

Mayor
James Kallander

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

Interim City Manager
Don Moore

City Clerk
Susan Bourgeois

Deputy Clerk
Tina Hammer

**COUNCIL SPECIAL MEETING
JANURAY 23, 2013 @ 12:00 PM
LIBRARY MEETING ROOM**

AGENDA

A. CALL TO ORDER

B. ROLL CALL

Mayor James Kallander, Council members Timothy Joyce, James Kacsh, David Allison, Bret Bradford, EJ Cheshier, David Reggiani, and Robert Beedle

C. APPROVAL OF AGENDA..... (voice vote)

D. DISCLOSURES OF CONFLICTS OF INTEREST

E. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Audience Comments regarding agenda items

F. NEW BUSINESS

2. HSB Recommendations for Hospital Repairs/Renovations..... **(voice vote)(page 1)**

3. Financing options for Electronic Health Records at CCMC..... **(voice vote)(page 10)**

G. AUDIENCE PARTICIPATION

H. COUNCIL COMMENTS

I. 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 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 disclosures.

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

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CITY OF CORDOVA

Office of City Manager

January 17, 2013

Memo to City Council

Re: HSB Recommendations for Hospital Repairs/Renovations

The Health Services Board met on 1-16-2013. The CCMC administrator, Theresa Carte in coordination with the City's Facility Division Superintendent, Josh Hallquist made recommendations for the following:

Based on CH2MHILL's Exterior Insulation Finish System (EIFS) Repair and Refinish Proposal, remaining grant funds, and engineers cost estimates staff recommends;

Proceeding with the Exterior Insulation Finish System (EIFS) Repair and Refinish project with an estimated total cost of: \$306,200.00

The existing exterior EIFS system is deteriorating due to damage from snow removal, building shifting, and weathering over time. The delamination and cracking of the EIFS is allowing water penetration into the wall system which will eventually result in the formation of mold/rot in the exterior walls. Repairing and refinishing the exterior EIFS system will eliminate the possibility of rot and mold forming in the exterior walls as well as restoring the aesthetics of the facility. There is exactly \$808,712.78 in grant funds remaining as of 1-17-2013. Currently the HVAC pneumatic control system repair project is budgeted at \$228,222.50 and the flooring replacement budget is at \$240,000.00. The roofing project is nearing completion with an anticipated total cost of \$1,210,988.81 (this includes the signage contract as well).

Recommended action: Voice Vote.

To move to direct the City Manager to proceed with the CCMC facility exterior EIFS repair and refinishing project by amending CH2MHILL's contract to include the design, bid, and construction phase services for the cost of: \$61,200.00 based on the Health Services Board recommendation.

Don Moore
Interim City Manager

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CH2M HILL
949 E. 36th Avenue
Suite 500
Anchorage, AK 99508
Tel 907-762-1500
Fax 907-257-2000

December 19, 2012

CITY OF CORDOVA
P.O Box 1210
Cordova, Alaska 99574
Attention: Mark Lynch, City Manager
Subject: Cordova Community Hospital
Exterior Insulation Finish System (EIFS) Repair and Refinish Proposal

Dear Mr. Lynch:

Upon request by Josh Hallquist to develop a Fee Proposal for the EIFS evaluation, repair, and refinish work for Cordova Community Hospital and in accordance with the terms of the contract currently in effect with the City of Cordova as Amendment 2, CH2M HILL is pleased to submit Lump Sum offer to provide design, bid, and construction phase services described in the Tasks and Deliverables, on the following page.

Fee Summary for Professional Services	
Design and Bid Phases	\$43,700 Lump Sum
Construction Phase	\$17,500 Time & Materials

Proposed Milestone Schedule	Date (2013)
NTP / Design Phase (6 weeks)	Jan 2 to Feb 13
Bid Period (2 weeks)	Feb 18 to March 1
Bid Award / Contractor NTP (1 week)	March 18
Construction – 18 weeks, estimated	March 25 to July 26

We appreciate this opportunity to continue working with the City of Cordova.

Sincerely,
CH2M HILL

Tom Wolf, Senior Project Manager
Attachment: Amendment 2 – Standard Agreement for Professional Services between
CH2M Hill and City of Cordova

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Tasks and Deliverables

Project Set-up (internal CH2M Hill activity)

Develop Project Files, including: Project Instructions/Project Execution Plan, risk register, quality management plan, health and safety plan, schedule, and project financials.

Task 1: Project Kick-off Meeting Teleconference

Conduct teleconference with City of Cordova Project Administrator, Hospital Administrator, Hospital Facility Engineering Staff, and CH2M HILL Project Manager and Architect to discuss the EIFS Repair and Refinish project, including Scope of Design as it relates to the extent of repairs, deliverables, design schedule, bidding/pricing, and construction.

Task 2: EIFS Repair and Refinish Concept Design Memorandum

1. Conduct internal kick-off meeting to discuss the project schedule, budget, responsibilities, and deliverables. Meeting will be attended by PM, architect, lead tech/CAD personnel, and project assistant.
2. Document existing conditions:
 - a. At the final inspection of the Roof Replacement Project in November 2012, Chas Filanowicz/CH2M HILL took as-built photographs of the exterior walls finished with EIFS, noting areas with cracks, holes, surface deterioration, and other defects.
 - b. One area not documented was the condition of the EIFS below grade. It is assumed that these areas will need to be completely removed and rebuilt with a more durable and waterproof system. (Note: current technical guidelines do not advocate the use of EIFS in below grade conditions.)
 - c. An initial site visit is not proposed in the current scope, therefore CH2M HILL may ask for assistance from the City of Cordova to expose representative areas of the below grade EIFS to verify the system used and its condition.
3. Review current design standards as they relate to the repair and recoating of EIFS including research into EIMA recommendations for repair details and proper techniques to patch and rebuild damaged system. Findings will be presented in a Technical Memorandum that outlines the repair recommendations and identifies cost considerations for the repairs and recoating scope of work.

Task 4: EIFS Repair and Refinish Design Documents

Upon acceptance of findings in the Concept Design Memorandum, CH2M HILL will produce design drawings with technical specifications included on the drawings. The following drawings (approximately 8 to 9 in 22" x 34" format) are anticipated:

1. Title sheet with location map and index;
2. General notes, symbols, code information and condensed specifications;
3. Building Key plan showing wall areas, window and door openings, overall dimensions, and photo legend;

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4. Building Elevations showing damaged areas with repair legend keynotes;
5. Photographs on drawings sheets with demo and repair notes (two sheets);
6. Typical EIFS repair details;
7. Technical Specifications on the drawings;

Task 5: 90% Design, Quality Control Review, Cost Estimate

Provide 90% complete drawings and specifications to an internal QC reviewer and the City of Cordova. Conduct conference call with City and incorporate adjudicated review comments into the 100% design. Provide a Cost Estimate based on the 90% design documents.

Task 6: 100% Design, Bid Phase

Prepare Invitation to Bid, General and Supplementary Conditions, and other front end documents required to execute the Bid. Issue finalized design documents to the City of Cordova for distribution to bidders. Provide finalized cost estimate to the City of Cordova.

Task 7: Bid Phase

Attend an on-site pre-bid meeting with the City Project Administrator and interested bidders. Assist in answering questions relating to the bid documents and issue addendum if necessary. Assist City with review of bids and contract award.

Task 8: Construction Phase

Assist the City of Cordova during construction:

1. Attend weekly progress meetings via teleconference;
2. Review submittals, shop drawings, pay requests;
3. Answering RFI's;
4. Complete 100% complete punch list inspection at substantial completion.

It is assumed that the City of Cordova Project Administrator will:

1. Monitor construction progress;
2. Conduct weekly progress teleconference meetings, maintain meeting records;
3. Monitor the completion of punch list items.

Task 9: Project Closeout

Assist the City of Cordova with Project Closeout activities:

1. Review contractor documentation for completeness, such as as-built drawings, EIFS work warranties, and Operations Manual.
2. Review, upon request, the status of punch-list items.
3. Review Final Pay Request.

Archive the project documents/record in the CH2M HILL archives.

AMENDMENT NO. 2
STANDARD AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CH2M HILL Engineers, INC.
AND
CITY OF CORDOVA:

Cordova Community Hospital
Exterior Insulation Finish System (EIFS) Repair and Refinish Project

1. **Parties.** The undersigned parties entered into the Standard Agreement for Professional Services signed by the City of Cordova (Client) on February 25, 2011 ("Agreement").
2. **Scope of Services.** The parties agree to add to the scope of services described in that Agreement the additional work as described in the proposal letter dated December 19, 2012 (attached).
3. **Compensation.** The parties agree to add to the Compensation described in that Agreement an additional amount of \$_____, per the attached proposal letter dated December 19, 2012 (attached).
4. **Terms.** The parties agree to add to the Provisions described in that Agreement the additional terms stated below:

15. CH2M HILL's Personnel at Construction Site

15.1 The presence or duties of CH2M HILL's personnel at a construction site, whether as onsite representatives or otherwise, do not make CH2M HILL or CH2M HILL's personnel in any way responsible for those duties that belong to CLIENT and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

15.2 CH2M HILL and CH2M HILL's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CH2M HILL's own personnel.

15.3 The presence of CH2M HILL's personnel at a construction site is for the purpose of providing to CLIENT a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). CH2M HILL neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

For this AGREEMENT only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

16. Construction Progress Payments

Recommendations by CH2M HILL to CLIENT for periodic construction progress payments to the construction contractor(s) will be based on CH2M HILL's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by CH2M HILL to ascertain that the

construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that CH2M HILL has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to CLIENT free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between CLIENT and the construction contractors that affect the amount that should be paid.

17. Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. CH2M HILL is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

18. CLIENT-Furnished Data

CLIENT will provide to CH2M HILL all data in CLIENT's possession relating to CH2M HILL's services on the PROJECT. CH2M HILL will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CLIENT.

19. Access to Facilities and Property

CLIENT will make its facilities accessible to CH2M HILL as required for CH2M HILL's performance of its services and will provide labor and safety equipment as required by CH2M HILL for such access. CLIENT will perform, at no cost to CH2M HILL, such tests of equipment, and other components of CLIENT's facilities as may be required in connection with CH2M HILL's services.

20. Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, CLIENT will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CH2M HILL's services or PROJECT construction.

21. Timely Review

CLIENT will examine CH2M HILL's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CLIENT deems appropriate; and render in writing decisions required by CLIENT in a timely manner.

22. Prompt Notice

CLIENT will give prompt written notice to CH2M HILL whenever CLIENT observes or becomes aware of any development that affects the scope or timing of CH2M HILL's Services, or of any defect in the work of CH2M HILL or construction contractors.

23. Asbestos or Hazardous Substances

23.1 If asbestos or hazardous substances in any form are encountered or suspected, CH2M HILL will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

23.2 If asbestos is suspected, CH2M HILL will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.

23.3 If hazardous substances other than asbestos are suspected, CH2M HILL will, if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated.

23.4 Client recognizes that CH2M HILL assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M HILL.

24. Contractor Indemnification and Claims

24.1 CLIENT agrees to include in all construction contracts the provisions of Article 15, CH2M HILL's Personnel at Construction Site, and provisions providing contractor indemnification of CLIENT and CH2M HILL for contractor's negligence.

24.2 CLIENT shall require construction contractor(s) to name CLIENT and CH2M HILL as additional insureds on the contractor's general liability insurance policy.

24.3 CLIENT agrees to include the following clause in all contracts with construction contractors, and equipment or materials suppliers:

"Contractors, subcontractors, and equipment and material suppliers on the PROJECT, or their sureties, shall maintain no direct action against CH2M HILL, CH2M HILL's officers, employees, affiliated corporations, and subcontractors for any claim arising out of, in connection with, or resulting from the CH2M HILL services performed. CLIENT will be the only beneficiary of any undertaking by CH2M HILL."

25. CLIENT's Insurance

25.1 CLIENT will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

25.2 CLIENT will provide for a waiver of subrogation as to all CLIENT-carried property damage insurance, during construction and thereafter, in favor of CH2M HILL, CH2M HILL's officers, employees, affiliates, and subcontractors.

25.3 CLIENT will provide (or have the construction contractor(s) provide) a Builders Risk All Risk insurance policy for the full replacement value of all PROJECT work including the value of all onsite CLIENT-furnished equipment and/or materials associated with CH2M HILL's services. Such policy will include coverage for loss due to defects in materials and workmanship and errors in design, and will provide a waiver of subrogation as to CH2M HILL and the construction contractor(s) (or CLIENT), and their respective officers, employees, agents, affiliates, and subcontractors. CLIENT will provide CH2M HILL a copy of such policy.

26. Litigation Assistance

The Scope of Services does not include costs of CH2M HILL for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CLIENT. All such Services required or requested of CH2M HILL by CLIENT, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as mutually agreed.

27. Reuse of PROJECT Documents

All reports, drawings, specifications, documents, and other deliverables of CH2M HILL, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. CLIENT agrees to indemnify CH2M HILL and CH2M HILL's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these PROJECT documents.

28. Indemnification

28.1 CH2M HILL agrees to indemnify CLIENT for any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CH2M HILL, CH2M HILL's employees, affiliated corporations, and subcontractors in connection with the PROJECT.

28.2 CLIENT agrees to indemnify CH2M HILL from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CLIENT, or its employees or contractors in connection with the PROJECT.

29. Consequential Damages

To the maximum extent permitted by law, CH2M HILL and CH2M HILL's affiliated corporations, officers, employees, and subcontractors shall not be liable for CLIENT's special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. In order to protect CH2M HILL against indirect liability or third-party proceedings, CLIENT will indemnify CH2M HILL for any such damages.

30. Waiver

CLIENT waives all claims against CH2M HILL, including those for latent defects, that are not brought within 2 years of substantial completion of the facility designed or final payment to CH2M HILL, whichever is earlier.

31. CH2M HILL’s Deliverables

CH2M HILL’s deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by CH2M HILL are for CLIENT or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

32. Ownership of Work Product and Inventions

All of the work product of the CH2M HILL in executing this PROJECT shall remain the property of CH2M HILL. CLIENT shall receive a perpetual, royalty-free, non-transferable, non-exclusive license to use the deliverables for the purpose for which they were intended. Any inventions, patents, copyrights, computer software, or other intellectual property developed during the course of, or as a result of, the PROJECT shall remain the property of the CH2M HILL.

All other terms and conditions of the Standard Agreement for Professional Services shall remain in full force and effect.

CH2M HILL Engineers, INC.

City of Cordova

Signature: _____

Signature: _____

Name (printed): _____

Name (printed): _____

Title: _____

Title: _____

Date: _____

Date: _____

CCMC Capitol Projects Budget	\$ value	Notes	
Designated Legislative Grant 12-DC-801	\$2,000,000.00		
CCMC Roof Replacement			
CH2MHILL Roof Repair Evaluation & Recommendations	-\$13,500.00		
CH2MHILL Roofing Replacement Design/Bid/Construction	-\$147,000.00		
CH2MHILL Amendment #2 Contingency/skylight infill eng	-\$12,000.00		
PM/Contract Administration Services	-\$14,400.00	JH Services (4-months for roof only)	verify cost to date... JH transferred to staff cost
Waste Department Cost for extending operating hours to accommodate demolition schedule	-\$3,424.80	Carol tracking cost per Charles time sheets - cost to be billed to city for inclusion into grant	
IAR Base Contact	-\$899,700.00		
Insulated Pannel Substitution Credit	\$6,463.80	CO#1	
Coupola Re-design Credit	\$5,170.25	CO#1	
Edge Detail Modification Credit	\$0.00	N/A	
Framing Rot Replacement Extra	-\$23,116.10	CO#1	
Plywood Rot Replacement Extra	-\$7,113.92	CO#1	
S-5 Snow Guard Extra	-\$8,912.00	pending CO#2	
Skylight Infill Extra	-\$11,078.44	pending CO#2	
Skylight Electrical	-\$1,475.00	NLE Estimate #44	
Misc. Electrical and ambulance bay lighting	-\$3,100.00	NLE Estimate #44	
Sigange Replacement (Sign Co)Extra	-\$60,466.00	Sinco Contract value	
Signage Electrical Work	-\$7,965.00	NLE Estimate #44	
Signage Contingency (10%)	-\$8,058.00	ROM	
Lighting Grounding For new radio system	-\$1,313.60	NLE Estimate #45	
			-\$938,286.41 IAR total contract value
CCMC HVAC Repairs			
Mike Wheeler HVAC System Analysis	-\$4,802.50	PAID	
Siemens Pneumatic Control System Review and Adjustment	-\$6,970.00	PAID	
Pneumatic Control System Restoration (Siemens Estimate)	-\$108,650.00		(\$108,650.00) current estimate from Seimens
New DDC Control System (Siemens Estimate)			(\$280,000.00) ROM from Siemens
System Balancing (after either Pneumatics repair or New DDC)	-\$30,000.00	Siemens ROM	
PM/Contract Administration Services	-\$40,800.00	JH Services (assuming 6 month project durration)	Not required as JH on staff but left in as contingency until hard bid
Legal/Contract development	-\$10,000.00	ROM	
Insurance	-\$7,000.00	ROM	
Contingency 10%	-\$20,000.00	ROM	
			-\$228,222.50 ccmc HVAC cost
CCMC Flooring Replacement			
RBI Estimate for new hosiptal Flooring (excluding sound alt and Ilanka)	-\$200,000.00	RBI estimate 190K (solid number JH)	
Flooring Contingency	-\$20,000.00	ROM	
Insurance	-\$10,000.00	ROM	
Legal fees	-\$10,000.00	ROM	
			-\$240,000.00
CCMC Extreior Drivrit Repair			
EFFIS Repair	-\$200,000.00	CH2MHILL EDUCATED GUESS \$165K	CH2MHILL Rough SF estimate...waiting on clarification of housing and travel cost
CH2MHILL Design Phases	-\$43,700.00	CH2MHILL PROPOSAL 12-19-12	
CH2MHILL Construction Phase	-\$17,500.00	CH2MHILL PROPOSAL 12-19-12	
Legal	-\$10,000.00		
Contingency	-\$20,000.00		
PM/Administration fees	-\$15,000.00		Not required as JH on staff but left in as contingency until hard bid
Total Funds Remaining	\$14,588.69		-\$1,985,411.31

EHR Financing

	Jan-2013	Mar-2013	2014	2015	2016	TOTAL
PAYMENTS DUE						
Healthland Payment Schedule	\$ 402,649	171,962	171,962			\$ 746,573
Maintenance			67,500	90,000	90,000	247,500
						994,073
PROPOSED FINANCING \$746,473 @ 6%						
First Financial Healthcare Solutions	\$106,000, first payment then \$22,542.73 per month beginning in September, for an additional \$90,171		270,513	270,513	157,799	\$ 872,453
ESTIMATED GRANT FUNDING						
Medicare			504,960			504,960
Medicaid		106,383	85,106	21,277		212,766
						717,726

From: Tim Kelly
Sent: Thursday, January 17, 2013 5:17 PM
To: davidallison@cityofcordova.net; bretbradford@cityofcordova.net;
ejchesshier@cityofcordova.net; jameskasch@cityofcordova.net;
davidreggiani@cityofcordova.net; timjoyce@cityofcordova.net
Cc: Theresa Carte; mayor@cityofcordova.net
Subject: Interest Rates

This email is in reference to the question asked during the HSB meeting held on Wednesday, January 16, 2013. The question asked is whether the interest expensed on the purchase of a new electronic health record (EHR) software system would be considered a reimbursable cost in CCMC's cost report.

The quick answer is yes, but only that portion reported during the rebase year and any subsequent years would be considered eligible for reimbursement.

In practice, since 2011 was a rebase year for CCMC, the next eligible year for rebase would be 2015. That would mean only the interest expensed during 2015 and 2016 would be considered. It is estimated that \$24,109 would be expensed in 2015 and \$3,518 would be expensed in 2016. Additionally, only that percentage associated with Medicare would be allowed. The run rate for the past two years for Medicare patients in acute care has been approximately 55%. That would mean only \$13,260 in 2015 and \$1,935 in 2016 would be used for our Medicare calculation.

As an added note, the depreciation for the EHR for those years should be approximately \$248,900, with an added maintenance cost of \$90,000. Again, about 55% of that would be eligible for reimbursement.

Timothy L Kelly
CFO, CCMC
tkelly@cdvcmc.com
w 907-424-8228 m 907-230-7045

"Any man who can drive safely while kissing a pretty girl is simply not giving the kiss the attention it deserves." – Albert Einstein