#### <u>Mayor</u> James Kacsh

Council Members Kristin Carpenter

Kristin Carpentel Tim Joyce David Allison Bret Bradford EJ Cheshier David Reggiani James Burton

# REGULAR COUNCIL MEETING MARCH 05, 2014 @ 7:30 PM LIBRARY MEETING ROOM

# <u>AGENDA</u>



# A. CALL TO ORDER

James Burton	
City Manager Randy Robertson City Clerk	<b>B. INVOCATION AND PLEDGE OF ALLEGIANCE</b> 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.
Susan Bourgeois Deputy Clerk	C. ROLL CALL
Tina Hammer <u>Student Council</u> Sarah Hoepfner	Mayor James Kacsh, Council members Kristin Carpenter, Tim Joyce, David Allison, Bret Bradford, EJ Cheshier, David Reggiani and James Burton
Gabrielle Brown	D. APPROVAL OF REGULAR AGENDA (voice vote)
E. DISCLOS	SURES OF CONFLICTS OF INTEREST
<ol> <li>Guest Spea</li> <li>Audience c</li> <li>Chairperso</li> <li>Superintend</li> </ol>	NICATIONS BY AND PETITIONS FROM VISITORS ker comments regarding agenda items
<ul><li>6. Resolution A resolution for investm</li><li>7. Record exc</li></ul>	AL OF CONSENT CALENDAR
	AL OF MINUTES eeting Minutes 2-19-14 (page 16)
9. Council ap	<b>RATION OF BIDS</b> proval of contract with Eagle Contracting to perform the upgrades (voice vote)(page 21) Il of the Solid Waste Baling Facility
10. Mayor's F 11. Manager' a. Police (	•
13. Email from	PONDENCEm Karen Swartzbart in re Whitshed speed limit 02-18-14
15. Resolution A resolution the FY14 b	NCES AND RESOLUTIONS n 03-14-14

# 

A resolution of the City Council of the City of Cordova, Alaska amending the FY14 budget to recognize the receipt of \$300,645.39 from the Department of Homeland Security to reimburse the City for expenses incurred during the 2012 snow event and to appropriate \$120,000 of those funds to fund the acquisition of a piece of asphalt patching equipment, a double drum roller and one tank of chip seal oil to fulfill the city's road maintenance program for 2014

#### **M. UNFINISHED BUSINESS**

#### N. NEW & MISCELLANEOUS BUSINESS

<b>17</b> . BDO arrangement letter to staff regarding Financial Audit for 2013	(page 68)
<b>18</b> . Request for a letter of support in re Exxon reopener 02-18-14	(voice vote)(page 81)
19. Pending Agenda and Calendar	(page 87)

# **O. AUDIENCE PARTICIPATION**

#### **P. COUNCIL COMMENTS**

20. Council Comments

#### **Q. EXECUTIVE SESSION**

- 21. Attorney legal advice regarding Cordova Center finances
- 22. Update on negotiations regarding land sale to PWSSC
- 23. Update on NVE Performance Deed of Trust

# **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 <u>www.cityofcordova.net</u>

# Alaska Department of Education and Early Development - School Finance FY2014 School Operating Fund Budget

Page 1

School District Name:	Cordova School District	
Projected District ADM (K - 12):	310	
Prepared by:	Chrone Beely Business Manager	<u>6 - 17 - 13</u> Date
	\$ignature/Title	Date
Phone Number:	907 424-3265	
	11 1/1	r /
Approved by:	Merina Sul	6/17/13
	Superintendent's Sig/lature	/ Date

Approval of City/Borough Official of Local Contribution designated on Page 3:

\_\_\_\_\_ 17June,13 Date Official Signature/T/tile

Form # 05-93-038 Alaska Department of Education & Early Development

# Alaska Department of Education and Early Development - School Finance FY2014 School Operating Fund Budget Summary

istrict Name	Pa
eginning Fund Balance: July 1, 2013 (Subject to 10% Limit per (Excluded from the 10% I) Total Beginning Fund Ba	Limit)\$0
Revenue	
010 City/Borough Appropriations	(1) <u>\$1.654.777</u>
030 Earnings on Investments	(2) 250
040 Other Local Revenues	(3) 20,500 (4) 15,500
041 Tuition from Students	(4) <u>15,000</u>
042 Tuition - Other Districts	
047 E-Rate Program	(6) 58,000
050 State Sources	(7) 4,405,651
100 Federal Sources - Direct	(8) 24,000
150 Federal Sources - Through the Stat	
190 Federal Sources - Other Agencies	
250 Transfers From Other Funds	(11)0
Total Revenue	\$6,178,178
Expenditures	
100 Instruction	(12) <u>\$3,077,984</u>
200 Special Education Instruction	(13) 321,317
220 Special Education Support Services	s (14) <u>8,812</u>
300 Support Services - Students	(15) <u>194,273</u>
350 Support Services - Instruction	(16) 377,888
400 School Administration	(17) 340,154
450 School Administration Support Serv	ices (18) <u>175,421</u>
510 District Administration	(19)260,893
550 District Administration Support Serv	rices (20) <u>266,158</u>
600 Operations and Maintenance of Pla	nt (21) <u>832,568</u>
700 Student Activities	(22) <u>272,731</u>
780 Community Services	(23)0
900 Other Financing Uses	(24) 20,000
Total Expenditures	\$6,148,199
Ending Fund Balance: June 30, 2014 (Subject to 10% Limit per )	termine and the second s
(Excluded from the 10% L	
Total Ending Fund Balance	
	** Must be greater than or equal to zero

Total Instructional Expenditures (Functions 100-400)	(a) <u>\$4,320,428</u>
Total Expenditure Codes (Functions 100-780)	<b>(b)</b> \$6,128,199
Total Instructional Expenditures (a) divided by Total Expenditures (b)	71%
Form # 05-93-038	<del>y i se anna an anna an anna anna anna an anna anna anna an</del>

Alaska Department of Education & Early Development

#### Alaska Department of Education and Early Development- School Finance FY2014 School Operating Fund Budget Revenues

Cordova School District District Name

010 City/Borough Appropriations Amount 011 City/Borough Tax Appropriation 1,617,324 012 City/Borough "In-Kind" (detail descriptions & dollar amts required for in-kind) 37,453 Water, sewer, and garbage Total City/Borough Appropriations \$1,654,777 Transferred to (1) on page 2 030 Earnings on Investments 030 Earnings on Investments 250 Total Earnings on Investments \$250 Transferred to (2) on page 2 040 Other Local Revenues 040 Other Local Revenues - Identify: (provide detail descriptions & dollar amts for local revenues) Student Activity 15,000 Miscellaneos 2,000 Rentals 3,500 Total Other Local Revenues \$20,500 Transferred to (3) on page 2 041 Tuition from Students 041 Tuition from Students 15,000 Total Tuition from Students \$15,000 Transferred to (4) on page 2 042 Tuition - Other Districts 042 Tuition **Total Tuition - Other Districts** \$0 Transferred to (5) on page 2 047 E-Rate Program 047 E-Rate Program Revenue 58,000 Total E-Rate Program \$58,000 Transferred to (6) on page 2 Form # 05-93-038 Alaska Department of Education & Early Development

Page 3

3



Department of Education and Early Development

SCHOOL FINANCE & FACILITIES

801 West 18<sup>40</sup> Street, Suite 200 P O. Box 110500 Innexu, Alaska 99811-0500 Phane: 407 465 887 Fak: 907 465 8279 Fak: 907 465 8279 Fak: 907 465 8279

August 16, 2013

Theresa Keel, Superintendent Cordova City School District P.O. Box 1330 Cordova, AK 99574

Dear Ms. Keel:

Thank you for your inquiry regarding the Cordova School District's (CSD) fiscal year 2014 operating fund budget. You have asked for guidance from the department on why you are required to report property insurance on the school facilities as an in-kind service.

In accordance with AS 14.03.150 and 4 AAC 31.200 (enclosed), the school district has a responsibility and obligation to have property insurance. While in CSD's case the district used to acquire the property insurance directly and now the city is acquiring the property insurance, State law and regulation makes the acquiring of property insurance a district responsibility. Since the district is responsible for the acquisition of property insurance it becomes the district's financial responsibility to acquire and record the insurance premiums. Whether the district purchases the insurance or a third party purchases the insurance on the district's behalf, the insurance expense is still a reportable item. In the case of a third party purchase of the insurance, the premium payment becomes an in-kind service.

The Uniform Chart of Accounts, which is adopted by regulation at 4 AAC 06.120(a)(2), provides for a description and examples of in-kind services that may be recorded in a school district's operating fund as local contributions. The intent of the examples included in the description is to limit the items that are considered in-kind services, not to make the recognition of in-kind services optional. Since the CSD would have had to purchase the property insurance and now the local government is purchasing it on the district's behalf, these expenses would need to be recorded at fair market value as an in-kind service in the district's school operating fund.

Furthermore, 4 AAC 09.990(b)(2) provides for the definition of the "value of in-kind services," which "means the value of in-kind services performed for a district by the city or borough as reported in the district's school operating fund."

In conclusion, the property insurance on the school facilities is revenue to the school district and needs to be recorded as an in-kind appropriation under chart of account object code 012 in the school district's operating fund budget and financial statements. The amount of revenue to be

Letter, Theresa Keel, Superintendent August 16, 2013 Page 2 of 2

recorded as an in-kind service is the portion of the insurance premiums paid by the City of Cordova on the CSD's behalf; this would not include any additional insurance the CSD may have for the content in the school facilities.

If you have any questions regarding this issue, please contact me at (907) 465-8682 or at Heidi.Teshner@alaska.gov.

Sincerely,

'UL

Heidi Teshner School Finance Manager

Enclosures

#### ALASKA STATUTE

#### Chapter 14.03. PUBLIC SCHOOLS GENERALLY

#### Article 1. GENERAL PROVISIONS

#### Sec. 14.03.150. Property insurance required.

(a) Each school district shall purchase and maintain or provide proof of adequate property insurance for the replacement cost of all school facilities and equipment. Insurance purchased to comply with this section may contain a deductible amount, if approved by the department. A school district may comply with this section by initiating and maintaining a program of self-insurance, if the department annually determines that the school district has submitted adequate evidence of the district's ability to self-insure for the replacement cost of all school facilities and equipment. A copy of the insurance policy or other information indicating compliance with this section shall be provided to the department.

(b) If the department determines that a school district is not insured as required under (a) of this section, the department shall notify the school district of the determination. Unless the school district obtains adequate insurance within 30 days after the school district receives notice under this subsection, the department shall purchase the insurance required by (a) of this section for that school district.

(c) The department may not award a school construction or major maintenance grant under <u>AS 14.11</u> to a municipality that is a school district or a regional educational attendance area that is not in compliance with (a) of this section. The department shall reduce the amount of state aid under <u>AS 14.17.400</u> for which a school district may qualify by the amount, if any, paid by the department under (b) of this section.

1

# ALASKA ADMINISTRATIVE CODE

#### 4 AAC 31.200. Loss protection required

(a) By July 1, 1997, a district shall comply with <u>AS 14.03.150</u> by maintaining all risk property insurance coverage for the replacement cost of all school facilities and equipment. A district shall carry flood coverage for school facilities and equipment in a flood plain or flood-prone area. The coverage shall include necessary code upgrade costs and additional extra expenses incurred by a district carrying on routine operations during a period of repair or replacement of the school facility and equipment.

(b) A district shall carry insurance that provides for the full replacement cost of all school facilities damaged or destroyed, and may be written on a loss limit basis, limited to the maximum probable loss per occurrence of any school facility clusters. Equipment shall be insured for its full replacement cost, but a school district may insure equipment for its depreciated value or actual cash value if the equipment is more than 10 years old. Any loss not within the mandatory insurance requirements of this section shall be borne by the district.

(c) In addition to the requirements of (a) and (b) of this section, an insurance policy purchased by a regional educational attendance area for any school facility or equipment owned by the state shall include

(1) the state as an additional insured;

(2) earthquake coverage; and

(3) flood coverage, regardless of whether the school facilities or equipment are in a flood plain or flood-prone area.

(d) In this section,

(1) "code upgrade" means upgrades required by applicable building and fire codes or other law for the occupancy of the school facility;

(2) "flood plain" or "flood-prone area" has the meaning given in 44 C.F.R. 59.1 (Oct. 1, 1996);

(3) "replacement cost" includes all costs associated with replacement of the facility including construction management, design, equipment, technology district overhead, and art costs under <u>AS 35.27</u> necessary to insure that the facility is fully operational at no additional cost to the district.

(e) If a school facility operated by a regional educational attendance area and owned by the state is damaged or destroyed, the district shall include the department in all insurance negotiations.

History: Eff. 8/31/90, Register 115; am 6/11/97, Register 142; am 6/17/2010, Register 194

# Authority: <u>AS 14.03.150</u>

<u>AS 14.07.060</u>



# CORDOVA SCHOOL DISTRICT

PO Box 1330 \* 675 Second Street Cordova, Alaska 99574 (907) 424-3265 \* FAX (907) 424-3271

October 2, 2013

Mr. Mike Hanley, Commissioner Alaska Department of Education and Early Development PO Box 110500 Juneau, AK 99811-0500

Dear Commissioner Hanley,

I would like to thank Heidi Teshner and Mindy Lobaugh for the time and consideration they have devoted to our conversations surrounding Cordova School District's fiscal year 2014 operating fund budget. That being said, Cordova School District respectfully requests your reconsideration of the department's decision regarding in-kind services charged in our fiscal year 2014 operating fund budget.

This fiscal year, the City of Cordova has determined that our building insurance should be the responsibility of the city, because they own the buildings. Cordova School District pays no rent/lease or any other in-kind service to occupy the space of the buildings. When going through our budget process, we discussed with our auditors (both at the city and the school district), whether or not the insurance would be considered an in-kind service. Due to the fact that the use of the buildings is not an in-kind service, and due to the fact that the insurance is for those buildings, and "the money follows the asset," both sets of auditors agreed that we could remove the insurance cost from our operating budget in total. This represents a \$66,673 increase in funds available for instruction.

We are in compliance with AS 14.03.150 in that we can "provide proof of adequate property insurance for the replacement cost of all school facilities and equipment." We are also in compliance with 4 AAC 31.200 in that the insurance that we have on the facilities complies with the loss protection required. Last, we are in compliance with the Uniform Chart of Accounts and Account Code Descriptions 2012 Edition regarding in-kind services, which lists insurance as an allowable service, but not a required service.

The Department of Education indicated that their denial of our original 2014 budget was due to the fact the school district has previously been purchasing our own building insurance, so the city insurance must be an in-kind service, because of precedence. Cordova School District's position is that we should have never been paying for our building insurance, and that precedence is not a viable reason to deny our original budget.

In financial times such as this, where the legislature has not increased our funding, in a district that has declining enrollment, every penny that is available for quality teachers is crucial. The funds we no longer are using to pay for insurance would have been sustainable funds, so our Board of Trustees authorized the hiring of a full-time science teacher. Unless there is an acceptance, by the department, of our original budget, we will have to lose that teacher in the next school year.

In-kind services solely affect our city's local contribution. We are blessed in Cordova, in that the city funds us at one-hundred percent of the cap in the formula and are always looking for ways to provide additional funding. In-kind services have no effect on our state contribution, and what qualifies as an in-kind service is typically determined between the city and the school district. It is the position of Cordova School District that the department, in this decision, has stepped into our realm of local control.

Based on all of the reasons outlined above, we respectfully ask you to overturn the department's decision and allow us to move forward with our original 2014 operating budget.

Thank you for your time,

Theresa Keel Superintendent of Schools Cordova School District Cordova, Alaska

Cc Verna Reedy



GOVERNOR SEAN PARNELL

# Department of Education and Early Development

Office of the Commissioner

801 W 10th Street, Suite 200 P.O. Box 110500 Juneau, Alaska 99811-0500 Main: 907.465.2800 TTY/TTD: 907.465.2815 Fax: 907.465.4156

October 8, 2013

Theresa Keel, Superintendent Cordova City Schools PO Box 1330 Cordova, AK 99574

Dear Superintendent Keel:

I am writing in response to your letter dated October 2, 2013, requesting reconsideration concerning the Cordova School District's (CSD) fiscal year 2014 operating budget. While I understand that allowing CSD to leave the value of property insurance purchased by the City of Cordova out of its chart of accounts would allow the city to contribute additional funding to the CSD, the plain meaning of the department's regulations clearly defines the value of that property insurance as an in-kind service which must be included in the district's chart of accounts.

AS 14.03.150 requires that school districts have the responsibility to purchase and maintain or provide proof of adequate property insurance. A district can meet this requirement by purchasing insurance directly or acquiring it through a third party such as a borough or city. The fact that CSD operates its schools in city-owned buildings doesn't relieve it of its responsibilities to account for the value of insurance procured on its behalf by the City of Cordova. Neither AS 14.03.150 or 4 AAC 31.200 provides support for this position. 4 AAC 09.990(b)(2) defines value of in-kind services as follows: "value of in-kind services" means the documented fair market value of insurance, utilities, energy, audits, and maintenance of facilities provided at no charge to a district by the city or borough as reported in the district's school operating fund. Quite clearly, the value of the insurance purchased by the City of Cordova falls within this definition.

The department has adopted the Uniform Chart of Accounts by reference at 4 AAC 06.120(a)(2). The standardized structure of the chart of accounts was adopted in order to establish a uniform minimum chart of accounts statewide to improve financial data collection, reporting, transmission, accuracy and comparability. The reporting of in-kind appropriations such as property insurance is clearly required by the chart of accounts. Therefore, I decline to overturn the department's decision dated August 16, 2013.

This letter constitutes a final agency decision appealable to the Superior Court.

Sincerely,

Venlin mho

Mike Hanley Commissioner

# Alaska Department of Education and Early Development - School Finance FY2014 School Operating Fund Budget

Page 1

School District Name:	Cordova School District	
Projected District ADM (K - 12):	310	
	· .	
Prepared by:	Unin Deck, Business Manager Signature/Title	8/14/2013 Date
Phone Number:	907 424-3265	
Approved by:	Superintendent's Signature	8/2//2013- Date

Approval of City/Borough Official of Local Contribution designated on Page 3:

1615 Official Signature/Title Date

Form # 05-93-038 Alaska Department of Education & Early Development

# Alaska Department of Education and Early Development - School Finance FY2014 School Operating Fund Budget Summary

Cordova School District			Page
District Name			
Beginning Fund Balance: July	1, 2013 (Subject to 10% Limit per AS 1-	4.17.505(a))	\$56,800
	(Excluded from the 10% Limit)		\$0
	Total Beginning Fund Balance		\$56,800
Revenue			
	City/Borough Appropriations	(1) \$1,654,764	
	Earnings on Investments	(2) 250	
	Other Local Revenues	(3) 20,500	
041	Tuition from Students	(4) 15,000	
	Tuition - Other Districts	(5) 0	
	E-Rate Program	(6) 58,000	
	State Sources	(7) 4,406,286	
100	Federal Sources - Direct	(8) 24,000	
.150	Federal Sources - Through the State	(9) 0	
190	Federal Sources - Other Agencies	(10) 0	
250	Transfers From Other Funds	(11) 0	
	Total Revenue		\$6,178,800
Expenditures			
•	Instruction	(12) \$2,982,402	
	Special Education Instruction	(13) 425,448	
	Special Education Support Services	(14) 8,812	
	Support Services - Students	(15) 140,887	
	Support Services - Instruction	(16) 405,981	
	School Administration	(17) 340,150	
450	School Administration Support Services	(18) 175,419	
510	District Administration	(19) 267,610	
550	District Administration Support Services	(20) 269,931	
600	Operations and Maintenance of Plant	(21) 899,236	
700	Student Activities	(22) 272,728	
780	Community Services	(23)0	
900	Other Financing Uses	(24) 20,000	
	Total Expenditures		\$6,208,604
mutter mut national terms	0.0044. (0	(47 EOE(+))	200,000
Ending Fund Balance: June 3	0, 2014 (Subject to 10% Limit per AS 14 (Excluded from the 10% Limit)	e. 17.505(a))	<u>\$26,996</u> **
	Total Ending Fund Balance		<u>\$0</u> \$26,996
	rotar Enung Fund balance		** Must be greater than or equal to zero
			most on groater man or equal to (dio

# Minimum Expenditure for Instruction Calculation AS14.17.520 & 4 AAC 09.115

Total Instructional Expenditures (Functions 100-400)	(a) \$4,303,680
Total Expenditure Codes (Functions 100-780)	(b) <u>\$6,188,604</u>
Total Instructional Expenditures (a) divided by Total Expenditures (b)	70%

Form # 05-93-038 Alaska Department of Education & Early Development age 2

# Alaska Department of Education and Early Development- School Finance FY2014 School Operating Fund Budget Revenues

Cordova	District
<b>District N</b>	

10 City/Borough Appropriation	ons	Amount	
011	City/Borough Tax Appropriation	1,550,638	
012	2 City/Borough "In-Kind"		
	(detall descriptions & dollar amts required for in-kind)	······	-
	Water, sewer, and garbage	37,453	
	Property insurance	66,673	-
			-
		******	-
	Total City/Borough Appropriations		\$1,654,764
			Transferred to (1) on page 2
30 Earnings on Investments			
030	Eamings on Investments	250	
	Total Earnings on Investments		\$250
			Transferred to (2) on page 2
40 Other Local Revenues			
	) Other Local Revenues - Identify:	,	
040	-		
	(provide detail descriptions & dollar amts for local revenues)	45.000	-
	Student Activity	15,000	
	Miscellaneos	2,000	
	Rentals	3,500	~
			-
	Total Other Local Revenues		\$20,500
			Transferred to (3) on page 2
41 Tuition from Students			
041	I Tuition from Students	15,000	_
	Total Tuition from Students		\$15,000
			Transferred to (4) on page 2
42 Tuition - Other Districts			
042	2 Tuition		-
	Total Tuition - Other Districts		\$0
			Transferred to (5) on page 2
)47 E-Rate Program			
it chaterrogram	7 E-Rate Program Revenue	58,000	-
+	aller - a sum sum and		\$58,000
+	Total E-Rate Program		
+	Total E-Rate Program		Transferred to (6) on page 2

Page 3

# MEMO, City of Cordova

To:Mayor and City CouncilThrough:Randy Robertson, City ManagerFrom:Jon K. Stavig, Finance DirectorDate:26 February 2014RE:Annual Asset Allocation Policy

Each year the City's investment policy requires the establishment of asset allocations by resolution. The last year the City revisited this was during FY '12.

I contacted Buck Adams at UBS for his recommendation for FY '14. His recommendation is to change the allocation banks variations from 5% to 10% to allow a more flexibility should we encounter another 2007-2009 period.

The attached resolution reflects this change and my recommendation for the Council to adopt this resolution as presented.

Respectfully submitted,

Jon K Stavig, Finance Director

#### CITY OF CORDOVA, ALASKA RESOLUTION 03-14-13

#### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, DESIGNATING ASSET ALLOCATION FOR INVESTMENT OF THE CITY'S GENERAL RESERVE (PERMANENT) FUND

**WHEREAS**, the City of Cordova has a City General Reserve Fund, also known as the City Permanent Fund, established under CMC 5.44.010; and

**WHEREAS**, CMC 5.44.040 sets forth the manner in which the General Reserve Fund will be managed, including the adoption of an investment policy; and

**WHEREAS**, on August 16, 2010 Resolution 08-10-50 was passed establishing an Investment Policy for the City of Cordova General Reserve Fund; and

**WHEREAS**, Section 6 of the Investment Policy establishes Authorized Investments for the General Reserve Fund, subject to an approved asset allocation policy; and

**WHEREAS**, Section 8.2 of the Investment Policy requires establishment of asset allocation by resolution annually.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Cordova, Alaska, hereby designates the following asset allocation amounts +/-10%, to serve as the FY2014 asset allocation policy for investment of the City's General Reserve Fund.

50% Fixed Income40% Equities10% Alternative Investments

# PASSED AND APPROVED THIS 5<sup>th</sup> DAY OF MARCH, 2014

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

#### CITY COUNCIL REGULAR MEETING FEBRUARY 19, 2014 @ 7:30 PM LIBRARY MEETING ROOM MINUTES

# A. CALL TO ORDER

*Mayor James Kacsh* called the Council Regular Meeting to order at 7:40 pm on February 19, 2014, in the Library Meeting Room.

# **B. INVOCATION AND PLEDGE OF ALLEGIANCE**

*Boy Scout Troop 624* led the audience in the Pledge of Allegiance. The troop then led the audience in the singing of Happy Birthday to City Attorney, *Holly Wells*.

# C. ROLL CALL

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

# D. APPROVAL OF REGULAR AGENDA

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

Mayor Kacsh added a second guest speaker, Joel Azure of NVE.

Vote on motion: 5 yeas, 0 nays, 2 absent (Carpenter, Reggiani). Motion passes.

# E. DISCLOSURES OF CONFLICTS OF INTEREST

*David Allison* declared a conflict on agenda item 12 because he works for Eagle and he was involved in the proposal they put forward. *Mayor Kacsh* agreed.

# F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Guest Speaker

**a.** Charles (Buck) Adams and Chad Adams, UBS Financial, City Investments – *Buck* and *Chad* both reported to Council on the City's Investments and how the City fared through 4<sup>th</sup> quarter of 2013. After a lengthy detailed report, *Buck* said there were horrific gyrations in the market and right now we are happy to be flat.

**b.** Joel Azure, NVE presented Council with a letter which was written to *Robertson* as the two will be working out negotiations on the performance deed of trust. He said he wanted to see if Council had questions about NVE's plans to satisfy the liquidated damages. *Bradford* said that *Azure* was working with the City Manager on that, right? That was agreed to by *Azure*.

2. Audience comments regarding agenda items:

*Clay Koplin* of CEC, mentioned that his Board of Directors had asked him to take a look at Crater Lake for hydro possibilities after they realized that the City was looking in that direction for water supply possibilities. He mentioned the demands that are put on water supply and electric supply by the seafood processing industry in Cordova in the summer months. Then he said there are demands in winter months on both due to freeze up. He has been working with the Public Works department and City Manager to explore these options together – it has been a collaborative effort. Cost sharing could be helpful – i.e. sharing in the infrastructure initial costs and then sharing in maintenance costs once built as well.

3. Chairpersons and Representatives of Boards and Commissions

*HSB* – *Allison* said they had a meeting earlier tonight, we evaluated Providence's contract, and we evaluated the administrator and re-credentialed three providers and received a report from the administrator.

Planning and Zoning – Reggiani was not present to report.

*School Board – Bradford* said school board meets tomorrow night and he asked *Allison* if he could attend in his place.

4. Student Council Representative Report – *Sarah Hoepfner* said that this coming weekend there are conference Basketball games against Houston and JH Volleyball will travel to Glennallen and Tok. Also,

there is a four day weekend due to in-service on Monday and Tuesday. Next weekend is Homecoming against Valdez and the theme is Time Warp. Next week also, National Ocean Sciences Bowl will compete in Seward and last week Future Problem Solvers had the team state qualifying competition and this week is individuals. Student Council's main focus now is homecoming.

# G. APPROVAL OF CONSENT CALENDAR

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

**5**. Substitute Resolution 02-14-10 a resolution of the City Council of the City of Cordova, Alaska, supporting development of a PWS Tanner Crab management plan by 2015, to be discussed at the statewide King and Tanner Crab Board of Fish meeting in Anchorage March 17-21, 2014

**6**. Resolution 02-14-11 a resolution of the City Council of the City of Cordova, Alaska, authorizing the conveyance of 1556 square feet of ATS 220, adjacent to the West side of Lot 1, Block 1 of the Cordova Industrial Park to Ocean Beauty Seafoods LLC

7. Council waiving right to protest renewal of liquor licenses Powder House, Gandy Dancer Bar and AK Commercial Co.

8. Council concurrence of Mayor's appointment(s) to the Parks & Rec Commission

9. Record excused absence for *Burton* from the February 5, 2014 Regular Meeting

Vote on Consent Calendar: 5 yeas, 0 nays, 2 absent (Reggiani, Carpenter). Joyce-yes; Allison-yes; Burtonyes; Cheshier-yes and Bradford –yes. Consent Calendar was approved.

# **H. APPROVAL OF MINUTES**

*M/Bradford S/Burton* to approve the Minutes.

10. Public Hearing Minutes 2-05-14

**11**. Regular Meeting Minutes 2-05-14

Vote on motion: 5 yeas, 0 nays, 2 absent (Carpenter, Reggiani). Motion passes.

# I. CONSIDERATION OF BIDS

12. Council approval of contract with Eagle Contracting for upgrades to drain piping at Baler Facility

*M/Cheshier S/Bradford* to direct the City Manager to enter into a contract with Eagle Contracting Corporation of Cordova, Alaska, to perform the upgrades to the drain piping located at the solid waste baling facility for a sum of One Hundred Ninety-Five Thousand Dollars (\$195,000).

*Joyce* asked the Manager to give a brief overview. *Robertson* said this is the first of a few to come before Council. This is to get the floor fixed, the drain working. *Mr. Hallquist* and *Mr. Dahl* did a great job with the RFP and the bid review, etc. *Robertson* said the recommendation is to move forward with this – it is long overdue.

Vote on motion: 4 yeas, 1 conflicted (Allison), 0 nays, 2 absent (Carpenter, Reggiani). Motion passes.

**13**. Council approval of contract with Premier Electric for installation and connection of the generator at the Mt Eccles emergency shelter

*M/Joyce S/Bradford* to direct the City Manager to enter into a contract with Premier Electric of Wasilla, Alaska, to perform the installation and connection of the 320kw mobile generator at the Mt. Eccles Emergency Shelter (Mt. Eccles Elementary School) for a sum of One Hundred Sixty Seven Thousand Eighty Two Dollars (\$167,082).

*Joyce* asked the Manager to give a brief overview of this one too. *Robertson* said we were able to get a second batch of money from the State for this, as in the initial process there was not enough to complete the job. An extra \$97K was offered so we started over and re-bid the job with the additional funding.

Vote on motion: 5 yeas, 0 nays, 2 absent (Carpenter, Reggiani). Motion passes.

# J. REPORTS OF OFFICERS

14. Mayor's Report – *Mayor Kacsh* said 1) thanked the Fisheries Advisory Committee for meeting on such short notice to help Council with a resolution for Board of Fish; 2) he attended the Fire Department Banquet;
3) He would like to begin conversations with DoT concerning the speed limit on Whitshed Road

15. Manager's Report – *Robertson* reported that: 1) we received a very positive letter of support from *Dr. Ng* of PWSCC – he wrote a personal note to *Austerman* and *Stevens* regarding the Cordova Center; 2) yesterday PWSEDD passed a resolution of support for getting the Cordova Center done; 3) he has received the first offer from PWSSC to purchase the fill-lot; 4) he'd like *Holly Wells*, to introduce *Max Gardner*, new member of the legal team for Cordova Center, *Wells* mentioned that he is the construction law expert at the firm, she is glad to have him on the case and they will talk during executive session; 4) *Robertson* said he heard from *Bitney* that a successful strategy a few years ago was "lunch on Cordova" for the legislature which consisted of 50 - 60 or so pounds of halibut, so he wonders how to accomplish this – *Bitney* has said it went over well then and would again, he said the executive chef down there is a friend of *Bitney's* and he could pull it off if we were to get the fish.

# 16. Staff Reports

a. Charles (Buck) Adams, UBS, City Investments – already heard from him earlier

b. Public Works Department overview - Robertson and a team from Public Works gave a presentation of the different divisions and their challenges: Hallquist, Greenwood, Dahl, Howard, spoke to power point presentation slides concerning the various divisions, Streets, Water/Sewer and Refuse. Some main points that were discussed included aging infrastructure (road, pipes), systemic problem of employee turnover within the divisions, aging and limited supply of heavy equipment (i.e. only one of each of some of the vitally important pieces), water capacity vs. seasonal increased demands, "can to the curb" campaign in refuse (i.e. need for Council assistance in educating the public). There was a question from Council member Joyce who asked if there has been a calculation made regarding the supply available if we were to make Crater Lake a City water source. *Hallquist* said he is carefully preparing the RFP for LT2 to include such things as that; these firm are aware of that and can get the answer to that question. The presentation continued with Bill Howard speaking to roads. He mentioned that 20 years ago there were numerous washouts of City streets and roads after each rain storm. So over the years, many drainage projects have been done and many streets have been chip-sealed - these two things have helped the washout situation immensely. Hallquist went on to explain the Ray Tech reclaimer which is a patching machine for asphalt and there is a resolution later in the meeting where the Council can approve the purchase of this along with 3 barrels of oil to proceed with chip-sealing this summer also.

17. City Clerk's Report – *Bourgeois* said she had a written report in the packet.

# K. CORRESPONDENCE

18. Letter from NVE thanking City for Sobriety donation 01-15-14

19. Notice from Division of Elections in re comment period on boundary changes 01-21-14

20. Council letter to ARRT in re dispersants 02-06-14

# L. ORDINANCES AND RESOLUTIONS

**21**. Resolution 02-14-12 a resolution of the City Council of the City of Cordova, Alaska authorizing the appropriation of \$170,000 from the receipt of money previously obligated and spent in support of the 2012 snow emergency for the acquisition and use of chip-seal oil and an infrared asphalt patching apparatus to fulfill the City's road maintenance program for fiscal year 2014 and into the future

*M/Joyce S/Cheshier* to approve Resolution 02-14-12 a resolution of the City Council of the City of Cordova, Alaska authorizing the appropriation of \$170,000 from the receipt of money previously obligated and spent in support of the 2012 snow emergency for the acquisition and use of chip-seal oil and an infrared asphalt patching apparatus to fulfill the City's road maintenance program for fiscal year 2014 and into the future

*Joyce* said he thought the money to fund snowpocalypse was taken from the general fund not the permanent fund so he thought it should be returned to that fund but the resolution says the remainder will go into the permanent fund. He would like to amend that. *Robertson* said that he found savings in the budget already (albeit we are only in February) to help fund chip-sealing, he said the City can contribute \$50K which comes to 2 tanks of oil. Council thought it prudent to make that amendment to the resolution as well; to take

it down to \$120K. The point was made and reiterated that asphalt is a down-the-road plan, this purchase was for regular annual maintenance; i.e. chip-sealing and repairs and maintenance to paved roads. Also, this equipment purchase will be usable in the future if/when we do pave roads, as it is used for patching asphalt (works for the present because about half our roads are asphalt now). *Allison* asked why we chose this size piece of equipment instead of the smaller 2-ton model. *Howard* responded that this model was better suited to the asphalt that we would be using for patching. If we had a batch plant, were creating new asphalt, a two-ton would be sufficient, but with old asphalt the 4-ton works better at breaking it down for use. *Burton* wanted an answer to one simple question, of the \$170K in the resolution, how much was for the equipment and how much for chip-seal oil. *Robertson* said \$95K was the 2 pieces of equipment, \$75K for 3 tanks of oil. *Burton* is not a fan of chip-sealing, he is ok with the equipment purchase.

*M*/*Joyce S*/*Bradford* to amend the resolution by changing \$170,000 to \$120,000 in the title, in the 5<sup>th</sup> whereas and in the "now, therefore, be it resolved" paragraph and by changing "permanent" fund to "general" fund in the 5<sup>th</sup> whereas.

*Robertson* said that with the diversity of concerns and opinions, we can go ahead and order the oil and look into the infrared machine and answer all of the questions, so please if you forward all questions, we can bring it back in two weeks.

Vote on motion to amend: 5 yeas, 0 nays, 2 absent (Carpenter, Reggiani). Motion passes.

# *M/Allison S/Burton* to refer to staff.

Allison said he is interested in referring this because he thinks we all need more information on the piece of equipment and the two week delay is not too much to still be timely for spring. Bradford said he sees "Little Willy" being towed around all summer, so in this instance, he doesn't see this piece of equipment as possibly one that is purchased and then used once; he thinks it will get used. Mayor Kacsh said he is not in favor of putting this off. Cheshier said he is not in favor of putting this off as long as the staff is fine with this piece of equipment. Burton opined that there are just enough questions about the piece of equipment that he is in favor of referring as well. Robertson wanted to ensure Council that just because they approve something, it doesn't mean staff blindly goes and spends money; if any new information turns up that makes this purchase not smart, we won't do it.

Vote on motion to refer: 2 yeas, 3 nays (Joyce, Cheshier, Bradford), 2 absent (Carpenter, Reggiani). Motion fails.

Vote on the main motion: 3 yeas, 2 nays (Burton, Allison), 1 absent (Carpenter). Motion fails.

The **main motion failed** because a vote to appropriate money needs a majority of all of council vote per CMC 3.12.080C, which would mean 4 yeas were needed to pass this motion. At the meeting, this was not made clear and those in attendance did believe it passed. However, after the fact it was determined that the motion did not pass and Council members were immediately made aware of the error.

# M. UNFINISHED BUSINESS - none

# N. NEW & MISCELLANEOUS BUSINESS

22. Pending Agenda and Calendar

Next regular meeting is March 5.

# **O. AUDIENCE PARTICIPATION**

*Theresa Keel*, Superintendent of Schools, 1013 Whitshed, had couple of things to discuss. In November she had made a few funding requests to Council, for Capital items and for in-kind funding. There was insurance money that Council had originally appropriated which the state did not allow as outside the cap but instead considered it in-kind. Therefore, she had asked the City to provide the school with the same funds (\$66K) as capital funds which could be used for classroom computers that have already been purchased and we can just swap the money out which would ensure that we could retain a teaching position. She said she brought this to staff and was directed to bring it back to Council. So, she is looking for an answer on this. Final count numbers were received in December and we had some changes and it indicated there is some wiggle room in the cap. An extra \$30K or so could come from the City to the school; she wants them to be aware that she is

coming back to request that amount. In the 2012-2013 school year, the State has said that the City overpaid, so the good news for the City is that the District will be writing a check back to the City for \$50. She also mentioned that 2 weeks ago she had been in Juneau and she spoke to at least 10 different legislators and made it clear how unique a situation we are in because of the generous City funding we receive as well as how generous the public is with activity funding as well as approving of bonds, etc. in Cordova. She also spoke at length in Juneau to legislators regarding the Cordova Center and the feedback she received was that talking points need to speak to "need" vs. "want" and she would like to get more info so she can say those things when she returns to Juneau on March 2, 3.

**Tom Bailer** 304 Orca Inlet, said that the public works department gave a presentation tonight speaking to the "foundation" of the City, sewer, water, roads, it has all been neglected and it all needs repair and we are just going to have to bite the bullet and spend some money on it. You have experts in this field, they come to you and you need to help them get it done, handle the dollars let them choose the tools. Staff has done their work, lean on them, and take their recommendations. *Mayor* mentioned speed limit on Whitshed Rd. Did Council sign a resolution supporting that? The answer was yes; he said he is not in favor of that.

Bill Howard thanked Council for the time and effort they put in he knows it's not easy.

# P. COUNCIL COMMENTS

# **23**. Council Comments

**Burton** said he meant to comment during commission comments that the Harbor had a really productive meeting last week and we discussed ladders, dumpsters, grants, travel lift, maintenance issues. NVE is going to help get us as many as 200 up and out ladders for the harbor. He also wanted to thank **Donald Kurz** for getting this meeting on the internet (ASLN TV) he has been able to watch while on phone and it has been extremely helpful. Thanked staff as well for all the work that went into the presentation tonight.

Cheshier said let's get some of those roads fixed this summer.

Allison said that as far as the school and the insurance money, he doesn't have a problem if the school board looks at their budget and says they need extra money for a science teacher, but he doesn't like just blindly giving them \$66K for the insurance which has already been paid. Also, if we are \$30K under the cap, I committed to funding to the cap and I will vote to do so, if they can show that they need the extra money. As far as staff work on the infrared machine – I am sure they worked hard on it, its \$100K that I don't take lightly. It still requires a budget appropriation which hasn't been done yet.

**Bradford** thanked **Josh** (**Hallquist**) and **Brandon** (**Dahl**) for getting things moving at the Baler Facility. He also thanked **Don** (**Kurz**) for the broadcasting.

*Joyce* also thanked *Kurz* and said it sounds successful already even though this is the first time trying this, well done.

Mayor Kacsh asked for a five minute recess.

*M/Bradford S/Allison* to take a five minute recess. Hearing no objection, the meeting was recessed at 10:41 pm and then reconvened at 10:46 pm.

# **Q. EXECUTIVE SESSION**

24. Attorney legal advice regarding Cordova Center finances

*M/Allison S/Bradford* to enter an executive session to receive attorney legal advice regarding the Cordova Center a matter involving consideration of governmental records that by law are not subject to public disclosure.

Vote on motion: 5 yeas, 0 nays, 2 absent (Carpenter, Reggiani). Motion passes.

Council entered executive session at 10:46 pm and was back in regular session at 11:14 pm.

# **R. ADJOURNMENT**

*M/Allison S/Joyce* to adjourn. Hearing no objections the meeting was adjourned at 11:14 pm. Approved: March 5, 2014

Attest:

Susan Bourgeois, CMC, City Clerk MINUTES – REGULAR MEETING FEBRUARY 19, 2014 PAGE 5 OF 5



# **CITY OF CORDOVA** Office of City Manager

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

February 26, 2014

Memo to City Council Re: Baler Shell Project 02-14

# 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.

A total of (11) contractors attended the pre-bid meetings for RFP 02-14 Baler Shell. A total of (3) proposals were received in response to RFP 02-14 Baler Shell. The proposal from H Construction was nonresponsive and rejected. The RFP states that bidders must both include "drape type insulation" in the base bid, and an Alternate 1 for siding panels instead H Construction proposed spray foam, with no Alternate 1 for siding panels. Because H Construction's bid is incomplete and materially varies from the Scope of Work described in the RFP, resulting in a bid priced lower than the other bidders, it is rejected. After the rejection of H construction bid, the bid from Eagle was accepted at 507,896.00 as lowest bid. Following the acceptance of the bid from Eagle, the City and Eagle have negotiated a change order altering the original scope of work. The change order will be executed simultaneously with the Contract, and will reduce the total contract price to \$445,700. The City Manager determined that narrowing the scope of work, reducing the cost and the time saving is most advantageous to the City.

I recommend the City enter into a contract with Eagle Contracting Corporation of Cordova, Alaska, to perform the upgrades to the shell of the Solid Waste Baling Facility as set forth in the attached Request for proposal #02-14.

The total contract price is not to exceed Four Hundred Forty-five Thousand Seven Hundred Dollars (\$445,700.00).

A summary of the nature and quantity of the performance the city shall receive is set forth in the attached Request for proposal #02-14. All construction must be complete and final payment requested prior to May 30<sup>th</sup> 2014.

#### Recommended action: Voice Vote.

I move to direct the City Manager to enter into a contract with Eagle Contracting Corporation of Cordova, Alaska, to perform the upgrades to the shell of the Solid Waste Baling Facility for a sum of Four Hundred Forty-five Thousand Seven Hundred <u>Dollars (\$445,700.00)</u>.

Thank you, Randy Robertson-City Manager

We Appreciate with MONNE PORMAT This profest.

		RFP SUMMARY	
	City of Cordova		
		Baler Shell 02-14	
		Cordova, Alaska	
Date:	2/24/14	Time: 2:05pm	

Location: City Hall

PRESENT:

<u>3</u> proposal(S) RECEIVED:	
Name:	AMOUNT:
H Construction	457\$476,000
Alpine Deisel LLC	\$543,602
Alpine Deisel LLC Eagle Construction	\$507,896
Witness	
Laer Hoyle	
Witness	
Witness	

Witness

City of Cordova Cordova, Alaska Whitshed Baler Facility Request for Proposal # 02-14 Baler Shell REQUEST FOR PROPOSAL

The City of Cordova is requesting written proposals from qualified Contractors interested in providing the necessary design-build services to renovate the existing Baler Facility Shell. Renovations are to include demolition and replacement of all wall and roof purlins, metal siding, metal roofing, and exterior doors at the Whitshed Baler Facility. The renovations will also include the addition of an insulation system and concrete knee walls around the perimeter of the facility. Sealed proposals plainly marked, "RFP #02-14– Baler Shell addressed to the City Manager, City of Cordova, P.O. Box 1210, Cordova, AK 99574 will be accepted until 2:00 p.m. February 24, 2014. PROPOSALS RECEIVED AFTER 2:00 P.M. WILL NOT BE CONSIDERED.

Copies of this RFP may be obtained from Josh Hallquist at City hall, or by calling 424-6231. A mandatory pre-bid meeting will be held at 10:00am on 2-14-14 at the Baler Facility. 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 Josh Hallquist at 907-424-6231.

#### I. INTENT OF SOLICITATION

The City of Cordova (City) is soliciting competitive proposals from qualified contractors to provide the necessary design-build services to renovate the existing Baler Facility Shell. Renovations are to include demolition and replacement of all wall and roof purlins, metal siding, metal roofing, and exterior doors at the Whitshed Baler Facility. The renovations will also include the addition of an insulation system and concrete knee walls around the perimeter of the facility. Additional service requirements will be found in SECTION III, SCOPE OF WORK.

#### II. BACKGROUND

The Baler Facility is a working Solid Waste Transfer Station constructed in the 1980's. It is used to collect, sort, process, bale, and transfer solid waste to the landfill. The facility consist of the main Baler Building (Baler Building) which is a steel frame metal building (60'x112') of which the easterly 30' is open on three sides; and an addition (24'x48') located on and attached to south side of the main baler building (Cardboard Room). The intent of this RFP is to provide for the design and installation of a new insulated shell. The plant will remain in operation during construction. In addition to the work provided, an office area will need to be provided by the contractor for use by the refuse foreman in the form of a work trailer or other acceptable form. This work area will need to have telephone and internet services.

#### III. SCOPE OF WORK

Provide the necessary material, equipment, and labor to perform the following scope of work: The following work scope is provided as a minimum guideline and is not inclusive of all work activities that may be required to provide for the design, demolition, and replacement of all wall and roof purlins, metal siding, metal roofing, exterior doors, insulation system, and concrete perimeter wall at the Whitshed Baler Facility.

- Design and construction must conform to the 2009 International Building Code and all other pertinent international, state and local codes.
- Building Permit will be provided by the City of Cordova
- Contractor must have/obtain a current City of Cordova business license.
- Provide an Alaska structural engineer stamped design for wall purlins, roof purlins, door framing, purlin connections, purlin brackets/fasteners, wall/roof bracing, purlin bracing, and siding.
- Provide an Alaska structural engineer stamped design for the concrete perimeter wall and steel reinforcing.
- Demolish all existing siding and roofing on baler building and cardboard room.
- Demolish all existing wall and roof purlins on baler building.
  - Wood framing to remain on cardboard room.
- Install new wall and roof purlins on baler building.
- Install new door/wall framing for (3) overhead doors, (1) sliding door, and (2) man doors.
   Doors to be replaced with same size doors where existing.
- Supply and install (3) new overhead doors, (1) sliding door, and (2) man doors on the baler building.
- Demolish all existing doors on Baler building exterior only!!!
  - Cardboard room exterior sliding doors to remain and be re-sided to match.
- Remove and re-install all existing lighting, conduit, cable, ect...as necessary for demolition of existing roof purlins.
- Remove and re-install all existing electrical fixtures, conduit, switches, control panels, distribution panels, ect. As necessary to replace existing siding and wall purlins.
- Provide any and all temporary electrical service that may be required to support normal baler facility operations during construction.
- Install new insulation and metal siding on baler building
  - o Drape type insulation with vapor barrier will be the base bid
  - Insulated siding panels will be Alternate #1
  - Install per manufactures recommendation.
  - Provide Manufactures standard warrantee.
  - Provide and install all necessary flashings
- Install new insulation and metal roofing on baler building and cardboard room.
  - Drape type insulation with vapor barrier will be the base bid
    - o Insulated roofing panels will be Alternate #1
    - o Install per manufactures recommendation.
    - o Provide Manufactures standard warrantee.
    - Provide and install all necessary flashings

- Cardboard room roof does not require insulation, however the transition point needs to be address in the design.
- Install new metal siding on cardboard room walls and sliding doors.
  - o Install per manufacture recommendation.
  - Provide manufactures standard warrantee.
  - Color and profile to match main baler building
  - o Provide and install all necessary flashings
- Install a 6" thick x 4' tall concrete perimeter wall around the perimeter of the baler building
  - Provide an alternate price to install a 6" thick x 2' tall concrete perimeter wall on the east and west elevations. (the north and south remain 4' tall) Alternate #2
  - The cardboard room already has an existing concrete perimeter wall.
- Add two 6" diameter schedule 40 steel bollards at the power supply conduit located on the NE corner of the baler building.
- Provide the following submittals for approval prior to procurement.
  - Structural design of wall and roof purlins including connections and fasteners.
  - Structural design of door framing.
  - o Structural design of siding and wind loading calculations.
  - Provide flashing design for siding, roofing, and all other related areas requiring flashing.
  - o Structural design of concrete wall and reinforcing shop drawings
  - Concrete mix design
  - Product data for overhead doors and related hardware and manual openers.
  - Product data for Man door and related hardware.
  - Siding product data and warrantee
  - Roofing product data and warrantee
  - o Insulation product data and warrantee
  - Layout drawings for siding, girts, and roofing
- The contractor will be responsible for hauling all demolished material and construction debris to the 17-mile landfill.
  - Debris will not be allowed to build up on site and must be hauled daily.
  - There will be no charge for dumping this material.
- Coordination with the Baler facility superintendent is paramount and all construction operations/activities impacting normal baler operations will need to be coordinated 24 hours in advance.
  - The facility operates Monday thru Friday 7:00am to 3:30pm.
- Contractor to provide office trailer with phone and internet access during any phase of work where the baler office is impacted.
- Contractor will hold weekly progress meetings and provide meeting minutes for approval within 24 hours of meetings.
- All construction must be complete and final payment requested prior to May 30<sup>th</sup> 2014.
  - $\circ$  The project is funded by a 15 year old grant that is set to expire June 30<sup>th 2014</sup>.
  - Liquidated damages will equal the value of the contract for the first day past the final completion date.
- Provide O&M manuals for the following items:
  - o Man doors
  - o Overhead doors

- o Siding doors
- o Siding
- o Roofing
- All electrical work is to be performed by a licensed electrician.
- RFP reference documents
  - o RFP 02-14
  - o R.W Beck and Associates Solid Waste Baler Facility design drawings 1984
  - o ARM CO Baler Building Structural Design Drawings
  - o Section 033-00-cast-in-place concrete
  - Section 055000-metal fabrications
  - Insulation Spec part 1-3
  - o Section 074113.23-insulated metal roof panels-alternate
  - o Section 074213.13-foamed metal wall panels
  - o Section 074213.19-insulated metal wall panels-alternate
  - o Section 076100-sheet metal roofing
  - Section 081113-hollow metal door and frames
  - Section 083613-sectional doors
  - o Attachment 6
  - $\circ \quad \mathsf{DBE}\,\mathsf{Forms}$
  - o DBE Overview
  - o Federal DB wage rates
  - o Pamphlet 600 issue 27
  - Sample Construction agreement
  - o Wage Compliant Contract Addendum
  - Baler Building Plan Mark-up
- Project will be subject to Title 36 of the Alaska Statutes which requires payment of AKDOL Filing fees, filing of certified payroll with AKDOL, and related reporting. AKDOL LSS Portal can be found at https://myalaska.state.ak.us/certpay/portal.aspx.
- Project is also subject to current prevailing wage rates (found at <u>www.labor.state.ak.us/lss/pamp600.htm</u> (Pamphlet No. 600) and <u>www.wdol.gov</u>). The applicable wage rates are provided at Tab IV of the bid packet.

In accordance with 40 C.F.R. Part 33, this project is subject to a Disadvantaged Business Enterprise ("DBE") program. Each contractor with whom the City of Cordova enters into a contract for the completion of this Project is required to (1) complete the DBE forms found at Tab III of this Request for Proposals packet, and (2) comply with the wage rate requirements set out in Attachment 6 (Tab II) and the applicable wage rate determinations (Tab IV).

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 75 days from notice to proceed or May 30, 2014 whichever is earlier.

#### 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 alternate cost to provide insulated wall and roof panels. ALT#1
- Clearly identify the alternate cost to pour a 2' tall perimeter wall on the east and west elevations. ALT#2
- Provide a detailed work plan and schedule with milestones that identifying how the project will be completed in a timely fashion.
- Provide product data for proposed base and alternate siding, roofing, insulation, overhead doors, man doors, sliding doors, and related door hardware.
- Identify manufactures warrantee for siding, roofing, insulation, doors, and hardware.
- Provide evidence of liability insurance, and worker's compensation insurance if applicable
- As a minimum, proposals shall provide a proposed construction schedule to meet a substantial completion of May 15, 2014.

#### 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 (CM C 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;
  - 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; and
  - 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 not to be responsible.
  - g. Completeness of work plan and schedule.
  - h. Completeness of product data.
  - i. Completeness of warrantee information.

Proposals will be opened at the front desk in City Hall on March 3, 2014 at approximately 2:05 P.M. A contract may be awarded by City Council on March 5th, 2014 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.

City of Cordova

RFP # 02-14

Addendum #1

#### 2/15/2014

The mandatory pre-bid site meeting was held on 2-14-2014 at 10:00am. The updated bidders list is attached for your information. A number of questions and clarifications were generated during the pre-bid meeting and are listed below.

- 1. Note receipt of Addendum #1 in your proposal.
- 2. Baler pit piping Project 01-14 schedule will overlap RFP 02-14 work schedule and work will need to be coordinated between contractors.
  - a. COC project Manager will facilitate coordination.
- 3. Provide a schedule detailing major activities and durations.
- 4. The liquidated Damages for the project will be \$2,500/day.
- 5. A performance and payment bond is required.
- 6. The City will provide submittal review in no more than 5 business days.
- 7. The East end open bay will not be closed in and it will remain an open bay. New purlins and roofing will be required for this area.
- 8. The existing roof vents will not be replaced.
- 9. The refuse department will clear all loose material, dumpsters, and dump boxes from around the interior and exterior perimeter of the building prior to the start of construction.
- 10. The City of Cordova will provide snow removal on site.
- 11. The cardboard room fascia and soffit are to be metal wrapped to match new siding.
- 12. Insulation values for the "drape" style base bid insulation are as follows:
  - a. Walls R21
  - b. Roof R38
- 13. Updated FY13 DBE forms (attached)
  - a. Replaces FY12 DBE forms
- 14. Updated DB wage determination 2/7/14 (attached)
  - a. Replaces 1/17/14 DB wage determination
- 15. Updated DB Requirements FY13 (attached)
  - a. Replaces Attachment 6 (DB FY12 DB Requirements)
- 16. Updated Bidders list (attached)

The End.

# Addendum #2

All,

Please see the responses to the questions from Ron's General listed below. These questions and responses (IN RED) will constitute Addendum #2. Please note receipt of this addendum in your RFP proposal. Thank You Josh Hallquist

City of Cordova Acting Public Works Director

From: Ron Nordquist [mailto:ronsgen@gci.net]
Sent: Wednesday, February 19, 2014 12:04 PM
To: Josh Hallquist (as PW Director); 'Jerry & Vicki Blackler'; 'Eagle Contracting'; hconstructionak@gmail.com; 'Bill'; 'James Perry'; 'paul cloyd'
Cc: wilsonc1@alaska.com; 'Stephanie Bash'; 'Randy Christianson'; 'Ivan DeWitt'; Brandon Dahl; 'Start, Susan E U (DEC)'
Subject: RE: RFP 02-14 Baler Shell Addendum #1

Josh: Some items that need to be addressed.

A. Formed Metal Wall Panels call for Box-Rib. This is an AEP-SPAN product, and I don't have a matching profile with Varco Pruden. Are we allowed to substitute our Panel Rib Style Panel, in the same gauge. YES

B. The single skin roof panel is specified to be Standing Seam. I won't sell that product for this building, because with the wind speed in Cordova, it will get blown off the roof. Especially in the open bay portion. The wind will work it loose from the underside, and the roof will fail. Strongly suggest that you use a standard Panel Rib roof, that is thru fastened. With the 4:12 pitch on the existing building, there should be no leakage problems. Plus SSR is more expensive. Yes, Thru fastened Standard Panel Rib Roofing will be acceptable.

C. Both panel styles are called out to have a 3 coat Fluropolymer paint system. This is a special order paint system, and can take up to 8 weeks, to get the coil "Specially Painted". Plus it costs a minimum of \$1.50 per sq. ft. more.

The building is further than 1500 feet from salt water, so a conventional 20 year paint warranty would be granted. Both the wall and roof would need to be the same color, so that we don't also have to but 12,000 sq.ft. coils, if 2 different colors are selected, and you want the 3 coat system. That is the minimum amount I can buy, and avoid buying more coil than what is needed. Manufactures standard paint systems will be acceptable with a 20 year warrantee. One color is acceptable for all roofing and siding. Color to be from manufactures standard color pallet.

D. The same coil problem would also pertain to the Insulated Metal Panels. Manufactures standard paint systems will be acceptable with a 20 year warrantee. One color is acceptable for all roofing and siding. Color to be from manufactures standard color pallet.



# **CITY OF CORDOVA**

City of Cordova 602 Railroad Ave. P.O. Box 1210 Cordova, Alaska 99574 Phone: (907) 424-6100 Fax: (907) 424-6120 Email: policechief@cityofcordova.net Web: www.cityofcordova.net

Office of Chief of Police

TO:Cordova City Council MembersTHRU:City Manager Randy RobertsonSUBJECT:Citizens Advisory Committee.Date:February 24, 2014

The men and women of the Cordova Police Department are a young, progressive, forward thinking organization embedded in a rock solid foundation of personal and professional integrity. Our vision is to be an active, open community partner to make Cordova the best place to live, work and play in Alaska.

With that in mind, I, as Chief of Cordova Police Department, am establishing a Citizens Advisory Committee (CAC), designed to serve as a mentoring organization to the force as well as a community sounding board for our citizens. The role and mission of the CAC is to develop and hone an advisory relationship with the undersigned and members of City of Cordova Police Department focused along the lines of a Community Oriented Police (COPS) Agency. COPS is a nationally recognized policing philosophy that combines traditional aspects of law enforcement with proactive prevention initiatives, problem-solving, and community engagement and partnerships. The goal of community policing is to bring the police and the public it serves closer together to identify and address common concerns. Cities that have actively embraced the COPS concepts have shown improvement in addressing the root elements of criminal activity within the community. The Citizens Advisory Council will actively partner with the Police force to assist in expanding our network of personal and professional contacts, perform policy reviews and consultation, and serve as an ombudsman to Cordova citizens

As of this date, five prominent Cordovans have agreed to participate on this committee. My purpose in writing the Council is to inform them of this initiative and to commend these volunteers for their civic mindedness and willingness to improve our community.

Respectfully,

George D. Wintee

George Wintle Chief of Police City of Cordova



City of Cordova, Office of the City Clerk Cordova, AK 99574 602 Railroad Avenue \* PO Box 1210 Phone: 907.424.6248 Fax: 907.424.6000 Cell: 907.253.6248 E-mail: cityclerk@cityofcordova.net

# **CITY CLERK'S REPORT TO COUNCIL**

March 5, 2014 Regular Council Meeting **Date of Report:** February 24-28, 2014

Things I need feedback on or am reporting to Council on:

- I sent an email explaining this but...I'll reiterate it here, Resolution 02-14-12 failed at the 02-19-14 meeting because the vote was 3-2 and the required vote was "a majority of all the members of the council" which means 4 yeas were needed; I have attached charter/code references that help determine when "a majority of all of council" is needed
- I am still advertising for 2 Parks and Rec seats please talk to your constituents and drum up interest in serving on this important City commission
- I'll bring up at Pending Agenda this question what time would you like to have the special meeting on March 13 to certify the Election noon or 7pm or something different

# Things the Clerk's Office has been working on:

- 2014 General Election March 4 all last minute preparations underway in the Clerk's office The Election Board, Clerk and Deputy Clerk will be there at 6:30 am to set up and await the voters.
- I will bring and verbally report the results at the polls at the Match 5, 2014 Regular Meeting.
- Signed paychecks/other AP checks
- Prepared agenda and packet for regular mtg on 3-5-14
- Attended Department Head meetings on February 18 & 25
- Submitted Sub Res 02-14-10 to the Board of Fish online comment submission system
- Deputy Clerk is diligently entering all the changes for 2014 tax roll, working closely with the City Assessor on changes and updates; approving new and reviewing existing senior citizen exemption applications; assessment notices will be mailed on March 7
- Deputy Clerk is also receiving payments from delinquent notices to 2013 taxpayers who are late on payments to the City in preparation for foreclosures hoping to keep that list very short
- Conducted research regarding types of votes required for varying Council actions per charter and code attached to this report is a good reference.
- Sought attorney advice regarding how to handle an incorrect vote count at the February 19 Regular Meeting.
- Assisted two different families with burial permits and locating gravesites, worked with Public Works to ensure locations were accessible
- Updated cemetery records, map, spreadsheet
- Assisted finance department on a few resolutions for tonight's agenda

Code:

#### 3.12.080 - Meetings—Passage of proposals.

A majority of the members of the council shall constitute a quorum. Any action the council is authorized or required to take under the Charter or this code may be taken by favorable vote of a majority of the quorum except as follows:

A. **A majority of all** members of the council shall be required for final passage of an ordinance, in accordance with Article II, § 2-13 of the Charter;

B. A majority of all the members of the council shall be required to adopt a budget and make appropriations for the next fiscal year in accordance with Article V, § 5-4 of the Charter;

C. A majority of all the members of the council shall be required for the transfer of unencumbered appropriations in accordance with Article V, § 5-6 of the Charter;

D. An appropriation from the city general reserve fund must be in accordance with Section 5.44.060

E. Concurring vote of four members shall be necessary when the council sits as a board of adjustment in accordance with Section 3.40.100

F. Vacancies in the office of mayor and council membership shall be filled by majority vote of the council's remaining members in accordance with Article II § 2-10 of the Charter;

G. The city manager shall be appointed or removed by a vote of a majority of all council members, in accordance with Article III, § 3-1 of the Charter;

H. A majority of all the members of the council shall be required to create an office or position of employment or to incur an expenditure of funds for purposes not specifically included in an approved budget.

The council shall vote on a roll call vote where a majority of all members is required, or upon request of any council member. The results of all votes shall be entered into the minutes of the meeting.

#### Charter:

#### Section 5-4. - Budget: Amendment—Adoption—Appropriations.

The council may insert, strike out, increase or decrease items in the budget, and may otherwise amend it; but the proposed expenditures shall never exceed the anticipated revenues therein. The council, by majority vote of all its members, not later than the third day before the beginning of the fiscal year, shall adopt the budget and make appropriations for such fiscal year. If the council fails to adopt the budget and make appropriations on or before that day, the budget, as submitted or as amended, as the case may be, shall go into effect and be deemed to have been fully adopted by the council, and the proposed expenditures therein shall become the appropriations for the next fiscal year. The appropriations, when made by the council by resolution or ordinance separate from the budget document, need not be in as great detail as the proposed expenditures in the budget; but appropriations shall never exceed the anticipated revenues in the budget.

# Section 5-6. - Transfer of appropriation balances.

Except as the council by ordinance may provide otherwise, the city manager may transfer unencumbered appropriation balances or parts thereof from any item of appropriation within a department, office or agency to any other item of appropriation, including new items, within the same department, office or agency. The council, by motion, resolution or ordinance passed by vote of a majority of all its members, may transfer unencumbered appropriation balances or parts thereof from any item of appropriation to any other item of appropriation balances or parts thereof from any item of appropriation to any other item of appropriation, including new items, whether such other item is within the same department, office or agency.

#### 3.12.060 Meetings—Order of business.

**A**. The order of business for the regular meetings of the city council shall be as follows, unless the council votes to conduct the order of business otherwise:

- 1. Call to order;
- 2. Pledge of allegiance;
- 3. Roll call;
- 4. Approval of regular agenda;
- 5. Disclosures of conflicts of interest;
- 6. Communications and petitions by visitors (ten-minute limit);
- 7. Approval of consent calendar;
- 8. Approval of minutes;
- 9. Consideration of bids;
- 10. Reports of officers;
- 11. Correspondence;
- 12. Ordinances and resolutions;
- 13. Unfinished business;
- 14. New or miscellaneous business;
- 15. Audience participation;
- 16. Council comments;
- 17. Adjournment.

**B**. Communication and Petitions by Visitors At Council Meeting (Ten-minute Limit). The communication and petitions by visitors shall be limited to ten minutes. The mayor shall call upon as many individuals as time allows. A maximum of three minutes is allowed for each speaker. The clerk shall monitor the time limit. If more than one individual desires to address the council on the same matter, it shall be proper for the mayor to request that a spokesman be chosen to address the council in order to avoid repetition. Any written material presented at this time shall be given to the clerk for distribution. The ten-minute time limit may be extended with the unanimous consensus of the council. The mayor or any councilmember may comment to communications and/or petitions given by visitors during this period. If there is no individual desiring to offer public communications and/or petitions, the council shall immediately proceed with the next agenda item.

**C**. Approval of Regular Meeting Agenda. With no objection from council, items may be added or removed from the agenda by councilmembers, mayor, city manager or city clerk at the time of approval of regular meeting agenda. If a councilmember objects to the addition or removal of an item to or from the regular agenda, a vote shall be required for action to be taken.

**D**. Approval of Consent Calendar. Those items for council agenda which are considered routine by the city manager and city clerk shall be listed under the consent calendar. Any councilmember, mayor, city manager or city clerk may recommend an item to be added to the consent calendar or removed and placed in the regular agenda for consideration. A majority vote of the council shall be required for the approval of the consent calendar. Items approved in the consent calendar shall appear in the council minutes as if acted upon individually.

**E**. Approval of Minutes. Unless the reading of previous council minutes is requested by a majority of the council, such minutes may be approved with corrections or additions without a reading provided that the clerk has furnished each councilmember with a copy thereof.
### Susan Bourgeois

From:	psks@ctcak.net
Sent:	Tuesday, February 18, 2014 12:34 PM
То:	Mayor
Cc:	Susan Bourgeois; George Wintle; Michael Hicks; tkeel@cordovasd.org; Linda Crider Crider; Karen
	Swartzbart; Karen Swartzbart
Subject:	Whitshed Road-Speed Reduction 35 to 25 to Orca Inlet Recreational Area
Attachments:	25 to Ball field(3).doc; ATT00001.htm; Final 25 on Whitshed.doc; ATT00002.htm; DOT 35 to 25
	Denied.pdf; ATT00003.htm

Mayor Kacsh,

In October 2013, Northern Region Traffic and Safety denied the City of Cordova, Alaska Resolution 03-10-14, to reduce the speed limit from 35 mph to 25 mph on Whitshed Road from Copper River Highway to Orca Inlet Drive.

As you may recall there are numerous community members who spoke out in favor of this very important safety issue; local residents, Cordova Police Department, Alaska State Troopers, Cordova Superintendent, Cordova DOT, Cordova Parks and Recreation, Director of Public Works, Executive Director of Native Village of Eyak, Cordova Little League, Safe Routes to School, and Alaska Association of Student Government - passing a Resolution Increase Safety on Whitshed Road.

As there are new City Council members and this issues has been going on for four years since the original request was made to Northern DOT I have attached 3 Documents to refresh memories and update new members.

#### Per Attached:

1.) March 17, 2010- A letter from Karen Swartzbart wrote to Cordova City Council bringing to their attention my concerns for the safety of Cordova residents traveling to the then new Orca Inlet Recreational Area.

Cordova City Council Passed Resolution 03-10-14, to recommend Northern DOT to reduce the speed limit from 35 mph to 25 mph on March 31, 2010.

2.) January 19, 2011- As Northern DOT were not committing to a Speed Study at any time soon, Karen Swartzbart wrote an additional letters to help move the process along and to ask for a yellow advisory speed sign of 25 mph during base ball season, which was also denied. Please note all the community members who signed this letter of support.

3.) October 23, 2013- Northern Region Traffic and Safety Engineer Pam Golden sent letter to Cordova City Council denying speed limit change from 35 mph to 25 mph on Whitshed Road to Orca Inlet Recreational Area. Please take notice of their data set dated September 10-11, 2012. At 1,624 observations, 85 % of the traffic went 45 mph, while the Median Pace was 40 mph, clearly exceeding the EXISTING speed limit of 35 mph, proving the point that people will go 5 to 10 miles over the speed limit if inclined to do so. Statistics point out that a crash of a motor vehicle and a pedestrian or cyclist at 45 mph speed results in a fatality. At 25 mph there is a much greater chance of recovery from injury. It seems to me that Northern DOT is missing the point that Cordova is trying to calm the traffic to our recreational area.

City Council of Cordova, Alaska

Dear Councilmen,

I am writing about my concerns about safe access for all Cordova residents and visitors to the new ball field on Whitshed Road. Since the ball field opened in 2008 there has been increased bicycle and pedestrian traffic, especially children.

For 2010, the Parks and Recreation Dept. have made available a new multi use soccer, volleyball, kickball, football field that can also be used for festivals, and community events. Their long-range plan is to have a lighted trail around the perimeter for a running and ski track. In addition, there will be water, snack shack, and restrooms. This field could be a year round destination.

A few Whitshed Road residents feel that 25 mph is too slow for this 1/2 mile section that goes past the ball field to Orca Inlet Drive (Public Works building) to get to their final destinations.

**This is what I did:** I timed myself using a stopwatch going 25 mph and 35 mph starting at the first 35 mph sign on Whitshed coming from the Cooper River Highway to Orca Inlet Drive, which is exactly  $\frac{1}{2}$  mile.

### Here are my results:

<u>25 mph</u>	<u>35 mph</u>
1:20 min	1:06 min - Difference of 14 seconds
1:24 min	1:03 min - Difference of 21 seconds
1:24 min	1:05 min – Difference of 19 seconds

### Also of Interest:

40 mph

Pedestrian Injuries at Impact: (National Highway Traffic Safety Admin.)

<u>20 mph</u>

85 % Chance of Death 5% Chance of Death

To arrive at your final destination approximately 14 to 21 seconds later seems a small inconvenience for a huge impact on human life and safety.

### Lets talk about road conditions and hazards on this 1/2 mile section.

**CONDITIONS:** This is a narrow section of Whitshed Road with no shoulder and a cliff on one side and drainage ditches and rock wall on the other. There are no pullouts or safe places to get off the road. Then there are the blind corners before and after the ball field on Whitshed Road.

**TRAFFIC:** Within a 1/8 of a mile past the ball field we have the Public Works building, a working gavel pit, and the Baler Facility. All these facilities require and use heavy industrial vehicles to do business running back and forth in front of the ball field and we are all well aware of the increased summer traffic going to the boat yard.

A new road development at the end of Hartney Bay Road will further increase traffic, including gravel trucks, construction crews and new homeowners.

**REALITY:** The reality of posting a 25 mph sign will actually result in drivers going up to 30 mph, because as we all know we are willing to risk going 1 to 5 mph over the speed limit. So in the end I hope to have drivers going 30 mph, but it won't be 40+ mph like most all of us have done. (We get distracted, stressed, in a hurry, late!!! I so understand that).

**THE BOTTOM LINE:** We as a community must recognize this 1/2 mile section on Whitshed Road as a **Shared Road** used by many user groups. Reducing the speed from 35 mph to 25 mph is the prudent thing to do making it safer for all of us.

We recently received a \$523,000 grant through Safe Routes to School, \$185,000 will be used to design a bike path to the new field. This path will take time and money to build, so lowering the speed is action we can take immediately.

**GOAL:** A letter of support from the Cordova City Council to reduce the speed from 35 mph to 25 mph on this ½ mile section on Whitshed Road to be submitted to the State Department of Transportation as soon as possible.

Thank you for your consideration on this vital issue.

Sincerely,

Karen Swartzbart, Whitshed Road resident

Alaska Dept. of Transportation and Public Facilities1/19/2011Northern RegionColleen Ackiss, Northern Traffic and Safety Chief(907) 451-5359Re: Speed limit reduction from 35 mph to 25 mph on Whitshed Road, Cordova

Dear Colleen,

This is a summery of our concerns with the speed limit of 35 mph on Whitshed road between the Copper River Highway and our new recreational area.

In 2008, Cordova built Orca Inlet Recreational Area, a multiuse park on the State owned Whitshed Road. Currently the speed limit along Whitshed Road to the park is 35 mph. There is widespread support from the community to reduce the speed limit to 25 mph, for a distance of .8 mile from the Copper River Highway to the City's RV campground and recreational park. This park is now part of the school districts athletic program and students are required to walk from the school to the park.

At approximately one and one half mile out Whitshed road there is an industrial area including Cordova's public works shop, a working gravel pit, baler plant, Alpine Diesel Shop, and boat storage facility. In addition, construction of a new subdivision is adding increased traffic. All these facilities require heavy industrial vehicles passing by the park to do their business.

The road to the park is a narrow road with no shoulders, steep drop offs, and six blind curves. While the posted speed is 35 mph, many vehicles are going 40 mph or more. Even at 35 mph, there is little margin of error along the winding blind curves when a vehicle is passing a pedestrian or bicyclist, and meets a vehicle coming from the opposite direction. The road is too narrow to accommodate two vehicles and a pedestrian.

Recognizing that DOT desires adherence to their policies for determining speed limit postings, Cordova is asking the Department to prioritize a speed study and community safety evaluation along Whitshed Road for early spring of 2011. Until the Department can complete the study, Cordova would like to see a yellow advisory speed sign of 25 mph along the first mile of Whitshed Road to Orca Inlet Drive for the start up of baseball season on April 15<sup>th</sup>, 2011.

#### Page 2

Cordova is actively seeking a multiuse separated pathway that could be constructed along Whitshed to the park. Last fall we submitted a Tiger II planning grant application and also a nomination for a Whitshed Road multiuse pathway project to the STIP. The City Council of Cordova and the Native Village of Eyak together agreed to supply the 9.3% match and the City agreed to accept maintenance if the State would consider helping us build it. The Native Village of Eyak is also very supportive and looking into the possibilities of including the project in their IRR designations under "trails" category.

Cordova has shown proactive leadership and expressed widespread support concerning this important safety issue. This speed limit reduction has the unanimous written support from the Cordova DOT, Cordova City Council, Cordova School District, Cordova City Police, Cordova Parks and Recreation, Cordova Safe Routes to School, and Alaska State Troopers. Numerous Cordova residents testified at a city council meeting held to discuss the STIP nomination and are passionate about this safety issue. We have contacted you numerous times over the past year about this issue.

It would be highly irresponsible for AKDOT to let this dangerous and potentially fatal situation to continue. The City of Cordova is in opposition to the situation being allowed to continue. This issue is not something Cordova can ignore and we plan to continue to pursue it. We hope that the Department can authorize an advisory speed limit sign and make plans for the required speed study in the near future.

We are looking forward to the conference call with you to discuss this further scheduled for Friday January 28, 2011 at 10:00 in Prince William Sound Aquaculture conference room. Please call (907) 424-4038

Sincerely,

Jack Stevenson, AKDOT, Cordova Mike Hicks, Alaska State Troopers Robert Baty, Cordova Police Chief Dave Reggiani, Vice Mayor Cordova Mark Lynch, Cordova City Manager Angela Arnold, Executive Director, Native Village of Eyak Jim Nygaard, Cordova School District Superintendent Susan Herschleb, Cordova Director of Parks and Recreation Tom Cohenour, Cordova Director of Public Works Karen Swartzbart, Safe Route to School

Cc: Jeff Jeffers, P.E.	James S. "Steve" Titus, P.E.
Commissioner Marc Luiken	AK. State House Representative Bill Thomas



THE STATE of ALASKA GOVERNOR SEAN PARNELL Department of Transportation and Public Facilities

> NORTHERN REGION Design and Engineering Services Preliminary Design and Environmental

2301 Peger Road Foltbanks, Alaska 99709-5316 Main: 907-451-2237 TDD: 907-451-2363 Fox: 907-451-5126 DCT 2.8 2013 OCT 2.8 2013 City of Cordova

October 23, 2013

Ms. Susan Bourgeois Cordova City Clerk 602 Railroad Avenue Cordova, Alaska 99574

Dear Ms. Bourgeois:

Re: City of Cordova Resolution 03-10-14

In 2010, the Department of Transportation and Public Facilities (DOT&PF) received the above referenced resolution requesting a speed limit reduction from 35 mph to 25 mph on Whitshed Road between the Copper River Highway and the Orca Inlet Recreational Area. It is our understanding that this request was based on increased pedestrian use resulting from construction of the recreational area in 2008. On behalf of the DOT&PF, please accept our apologies for the delayed response. As you may be aware, we had some staffing changes and wished to gather new data to have more comprehensive picture of driver behavior in the area.

The practice of establishing speed limits relies on the notion that the speed limit should represent the speed at which 85% of the driving population will voluntarily obey the posted speed. In certain circumstances, DOT&PF policy allows a reduction in posted speed to the median of the pace, which is the 10-mph speed range that includes the largest number of vehicles. A copy of the policy is attached for your information.

Initial data gathering occurred in 2011. It was suggested to us by a Cordova resident that the initial data gathering may have occurred on a day when travel patterns would not reflect typical conditions. As such, data was gathered again in 2013 when it could be coordinated with other field work. We also inquired if our planning section had collected any speed data during their traffic counting program. They provided us with data from their count on Whitshed Rd in 2012. This data is used cautiously as it is reported in 5 mph increments; however it gives a general idea of travel speeds. Overall, we have over 1800 data points for consideration.

"Keep Alaska Moving through service and infrastructure."

Date	Location	Number of observations	85% speed	Median of Pace
May 16, 2011	Intersection with Whiskey Ridge Rd in church parking lot	50	34 mph	33 mph
September 10-11, 2012	City Power Shed entrance	1624	45 mph	40 mph
September 10, 2013	Heney Creek Watershed access	136	37 mph	35 mph

Below is a summary of the three sets of data:

Based on our measurements, the existing speed limit is perceived as reasonable by the majority of drivers. Further, the median of the pace speed also supports retaining the existing 35 mph speed limit. As the existing speed limit aligns with DOT&PF policy, we will not be making changes to the posted speed limit at this time.

Please call me at 907-451-2283 if you have any questions about how speed limits are established or how our data was collected.

Sincerely,

Pamela K. Molden

Pam Golden, P.E. Northern Region Traffic and Safety Engineer

Enclosures

pg/ss<sup>60</sup>



# Chenega IRA Council

Post Office Box 8079

Chenega Bay, Alaska 99574-8079

Phone: (907) 573-5132/5212 Fax: (907) 573-5120

#### February 28, 2014

#### RECEIVED

FEB 2 6 2014

Re: 2014 Chenega Memorial Event Donation Request

Greetings!

City of Cordova

The Chenega Memorial Day Service and Celebration event will be held on Friday, June 6<sup>th</sup>. This year marks the 50<sup>th</sup> anniversary of the 1964 earthquake and tsunami that claimed the lives of 26 of our loved ones, destroyed the Chenega Village and changed our lives forever. The Native Village of Chenega and the Chenega IRA Council have begun preparations for this event, which will be held at the original Chenega village site (Chenega) on Chenega Island.

Transportation from Anchorage, Chenega Bay, Valdez, Whittier, Tatitlek and Cordova is provided by boat or float plane for approximately 85 Chenega Shareholders and their families. With 2014 being the 50<sup>th</sup> anniversary, the number of those who wish to participate may be closer to 100. The memorial service, officiated by Father Christopher Stanton, begins at the original church site altar, followed by a blessing at the waterfront and calling out of the names of loved ones who perished that day, while long-stem roses are tossed to the sea. A barbeque lunch follows as the day continues with the sharing of stories and memories with family and friends.

Larry Evanoff, Chenega IRA Council President, explains in a 2004 statement why we go back to the Chenega for this Memorial Day Event:

"I would like to share a little history with you regarding this special event. The settlement on Chenega Island was founded in the early 1700's and is recognized as one of the oldest Native settlements in Prince William Sound, dating back at least 300 years. The residents of Chenega were Alutiiq or better known as Aleut people. The March 27, 1964 earthquake and tsunami destroyed the village; 26 of the tribe's 80 members perished. We have held a memorial service annually since 1976 for those lost in the quake and tsunami. It is a solemn day when we pay our deepest respect and honor their memory."

On behalf of the Chenega Memorial Day Service and Celebration event and the Chenega people, we are asking for donations to help make it a success. Please fill out the form attached to this letter and fax or mail it back to the Chenega IRA Council office before May 1, 2013. Your contributions are tax-deductible and are greatly appreciated. Please contact Brian Pillars at 907-569-5688 or <u>brian.pillars@chenegafuture.com</u> if you have any questions or require more information.

On behalf of the Native Village of Chenega and the Chenega IRA Council, we thank you in advance for your support in making this special memorial event a success.

Respectfully,

ND.

Charles W. Totemoff Chairman Chenega IRA Council



Chenega IRA Council

Post Office Box 8079 Chenega Bay, Alaska 99574-8079

Phone: (907) 573-5132/5212 Fax: (907) 573-5120

### SPONSORSHIP DONATION CHENEGA MEMORIAL DAY SERVICE & CELEBRATION JUNE 6, 2014

Yes, please include	as an event sponsor.
(Your no	ame or company name)
Financial Sponsor in the amount of	of \$ .
	of \$ (any amount is greatly appreciated)
In-kind Sponsor:	
(Foo	d, flowers, supplies ect)
Your Name	
Company Name	
Email Address	
Contributions to the Chen	ega IRA Council are tax deductible (Tax ID: 92-0074435)
Please Make Checks Payable to:	Chenega IRA Council PO Box 8079
	Chenega Bay, AK 99574-8079
Plage angil your company logo to brian	nillars@chenegafiture.com for use in the event program welcome sign

Please email your company logo to: brian.pillars@chenegafuture.com for use in the event program, welcome sign and in the Chenega Corporation Shareholder Newsletter.

Please Fax This Sponsorship Form To: (907) 573-5120

Thank you for your generous support!

## MEMO, City of Cordova

To:Mayor and City CouncilThrough:Randy Robertson, City ManagerFrom:Jon K. Stavig, Finance DirectorDate:26 February 2014RE:Resolutions for City Road Initiatives for 2014

Following are two resolutions pertaining to the discussion from the preceding Council Meeting of February 19 concerning proposed road improvement initiatives for 2014.

- Resolution #03-14-14 Budget Amendment to transfer funds from FY '14 lines that are not encumbered or expected to be spent in 2014. This will fund the acquisition of two tanks of chip seal oil.
- Resolution #03-14-15 Budget Amendment to recognize the receipt of reimbursement funds from Dept. of Homeland Security and to appropriate \$120,000.00 of those funds to fund the acquisition of a piece of asphalt patching equipment, double drum roller and one tank of chip seal oil.

Respectfully submitted,

Jon K Stavig, Finance Director

#### CITY OF CORDOVA, ALASKA RESOLUTION 03-14-14

#### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, AUTHORIZING AMENDMENT TO THE FY14 BUDGET AND AUTHORIZING THE TRANSFER OF PRIOR APPROPRIATIONS IN THE AMOUNT OF \$50,000 FOR THE PURCHASE OF CHIP SEAL OIL

**WHEREAS**, the City Council of the City of Cordova, Alaska has adopted the City Operating Budget and appropriated funds for FY 14 for the period of January 1, 2014 to December 31, 2014; and

**WHEREAS**, the City has identified funds that have been previously appropriated which are neither encumbered nor expected to be spent by year end; and

WHEREAS, these funds are located in the budget as follows: Line #401-443-51005 in the amount of \$15,000, Line #101-601-50000 and Line #101-601-50120 in an amount totaling \$20,000 and Line #101-421-55050 in the amount of \$15,000 for a total of \$50,000; and

**WHEREAS**, the funds will be transferred to Line #410-390-49999 to fund the purchase of chip seal oil for the 2014 season.

**NOW, THERFORE, BE IT RESOLVED** by the City Council of the City of Cordova, Alaska, that the amendment of the FY14 Budget and the transfer of prior appropriations in the amount of **\$50,000** for the purchase of chip seal oil are hereby authorized.

### PASSED AND APPROVED THIS 5<sup>th</sup> DAY OF MARCH, 2014

James Kacsh, Mayor

Attest:

Susan Bourgeois, CMC, City Clerk

#### CITY OF CORDOVA, ALASKA RESOLUTION 03-14-15

#### A RESOLUTION OF THE CITY COUNCIL OF THE CITY CORDOVA, ALASKA AMENDING THE FY 14 BUDGET TO RECOGNIZE THE RECEIPT OF \$300,645.39 FROM THE DEPARTMENT OF HOMELAND SECURITY TO REIMBURSE THE CITY FOR EXPENSES INCURRED DURING THE 2012 SNOW EVENT AND TO APPROPRIATE \$120,000 OF THOSE FUNDS TO FUND THE ACQUISITION OF A PIECE OF ASPHALT PATCHING EQUIPMENT, A DOUBLE DRUM ROLLER AND ONE TANK OF CHIP SEAL OIL TO FULFILL THE CITY'S ROAD MAINTENANCE PROGRAM FOR 2014

WHEREAS, in 2012 there was a significant snow event that caused the City leaders of Cordova to spend several hundreds of thousands of dollars to remove snow and support the citizens of this community; and

**WHEREAS**, the Office of Homeland Security for the State of Alaska has advised that approximately \$300,000 has been earmarked to reimburse the City for said expenditures; and

WHEREAS, in the budget meetings in preparation for the FY14 City Budget, discussions amongst the City Council centered on not funding any chip and seal initiative in FY14 until better confidence was secured regarding the snow funding that might be secured from the state; and

WHEREAS, the Raytech Dual Axle Mounted Reclaimer is a time-tested, proven piece of equipment that will provide the City with road repair and patching capability it currently does not possess, especially in inclement weather; and

**WHEREAS**, the staff of the City recommends that the City Council appropriate \$120,000 from snow event money prior to the remainder being placed in the City's General Fund account.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Cordova, Alaska does hereby amend the FY14 budget to recognize the receipt of \$300,645.39 from the Department of Homeland Security to reimburse the City from expenses incurred during the 2012 snow event and to appropriate \$120,000 of those funds to fund the acquisition of a piece of asphalt patching equipment, a double drum roller and one tank of Chip Seal Oil to fulfill the City's road maintenance program for 2014.

### PASSED AND APPROVED THIS 5<sup>th</sup> DAY OF MARCH, 2014

James Kacsh, Mayor

Attest:

Susan Bourgeois, CMC, City Clerk

### Schedule of 2014 Work

	Schedule of 2014 Work									
Activities Storm Drainage Projects	Location	Description of Activity	days	# of people	Hour s per day		Equipmen t rental	Budgeted/funding	Ordered	Туре
Finish Upper Council	council to ski hill drainage	Alley to Cheshire catchments and culverts Place culvert through	10	2	8	160	Yes- excavator with hammer	Streets Maintenance	Purchased 2013	Drainage Project
Railroad Avenue	puddle below Adams ROW	Thomas Property to drain low spot on Railroad Ave	4	2	8	64	no	Streets Maintenance	Purchased 2013	Drainage Project
7th Street	capture Coast Guard housing water	Two catchments and culvert	3	2	8	48	no	Streets Maintenance	Purchased 2013	Drainage Project
Drainage at AML	corner of Sorrel and Sweetbrier	place catchment and culvert	2	2	8	32	no	Streets Maintenance		Drainage Project
Cedar Street		Culvert	3	2	8	48	no	Streets Maintenance		Drainage Project
Spruce Street		placing catchment	3	2	8	48	no	Streets Maintenance		Drainage Project
Prince William Marina	state	3 catchment and culvert	5	2	8	80	no	Streets Maintenance		Drainage Project
8th Street		developing plan clean and reroute ditches,	3	2	8	48	no	Streets Maintenance		Drainage Project
Highland Drive Eccles Estates		place culvert clean the ditch	5 2	2	8	80 32	no no	Streets Maintenance Streets Maintenance		Drainage Project Drainage Project
Second Street drainage Annual, weekly, daily Activities	address the lack of storm drains	drainage plan and implement drainage improvements where	10	4	8	320	no	Streets Maintenance /CIP	No	Drainage Project
Street Painting	City wide	Crosswalks, curbs, schools, harbor handicap, parking	21	2	8	336	no	Streets Maintenance	N/A	Maintenance
		General Snow Clearing and				550			-,	
Snow Removal Nov, 15 thru March,	City wide	sanding	72	4	8	2304	no	Snow Removal	N/A	Maintenance
Signs	city wide	repair, maintain and replace	24	1	8	192	no	Streets Maintenance	N/A	Maintenance
		brush cutting and debris						<b>.</b>		
Right of way maintenance	city wide	clean up-through year	30	2	8	480	no	Streets Maintenance	N/A	Maintenance
Spring Street sweeping Spring Street washing & Hosing	City Wide City Wide	Initial Cleaning in spring Initial Cleaning in spring	15 14	2	8	240 224	sweeper	Streets Maintenance Streets Maintenance	N/A N/A	Maintenance Maintenance
			14	2	8	224	20	Straats Maintanansa	N/A	Maintenance
Spring Drain Cleaning	City Wide	Initial Cleaning in spring filling potholes-year around summer 2xweek, winter 2	14	2	8	224	no New Ray- Tech	Streets Maintenance	Pending City Council	Maintenance
Filling pot holes	city wide	days month Regular street sweeping 2 days a week for summer	60	2	8	960	Patching	Streets Maintenance	Approval	Maintenance
Weekly Street sweeping	City Wide	(Approximately May 15 - Regular graded roads 2 days a week for summer	25	1	8	200	no	Streets Maintenance	N/A	Maintenance
Weekly Grading	City wide	(Approximately May 15 - as needed estimating once a	25	1	8	200	no	Streets Maintenance	N/A	Maintenance
Weekly Drain Cleaning	City Wide	month for summer Clean and push back debris	4	2	8	64	no	Streets Maintenance	N/A	Maintenance
Burn Pile Daily	New England Cannery Road	/haul ash	52	2	4	416	no	Streets Maintenance	N/A	Maintenance
Grading and finishing	Baler	finishing leveling gravel area	2	2	8	32	no	Streets Maintenance	N/A	Maintenance
Grave preparation	City Cemetery	maintenance & grave precreation	6	2	8	96	no	Cemetery Maintenance	N/A	Community Service
Daily Maintenance of Vehicles &		cleaning and checking of vehicles and equipment								
Equipment	shop City Wide	daily Estimating number of days - 6 days a month	260 30	4	0.5 8	520 480	Project	Streets Maintenance Streets Maintenance	N/A N/A	Maintenance
Assisting other Departments		Maintance of All city								Emergency
Maintain City Fleet Beatification Projects	Equipment Shop	equipment and vehicles	260	2	8	4160	no	Equipment Maintenance	N/A	Maintenance
		Grade, build stairs, replace/fix guard rails /plant								
Lower Adams ROW	by Pool	roses Line back dirt bank with	10	2	8	160	no Excavator/C	no	no	Beatification Project
Snow dump behind library	behind museum/library	gabions	15	4	8	480	rane	no	no	Beatification Project
reluctant Snow dump area	railroad	trash can, bench maybe rever underneath and potentially put container;	2	2	8	32	no	no	no	Beatification Project
Trusses Area	Area below trusses fence,	inside fence; fence perimeter of trusses	4	2	8	64	no	no	no	Beatification Project
Chip Seal Maintenance										
Tank #1		Chip seal	10	4	8	320	no	Council to Approve funding leve	Order by 5-15-14	Maintenance
Tank #2	prep, placement and clean up prep, placement and clean	Chip seal	10	4	8	320	no	Council to Approve funding leve	Order by 5-15-14	Maintenance
Tank #3	up prep, placement and clean	Chip seal	10	4	8	320		Council to Approve funding leve		
Tank #4 Total Man Hours Planned	up	Chip seal	10	4	8	320 14104	no	Council to Approve funding leve	Order by 5-15-14	Maintenance
Total Man Hours Avalible						14104 12640				

Prioritize chip seal plan									
Location	Feet	1 pass	2 passes	3 passes	4 passes	5 passes	Total	Running total	Pass is defined as a lane width
								18000	Total Feet in a tank
*Upper Council	530					2650	2650	15350	
*3rd Street	290					1450	1450	13900	
Upper Davis	500		1000				1000	12900	
Railroad F&G to North to CR Hwy	1990		3980				3980	8920	
Sorrell	825		1650				1650	7270	Cost of one tank \$25,000
Jim Poor	1500		3000				3000	4270	
Ski hill Mews to Ski hill parking	1900		3800				3800	470	
								18000	
6 & 7 and Adams	900		1800				1800	16200	
8th	300		600				600	15600	
Birch	400		800				800	14800	
Spruce	450		900				900	13900	
Center Drive	1200		2400				2400	11500	Cost of two tanks \$50,000
Whiskey Ridge	2000		4000				4000	7500	
Orca Inlet	950		1900				1900	5600	
Saddle Point	2100		4200				4200	1400	
PW Marina	850	850					850	550	
								18000	
Kimmick Way	750		1500				1500	16500	
Mt Eccles Estates	650		1300				1300	15200	
4.5 Mile	650	650					650	14550	Cost of three tanks \$75,000
Olsen Street 6 mile	600		1200				1200	13350	
BlackSheep Drive	700	700					700	12650	
Behind High School	2500		5000				5000	7650	
Railroad ROW	1005		2010				2010	5640	
5th Observation	400		800				800	4840	
Observation Water Street	250 650		500 1300				500 1300	4340 3040	
Power Plant Road	650		1300				1300	1740	
2nd Council to Browning	450		900				900	840	
	430		500				500	010	
Harbor Loop	1405							18000	
Eyak Drive 6.5	3100		2810				2810	15190	Cost of four tanks
Highland	650		6200				6200	8990	\$100,000
-			1300				1300	7690	

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### with ThreeTanks of Oil



#### 



Cost Estimate for Asphalt Patching System					
Ray-Tech Infared 4-Ton Combination Reclaimer & Pavement Heater W/					
Propane Cylinders and Arrow Board (lighted warning sign)	\$63,500.75				
Shipping From New Hampshire to CDV	\$7,455.50				
Wacker Neuson Double Drum Roller RD12A-90 W/Shipping	\$22,000.00				
Manufactures Training on Ray-Tech 4-Ton Combo	\$1,500.00				
Total Cost	\$94 <i>,</i> 456.25				

# **Ray-Tech Infrared Combination Reclaimer & Pavement Heater**

The most efficient pavement restoration vehicle available for making complete and permanent asphalt pavement repairs.

A combination Reclaimer and Infrared Pavement Heater mounted on a dual axle trailer, with selected options.

Will reclaim waste asphalt into permanent patch material, and hold fresh asphalt direct from the plant, all at the proper temperature.

The rear mounted pavement heater permits making permanent restorations, eliminating cold patch and ensuring year round production.



2-Ton Mini Combo



• Infrared provides thermal bonding for superior quality repairs. Increases production with crew of two.

- Fuel Efficient, easy to operate.
- · Bonds old and new asphalt joint free.
- Low Maintenance, quality construction, proven reliability and profitability.
- Available in two and four ton reclaimer configurations.
- Excellent starter units.
- Manufactured in the USA

🎋 🛛 4-Ton Combo



# Ray-Tech Mini-Combo and Combo

At Ray-Tech Infrared we take pride in building efficient road maintenance equipment

#### 2-TON RECLAIMER

#### **Heating System**

- Energy Converters Two (2) 35,000 BTU Infrared type converters, secured in heating chamber.
- Fuel Propane gas (vapor withdrawal). Two (2) 100 lb. cylinders (cylinders not included). Automatic switchover valve.
- Tankholders Heavy duty hinged brackets hold cylinders.
- Safety Controls 100% shutoff gas valve, controlled by electronic ignition module, with a direct spark electrode and flame sensing probe. High-pressure gas hose with reusable fittings, regulator to reduce withdrawal pressure to 11" water column. External emergency shut-off valve.

#### **Temperature Controls**

- Cold material placed in unit will be totally reclaimed within 16 hours.
- Skin temperature will not exceed 320 degrees while reclaiming.
- Controls will automatically reduce skin temperature to 300 degrees maximum after material has been reclaimed, allowing material to be held for an extended period of time (approximately 48 hours).

#### Construction

- Chassis 5"x31/2"x 3/8" angle front boxed, 4"x 5.4 channel cross members. Heavy duty nose plate with nine (9) position holes.
- Storage Bin Double wall to hold heated air to prevent heat loss from asphalt. 10, 12 and 16 gauge steel double and triple wall throughout.
- Insulation Inside of middle wall coated with 1250 degree aluminum paint to reflect infrared evenly around inner walls. Third wall around complete unit holds 2" rigid insulation.
- Loading Doors manually opened top doors form chute for loading asphalt. 12 and 16 gauge with 2"rigid insulation.
- Shoveling Doors Two (2) doors, one (1) each side of unit with double action

linkage, sheer angle base for maximum Fuel Delivery positive cutoff.

#### Mounting

- Type Dual axle trailer.
- Axle 6,000 pounds each.
- Suspension-Torflex tandem.
- Wheels Steel, 4,500 lb. rating.
- Tires Four (4) R16, load range E.
- Brakes Electric on all wheels with breakaway switch.
- Fenders 3/16" diamond plate.
- Lights 12 volt system. LED running, brake, directional and hazard lights.
- Jack Heavy-duty (Nose leveling).
- Tow Ring 1-5/8" steel ring with 3-
- inch I.D. (Two safety chains included).
- Male 7-Pole RV style truck connector.

#### Dimensions

- Length 15' 4" ø
- Width --7' - 11" ø
- Height 8' 5"
- Weight 5,100 lbs.
- Gross Weight 9,900 lbs.

#### PAVEMENT HEATER

#### **Operating Principle**

- The infrared is created by premixed gas and air delivered under pressure to energy converters. Infrared does not flame or alter the binding characteristics of asphalt.
- Unit has dual systems which operate individually and will fire in any position from vertical to horizontal.
- Each system consists of three (3) high efficiency, long-life alloy converterplate.

#### **Reflector Chamber**

- Vented and reinforced 16 gauge stainless steel 8' x 6'. Support structure primed and finished with high heat aluminum paint.
- The reflector chamber is raised and lowered by a heavy duty worm drive gear reducer and a 24 volt heavy-duty motor. This custom built winch is backed by a 10 year warranty from Ray-Tech.

#### **Maximum Fuel Input**

• Each system consumes approximately 17,000 BTU's per square foot maximum.

· Each system consists of propane gas (vapor withdrawal) fed from two (2) 100 lb. cylinders (cylinders not included) connected to high pressure gas hose with reusable fittings. Reduced to 11" water column by a 2 stage regulator. Gas passes through a 24V solenoid valve and controlled by a limiting orifice valve. High pressure gas hose with reusable fittings connects to 24V long life brushless motor/blower mixer system.

#### Power

· Each heavy-duty 24V system powered by four (4) 220 amp 6V batteries wired in series for deep power reserves, will assure rapid high production heating. Built-in 24V on-board battery charger.

#### **Operating Controls**

- Each system consists of a pressure switch controlling solenoid valve.
- · Interior safety switches for all exterior switches, weatherproof master switch and 110VAC receptacle for charger.

#### Options

- Compactor platform/winch.
- Time Delay System,
- Surge hydraulic brakes.
- Solvent Storage Tank.
- 12 Volt Lighting.

#### 4-TON RECLAIMER

Energy Converters - Four (4) 22,000 BTU. Shoveling Doors - Four (4) doors; two/side. Chassis - Three (3) position hole nose Mounting

- Axles 8,000 lbs. each.
- *Tires* Four (4) 6.75 x 17.5 HD tubeless.

#### Dimensions

- Length 17' 0"
- Height --9' - 0"
- . Weight - 6,700 lbs.
- Gross Weight 16,000 lbs.

\* Note - <u>All specifications pertain to both</u> 2 and 4 ton units except those listed under 4-Ton Reclaimer above..



10 huis full for 4-Tommania Kopage

7/3 gelling hour

### Infrared Asphalt Systems

907-522-4434

PO Box 91596 Anchorage, AK 99509 Phone # 907-522-4433

Fax #

infrared@alaska.net www.alaskainfraredasphalt.com

	and an an included of
City of Cordova	
Attn: Bill Howard	
PO Box 1210	
602 Railroad Ave	
Cordova, Alaska 99574	

1/24/2014 20140115

Ship To

See Below

FOB - Charlestown, NH

### We are pleased to submit the following quotation for your review and consideration.

Do Don Took believed Aushalt Mainton you Environment	FOB	Quote Goo	Quote Good For		ate	Rep
Re: Ray-Tech Infrared Asphalt Maintenace Equipment	NH	30 Day	'S	2/21/20	14	WRT
Dual axle trailer mounted 4 ton reclaimer (8"W x 6'L) axles. (See Attached)	chamber (48' sq), 8,000lb	1	6	\$5,700.00		65,700.00
Municipality Discount				-5.00%		-3,285.00 62,415.00
***Options***						
Cylinder Propane Bottle 100lb Municipality Discount		6	yee.	41.66667 -5.00%		850.00 -42.50 807.50
Arrow Board Municipality Discount		1		295.00 -5.00%		295.00 -14,75 280.25
Shipping Option - Payable by City of Cordova Mercer Transportation Co (John Fyfe 800-258-8822) New Hampshire to Tacoma Shipping Option - Payable by City of Cordova Mercer Transportation Co (John Fyfe 800-258-8822)				5,593.00 9920 2,333.00	500	5,593.00 Frunk 5 L 2,333.00
Tacoma to Anchorage				C	53 50	. 7
We thank you for this oppertunity to quote o	on your requirements a e near future.	<sup>nd</sup> Tot			\$74	,428.75

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**ZP72** 

**Rate Estimate** 

5615 W MARGINAL WAY SW P O BOX 24348 SEATTLE, WA 98124-4348 1-800-950-4265

Page 1 of 2

Prepared Fo Phone: Fax: Email:	or:	Date: Origin: Destination: Project Name: PO Number:	January 28, 2014 Charlestown NH Cordova	
Prepared By	y: Dawn Tompkins dawnt@lynden.com	Estimated Ship Date:	February 5, 2014	
Phone: Fax:	800 326-8346 206 988-0021			
Qty UO	M Freight Description	Dimensions (LxWxH)	Weight Rate	Charge
1 PC	•	17' x 8' x 9'	6,700	4,080.00
	RATE IS BASED ON SQUARE FEET LOADING.		16.92	2,301.12 208.00
	FUEL SURCHARGE TERMINAL HANDLING WHARFAGE CHARGE		32.50 %	815.46 37.52 13.40

TOTAL CHARGES:

7,455.50

NOTES: RATE IS DOOR TO DOCK AND INCLUDES A 2HR STANDBY TO LOAD AT ORIGIN. ADDITIONAL HOURS ARE \$80/HR.

RATE IS SUBJECT TO EQUIPMENT/DRIVER AVAILABILITY.

SERVICE TO CORDOVA IS EVERY WEDNESDAY; CUTOFF IS 5PM ON MONDAY. NORMAL TRANSIT TIME IS 10 DAYS. TRANSIT TIME FROM CHARLESTOWN TO SEATTLE VIA TRUCK IS APPROXIMATELY 8-10 DAYS. THANK YOU FOR THE INQUIRY.

**TERMS AND CONDITIONS:** 

Rated to Alaska Marine Lines destination terminal only.

If through no fault of carrier vehicle or machinery is received containing more than 1/4 tank of fuel, charges per Item 987 will be assessed for tank drainage

If through no fault of carrier vehicle or machinery is inoperable, charges per Item 987 will be assessed at origin and/or destination for loading and off-loading.

Green is good! Do your part in saving the environment by accessing documents electronically. Go to http://www.lynden.com/ez-signup.html and sign up for EZ Commerce; making it easier to conduct business at your fingertips. You can request pickups, generate shipping documents, track shipments, receive invoices and make payments electronically. Service is free, sign up today!

This estimate has been prepared based on information provided on this date and is valid for 30 days. Charges may differ from those contained herein due to changes in weight, dimensions, description of goods, or requested services. Fuel surcharge is estimated at the level in effect on this date, is subject to change without notice and will be billed at the level in effect in Carrier's published tariff on the date of shipment. All services are subject to the standard terms and conditions of our tariff (available at www.lynden.com/aml/100terms.htm) and the bill of lading published therein. Any bill of lading or the standard terms and conditions. By the offective to the output it conflicts with our terms and conditions. other shipping document issued shall not be effective to the extent it conflicts with our terms and conditions. By shipping with Alaska Marine Lines, Inc., you are acknowledging acceptance of our terms and conditions.



Original: 01/28/2014 Revised: 01/28/2014

By: Dave Watkins

Quote Number: DAV12237

## SHIPPING QUOTATION

Attn: Bill Howard

City of Cordova 602 Railroad Ave Cordova, AK 99574 ORIGIN PORT: Seattle PROJECT/BID NAME: BOOKING NUMBER: PHONE: (907)424-6220 FAX: (907)424-6000 EMAIL:

DESTINATION PORT: Cordova SHIPPER/CONSIGNEE:

EST. SHIP DATE:

THIS QUOTATION HAS BEEN PREPARED BASED ON INFORMATION PROVIDED ON THIS DATE. CHARGES MAY DIFFER FROM THOSE QUOTED DUE TO CHANGES IN DIMENSIONS, WEIGHT, DESCRIPTION OF GOODS, OR SHOULD THE SHIPPING CIRCUMSTANCES VARY FROM THAT DESCRIBED HEREIN. FINAL RATE APPLICATION WILL BE BASED ON TARIFFS, CLASSIFICATIONS OR CONTRACTS IN EFFECT AT THE TIME OF SHIPMENT. THIS QUOTE IS ONLY BINDING IF YOUR ACCOUNT IS CURRENT. IF YOUR ACCOUNT IS PAST DUE, ANY PAYMENTS RECEIVED, (INCLUDING PREPAYMENTS), WILL BE APPLIED FIRST TOWARDS ANY PAST DUE BALANCES. TENDERED FREIGHT MAY BE HELD AT YOUR EXPENSE AND NOT DELIVERED UNTIL PAST DUE CHARGES ARE PAID. QUOTE VALID FOR 60 DAYS.

#### Description of Terms, Rates Offered, Etc.

Description of Items	Weight/ Qty	Rate	Rate Type	Totals
Asphalt Reclaimer 17'L x 8'W@6700#	1	\$2357.00	EACH	\$2,357.00
Current Fuel Surcharge	0.31	\$2357.00	PCT	\$730.67
Terminal Handling	6700	\$0.54	CWT	\$36.18
Wharfage	3.35	\$4.00	TON	\$13.40
New Hampshire 03603 to Seattle- All In	1	\$4950.00	EACH	\$4,950.00
		٦	otal:	\$8,087.25

#### Notes:

Rate includes receiving, securing and delivery within 2 miles of Cordova City dock. Must have the ability to remove from truck.

Thank you David Watkins

> SEATTLE TERMINAL 6361 1st Ave South Seattle, WA 98108

www.samsontug.com

TELEPHONE CONTACT voice 206.767.7820 toll free 800.331.3522 facsimile 206.767.5358

1

Original: 01/28/2014

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		Т	otal:	\$3,137.25

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Thank you David Watkins

> SEATTLE TERMINAL 6361 1st Ave South Seattle, WA 98108

www.samsontug.com

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Quote Number: DAV12237





### High performance rollers offer excellent compaction results

The RD 12 one-ton roller series features dual drum drive and articulated steering for extremely accurate control. Front drum vibration with static rear drum leaves a quality asphalt finish. Outstanding overall roller performance and a high exciter frequency allows compaction at faster speeds while still delivering even coverage and excellent results.

- · Easily maneuverable units provide flush compaction to curbs and obstructions.
- Pressurized water system offers consistent water flow. An eight position timer allows the operator to adjust water flow to match conditions.
- Rear platform and front hood tilt up for easy access and improve machine serviceability.
- Rollers offer reduced sound levels; units run quieter than competitive machines in the same class.





### Technical specifications

	RD12-90	RD12A-90
Operating data		,
Operating weight w/175 lb operator lb	2,491	2,498
LxWxH in	71.8 x 40.8 x 90.6	71.8 x 40.8 x 90.6
Drum width in	35.4	35.4
Drum diameter in	22	22
Side clearance Right in	1.9	1.9
Side clearance Left in	3.9	3.5
Curb clearance Right in	15.7	15.7
Curb clearance Left in	8.2	8.2
Centrifugal force Dynamic (Front Drum)  bf	3,400	3,400
Frequency Hz	70	70
Linear force Static (Front/Rear) Ib/in	28/41	28/41
Linear force Dynamic (Front) Ib/in	96	96
Travel speed Forward mph	5.4	5.4
Travel speed Reverse mph	5.4	5.4
Surface capacity Area ft <sup>2</sup> /h	84,281	84,281
Gradeability Maximum %	30	30
Turning radius Outside in	96.5	96.5
Engine / Motor		
Engine / Motor type	air-cooled, 2-cylinder, gasoline engine	air-cooled, 2-cylinder, gasoline engine
Engine / Motor manufacturer	Wacker Neuson	Honda
Displacement in <sup>3</sup>	39.9	42
RPM / speed Operating Speed rpm	3,100	3,100
Operating performance Max Rated at 3600 rpm hp	20.5	20.3
Fuel consumption US gai/h	1.35	1.6
Tank capacity Fuel US gal	<b>6.1</b>	6.1
Tank capacity Water US gal	26.4	26.4



#### Information on suitable accessories can be found on our website.

The right to make changes is reserved in the interests of ongoing further developments. You can find more information on the engine power in the operator's manual. The actual power output figures may vary due to specific operating conditions.

Information on suitable accessories can be found on our website. More detailed information on engine power can be found in the operator's manual; the stated power may vary due to specific operating conditions. Subject to alterations and errors excepted. Applicable also to illustrations. Copyright © 2013 Wacker Neuson SE.

**Hydrostatic Vibratory Rollers** 

### RD 12-90 RD 12A-90

# High performance rollers offer excellent compaction results

This RD 12 one-ton roller series from Wacker Neuson features dual drum drive and articulated steering for extremely accurate control. Front drum vibration with static rear drum leaves a quality asphalt finish. Outstanding overall roller performance and a high exciter frequency allows compaction at faster speeds while still delivering even coverage and excellent results.

#### ADDITIONAL ADVANTAGES:

- Pressurized water system offers consistent water flow. An eight-position timer allows the operator to adjust water flow and match conditions.
- Overall machine design eliminates overhang of unit. Easily maneuverable units provide flush, right up to the edge asphalt compaction.
- Rear platform and front hood tilt up for easy access and improved machine serviceability.
- Rollers offer reduced sound levels; units run quieter than competitive machines in the same class.
- Ideally suited for a variety of compaction applications including compaction of level sublayers and finish layers on road repairs, driveways, parking lots and any asphalt surface,









Technical Data		RD 12-90	RD 12A-90
Dry weight	lb (kg)	2171 (1002)	2171 (1002)
Operating weight (includes 175 pound operator and half full water and fuel tanks)	lb (kg)	2490 (1130)	2490 (1130)
Weight w/ ballast in the rear drum	lb (kg)	2690 (1220)	2690 (1220)
Drum diameter	in (mm)	22 (560)	22 (560)
Drum width	in (mm)	35.4 (900)	35.4 (900)
Overall size (I x w x h) (height to top of ROPS)	in (mm)	71.8 × 40.8 × 90.6 (1825 × 1035 × 2300)	71.8 × 40.8 × 90.6 (1825 × 1035 × 2300)
Curb clearance (R and L)	in (mm)	15.7/8.2 (400/210)	15.7/8.2 (400/210)
Side clearance (R and L)	in (mm)	1.9/3.5 (45/90)	1.9/3.5 (45/90)
Water tank capacity	gai (I)	26.4 (100)	26.4 (100)
Shipping weight	lb (kg)	2230 (1012)	2230 (1012)
Shipping size (i x w x h) (with BOPS down)	in (mm) <sup>°</sup>	79.8 x 42.5 x 58 (2025 x 1085 x 1470)	79.8 x 42.5 x 58 (2025 x 1085 x 1470)
Engine type		air-cooled, 4-cycle, 2-cy WM 650	rlinder, gasoline engine Honda GX 610
Starting system		Electric	Electric
Displacement	in³ (cm³)	39.9 (653)	37.5 (614)
Max. rated power at rated speed	hp (kW) rpm	20,5 (15.3) 3600	16.6 (12.4) 3600
Power rating specification		SAE J1995	SAE J1349
Operating speed	rpm	3100	3100
Fuel consumption	gai (i)/h	1.3 (4.9)	1.3 (4.9)
Fuel tank capacity	gai (I)	6.1 (23)	6.1 (23)
Electrical system	Vdc	12	12
Number of vibrating drums	5	1	1 -
Dynamic (centrifugal) force per drum	lb (kN)	3400 (15,2)	3400 (15.2)
Frequency	vpm (Hz)	4200 (70)	3900 (65)
Static linear force (front/rear)	lb/in (kg/cm)	28/41.2 (5.0/7.4)	28/41.2 (5,1/7.4)
Dynamic linear force (front)	4b/in (N/mm)	96 (16.8)	96 (16.8)
Forward/reverse speed (infinitely variable)	mph (km/h) ft (m)/min	0-5:4 (0-8.7) 0-475 (0-145)	0-5.4 (0-8.7) 0-475 (0-145)
Maximum gradeability	%	30	30
Outside turning radius	ft (m)	8.0 (2.5)	8.0 (2.5)
Maximum area capacity	ft³ (m³)/h	84,100 (7800)	84,100 (7800)
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www.wackemeuson.com

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## Yukon Equipment, Inc.

450 E. Railroad Ave Wasilla, AK 99654 (907)-376-1541 www.yukoneq.com Quote Date: 01/29/14 Prepared By: Jim Lackey Direct Line: (907) 376-1541 Cell: (907) 841-9999 Email:jamesl@yukoneq.com

QUOTE FOR: City of Cordova CONTACT: Bill Howard PHONE: 907-253-6336 EMAIL: ccshop@cityofcordova.net

QUOTATION VALID FOR 30 DAYS

2012 Wacker Neuson RD12A-90 Double Drum, Ride-On Roller With 341 hours

**Specifications:** 

> 22" Diameter, 35.4" Wide Drums

> Honda Engine: Air-Cooled, 2-Cylinder, Gasoline

> 3,100 rpm Operating Speed, Maximum 3,600 rpm / 20.3 hp

> Travel Speed: 5.4 mph in Forward & Reverse

Tank Capacity: Fuel: 6.1 gallons Water: 26.4 gallons

> Fuel Consumption: 1.6 gallons per hour

(New 2014 model \$18,890.00 est. 4 week delivery)

FOB Anchorage, Unit # U12006 currently in stock

\$14.889.00

Accepted:\_

Date:

#### Pavement Repair in Cordova

By Bill Howard

#### History:

In 1986 the City of Cordova purchased a portable asphalt recycler to repair potholes and street openings. Over the years this machine was christened Little Willy by the streets crew.

The process to repair potholes using little Willie is a two part process. The first part of the process is to prepare the pothole. This prep process begins by squaring off the hole and cleaning loose debris then compacting. This typically involves 2 men, a pick-up, shovels, picks and cutoff saw. The next step is to place the asphalt in the prepared hole and compact it. This activity involves 2 men and little Willy. Using little Willy involves heating up the machine using propane, loading up the hopper with used asphalt letting it heat and mix to around 350 degrees, then dumping the mix (3-4 wheelbarrows full equals 1 batch) into the prepared hole, raking it out, compacting, moving to the next hole, and/or mixing another batch which takes 30 minutes to an hour. The plus side is the used asphalt is free so our cost is labor and fuel. Down side is that it is labor intensive and you need at least 65-75 degree temperature to make a good patch.

This system has worked well for a lot of years, however it has become old technology. About 10 years ago a public works director thought it was taking too much time so He tried to auction off Little Willy. Nobody bought the machine so it sat out to the land fill for several years, in the meantime he ordered in some cold mix asphalt and we tried that for several summers without much luck. The Patch would blow out each time it rained. Which was about like filling the potholes with road topping only much more expensive with buying the mix and then having it shipped here. After a couple years we resurrected Little Willy and have been using him ever since.

#### Today:

We now get to the heart of the problem; The paved city streets in Cordova are at least 20 years old and as a result are getting down to less than an inch thick in many places and many are becoming deeply rutted (Harbor Loop and Railroad). We continue to experience more potholes each year as the asphalt loses thickness and strength. Re-paving the roads is the ultimate solution, and that solution is currently in the planning and funding phase, however the cost to do so is large and even after re-paving we will still need to maintain them. 10 years ago we would fire Little Willy up for a week maybe once in the spring and once in the fall, and make a special patch for utility road crossings once in a while. This past summer we mixed over forty yards of used asphalt patching well over 100 potholes....with at least that many that didn't get patched. We wore out the cast mixing paddles on Little Willy and parts are no longer manufactured. At this point we need to have some new paddles custom fabricated or find a new way to repair our aging asphalt roads.

#### Future:

Faced with the realities of aging asphalt roads & patching equipment coupled with an ever increasing number of potholes and damaged roads we have spent considerable time researching what would best fit our needs. We have identified the Ray-Tech Infrared 4-Ton Combination Reclaimer and Pavement heater with a double drum roller as the best fit for Cordova. The major advantages of this system over our existing system are as follows:

- 1. No cold Joints
  - a. The machine mends the asphalt with no seams, it literally melts it all back together.
- 2. Longer lasting patches as a result of no cold joints.
- 3. Labor/time savings
  - a. Saw cutting of asphalt not required for patching prep.
  - b. 3 man crew ~VS~ 4 man crew
- 4. The Infrared heater can be used down to zero degrees with good results. So we can patch virtually year round.
- 5. High efficiency reclaimer use less propane than little Willie.
- 6. 4-Ton capacity reclaimer hopper allowing more patches per load.
- 7. Permanent repair of utility cuts.
- 8. Manhole cover elevation adjustment and repair.
- 9. Water Valve adjustment and repair.
- 10. Rut repair
- 11. Crack Repair
- 12. Shoulder Repair
- 13. Birdbath Repair

## MEMO, City of Cordova

To:Mayor and City CouncilThrough:Randy Robertson, City ManagerFrom:Jon K. Stavig, Finance DirectorDate:26 February 2014RE:Agreement to Provide Audit Services --BDO

The following letter which I received is an agreement to provide audit services for the City of Cordova for FY 13. The City's auditor Mikunda,Cottrell & Co., Inc. now known as BDO has been the City's auditing company for over the past 20 years.

Looks like this information was brought before Council in New Business in preceding years. The agreement needs to be executed by the City Manager and City Finance Director and returned to BDO.

Respectfully submitted,

Jon K Stavig, Finance Director



Tel: 907-278-8878 Fax: 907-278-5779 www.bdo.com 3601 C Street, Suite 600 Anchorage, AK 99503

February 11, 2014

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

Attn: Jon Stavig, Finance Director

#### Agreement to Provide Services

This agreement to provide services (the "Agreement") is intended to describe the nature and scope of our services.

#### Objective and Scope of the Audit

As agreed, BDO USA, LLP ("BDO" or "we") will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of City of Cordova (the City) as of and for the year ended December 31, 2013.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A) and budgetary schedules, to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. It is the City's intent to not present the required MD&A.

As part of our engagement, we will apply certain limited procedures to the City's RSI, other than the MD&A, in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Also, we have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1. Schedule of Expenditures of Federal Awards.
- 2. Schedule of State Financial Assistance
- 3. Combining and individual fund financial statements and schedules

#### **Responsibilities of BDO**

We will conduct our audit in accordance with generally accepted auditing standards (GAAS). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. Our work will be based primarily upon selected tests of evidence supporting the amounts and disclosures in the financial statements and, therefore, will not include a detailed check of all of City of Cordova's transactions for the period. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

Our audit will also be conducted in accordance with the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of OMB Circular A-133, and the provisions of the State of Alaska Single Audit Guide and Compliance Supplement for State Single Audits (State Audit Guide) and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133 and the State Audit Guide, and other procedures we consider necessary to enable us to express such an opinion and to render the required reports. OMB Circular A-133 and the State Audit Guide require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and agreements applicable to major programs. Our procedures will consist of the applicable procedures described in the OMB's compliance supplement and the state audit guide for the types of compliance requirements that could have a direct and material effect on each of the City of Cordova's major programs. As required by the Single Audit Act Amendments of 1996, OMB Circular A-133, and the State Audit Guide, our audit will include tests of transactions related to major federal and state award programs for compliance with applicable laws and regulations and the provisions of contracts and agreements. The purpose of these procedures will be to express an opinion on the City of Cordova's compliance with requirements applicable to major programs in our report on compliance issued pursuant to OMB Circular A-133 and the State Audit Guide.

Also, an audit is not designed to detect errors or fraud or violations of laws or governmental regulations that are immaterial to the financial statements or to major programs. However, we will inform you of any material errors or fraud that come to our attention. We will also inform you of possible illegal acts that come to our attention unless they are clearly inconsequential. We will also include such matters in the reports required for a Single Audit. In addition, during the course of our audit, financial statement misstatements may be identified, either through our audit procedures or through communication by your employees to us, and we will bring these misstatements to your attention as proposed adjustments. At the conclusion of our engagement we will communicate to those charged with governance (as defined below) all uncorrected misstatements.
The term "those charged with governance" is defined as the person(s) with responsibility for overseeing the strategic direction of the City of Cordova and obligations related to the accountability of the City, including overseeing the financial reporting process. For the City of Cordova, we agree that the city council meets that definition.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances and to evaluate compliance with requirements applicable to major programs, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses in internal control. However, we will communicate to you and those charged with governance in writing concerning any significant deficiencies or material weaknesses in internal control the financial statements we identify during our audit. We will also inform you of other matters involving internal control, if any, as required by OMB Circular A-133 and the State Audit Guide.

Our responsibility also includes reporting on the City of Cordova's:

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and issuance of an opinion on whether the City of Cordova complied with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996, OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and the State Audit Guide.

We will perform test of controls, as required by OMB Circular A-133 and the State Audit Guide, to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal and state award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133 or the State Audit Guide.

We are also responsible for communicating with those charged with governance what our responsibilities are under GAAS, an overview of the planned scope and timing of the audit, and significant findings from the audit.

At your request, we will not audit the financial statements of Cordova Community Medical Center (CCMC). You have engaged Elgee Rehfeld Mertz, LLP (ERM) (the "component auditors") to perform the audit of CCMC, and have arranged for them to furnish us with their report on the audit of its financial statements. To ensure those financial statements will be in form and detail suitable for inclusion in the financial statements and the component auditor's report will be in form and detail suitable for us to refer to in our report on the financial statements, we may discuss significant accounting and reporting matters with ERM and CCMC's management. You will authorize ERM and the management of CCMC to furnish us with such cooperation and communication as we may consider desirable for those purposes.

## Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that you and those charged with governance acknowledge and understand that you have responsibility (1) for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; (2) for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and (3) to provide us with access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation and other matters.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133 and the State Audit Guide, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review prior to the start of final fieldwork (February 2014).

Management is also responsible for preparation of the schedule of federal expenditures of federal awards in accordance with the requirements of OMB Circular A-133 and the schedule of state financial assistance in accordance with the State Audit Guide. You acknowledge and understand your responsibility for the preparation of all supplementary information, including the schedule of expenditures of federal awards and the schedule of state financial assistance, in accordance with the applicable criteria. You also agree to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. You also agree to present the supplementary information with the audited financial statements, or, if the supplementary information will not be presented with the intended users of the supplementary information no later than the date of issuance of the supplementary information and our report thereon.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the

audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Responsibilities of BDO section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Management is responsible for recording proposed audit adjustments in the financial statements, after evaluating their propriety based on a review of both the applicable authoritative literature and the underlying supporting evidence from the City of Cordova's files; or otherwise concluding and confirming in a representation letter (as further described below) provided to us at the conclusion of our audit that the effects of any uncorrected misstatements are, both individually and in the aggregate, immaterial to the financial statements taken as a whole. Additionally, as required by OMB Circular A-133 and the State Audit Guide, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

As required by GAAS, we will request certain written representations from management at the close of our audit to confirm oral representations given to us and to indicate and document the continuing appropriateness of such representations and reduce the possibility of misunderstanding concerning matters that are the subject of the representations. Because of the importance of management's representations to an effective audit, the City of Cordova agrees, subject to prevailing laws and regulations, to release and indemnify BDO, its Permitted Assignees (as defined herein under "Assignment"), and each of their respective employees from any liability and costs relating to our services rendered under this Agreement attributable to any knowing misrepresentations by management.

At the conclusion of the engagement, we will complete the appropriate sections of and electronically certify the Data Collection Form that summarizes our audit findings. We will provide a final copy of our reports in a PDF file to the City; however, it is management's responsibility to upload the PDF version of the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) and complete the appropriate sections of the Data Collection Form. Management is responsible for electronically certifying the Data Collection Form and electronically submitting the completed Data Collection Form to the Federal Audit Clearinghouse. It is management's responsibility to provide the reporting package to pass-through entities, if required.

The Data Collection Form and the reporting package must be submitted electronically within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the oversight agency for audit.

#### Expected Form and Content of the Auditor's Report

At the conclusion of our audit, we will submit to you a report based on our audit and the report of the component auditors, containing our opinion as to whether the financial statements, taken as a whole, are fairly presented based on accounting principles generally accepted in the United States of America. If, during the course of our work, it appears for any reason that we will not be in a position to render an unqualified opinion on the financial statements or the Single Audit compliance, we will discuss this with you. It is possible, that because of unexpected circumstances, we may determine that we cannot render a report or otherwise complete the engagement. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or decline to issue a report as a result of the engagement. If, in our professional judgment, the circumstances require, we may resign from the engagement prior to completion.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the governing board, management, specific legislative or regulatory bodies, federal and state awarding agencies and, if applicable, pass-through entities, and is not intended to be and should not be used by anyone other than these specified parties.

#### **Client Acceptance Matters**

BDO is accepting the City of Cordova as a client in reliance on information obtained during the course of our client acceptance procedures. Michelle Drew has been assigned the role of engagement partner and is responsible for directing the engagement and issuing the appropriate report on the City of Cordova's financial statements.

#### Email Communication

In connection with this engagement, we may communicate with you or others via email. As emails can be intercepted, disclosed, used, and/or otherwise communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed, we cannot ensure that emails from us will be properly delivered and read only by the addressee. Therefore, we disclaim and waive any liability for interception or unintentional disclosure of email transmissions, or for the unauthorized use or failed delivery of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage arising from the use of email, including any punitive, consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure of confidential information.

#### **Ownership of Working Papers**

The proprietary working papers prepared in conjunction with our audit are the property of BDO, constitute confidential information, and will be retained by us in accordance with BDO's policies and procedures.

However, pursuant to authority given by law or regulation, we may be requested to make certain working papers available to the City's oversight agency, or its designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such working papers will be provided under the supervision of BDO personnel and at a location designated by BDO. Furthermore, upon request, we may provide photocopies of selected working papers to the aforementioned parties. These parties may intend or decide to distribute the photocopies of information contained therein to others, including other governmental agencies.

#### Reproduction of Audit Report

The City has permission to reproduce the audited financial statements in their entirety, along with our reports (opinion and compliance letters), without modification from that originally reviewed and approved by us. However, if the City plans any reproduction or publication of our report along with any financial statements, not in its entirety as previously reviewed and approved, or any portion of it, a copy of that entire document in its final form should be submitted to us in sufficient time for our review and written approval before printing (e.g. a Popular Annual Financial Statement or other summary report). You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our written approval.

#### Posting of Audit Report and Financial Statements on Your Website

You agree that, if you plan to post an electronic version of the financial statements and audit report on your website, you will ensure that there are no differences in content between the electronic version of the financial statements and audit report on your website and the signed version of the financial statements and audit report provided to management by BDO. You also agree to indemnify BDO from any and all claims that may arise from any differences between the electronic and signed versions.

#### Review of Documents for Sale of Debt or Other Securities

The audited financial statements and our report thereon should not be provided or otherwise made available to recipients of any document to be used in connection with the sale of debt or other securities (including securities offerings on the Internet) without first submitting copies of the document to us in sufficient time for our review and written approval. If, in our professional judgment, the circumstances require, we may withhold our written approval.

#### Availability of Records and Personnel

You agree that all records, documentation, and information we request in connection with our audit will be made available to us (including those pertaining to related parties), that all material information will be disclosed to us, and that we will have full cooperation of, and unrestricted access to, your personnel during the course of the engagement.

You also agree to ensure that any third-party valuation reports that you provide to us to support amounts or disclosures in the financial statements (a) indicate the purpose for which they were intended, which is consistent with your actual use of such reports; and (b) do not contain any restrictive language that would preclude us from using such reports as audit evidence.

#### Assistance by Your Personnel and Internet Access

We also ask that your personnel prepare various schedules and analyses for our staff. However, except as otherwise noted by us, no personal information other than names related to City of Cordova employees and/or customers should be provided to us. In addition, we ask that you provide high-speed Internet access to our engagement team, if practicable, while working on the City's premises. This assistance will serve to facilitate the progress of our work and minimize costs to you.

#### Peer Review Reports

*Government Auditing Standards* requires that we provide you with a copy of our most recent quality control review report. Our latest peer review report accompanies this letter.

#### **Other Services**

We are always available to meet with you and/or other executives at various times throughout the year to discuss current business, operational, accounting, and auditing matters affecting the City of Cordova. Whenever you feel such meetings are desirable, please let us know. We are also prepared to provide services to assist you in any of these areas.

In addition to the audit services described above, you have requested that we provide the following non-attest services:

We will assist the City in preparing the financial statements and related footnote disclosures for the year ended December 31, 2013 based on information in the trial balance and other information that comes to our attention during the course of our engagement. We will also assist the City in preparing and submitting the required Form SF-SAC Data Collection Form.

#### Independence

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the City in the performance of our services. Any discussions that you have with personnel of BDO regarding employment could pose a threat to our independence. Therefore, we request that you inform us immediately prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

In order for us to remain independent, professional and regulatory standards require us to maintain certain respective roles and relationships with you with respect to the non-attest services described above. Prior to performing such services in conjunction with our audit, management must acknowledge its acceptance of certain responsibilities.

We will not perform management functions or make management decisions on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its functions and fulfilling its responsibilities.

The City agrees to perform the following functions in connection with our performance of the (non-attest services):

a. Make all management decisions and perform all management functions with respect to the financial statements and data collection form preparation provided by us.

- b. Assign Jon Stavig, Finance Director to oversee the financial statement and data collection form preparation and evaluate the adequacy and results of the services.
- c. Accept responsibility for the results of the financial statement and data collection form preparation.
- d. Establish and maintain internal controls over financial statement and data collection form preparation.

The services are limited to those outlined above. We, in our professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as making management decisions or performing management functions. The City must make all decisions with regard to our recommendations. By signing this Agreement, you acknowledge your acceptance of these responsibilities.

#### **Dispute Resolution Procedure**

All provisions of this agreement will be governed by the laws of the State of Alaska.

If any dispute, controversy, or claim arises out of, relates to, or results from the performance or breach of this Agreement, excluding claims for non-monetary or equitable relief (collectively, the "Dispute"), either party may, upon written notice to the other party, request non-binding mediation which can be declined by the non-requesting party with or without reason or cause.

Such mediation shall be assisted by a neutral mediator acceptable to both parties and shall require the commercially reasonable efforts of the parties to discuss with each other in good faith their respective positions and different interests to finally resolve such Dispute. The mediator shall keep confidential all information disclosed during mediation, and not act as a witness for either party. Fees and expenses of the mediator, if any, shall be borne equally by the parties, while other costs incurred by each party in such mediation shall be borne solely by such party. Such mediation shall conclude after the parties have engaged in good faith settlement negotiations, but nonetheless are unable to resolve the Dispute through the mediation process.

Any Dispute not resolved first by mediation between the parties shall be decided by binding arbitration. The arbitration proceeding shall take place Anchorage, unless the parties agree in writing to a different locale. In any arbitration instituted hereunder, the proceedings shall proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that the Arbitration Panel shall permit discovery that is consistent with the scope of discovery typically permitted by the Federal Rules of Civil Procedure and/or is otherwise customary in light of the complexity of the Dispute and the amount in controversy. Any Dispute regarding discovery, or the relevance or scope thereof, shall be determined by the Arbitration Panel.

The arbitration shall be conducted before a panel of three persons, one selected by each party, and the third selected by the two party-selected arbitrators (the "Arbitration Panel"). The partyselected arbitrators shall be treated as neutrals. The Arbitration Panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a state or federal court. The parties also waive the right to punitive damages and the arbitrators shall have no authority to award such damages or any other damages that are not strictly compensatory in nature. In rendering their award, the Arbitration Panel shall issue in writing findings of fact and conclusions of law. The Arbitration Panel shall not have authority to grant an award that is not supported by substantial evidence or that is based on an error of law, and such absence of substantial evidence or such error of law may be reviewed on appeal to vacate an award based on the standard of review otherwise applicable in the Federal Appellate Court responsible for the jurisdiction in which the arbitration is venued, and without regard to any heightened standard of review otherwise applicable to an arbitration decision rendered by the AAA. The confidentiality provisions applicable to mediation shall also apply to arbitration. The award issued by the Arbitration Panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. No payment of any award or posting of any bond of any kind whatsoever is required to be made or posted until such Dispute is finally determined.

In no event shall a demand for arbitration be made after the date on which the initiation of the legal or equitable proceeding on the same Dispute would be barred by the applicable statute of limitations or repose. For the purposes of applying the statute of limitations or repose, receipt of a written demand for arbitration by the AAA shall be deemed the initiation of the legal or equitable proceeding based on such Dispute.

#### Fees

Our charges to the City of Cordova for the services described above will be \$47,500 plus out of pocket costs. This fee is based on the following assumptions: your personnel will prepare certain schedules and analyses for us and make available to us documents for our examination as and when requested; there will be no significant changes in the internal controls, accounting systems, key personnel, or structure of the organization; there will be no significant additions of funds or disposal/divesture of business-type activities; and there will not be any unanticipated increases in current operations requiring significant additional audit time.

Please note in the last few years, we have had to record a number of audit adjustments to correct the financial statements. These adjustments are not included in the above audit fee and, if required, will be billed separately.

This engagement includes only those services specifically described in this Agreement; any additional services not specified herein will be agreed to in a separate letter. In the event you request us to respond to, or we receive and respond to, a validly issued subpoena, court order, government regulatory inquiry, or other similar request or legal process against the City or its management for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, you agree to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs (including outside lawyer fees) that we incur.

Our fees and costs will be billed periodically, and are payable within 30 days of the invoice date. In the event that any collection action is required to collect unpaid balances due to us, you agree to reimburse us for all our costs of collection, including without limitation, attorneys' fees.

If we elect to terminate our services for nonpayment, or for any other reason provided for in this Agreement, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all of our time expended, and to reimburse us for all of our out-of-pocket expenses, through the date of termination.

#### Third-Party Use

BDO will perform the professional services provided in connection with this engagement solely for the information and use of the City of Cordova, the federal audit clearinghouse, and the State of Alaska Single Audit office. BDO does not anticipate and does not authorize reliance by any other party on its professional services. Any amendment to this provision must be made through a written document signed by the City of Cordova and BDO.

#### Miscellaneous

This Agreement is intended to cover only the services specified herein, although we look forward to many more years of pleasant association with the City of Cordova. This engagement is a separate and discrete event and any future services will be covered by a separate agreement to provide services.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, or published interpretations, but if any provision of this Agreement shall be deemed prohibited, invalid, or otherwise unenforceable for any reason under such applicable laws, regulations, or published interpretations, such provisions shall be ineffective only to the extent of such prohibition, invalidity, or unenforceability and such revised provision shall be made a part of this Agreement as if it was specifically set forth herein. Furthermore, the provisions of the foregoing sentence shall not invalidate the remainder of such provision or the other provisions of this Agreement.

This Agreement may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this Agreement must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties to this Agreement and all other persons or entities required by law. An electronically transmitted signature to this Agreement will be deemed an acceptable original for purposes of consummating this Agreement and binding the party providing such electronic signature.

\* \* \* \* \*

We believe the foregoing correctly sets forth our understanding; however, if you have any questions, please let us know. If you find the foregoing arrangements acceptable, please acknowledge this by signing and returning to us a copy of this Agreement and retaining a copy for your files.

Very truly yours,

Michelle Dree

Michelle Drew, CPA BDO USA, LLP

Finance Director

City Manager

owledged:



Baker Tilly Vinchow Krante, LLP 225 5 Sixth St, Ste 2300 Minneapolin, MN 55402-4661 tel 612 876 4500 fox 612 238 8900 bukernills.com

#### SYSTEM REVIEW REPORT

To the Partners of BDO USA, LLP and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of BDO USA, LLP (the firm) applicable to non-SEC issuers in effect for the year ended March 31, 2012. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under Government Auditing Standards, audits of employee benefit plans, audits performed under FDICIA, and audits of carrying broker-dealers.

In our opinion, the system of quality control for the accounting and auditing practice of BDO USA, LLP applicable to non-SEC issuers in effect for the year ended March 31, 2012, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. BDO USA, LLP has received a peer review rating of pass.

Baken Tilly Virchow Krann LLP

Minneapolis, Minnesota November 27, 2012 John:

My thought is we put it on the agenda for discussion on Weds? Are you ok w that? You would need to join us by phone to provide some insight and recommendations. v/r

Randy

From: John Bitney [mailto:johnbitney@yahoo.com]
Sent: Wednesday, February 26, 2014 3:07 PM
To: Randy Robertson
Subject: Fw: Reopener for Unknown Injury Resolution

Randy:

Below is an email received from Senator Gardner's requesting the City of Cordova to review her resolution supporting re-opening the litigation against Exxon Mobile for the 1989 spill.

Here is a web link to the resolution: http://www.legis.state.ak.us/PDF/28/Bills/SJR025A.PDF

While I have numerous questions about this issue, I want to honor the Senator's request to share this resolution. My belief is that the key provision of the resolution is found on page 4, lines 12-16, which gives the time frame for terminating the claim.

Thank you John

----- Forwarded Message -----From: Noah Hanson <<u>Noah.Hanson@akleg.gov</u>> To: "johnbitney@yahoo.com" <johnbitney@yahoo.com> Sent: Tuesday, February 18, 2014 12:12 PM Subject: Reopener for Unknown Injury Resolution

Hey John,

Attached is the version that was read across today. I am putting together a bill packet for it and was hoping that I could get a letter of support from the City of Cordova. Let me know if you got any questions.

Thanks,

## NOAH HANSON

Senator Berta Gardner 716 West 4<sup>TH</sup> Ave Anchorage, AK 99501 907-269-0155 AlaskaSenateDems.Com/Gardner Facebook.Com/BertaGardner

### SENATE JOINT RESOLUTION NO. 25

## IN THE LEGISLATURE OF THE STATE OF ALASKA TWENTY-EIGHTH LEGISLATURE - SECOND SESSION BY SENATOR GARDNER

Introduced: 2/18/14 Referred: Judiciary

#### A RESOLUTION

1	Urging the Alaska Department of Law and the United States Department of Justice to
2	file a motion in United States District Court to compel the ExxonMobil Corporation to
3	honor the commitment to pay additional damages for the Exxon Valdez oil spill under
4	the "Reopener for Unknown Injury" provision of the 1991 Agreement and Consent
5	Decree and to collect the full demand for payment the state and federal government
6	submitted to the ExxonMobil Corporation on August 31, 2006; and urging the Exxon
7	Valdez Oil Spill Trustee Council immediately to initiate subsurface lingering oil
8	restoration work.

#### 9 BE IT RESOLVED BY THE LEGISLATURE OF THE STATE OF ALASKA:

WHEREAS the historic legal settlement between Exxon Corporation, the State of
Alaska, and the United States of America resolving damage claims related to the 1989 Exxon
Valdez oil spill (Agreement and Consent Decree, Civil Actions No. 3:91-0082 and 3:91-0083,
United States District Court for the District of Alaska) entered October 9, 1991, began one of
the most extensive attempts in history to restore environmental damage from an industrial

1 disaster; and

WHEREAS, in addition to the civil recovery of \$900,000,000, the criminal restitution of \$100,000,000, and a fine of \$25,000,000, a clause of the Agreement and Consent Decree, provided for a "Reopener for Unknown Injury" that committed the ExxonMobil Corporation to pay up to an additional \$100,000,000, as needed, to restore oil-damaged populations, habitats, or species in the spill zone if the injury "could not reasonably have been known...nor anticipated" at the time of settlement; and

8 WHEREAS, in 2006, the Twenty-Fourth Alaska State Legislature, in HJR 9, 9 Legislative Resolve No. 52, urged "the United States Department of Justice and the Alaska 10 Department of Law to identify all natural resource damages from the Exxon Valdez oil spill 11 that were unanticipated at the time of the settlement, to develop plans to remedy the damages, 12 and to present the ExxonMobil Corporation with a request for the full \$100,000,000 available 13 under the reopener clause to enact these plans"; and

- WHEREAS, in 2006, the Alaska Attorney General found that "after extensive review it is clear that populations and habitat within the oil spill area have suffered substantial and unanticipated injuries that are attributable to the Exxon Valdez oil spill"; and
- WHEREAS the most recent "Status of Injured Resources and Services" published by the Exxon Valdez Oil Spill Trustee Council in May 2010 states that only 13 of the 32 monitored resources and resource services injured by the spill are "recovered" or "very likely recovered," and some, such as Pacific herring, pigeon guillemots, and the AT1 transient orcas, are "not recovering"; and

WHEREAS state and federal studies confirm that a substantial amount of Exxon Valdez oil remains on beaches in substrates; that the oil is "nearly as toxic as it was the first few weeks after the spill"; that "the remaining oil will take decades and possibly centuries to disappear entirely"; and that enzyme markers in birds, fish, and mammals in the spill region "indicate a continuing exposure to oil"; and

WHEREAS, on June 1, 2006, under the "Reopener for Unknown Injury" provision, the state and United States government jointly presented the ExxonMobil Corporation with a "Comprehensive Plan for Habitat Restoration Projects Pursuant to the Reopener for Unknown Injury" to remediate lingering oil in intertidal sediments along the shoreline of the injured ecosystem, including a specific timeline for remedies the state and federal governments have 1 committed to take as a result of the unanticipated and ongoing injury from the oil spill; and

WHEREAS, on August 31, 2006, under the "Reopener for Unknown Injury"
provision, the state and the United States government jointly presented ExxonMobil
Corporation with a demand for payment of an additional \$92,240,982; and

5 WHEREAS, although it had agreed to the "Reopener for Unknown Injury" provision 6 in the 1991 settlement, the ExxonMobil Corporation has refused to pay the government 7 demand, and the state and federal governments have not filed a motion in court seeking to 8 collect payment; and

9 WHEREAS, in the "Comprehensive Plan for Habitat Restoration Projects Pursuant to 10 the Reopener for Unknown Injury" and "Subsurface Lingering Oil Restoration Timeline," the 11 state and federal governments stated that they would complete a "Draft Restoration Plan" and 12 an "Environmental Assessment" in 2008 and begin implementing the full lingering oil 13 remediation program in early 2009; and

WHEREAS, in the "Subsurface Lingering Oil Restoration Timeline," the state and
 federal governments asserted that the full program would be well underway, if not mostly
 complete, by now; and

WHEREAS the state and federal governments are more than six years behind schedule in implementing the "Subsurface Lingering Oil Restoration Timeline" project, citing "unexpected contracting issues" and "short field seasons and difficult working conditions in Alaska" as well as lack of payment of the "Reopener for Unknown Injury" demand presented to the ExxonMobil Corporation in 2006; and

WHEREAS former Governor Frank Murkowski, whose administration submitted the demand for payment claim related to the "Reopener for Unknown Injury" to the ExxonMobil Corporation in 2006, expressed frustration at the slow pace of resolving the claim in a February 28, 2011, letter to the United States District Court, stating "it is in the public interest that the governments move from continuing study to resolution as soon as practical. Alaska deserves closure on this issue after 22 years"; and

WHEREAS the Untitled States District Court's March 7, 2011, order stated "the court urges the governments and their trustees to proceed with all possible speed to complete studies that are underway and any necessary evaluation which they may require"; and

31 WHEREAS the United States District Court's February 15, 2012, order stated "the

1 court urges the parties to quickly resolve this matter themselves, if they are able to do so"; and

- 2 WHEREAS the United States District Court's July 1, 2013, order expressed the 3 court's frustration with the slow pace of government progress under the "Reopener for 4 Unknown Injury" restoration plan, stating "the court is dismayed that so few of the projects 5 that the Governments had expected to be completed by now have been completed"; and
- 6

7

WHEREAS the governments have demonstrated effective techniques to remediate subsurface oil by injecting nutrients and oxygen compounds into the subsurface; and

8 **WHEREAS** the ongoing delay in implementing the "Reopener for Unknown Injury" 9 restoration plan continues to damage the Alaska coastal ecosystem; and

10 WHEREAS the unresolved "Reopener for Unknown Injury" claim makes the Exxon 11 Valdez litigation the longest-lasting environmental litigation in history; and

12 WHEREAS the tolling agreement between the governments and the ExxonMobil 13 Corporation was terminated by the ExxonMobil Corporation on June 25, 2010, triggering a period of limitation on collecting the "Reopener for Unknown Injury" claim that the 14 15 ExxonMobil Corporation may argue expires in six years, potentially terminating the 16 possibility of collecting the claim on June 24, 2016; and

17 WHEREAS the United States District Court has ruled that any "Reopener for 18 Unknown Injury" claim may be brought only by the state and federal governments; until the 19 governments' "Reopener for Unknown Injury" claim is formally placed before the court, the 20 court cannot intervene to resolve the ongoing dispute on the matter between the governments 21 and the ExxonMobil Corporation;

22 **BE IT RESOLVED** that the Alaska State Legislature expresses its profound 23 disappointment in the continuing refusal of the ExxonMobil Corporation to honor the 24 commitment it made in the 1991 settlement to pay a "Reopener for Unknown Injury" claim 25 made by the governments; and be it

26 FURTHER RESOLVED that the Alaska State Legislature urges the Alaska 27 Department of Law and the United States Department of Justice to immediately file a motion 28 in United States District Court to collect the full amount of the demand for payment of 29 \$92,240,982 presented to the ExxonMobil Corporation on August 31, 2006, plus five percent 30 interest--approximately \$35,000,000--on the delinquent payment; and be it

31 FURTHER RESOLVED that the Alaska State Legislature urges that, until the full "Reopener for Unknown Injury" demand for payment, plus interest, is collected from the
 ExxonMobil Corporation and the "Reopener for Unknown Injury" payment is finally made,
 the Exxon Valdez Oil Spill Trustee Council use existing funds to immediately initiate the
 subsurface lingering oil restoration work.

5 **COPIES** of this resolution shall be sent to the Honorable Barack Obama, President of 6 the United States; the Honorable Joseph R. Biden, Jr., Vice-President of the United States and 7 President of the U.S. Senate; the Honorable John Boehner, Speaker of the U.S. House of 8 Representatives; the Honorable Nancy Pelosi, Minority Leader of the U.S. House of 9 Representatives; the Honorable Harry Reid, Majority Leader of the U.S. Senate; the 10 Honorable Mitch McConnell, Minority Leader of the U.S. Senate; the Honorable Eric H. 11 Holder, Jr., Attorney General of the United States; the Honorable Michael C. Geraghty, 12 Alaska Attorney General; the Exxon Valdez Oil Spill Trustee Council; and the Honorable 13 Lisa Murkowski and the Honorable Mark Begich, U.S. Senators, and the Honorable Don 14 Young, U.S. Representative, members of the Alaska delegation in Congress.

## Pending agenda:

Capital Priorities List Meeting - June 4, 2014; Sep 3, 2014; Dec 3, 2014; Mar 4, 2015

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

Staff quarterly reports in packets: Apr 16, 2014; July 16, 2014; Oct 15, 2014; Jan 21, 2014

### March 13, 2014 - Special Meeting per:

### 2.48.120 Validity of election—Certification by city council.

**A**. Within **nine days** after the day of the election, the city council shall meet to review the certificate of returns prepared and delivered by the election board chairperson, and any election contests or applications for a recount.

What time would Council like to meet on March 13? Noon, 7pm, ??

## **Committees:**

- *Cordova Center Committee*: Tim Joyce, Sylvia Lange, Randy Robertson, Kristin Carpenter, Native Village of Eyak Representative, Chamber of Commerce Representative, Business Community Representative, PWSSC Representative, Stage of the Tides Representative.
- *Fisheries Advisory Committee*: David Reggiani, PWSAC; Ken Roemhildt, Seafood Sales; Jim Holley, AML; Torie Baker, Marine Advisory Program Coordinator; John Bocci; and Jeremy Botz, ADF&G
- Cordova Trails Committee: Elizabeth Senear, VACANCY, Jim Kallander, Toni Godes, and David Zastrow

## **Calendars:**

3 months of calendars are attached hereto Mar 2014; Apr 2014; May 2014

# March 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Location Legend CH-City Hall Confer- ence Room LMR-Library Mtg Rm						1
2	3 Absentee voting at City Hall	4 Cordova Regular Election Polls open 7am—8pm LMR	5 7:30 reg mtg LMR	6 District Tournament Basketball in Cordova	7 District Tournament Basketball in Cordova Clerk out on vacation	8 District Tournament Basketball in Cordova
9	10	11 6:30 P&Z LMR	<i>12</i> 7:00 Sch Bd HSL 7:00 Hrbr Cms CH	13 Spec Mtg to certify Election time (tba)	14 Clerk out on vacation	15
16	17	18	19 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	20	21	22
23	24	25	26	27	28 Alaska Shield Exer- cise Clerk out on vacation	29 Alaska Shield Exer- cise
30	<i>31</i> Seward's Day City Hall Offices Closed					Location Legend HSL-High School Li- brary <b>88</b>

# April 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Location Legend CH-City Hall Confer- ence Room LMR-Library Mtg Rm HSL-High School Li- brary		1	2 HSB time tba 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	3	4 Clerk out on vacation	5
6	7	8 6:30 P&Z LMR	9 7:00 Sch Bd HSL 7:00 Hrbr Cms CH	10	11 Clerk out on vacation	12
13	14 CSD—spring break	15 CSD—spring break	<i>16</i> CSD—spring break 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	17 CSD—spring break	<ul><li>18</li><li>CSD—spring break</li><li>Clerk out on vacation</li></ul>	19
20 Easter Sunday	21 BOE Hearing 7pm	22	23	24	25	26
27	28	29	30			Location Legend CH-City Hall Confer- ence Room LMR-Library Mtg Rm HSL-High School Li- brary <b>89</b>

# May 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Location Legend CH-City Hall Confer- ence Room LMR-Library Mtg Rm HSL-High School Li- brary				<i>I</i> Clerk out on vacation	2 Clerk out on vacation	3
4	5	6	7 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	8	9	10
11	12	13 6:30 P&Z LMR	14 7:00 Sch Bd HSL 7:00 Hrbr Cms CH	15	16	17 CHS Graduation
18	19	20	21 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	22	23	24
25	26 Memorial Day City Hall Offices Closed	27	28	29	30 Clerk out on vacation	31 90