

Mayor  
James Kallander

Council Members  
Tim Joyce  
James Kacsh  
David Allison  
Bret Bradford  
EJ Cheshier  
David Reggiani  
Robert Beedle

Interim City Manager  
Donald Moore

City Clerk  
Susan Bourgeois

Deputy Clerk  
Tina Hammer

Student Council

**REGULAR COUNCIL MEETING  
JANUARY 16, 2013 @ 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 Kallander, Council members Tim Joyce, James Kacsh, David Allison, Bret Bradford, EJ Cheshier, David Reggiani and Robert Beedle

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

**E. DISCLOSURES OF CONFLICTS OF INTEREST**

**F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS**

1. Guest Speakers – None
2. Audience comments regarding agenda items..... **(3 minutes per speaker)**
3. Chairpersons and Representatives of Boards and Commissions  
(Harbor, HSB, Parks & Rec, P&Z, School Board)
4. Superintendent’s Report
5. Student Council Representative’s Report

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

6. Waive right to protest renewal of liquor license for ..... **(page 1)**  
Loyal Order of Moose #1266 – Club License # 747
7. Resolution 01-13-01..... **(page 6)**  
A resolution of the City Council of the City of Cordova, authorizing the City Manager to enter into a 2 year lease of property legally described as Lots 3, 4 & 5, Block 8, Original Townsite with the Chamber of Commerce
8. Resolution 01-13-02..... **(page 20)**  
A resolution of the City Council of the City of Cordova, Alaska approving UBS corporate resolution

**H. APPROVAL OF MINUTES**

9. Minutes of 12-19-12 City Council Public Hearing..... **(page 25)**
10. Minutes of 12-26-12 City Council Special Meeting..... **(page 26)**

**I. CONSIDERATION OF BIDS**

11. Award bid for Back-Up Power Generator..... **(voice vote)(page 28)**

**J. REPORTS OF OFFICERS**

12. Mayor’s Report
13. Manager’s Report
14. City Clerk’s Report
15. Staff Reports - 4Q 2012 Reports
  - a. **Tony Schinella**, Harbormaster..... **(page 38)**
  - b. **Paul Trumblee**, Fire Marshal, CVFD..... **(page 39)**
  - c. **Miriam Dunbar**, Library Director..... **(page 47)**
  - d. **Moe Zamarron**, Public Works Director..... **(page 48)**
  - e. **Jon Stavig**, Finance Director..... **(page 54)**
  - f. **Bob Griffiths**, Chief of Police ..... **(page 58)**

- g. **Samantha Greenwood**, City Planner..... (page 61)
- h. **Susie Herschleb**, Park & Recreation Director..... (page 62)

**K. CORRESPONDENCE**

- 16. Varied public emails in re support for Whitshed path ..... (page 66)
- 17. Mayor letter to Senator Murkowski 12-21-12..... (page 75)
- 18. Mayor letter to Senator Begich 12-21-12..... (page 77)
- 19. Mayor letter to Representative Young 12-21-12..... (page 78)
- 20. Mayor letter to EVOSTC 12-26-12..... (page 80)

**L. ORDINANCES AND RESOLUTIONS**

**M. UNFINISHED BUSINESS**

- 21. Samson Land Swap Summary and Cost Estimate ..... (voice vote)( page 83)

**N. NEW & MISCELLANEOUS BUSINESS**

- 22. Contract Approval of Samson Electrical ..... (voice vote)( page 85)
- 23. Pending Agenda and Calendar..... (page 108)

**O. AUDIENCE PARTICIPATION**

**P. COUNCIL COMMENTS**

- 24. Council Comments

**Q. EXECUTIVE SESSION**

- 25. Cordova Center request for equitable adjustment

**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](http://www.cityofcordova.net)**

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## A MEMO FROM SUSAN BOURGEOIS, CITY CLERK

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DATE: December 27, 2012  
TO: Mayor & City Council  
SUBJECT: Liquor License Renewal

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The Clerk's office has received notification that the following local establishment has applied for renewal of its liquor license with the State Alcoholic Beverage Control Board. Police Chief Griffiths and Finance Director Jon Stavig have been advised and their suggestions to Council are attached hereto. As far as Property Tax delinquencies, the City Clerk's office has this to report: the Moose Lodge is currently delinquent in property tax payments (owes part of 2011 and all of 2012) to the City but understands the deadlines of the foreclosure process and is aware of when they must become current to avoid foreclosure proceedings against the property. A passage of the consent calendar is a vote to waive the City Council's right to protest (i.e. gives ABC board no reason to not renew the license).

License: Loyal Order of Moose #1266 – Club License # 747

**Recommended motion:** move to waive Council's right to protest the ABC Board's approval of the application for renewal of the Loyal Order of Moose #1266 Club License # 747.

**Required Action:** Majority voice vote or approval of the consent calendar.



THE STATE  
of **ALASKA**  
GOVERNOR SEAN PARNELL

Department of Commerce, Community,  
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD

5848 E. Tudor Road  
Anchorage, Alaska 99507  
Main: 907.269.0350  
Chris Lambert: 907.269.0359  
TDD: 907.465.5437  
Fax: 907.272.9412

December 21, 2012

**Renewal Application Notice**

City of Cordova  
Attn: City Clerk  
VIA EMAIL: [cityclerk@cityofcordova.net](mailto:cityclerk@cityofcordova.net)

DBA	Lic Type	Lic #	Owner	Service Location
Loyal Order of the Moose #1266	Club	747	Loyal Order of the Moose #1266	514 2nd Stret

We have received a renewal application for the above listed licenses within your jurisdiction. This is the notice as required under AS 04.11.520. Additional information concerning filing a "protest" by a local governing body under AS 04.11.480 is included in this letter.

A local governing body as defined under AS 04.21.080(11) may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the board **and** the applicant with a clear and concise written statement of reasons in support of a protest within 60 days of receipt of this notice. If a protest is filed, the board will not approve the application unless it finds that the protest is "arbitrary, capricious and unreasonable". Instead, in accordance with AS 04.11.510(b), the board will notify the applicant that the application is denied for reasons stated in the protest. The applicant is entitled to an informal conference with either the director or the board and, if not satisfied by the informal conference, is entitled to a formal hearing in accordance with AS 44.62.330-44.62-630. **IF THE APPLICANT REQUESTS A HEARING, THE LOCAL GOVERNING BODY MUST ASSIST IN OR UNDERTAKE THE DEFENSE OF ITS PROTEST.**

Under AS 04.11.420(a), the board may not issue a license or permit for premises in a municipality where a zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages, unless a variance of the regulation or ordinance has been approved. Under AS 04.11.420(b) municipalities must inform the board of zoning regulations or ordinances which prohibit the sale or consumption of alcoholic beverages. If a municipal zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages at the proposed premises and no variance of the regulation or ordinance has been approved, please notify us and provide a certified copy of the regulation or ordinance if you have not previously done so.

Protest under AS 04.11.480 and the prohibition of sale or consumption of alcoholic beverages as required by zoning regulation or ordinance under AS 04.11.420(a) are two separate and distinct subjects. Please bear that in mind in responding to this notice.

AS 04.21.010(d), if applicable, requires the municipality to provide written notice to the appropriate community council(s).

If you wish to protest the application referenced above, please do so in the prescribed manner and within the prescribed time. Please show proof of service upon the applicant. For additional information please refer to 13 AAC 104.145, Local Governing Body Protest.

**Note:** Applications applied for under AS 04.11.400(g), 13 AAC 104.335(a)(3), AS 04.11.090(e), and 13 AAC 104.660(e) must be approved by the governing body.

Sincerely,

SHIRLEY A. COTÉ  
Director

*/s/Christine C. Lambert*  
Christine C. Lambert  
Licensing & Records Supervisor  
[Christine.lambert@alaska.gov](mailto:Christine.lambert@alaska.gov)



City of Cordova  
602 Railroad Ave.  
P.O. Box 1210  
Cordova, Alaska 99574  
Phone: (907) 424-6100  
Fax: (907) 424-6000  
Email: [policechief@cityofcordova.net](mailto:policechief@cityofcordova.net)  
Web: [www.cityofcordova.net](http://www.cityofcordova.net)

# CITY OF CORDOVA

## *Office of Chief of Police*

Date: December 26, 2012  
To: Cathy Sherman, Acting City Manager  
Re: Loyal Order of the Moose #1266 Liquor License Renewal

Over the past year the Moose Lodge has had two three calls for service to the Cordova Police Department:

1. A noise complaint from a neighbor on 9/21/12
2. On 9/1/12 a report of a man who passed out on the floor and was un-responsive. The patron turned out to be highly intoxicated and the Lodge ejected him via a local cab. The patron was subsequently arrested on charges unrelated to the incident at the Moose.

No other incidents and no alcohol violations were found in a search of CPD records.

Respectfully,

Bob Griffiths, Chief

# CITY OF CORDOVA



January 2, 2013

FROM: Jon K Stavig, Finance Director  
TO: Mayor and City Council, City Manager, City Clerk  
RE: Loyal Order of Moose # 1266

I have reviewed the status of the Loyal Order of Moose #1266 regarding compliance with the Cordova City Code relating to Business License, Sales Tax and Utility Services.

From such review, I found no reason to protest the renewal of Loyal Order of Moose #1266 liquor license.

Respectfully,

Jon K. Stavig  
Finance Director  
City of Cordova

# Memorandum

To: City Council  
From: Planning  
Date: 1/10/2013  
Re: Cordova Chamber of Commerce Lease for Lots 3, 4 & 5, Block 8, Original Townsite

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## PART I. BACKGROUND

The City of Cordova has been leasing the aforementioned parcels to the Chamber of Commerce since its inception on November 1<sup>st</sup> 1999. Included in the lease documentation (Section 4&7) is an itemized agreement on the responsibilities and costs between the City of Cordova and the Chamber of Commerce where it states the following:

The CHAMBER OF COMMERCE agrees to be responsible for the following items:

- To staff the building with Chamber personnel or volunteers on the following schedule:
  - Monday through Friday, four hours per day, excluding December 13 through January 13
  - And various vacation, holiday and sick days. Weekends during major community events (such as Iceworm Festival, Shorebird Festival), hours scheduled as needed.
- All electricity costs of the building.
- All costs associated with telephones, faxes and computer lines inside the building.
- All costs associated with regular cleaning of the restrooms either by Chamber personnel, Volunteers, or outside contractors.
- All costs associated with cleaning supplies for building interior.
- Costs associated with minor maintenance items (painting, minor repairs, etc. unrelated to the furnace) not to exceed \$500.00 per year on a calendar year basis.
- Snow shoveling, as needed, of the access ramp leading to the building

The CITY OF CORDOVA agrees to be responsible for the following items:

- All heating fuel costs for the building.
- All costs associated with maintenance or repair of the furnace.
- Costs associated with major maintenance or repair items to the building.
- All costs associated with sewer, water and trash service for the building.
- To continue to provide routine maintenance and snow plowing of the parking area adjacent to the building
- To carry normal insurance, (fire/liability) on the building as a city owned structure.
- To provide normal building security to the extent provided other City buildings.

Staff has consulted with the Finance Department and confirmed that the Chamber of Commerce is adhering to the lease agreement and are paying for the items listed in the responsibilities and cost agreement that they have agreed upon.

## PART II. SUGGESTED MOTION:

“I move to approve Resolution 01-13-01”



**CITY OF CORDOVA, ALASKA  
RESOLUTION 01-13-01.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, AUTHORIZING  
THE CITY MANAGER TO ENTER INTO A 2 YEAR LEASE OF PROPERTY LEGALLY  
DESCRIBED AS LOTS 3, 4 & 5, BLOCK 8, ORIGINAL TOWNSITE WITH THE CHAMBER  
OF COMMERCE .**

**WHEREAS**, the current lease term with the Chamber of Commerce will commence on January 16<sup>th</sup>, 2013, the new lease would carry their tenancy through December 31st, 2015; and

**WHEREAS**, the current lease with the Cordova Outboard Inc. is described as Lots 3, 4 & 5, Block 8, Original Townsite, Plat 1-11, Cordova Recording District, Third Judicial District, State of Alaska; and

**WHEREAS**, the annual rental rate will be One Dollar (\$1.00); and

**WHEREAS**, it is the intent of the Chamber and the City that this agreement be binding on both parties and be revisited for potential revision; and

**WHEREAS**, the City Administration proposes entering into the lease so long as the terms of the lease remain in force; and

**WHEREAS**, the lease between the City of Cordova and the Chamber of Commerce is hereto attached as Attachment A.

**NOW, THEREFORE BE IT RESOLVED THAT** the City Council of the City of Cordova hereby authorizes and directs the City Manager to enter into the lease on the property to the Chamber of Commerce in accordance with the terms in the Lease. The form and content of the Lease now before this meeting is in all respects authorized, approved and confirmed by this resolution, and the City Manager hereby is authorized, empowered and directed to execute and deliver the Lease reflecting the terms in the Lease on behalf of the City, in substantially the form and content now before this meeting but with such changes, modifications, additions and deletions therein as he shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said documents now before this meeting, and from and after the execution and delivery of said documents, the City Manager hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the Lease.

**PASSED AND APPROVED THIS 16th DAY OF JANUARY, 2013.**

\_\_\_\_\_  
James Kallander, Mayor

Attest:

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

**Attachment A  
CITY OF CORDOVA  
Cordova, Alaska**

**LEASE**

**THIS LEASE** ("Lease") by and between the **CITY OF CORDOVA**, an Alaska municipal corporation ("City"), and **CORDOVA CHAMBER OF COMMERCE**, an Alaska nonprofit corporation ("Tenant").

**RECITALS**

WHEREAS, City owns that certain parcel of land and all improvements thereon in Cordova, Alaska described as Lots 3, 4 & 5, Block 8, Original Townsite, Plat 1-11, Cordova Recording District, Third Judicial District, State of Alaska ("Premises"); and

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

WHEREAS, the Cordova City Council ("Council") has approved the lease of the Premises from City to Tenant in accordance with Cordova City Charter §5-17 and Chapter 5.22 of the Cordova Municipal Code ("Code" or "CMC").

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

**1. LEASE OF PREMISES**

Subject to the terms and conditions set forth herein, City hereby leases to Tenant and Tenant hereby leases from the City, the Premises.

**2. LEASE TERM**

The term of this Lease shall be two (2) years, commencing on **November 1, 2012** ("Commencement Date") and expiring on **October 31, 2014**, unless earlier terminated in accordance with the terms of this Lease.

**3. RENT**

**A. Base Rent.** The rent during the term of this Lease shall be One Dollar (\$1.00) ("Base Rent"), which shall be due and payable in advance on the Commencement Date. Base Rent shall be paid to the City in lawful money of the United States without abatement, deduction or set-off for any reason whatsoever, at the address provided for notice to the City set forth in Section 20.E of this Lease, or at any other place that the City may from time to time direct in writing. Base Rent shall be paid promptly when due without notice or demand therefor. The parties intend the Base Rent to be absolutely net to the City. All costs, expenses and obligations of every kind and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and shall be paid by, Tenant.

**B. Additional Charges.** In addition to the Base Rent, Tenant acknowledges and agrees that Tenant is obligated to pay and shall pay, before delinquency and without reimbursement, all costs, expenses and obligations of every kind and nature whatsoever in connection with or relating to the Premises or the activities conducted on the Premises, including without limitation those costs, expenses and obligations identified in Section 7 and all other sums, costs, expenses, taxes (including 6% sales tax, which shall be paid by Tenant at the same time Tenant makes its payment of Base Rent to the City) and

other payments that Tenant assumes or agrees to pay under the provisions of this Lease (“Additional Charges”).

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

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

**D. Security Deposit.** Upon execution of this Lease, the City may require Tenant to deposit with the City an amount equal to two months’ rent (the “Security Deposit”). The Security Deposit shall be held by the City as security for the faithful performance by Tenant of all of Tenant’s obligations under this Lease. If Tenant fails to pay the Base Rent or a portion thereof, or otherwise defaults with respect to any provision of this Lease after notice and beyond the expiration of any applicable cure period, the City may use, apply or retain all or any portion of the Security Deposit for:

- (i) the payment of any Rent or other sum in default;
- (ii) the payment of any other sum to which the City may become obligated by reason of Tenant’s default; or
- (iii) to compensate the City for any loss or damage which the City may suffer thereby, including but not limited to any costs associated with moving and storage of Tenant’s personal property (if any) remaining on the Premises beyond termination of the Lease.

The City may commingle the Security Deposit with funds held in the City’s own accounts, including accounts in which the City keeps other security deposits. If Tenant performs all of its obligations under this Lease, the Security Deposit, or so much thereof as has not been used, applied or retained by the City in accordance with this Section, shall be returned to Tenant, at the expiration of the term, and subject to Tenant relinquishing possession of the Premises, without payment of interest or other increment for its use, within 30 days after Tenant’s vacation of the Premises.

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

**A. Authorized Uses.** Use of the Premises shall be limited to the day to day operations of the Cordova Chamber of Commerce which will also include but not be limited to major community events operated by Tenant, such as the Iceworm Festival, Shorebird Festival, the Fourth of July Celebration and the Christmas Kickoff, and the Premises shall not, without prior written consent of City, be used for any other purposes. Tenant shall staff the Premises with Tenant personnel or volunteers on the following schedule:

- (i) Monday through Friday, excluding December 13 through January 13, four hours per day.
- (ii) Weekends during major community events (such as Iceworm Festival, Shorebird Festival), hours scheduled as needed.

**B. Inspections.** The City and its authorized representatives and agents shall have the right, but not the obligation, to enter the Premises at all reasonable times to inspect the use and condition of the Premises; to serve, post or keep posted any notices required or allowed under the provisions of this Lease, including notices of non-responsibility for liens; and to do any act or thing necessary for the safety

or preservation of the Premises. The City shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of the City's entry onto the Premises, except for damage resulting directly from the acts of the City or its authorized representatives or agents.

**C. Compliance with Laws.** Tenant shall maintain and repair the Premises in compliance with all applicable laws, regulations, ordinances, rules, orders, permits, licenses and other authorizations. Tenant shall not use or permit the use of the Premises for any purpose prohibited by law or which would cause a cancellation or increase in premium of any insurance policy covering the Premises. Tenant shall not leave the Premises unoccupied or vacant without the City's prior written consent. Tenant shall not cause or permit any Hazardous Material (as defined in Section 9.B of this Lease) to be brought upon, kept, or used in, on or about the Premises except for such Hazardous Material as is necessary to conduct Tenant's authorized uses of the Premises. Any such Hazardous Material brought upon, kept, or used in, on or about the Premises shall be used, kept, stored, and disposed of in a manner that complies with all environmental laws and regulations applicable to Hazardous Material. Tenant shall not cause or allow the release or discharge of any other materials or substances that are known to pose a hazard to the environment or human health.

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

**E.** The City may terminate this Lease for any or no reason upon thirty (30) days' written notice to Tenant.

## **5. REPRESENTATIONS AND WARRANTIES**

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

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

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

## **7. OPERATIONS, MAINTENANCE, UTILITIES, TAXES AND ASSESSMENTS**

**A.** Tenant shall, at Tenant's sole cost and expense, be solely responsible for (i) electric utility service to the Premises; (ii) telephone, facsimile and Internet service to the Premises; (iii) regular cleaning of the public restrooms on the Premises either by Tenant personnel, volunteers, or outside contractors; (iv) cleaning supplies for the interior of the Premises; (v) minor maintenance items (painting, minor repairs, etc. unrelated to the furnace) not to exceed \$500.00 per calendar year; (vi) removal of snow from the access ramp leading to the Premises.

**B.** City shall, at City's sole cost and expense, be solely responsible for (i) heating fuel for the Premises; (ii) maintenance and repair of the furnace in the Premises; (iii) major maintenance or repair to the building on the Premises; (iv) sewer, water and trash collection service to the Premises; (v) routine maintenance and snow removal for the parking area on the Premises; (vi) insurance, (fire/liability) on the Premises as for other City-owned structures; and (vii) building security for the Premises as for other City-owned buildings.

## **8. LIENS**

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

## **9. INDEMNIFICATION**

**A. General Indemnification.** Tenant shall defend, indemnify and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorney's fees, court costs, litigation expenses, and consultant and expert fees) resulting from, arising out of, or related to Tenant's occupation or use of the Premises or the occupation or use of the Premises by Tenant's employees, agents, servants, customers, contractors, subcontractors, sub-lessees or invitees, including but not limited to all claims and demands arising out of any labor performed, materials furnished, or obligations incurred in connection with any improvements, repairs, or alterations constructed or made on the Premises and the cost of defending against such claims, including reasonable attorney fees. In the event that such a lien is recorded against the Premises, Tenant shall, at Tenant's sole expense within ninety (90) days after being served with written notice thereof, protect the City against said lien by filing a lien release bond or causing the release of such lien.

**B. Environmental Indemnification.** Tenant has had full opportunity to examine the Premises for the presence of any Hazardous Material (as hereafter defined) and accepts the Premises AS IS, WHERE IS, WITH ALL FAULTS. Tenant releases the City and its authorized representatives, agents, officers, and employees from any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorney's fees, court costs, litigation expenses, and consultant and expert fees) arising during or after the term of this Lease, that result from the use, keeping, storage, or disposal of Hazardous Material in, on or about the Premises by Tenant, or that arise out of or result from Tenant's occupancy or use of the Premises or the use or occupancy of the Premises by Tenant's employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees or authorized representatives. This release includes, without limitation, any and all costs incurred due to any investigation of the Premises or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, or by law or regulation. Tenant agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material generated, kept or brought on the Premises by Tenant, its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees or authorized representatives.

Tenant shall defend, indemnify, and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorney's fees, court costs, litigation expenses, and consultant and expert fees) of whatever kind or nature, known or unknown, contingent or otherwise, arising in whole or in part from or in any way related to (i) the presence, disposal, release, or threatened release of any such Hazardous Material which is on or from the Premises, soil, water, ground water, vegetation, buildings, personal property, persons, animals, or otherwise; (ii) any personal injury or property damage arising out of or related to such Hazardous Material; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Material; and

(iv) any violation of any laws applicable to such Hazardous Material; provided, however, that the acts giving rise to the claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses arise in whole or in part from the use of, operations on, or activities on the Premises by Tenant or its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees, or authorized representatives.

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

## **10. INSURANCE**

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

(1) Commercial general liability insurance in respect of the Premises and the conduct of Tenant's business and operations, naming the City as an additional insured, with minimum limits of liability of Ten Million dollars (\$10,000,000.00) per accident or occurrence for bodily injury and death, and property damage for each occurrence;

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

(3) Personal property insurance covering Tenant's trade fixtures, furnishings, equipment, and other items of personal property of Tenant located on the Premises; and

(4) Workers compensation insurance, and such other insurance as is required by law.

All insurance required under this Lease shall contain an endorsement requiring thirty (30) days' advance written notice to the City before cancellation or change in the coverage, scope, or amount of any policy. Prior to commencement of the Lease term, Tenant shall provide the City with proof of the insurance required by this Section 10.

## **11. REMOVAL OF PROPERTY**

Upon expiration or earlier termination of this Lease, at the option of the City, Tenant shall remove from the Premises, at Tenant's sole expense, all property Tenant has placed or caused to be placed on the Premises. Tenant shall repair any damage to the Premises caused by such removal and return the Premises as near as possible to its original condition as existed on the Commencement Date. All property which is not promptly removed by Tenant pursuant to the City's request and in any event within thirty (30) days of the date of expiration or termination of this Lease may be removed, sold, destroyed or otherwise disposed of in any manner deemed appropriate by the City, all at Tenant's sole expense, and Tenant hereby agrees to pay the City for such expenses. Notwithstanding any provision to the contrary in this Lease, all petroleum, fuel, or chemical storage tanks installed in or on the Premises during the term of this Lease shall remain the property of the Tenant and, upon expiration or earlier termination of the Lease and upon request of the City, Tenant shall remove any and all such tanks and any and all contaminated soil and other materials from the Premises, all at Tenant's sole expense.

## **12. DEFAULT AND REMEDIES**

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

(i) The failure to make payment when due of any installment of Base Rent, Additional Charges or of any other sum herein specified to be paid by the Tenant;

(ii) The failure to pay any taxes or assessments due from the Lessee to the City and in any way related to this Lease, the Premises, any improvements, or the Lessee's activities or business conducted thereon, including but not limited to any real property, personal property or sales taxes;

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

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

(v) The abandonment or vacation of the Premises or any portion thereof;

(vi) Execution, levy or attachment on Lessee's interest in this Lease or the Premises, or any portion thereof;

(vii) The breach or violation of any statutes, laws, regulations, rules or ordinances of any kind applicable to Lessee's use or occupancy of the Premises; or

(viii) The failure to observe or perform any covenant, promise, agreement, obligation or condition set forth in this Lease, other than the payment of rent, if such failure shall not be cured within ten (10) days after written notice has been given to Lessee. Notices given under this subsection shall specify the alleged breach and the applicable Lease provision and demand that the Lessee perform according to the terms of the Lease. No such notice shall be deemed a forfeiture or termination of this Lease unless the City expressly makes such election in the notice.

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

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

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

without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant;

- (iii) Declare this Lease terminated;
- (iv) Recover, whether this Lease is terminated or not, reasonable attorney's fees and all other expenses incurred by the City by reason of the default or breach by Tenant;
- (v) Recover an amount to be due immediately upon breach equal to the sum of all rent, Additional Charges and other payments for which Tenant is obligated under the Lease;
- (vi) Recover the costs of performing any duty of Tenant in this Lease;
- (vii) Collect any and all rents due or to become due from subtenants or other occupants of the Premises.

**13. SUBSIDENCE**

The City shall not be responsible for any washout, subsidence, avulsion, settling or reliction neither to the Premises, nor for any injury caused thereby to the property of the Tenant or any sublessee, or that of any other person. The City is not obligated to replace, refill, or improve any part of the Premises during Tenant's occupancy in the event of such washout, subsidence, avulsion, settling, or reliction.

**14. VACATION BY TENANT**

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

**15. RESERVATION OF RIGHTS**

The City reserves the right to designate and grant rights-of-way and utility easements across the Premises without compensation to Tenant or any other party, including the right of ingress and egress to and from the Premises for the construction, operation and maintenance of utilities and access, provided that Tenant shall be compensated for the taking or destruction of any improvements on the Premises. Tenant shall be responsible for requesting a rental adjustment to reflect any reduction in the value of the Premises.

**16. SIGNS**

No signs or other advertising symbols, canopies, or awnings shall be attached to or painted on or within the Premises without approval of the City Manager first being obtained; provided, however, that this prohibition shall not apply to standard, directional, informational and identification signs of two square feet or less in size. At the termination of this Lease, or sooner, all such signs, advertising matter, symbols, canopies or awnings, attached or painted by Tenant shall be removed from the Premises by Tenant at its own expense, and Tenant shall repair any damage or injury to the Premises, and correct any unsightly conditions caused by the maintenance or removal of said signs.

**17. HOLDING OVER**



If Tenant with the City's written consent remains in possession of the Premises after the expiration or termination of the Lease term for any cause, or after the date in any notice given by the City to Tenant terminating this Lease, such holding over shall be deemed a tenancy from month to month at the same rental amount applicable immediately prior to such expiration or termination, subject to adjustment in accordance with CMC § 5.22.040(c) or such successor provision of the code then in effect, and shall be terminable on 30 days' written notice given at any time by either party. All other provisions of this Lease except those pertaining to term and rent shall apply to the month-to-month tenancy. If Tenant holds over without the City's express written consent, Tenant is deemed to be a tenant at sufferance and may be removed through a forcible entry and detainer proceeding without service on Tenant of a notice to quit.

**18. EMINENT DOMAIN**

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

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

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

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

**19. COSTS**

Tenant shall be liable to and shall pay the City for the fees and costs incurred by the City in connection with the preparation, operation and enforcement of this Lease.

**20. MISCELLANEOUS**

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

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

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

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

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

**TO CITY:**

**TO TENANT:**

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

**Cordova Chamber of Commerce**  
**Attn: Jennifer Gibbins**  
**P.O. Box 99**  
**Cordova, Alaska 99574**

or to such other respective addresses as either party hereto may hereafter from time to time designate in advance in writing to the other party. Notices sent by mail shall be deemed to have been given when properly mailed, and the postmark affixed by the U.S. Post Office shall be conclusive evidence of the date of mailing. If hand-delivered, notice shall be deemed to have been made at the time of delivery.

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

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

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

**I. Late Payment.** In the event that any rent or other payment due under this Lease is not received by the City when due, a late fee of five percent (5%) per month of the principal amount due shall be due and payable until the full amount of rent or other payment is received by the City.

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

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

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

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

**N. Authority.** Tenant represents that Tenant is a for-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Washington, and is duly authorized by the State of Alaska to do business as a foreign corporation in the State of Alaska, and that Tenant has all necessary power and is duly authorized to enter into this Lease and to carry out the obligations of Tenant hereunder. Prior to executing this Lease, Tenant shall provide the City with a certificate of authority issued by the State of Alaska, and shall provide the City with a resolution of Tenant's Board of Directors authorizing Tenant to enter into this Lease and to carry out its obligations hereunder as set forth above, and authorizing and directing the officer of Tenant whose name and signature appear at the end of this Lease to execute this Lease on Tenant's behalf.

**O. Exhibits.** Exhibit A to this Lease is hereby specifically incorporated into this Lease.

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

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

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

**S. Attorney's Fees.** In the event that the City shall bring any suit or action to enforce this Lease or any term or provision hereof, and shall prevail in such suit or action, Tenant agrees that Tenant shall pay the City's attorney's fees, costs and expenses incurred in connection with such suit or action.

**IN WITNESS WHEREOF,** the parties have caused this Lease to be executed on the dates set opposite their respective signatures below.

**CITY:**

**CITY OF CORDOVA**

Dated: \_\_\_\_\_

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

Its: City Manager

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

City Clerk

**TENANT:**

\_\_\_\_\_

Dated: \_\_\_\_\_

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

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

# Memorandum

To: Cathy Sherman, Samantha Greenwood

From: Faith Wheeler-Jeppson

Date: 10/5/2012

Re: Chamber of Commerce Building ~ Expenses paid by The City of Cordova

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## PART I. GENERAL INFORMATION:

Requested Action: Additional information

Address: 404 First Street

## PART II. BACKGROUND:

At the March 21, 2012 City Council was asked to review the lease for the Chamber of Commerce. The Planning Department was asking that City Council approve a ten year lease to cut down on administrative time and costs reviewing a lease annually that had not changed in the previous 11 years. Councilman Reggiani suggested referring the Chamber of Commerce lease back to staff to get a better understanding of the expenses of a ten year lease versus a short term lease. Below is a summary of that research.

## PART III. REVIEW OF APPLICABLE INFORMATION:

In attachment (a) of the Chamber of Commerce Lease the City had agreed to assume financial responsibility for the following items as stated below:

The CITY OF CORDOVA agrees to be responsible for the following items:

All heating fuel costs for the building.

All costs associated with maintenance or repair of the furnace.

Costs associated with major maintenance or repair items to the building.

All costs associated with sewer, water and trash service for the building.

To continue to provide routine maintenance and snow plowing of the parking area adjacent to the building.

To carry normal insurance, (fire/liability) on the building as a city owned structure.

To provide normal building security to the extent provided other City buildings.

1. Below are the actual costs associated with heating the Chamber of Commerce in 2011 per actual billing receipts from Shoreside Petroleum.

1/04/2011	\$318.36
2/2011	No invoice was found
3/02/2011	\$279.29
4/01/2011	\$279.26
5/03/2011	\$264.32
6/01/2011	\$118.35
7/01/2011	\$157.50
8/02/2011	\$77.43
9/01/2011	\$94.73
10/03/2011	\$173.03
11/01/2011	\$229.52
<u>12/05/2011</u>	<u>\$350.06</u>
<b>Total</b>	<b>\$2341.85</b>
<b>10 YR est.</b>	<b>\$23,418.50</b>

2. Below are the actual costs associated with insuring the Chamber of Commerce in 2011 through the Alaska Public Entities Insurance Company per Doug Brown:

<b>Total</b>	<b>\$92.00 annually</b>
<b>10 YR est.</b>	<b>\$920.00</b>

3. Below are the actual costs associated with water/sewer and garbage services for the Chamber of Commerce in 2011 per Tracey Merritt in the Finance Department:

<b>Total</b>	<b>\$1287.00</b>
<b>10 YR est.</b>	<b>\$12870.00</b>

4. Below are the approximate costs associated with snow removal for the Chamber of Commerce in 2011 per Public Works Director Moe Zamarron.

<b>Total</b>	<b>\$1000.00 (\$3000 in the beginning of 2012)</b>
<b>10 YR est.</b>	<b>\$15 - \$30,000</b>

5. There were no maintenance items for 2011 per Public Works Director Moe Zamarron.

<b>Total</b>	<b>\$0</b>
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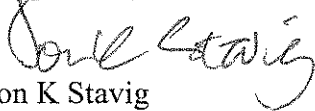
## MEMO, City of Cordova

FROM: Jon K Stavig, Finance Director  
TO: City Manager, Mayor and City Council  
Date: January 9, 2013  
RE: UBS Corporate Resolution

Following is a corporate resolution which will need to be accepted by the City of Cordova to update accounts held at UBS.

The resolution is needed to provide viewing access to funds with UBS and to provide access to a line of credit to cover operating expenditures short term if needed.

Respectfully submitted,



Jon K Stavig  
Finance Director, City of Cordova

**CITY OF CORDOVA, ALASKA  
RESOLUTION 01-13-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
APPROVING UBS CORPORATE RESOLUTION**

**WHEREAS**, the City of Cordova has established a financial relationship with UBS; and

**WHEREAS**, Jon Stavig, Finance Director and Donald Moore, Interim City Manager are recently employed with the City of Cordova; and

**WHEREAS**, a corporate resolution is needed to update accounts held at UBS, by the City of Cordova; and

**WHEREAS**, the corporate resolution is needed to provide viewing access to funds with UBS and to provide access to a line of credit to cover operating expenditures short term if needed;

**NOW, THEREFORE BE IT RESOLVED THAT** the City Council of the City of Cordova, Alaska, hereby approves Jon Stavig, Finance Director and Donald Moore, Interim City Manager to be named on UBS corporate resolution; and

**PASSED AND APPROVED THIS 16th DAY OF JANUARY 2013.**

\_\_\_\_\_  
James Kallander, Mayor

ATTEST:

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



Check here if this document applies to multiple accounts.

CR

# Corporate Resolutions

Corporation Name  
City of Cordova

UC03545 Account Number	UC04047 Account Number	UC03542 Account Number
UC03544 Account Number	UC03546 Account Number	UC03543 Account Number
UC04046 Account Number	UC03547 Account Number	5VD7092 Account Number

**WHEREAS, The Corporation seeks to benefit from opening and maintaining one or more securities, loan and/or guarantee accounts at UBS Financial Services Inc., ("UBS").**

**NOW, THEREFORE, BE IT RESOLVED THAT:**

- 1) The Corporation is authorized to establish with UBS one or more accounts for the purchase and sale of securities, money, stocks, options, bonds, notes, futures contracts, commodities, commercial paper, certificates of deposit and other obligations, contracts, all other property usually and customarily dealt in by brokerage firms, the establishment of credit and/or the guarantee of another person's or entity's obligations (the "Account"). UBS is designated an agent of the Corporation for property of any nature and is authorized to receive, hold and deliver any funds, securities or other property within or without the United States, registered in or transferred into the name of UBS or its nominee(s) or the name of one or more custodians or nominees thereof. UBS may either directly or through custodians retain unregistered securities or deposit the certificates representing such securities, in bulk with a central certificate depository, so that transfer of ownership of such securities may be made by bookkeeping entry on the books of such depository.
- 2) The Corporation is authorized to use the Account(s) and services offered by UBS to (a) sell short, (b) trade on margin, (c) borrow and/or obtain credit (including all manner of credits and/or letters of credit) from time to time from UBS and guarantee obligations of others to UBS in United States dollars or any foreign currency, (d) effect UBS Card transactions, (e) contract for any and all investment management and advisory services that UBS now or hereafter provides and delegate discretion to UBS or to a subadvisor in connection with such services, and (f) pledge, mortgage, assign or subject to a security interest or lien any property of any sort of the Corporation as security for any liability of the Corporation.
- 3) Each of the corporate officers or authorized representatives named in the spaces below (each, together with persons designated under resolution number 4 below, hereinafter called an "Authorized Person") are authorized individually, without counter signature or co-signature, to act on behalf of the Corporation and UBS is authorized, but not obligated, to deal with each Authorized Person, individually, in connection with all aspects of the Account(s) to (a) open the Account(s) and, with respect to the Account(s), to execute on behalf of the Corporation any and all relevant documents, and to deal with UBS, with no limits as to amount, (b) obtain all such services as

UBS shall offer, including but not limited to the services set forth under resolutions number 2 and 5 and to purchase and sell and enter into any transaction whatsoever in connection with the Account(s) and the property therein, and (c) bind the Corporation in respect of any agreements entered into pursuant to clause (a) or (b) of this third resolution, and (d) the said Authorized Persons acting as above specified are authorized for the current taxable year and all future taxable years until this resolution is revoked or modified or the Account(s) is/are closed to execute and deliver to UBS on behalf of the Corporation any and all tax forms and other tax-related documents related to an Account of this Corporation (including without limitation U.S. Internal Revenue Service Forms W-8 and W-9, as applicable, and any documents relating thereto) and to make any certifications or representations under penalty of perjury on behalf of the Corporation that are required by such forms or documents. These resolutions supersede any previous resolutions of the Corporation presented to UBS Financial Services Inc. regarding the Account(s).

- 4) The Authorized Persons acting as above specified are authorized to appoint one or more attorneys-in-fact or agents to act on behalf of the Corporation in the same capacity as set forth above, and are authorized to execute and deliver to UBS any powers of attorney or other documents to effect or evidence such appointment.
- 5) UBS is authorized, but not obligated, to deal with each Authorized Person individually, as follows, subject to the Corporation having completed documentation relating to the relevant products and services and subject to UBS policy and practice as in effect from time to time:
  - a) to accept all orders for purchases and sales and all instructions of any nature whatsoever in connection with the Account(s) which UBS Financial Services Inc. believes in good faith to have been originated by an Authorized Person, whether given verbally, in writing, or via electronic or other communications as the action of the Corporation without limit or further inquiry;
  - b) to receive any funds, securities or other property for the Account(s) of the Corporation; to receive drafts, checks or other funds or property delivered to it for deposit for the Account(s) of the Corporation, whether or not endorsed

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with the name of the Corporation by rubber stamp, facsimile, mechanical, manual or other signature, and any such endorsement by whomsoever affixed shall be the endorsement of the Corporation, or otherwise endorsed, or unendorsed, provided that if any such item shall bear, or be accompanied by directions (by whomsoever made) for deposit to a specific account, then such deposit shall be to such specific account; and to honor written instructions from each Authorized Person to deliver either in bearer form, in street certificates, in any names or in any other manner any funds, securities or other property held for the Account(s) of the Corporation;

- c) to honor instructions from each Authorized Person to write checks, drafts, instruments, instructions or orders for the payment or withdrawal of funds drawn on the Account(s) or payable to the order of the Corporation ("Payments") without limit as to amount, without inquiry including Payments to the order of or in favor of any person who authorized the Payment or any other officer authorized representative or agent of the Corporation and UBS, its subsidiaries and affiliates shall not be liable for any disposition which any such officer or authorized representative or agent shall make of all or any part of any Payment notwithstanding that such Payment may be for the personal account or benefit or in payment of the individual obligation of any such officer or authorized representative or agent to UBS, or otherwise;
  - d) to open deposit accounts in foreign currencies with any depository to purchase, sell, transfer, or dispose of for present or future delivery foreign moneys, credits or exchange on deposit or otherwise and all manner of instruments representative thereof by endorsement or otherwise, and to execute and deliver any agreements or instruments relating to any such transactions.
- 6) Any and all actions previously taken with respect to matters provided for by these resolutions are hereby ratified, confirmed and approved.
- 7) UBS, its subsidiaries and affiliates are authorized to rely upon the authority conferred by these resolutions and upon any certification given in accordance with these resolutions unless and until UBS receives written notice of an amendment modification or revocation of these resolutions. In the event that UBS for any reason, is uncertain as to the continuing effectiveness of the authority conferred by these resolutions or any other resolutions of the Corporation or the authority to any Authorized Person, UBS may refrain from taking any action with respect to the Account(s) until such time as it is satisfied as to its authority.
- 8) In consideration of UBS and any of its subsidiaries or affiliates acting in reliance upon these resolutions or any certification

by the Secretary or Assistant Secretary they shall be fully protected in so acting and the Corporation agrees to indemnify and save harmless UBS and any of its subsidiaries or affiliates from and against any and all loss, damage, liability, claims and expenses including legal fees arising out of their so acting or its refraining from taking any action.

- 9) The Secretary or an Assistant Secretary of the Corporation is authorized and directed to certify to UBS and any of its subsidiaries or affiliates:
  - a) that these resolutions have been duly adopted, are in full force and effect and are in accordance with provisions of applicable law, the charter and by-laws of the Corporation;
  - b) the identities and specimen signatures of the Corporation's Authorized Persons and, from time to time hereafter, such changes as may occur in the identities of such Authorized Persons as such changes are made.

**ATTENTION TRANSFER AGENT**

- 10) Any Authorized Person is fully authorized and empowered to transfer, convert, endorse, sell, assign, set over and deliver any and all shares of stocks, bonds, debentures, notes, subscription warrants, stock purchase warrants, evidence of indebtedness, or other securities now or hereafter standing in the name of or owned by the Corporation, and to make, execute and deliver, under the corporate seal of the Corporation or otherwise, any and all written instruments of assignment and transfer necessary or proper to effectuate the authority hereby conferred.
- 11) Whenever there shall be annexed to any instrument of assignment and transfer, executed pursuant to and in accordance with the foregoing resolution, a certificate of the Secretary or an Assistant Secretary of the Corporation in office at the date of such certificate and such certificate shall set forth these resolutions and shall state that these resolutions are in full force and effect, and shall also set forth the names of the persons who are then officers or authorized representatives of the Corporation, then all persons to whom such instrument with the annexed certificate shall thereafter come, shall be entitled, without further inquiry or investigation and regardless of the date of such certificate, to assume and to act in reliance upon the assumption that the shares of stock or other securities named in such instrument were theretofore duly and properly transferred, endorsed, sold, assigned, set over and delivered by the Corporation, and that with respect to such securities the authority of these resolutions and of such officers or authorized representatives is still in full force and effect.

**NOTE: ALL OFFICERS/AUTHORIZED REPRESENTATIVES MUST COMPLETE THE ADDITIONAL INFORMATION SECTION AND SIGN BELOW**

	Jon	Stavig	_____	_____
	Officer First Name	Last Name	Signature	Date
	Chief Financial Officer/CFO			
	Title			
	Don	Moore	_____	_____
	Officer First Name	Last Name	Signature	Date
	Other			
	Title			

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The undersigned, as the Secretary or Assistant Secretary of City of Cordova

("Corporation"), a corporation duly organized and existing under the laws of Alaska, hereby certifies that the foregoing resolutions were duly adopted by the Board of Directors at a duly called meeting or by unanimous consent, and the resolutions remain in full force and effect and are in accord with and pursuant to the Corporation's Charter, by-laws and applicable law, and the Corporation is in good standing under all applicable state laws.

I further certify that the persons listed above are duly elected or appointed qualified officers or authorized representatives of the Corporation, hold in the Corporation the respective positions indicated above and that set forth opposite each respective name is the true and correct signature of such person.

WITNESS my hand and the seal of the Corporation at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SIGNATURE OF SECRETARY or ASSISTANT SECRETARY)

Additional Information

Officer or Authorized Representative Name:

Jon Stavig
First Name Middle Name Last Name
Country of Citizenship: [X] USA [ ] Other (specify): Passport/Cedula:

602 Railroad Avenue
Address Line 1 Address Line 2
Cordova AK 99574 United States of America
City State/Province Zip/Postal Code Country
9074246200
Home Phone

Officer or Authorized Representative Name:

Don Moore
First Name Middle Name Last Name
Country of Citizenship: [X] USA [ ] Other (specify): Passport/Cedula:

602 Railroad Ave
Address Line 1 Address Line 2
Cordova AK 99574 United States of America
City State/Province Zip/Postal Code Country
9074246200
Home Phone

0052646888



**CITY COUNCIL PUBLIC HEARING  
DECEMBER 19, 2012 @ 7:00 PM  
LIBRARY MEETING ROOM  
MINUTES**

**A. CALL TO ORDER**

*Mayor James Kallander* called the Council public hearing to order at 7:00 pm on December 19, 2012, in the Library Meeting Room.

**B. ROLL CALL**

Present for roll call were *Mayor James Kallander* and Council members *Tim Joyce, James Kacsh, David Allison, David Reggiani* and *Robert Beedle*. Also present were Acting City Manager *Cathy Sherman* and City Clerk *Susan Bourgeois*.

**C. PUBLIC HEARING**

**1. Ordinance 1101**

An ordinance of the City Council of the City of Cordova, Alaska, authorizing the conveyance to Dan Nichols of Lot two (2), Block three (3), Cordova Industrial Park

**2. Ordinance 1102**

An ordinance of the City Council of the City of Cordova, Alaska, authorizing the conveyance to Thai Vu and Camtu Ho of Lot six (6), Block two (2), Southfill Development Park

**3. Resolution 12-12-47**

A resolution of the City Council of the City of Cordova, Alaska adopting service fees, rates and charges for the 2013 calendar budget

**4. Resolution 12-12-48**

A resolution of the City Council of the City of Cordova, Alaska, adopting an operating budget for fiscal year 2013 and appropriating the amount of \$20,706,325

*Mayor James Kallander* opened the meeting up for public comment – there was no public comment

Council recessed the public hearing at 7:07 pm; then reconvened at 7:29 pm at which time *Mayor James Kallander* reopened the meeting for public comment – there was still no public comment

**D. ADJOURNMENT**

*M/Reggiani S/Bradford* to adjourn the Public Hearing  
Hearing no objection, the Public Hearing was adjourned at 7:30 pm.

Approved: January 16, 2013

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

**CITY COUNCIL SPECIAL MEETING  
DECEMBER 26, 2012 @ 12:00 PM  
LIBRARY MEETING ROOM  
MINUTES**

**A. CALL TO ORDER**

*Mayor James Kallander* called the Council Special Meeting to order at 12:00 pm on December 26, 2012, in the Library Meeting Room.

**B. ROLL CALL**

Present for roll call were *Mayor James Kallander* and Council members *James Kacsh*, *David Allison*, *EJ Cheshier* and *David Reggiani*. Also present was City Clerk *Susan Bourgeois*.

**C. APPROVAL OF AGENDA**

*M/Reggiani S/Kacsh* to approve the agenda.

Vote on motion: 4 yeas, 0 nays, 3 absent (Joyce, Bradford, Beedle) Motion passes.

**D. DISCLOSURES OF CONFLICTS OF INTEREST - None****E. COMMUNICATIONS BY AND PETITIONS FROM VISITORS**

1. Audience comments regarding agenda items - None

**F. NEW BUSINESS**

2. Resolution 12-12-51

A resolution of the City Council of the City of Cordova, Alaska authorizing the City to submit to the qualified voters of the City at the March 5, 2013 Regular City Election the question of amending the definition of “published” or “publication” in section 1-6(5) of the City Charter to authorize publication of city notices in print or broadcast or other electronic media, or combination thereof, that the council determines will provide the most effective notice to the public.

*M/Reggiani S/Kacsh* to approve Resolution 12-12-51 a resolution of the City Council of the City of Cordova, Alaska authorizing the City to submit to the qualified voters of the City at the March 5, 2013 Regular City Election the question of amending the definition of “published” or “publication” in section 1-6(5) of the City Charter to authorize publication of city notices in print or broadcast or other electronic media, or combination thereof, that the council determines will provide the most effective notice to the public.

*Reggiani* said the attorney did a good job summarizing the options and the need for updating our charter to include electronic means of public notification. Really at the heart of this charter section is that the public has the right to know what the government is doing and the change in language here at least updating published/publication, will have us using current technology and providing more options for the City rather than being so limited as to include only printed notification – so I will support this.

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

**G. AUDIENCE PARTICIPATION - None****H. COUNCIL COMMENTS**

*Cheshier* – Merry Christmas everyone.

*Mayor Kallander* said as far as updates, he thinks each Council member got a call from the Chief of Police (he has resigned). Also, he mentioned that the letter for the Trustees Council is completed and will be sent later today.

**I. ADJOURNMENT**

*M/Kacsh S/Allison* to adjourn the special meeting

Vote on motion: 4 yeas, 0 nays, 3 absent (Joyce, Bradford, Beedle) Motion passes.

The special meeting was adjourned at 12:05 pm.

Approved: January 16, 2013

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



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](mailto:citymanager@cityofcordova.net)  
Web: [www.cityofcordova.net](http://www.cityofcordova.net)

# CITY OF CORDOVA

## *Office of City Manager*

January 10, 2013

Memo to City Council  
Re: Back Up Generator for Emergency Shelter

***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 Cordova Electric Cooperative (CEC) Cordova, Alaska, to purchase their back-up generator. The funds for this purchase were granted under the 2012 State Homeland Security program for a back-up power generator for Cordova's primary shelter Mt. Eccles Elementary School.

The contract price is not to exceed Seventy Five Thousand dollars (\$75,000.00).

A summary of the nature and quantity of the performance the city shall receive is set forth in the attached recommendation letter from Fire Marshall Paul Trumblee (Exhibit A).

**Recommended action:** Voice Vote.

I move to direct the City Manager to enter into a contract Cordova Electric Cooperative to purchase a generator for a sum of Seventy Five Thousand dollars (\$75,000.00).

Donald Moore  
City Manager

# *Cordova Volunteer Fire Department*

FIRE CHIEF MICHAEL HICKS



P.O. Box 304  
Cordova, Alaska 99574  
(907) 424-6117 or (907) 424-6100  
Fax (907) 424-3473  
email: [fire@cityofcordova.net](mailto:fire@cityofcordova.net)

January 11, 2013

City Council.

As you are aware, the City of Cordova received a grant under the 2012 State Home Land Security Grant Program for a Back-Up Power Generator for our Primary Emergency Shelter, Mt. Eccles Elementary School. The City Of Cordova Set out a Bid Packet for said Generator.

Two Companies in Cordova turned in Bids for a Back-Up Generator:

Alpine Diesel, P.O Box 605 Cordova, Alaska  
Cordova Electric Cooperative. P.O Box 20 Cordova, Alaska

Per City Code 5.12.040 – Council Approval of Contracts And 5.12.080 Availability of Funds

It is my recommendation as Grant Program Manager that Mr. Don Moore, City Manager Contract with CEC (Cordova Electric Cooperative) for the Purpose to purchase their Back-Up Generator for \$75,000.00

Paul Trumblee  
Fire Marshal  
Cordova Fire Department  
907-424-6117



CORDOVA  
ELECTRIC  
COOPERATIVE, INC

P.O. Box 20, 705 Second Street, Cordova, Alaska 99574-0020 \* (907) 424-5555 \* Fax (907) 424-5527

January 4, 2013

City of Cordova  
PO Box 1210  
Cordova, AK 99574

RE: Portable Emergency Back-Up Generator Bid

Dear Sirs:

Cordova Electric Cooperative (CEC) is pleased to propose 1 each portable 320 kW generator ("generator") per City of Cordova Invitation to Bid and associated Emergency Generator Set Specifications.

CEC proposes, for the lump sum price of \$75,000, a 320 kW Caterpillar model 3406 Generator with general specifications as follows:

- Dual voltage generator output – 208Y/120 volts or 480Y/277 volts 3 phase
- 870 Hours total run time from new
- Containerized heated mobile unit on standard 20 foot chassis
- Integral 300 gallon fuel tank, approximately 24 hours run time
- Cannon plug unit station service connection
- Breaker output buss connections with service entrance
- Purchased new by CEC in 1999 and continuously maintained.
- Generator is housed in a sound attenuated enclosure with sound attenuated exhaust
- Generator is housed in a lockable, containerized, heated, ventilated mobile unit on trailer and operable down to -20 Fahrenheit
- Generator is rated for continuous operation at 0.8PF, 3-phase, 4-wire, 60Hz 208 or 480 volts
- Generator operates within standard performance ratings and is capable of 100% load pickup.

CEC typically operates the generator monthly for maintenance purposes, and has operated it to supply power to portions of Cordova distribution system, including multi-day operations, and the unit has proven to be complete and operable.

Per City of Cordova Generator Set Specification, the generator is located in Cordova, and the City of Cordova, upon acceptance of this proposal, can assume ownership of the generator at the Alaska Department of Transportation Maintenance Facility located at 13 Mile, Copper River Highway. The following items will be provided with generator, per City of Cordova Emergency Generator Set Specifications:



1. One complete set of descriptive literature within three days of request, including:
  - a) Generator Protective Relay Settings (as left)
  - b) Electrical Prints, schematics and control drawings
  - c) Operating Instructions
  - d) Contact Information Hawthorne Power Systems, authorized Caterpillar Dealer
  - e) Service manual for Electronic Modular Control Panel II (EMCP II)
  - f) Parts manual for 3406C Engine Generator Set
  - g) Parts manual for Generator Mounted Control Panel EMCP II
  - h) FC/FCA Battery Charger Operation & Maintenance Guide
  - i) Full set of Operation and Service manuals for both engine and generator
2. Equipment was provided new to CEC by Hawthorne Power Systems, a factory authorized dealer
3. Supporting information is included in this proposal; CEC will provide any additional, available information upon request.
4. CEC understands that any additional information shall be submitted to the City within the allotted time or this proposal is considered non-responsive.
5. The generator is located in Cordova, in good, used, fully operable condition and has not suffered shipping or other damage beyond normal aging.
6. CEC will provide an operational training course with the building maintenance supervisor at the primary shelter and shall cover operations, regular maintenance, and troubleshooting of generator, plus contact information for Alaska parts and service vendors for the generator and associated components.

#### DELIVERY

The generator shall be provided as-is, where-is at the Alaska Department of Transportation Maintenance facility at 13.0 mile, Copper River Highway. Manuals, parts books, schematics shall be provided as outlined above. The unit contains diesel fuel, lubricants, and radiator coolants and is immediately available to operate and provide emergency power. CEC will demonstrate operation of the unit upon request. It is anticipated that the operational training above would be coordinated with this exercise.

#### MANUFACTURING STANDARD

The generator is OEM equipment provided new by an authorized dealer.

#### RATINGS

In addition to the ratings indicated above, attachment A further details the ratings and configuration of the generator.

#### PRODUCTION TESTS

Factory Acceptance Test Reports were not provided with this generator.

#### ENGINE AND EQUIPMENT

The engine, generator, and accessories were packaged as a factory generator package, of standard components, design, and installation into a portable trailer and chassis, insulated for heat and noise reduction.

## ENGINE STARTING AND BATTERY CHARGING SYSTEM

Starter and battery installation and charger are factory standard components and installation.

## ENGINE GENERATOR CONTROL PANEL

Engine control panel is standard Caterpillar EMCP II controller and associated switchgear.

## POWER OUTPUT CONNECTIONS

Generator module includes protective circuit breaker rated for generator output.

## EXHAUST SYSTEM

Exhaust system is mounted inside generator housing with flexible connection between engine and exhaust per standard installation. Exhaust includes sound attenuation.

## DELIVERY AND HANDLING

The equipment is entirely mounted and packaged into an integral, modular generation unit.

## PARTS AND OPERATIONS MANUALS

Parts and Operations Manuals will be provided as outlined above.

## SUMMARY OF PROPOSED EMERGENCY GENERATOR PACKAGE

Cordova Electric Cooperative purchased the modular generation package new in late 1999 for portable, firm power backup of aging overhead power lines and underground power lines providing service to critical emergency infrastructure at Cordova Airport including U. S. Coast Guard Air Rescue Station, Cordova State Airport, Alaska Department of Transportation Maintenance Facilities, FAA and National Weather Service stations, and numerous private and commercial aircraft hangars and support facilities. The generator has been used periodically, and is well maintained by Cordova Electric Cooperative. It was used extensively to provide temporary power as aged overhead and underground power lines were replaced with new, underground power lines. The reliability of the power lines is now high, and Cordova Electric Cooperative no longer needs this emergency generation package. It was purchased as utility grade equipment that is generally of higher standard and operation life and emergency generation equipment. Pictures of the generator have been included as attachment B.

CEC is available to answer any additional questions, allow an inspection and operation of the generator as the City of Cordova may require. Please direct any inquiries to Clay Koplin, 424-5026 or [ckoplin@cordovaelectric.com](mailto:ckoplin@cordovaelectric.com).

Sincerely,



Clay Koplin, CEO

**ALPINE DIESEL LLC**

---

JERRY BLACKLER, owner  
PO BOX 605  
CORDOVA AK 99574

907-424-7664  
907-424-7564 fax  
docblack@ak.net

January 3, 2013

City Of Cordova  
PO Box 1210  
Cordova AK 99574  
RE: Portable Emergency Back-Up Generator Bid

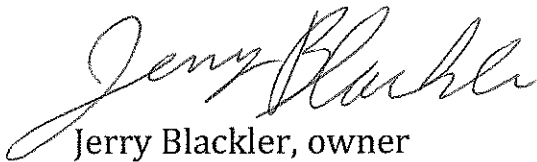
Alpine Diesel LLC proposes the following:

Magnum Product MMG405 1800 rpm generator.  
Rated 358 KW – 3 phase standby, 326 KW 3 phase prime

Unit will be enclosed in 20' container van per bid requirements

Generator Package	\$160,402.00
Freight	<u>5,758.00</u>
Total	\$166,160.00

Optional Clutch Fan	\$2,374.00
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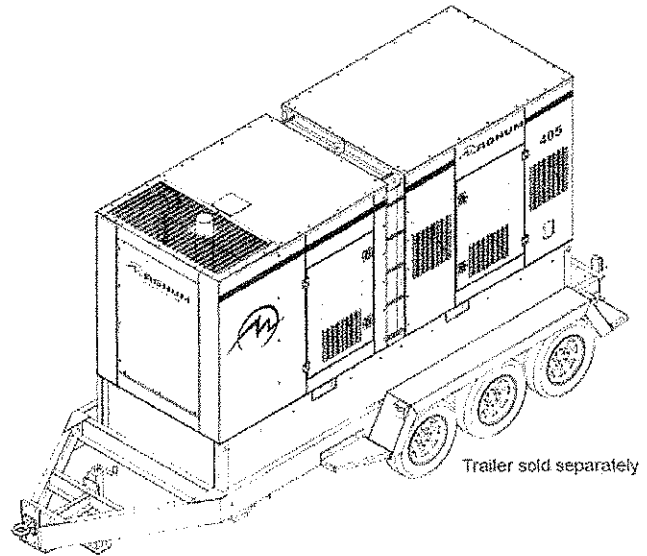


Jerry Blackler, owner  
Alpine Diesel LLC

## Magnum Mobile Generator – MMG405 Specifications

### ENGINE

- John Deere® RG6135HF485 - turbocharged, diesel engine
  - Prime - 489 hp @ 1800 rpm
  - Standby - 538 hp @ 1800 rpm
  - 6 cylinder
  - 13.5 L displacement
  - Tier III approved
- Steel, single wall fuel tank
  - 616 gal. capacity
  - 29 hr. run time – full load
  - Fuel tank built into skid of generator set
- Fuel consumption at prime:
  - 100% - 21.1 gph (79.9 Lph)
  - 75% - 15.8 gph (59.8 Lph)
  - 50% - 10.6 gph (40.1 Lph)
- Cooling system capable of operating at 120°F ambient
- Low coolant shutdown
- Radiator and oil drains plumbed to exterior
- 110% liquid containment
- Rubber vibration dampers isolate engine/generator from frame
- In-line engine block heater
- Disposable air filter - paper element
- Air filter restriction indicator mounted on control panel
- 60 Hz engine/generator
- Electronic isochronous governing



### GENERATOR

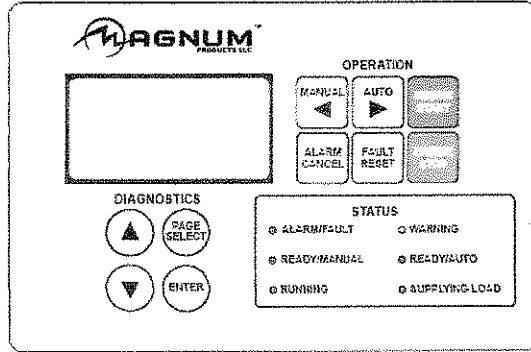
- Marathon Electric®
  - Brushless
  - PMG Generator - critical grade power quality
  - 4 pole
  - Class H insulation
- Voltage regulation +/- 1% with Marathon SE350 Voltage Regulator

### SYSTEM OUTPUT

- Link / Reconnect Board:
  - Three phase – 120 / 208V Low Wye
  - Three phase – 277 / 480V High Wye
- 358 kW / 447 kVA – standby, three phase
- 326 kW / 408 kVA – prime, three phase

## SYSTEM CONTROLS

- Microprocessor-based controller
  - Backlit, 128x64 pixel resolution display
  - -40°F to 185°F operating temperature range
  - Thermostatically controlled LCD heater
  - Six LED indicators w/ lamp test
    - ◆ Alarm / Fault (Red)
    - ◆ Ready / Manual (Red)
    - ◆ Running (Green)
    - ◆ Warning (Yellow)
    - ◆ Ready / Auto (Green)
    - ◆ Supplying Load (Green)
- Push buttons for easy operation
  - Manual or Auto Start
  - Engine Start or Stop
  - Alarm Cancel & Fault Reset
  - Scrolling Arrows for Diagnostic Information
    - ◆ System kW output display
    - ◆ Line output & frequency display
    - ◆ Engine diagnostic display
      - Oil pressure
      - Engine temperature
      - Fuel level
      - Battery
    - ◆ System hours
      - Running hours
      - kW hours
      - Time to service
  - Alarm list – warnings / shutdowns are date & time stamped
    - ◆ Fuel level: warning – 15%; shutdown – 5%
    - ◆ Overspeed protection: shutdown – 115%
    - ◆ Oil pressure: warning – 25 psi; shutdown – 20 psi
    - ◆ Coolant temperature: warning – 220°F; shutdown – 230°F
    - ◆ Battery voltage: over – 15VDC; under – 11VDC
    - ◆ Generator over voltage: warning – 110%; shutdown – 111%
    - ◆ Generator under voltage: warning – 87%; shutdown – 86%
    - ◆ Generator over frequency: warning – 105%; shutdown – 110%
    - ◆ Generator under frequency: warning – 95%; shutdown – 90%
    - ◆ Over current shutdown



## ELECTRICAL CONTROLS

- Remote start / stop contacts located next to lug box
- Lockable control box door with diagnostics window
- Lockable lug box with safety switch
  - Trips main breaker when lug door is opened
  - Disables voltage regulator



- Cable entry guides to the lug box
  - Restricts access of foreign objects
- Output ground connection lug inside lug box
- 1600A main breaker with shunt trip
- Convenience receptacles with individual breakers (restricted use in high wye mode)
  - (2) 120V 20 Amp GFCI duplex outlets (Nema 5-20R type)
  - (3) 125 / 250V 50 Amp, 3 pole, 4 wire twistlock (Non-Nema 6369)
  - Buck Transformer kit – Provides 120V at GFCI outlets when in 277/480V
- Panel mounted rheostat for voltage adjustment - +/- 10%
- (2) 1000 CCA wet cell batteries
  - Battery disconnect switch
  - 2A trickle battery charger

## ENCLOSURE

- Aluminum, sound attenuated enclosure
  - UV & fade resistant, high temperature cured, white polyester powder paint
  - Insulated and baffled; 120 % containment
  - 68 dB(A) at 23 feet – prime power
- Fully lockable enclosure including doors and fuel fill
- Stainless steel hinges on doors
- Emergency stop switch located on outside of enclosure
- Central lifting point
- Multi-lingual operating/safety decals
- Document holder with operating manual including AC/DC wiring diagrams

## TRAILER

- DOT approved tail, side, brake, and directional lights
  - Recessed rear lights
- Transportation tie downs
- Safety chains with spring loaded safety hooks
- 3" lunette ring hitch
- (3) 8000 lb. axles with electric brakes
- 15000 lb. tongue jack with footplate
- ST215/75R17.5 tubeless tires – 16 ply

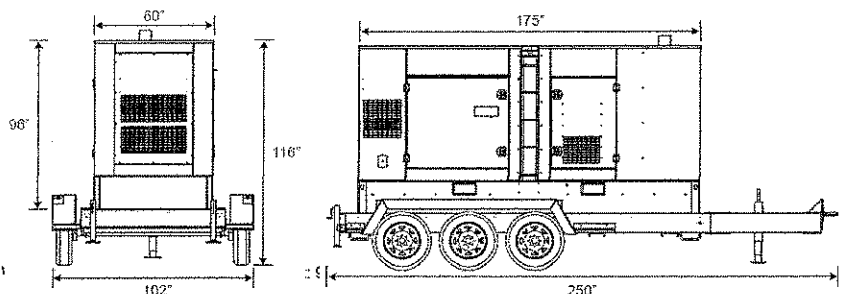
## WEIGHTS & DIMENSIONS

### Skid mounted

- Dry weight: 12740 lbs (5779 kg)
- Operating weight: 17114 lbs (7763 kg)
- 175 x 60 x 96 in  
(4.45 x 1.52 x 2.44 m)

### Trailer mounted

- Dry weight: 15990 lbs  
(7253 kg)
- Operating weight: 20364 lbs  
(9237 kg)



215 Power Drive . Berlin, 1

- 250 x 102 x 116 in  
(6.35 x 2.59 x 2.95 m)

## WARRANTY

- Engine and generator covered under OEM warranty -- consult factory for details.

## CERTIFICATIONS

- CSA certified

---

## MMG405 Options

### GENERATOR OPTIONS

- ◆ Super Start Generator - motor starting applications

### VOLTAGE OUTPUT OPTIONS

- ◆ Dedicated voltage configurations
- ◆ Cam locks

### SYSTEM CONTROLS OPTIONS

- ◆ Auxiliary strobe/audible indication for soft & hard alarm conditions

### COOLANT OPTIONS

- ◆ 60/40 Coolant - cold weather applications

### ENCLOSURE OPTIONS

- ◆ Fire extinguisher
- ◆ Interior cabinet light
- ◆ Control panel light

### FUEL TANK OPTIONS

- ◆ 36 hr. single wall fuel tank
- ◆ 13 hr. double wall fuel tank
- ◆ Fuel transfer pump

### TRAILER OPTIONS

- ◆ 6 pin or 7 spade electrical connectors
- ◆ Spare tire/wheel kit

### HITCH OPTIONS

- ◆ Adjustable height - 3" lunette ring



TO: City Manager  
 FROM: Harbormaster Schinella  
 DATE: 1/2/2013  
 RE: Quarterly Activity Report/Oct-Dec. 2012

Exclusive Slips Assigned	565 out of 715 Total Slips			79% Occupancy (as of 1/2/13)	
	Oct	Nov	Dec	Total	
Vessels Charged Daily Rate	3	3	12	18	
Vessels Charged Monthly Rate	0	0	0	0	
Vessels In Impound Status	0	0	2	3	
Vessel Lifts	0	0	1	1	
Port Arrivals:					
Shoreside	1	1	2	4	
Samson	0	0	0	0	

Used Oil Collected (Oct-Dec) 2400 Gals  
 Used Oil Collected(Jan-Dec.) 24627 Gals  
 Used Oil Delivered (Jan-Dec) 16450 Gals

Vessels Towed 1  
 Vessels Pumped 1  
 Vessel Bilges Pumped 2  
 Vessel Sewage Tanks Pumped 0

GENERAL ACTIVITIES

- \* Electrical repairs
- \* Vehicle repairs
- \* Painted office
- \* Skiff repairs
- \* Incinerate sorbents
- \* Delivered used oil



## **CORDOVA VOLUNTEER FIRE DEPARTMENT**

### **Quarterly Report**

In the 4th quarter the Cordova Volunteer Fire Department responded to 57 calls for Fire, Rescue and EMS for a total of 305 member hours. Including emergency calls, the volunteers of the fire department participated in the regular Thursday night meetings, public education and other activities for a total of 2450 member hours.

For this year-end report, The Cordova Volunteer Fire Department responded to 209 annual emergency call outs for a total of 1189.5 man hours. Including emergency calls, Thursday night training, public education and other activities the Members of this Department totaled 6954 man hours. To break that down per day would be 19.533 hours a day this year of Emergencies, Training, Public Education and other activities.

Bid Packets were sent out and are waiting for the results for the Backup Power Generator for our Primary Shelter (Mt. Eccles).

Please see attached detail monthly activity sheets attached for more information on fire department activities.

## Monthly Activity 9-12

			Attendance	Hours	Total Man Hours
<b>Date</b>	<b>Thursday Meetings</b>				
9/6	HIPPA training		31	3	93
9/13	Business meeting		32	2	64
9/20	Diabetic emergencies		13	1.5	19.5
9/20	Inventory		10	3	30
9/27	SCBA air management		21	3	63
	<b>Total</b>		<b>107</b>	<b>12.5</b>	<b>269.5</b>
<b>Date</b>	<b>Public Education Taught</b>				
	<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>
<b>Date</b>	<b>Other Activities</b>				
9/1	MDA fundraiser		10	6	60
9/10	Fittesting		1	3	3
9/17	Explorer meeting		1	1.5	1.5
9/23	Explorer meeting		2	1.5	3
9/17	2012 Alaska State Fire Conference		5	40	200
	<b>Total</b>		<b>19</b>	<b>52</b>	<b>267.5</b>
<b>Date</b>		<b>Fire Runs</b>			
9/3	12-51	Automated Alarm at Trident North Plant	6	0.5	3
9/5	12-52	Service call to residence	1	0.5	0.5
9/7	12-53	Sprinkler malfunction	2	1	2
9/10	12-54	Automated Alarm at Ocean Beauty	6	1	6
9/17	12-55	Automated Alarm at Ocean Beauty	9	0.5	4.5
		<b>Total</b>	<b>24</b>	<b>3.5</b>	<b>16</b>
<b>Date</b>		<b>Amb. Runs</b>			
9/1	12-103	Unresponsive man	4	0.5	2
9/4	12-104	CODE	4	2	8
9/5	12-105	Medical Transport	2	1.5	3
9/14	12-106	Medical Transport	4	1.5	6
9/15	12-107	Woman with numbness in her arms	4	0.5	2
9/15	12-108	Medical Transport	2	1.5	3
9/15	12-109	Woman that has fallen	3	1	3
9/24	12-110	Woman that has fallen	7	1	7
9/24	12-111	Medical Transport	4	1.5	6
9/24	12-112	Medical Transport	3	1.5	4.5
		<b>Total</b>	<b>37</b>	<b>12.5</b>	<b>44.5</b>
		<b>Total hours for the month of September</b>			<b>597.5</b>

## Monthly Activity 10-12

			Attendance	Hours	Total Man Hours
<b>Date</b>	<b>Thursday Meetings</b>				
10/4	Run reviews		10	1	10
10/4	Pediatric training		10	2	20
10/4	Company drills		10	2	20
10/11	Business meeting		24	3	72
10/18	Fire streams		15	3	45
10/18	HIPPA training		9	1.5	13.5
10/18	Ambulance inventory		5	1.5	7.5
10/25	Extrication training		21	3	63
	<b>Total</b>		<b>104</b>	<b>17</b>	<b>251</b>
<b>Date</b>	<b>Public Education Taught</b>				
10/23	Pre-Schooler fire safety		2	1	2
10/26	Kindergarten fire safety		2	1	2
	<b>Total</b>		<b>4</b>	<b>2</b>	<b>4</b>
<b>Date</b>	<b>Other Activities</b>				
10/6	Explorer party preparation		1	1.5	1.5
10/7	Explorer recruitment party		1	2.5	2.5
10/11	Drug inventory		2	0.5	1
10/25	Community center picture		3	1	3
10/31	Halloween party		15	4.5	67.5
	<b>Total</b>		<b>22</b>	<b>10</b>	<b>75.5</b>
<b>Date</b>		<b>Fire Runs</b>			
10/2	12-56	Electrical fire	1	0.5	0.5
10/3	12-57	Hydrant location	1	0.5	0.5
10/6	12-58	Oil spill	1	0.5	0.5
10/9	12-59	Fire alarm at the highschool	1	0.5	0.5
10/20	12-60	Airplane smoking	23	0.5	11.5
		<b>Total</b>	<b>27</b>	<b>2.5</b>	<b>13.5</b>
<b>Date</b>		<b>Amb. Runs</b>			
10/1	12-113	Medical Transport	3	1.5	4.5
10/2	12-114	Medical Transport	3	2	6
10/4	12-115	Medical Transport	2	1.5	3
10/4	12-116	Possible heart attack	7	1	7
10/4	12-117	Man that has fallen	5	1	5
10/6	12-118	Medical Transport	3	2	6
10/16	12-119	Dead on Arrival	3	1.5	4.5
10/16	12-120	Man hit by vehicle	3	1	3
10/13	12-121	CODE	12	1	12

10/28	12-122	Medical Transport	3	1.5	4.5
10/29	12-123	Diabetic man	4	1	4
		<b>Total</b>	<b>48</b>	<b>15</b>	<b>59.5</b>
		<b>Total hours for the month of October</b>			<b>403.5</b>

## Monthly Activity 11-12

			Attendance	Hours	Total Man Hours
<b>Date</b>					
<b>Thursday Meetings</b>					
11/1	Run reviews		6	1.5	9
11/1	Live fire training		23	5	115
11/8	Business meeting		23	2	46
11/15	Vehicle inventory		16	3	48
11/15	EMT I & EMT II refresher skills		11	3	33
11/22	Cancelled due to Thanksgiving Day		0	0	0
11/29	Vehicle rollover drill		23	4	92
<b>Total</b>			<b>102</b>	<b>18.5</b>	<b>343</b>
<b>Date</b>					
<b>Public Education Taught</b>					
11/25	CPR class		1	4	4
11/18	CPR class		1	6	6
11/17	Medical refresher		1	10	10
<b>Total</b>			<b>3</b>	<b>20</b>	<b>20</b>
<b>Date</b>					
<b>Other Activities</b>					
11/1	Tsunami work shop		3	8	24
11/2	Tsunami work shop		8	8	64
11/10	Annual EMS symposium		3	9.5	28.5
11/10	Controlled building fire		16	5.5	88
11/14	Grant work		1	5.5	5.5
11/19	Ambulance recertification		1	6	6
11/20	Code blue grant		1	11	11
11/20	Grant work		1	1.5	1.5
11/25	Update EMS equipment		1	3	3
11/26	CPR inventory		1	2	2
11/28	Ambulance billing		1	1.5	1.5
11/28	EMT I recert skills		6	4.5	27
11/30	Tree lighting		21	4.5	94.5
<b>Total</b>			<b>64</b>	<b>70.5</b>	<b>356.5</b>
<b>Date</b>					
		<b>Fire Runs</b>			
11/9	12-61	Stack fire at Cpt. Perkins' residence	17	1	17
11/20	12-62	Stack fire	21	0.5	10.5
11/21	12-63	Controlled burn	11	0.5	5.5
11/25	12-64	Report of smoke in a furnace room	17	0.5	8.5
<b>Total</b>			<b>66</b>	<b>2.5</b>	<b>41.5</b>
<b>Date</b>					
		<b>Amb. Runs</b>			
11/6	12-124	Medical transport	3	1.5	4.5
11/7	12-125	Medical transport	4	1.5	6

11/8	12-126	Woman vomitting	5	1.5	7.5
11/23	12-127	Chest pain	6	1	6
11/23	12-128	Medical transport	3	1.5	4.5
11/27	12-129	Medical transport	2	1.5	3
		<b>Total</b>	<b>23</b>	<b>8.5</b>	<b>31.5</b>
		<b>Total hours for the month of November</b>			<b>792.5</b>

## Monthly Activity 12-12

			Attendance	Hours	Total Man Hours
<b>Date</b>	<b>Thursday Meetings</b>				
12/6	Hydrant hook-ups		22	3	66
12/13	Officers meeting		5	1	5
12/13	Business meeting		24	3	72
12/20	Avalanche awareness		31	4	124
12/27	Drug safety		33	3.5	115.5
	<b>Total</b>		<b>115</b>	<b>14.5</b>	<b>382.5</b>
<b>Date</b>	<b>Public Education Taught</b>				
12/4	First aid class		1	1	1
	<b>Total</b>		<b>1</b>	<b>1</b>	<b>1</b>
<b>Date</b>	<b>Other Activities</b>				
12/3	Ambulance inventory		10	2.5	25
12/8	Station clean up		1	9.5	9.5
12/10	Station clean up		1	5	5
12/12	Ambulance billing		9	3	27
12/21	Christmas party		29	3.5	101.5
12/26	Drug taining setup		3	1	3
12/27	Drug taining setup		1	3.5	3.5
	<b>Total</b>		<b>54</b>	<b>28</b>	<b>174.5</b>
<b>Date</b>		<b>Fire Runs</b>			
12/2	12-65	Automated alarm at CCMC	21	0.5	10.5
12/10	12-66	Possible CO leak	2	0.5	1
12/23	12-67	Smoke coming from furnace room	21	0.5	10.5
12/24	12-68	Automated alarm at Ocean Beauty	21	0.5	10.5
12/26	12-69	Stack fire	19	1	19
<b>Total of 69 fire calls for 2012</b>					
		<b>Total</b>	<b>84</b>	<b>3</b>	<b>51.5</b>
<b>Date</b>		<b>Amb. Runs</b>			
12/5	12-130	Medical transport	4	1.5	6
12/7	12-131	Dehydrated man	2	1	2
12/21	12-132	Man dizzy and short of breath	6	1.5	9
12/22	12-133	Medical transport	3	1.5	4.5
12/22	12-134	Possible heart attack	3	1	3

12/23	12-135	Dehydrated woman	3	1.5	4.5
12/23	12-136	Woman with anxiety	3	1	3
12/28	12-137	Medical transport	2	2	4
12/30	12-138	Man with chest pain	4	1	4
12/31	12-139	Man not breathing	4	1	4
12/31	12-140	Medical transport	2	1.5	3
<b>Total of 140 EMS calls for 2012</b>					
		<b>Total</b>	<b>36</b>	<b>14.5</b>	<b>47</b>
		<b>Total hours for the month of December</b>			<b>656.5</b>



## 2012 4th Quarter Report from the Cordova Public Library

During October through December 2012:

- Visitation: 3810
  - Interlibrary Loans: 44
  - Internet Use: 1009 sessions
  - Materials Added: 823
  - Circulation: 2408
  - Listen Alaska: 143 checkouts
  - Wifi Use: 642 sessions
  - Materials Deleted: 2550
- 
- **Staff** started heavily weeding the Adult Fiction and Junior Fiction. 45 boxes of discarded books have been sent to Better World Books for them to sell or give to communities that need books.
  - **Zombie Night** was attended by 55 patrons, and all seemed to be having a great time. The biggest hits were Zombie bowling, face painting, and making wearable buttons with zombie themes.
  - **Storytime for Little Ones** attendance is increasing. It is twice a week and includes reading aloud, art and puppets.
  - **After school Art** is also going well. It is also twice a week and students in grades 3<sup>rd</sup> through 7<sup>th</sup> grade create art projects in many different mediums.
  - **Outreach to Senior Citizens** is continuing with positive results. Library materials are being brought to eleven CCMC for the residents to enjoy each week.
  - **3 OWL Project** computers were installed in October. High speed internet is being provided, and teleconferencing opportunities will be available in the future.
  - **2 more new patron computers** were also installed in November, so now all of our patron computers are able to provide high speed internet.
  - **Friends of the Library** provided paperback books for the “Trick or Treat for Books” event. Over 100 children picked out books to take home.
  - **ListenAlaska**, the online service for audio and e-books to which we subscribe, has been made more user-friendly. A librarian in Juneau is now available for help when needed.
  - **Giving Tree** collected new children’s books for the Salvation Army to distribute.

*Submitted by Miriam Dunbar, Library Director, Cordova Public Library*

**PUBLIC WORKS DEPARTMENT**

**4th Quarter Report**

October - November - December  
2012

The Public Works Department is comprised of 6 Divisions. Major activities relating to each of these Divisions include the following:

**ADMINISTRATION DIVISION**

A wide variety of issues came up requiring my attention including, but not limited to, the following:

- Organized grant and loan funding for the various division projects
- Developed baler rebuilding plan and prepared budget
- Upgraded radios for all of public works
- Scheduled OSHA assessment visit
- Hired Facility Maintenance Supervisor
- Hired Refuse Supervisor
- Secured mezzanine capacities for various City buildings

**FACILITIES MAINTENANCE DIVISION**

This includes one Supervisor and one full time position to conduct building repairs and perform custodial functions. The following buildings are repaired and maintained in whole or in part by this Division.

- City Hall / Police Station
- Library / Museum
- Chamber of Commerce
- Bidarki
- Pool
- City Shop
- Harbor Restrooms (Custodial only)

Daily rounds are conducted of each building to ensure systems are functioning properly. Often small repairs are required such as repairing or replacing hinges, stuck windows, squeaky doors, weather-stripping, switches, light bulbs, installing signs, painting, etc.

POOL

Normal boiler upkeep activities

LIBRARY / MUSEUM

Made plans to repair water system difficulties

## CHAMBER OF COMMERCE

Nothing to report.

## EYAK WATER TREATMENT PLANT

Miscellaneous minor repairs.

Contracted for an evaluation of the concrete mezzanine

## BIDARKI

Nothing to report

## WASTEWATER TREATMENT PLANT

Miscellaneous minor repairs.

## CITY SHOP

Miscellaneous minor repairs.

## CUSTODIAL

Daily cleaning / trash pickup rounds are conducted at the following buildings:

- Bidarki
- Harbormaster's Office
- Harbor North Restroom
- City Hall / Police Station
- Library / Museum / Council Chambers

## **STREETS DIVISION**

A wide variety of issues came up including, but not limited to, the following:

- Hired one operator and one mechanic
- Continued to reinforce safety awareness and training, safety meetings held once a week
- Prepared snow removal equipment for winter conditions
- Budget planning
- Hosted OSHA compliance evaluator

## **REFUSE DIVISION**

A wide variety of issues came up including, but not limited to, the following:

- Hired Refuse Supervisor
- Hosted DEC inspector for landfill and baler operations
- Continued repairs to the landfill and baler equipment
- Hosted OSHA compliance evaluator

# WATER & WASTEWATER DIVISION

## DAILY WORK DUTIES

Water Sources are checked daily/seven days a week for chlorine residual, turbidity, pH, UVT and general operations (Orca, Murcheson, & Meals). Three locations within the system are checked daily/ five days a week for chlorine residual, turbidity, and general operations (Harbor, Bidarki, & Hospital). Morning sewer lifts station checks (Whiskey Ridge, Murcheson, Eyak, Ferry Dock, Morpac, & Main lift station (South Second ST.)). Operate sludge dewatering system. Make polymer & Cl<sub>2</sub> for STP. Deliver sludge to 17 mile. Routine lab work & plant maintenance.

## WEEKLY WORK DUTIES

Collect bi-weekly coliform samples. Clean the Wastewater Treatment Plant and Lift Stations. Calibrate meters/monitoring equipment. Download/transfer all data from all three sources. Test/ check back-up generators. Exercise Micro Screen Drums. Made/hailed chlorine for Wastewater Treatment Plant's clarifier & heads work to comply with APDES permit.

## MONTHLY WORK DUTIES

Quality control / Quality assurance for Lab. EPA/DEC wastewater reports, DEC water reports, DEC DBP (Disinfection Byproducts Rule) Reports. Read water meters. Deliver shut-off notices, disconnect for nonpayment. Collect monthly samples. Backwash filters at Eyak WTP. Check catchments. Drain, Cleaned/Wash Micro Screen Room & chlorine contact chamber, flush hydrants to freshen up water mains.

## MISCELLANEOUS

- Performed 13 water sample test for customers (PWSAC, & other customers).
- Performed 16 locate, throughout the City limits where water/sewer mains are available.
- Performed 14 water shut-off/turn on, due to nonpayment, requested by the customers, or emergency shut-offs.
- Hauled load of chlorine to Meals WTP 20 times.
- Moved snow around STP & water/sewer structures 4 times.
- Checked inspected Heney water catchment. Found more leaks water line to Meals Reservoir.
- Responded to power outage, checked, acknowledge, & reset alarms for all water & sewer structures 5 times.
- Took fecal samples from Eyak WTP Filters 1-4.
- Repaired fire hydrant on 1<sup>st</sup> ST & Browning, damaged by State snow plow.
- Checked Orca catchment. Catchment plugged with rocks & dirt. Cleared and put back in service.
- Replaced windshield on van.
- Worked on waste oil heater.
- Worked on Odiak pumps 1-3, plugged. Cleared and put back in service.
- Did power generator maintenance at Odiak LS.
- Camera floor drain at Porter House Apts.
- When over all WTPs with Laren Kowalis with ARWA, who performed the Sanitary Survey.
- Worked on Orca catchment.
- Located & inspected manholes on North Fill.

- Hauled lumber to Orca catchment.
- Placed bollards on fire hydrant on upper Spruce St.
- Unplugged pumps at Odiak LS.
- Worked on Meals chlorine generator put back in service,
- Repaired chlorine tank at STP.
- Cleaned rocks & dirt off Orca catchment.
- Checked on grassy field manhole for Inflow & Infiltration.
- Patched Orca WTP roof.
- Changed coolant & heater on Odiak LS.
- Blow out/cleaned water valve boxes at Seafood Lane.
- Located leaking manhole on Odiak Slough, patched leaks on manhole.
- ADEC checked all WTP and catchments for Filtration Avoidance.
- Installed chains on Vactor & backhoe.
- Worked Murcheson chlorine lines.
- Responded to a call from dispatch in regards to camper park water leak, shut water valve off.
- Reset power for Morpac tank control box.
- Worked on Murcheson chlorine analyzer.
- Found leak on manhole at east side of Odiak slough. Patched & sealed leak.
- Trident North's sewer service allowed to connect the 6" cast iron pipe stubbed out instead of connecting all the way to the sewer main, per Moe. This due to winter conditions (frozen ground).
- Raised fire hydrant on upper Cedar St.
- Camera sewer service for Trident North for new bunk house. Full of dirt & mud and damaged prior to digging. Cleaned & vacuumed service line to sewer main.
- Located and jack hammered manhole (12" deep) measured depth of sewer main for Kim Menster.
- Flushed fire hydrants end of Power Creek, upper Cedar St., & Upper Spruce.
- Worked on Eyak WTP carbon pump.
- Fixed drain at City Hall break room.
- Added bio blocks & floating degreaser to lift stations.
- Placed boulder in front of Little Chapel's fire hydrant.
- Exercised filters 1-4 at Eyak WTP.
- Did maintenance on WWTP's shop garage doors.
- Installed flags on fire hydrants.
- Reset alarm at Whiskey Ridge LS.
- Located water main valves on Jim Poor Lane for Trident North's bunk house water service line connections.
- All to Trident North dig, water main valve locate, water shut-off, water service connection & backfill inspection.
- Called out to power fail at Odiak LS volt phase loss to pump #2. Reset & back in service.
- Met Gene Wooden with Wilson Construction in regards to water service line tests.
- Exercise Eyak WTP filters 2 & 4.
- Camera floor drain on laundry room at Porter house.
- Responded to Orca & Murcheson low chlorine alarms, reset.
- Inspected all fire extinguishers for Water & Sewer Division.
- Unclogged floor drain at Library/Museum boiler room.

- Flushed fire hydrants at Second St. & Council Avenue.
- Troubleshoot power transfer switch at Ferry Dock LS. Found mother board faulty. Ordered new part.
- Camera sewer main at Jim Poor Lane.
- Installed lab counter top, per ADEC's requirement to staying a certified state lab.
- Responded to Orca shut down due to low chlorine alarm. Reset & put back in service.
- Found waste oil heater O.O.S., reset and put back in service.
- Found air blower # 3 out of service, belt came off and bearing faulty. Shipped out to be repaired.
- Stacked lime for dewater building 8 pallets.
- Checked water flows on all canneries. Found some canneries not being metered and are running freeze protection about 13gpm (18,720 gallon per day).
- Worked on Murcheson turbidity meter.
- Installed sewer flow data loggers.
- Responded to water leak at Harbor float on Nichollof Way. Found ¾ inch hose running, being used for freeze protection.
- Thawed & repaired chlorine tank at STP on clarifier.
- Worked on pista grit unit, line froze. Thawed & put back in service.
- Flushed fire hydrants.
- Calibrated sewer data loggers.
- Added enzymes to tanks 1, 2, digester & clarifier.
- Hanged water shut-off notice on Commodore Apts.
- Worked Synthetic Organic Contaminants Monitoring Waiver Renewal Application for Meals, Heney Creek, Murcheson, Orca, & Eyak Lake.
- Did OSHA inspection of all STP & Eyak WTP.
- Cleared snow off fire hydrants.
- Corrected all OSHA's findings that needed to be corrected.
- Repaired sludge trucks tail gate.
- Investigated, camera, & cleaned sewer lines going into Ferry Dock LS. Manhole & wet well filled with oil rags, waste oil & diesel.
- Repaired chlorine line for STP, it froze and broke.
- Took Laren Kowalis with ARWA to test backflow preventers.
- Reset pump controls at Whiskey Ridge LS.
- Responded to City Hall power generator building. Generator would start due to dead battery and transfer switch would not transfer over to back up power. Contacted Pacific Power for a tech service.
- Met Josh Halquist at Samson yard in regards to land swap with the City.
- Replaced somat screens in dewater building.
- Worked on pressure differential at Eyak WTP, back in service.
- Responded to frozen water service line complaint. Advised owner to contact local contractors to help thaw water service and advised owner about freeze protection.
- Helped with preventive & maintenance of the power generators for Water & Sewer.
- Chris Bolin & James Lawler helped work on City Hall's generator with Steve Flowers. Chris Bolin helped work on the fuel injectors at Ferry Dock & Eyak WTP generators.
- Put Orca back in service.
- Responded to water leak at 1006 Whitshed Rd # AA-1 for a water leak complaint. Water service valve already shut-off by police officer.

- Picked up snow bucket for backhoe from CEC to pot hole/locate sewer service line for Samson yard. Returned backhoe bucket to CEC, after locating sewer service line.
- Responded to low water pressure complaint at PWSAC building. Found good water pressure outside the fire hydrant, down the basement and low pressure at break room sink on main floor at PWSAC building. Problem is in the sink area.
- Located water service valve box for Commodore Apts.
- Checked & found Meals Reservoir in critical condition. Water level is low & ice is caved in.
- Operated Eyak Filter WTP for 8 hrs a day for 15 days on December.
- Installed radios to F250 (2010 & 2000) & van. Tire change on F150.
- Responded to Whiskey Ridge LS pump fail alarm. Reset VFD, pump back in service.
- Called out to manhole without lid on First St. & Railroad Ave. Put manhole lid back on.
- Worked on STP lights.
- Responded to water leak at COHO. Shut water OFF.
- Shut-off water service at Eccles Estates, for demolition.
- Tried to thaw water line at Murcheson catchment. Pickup line at catchment frozen and cannot be thawed.
- Cleaned Eyak & Whiskey Ridge LS wet well.

Sincerely,  
 Malvin Fajardo  
 Water / Wastewater Superintendent

## **MEMO, City of Cordova**

FROM: Jon K Stavig, Finance Director  
TO: City Manager, Mayor and City Council  
Date: January 9, 2013  
RE: 4<sup>th</sup> Quarter Financial Report

Following are the 4<sup>th</sup> quarter financial reports which I believe are the reports that are commonly sent to council for review.

The report consists of two parts. The first part of report includes a fund summary for the general fund only. The period actual column only includes activity for the 4<sup>th</sup> quarter, the ytd column includes all activity for the current year ended 12-31-2012 and budget and variance columns are self-explanatory.

The second part of the report includes all funds. The format is the same as above. The period actual column includes activity for the 4<sup>th</sup> quarter; the ytd actual column includes all activity for the current year ended 12-31-2012, budget and variance.

I am currently working on putting together a 2013 operating budget booklet to be used throughout the entire year for all interested parties. This was something historically that was done after approval of the budget, however, was not completed last year.

Respectfully submitted,

Jon K Stavig  
Finance Director, City of Cordova



CITY OF CORDOVA  
FUND SUMMARY  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2012

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
TAXES	947,313.22	4,791,248.85	5,507,136.66	715,887.81	87.0
LICENSES & PERMITS	1,165.00	8,920.00	17,800.00	8,880.00	50.1
OTHER GOVERNMENTAL	1,377,789.78	3,002,192.92	2,453,553.00	( 548,639.92)	122.4
LEASES & RENTS	37,208.08	173,980.45	186,050.00	12,069.55	93.5
LAW ENFORCEMENT	70,785.95	253,607.62	307,234.00	53,626.38	82.6
D. M. V.	17,087.76	71,868.40	74,500.00	2,631.60	96.5
PLANNING DEPARTMENT REVENUE	1,430.00	12,268.70	14,500.00	2,231.30	84.6
RECREATION DEPT REVENUE	21,357.00	71,285.50	71,900.00	614.50	99.2
POOL REVENUE	11,476.00	17,821.50	23,200.00	5,378.50	76.8
SALE OF PROPERTY	.00	2,871.00	9,600.00	6,729.00	29.9
INTERFUND TRANSFERS IN	113,020.90	852,083.84	852,083.84	.00	100.0
OTHER REVENUE	38,308.51	143,229.51	81,146.00	( 62,083.51)	176.5
STATE DEBT SERVICE REIMBURSME	26,804.00	959,698.25	975,707.41	16,009.16	98.4
	2,663,746.20	10,361,076.54	10,574,410.91	213,334.37	98.0
<u>EXPENDITURES</u>					
CITY COUNCIL	3,682.81	10,587.49	26,150.00	15,562.51	40.5
CITY CLERK	60,929.26	226,569.64	225,616.00	( 953.64)	100.4
CITY MANAGER	110,624.91	323,034.08	384,638.00	61,603.92	84.0
FINANCE	96,965.95	370,098.78	358,832.00	( 11,266.78)	103.1
PLANNING DEPARTMENT EXPENSE	51,801.11	210,889.63	193,564.00	( 17,325.63)	109.0
DEPARTMENT OF MOTOR VEHICLE	15,887.14	54,674.98	67,072.00	12,397.02	81.5
LAW ENFORCEMENT	183,459.14	735,547.26	815,460.00	79,912.74	90.2
JAIL OPERATIONS	51,234.67	194,339.52	200,289.00	5,949.48	97.0
FIRE & EMS	86,494.81	300,123.57	308,606.00	8,482.43	97.3
DISASTER MANAGEMENT DEPT.	.00	.00	510.00	510.00	.0
INFORMATION SERVICES	89,735.26	361,095.42	371,526.00	10,430.58	97.2
FACILITY UTILITIES	47,200.67	179,778.05	145,500.00	( 34,278.05)	123.6
PW ADMINISTRATION	28,980.34	120,685.67	105,746.00	( 14,939.67)	114.1
FACILITY MAINTENANCE	59,774.41	176,895.46	197,522.00	20,626.54	89.6
STREET MAINTENANCE	172,840.99	526,976.58	572,912.00	45,935.42	92.0
SNOW REMOVAL	16,475.23	54,853.83	60,881.00	6,027.17	90.1
EQUIPMENT MAINTENANCE	90,069.24	274,192.68	274,998.00	805.32	99.7
PARKS MAINTENANCE	27,528.49	103,102.14	111,715.00	8,612.86	92.3
CEMETERY MAINTENANCE DEPT.	477.05	11,979.75	8,218.00	( 3,761.75)	145.8
RECREATION - BIDARKI	80,676.65	365,803.48	333,175.00	( 32,628.48)	109.8
POOL	73,294.84	265,513.38	253,059.00	( 12,454.38)	104.9
SKI HILL	15,992.93	74,387.59	58,400.00	( 15,987.59)	127.4
NON-DEPARTMENTAL	124,919.88	467,200.38	342,830.00	( 124,370.38)	136.3
LONG TERM DEBT SERVICE	71,662.50	1,702,548.66	1,699,076.18	( 3,472.48)	100.2
INTERFUND TRANSFERS OUT	164,775.00	914,720.73	749,945.73	( 164,775.00)	122.0
TRANSFERS TO OTHER ENTITIES	429,959.18	2,274,053.39	2,328,170.00	54,116.61	97.7

CITY OF CORDOVA  
 FUND SUMMARY  
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2012

GENERAL FUND

PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
2,155,442.46	10,299,652.14	10,194,410.91	( 105,241.23)	101.0
508,303.74	61,424.40	380,000.00	318,575.60	16.2

CITY OF CORDOVA  
FUND SUMMARY  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2012

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
101 GENERAL FUND	2,863,746.20	10,361,076.54	10,574,410.91	213,334.37	98.0
104 CITY PERMANENT FUND	172,817.43	1,393,305.73	1,110,858.73	( 282,447.00)	125.4
203 FIRE DEPT. VEHICLE ACQUISITION	.00	.00	7,050.00	7,050.00	.0
205 VEHICLE REMOVAL/IMPOUND FUND	.00	33,000.00	33,000.00	.00	100.0
401 GENERAL PROJ & GRANT ADMN	170,562.08	780,200.44	454,808.00	( 325,392.44)	171.6
410 CHIP SEAL C.I.P.	.00	111,618.57	261,618.57	150,000.00	42.7
435 HOSPITAL REPAIR PROJECT	787,486.27	4 900,106.65	.00	( 900,106.65)	.0
502 HARBOR ENTERPRISE FUND	152,637.99	1,065,822.28	1,010,956.14	( 54,866.14)	105.4
503 SEWER ENTERPRISE FUND	138,996.12	640,276.43	627,210.00	( 13,066.43)	102.1
504 WATER ENTERPRISE FUND	103,466.95	659,907.05	675,593.42	15,686.37	97.7
505 REFUSE ENTERPRISE FUND	162,597.04	804,107.99	852,300.00	48,192.01	94.4
506 ODIK CAMPER PARK	11,650.40	62,708.70	53,662.00	( 9,046.70)	116.9
602 HARBOR & PORT PROJECTS	691,575.00	816,116.36	1,760,000.00	943,883.64	46.4
603 SEWER PROJECTS	.00	.00	113,500.00	113,500.00	.0
604 WATER PROJECTS	.00	100,000.00	201,500.00	101,500.00	49.6
605 SOLID WASTE PROJECTS	.00	50,000.00	642,000.00	592,000.00	7.8
702 HARBOR FUND DEP'N RESERVE	.00	70,000.00	70,000.00	.00	100.0
703 SEWER FUND DEP'N RESERVE	.00	50,000.00	50,000.00	.00	100.0
704 WATER FUND DEP'N RESERVE	.00	4,236.25	4,236.25	.00	100.0
805 LANDFILL FUND	.00	50,129.60	50,000.00	( 129.60)	100.3
911 E-911 SPECIAL REVENUE FUND	.00	17,237.71	50,000.00	32,762.29	34.5
	5,055,535.48	17,969,850.30	18,602,704.02	632,853.72	96.6

<u>EXPENDITURES</u>					
101 GENERAL FUND	2,155,442.46	10,299,652.14	10,194,410.91	( 105,241.23)	101.0
104 CITY PERMANENT FUND	.00	945,676.57	945,676.57	.00	100.0
205 VEHICLE REMOVAL/IMPOUND FUND	.00	95.95	.00	( 95.95)	.0
333 2012 SNOWPOCALYPSE	3,949.06	896,679.96	.00	( 896,679.96)	.0
401 GENERAL PROJ & GRANT ADMN	124,315.28	568,816.95	504,808.03	( 64,008.92)	112.7
408 SCHOOL ILP BUILDING	.00	69,923.33	.00	( 69,923.33)	.0
410 CHIP SEAL C.I.P.	32,500.00	58,934.15	200,000.00	141,065.85	29.5
435 HOSPITAL REPAIR PROJECT	339,139.37	1,130,821.22	.00	( 1,130,821.22)	.0
444 SHIPYARD FILL PROJECT	.00	1,831.75	.00	( 1,831.75)	.0
448 SAWMILL AVENUE TRAIL PROJECT	.00	1,930.00	.00	( 1,930.00)	.0
502 HARBOR ENTERPRISE FUND	197,769.43	1,114,565.16	1,010,956.14	( 103,609.02)	110.3
503 SEWER ENTERPRISE FUND	148,586.10	624,618.43	627,210.00	2,591.57	99.6
504 WATER ENTERPRISE FUND	141,386.67	686,433.16	675,593.42	( 10,839.74)	101.6
505 REFUSE ENTERPRISE FUND	261,495.17	1,013,277.29	831,325.00	( 181,952.29)	121.9
506 ODIK CAMPER PARK	6,534.20	40,229.54	53,662.00	13,432.46	75.0
602 HARBOR & PORT PROJECTS	859,085.01	1,701,760.82	1,790,000.00	88,239.18	95.1
603 SEWER PROJECTS	38,064.90	83,627.32	264,000.00	180,372.68	31.7
604 WATER PROJECTS	93,084.60	142,431.10	252,000.00	109,568.90	56.5
605 SOLID WASTE PROJECTS	.00	80,558.60	832,000.00	751,441.40	9.7
654 LT2 COMPLIANCE PROJECT	.00	47,820.75	.00	( 47,820.75)	.0
911 E-911 SPECIAL REVENUE FUND	9,034.08	9,034.08	.00	( 9,034.08)	.0
	4,410,386.33	19,518,718.27	18,181,642.07	( 1,337,076.20)	107.4



City of Cordova  
602 Railroad Ave.  
P.O. Box 1210  
Cordova, Alaska 99574  
Phone: (907) 424-6100  
Fax: (907) 424-6000  
Email: [policechief@cityofcordova.net](mailto:policechief@cityofcordova.net)  
Web: [www.cityofcordova.net](http://www.cityofcordova.net)

# CITY OF CORDOVA

## *Office of Chief of Police*

To: Interim City Manager Don Moore  
From: Chief Bob Griffiths  
Subject: Fourth Quarter and Annual 2012 Reports  
Date: January 7, 2013

### **2012 Cordova Police Department Annual Report.**

#### **PATROL ACTIVITY:**

The Cordova Police Department received a total of 412 Calls for Service from during the 4<sup>th</sup> quarter of 2012. From these calls, a total of 96 investigative cases were generated. There were a total of 7 arrests made.

From October 1<sup>st</sup> through December 31, 2012 there were 10 citations issued, while 46 offenders were issued warnings for minor violations.

For 2012, there were a total of 426 investigative cases. Calls for Service for 2012 totaled 2,111. The department made 85 arrests in 2012.

For the year, there were 122 citations written while officers issued 125 warnings to offenders. Notably, 47 investigations were initiated into abandon vehicles during 2012, resulting in 37 vehicles being impounded; 11 sold at public auction, 16 junked, and the remainder either returned to owners or pending disposal at year-end.

#### **PERSONNEL**

**PATROL:** Officer Robin Kacsh resigned effective February 1, 2012. Her position remained vacant most of the year pending resolution of a disagreement with the Bargaining Unit.

Officer Shane Musgrave announced his appointment to the Steamboat Springs Colorado Police Department and left the department mid-June.

Officer Mac Burrell resigned from the department effective July 17, 2012. This left Officer Zack Johns and I as the sole officers within the department until new officers could be recruited, tested, screened, hired and trained.

Officer George Wintle, a formerly retired Texas officer, started with the department on August 31<sup>st</sup>, several days earlier than scheduled, after Officer Zack Johns was injured on duty on August 30<sup>th</sup> and placed on light duty through September and half of October. Wintle is highly experienced and required only community and department orientations to begin work. He will attend the Alaska APSC Recertification Academy in January.

Officer Nate Taylor, formerly from Sand Point (AK) and Anchorage PDs, started work on September 17<sup>th</sup>. He also was experienced and required only community and department orientations to begin work.

Officer David Johnson reported to duty on October 8<sup>th</sup>. He has academy training but requires several months of field training before he can be certified by the Alaska Police Standards Council. Johnson's training continues beyond year-end.

With Council's authorization of a new Officer position for 2013, advertising began at year-end and recruitment continues.

**DISPATCH:** Linda Brown filled a vacant dispatch position on February 6 and, following her training, resigned on September 26<sup>th</sup>.

Communications Clerk Adam Farnes was terminated from the department on August 9, 2012. This left three Communications Clerks and one Communications Lead to cover 24x7 staffing and DMV until replacements could be recruited, tested, screened, hired and trained. Communications Clerks Natalie Webb and James Thorne were hired as replacements and began work October 8<sup>th</sup> and 13<sup>th</sup>, respectively. Both are now trained and working solo in their new positions.

**CSO:** Laura Kacsh, our seasonal Community Service Officer, served the department from May 23<sup>rd</sup> through August 18<sup>th</sup> when she left to attend College.

## JAIL

There were 27 prisoners for the 1<sup>st</sup> quarter serving a total of 36.5 days. During the 2<sup>nd</sup> quarter the Cordova Police department housed 42 inmates for a total of 94 man-days. During the 3<sup>rd</sup> quarter the Cordova Police department housed 25 inmates for a total of 72 man-days. Over the 4<sup>th</sup> quarter, Cordova Jail housed 15 inmates for a total of 32.5 man-days in custody.

Overall, for 2012, Cordova housed 109 inmates for a total of 235 man-days in custody.

## DMV

Open 31 days for the first quarter (about 2.5 days a week). 365 customers completed transactions totaling \$21,668.  
2<sup>nd</sup> Quarter: DMV was open 36 days for the quarter on the Spring/Summer schedule of Thursday, Friday and Saturday from 8 a.m. to 3:30 p.m. 821 customers completed transactions totaling \$47,696.00  
3<sup>rd</sup> Quarter: DMV was open 32 days for the quarter, which includes 9 Saturdays. 807 customers completed transactions totaling \$34,312 (Gross receipts).  
During the 4<sup>th</sup> quarter DMV was open 28 days and completed 491 transactions totaling \$18,988.00 in fees.

For 2012 DMV was open 127 days, completed 2,484 transactions totaling in \$122,664 in fees.

## TRAINING

During the first quarter of 2012, Nancy Gentry attended the Association of Public Safety Communications Officials, Intl. (APCO) Regional Conference at the end of February/beginning of March. In March, Linda went to DMV training, Rick and Adam both attended A.P.S.I.N. Full Access training and Zack attended the REID Interview training. During the second quarter of 2012, Officer Shane Musgrave attended the Glock Armorers School and I attended the Alaska Peace Officers' Association annual training conference in May. I attended the International Association of Chiefs of Police Annual training conference in San Diego, CA from August 24<sup>th</sup> until October 4<sup>th</sup>. On October 5<sup>th</sup> with Fire Marshall Paul Trumblee and Fire Chief Mike Hicks, I attended train-the-trainer sessions on the new portable Emergency Operations Portable radio communications system obtained with 2010 Homeland Security Grant. The equipment is now in Cordova and available for use when necessary. Later, during October, Officer Johns attended a Department of Public Safety Train the Trainer session on the new statewide traffic crash reporting system going into effect on January 1<sup>st</sup>. From the 22<sup>nd</sup> through 26<sup>th</sup>, Dispatcher Natalie Webb attended DMV training in Anchorage. During December, I attended the annual APSC Executive Development Seminar for command officers in Anchorage. Officer Zack Johns travelled to Chicago where he received a week of K-9 Obedience (Handler) training while picking up the Department's most recent staff member, Sage. Sage is a 6 year old German Shepherd drug-detection dog. Both Sage and Johns will require further training before they are certified as a drug-detection team. Finally, at the end of December Officer Johns conducted a training session for CPD and AWT officers on how to sue the new State Crash

## **PROJECTS**

**Records Management System:** We deployed our new records management system, Sleuth, during the first Quarter of 2012.

**Jail Surveillance Cameras:** The Jail surveillance camera upgrade was complete early in the second quarter of 2012, with the addition of new exterior cameras around the exterior of the city hall.

**Enhanced 9-1-1:** On June 5<sup>th</sup> & 6<sup>th</sup>, 911 consultant George Molczan was in Cordova. He met with the City Council's E-911 Committee and reviewed the 911 procedure currently used in dispatch. Later in the second quarter we received the draft 911 consulting report which was reviewed by the 911 Committee. Recommendations were made by the committee to the Consultant for clarification on a few topics. Based upon these, a modified report was received, reviewed by the committee and recommendations made to Council. Council concurred with the report's recommendations and actions were taken in furtherance. In collaboration with City Planning, a draft city code change regarding addressing standards and procedures for Cordova was developed. These ordinances were subsequently passed and are now effect. Police and Planning continue to work on "cleaning up" the city's addresses and in developing an RFP for GIS addressing support. The successful bidder for the 911 system, ProComm, is currently updating their prior proposal based upon the technology advances and price changes since the city selected their proposal. A revised bid is expected in January.

**Radio System:** Radio Console/System narrow-banding: During June ProComm was in town for a site visit in preparation for the dispatch radio narrow-banding project; the CCMC radio system was inspected and quotes received for repairing it. This work was later completed by a local contractor. The City did install necessary antenna grounding in preparation for a new radio and antenna to be installed during the radio reprogramming and upgrade. AK DHS completed and submitted their final consulting report on Cordova's emergency radio communications system. Their recommendations were followed in coordination with our radio engineers in setting up new ALMR "Talk-groups" for Police and Fire/EMS (in addition to our existing radio frequencies) and designing a new set of programming for the radio system that will better meet our needs into the future. Our engineers also completed the lengthy process of re-licensing our various radio sites and frequencies for narrow-banding. In early November, ProComm came to Cordova and reprogrammed the radio system and all city public safety radios. The system is now operational on the ALMR network and compliant with FCC Regulations for narrow-banding. Some adjustment in 2013 of our FCC licenses to correct errors made many years ago (regarding the physical GPS Coordinates of our transmitter sites) will still be required but these fees were included and paid during 2012.

**Evidence Lockers:** In November the department purchased a new evidence locker and locking system for our legacy lockers. Together with a new procedure for handling evidence items, this should meet professional standards for evidence handling and processing within the department.

## **PUBLIC RELATIONS**

Our department participated in the Cancer Walk on April 28<sup>th</sup> by hosting a bake sale in the City parking lot. Approximately \$250 was raised by the bake sale and all proceeds were donated to the Cancer Walk fund.

Officer Johns taught D.A.R.E. at the Elementary School over the school year.

April 8<sup>th</sup>-14<sup>th</sup> we recognized our dispatchers for National Telecommunication Week. This was also used as an opportunity to publish an educational article in the Times regarding proper 911 use.

Our department participated in the Cancer Walk on April 28<sup>th</sup> by hosting a bake sale in the City parking lot. Approximately \$250 was raised by the bake sale and all proceeds were donated to the Cancer Walk fund.

Our department participated in a drug awareness program in cooperation with Law Publications. As a result the department received a significant number of drug awareness booklets. We also received a significant number of public safety related booklets for children and youth, from anti-bullying to fire safety. These booklets were distributed by the department to the booklet's sponsors, at the schools, and used in the annual Sobriety Celebration.



## Planning Department Memorandum

Planning Department  
Date: January 8, 2013  
Re: 4<sup>th</sup> Quarter Report

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The purpose of this report is to summarize the major accomplishments of the Planning Department during the 4<sup>th</sup> quarter of 2012 from October 1, 2012 to December 31, 2012.

- 15 Building Permits were issued this quarter
- Code Chapters 8 is back from Lawyer going through staff review and 14 is at lawyer.
- Samson Land Swap is moving forward; RFP for has flown for electrical work and the contract is on the contract, water and sewer have bid for their portion, Josh has been working on the logistics of the move.
- Signed the contract with a Profession facilitator to develop for the Southfill expansion public meetings. Prep work for meeting will begin in late January through mid-February, Meetings will occur sometime this spring.
- Close to having a Hazard Mitigation update completed. Goal to have a final draft on P&Z meeting in February
- Worked on budget and fee schedule
- Working on Ski hill contract, FAA electrical, and electrical billing between ski hill and city
- Meet with Eyak Corporation and Farpoint Land Service to develop working relationship on SLUP lot platting.
- Issued land use permits, variances and encroachment permits.
- Addressed public questions, concerns and issues as they came up throughout the quarter.

# CITY OF CORDOVA



Date: 1/9/13  
To: City Council  
From: City of Cordova Parks and Recreation Dept.  
Re: 4<sup>th</sup> Quarter Report 1012

Dear Council;

You will find we have attached a 4<sup>th</sup> quarter report from the aquatics department! As most of you already know, our focus at the pool over the past 3 years has certainly **not** been compiling data and purchasing a new computer. In a brief examination of data collected in the 4<sup>th</sup> quarter in 2011, it is easy to see that our renovation is paying off. We appreciate your patience with this and are excited to have the data we collect easily accessible. We really hope to see a continued increase in revenue and attendance in 2013. Without having to plan any major renovation or repair at the pool we can now really focus on program development and our data will help guide the way.

We do plan to drain the pool in April. We need to inspect the liner and make sure there are no leaks while the liner is still under warranty. The good news is that we don't have to grind the pool bottom and wait for the paint to dry prior to filling back up and opening our doors. We anticipate a 5-7 day closure.

After 4 years of huge growth in revenue at Bidarki Rec. Center we seem to have plateaued. The interesting thing is that our attendance continues to improve. I suppose this means the folks buying passes are more committed than they were in the past.

We do have a few new tricks up our sleeve for increasing membership in 2013. We have decided to offer beginner level fitness classes along with a **10 Day Challenge** for those with New Year's Resolutions. The challenge is to get to the gym 10 days in a row and the reward is to receive a 20% discount on an annual pass. You will see how it went in our 1<sup>st</sup> quarter report for 2013!

Odiak Camper Park Revenue continues to climb steadily. Summer Camp revenue was strong and steady. We made just a hair less than last year but offered one less session due to the shortened summer break. Our office only ever sees revenue received for the tables rented by vendors at the Christmas Bazaar. I am quite sure however, based on vendor feedback that the tax revenue increased substantially. I think we all know that Mt. Eccles was a great venue and we look forward being there again.



City of Cordova - Parks and Recreation Dept.  
 Bob Korn Pool 04 Quarter 2012

04 Quarter Revenue 2012

Month	Drop in	Passes	Combo Passes	Rentals	Lessons	Other	Total
October	\$ 495.00	\$ 595.00	\$ 490.00	\$ 325.00	\$ 288.00		\$ 1,900.00
November	\$ 444.00	\$ 1,395.00	\$ 1,320.00	\$ 100.00			\$ 3,259.00
December	\$ 485.00	\$ 210.00	\$ 150.00	\$ 250.00			\$ 1,095.00
<b>Total</b>	<b>\$ 1,424.00</b>	<b>\$ 2,200.00</b>	<b>\$ 1,960.00</b>	<b>\$ 675.00</b>	<b>\$ 288.00</b>	<b>\$ -</b>	<b>\$ 6,259.00</b>

04 Quarter Attendance

Month	AM-Lap	Noon Lap	PM Lap	AM-Ex	PM-Ex	Lessons	Fam Open	Fri Open	Sat Open	Tot Swim	X-mas open	Total
Oct.	135	76	58	66	19	20	95	0	87	60		449
Nov.	117	53	69	51	38	16	67	21	72	49		416
Dec.	95	80	62	28	20	59	59	62	118	32	92	498
<b>Total</b>	<b>347</b>	<b>209</b>	<b>189</b>	<b>145</b>	<b>77</b>	<b>36</b>	<b>221</b>	<b>83</b>	<b>277</b>	<b>141</b>	<b>92</b>	<b>1363</b>

City of Cordova - Parks and Recreation Dept.  
 Bidarki Rec. Center 4th Quarter 2012

4th Quarter Revenue 2012

Month	Drop in	Passes	Programs	S.Cabin	Odiak	Other	Total
oct	\$ 123.00	\$ 2,355.00	\$ 1,125.00	\$ 50.00	\$ 10,467.68	\$ 350.00	\$ 14,470.68
nov	\$ 227.00	\$ 14,791.00	\$ 1,155.00	\$ 50.00	\$ 1,072.72	\$ 350.00	\$ 17,645.72
dec	\$ 248.00	\$ 5,990.00	\$ 60.00	\$ 50.00	\$ 892.68		\$ 7,240.68
<b>Total</b>	<b>\$ 598.00</b>	<b>\$ 23,136.00</b>	<b>\$ 2,340.00</b>	<b>\$ 150.00</b>	<b>\$ 12,433.08</b>	<b>\$ 700.00</b>	<b>\$ 39,357.08</b>

4th Quarter Attendance

Month	Aero	Tot Time	HS Gym	Y.Programming	Adt. B Ball	Adt V Ball	WR	OG	Total
oct	135	87		245	74	132	987	486	2146
nov	171	107		285	71	106	1028	631	2399
dec	100	25			70	75	900	400	1570
<b>Total</b>	<b>406</b>	<b>219</b>	<b>0</b>	<b>530</b>	<b>215</b>	<b>313</b>	<b>2915</b>	<b>1517</b>	<b>6115</b>

BIDARKI 2012 REVENUE REPORT

<u>ACCOUNT</u>	<u>2012</u>
ODIAK CAMPER PARK	\$62,315.13
SHELTER COVE	\$1,277.21
SKATER'S CABIN	\$3,605
FACILITY RENTAL	\$75
FISHERMAN'S MEMORIAL	\$1,400
YOUTH SPORTS	\$1,620
ICEWORM	\$240
SUMMER CAMP	\$10,502
CHRISTMAS BAZAAR	\$2,110
DROP IN FEES	\$5,598
BIDARKI PASSES	\$40,961
POOL PASSES (sold at Bidarki)	\$8,925
MISCELLANEOUS	\$1,400
	-----
	\$140,028.34

## Susan Bourgeois

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**From:** Allen Marquette <sciencepulse@gmail.com>  
**Sent:** Friday, December 14, 2012 1:19 PM  
**To:** Susan Bourgeois  
**Subject:** the Whitshed Road Re-construction with Bicycle/Pedestrian Pathway Project

**Yes, I support the Whitshed Road Re-construction with Bicycle/Pedestrian Pathway Project and I'm asking that the counsel members support this project.**

Sent from my iPad

## Susan Bourgeois

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**From:** Rebecca Dodge <becca1974@gci.net>  
**Sent:** Sunday, December 16, 2012 10:32 AM  
**To:** Susan Bourgeois  
**Subject:** Whitshed road re-construction

Hi Susan,

I will not be able to attend the City Council meeting scheduled for Tuesday, December 18, but I would like to submit my support of the Whitshed Road Re-Construction with Bicycle/pathway. I would also like the City Council to support this opportunity to make a dangerous road much safer for all whom walk, bike and drive.

Thank you for your time,

Rebecca Dodge

Sent from my iPad

## Susan Bourgeois

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**From:** Annette Janka <annettej@ctcak.net>  
**Sent:** Saturday, December 15, 2012 7:14 PM  
**To:** Susan Bourgeois  
**Subject:** Whitshed Road reconstruction

To the Cordova City Council:

I was very pleased to hear about the possible reconstruction on Whitshed Road that would create a bicycle and pedestrian path. I have been walking along this section of road every day recently to access the trail up to the reservoir for snowshoeing, and feel endangered by the close proximity of the cars. I would wholeheartedly support this project.

Thank you.  
Annette Janka

## Susan Bourgeois

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**From:** Vera Rutzer <verafa7@yahoo.com>  
**Sent:** Saturday, December 15, 2012 4:44 PM  
**To:** Susan Bourgeois  
**Subject:** Whitshed Road Reconstruction with a bicycle/Pedestrian Pathway

Yes, I support the Whitshed Road Re-construction with Bicycle/Pedestrian Pathway Project and I'm asking that the counsel members support this project.

Sincerely,

Vera Rutzer  
P.O.Box 2371  
Cordova

## Susan Bourgeois

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**From:** Tanya Zastrow <tanyalzastrow@hotmail.com>  
**Sent:** Sunday, December 16, 2012 10:27 PM  
**To:** Susan Bourgeois  
**Subject:** Whitshed Road Reconstruction

Dear Council Members,

I greatly support the Whitshed Road Reconstruction project with a bicycle and pedestrian pathway for the first mile of Whitshed Road. This a fantastic opportunity for our community and will allow Cordovan's to walk and bike to town/work much more safely than what the current road offer now. I am asking the council member to please support this project.

Sincerely,  
Tanya Zastrow

Sent from my iPad



## Susan Bourgeois

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**From:** Lauren Padawer <lauren.padawer@gmail.com>  
**Sent:** Friday, December 14, 2012 3:49 PM  
**To:** Susan Bourgeois  
**Subject:** Whitshed Road Re-Construction with bicycle and pedestrian pathway STIP project

Dear Cordova City Council,

I am unable to attend the December 19 City Council meeting, so I wanted to take an opportunity and share some comments by email in regards to the State of Alaska STIP project for Whitshed Road Re-Construction with bicycle and pedestrian pathway. Please include my comments in the City Council's packet for the meeting.

I am in full support of the project as it is written. I think it is a highly beneficial project, not just for Whitshed residents, but many citizens of Cordova. I have been a resident at 100 Whiskey Ridge Rd/ 100 Hendrichs Loop for almost 8 years. I frequent this road by vehicle everyday and I will attest to pedestrian/bicycle use averaging 50-75% of the time year-round. The road is in disrepair despite recent re-pavement in the last 6 years. Of course, high pedestrian use of this section of road is particularly due to the ballfield, Eccles Reservoir trail and the City Trailer court. I see people of all ages, but most often children. I know many local adult residents will benefit as well, but I think the project is most important to have safe routes for children, especially since this is a narrow and curvy section of road with several blind spots.

Thank you for the opportunity to share my comments.

Kind regards,

Lauren

--

Lauren Padawer  
100 Whiskey Ridge Rd.  
PO Box 394, Cordova, AK 99574  
phone/fax: 907.424.4695  
cell: 314.853.8751  
email: [lauren.padawer@gmail.com](mailto:lauren.padawer@gmail.com)

## Susan Bourgeois

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**From:** Richard and Debbie Collins <rcollins@ctcak.net>  
**Sent:** Monday, December 17, 2012 8:01 PM  
**To:** Susan Bourgeois  
**Subject:** Whitshed RD

Susan,  
Please pass this along to the council for the December 19th mtg.

We are in favor of the reconstruction with bike path and pedestrian path along Whitshed Rd. It is scary riding bike, and its scary driving when bicyclists, and pedestrians are on the road. This is the opportunity to get something done for less. When the state and NVE funds it makes sense to fund this project now.

Rich and Debbie Collins

## Susan Bourgeois

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**From:** ellen americus <pwsilp@ctcak.net>  
**Sent:** Monday, December 17, 2012 8:54 PM  
**To:** Susan Bourgeois  
**Subject:** Whitshed road Reconstruction with bicycle and pedestrian pathway STIP project

Dear Cordova City Council,

I will not be able to attend the Dec 19 City Council meeting, so I write this in support of State of AK STIP project for Whitshed Road reconstruction with bicycle and pedestrian pathway. Please include my comments in the City Council's packet for the meeting.

The first mile of Whitshed Road is presently dangerous for the bike rider and pedestrian, with no shoulder. It is congested with cars and big trucks. The bikers and pedestrians that use it are often children. Please make this stretch a SAFE ROUTE TO SCHOOL, for children, pedestrians and bikers by supporting this proposal. This project will increase Cordova's quality of life, and help Cordova be more energy responsible by encouraging safer biking and walking.

Thanks you ,

Ellen Americus  
Orca Road  
PO Box 802  
Cordova, AK 99574  
Phone 907-424-7335  
[pwsilp@ctcak.net](mailto:pwsilp@ctcak.net)

## Susan Bourgeois

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**From:** Bob Berceli <rsberceli@gmail.com>  
**Sent:** Wednesday, December 19, 2012 2:08 PM  
**To:** Susan Bourgeois  
**Subject:** Support for Whitshed Rd reconstruction

Hi Susan,

I want to express my support for the Whitshed Road reconstruction and bike path to the ball park.

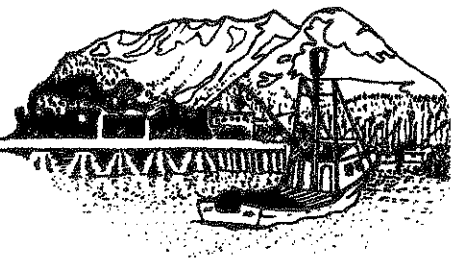
Pot holes near the city shop has always been a problem area and is a significant public safety hazard as hitting these can cause damage to tie rods and ball joints that are essential for steering a vehicle and keeping the wheels upright. Failure of either of these at speeds on the highway to the airport could well prove fatal!

Please express my support and concerns to the City Council.

Thank you

Robert Berceli

# CITY OF CORDOVA



December 21, 2012

The Honorable Lisa Murkowski  
United States Senate  
709 Hart Senate Building  
Washington, DC 20510

Dear Senator Murkowski:

This letter is to follow up and express my appreciation for a meeting on October 23<sup>rd</sup> in your Washington office with Miles Baker and Karen McCarthy. All of your staff there were very helpful, and Mr. Baker and Ms. McCarthy took the time necessary to listen and discuss the issues presented on behalf of the City of Cordova.

This is a quick summary of the issues we discussed:

- 1) Cordova Center funding. Packets on the project were provided that outlined the current status of the facility. We discussed some of the history with EVOS funding portion of the project, and how this project will help mitigate the long term impact to the community of Cordova from the 1989 oil spill.
- 2) The Secure Rural Schools program. Commonly called the timber receipts program, funds have been provided by the federal government for many years from timber harvests in national forests to local communities. In 2004 the program was authorized for six years based on a funding formula unrelated to timber harvests, and became known as the Secure Rural Schools program. Last year the program was given an additional year of authorization for federal fiscal year 2013. There are various efforts in the House and Senate to reauthorize the program.
- 3) Copper River Highway Bridge 339. Last year the Copper River scoured out the abutments of Bridge 339 on the Copper River Highway. The bridge has been condemned, thus cutting off access to the Childs Glacier park facility and the Million Dollar Bridge. Estimates by the AK Dept. of Transportation have substantially increased replacement costs, with the likely need for a new bridge with a span of up to 1,200 feet. Enhanced federal funding will help move up the construction schedule under the annual transportation construction program.

Mr. Baker pointed out that earmarks in Congress are difficult at best. I appreciated his frankness, and offered to provide Jeremy Price with any information necessary to get these projects considered.

A great deal of time was spent discussing the Secure Rural Schools program. I also met with Chuck Kleeschulte, staff to the Senate Energy Committee, in order to obtain his

insights on this issue. A statement of support for the program is being prepared for the City of Cordova, and will be provided to you and your colleagues in the near future.

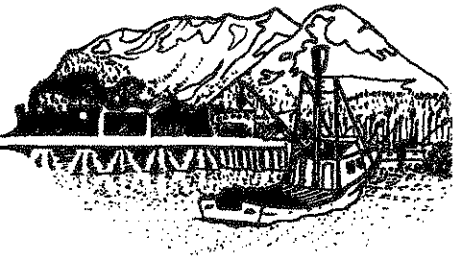
These issues are the federal priority concerns for the City of Cordova. As Mayor, I will direct and insure that any necessary information is provided to you and your office. All of the efforts of you and your staff are greatly appreciated, and have been extremely helpful.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Kallander". The signature is fluid and cursive, with a prominent initial "J" and a long, sweeping underline.

Jim Kallander, Mayor  
City of Cordova

# CITY OF CORDOVA



December 21, 2012

The Honorable Mark Begich  
United States Senate  
111 Russell Senate Office Building  
Washington, DC 20510

Dear Senator Begich:

This letter is a follow up from a meeting on October 23<sup>rd</sup> in your Washington office with Stef Claus, legislative correspondent. Ms. Claus took notes, and indicated she would brief James Feldman, legislative assistant.

This is a quick summary of the federal priorities for the community of Cordova that were discussed:

- 1) Cordova Center funding. A packet on the project was provided that outlined the current status of the facility. We discussed some of the history with EVOS funding portion of the project, and how this project will help mitigate the long term impact to the community of Cordova from the 1989 oil spill.
- 2) The Secure Rural Schools program. Commonly known as the timber receipts program, funds have been provided to local communities by the federal government for many years from timber harvests in national forests. The program was authorized in 2004 for six years based on a funding formula unrelated to timber harvests, and became known as the Secure Rural Schools program. Last year the program was given an additional year of authorization for federal fiscal year 2013. There are various efforts in the House and Senate to reauthorize the program.
- 3) Copper River Highway Bridge 339. Last year the Copper River scoured out the abutments under Bridge 339 on the Copper River Highway. The bridge was totally condemned, thus cutting off access to the Childs Glacier park facility and the Million Dollar Bridge. Estimates by the AK Dept. of Transportation have substantially increased replacement costs, with the likely need for a new bridge with a span of up to 1,200 feet. Enhanced federal funding will help move up the construction schedule under the annual transportation construction program.

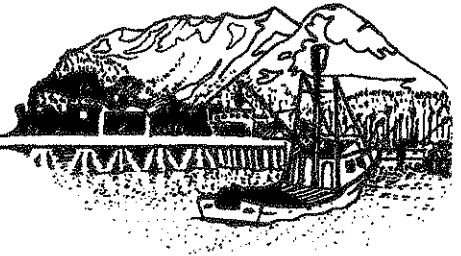
Thank you for your time and consideration. Please let us know if any additional information is helpful.

Sincerely,

Jim Kallander, Mayor  
City of Cordova

# CITY OF CORDOVA

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December 21, 2012

The Honorable Don Young  
United State House of Representatives  
2314 Rayburn House Office Building  
Washington, DC 20515

Dear Congressman Young:

This letter is to follow up and express my appreciation for a meeting on October 22<sup>nd</sup> in your Washington office with Erik Elam, Legislative Director. Mr. Elam spent over an hour listening to the federal priority issues for the City of Cordova. As Mayor for the City, I appreciated that he took notes, and offered some helpful insights and perspectives.

This is a quick summary of the issues we discussed:

- 1) Cordova Center funding. A packet on the project was provided that outlined the current status of the facility. We discussed some of the history with EVOS funding portion of the project, and how this project will help mitigate the long term impact to the community of Cordova from the 1989 oil spill.
- 2) The Secure Rural Schools program. Commonly known as the timber receipts program, funds have been provided to local communities by the federal government for many years from timber harvests in national forests. The program was authorized in 2004 for six years based on a funding formula unrelated to timber harvests, and became known as the Secure Rural Schools program. Last year the program was given an additional year of authorization for federal fiscal year 2013. There are various efforts in the House and Senate to reauthorize the program.
- 3) Copper River Highway Bridge 339. Last year the Copper River scoured out the abutments under Bridge 339 on the Copper River Highway. The bridge was totally condemned, thus cutting off access to the Childs Glacier park facility and the Million Dollar Bridge. Estimates by the AK Dept. of Transportation have substantially increased replacement costs, with the likely need for a new bridge with a span of up to 1,200 feet. Enhanced federal funding will help move up the construction schedule under the annual transportation construction program.

Mr. Elam pointed out that earmarks are difficult at best. I appreciated his frankness. Nonetheless, we spoke about some potential strategies that could be considered. For example, the US Forest Service has invested substantially in facilities located at the Childs Glacier that are currently inaccessible without Bridge 339.



We also discussed advocacy efforts by the House Natural Resources Committee to encourage funding to local communities through increased forest receipts. Because of all your efforts as a senior member of this committee, Mr. Elam was very familiar with discussions about extending the authorization on the Secure Rural Schools program. Please extend my thanks and appreciation to Chairman Hastings for all the work you folks have done.

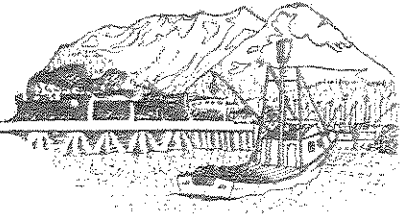
Again, this letter is primarily to express my appreciation for your efforts, and for the attention of your office while visiting Washington. If any additional information is helpful, please don't hesitate to get in touch.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Kallander". The signature is fluid and cursive, with a prominent vertical stroke on the left side.

Jim Kallander, Mayor  
City of Cordova

# CITY OF CORDOVA



Exxon Valdez Oil Spill Trustee Council  
4210 University Drive  
Anchorage, AK 99508-4626

December 26, 2012

Re: The Cordova Center

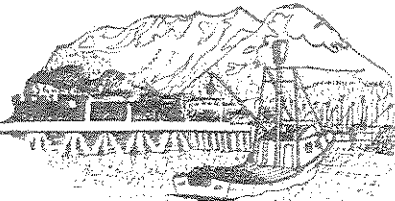
Exxon Valdez Oil Spill Trustees:

It is a well-known fact that in the aftermath of the Exxon Valdez oil spill, Cordova suffered greatly. Beyond the immeasurable damage caused to the environment, the spill had a devastating impact on the people of our community. No one will forget the images of oil drenched seabirds and black beaches splashed across television screens in the spring of 1989. But what most people did not see, and what most don't fully comprehend, is the magnitude of human devastation that followed. Cordova's local economy plummeted after salmon and herring stocks fell and we watched helplessly as multi-generation fishing families were left with no choice but to sell out of the industry. Other than the \$2.5 million punitive damages award, which impacted only a few in the community, Cordova received zero compensation for economic loss from the oil spill.

Cordova has always been in dire need of a place for the community to meet, grow, and prosper. Community leaders felt this need grow exponentially in the years that followed the Exxon spill. In 2000, Cordova began the early planning stages for the Cordova Center, which included numerous meetings involving the entire community. Grants from a variety of agencies and foundations contributed to the initial development. The Exxon Valdez Oil Spill Trustee Council was first approached for support of the Cordova Center in 2003. Five years later in 2008, the Trustee Council came to Cordova to hold a public meeting on the matter. Over the course of six hours in a packed gymnasium with standing room only the Council heard public testimony demonstrating the community's strong and unanimous support for the Cordova Center. At that time, the engineers estimate to complete the facility was just over \$18 million. The Trustee Council voted to fund the Cordova Center with \$7 million, or one third of the total cost, which ever was the lesser amount.

Following the Council's vote of support, the city believed that the funding for the project would be available within months. It was not. The city immediately began applying for additional support for the project through grants. When the city started the project in August of 2010, the funds promised by the Trustee Council still had not been released. Several grants obtained by the city were due to "time out" if construction did not begin. The Trustee Council was made aware of those deadlines nearly two years prior in 2008. Because the funding was not released in time, the cost estimate had increased to almost \$24 million by the time construction began. If

# CITY OF CORDOVA



the funding promised by the Council had been available in 2008, within a reasonable time after the Council's vote to provide the set amount, we could have broken ground and taken advantage of a slow economy and the low cost of steel at that time. By 2010, the economy was improving and construction costs had rebounded. As a direct result, we have faced massive cost increases in our effort to provide Cordova with the Cordova Center.

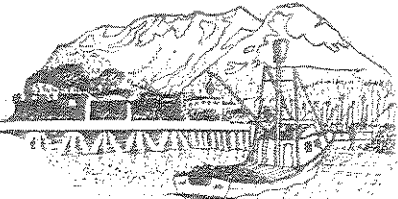
Since 2008, the city has continued to work with the administrators at the Trustee Council in an attempt to make the promised funds available for use. After years of correspondence and endless paper trails of requests for additional information from the Council we continued to see additional delays in receiving the funds. In early 2011, the city was able to read the Council's final grant language. In studying the terms of the grant it was realized that they would preclude the city from access to significant amounts of the grant due to certain restrictions applying to qualifying dates for reimbursement. There are significant issues with cash flow in this project, since the administrators terms would only reimburse one third of the invoices. Furthermore, the city was forced to take out a line of credit at a local bank to pay bills while waiting for reimbursements from the grant, which continues to increase overall facility costs. At this time, 50 % of the Cordova Center's construction has been finished and the rest is underway or scheduled to begin. Our only roadblock at this time is the lack of fluid cash flow, especially with regard to reimbursements from the grant. Providing Cordova with the Cordova Center continues to be our top priority. We remain committed to the successful completion of this effort and are hopeful that the Trustee Council will understand our circumstance and desire for modifications at this time.

As you are aware, the Trustee Council's allocated support for this project is one of the largest portions of funding we have. Delays in providing funding have greatly increased the cost of completion and strained planning efforts and overall productivity. The following modifications requested would alter the grant language to alleviate some of these issues.

At this time, the City of Cordova respectfully requests three actions from the Trustee council:

1. The Trustee Council modify the grant to allow administrators to pay 100% of receipts up to the limit of the grant award. This will eliminate the cash flow problem and reduce unnecessary interest charges.
2. The Trustee Council waive the "qualifying dates" and recognize the full cost of the project. Not doing so in effect insures that the lesser amount will be less than 1/3 the total cost.

# CITY OF CORDOVA



3. The Trustee Council increase the grant amount by \$1.3 million, which will be in keeping with one third of the total cost. The delays in the start of construction while waiting for the Trustee Council administrators releasing of funds was the causal result of the increase in estimated completion cost in 2010. It is now 2013 and the final completion cost is anticipated to be higher than estimated in 2010.

The City of Cordova has always been and continues to be sincerely grateful to the Trustee Council for its support of our Cordova Center. We take great pride in our partnership and look forward to hosting scientific seminars, meetings, and other important events in the building in the future upon completion. We humbly request your understanding and an increase in assistance so that we might complete the Cordova Center and provide a space for meaningful dialogue, continued healing and support, and right action.

Sincerely,

Jim Kallander  
Mayor of Cordova

Enclosures



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](mailto:citymanager@cityofcordova.net)  
Web: [www.cityofcordova.net](http://www.cityofcordova.net)

# CITY OF CORDOVA

## *Office of City Manager*

January 8, 2013

Memo to City Council  
Re: Samson Land Swap Summary and Cost Estimate

Currently the area that the City's marine lift actively uses consists of about 1 acre of land. In addition there is a non-adjacent boat trailer and storage located along the perimeter of the Ocean Dock Subdivision. This separated area is not efficient and does not meet the needs of haul out area.

The concept of swapping land with Samson Tug and Barge was developed to consolidate the boat haul out property. Moving the Samson facility towards the ferry terminal allows the boat haul out to have 1.76 acres of consolidated property to use for hauling out, boat work, and storage. It will also be less wear and tear on the lift because travel distances will be reduced.

As of today these things have been accomplished toward the consolidation:

1. A survey along with a preliminary plat of two properties;
2. A vacation of Boat Dock Road and a portion of Barnacle Boulevard;
3. A legal agreement that both parties agreed upon for the land swap;
4. An appraisal of "useable space" of the properties;
5. A Phase 1 environmental assessment;
6. RFP for moving and re-feeding the electrical requirements for Samson;
7. Planning and logistics for the relocation of boats and Samson's equipment and buildings.

The future timeline is to have all electrical and large buildings moved by April 1<sup>st</sup>. The boats and smaller Samson facilities will be moved in a fashion that allows the boat haul out and Samson to continue to do business.

During the 2013 budget process, Council requested staff bring forward a budget for this project which is attached. Council action is required to determine where funds for this project will be drawn, if any are to be allocated.

**Recommended action:** Voice Vote.

I move the City Council approve the scope and budget for the Samson/CoC land swap and directs the City Manager to identify a source of funds to execute the work.

Donald Moore  
City Manager

<b>Samson/CoC Land Swap</b>	
<b>2012 expenses</b>	
Survey Work	\$5,296.00
appraisal fee	\$6,000.00
Environmental Assessment	\$6,385.00
Lawyer	\$1,500.00
<b>Subtotal</b>	<b>\$19,181.00</b>
<b>2013 expenses</b>	
Crane/operator	\$8,000.00
NLE Electrical work	\$79,505.50
Sand bedding and classified backfill	\$1,450.00
Legal Review	\$1,000.00
Surveyor	\$1,000.00
<b>Subtotal</b>	<b>\$90,955.50</b>
<b>CoC In Kind</b>	
Water/Sewer supplies and time	\$21,000.00
Move boats & Samson facilities	\$5,000.00
<b>Total Project Estimated Cost</b>	<b>\$136,136.50</b>



# CITY OF CORDOVA

## *Office of City Manager*

January 8, 2013

Memo to City Council  
Re: Samson Electrical Re-Feed project

**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 Northern Lights Electrical Company, of Cordova, Alaska, to in providing the necessary design work, material, equipment, and labor to disconnect the existing power service feeds and re-feed the electrical service’s to Samson tug and barge’s shop, office, and power distribution van in Cordova Alaska

The contract price is not to exceed Seventy-nine Thousand Five hundred and five dollars and Fifty Cents (\$79,505.50).

A summary of the nature and quantity of the performance the city shall receive is set forth in the attached letter from Northern Lights Electrical Company.

The time for performance for all work to be completed is April 1, 2013.

**Recommended action:** Voice Vote.

I move to direct the City Manager to enter into a contract with Northern Lights Electrical Company re-feed the electrical service’s to Samson tug and barge’s shop, office, and power distribution van for a sum of Seventy-nine Thousand Five hundred and five dollars and Fifty Cents (\$79,505.50).

Thank you,

Cathy R. Sherman  
Acting 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](mailto:citymanager@cityofcordova.net)  
Web: [www.cityofcordova.net](http://www.cityofcordova.net)

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## Northern Lights Electrical Company Profile

---

- Po Box 753 Cordova, AK 99574
- Phone 907-424-6464
- Fax 907-424-6463
- Holly Rikkola-Owner
- Paul Cloyd-Administrator -Who will be the person for decision making and also primary contact with the City. *cell phone 907-602-6463*

### Company Details

- Started March 2010
- Electrical Contractor
- Commerical-Industrial-Residential
- Licensed-bonded-insured
- Employs 4 local employees and is growing

### Assets

- Previously worked with City on many jobs and is located in Cordova.
- Pool, Cordova Center Phase1
- State Trooper Dock- new service and dock power, which both the dock and Cordova Center had large parrelled 3 phase underground feeders installed. Large 3 phase service equipment, MDP panels and 3 phase load centers.
- NLE has a 8000lb. Greenlee cable tugger and GB Hotbox capable of bending PVC up to 6" in diameter. Along with other miscellaneous tools and equipment located in Cordova.

*Holly Rikkola*  
*12-21-12*  
*cell phone 907-602-6464*



Northern Lights Electrical

Po Box 753

Cordova, Ak 99574

Ph 907-424-6464 Fx 907-424-6463

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Samson Facility Electrical Re-Feed Project

Scope of Work-

Day1- Disconnect and relocate 480V container. Disconnect office and shop services. Dismantal conduit feeds on 480V container. Remove feed wires from MDP in 480V container. Remove feed wires from 400Amp services and disconnects for shop.

Day2- Lay out trench paths. Have trench dug to shop, install conduit runs to 400 MDP. Install 400 Amp MDP layout feed wires. Set up pulling equipment.

Day3- Pull in 400 Amp feeders. Terminate feeders. Trench wire to office. Terminate office feeders. Terminate shop feeders.

Day4- Trench to 480 container. Install parrell conduit runs. Reconnect conduit runs to 480V container, layout feeder wire. Set up pulling equipment. Pull in feeder1.

Day5-Pull in feeder2. Terminate feeder. Switch out MDP panel interior. Reroute and refeed 400 Amp disconnect in 480V container.

**Trenching will be as follows:**

Trench to 480V container will be 225 feet long.

Trench to Shop will be 185 feet long.

Trench to Office will be 30 feet long.

All trenches will be 24" deep.

All trenches will be filled with a minimum of 4" fine sand on trench bed and minimum 4" fine sand on conduit surface.

  
12-21-12

Northern Lights Electrical, LLC.

PO Box 753  
 508 2nd st  
 Cordova, AK 99574

Phone # 907-424-6464 paul@northernlightselectricalalaska.com  
 Fax # 907-424-6463 Northernlightselectricalalaska.com

# Estimate

Date	Estimate #
11/19/2012	46

Name / Address
City of Cordova Po Box 1210 Cordova AK 99574

				Project
Description	Qty	Rate	Total	
350 MCM XHHW	2,080	8.60577	17,900.00	
4" PVC	1,020	2.3098	2,356.00	
3-0 THHN	160	5.90625	945.00	
350 MCM XHHW	2,080	8.60577	17,900.00	
#4 THHN	20	1.90	38.00	
ITE 400 amp panel	1	2,005.00	2,005.00	
600 amp interior cutler/hammer	1	2,500.00	2,500.00	
500 MCM XHHW	1	11,600.00	11,600.00	
Misc. materials	1	500.00	500.00	
#1-0 Triplex	50	2.75	137.50	
2" Conduit	40	2.10	84.00	
Cutter hammer 200 amp breaker 3 phase	2	750.00	1,500.00	
truck rental for cable	1	500.00	500.00	
Shipping	1	2,500.00	2,500.00	
Labor- 4 employees for 5 days	1	19,040.00	19,040.00	
		<b>Total</b>	\$79,505.50	

Effective: 11/25/2011  
Expires: 12/31/2013

**STATE OF ALASKA**  
**DEPARTMENT OF COMMERCE, COMMUNITY & ECONOMIC DEVELOPMENT**  
Division of Corporations, Business and Professional Licensing  
P.O. Box 110806, Juneau, Alaska 99811-0806

Certifies that

**PAUL CLOYD**  
Is a Licensed  
**ELECTRICAL ADMINISTRATOR**

Categories: UCW

Commissioner: Susan K. Bell

Assignment: NORTHERN LIGHTS ELECTRICAL, LLC CON 35345

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**No. 35345**

Effective: 12/13/2011  
Expires: 12/31/2013

**STATE OF ALASKA**  
DEPARTMENT OF COMMERCE, COMMUNITY & ECONOMIC DEVELOPMENT  
Division of Corporations, Business and Professional Licensing  
P.O. Box 110806, Juneau, Alaska 99811-0806

Certifies that

**NORTHERN LIGHTS ELECTRICAL, LLC**

Is a Registered  
**Specialty Contractor**

Specialties: Electrical

Commissioner: Susan K. Bell

Administrator: PAUL CLOYD EAD 1722

---

*Sally Rukola*  
12-21-12



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: AW

DATE (MM/DD/YYYY)

12/21/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Barrett & Associates, LLC 502 E Park Avenue Wasilla, AK 99654 Angie M White	<b>Phone: 907-373-5239</b> <b>Fax: 907-373-5248</b>	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>NOLI-01</b>		FAX (A/C, No):
	<b>INSURED</b> Northern Lights Electrical, LLC Po Box 753 Cordova, AK 99574		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : <b>Ohio Casualty Ins Co</b> INSURER B : <b>Liberty Northwest</b> INSURER C : <b>Lexon</b> INSURER D : INSURER E : INSURER F :	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	BKS54916912	11/04/2012	11/04/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	X	X	BAS54916912	11/04/2012	11/04/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WC41NC19160-012 MEMBER EXCLUDED	02/04/2012	02/04/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Spec Cont Lic Bond			9812666	03/02/2012	03/02/2013	Limit: 5,000

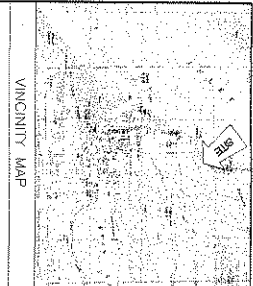
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of insurance.  
 job: Samson Facility Electrical re/feed  
 Certificate holder listed as Additional Insured with a Waiver of Subrogation on the General & Auto Liability policies.

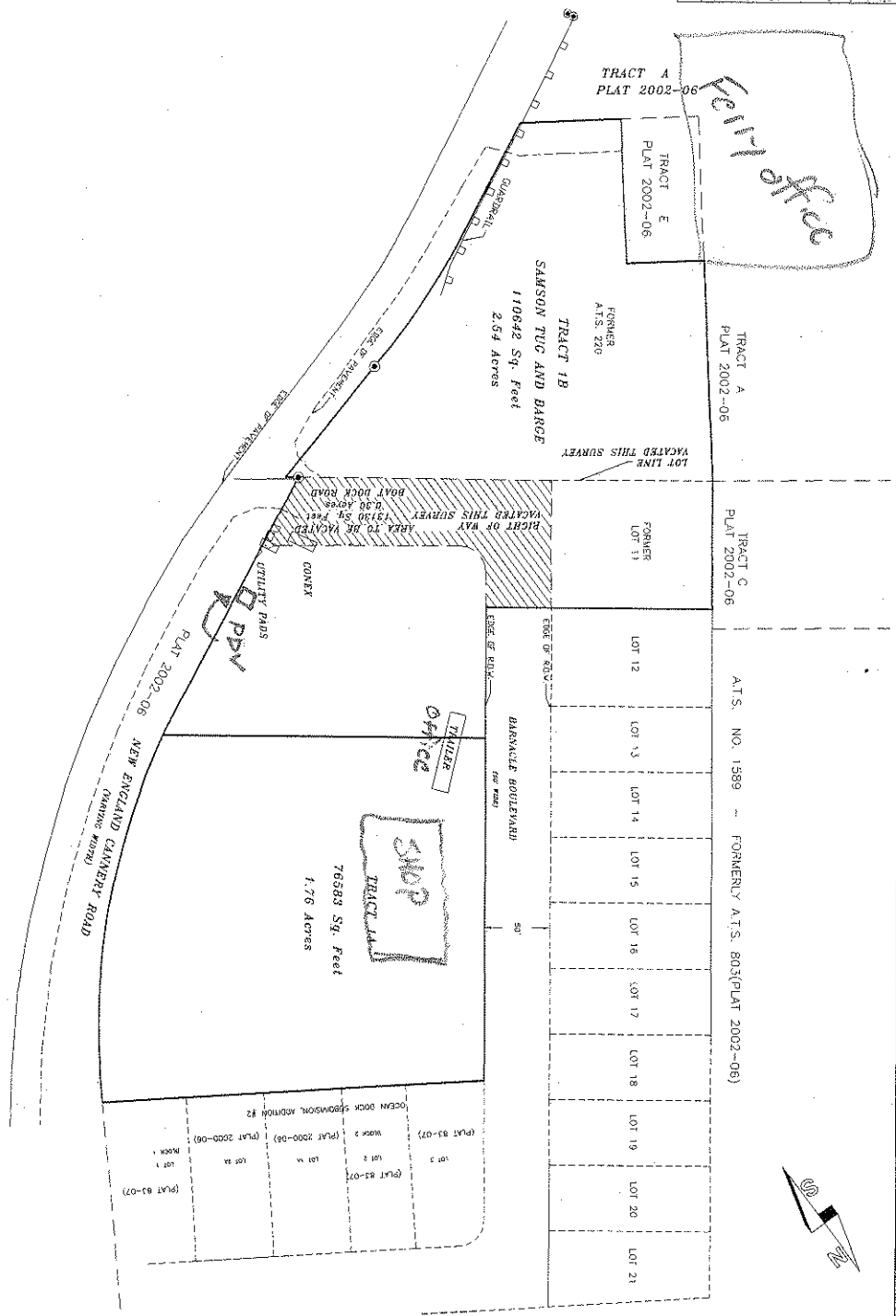
<b>CERTIFICATE HOLDER</b>  CITYOFC  City of Cordova PO Box 1210 Cordova, AK 99574	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Angie White</i>
---	--

© 1988-2009 ACORD CORPORATION. All rights reserved.

*John Krikola 12-21-12*



VINCINITY MAP  
SOURCE: USGS DUPRESCALE  
CORNOVA (C-5) SW



- NOTES:
1. SUBJECT TO ALL CONDITIONS, SPECIFICATIONS, EASEMENTS, COVENANTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.
  2. SUBJECT TO ALL CITY RIGHT LINES.
  3. ST. DENNY SURVEYING INC. ASSUMES NO RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS OF ANY KIND WHATSOEVER IN TERMS OF CONTENT SHOWN HEREON AND DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, TO THE CONTENT INTO ANY MATTER RELATING TO THE INFORMATION SHOWN HEREON.
  4. LOCATION OF PUBLIC UTILITIES ARE PER FIELD INSPECTION AND AVAILABLE RECORDS WITH NO GUARANTEE OF ACCURACY, PRESSURE, SAID LOCATIONS ARE FOR GENERAL REFERENCE ONLY AND NOT TO BE USED FOR CONSTRUCTION OR ENGINEERING PURPOSES.

PRELIMINARY

Existing Samson facility layout

**OWNER'S AFFIDAVIT**  
I, \_\_\_\_\_, owner of the above described premises, do hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief.

**NOTARY ACKNOWLEDGMENT**  
Notary Public for the State of Alaska  
My commission expires on \_\_\_\_\_.

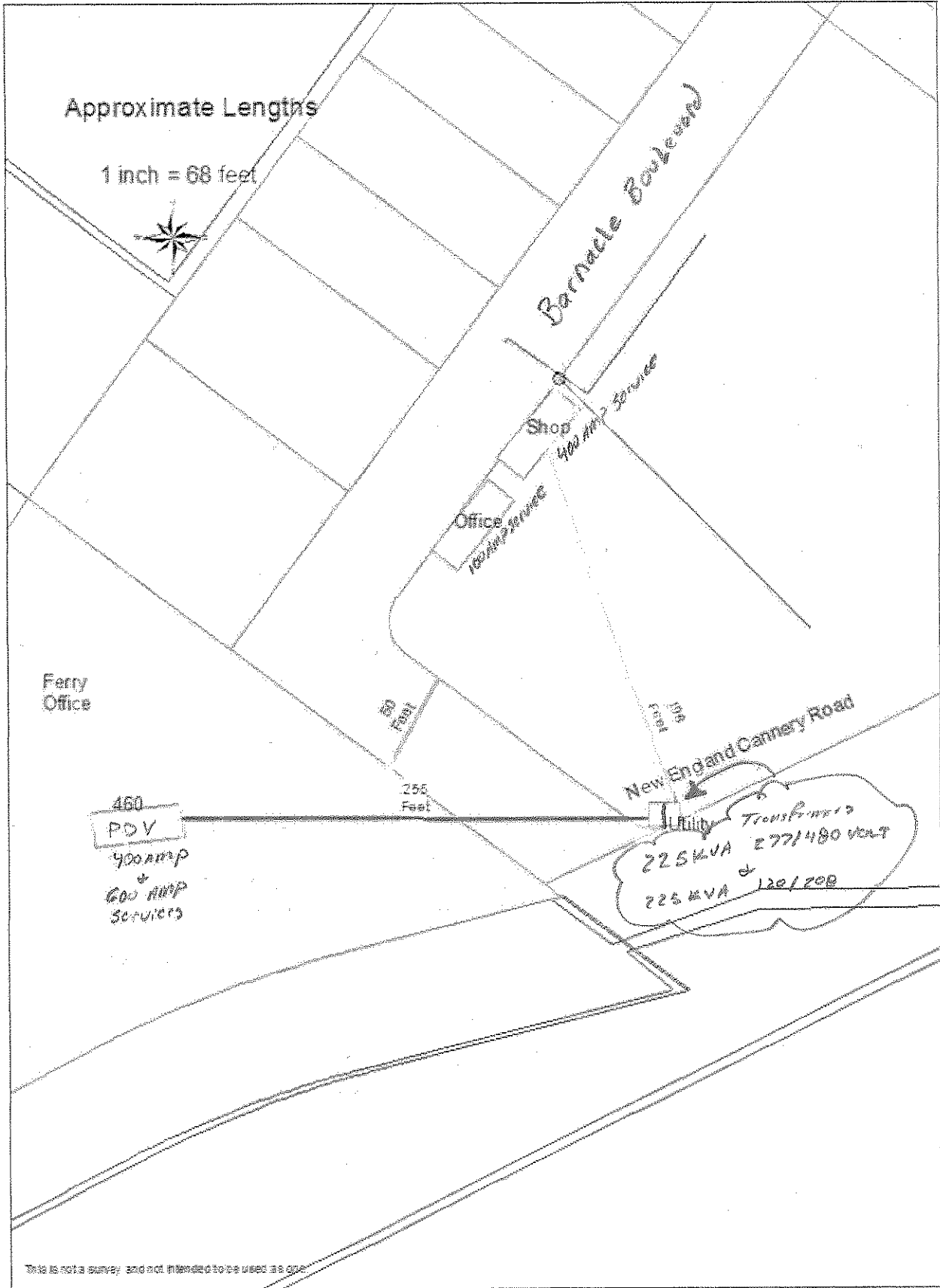
**TAX CERTIFICATE**  
This certificate is subject to the provisions of the Alaska Tax Code.

**PLAT APPROVAL**  
City of Cordova, Alaska  
I, \_\_\_\_\_, City Clerk, do hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief.

**OWNER'S SIGNATURE**  
I, \_\_\_\_\_, owner of the above described premises, do hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief.

**DATE** \_\_\_\_\_

**CITY OF CORDOVA, ALASKA**  
City Clerk



\* NEW SAMSON FACILITY LAYOUT

City of Cordova  
Cordova, Alaska  
Replat Tract 1B Samson Tug and Barge  
Request for Proposal # 06-12  
Samson Facility Electrical Re-feed  
REQUEST FOR PROPOSAL

The City of Cordova is requesting written proposals from qualified electrical contractors interested in providing the necessary design work, material, equipment, and labor to disconnect the existing power service feeds and re-feed the electrical service's to Samson tug and barge's shop, office, and power distribution van in Cordova Alaska. Sealed proposals, plainly marked, "RFP #06-12 – SAMSON FACILITY ELECTRICAL RE-FEED" addressed to the City Manager, City of Cordova, P.O. Box 1210, Cordova, AK 99574 will be accepted until 2:00 p.m. January 04, 2013. PROPOSALS RECEIVED AFTER 2:00 P.M. WILL NOT BE CONSIDERED.

Copies of this RFP may be obtained at the front desk of Cordova City Hall, or from [citymanager@cityofcordova.net](mailto:citymanager@cityofcordova.net), or by calling (907) 424-6200.

The City of Cordova reserves the right to reject any and all proposals, to waive technical or legal deficiencies, to accept any proposal that is in the best interest of the City and to negotiate the terms and conditions of any proposal leading to acceptance and final execution of a contract for services.

If you have any questions pertaining to the submittal and review process of City bids please contact the City Manager at the following number: 907-424-6200.

The City welcomes potential Contractors to visit the Samson Tug and Barge Cordova facility to better understand the dynamics, operations, location and access throughout the facility. To arrange for a visit or if you have any questions pertaining to the specifics of this RFP and the scope of services, please contact the City of Cordova Project Manager, Josh Hallquist at the following number: 907-253-6232.

## **I. INTENT OF SOLICITATION**

The City of Cordova (City) is soliciting competitive proposals from qualified electrical contractors to disconnect the existing service feeds and re-feed the electrical services to Samson tug and barge's shop, office, and power distribution van in their new location. Additional service requirements will be found in SECTION III, SCOPE OF WORK.

## **II. BACKGROUND**

The City of Cordova and Samson Tug and Barge are trading property on the Ocean Dock Subdivision to better accommodate both the Cordova Harbor boat haul out/shipyard operation and the Samson Tug and Barge shipping operation. This relocation requires the City of Cordova to disconnect, move, and re-feed power to the Samson facility. For the purposes of this FRP the Samson facility consists of a new office trailer, shop, and power distribution Van. This RFP is for disconnecting and re-feeding the facility only! The moving of the facility and re-routing of city utilities (Water and Sewer) will be done by city forces.

Samson Tug and Barge will continue to operate throughout the project and the contractor will be expected to coordinate with the city project manager to minimize impact to Samson's operation. Samson will have priority during the project, however their operation is greatly reduced during the winter months and barges are schedule well in advance of their arrival.

### **III. SCOPE OF WORK**

Provide the necessary design work, material, equipment, and labor to disconnect the existing power service feeds and re-feed the electrical service's to Samson tug and barge's shop, office, and power distribution van at the new location. All electrical work will be designed and installed in accordance with the NEC. The (2) attached PDF drawings identify both the existing and new facility locations. The scale is included for reference only and all dimensions and locations are to be field verified by the contractor prior to bidding. The condition of the existing electrical service panels and existing adherence to NEC is the contractor's responsibility to ascertain and address in their bid.

The City of Cordova will provide all required trenching as identified by the successful bidder. The trenching work will be coordinated by the city project manager to support the agreed upon schedule.

The following is a brief description of the electrical services that are required to be disconnected and re-fed.

- Shop building
  - 400 amp service fed from the 225KVA Transformer #1 - 120/208 volt
- Office trailer
  - 100 amp service fed from the 225KVA Transformer #1 - 120/208 volt
- Power Distribution Van
  - 600 amp service fed from the 225KVA Transformer #2 - 277/480 volt
  - 400 amp service fed from the 225KVA Transformer #2 - 277/480 volt

Contractor shall possess and keep in force all licenses, business permits and other permits required to perform the services of this Agreement. Work shall be completed no later than April 1, 2013.

Contractor shall coordinate with the local electrical utility (Cordova Electric Cooperative) as needed to support work activities in and around the transformers.

Contractor shall provide submittals for all permanent material and equipment to the city project manager for review and approval prior to procurement. Submittals are to be provided within 7 days of award of contract.

### **IV. SUBMITTAL REQUIREMENTS**

Each Vendor shall submit two (2) original signed copies of its proposal. The proposal shall be submitted in the following manner:

1. Contractor Description. Provide a description and history of the Contractor emphasizing the Contractor's resources and expertise in the area(s) relevant to this RFP. In addition, identify the person(s) who has decision-making authority for the Contractor; and who will be the Contractor's primary contact person(s) with the City.
2. Proposals
  - Clearly state the total cost to the City for completion of all work.
  - Clearly Identify the length and depth of trenching the city will be required to provide.
  - Provide cost breakdown that clearly identifies major electrical components and labor.
  - Provide a schedule that clearly identifies electrical work activities and duration's.
  - Provide evidence of liability insurance, worker's compensation insurance, and electrical administrator's license.
  - The Project will be subject to Title 36 Public Contracts Pamphlet 600 for onsite portion of work.



## **V. SELECTION CRITERIA**

Each proposal shall be evaluated based on the following criteria based on the following sections of Cordova Municipal Code (CMC):

1. Total cost of Proposal to the City; (CMC 5.12.120(A))
2. Contractor's qualifications and responsibility. (CMC 5.12.170)
  - a. The skill and experience demonstrated by the bidder in performing contracts of a similar nature;
  - b. The bidder's record for honesty and integrity;
  - c. The bidder's capacity to perform in terms of facilities, equipment, personnel and financing;
  - d. The past and present compliance by the bidder with laws and ordinances related to its performance under the contract; and
  - e. The bidder's past performance under city contracts. If the bidder has failed in any material way to perform its obligations under any contract with the city, the city manager may consider the bidder to be not responsible.
  - f. The bidder's past performance of financial obligations to the city. If at the time of award the bidder is delinquent, overdue or in default on the payment of any money, debt or liability to the city, the city manager shall consider the bidder to be not responsible.

Proposals will be opened at the front desk in City Hall on January 04, 2013 at approximately 2:05 P.M. A contract may be awarded by City Council on January 18, 2013 if recommended by City Manager. The City of Cordova reserves the right to reject any and all proposals, to waive technical or legal deficiencies, to make such investigation as it deems necessary to evaluate Contractor's qualifications, to accept any proposal that may be deemed in the best interest of the City and to negotiate terms and conditions of any proposal leading to acceptance and final execution of a contract for services.

**CONSTRUCTION AGREEMENT**  
**Samson Facility Electrical Re-Feed**

This Agreement, between the **CITY OF CORDOVA**, an Alaska municipal corporation (“City”), and \_\_\_\_\_ (“Contractor”), is effective \_\_\_\_\_ for the following project:

Samson Facility Electrical Re-Feed (hereinafter the “Project”)

**RECITALS**

A. City advertised Request for Proposal No. 06-12 for the construction and installation of Samson Facility Electrical Re-Feed.

B. Contractor submitted a proposal that is in the best interest of City.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants set forth below, the parties hereto agree as follows:

**AGREEMENT**

**1. DEFINITIONS.** In addition to the terms defined above, capitalized terms used in this Agreement will have (unless otherwise provided in this Agreement) the following meanings:

1.1 “Agreement” means this Agreement, including all amendments, modifications, and supplements hereto and any appendices, exhibits, or schedules to the same and refers to this Agreement as it may be in effect at the time such reference becomes operative. Together the documents form an Agreement which represents the entire and integrated agreement between the parties hereto, and supersedes prior negotiations or agreements, either written or oral. This Agreement is entered into solely for the purpose of the Project.

1.2 “Contract Documents” means and consists of (i) this Agreement signed by City and Contractor; (ii) all exhibits to this Agreement; and (iii) all change orders for changes in the Work issued after the execution of this Agreement.

1.3 “City’s Representative” means the City Manager, or the City Manager’s designee.

1.4 “Work” means all labor, materials, equipment and services provided by Contractor to fulfill Contractor’s obligations.

**2. SCOPE OF WORK**

2.1 Provide the necessary design work, material, equipment, and labor to disconnect the existing power service feeds and re-feed the electrical service’s to Samson tug and barge’s shop, office, and power distribution van at the new location. All electrical work will be designed and installed in accordance with the NEC. All dimensions and locations are to be field verified

by the contractor prior to bidding. The condition of the existing electrical service panels and existing adherence to NEC is the contractor's responsibility to ascertain and address in their proposal.

2.2 The City of Cordova will provide all required trenching as identified in the successful bidders proposal. The trenching work will be coordinated by the city project manager to support the agreed upon schedule.

2.3 The following is a brief description of the electrical services that are required to be disconnected and re-fed.

- Shop building
  - 400 amp service fed from the 225KVA Transformer #1 - 120/208 volt
- Office trailer
  - 100 amp service fed from the 225KVA Transformer #1 - 120/208 volt
- Power Distribution Van
  - 600 amp service fed from the 225KVA Transformer #2 - 277/480 volt
  - 400 amp service fed from the 225KVA Transformer #2 - 277/480 volt

2.4 Contractor shall possess and keep in force all licenses, business permits and other permits required to perform the services of this Agreement. Work shall be completed no later than April 1, 2013.

2.5 Contractor shall coordinate with the local electrical utility (Cordova Electric Cooperative) as needed to support work activities in and around the transformers.

2.6 Contractor shall provide submittals for all permanent material and equipment to the city project manager for review and approval prior to procurement. Submittals are to be provided within 7 days of award of contract.

### **3. DATE OF COMMENCEMENT AND COMPLETION**

3.1 The Date of Commencement will be the date of receipt of written Notice to Proceed by the Contractor.

3.2 Contractor must complete the Scope of Work within 71 days of receiving Notice to Proceed.

3.3 Time is of the essence in this Agreement.

3.4 If Contractor fails to complete the work within the time specified in this Contract, or any extension thereof, Contractor will pay to City as liquidated damages the sum of five hundred dollars (\$500.00) per day for each day of delay. To the extent Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages will not be due City. Contractor remains liable for damages caused by circumstances other than delay.

3.5 If Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond Contractor's control, the Contract Time will be extended by Change Order to the extent that (1) the delay will prevent Contractor from achieving Substantial Completion within the Contract Time, and (2) the performance of the Work is not delayed by any other cause for which Contractor is not entitled to an extension in the Contract Time under the Contract Documents. Adjustments to the Contract Time will be permitted for a delay only to the extent such delay (1) is not caused, or could not have been anticipated, by Contractor, (2) could not be limited or avoided by Contractor's timely notice to City of the delay, and (3) is of a duration not less than one day.

3.6 Final inspection and acceptance by City's Representative will not be made until all Work under this Agreement is completed.

#### **4. COMPENSATION OF CONTRACTOR**

4.1 CONTRACT SUM; PAYMENT. For and in consideration of Contractor's performance of the Work, Contractor will receive \_\_\_\_\_ dollars (\$\_\_\_\_\_). The Contract Sum, including authorized adjustments, is the total amount payable by City to Contractor for performance of the Work under the Contract Documents. City's payment obligation will be subject to:

4.1.1 A reduction by any amount owed by Contractor to City at the time payment of the Contract Sum is due; or

4.1.2 Additions and/or deletions by Change Order.

4.2 CONTRACTOR'S INVOICES. Within fifteen days after the end of each calendar month during the term of this Contract, Contractor may submit to City's Representative an invoice for Work performed during the preceding calendar month, or the Contractor may submit a single final invoice within thirty days of the completion of Work. In either case the invoice(s) will itemize the Work for which payment is requested.

4.3 REVIEW OF CONTRACTOR'S INVOICES. City's Representative will, within fifteen days after receipt of any Contractor's invoice, approve payment for such amount as City's Representative determines is properly due, and notify Contractor in writing of the reasons for any withholding of payment in whole or in part.

4.4 RETAINAGE. City will withhold ten percent (10%) retainage from each payment to Contractor. Upon substantial completion of the Work, the City will release to Contractor all retained amounts relating to the Work, less an amount equal to the reasonable value of any remaining or incomplete items of Work.

4.5 PAYMENT BY CONTRACTOR

4.5.1 Contractor will promptly pay each person who supplies labor or materials to Contractor upon receipt of payment from City, out of the amount paid to Contractor.

4.5.2 City will have no responsibility for the payment of money to a person or entity who supplies labor or materials to Contractor.

4.5.3 A payment, or partial or entire use or occupancy of the Work by City, will not constitute acceptance of any Work not in accordance with the requirements of the Contract Documents.

4.5.4 If City is entitled to reimbursement or payment from Contractor under the Contract Documents, Contractor will make the payment promptly upon demand by City. Notwithstanding anything in the Contract Documents to the contrary, if Contractor fails promptly to make any payment due City, or City incurs costs and expenses to cure any default of Contractor or to correct defective Work, City will have an absolute right to offset the amount against the Contract Sum and may, in City's sole discretion, either (1) deduct an amount equal to the amount which is due City from any payment then or thereafter due Contractor from City, or (2) issue a written notice to Contractor reducing the Contract Sum by an amount equal to the amount which is due City.

4.6 FINAL COMPLETION AND FINAL PAYMENT. Upon receipt of a final Application for Payment, City's Representative will determine whether the final work is acceptable to City. City may withhold from the final payment to Contractor any amount that City determines is necessary to render the Work acceptable to City under the Contract Documents.

## **5. ADMINISTRATION OF THE AGREEMENT**

5.1 City's Representative will provide administration of this Agreement according to Contract Documents. City's Representative will have authority to act on behalf of City only to the extent provided in the Contract Documents. City may designate a new City's Representative from time to time by written notice to Contractor.

5.2 CITY'S RIGHT TO STOP WORK. If Contractor fails to correct Work which is not in accordance with the Contract Documents, City may direct Contractor in writing to stop the Work until the correction is made.

### **5.3 EXTENT OF CITY RIGHTS.**

5.3.1 The rights stated in this Section 5 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of City (1) granted in the Contract Documents, (2) at law or (3) in equity.

5.3.2 In no event will City have control over, charge of, or any responsibility for, means, methods, techniques, sequences or procedures, or for safety precautions and

programs in connection with the Work, notwithstanding any of the rights and authority granted City in the Contract Documents.

## **6. PERFORMANCE OF THE WORK**

6.1 EXECUTION OF THE AGREEMENT. Execution of the Agreement by Contractor is a representation that Contractor has become familiar with local conditions under which the Work is to be performed and has correlated personal observations with the requirements of the Contract Documents. City will not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor to comply with the requirements of this Paragraph 6.1.

### **6.2 SUPERVISION OF THE WORK.**

6.2.1 Contractor will supervise and direct the Work, using Contractor's best skill and attention. Contractor will be solely responsible for and have control over means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

6.2.2 Contractor will be responsible to City for acts and omissions of (1) Contractor's agents and employees, and (2) other persons or entities performing work under a contract with the Contractor. Contractor will promptly remedy damage and loss to property caused in whole or in part by Contractor, or by anyone for whose acts Contractor may be liable.

### **6.3 LABOR AND MATERIAL.**

6.3.1 Unless otherwise provided in the Contract Documents, Contractor will provide and pay for all labor, materials, equipment, tools, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work.

6.3.2 Contractor will enforce strict discipline and good order among Contractor's employees and other persons carrying out this Agreement. Contractor will not permit employment of unfit persons or persons not skilled in tasks assigned to them.

6.4 TAXES. Contractor will pay all federal, state, and local taxes incurred by Contractor and will require the payment of such taxes incurred by any Subcontractor or any other persons in the performance of the Work.

### **6.5 PERMITS, FEES AND NOTICES**

6.5.1 Contractor will obtain and pay for all permits, governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

6.5.2 Contractor will comply with and give notices required by agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to

laws, statutes, ordinances and rules and regulations without notice to City, Contractor will assume full responsibility for such Work and will bear the attributable costs. Contractor will promptly notify City in writing of any known inconsistencies in the Contract Documents with such laws, rules and regulations.

6.5.3 Contractor will comply with all federal and state environmental statutes, rules and regulations applicable to the Work.

6.6 COMPLIANCE WITH LAWS. Contractor will perform the Work in compliance with all applicable laws, statutes, ordinances, rules and regulations.

6.7 SAFETY PRECAUTIONS AND PROGRAMS. Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs with respect to hazardous conditions that may arise in connection with the performance of the Work.

6.8 INSPECTION. City will have the right to reject defective workmanship or require its correction. Rejected workmanship will be satisfactorily corrected. If Contractor fails to proceed at once with the correction of defective workmanship, City may, by contract or otherwise, terminate the right of Contractor to proceed, as provided by this Contract.

6.9 CORRECTION OF WORK. Contractor will promptly correct Work rejected by City's Representative as failing to conform to the requirements of the Contract Documents. Contractor will bear the cost of correcting such rejected Work.

6.10 USE OF SITES. Contractor will confine operations to areas permitted by law, ordinances, permits, the Contract Documents and by the City.

6.11 CLEANING UP. Contractor will keep the Work and the surrounding area free from accumulation of debris and trash related to the Work.

## **7. CHANGES IN THE WORK**

7.1 Contractor will promptly notify City in writing of any unanticipated developments or conditions that may impede the orderly execution of the Work. The parties will agree to suitable changes to the schedule, design or Project scope as may be needed to resume orderly execution of the Work.

7.2 Changes in the Work may be accomplished only by Change Order. City, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. A change in the Contract Sum or the Contract Time will be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, nor claim that the City has been unjustly enriched by any alteration or addition to the Work, will be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.3 A Change Order will be a written order to Contractor signed by City's Representative to change the Work, Contract Sum or Contract Time. Agreement on any Change Order will constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including without limitation all direct and indirect costs associated with the change and any and all adjustments to the Contract Sum and the construction schedule. In the event a Change Order increases the Contract Sum, Contractor will include the Work covered by such Change Orders in Contractor's invoices as if such Work were originally part of the Contract Documents.

## **8. DISPUTES**

8.1 Except as otherwise provided in this Agreement, any claim or dispute concerning questions of fact which may arise under this Agreement will be presented in writing by Contractor to City's Representative.

8.2 In presenting a claim, Contractor will clearly and specifically state: (1) the Agreement provision under which the claim is made; (2) the Project item on which the claim is based; and (3) the specific relief requested, including any additional time Contractor believes it is entitled to.

8.3 If the amount of additional time cannot be readily ascertained at the time the claim is submitted, such amounts will be submitted as soon as they are discernible. In any case, the detailed claim, including all necessary supporting data, will be submitted to City's Representative no later than thirty (30) days after completing the Project item of Work on which the claim is based.

## **9. RIGHTS AND REMEDIES**

9.1 EVENTS OF DEFAULT. The occurrence of any one or more of the following events (regardless of the reason therefore) will constitute an "Event of Default" hereunder:

9.1.1 Contractor fails to fully comply with any provision of this Agreement, including, but not limited to, failure to prosecute the Work.

9.1.2 A case or proceeding has been commenced against Contractor in a court having competent jurisdiction seeking a decree or order in respect of Contractor (1) under Chapter 7, 11, or 13 of Title 11 of the United States Code, as now constituted or hereafter amended, or any other applicable federal, state, foreign bankruptcy or other similar law, (2) appointing a custodian, receiver, liquidator, assignee, trustee or sequestrator (or similar official) of Contractor or of any substantial part of Contractor's properties, or (3) ordering the winding-up or liquidation of the affairs of Contractor, and in each instance such case or proceeding will remain undismissed or unstayed for sixty (60) consecutive days or such court will enter a decree or order granting the relief sought in such case or proceeding.



9.1.3 Contractor (1) files a petition seeking relief under Chapter 7, 11, or 13 of Title 11 of the United States Code, as now constituted or hereafter amended, or any other applicable federal, state, foreign bankruptcy or other similar law, (2) consents to the institution of proceedings thereunder or to the filing of any such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee or sequestrator (or similar official) of Contractor or any substantial part of Contractor's properties, or (3) takes any corporate action in furtherance of any such action.

9.2 REMEDIES. When any of the above occurs, City may without prejudice to any other rights or remedies of, terminate employment of the Contractor and may:

9.2.1 take possession of the site and of all materials thereon owned by Contractor; and

9.2.2 finish the Work by whatever reasonable method City may deem expedient.

9.3 PAYMENT UPON TERMINATION.

9.3.1 When City terminates this Agreement for one of the reasons stated in Paragraph 9.1, Contractor will not be entitled to receive further payment until the Work is finished.

9.3.2 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess will be paid to Contractor. If such costs exceed the unpaid balance, Contractor will pay the difference to City. This obligation for payment will survive termination of this Agreement.

9.4 NO WAIVER BY CITY. City's failure, at any time or times, to require strict performance by Contractor of any provision of this Agreement will not waive, affect or diminish any right of City thereafter to demand strict compliance therewith and performance thereof. Any suspension or waiver by City of an Event of Default by Contractor under this Agreement will not suspend, waive or affect any other Event of Default by Contractor under this Agreement whether the same is prior or subsequent thereto and whether of the same or of a different type. None of the undertakings, agreements, covenants, representations and warranties of Contractor contained in this Agreement and no Event of Default by Contractor under this Agreement will be deemed to have been suspended or waived by City, unless such suspension or waiver is by an instrument in writing signed by City's Representative and directed to Contractor specifying such suspension or waiver.

## **10. INSURANCE AND INDEMNIFICATION**

10.1 CONTRACTOR'S INSURANCE REQUIREMENTS.

10.1.1 Contractor will provide evidence of insurance with a carrier or carriers satisfactory to City covering injury to persons and/or property suffered by City or a third party, as a result of operations which arise both out of and during the course of this

Agreement by Contractor. This coverage will also provide protection against injuries to all employees of Contractor engaged in Work under this Agreement. The delivery to City of a written 30-day notice is required before cancellation of any coverage or reduction in any limits of liability. All insurance coverage procured by Contractor will be provided by insurance companies having policyholder ratings no lower than "A" in the Best's Insurance Guide, in the latest edition in effect as of the date of this Agreement, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

10.1.2 Contractor will maintain in force at all times during the performance of Work under this Agreement the following policies of insurance. Failure to maintain insurance may, at the option of City, be deemed Defective Work and remedied in accordance with the Contract Documents. Where specific limits and coverage are shown, it is understood that they will be the minimum acceptable. The requirements of this paragraph will not limit the Contractor's responsibility to indemnify under Paragraph 10.2.

10.1.2.1 Workers' Compensation Insurance: Contractor will provide and maintain, for all employees of Contractor engaged in work under this Agreement, Workers' Compensation insurance as required by AS 23.30.045, to include Employer's Liability Protection in the amount of \$1,000,000 per person/\$1,000,000 per occurrence.

10.1.2.2 Comprehensive or Commercial General Liability Insurance will cover all operations by or on behalf of Contractor and provide insurance for bodily injury and property damage liability including coverage for: premises and operations, products and completed operations, contractual liability insuring obligations assumed under Paragraph 10.2, broad form property damage and personal injury liability. The minimum limits of liability will be:

(1) If Contractor carries a Comprehensive General Liability policy, the limits of liability will not be less than a Combined Single Limit for bodily injury, property damage and Personal Injury Liability of \$1,000,000 each occurrence/\$1,000,000 aggregate.

(2) If Contractor carries a Commercial General Liability policy, the limits of liability will not be less than \$1,000,000 each occurrence (Combined Single Limit for bodily injury and property damage), \$1,000,000 for Personal Injury Liability, \$1,000,000 aggregate for Products-Completed Operations and \$1,000,000 general aggregate.

10.1.2.3 Automobile Liability Insurance: Such insurance will cover all owned, hired and non-owned vehicles and provide coverage not less than that of the Business Automobile Policy in limits not less than the following: \$1,000,000 each occurrence (Combined Single Limit for bodily injury and property damage).

10.1.2.4 Pollution Liability Insurance: Environmental liability or pollution legal liability insurance for all bodily injury and property damage to parties other than Contractor caused by pollution at or emanating from the site of the Work, with limit of liability of \$1,000,000. The limit of liability may be adjusted as City considers appropriate.

10.1.3 Certificates of Insurance acceptable to City will be filed with City. Certificates pertaining to Worker's Compensation, General Liability or Automobile Liability are required for Award. Certificates for all other coverage will be provided before commencement of the Work. Each Certificate of Insurance will contain the following statement: "This is to certify that the policies described herein comply with all aspects of the insurance requirements of (Contract Name and Project Number)." Acceptance by City of a deficient Certificate of Insurance does not constitute a waiver of any requirement of insurance in the Contract Documents.

10.1.4 Contractor's insurance will be endorsed to provide that the insurers and underwriters on all policies waive their right of subrogation against City. Except for workers' compensation coverage described at 10.1.2.1, City will be named additional insured on all policies.

10.2 INDEMNIFICATION. To the fullest extent permitted by law, Contractor will indemnify and hold harmless City, its agents and employees from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including losses of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

10.3 SURVIVAL. Contractor's insurance and indemnity obligations hereunder will survive termination of this Agreement.

## **11. MISCELLANEOUS**

11.1 INTEGRATION. The Contract Documents represent the entire and integrated Agreement between the parties and supersede prior negotiations, representations or agreements, either written or oral. The Contract Documents may be amended or modified only by a written agreement signed by Contractor and City.

11.2 ASSIGNMENT. City has entered into this Agreement in reliance on Contractor's unique abilities, and Contractor's obligations hereunder will for all purposes be regarded and treated as personal services and will not be assignable by Contractor without City's prior written consent.

11.3 INTERPRETATION. The rule of construction that terms of an agreement are construed against the party that drafted the agreement will not apply to this Agreement.

11.4 INDEPENDENT CONTRACTOR. Contractor acts as an independent contractor to City and is not an agent, partner or joint venturer of City in the performance of this Agreement.

11.5 SUCCESSORS. Subject to the limitation on assignment in Paragraph 11.2, this Agreement will be binding upon and will inure to the benefit of the respective heirs, successors, and assigns of the parties hereto.

11.6 NOTICES. All notices to a party under this Agreement will be in writing and will be delivered personally, or sent by certified mail, to the following address:

If to City:                   City of Cordova  
                                  602 Railroad Avenue  
                                  P.O. Box 1210  
                                  Cordova, Alaska 99574  
                                  Attention:     Mark Lynch, City Manager  
                                  Telephone:    907-424-6200  
                                  Facsimile:     907-424-6000

If to Contractor:         \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  \_\_\_\_\_

or at such other address as may be substituted by notice as herein provided. Every notice hereunder has been duly given on the date on which personally delivered, or signed for, in the case of certified mail.

11.7 SEVERABILITY. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding will not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision will be deemed modified within the limits of enforceability or validly; however, if the offending provision cannot be so modified, it will be stricken and all other provisions of this Agreement in all other respects will remain valid and enforceable.

11.8 COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

11.9 GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Alaska. Any action arising under this Contract will be instituted at the Superior Court for the State of Alaska at Cordova.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

CITY: CITY OF CORDOVA

By: \_\_\_\_\_  
Cathy Sherman , Acting City Manager

CONTRACTOR:

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

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

# January 2013

<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 Conference Room LMR-Library Mtg Rm HSL-High School Library		<i>1</i> New Years'—City Hall Offices Closed	<i>2</i> 7:30 reg mtg LMR —Clerk vaca—	<i>3</i> —Clerk vaca—	<i>4</i> —Clerk vaca—	<i>5</i>
<i>6</i>	<i>7</i> —Clerk vaca—	<i>8</i> declaration of candidacy opens 7:00 P&Z LMR —Clerk vaca—	<i>9</i> 7:00 Sch Bd HSL 7:00 Hrbr Cms CH —Clerk vaca—	<i>10</i> —Clerk vaca—	<i>11</i> —Clerk vaca—	<i>12</i>
<i>13</i>	<i>14</i> 5:30 Parks & Rec LMR —Clerk vaca—	<i>15</i> —Clerk vaca—	<i>16</i> HSB tbd LMR 7:30 reg mtg LMR	<i>17</i>	<i>18</i>	<i>19</i>
<i>20</i>	<i>21</i> Martin Luther King Jr.—City Hall Offices Closed	<i>22</i>	<i>23</i>	<i>24</i>	<i>25</i>	<i>26</i>
<i>27</i>	<i>28</i>	<i>29</i>	<i>30</i>	<i>31</i>		Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library <b>108</b>

# February 2013

<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 Conference Room LMR-Library Mtg Rm HSL-High School Library					1	2
3	4	5 declaration of candidacy closes	6 tbd HSB LMR 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	7	8	9
10	11 5:30 Parks & Rec LMR	12 7:00 P&Z LMR	13 7:00 Sch Bd HSL 7:00 Hrbr Cms CH	14	15	16
17	18 Presidents' Day City Hall Offices Closed	19	20 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	21	22	23
24	25	26	27	28		Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library <b>109</b>

# March 2013

<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 Conference Room LMR-Library Mtg Rm	HSL-High School Library				1	2
3	4	5 Cordova Regular Election Polls open 7a—8p LMR	6 tbd HSB LMR 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	7	8	9
10	11 5:30 Parks & Rec LMR	12 7:00 P&Z LMR	13 7:00 Sch Bd HSL 7:00 Hrbr Cms CH	14	15	16
17	18	19	20 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	21	22	23
24	25	26	27	28	29	30
31					Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm	HSL-High School Library  <b>110</b>