible to install a much needed septic and bilge pump station which would hopefully create a cleaner harbor.
- 6) If the Harbormaster is relocated to the New Fill in a two story building the New Fill area has adequate area to handle employee parking, used oil burning, as well as everything else needed from the in the old harbormaster area and could be easily fenced for security.
- 7) If the Harbormaster is relocated the old Harbormaster site could be opened up to give more parking area or as a revenue parcel for the City.
- 8) A relocation of the Harbormaster may be required in the near future due to the required TWIC Program. Right now only the Harbor employees need a TWIC card but under the Homeland Security Plan there has been talk about the possibility of any vessel personnel entering a harbor within the United States to have and show a TWIC card before entering. I already have to have a TWIC for my job. Wouldn't it be better to be prepared in advance?

My conclusion would be that the New Fill is actually the ideal location for a much needed new Harbormaster office. Thank you for your time and consideration while viewing my

recommendations, if you wish to contact me regarding my letter please email me at alaskanortherngirl@gmail.com or you can reach me at the address below.

Signed,

DENNY KAY WEATHERS



DENNY KAY WEATHERS

c/o P.O. Box 1791

Cordova, Alaska

Cc:

Mayor, Jim Kacsh,

City Manager, Randy Robertson,

Council Members;

David Allison,

James Burton,

Bret Bradford,

E.J. Cheshier,

Timothy Joyce,

David Reggiani, and

Kristen Smith Carpeter,

City Planner, Sam Greenwood,

City Clerk, Susan Bourgeois,

Harbormaster, Tony Schinella,

Harbor Commission Members:

Mike Adams,

Greg LoForte,

Max Wiese, and

Ken Jones

Note: Susan as City Clerk could
you please put this in the agenda
as Public Comments or letter.

Thank you



A MEMO FROM SUSAN BOURGEOIS, CMC, CITY CLERK

DATE: December 26, 2013

TO: Mayor and City Council

SUBJECT: Harbor, Planning & Zoning and Parks & Recreation Commission
Appointments

There are **two** vacant seats on the Harbor Commission, **one** vacant seat on the Planning & Zoning Commission and **three** vacant seats on the Parks and Recreation Commission. The Clerk's Office has been advertising these vacancies for 2 – 3 weeks or longer and has asked for letters to be submitted with no deadline in hopes of making appointments at any of the upcoming Council meetings. At the time of printing of this packet two letters have been received from **Max Wiese** and **Jacob Betts** expressing interest in appointments to the Harbor Commission and one letter of interest has been received from **Allen Roemhildt** expressing interest in appointment to the Planning and Zoning Commission. If there are other letters received by the Clerk up until the date of the meeting, I will bring them with me to the meeting for further consideration.

RECOMMENDED ACTION: **Mayor Kacsh** will consider the letters received up to and including letters received on January 2, 2014 and ask Council to concur with his appointments.

RECOMMENDED MOTION: Move to approve Mayor Kacsh's appointment(s):

to the Harbor Commission of the following:

[REDACTED] to a seat to expire January 2017

[REDACTED] to a seat to expire January 2017

to the Planning & Zoning Commission of the following:

[REDACTED] to a seat to expire November 2016

to the Parks and Recreation Commission of the following:

[REDACTED] to the seat to expire November 2014

[REDACTED] to the seat to expire November 2015

[REDACTED] to a seat to expire November 2016

REQUIRED ACTION: Majority voice vote.

December 5, 2013

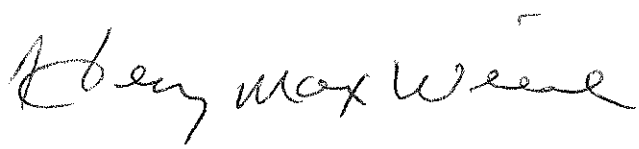
RECEIVED
DEC 05 2013
City of Cordova

City of Cordova
P.O. Box 1210
Cordova, Alaska 99574

City Of Cordova

I would like to volunteer to be on the Harbor Commission. I am a life long resident and I feel that the commission is important to the people of Cordova.

Thank You



Henry Max Wiese

RECEIVED
DEC 05 2013
City of Cordova

26 December 2013

Mr. Kacsh,

I would like to express my interest in joining the Harbor Commission for the City of Cordova. I am a 10 year resident of Alaska and have recently relocated to Cordova this spring, having lived here previously from 2006 to 2009. Thank you for your consideration.

v/r

A handwritten signature in black ink, appearing to read 'Jacob A. Betts', with a long horizontal line extending to the right.

Jacob A. Betts

PO Box 1243

Cordova, AK 99574

907-429-5329

jacobabetts@gmail.com

Official Letter of Intent
Allen D. Roemhildt
P.O. Box 2151
Cordova, AK 99574
adroemhildt@gmail.com
907-253-7667

To Whom it may concern,

My name is Allen Roemhildt and I am submitting this letter for consideration to fill an open seat in the Planning and Zoning commission. I am 29 years old and I was raised in Cordova, now I have a young family that I plan on raising here as well. I care about the health of our city and would like to see that Cordova thrives and grows with the full potential of its economic ability. To me, being on this board is a great way to give back to the community as well as contribute my time in city government with a proactive insight that I think everyone could benefit from.

Sincerely,

Allen D. Roemhildt



12/26/2013

Pending agenda:

Capital Priorities List Meeting - **March 2014; June 2014; September 2014; December 2014**

HSB Quarterly regular meetings **Apr 2, 2014; July 2, 2014; Oct 1, 2014; Jan 7, 2015**

Agenda item regarding budgeting for road maintenance **February 19, 2014** or sooner

HSB Special Meeting **February 19, 2014**

Committees:

Cordova Center Committee: Tim Joyce, Sylvia Lange, Randy Robertson, Kristin Carpenter, Native Village of Eyak Representative, Chamber of Commerce Representative, Business Community Representative, PWSSC Representative, Stage of the Tides Representative.

Fisheries Advisory Committee: David Reggiani, PWSAC; Ken Roemhildt, Seafood Sales; Jim Holley, AML; Torie Baker, Marine Advisory Program Coordinator; John Bocci; and Jeremy Botz, ADF&G

Cordova Trails Committee: Elizabeth Senear, VACANCY, Jim Kallander, Toni Godes, and David Zastrow

Public Services Building Design Committee: David Reggiani - Chairman, Chief George Wintle, vacancy, Jim Kacsh, Dick Groff, Mike Hicks, Tom Bailer

E-911 Committee: Chief George Wintle – Chairman, Bret Bradford, Gray Graham, Dick Groff, Mike Hicks (and/or Paul Trumblee), David Allison, George Covell

Calendars:

3 months of calendars are attached hereto
Jan 2014; Feb 2014; Mar 2014

January 2014

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
Location Legend CH-City Hall Confer- ence Room LMR-Library Mtg Rm HSL-High School Li- brary			1 New Year's City Hall Offices Closed 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	2 7:30 reg mtg LMR	3	4
5	6	7 6:30 P&Z LMR	8 7:00 Sch Bd HSL 7:00 Hrbr Cms CH	9	10	11
12	13	14	15 7:00 HSB LMR 7:30 reg mtg LMR	16	17	18
19	20 Martin Luther King Jr.—City Hall Offices Closed	21	22	23	24	25
26	27	28	29	30	31	Location Legend CH-City Hall Confer- ence Room LMR-Library Mtg Rm HSL-High School Li- brary

February 2014

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
Location Legend CH-City Hall Confer- ence Room LMR-Library Mtg Rm HSL-High School Li- brary						<i>1</i>
<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i> 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	<i>6</i>	<i>7</i>	<i>8</i>
<i>9</i>	<i>10</i>	<i>11</i> 6:30 P&Z LMR	<i>12</i> 7:00 Sch Bd HSL 7:00 Hrbr Cms CH	<i>13</i>	<i>14</i>	<i>15</i>
<i>16</i>	<i>17</i> Presidents' Day City Hall Offices Closed	<i>18</i> Absentee voting at City Hall	<i>19</i> HSB spec time tba 7:15 pub hrg LMR 7:30 reg mtg LMR _____	<i>20</i> Absentee voting at City Hall	<i>21</i> _____	<i>22</i>
<i>23</i>	<i>24</i> Absentee voting at City Hall	<i>25</i> _____	<i>26</i> Absentee voting at City Hall	<i>27</i> _____	<i>28</i> Absentee voting at City Hall	Location Legend CH-City Hall Confer- ence Room LMR-Library Mtg Rm HSL-High School Li- brary

March 2014

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
Location Legend CH-City Hall Confer- ence Room LMR-Library Mtg Rm						1
2	3 Absentee voting at City Hall	4 Cordova Regular Election Polls open 7am—8pm LMR	5 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	6	7	8
9	10	11 6:30 P&Z LMR	12 7:00 Sch Bd HSL 7:00 Hrbr Cms CH	13	14	15
16	17	18	19 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	20	21	22
23	24 Seward's Day City Hall Offices Closed	25	26	27	28	29
30	31					Location Legend HSL-High School Li- brary