COUNCIL SPECIAL MEETING MAY 14, 2012 @ 7:30 PM LIBRARY MEETING ROOM **AGENDA**

Council Members Keith van den Broek

<u>Mayor</u> James Kallander

David Allison A. CALL TO ORDER

Bret Bradford B. ROLL CALL EJ Cheshier

David Reggiani

Mayor James Kallander, Council members Keith van den Broek, David Allison,

Robert Beedle Bret Bradford, EJ Cheshier, David Reggiani, and Robert Beedle

City Manager C. APPROVAL OF AGENDA (voice vote) Mark Lynch

D. DISCLOSURES OF CONFLICTS OF INTEREST City Clerk

E. COMMUNICATIONS BY AND PETITIONS FROM VISITORS Susan Bourgeois

1. Guest Speakers **Deputy Clerk**

Robyn Kincaid 2. Audience Comments regarding agenda items

F. APPROVAL OF CONSENT CALENDAR(roll call vote)
3. Approval of exception for Fish Follies Opening Reception June 8, 2012(page 1)
G. APPROVAL OF MINUTES
4. Minutes of 05-02-12 Regular Meeting
H. REPORTS OF OFFICERS
5. Manager's Report
a. Memo in re exempt wage increases (page 11)
6. City Clerk's Report. (page 12)
a. Documentation explaining the fiscal effect of HB182 on school funding
7. Staff reports
a. Sam Greenwood, Heney Trailer Court update
b. Sam Greenwood, Cordova Kitchen update
c. Moe Zamarron, Paving wish list report
d. Moe Zamarron, Snow Dump information/update(page 34)
e. Ashley Royal, Monthly Financials(page 35)
I. CORRESPONDENCE
8. Email from Jim Kacsh, Council member resignation 04-17-12
9. Letter from PWSSC in re lease renewal request 04-26-12
10. Letter from Diane Wiese in re City snow removal 05-03-12
11. Letter from Office of History & Archaeology in re rant award for Pioneer Igloo 04-27-12(page 49)
12. Letter from Department of Revenue notifying of TAPS appeal of 2007, 2008, 2009 (page 50)
supplemental assessment
13. Email from George Covel in re nepotism in Charter
J. NEW BUSINESS
14. Resolution 05-12-25
A resolution placing a ballot proposition before the voters at the regular election on March 5, 2013
amending Article IV, Section 4-3 to remove the prohibition of employment of Council member, City
Manager, and Mayor family members (Council may choose to discuss with City Attorney in executive session)
15. Adoption of certified 2012 property tax roll
16. Contract approval for preliminary design for Harbor Boardwalks(voice vote)(page 59)
17. Contract approval for Corps permitting for Shipyard Fill project
18. Approval of City Addressing Policy
19. Acceptance of Planning and Zoning Commission Resolution 12-03(voice vote)(page 90)
20. Pending Agenda and Calendar(page 99)
W. AUDIENICE DA DEVOIDA ELONI

K. AUDIENCE PARTICIPATION

L. COUNCIL COMMENTS

M. EXECUTIVE SESSION

21. Attorney advice/information regarding agenda item 14 (if necessary)

N. ADJOURNMENT

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

A MEMO FROM SUSAN BOURGEOIS, CITY CLERK

DATE: May 9, 2012

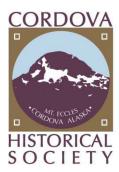
TO: Mayor and City Council

SUBJECT: CMC 6.12.030-040

Please see attached letter from the Cordova Historical Society and the appropriate Code reference.

STAFF RECOMMENDATION: Move to except by use permit, pursuant to Cordova Municipal Code 6.12.040, the Cordova Library on Friday June 8 from 5pm – 8pm for the Fish Follies Opening Reception.

REQUIRED ACTION: Majority voice vote.



Preserving Cordova's past for the future... A community museum and educational facility.

PO Box 391, 622 First Street, Cordova Alaska 99574 www.cordovamuseum.org

Mayor Jim Kallander City Council Members May 8, 2012

Gentlemen:

The Cordova Historical Society will be hosting its' tenth annual Fish Follies Juried Art Show this coming month on June 8, 2012. This home-grown exhibit will feature works of art related to fishing or the sea and include works of art created around Alaska and the lower 48. This year's juror is Cordova's own Denis Keogh.

The Cordova Historical Society would like to request an exceptional use permit to City Ordinance 6.12.030 regarding the allowance of alcoholic beverages within a municipal building for this annual event, the opening Reception of Fish Follies 2012.

We would like to be able to offer wine (only) along with the cheese cakes and chocolates for the opening reception on Friday, June 8th from 5pm until 8 pm.

The event will be manned by Cordova Historical Museum staff as well as Cordova Historical Society volunteers. With your approval we would submit for a one-time event permit from the Alaska Alcohol Control Board.

"A **Special Events Permit** authorizes a nonprofit fraternal civic or patriotic organization active for at least two years before application and incorporated under AS 10.20 to sell or dispense beer and wine for specific events during a limited period of time. (permit fee - \$50.00 per day)"

Thank you for considering our request.

Since rely,

Cordova Historical Society Trustees

6.12.030 - Alcoholic beverages—Consumption in public places.

- **A**. It is unlawful for any person to consume any alcoholic beverage on any public street, alley or highway within the city limits or in or upon the grounds of any city building or property, except as permitted by ordinance, use permit or regulation.
- **B**. It is unlawful for any person to possess any open bottle, can, or other receptacle, containing any alcoholic beverage on any public street, sidewalk or alley within the city limits or in or upon the grounds of any municipal building or property, except as permitted by ordinance, use permit or regulation.
- **C**. The city council is authorized to designate public areas and places within the city limits, in addition to those specified in subsection A and B of this section, in which the consumption of alcoholic beverages or possession of open alcoholic beverage containers is prohibited, and to cause signs to be posted in such areas or places advising members of the public of the prohibition.

(Ord. 835 (part), 1999).

6.12.040 - Exceptions.

The city council is authorized by use permit to except any public street, alley, highway, city building or city property from Section <u>6.12.030</u>.

CITY COUNCIL REGULAR MEETING MAY 02, 2012 @ 7:30 PM LIBRARY MEETING ROOM MINUTES

A. CALL TO ORDER

Mayor James Kallander called the Council Regular Meeting to order at 7:35 pm on May 2, 2012, in the Library Meeting Room.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Kallander led the audience in the Pledge of Allegiance.

C. ROLL CALL

Present for roll call were *Mayor James Kallander* and Council members *Keith van den Broek*, *David Allison*, *Bret Bradford*, *EJ Cheshier*, *David Reggiani* and *Robert Beedle*. Also present were City Manager *Mark Lynch* and Deputy City Clerk *Robyn Kincaid*.

D. APPROVAL OF REGULAR AGENDA

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

Council chose to move item 24 before item 18 and item 25 before item 21.

Vote on motion: 6 yeas, 0 nays. Motion passes.

E. DISCLOSURES OF CONFLICTS OF INTEREST

Allison declared a conflict as he works for Eagle Contracting who is on the agenda to be awarded a contract. **Mayor Kallander** agreed and requested that he remove himself from the room during that executive session and to not participate in the discussions on those items.

F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

- 1. Guest Speakers
 - a. Mt. Eccles Video Club presentation

Kathy Zamudio presented two short videos from the video club advocating for sidewalks and cross walks near the elementary school.

b. Buck Adams, City Investments

Adams reported to Council that as of April 1st the City had about \$15.5M on deposit with UBS in 6 accounts. Since then the City's accounts have had a drawdown of about \$2.6M leaving about \$14.1M as of this week. The domestic investments were the strongest. The fixed investments that were the strongest last year were weaker this quarter. They held off investing \$900K due to the line of credit they were trying to set up. The line of credit will be accessible very soon if it is needed. They will be looking to invest that \$900K when the market softens up a bit more when they can buy in at lower prices. Rate of return this year so far is up 2.5% year-to-date from last year. **Beedle** asked about credit quality and bond ratings. **Adams** responded that small amounts of the portfolio are not rated but it doesn't have a huge impact on the overall portfolio. **Mayor Kallander** thanked **Adams** for the report.

- 2. Audience comments regarding agenda items None
- 3. Chairpersons and Representatives of Boards and Commissions

Harbor: *Beedle* reported that they received an update from the Clean Harbor Committee. NOAA had a meeting on improving marine habitat and Cordova looked really good. The commission passed their harbor facilities and upland master plan. They discussed the South Fill expansion proposal. The Harbor Master reported that based on 2004 estimates repairs of the damage to the harbor would be about \$184K.

HSB: Allison reported that they welcomed the new Hospital Administrator Theresa Carte to Cordova

G. APPROVAL OF CONSENT CALENDAR

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

4. Confirmation of CVFD Election of Officers

Vote on Consent Calendar: 6 yeas, 0 nays. Cheshier – yes; Reggiani – yes; Beedle – yes; van den Broek – yes; Allison – yes and Bradford – yes. Consent Calendar was approved.

H. APPROVAL OF MINUTES

M/Reggiani S/Kacsh to approve the minutes.

Reggiani pointed out two minor corrections which the Clerk noted.

- 5. Minutes of March 21, 2012 City Council Regular Meeting
- 6. Minutes of April 4, 2012 City Council Regular Meeting
- 7. Minutes of April 5, 2012 City Council Work Session

Vote on motion: 6 yeas, 0 nays. Motion passes.

I. CONSIDERATION OF BIDS - None

J. REPORTS OF OFFICERS

8. Mayor's Report

Mayor Kallander reported that he had multiple meetings with staff the results of which will be forthcoming. The Samson project is moving along. *Beedle* asked what is happening with Samson. *Mayor Kallander* responded that the City had to give them more square footage, a tenth of an acre, and is waiting now to hear where they want us to move the utilities.

9. Manager's Report

Lynch reported that the scrap from the Sound Developer and the Spartan will be moved by the end of the month. However, some people are starting to discard scrap metal there and he is not sure that when the barge comes they will take that other scrap. He will be traveling on the 29th or 30th of May for a meeting with a mediator, our attorney and IBEW to discuss the union grievances. Bradford stated that the new hospital administrator reported to the HSB that there is flooding in the basement of the hospital. Could we address that in the engineering of the new roof? Mayor Kallander responded that Hallquist is the project manager for the project and will be meeting with hospital staff to assess the issues. Beedle asked about the boardwalks for the harbor. Lynch responded that he has sent the proposal to the firm conducting the harbor study and did get a response but has not looked at it yet.

10. City Clerk's Report

Kincaid reported on the foreclosure process for delinquent property taxes stating that there are 3 that still owe for 2010 and 7 that still owe for 2011. On May 18th if those that owe for 2010 have still not paid the properties will automatically be deeded to the City. On May 8th those that have not paid their 2011 property tax will have a judgment filed against them. Kincaid informed Council that the State just approved a new records retention guide that she will be reviewing and that she will be attending training in Anchorage on May 11th for records management and IT collaboration. Lynch informed Council that there are file cabinets downstairs that are full of stuff from the 1940's that needs to be looked through. He may request temporary help to get that cleaned out before moving to the Cordova Center. Kincaid responded that it is on her goals list for this summer if she gets time.

11. Staff Reports

a. Cordova Center Phase I, Josh Hallquist

Hallquist handed out a report to Council. *Mayor Kallander* commented that he likes seeing the 95% complete. *Hallquist* reported that the roofers started, he estimates they will be done in another week. The stone mason is doing a good job. They are starting on the cedar today. Dokoozian and OAC were in

town last week for a meeting on the punch list and claims cases. The siding will be showing up on the 24th of May. He is worried they will not be ready for the siding when it shows up. Windows are in town now. *Sherman* will be traveling to Juneau next week to meet with Paul.

- b. Legislative Lobbyist, John Bitney
- c. Solid Waste Upgrade Progress, Moe Zamarron

Zamarron reported that he has been using grant money availability to prioritize the steps for the baler facility improvements project. The grant is \$497K with a \$213K match. \$113K of that is in the budget which leaves \$98K left to come up with. He proposed that refuse borrow from the City and pay it back over a 5-year term. The grant is here right now and they want us to use it soon. The pavers are here this year and it would be nice to get the earthwork done before it gets paved so we are not driving heavy equipment over the pavement. Mayor Kallander stated that they have been working towards this for 4-5 years. He would like to get Council's concurrence to direct staff to move this project forward. **Reggiani** stated that he supports the project. He would suggest a different funding source instead of a rate increase. Perhaps it could be funded out of the funded depreciation account. Zamarron responded that there has been some serious deterioration of equipment these last few years estimating about \$50K worth. Those funds should go to towards that first but he is not opposed to using the excess to support this project. All of their equipment has had heavy usage this year. Reggiani stated that he is fine with getting the project started and dealing with the funding aspect at a later time. Bradford asked if this would be an additional building. Zamarron responded that it would be an addition to an existing structure as well as facility improvements. Mayor Kallander asked for concurrence for staff to proceed with the project then come back with a definite scope of work. Council concurred. Mayor Kallander asked about the sidewalks the video club was asking for. **Zamarron** responded that it will happen this summer. There is an issue with the City improving on State property. Also, he is concerned with a snow plow going over the raised sidewalk and if they will have to rebuild it every year. Zamarron clarified for Council that it will be a raised sidewalk made out of asphalt per the project proposal. Reggiani asked towards the intent of having a raised sidewalk. Lynch responded that the idea is that if you set the kids up higher they will be more easily visible. **Bradford** stated that is sounds like it could be a lighting issue. **Zamarron** responded that lighting was not addressed in the design.

- 12. Department Quarterly Reports 1Q, 2012
 - a. Harbormaster, Dale Muma
 - b. Director of Parks and Recreation, Susie Herschleb
 - c. UBS Financial, City Investments, Buck Adams
 - d. City Planner, Samantha Greenwood
 - e. Chief of Police, Bob Griffiths
 - f. City Fire Marshal, Paul Trumblee
 - g. Assistant City Manager/Info Services/Library/Museum/CDV CTR, Cathy Sherman
 - h. Director of Public Works, Moe Zamarron

Zamarron reported that he has been working with the insurance company and the State Emergency Management people on snow damage, removal and repair costs. **Mayor Kallander** asked when we will know what they will cover. **Zamarron** responded that he thought it would be soon as he is talking to the adjusters now. **Mayor Kallander** asked for an update on LT2 at the next meeting. **Zamarron** reported that they had been trying to do a combined supervisory position for the refuse department and the public works but are splitting it back to two. He is working with insurance on a 2008 pickup that was flipped last year. Insurance has labeled it as totaled and will be sending us a check for \$17K. He would like to replace the truck that is being estimated at \$25K but they will be short \$6-8K. **Reggiani** suggested adding it as a new capital item with depreciation schedule and to be funded out of the general fund. Council concurred. **Zamarron** informed Council that the pavers are in town and wanting to know

what we want paved. He has a rough estimate for the parking along the south harbor at about \$60-65K before adjusting for their parking their equipment on City land. Council asked that he bring a list of possible places to pave this year at the next meeting.

i. Finance Director, Ashley Royal

Royal reported that he has had challenges with the State on the refunding for the snow. Herschleb reported to him more damage that has been discovered today. He pointed out to Council that on page 78 in their packet the report title should be "Cordova Center". Mayor Kallander inquired about the \$138K TAPS money. Lynch stated that it goes into the general fund so it can be invested. Mayor Kallander asked if we are accounting for it in a liability account since it was paid in protest. Royal replied that he will ask the auditors. Lynch informed Council that they pay their regular taxes and this "bonus" money in protest every year so there may be a higher dollar amount to be accounted for if we truly need to do that. Mayor Kallander informed Council that Valdez had to refund \$50-60K because of an item that was contested in court. He doesn't want Cordova to be in the same boat. He would like the auditor's opinion on how far back we could be liable. *Reggiani* asked *Royal* if the \$758K is the final total for account 333. **Royal** stated that some invoices are still are coming in. He expects the total to be closer to \$900K - \$1M before it is all done. Reggiani asked for more detail on that account, perhaps broken down into categories for EOC, plowing, hauling, etc. He also asked on the snow removal YTD actual being just under \$14K if that was from typical billing or had it been changed with Snowpocalypse. Lynch responded that that is more a function of the public works department. They will be coding some things as regular snow expenses and some as expenses from Snowpocalypse referenced in account 333. Mostly the 333 items were pulled out in hopes of reimbursement. **Beedle** asked why facility utilities were at 37% when we are only a quarter way through the budget year. Lynch responded that the first 3-months and last 3-months of the budget year are heavier in utilities.

K. CORRESPONDENCE

- 13. Letter from DCCED in re Hospital Roof appropriation of \$2M 04-04-12
- 14. Letter from USDA Chugach National Forest 04-11-12
- 15. Article in re Brad Sjostedt AK Air Magazine April 2012
- 16. Explanation from ACSA in re new school funding Mill Rate cap to schools
- 17. AK Superior Court final judgment and taxes owed to Cordova for 2007, 2008, 2009

Council took a 5-minute recess at 9:05 pm

24. Union contract negotiations

M/Reggiani S/Bradford to enter into executive session to review the Union contract negotiations. Subjects that may be discussed are matters that the immediate knowledge of which would clearly have an adverse effect upon the finances of the government.

Vote on motion: 6 yeas, 0 nays. Motion passes.

Council entered executive session at 9:11 pm (Clerk stepped out); Council came out of executive session at 9:25 pm (Clerk returned)

M/Allison S/Reggiani to postpone item 18 until immediately after item 20. Vote on motion: 6 yeas, 0 nays. Motion passes.

L. ORDINANCES AND RESOLUTIONS - postponed

M. UNFINISHED BUSINESS – None

N. NEW & MISCELLANEOUS BUSINESS

19. Contract approval: small boat harbor reconfiguration

M/Reggiani S/Allison to direct the City Manager to enter into a contract (EXHIBIT B) with DHI Consulting Engineers for Professional Services to perform a preliminary study of Small Boat Harbor Reconfiguration in the new section of Cordova Small Boat Harbor.

Allison commented that it would be nice to come up with new names for the old or new harbor. Vote on motion: 6 yeas, 0 nays. Motion passes.

20. Collective Bargaining Agreement with IBEW Local Union 1547 approval

M/Reggiani S/Allison to approve Collective Bargaining Agreement by and between the City of Cordova and IBEW Local Union 1547 representing City Employees covering the period of May 1, 2012 to April 30, 2015.

Vote on motion: 6 yeas, 0 nays. Motion passes.

18. Resolution 05-12-24

A resolution of the City Council of the City of Cordova, Alaska, authorizing supplemental appropriations in the total amount of \$69,735 in the general fund, and enterprise funds to pay a 2012 wage increase for all City employees; based on their rate of pay effective May 1, 2012; and amending the City of Cordova's 2012 budget accordingly

M/Bradford S/Beedle to approve resolution 05-12-24, a resolution of the City Council of the City of Cordova, Alaska, authorizing supplemental appropriations in the total amount of \$69,735 in the general fund, and enterprise funds to pay a 2012 wage increase for all City employees; based on their rate of pay effective May 1, 2012; and amending the City of Cordova's 2012 budget accordingly

Reggiani proposed an amendment to the resolution 05-12-24 that he handed out to Council. He stated that his intent with the amendment is to separate the bargaining unit employees, the exempt employees, the City Manager and the City Clerk into separate resolutions. His further intent is to follow up with another resolution for a pay increase for the exempt employees at the next meeting.

M/Reggiani S/van den Broek to approve the amendment to resolution 05-12-24 to read as follows:

A resolution of the City Council of the City of Cordova, Alaska, authorizing a 3% wage increase for all IBEW bargaining unit (union) employees of the City of Cordova.

WHEREAS, during contract renewal negotiations with I.B.E.W Local Union No. 1547 a three percent (3%) wage increase was agreed to beginning May 1, 2012; and

NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, herby authorizes a three percent (3%) wage increase for all IBEW bargaining unit (union) employees of the City of Cordova.

Vote on amendment: 6 yeas, 0 nays. Motion passes.

<u>Vote on main motion: 6 yeas, 0 nays. Reggiani – yes; Beedle – yes; van den Broek – yes; Allison – yes; Bradford – yes and Cheshier – yes. Motion passes.</u>

25. Contract approval: breakwater fill project

M/Reggiani S/Bradford to enter into executive session to discuss the Contract approval: breakwater fill project. Subjects that may be discussed are matters that the immediate knowledge of which would clearly have an adverse effect upon the finances of the government.

Vote on motion: 5 yeas, 0 nays, 1 conflicted member (Allison). Motion passes.

Council entered executive session at 9:33 pm (*Allison* stepped out); Council came out of executive session at 9:46 pm (*Allison* returned)

21. Contract approval: breakwater fill project

M/Reggiani S/Bradford to direct the City Manager to accept the proposal by Eagle Contracting Corporation per the terms of their price schedule (EXHIBIT A) and the agreement (EXHIBIT B) for building a breakwater extension and fill pad for a total sum not to exceed two million eleven thousand dollars.

Vote on motion: 5 yeas, 0 nays, 1 conflicted member (Allison). Motion passes.

22. Pending Agenda and Calendar

M/Reggiani S/Bradford to cancel the May 16, 2012 Regular Council meeting.

Vote on motion: 6 yeas, 0 nays. Motion passes.

Council chose to schedule a special meeting on May 14th at 7:30 pm

O. AUDIENCE PARTICIPATION - None

P. COUNCIL COMMENTS

23. Council Comments

Beedle stated that he is super excited about the breakwater

Cheshier stated that he is super super excited about the breakwater

Q. EXECUTIVE SESSION

26. City Manager Employment Contract renewal

M/Bradford S/Beedle to enter into executive session to discuss the City Manager's Employment Contract renewal. Subjects that may be discussed are subjects that tend to prejudice the reputation and character of any person; provided that the person may request a public discussion.

Vote on motion: 6 yeas, 0 nays. Motion passes.

Council entered executive session at 9:50 pm (Clerk stepped out, the City Manager stepped out temporarily); Council came out of executive session at 10:23 pm (Clerk and City Manager returned)

Mayor Kallander stated that no action was taken

R. ADJOURNMENT

M/Reggiani S/Bradford to adjourn the regular meeting at 10:24 pm Vote on motion: 6 yeas, 0 nays. Motion passes.

Approved:	
Attest:	
Robyn Kincaid, Deputy City Clerk	



City of Cordova 602 Railroad Ave. P.O. Box 1210 Cordova, Alaska 99574

Phone: (907) 424-6200 Fax: (907) 424-6000

Email:

citymanager@cityofcordova.net

CITY OF CORDOVA

Office of City Manager

May 9, 2012 Manager's Report (for 05/14/12 Council meeting)

Personnel issues: We are still working on filling positions in Public Works. A new mechanic has been hired, and we anticipate filling the Refuse and Streets supervisory positions soon. Parks & Rec will be hiring some temp help until their regular full time openings are filled. The new Library Director will start June 1.

Union Contract/Grievances: I am traveling to Anchorage to a mediation meeting on May 25th to try to settle before going to arbitration, if possible. Grievance arbitration is set to begin in mid-June.

Hospital Roof: This is progressing on schedule. CH2MHILL will have requests out to roofing contractors by May 15th and I will be in Anchorage on the afternoon of the 24th to review them with CH2MHILL.

Sound Developer / Spartan: I have been notified that S&R's barge has been delayed due to mechanical problems and is currently in dry dock. This could postpone removal of the scrap metal until near the end of June. This should still allow removal before work on the floating dock begins. Short term parking for trailers using the dock will be allowed in the adjacent lot. On the positive side, S&R has agreed to accept scrap vehicles. Clean-up day is being planned for early June and the City will be able to dispose of vehicle without them being transported to the landfill. Individual owners will still be required to certify that the vehicles have been drained of fluids and batteries removed. Violators will be cited, and charged for all costs associated with contamination clean-up. All vehicle drop offs must be coordinated through the City's Refuse Division.

Harbor Study & Boardwalks: A memo is in your packet recommending DHI Consulting Engineers for the initial work on the Boardwalks. DHI has begun work on the Harbor study as previously approved.

Breakwater/Fill Project: The contractor is planning to start filling on or about May 21st.

Shipyard Fill: A memo is in your packet recommending DHI Consulting Engineers for permitting of this project.

North Fill Floating Dock: I am in value engineering with a contractor, and hope to bring a contract for approval at the next Council meeting.

Snow Emergency: All required paperwork has been submitted to the State. Insurance has had an adjuster on site. We are waiting on responses from both.



CITY OF CORDOVA

City of Cordova 602 Railroad Ave. P.O. Box 1210 Cordova, Alaska 99574

Phone: (907) 424-6200 Fax: (907) 424-6000

Email: citymanager@cityofcordova.net

Web: www.cityofcordova.net

Office of City Manager

May 9, 2012

Memo to City Council Re: Exempt Salary Increase

Council recently approved a pay increase for union members, and asked that I bring back a proposal for an increase for exempt staff, other than the Clerk and Manager. I am recommending 4% for exempt staff based on the following:

- Exempt staff do not receive overtime.
- Exempt staff do not receive extra pay for holidays worked.
- Exempt staff often work evenings, weekends, and holidays to complete work on schedule.
- Exempt staff have a higher level of responsibility.
- Exempt staff are expected to fill in for subordinates who are out sick or on vacation, and do not receive extra pay for doing so.

If Council agrees with this recommendation, please advise and I will bring back a resolution to accomplish this at our next meeting.

Thank you,

Mark Lynch City Manager



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

May 14, 2012 Special Council Meeting

Date of Report: May 10, 2012

Things I need feedback on:

- See Pending Agenda: need response in re July 4 meeting
- See Certification of Roll need direction in re other mill rate scenarios if necessary
- See Pending Agenda need to schedule executive sessions for Manager and Clerk evaluations

Things I have been working on:

- Signed paychecks/other AP checks
- Prepared agendas and packets for special mtg meeting on May 14, 2012
- Completed analysis for certifying roll; Deputy Clerk prepared the reports (3 yr, 10yr)
- Deputy Clerk continues with prep for EOR (expiration of the redemption period) for delinquent 2010 taxes which is Friday May 18 – last day to redeem properties on the 2010 foreclosure list
- Analyzed and researched information for report in packet in re HB182 spoke with State DEED, School Finance Director Elizabeth Nudelman
- Conferred with Attorney in re Board and Commission rules and regulations regarding open meetings act and public noticing requirements
- Conferred with Attorney regarding Charter Change for next Regular Election
- Prepared for 2012 IIMC Conference I am attending in Portland on May 20 24 (printed session materials, chose advanced academy sessions to attend)
- Prepared evaluation packets for City Manager and City Clerk also prepared my own self-evaluation for handout tonight

A MEMO FROM SUSAN BOURGEOIS, CITY CLERK

DATE: May 9, 2012

TO: Mayor and City Council

SUBJECT: HB 182

HB 182 was passed by the legislature and effects the school funding formula in that it reduces the minimum required contribution of a municipality to the equivalent of 2.65 mills of the Full Value Determination (as reported by the State Assessor each year).

Attached here are three documents that should help explain the changes.

- 1) a four page "Fiscal Note" that was attached to the legislation as it was being read before the legislature in Juneau this was written by Elizabeth Nudelman the Director of School Finances and Facilities for the State of Alaska Department of Education and Early Development.
- 2) a ten page letter, also written by Elizabeth Nudelman, including 5 pages of spreadsheets, an appendix A and then 2 more spreadsheets.
- 3) Ms. Nudelman also sent me 2 additional spreadsheets in an effort to explain the changes. The first is entitled "State Cost" and the second is called "Mill Equivalent Change".

In a nutshell, the legislation attempts to level the playing field between all of the municipalities and/or boroughs that support school districts around the State of Alaska. The four mill minimum required contribution was based on the FVD's from 1999 and only included 4 mills on 50% of the increase in the FVD's in subsequent years. Therefore, the legislature has reset that mill rate required minimum contribution to 2.65 mills. The very last spreadsheet ("Mill Equivalent Change") expresses this best. The projected FY13 mill rate equivalents ranged from 2.7 - 3.7. This legislation will reset that to 2.65 for everyone.

FISCAL NOTE

	ΓΕ OF ALA LEGISLA	ASKA TIVE SESSIO	cost ≠ codes N	Bill Version Fiscal Note Nu	mber	CSSB182(FIN)								
	22010201	11,12 525510				Publish Date								
Identif Title	ier (file name	"An Act ame	-EED-ESS-4-10-1 nding the amount of	of state funding	provided	Dept. Affected Appropriation Allocation		K-12 Support	ment					
Spons	or		Senate Education			Allocation	Touridation Fi	ogram						
Reque			House Fina			OMB Compone	ent Number	141						
Expe	nditures/Re	evenues			(Tho	usands of Doll	ars)							
			n unless otherwise	noted below.	(1112		· - <i>j</i>							
			FY13 Appropriation Requested	Included in Governor's FY13 Request		Out-Yea	ar Cost Estir	mates						
	ATING EXP	ENDITURES	FY13	FY13	FY14	FY15	FY16	FY17	FY18					
Personal Services Travel Services Commodities Capital Outlay Grants, Benefits														
Miscel	laneous TOTAL OF	DEDATING	0.0	0.0	0.0	0.0	0.0	0.0	0.0					
		PERATING	0.0	0.0				0.0	0.0					
FUND 1002	SOURCE Federal Re	oointo		(Thousands of Dollars)										
1002 1003 1004 1005 1037	GF Match GF GF/Prgm (I GF/MH (UC	DGF)			0.0	0.0	0.0	0.0	0.0					
1178	temp code	(UGF)												
	TO	TAL	0.0	0.0	0.0	0.0	0.0	0.0	0.0					
POSIT	TIONS													
Full-tin														
Part-tii	_													
Tempo	orary													
CHAN	GE IN REVE	NUES												
(discus	ss reasons a ated CAPITA	nd fund source(s) AL (FY13) costs) operating costs in analysis section in analysis section	n) _		_	oplemental app		uired)					
Why t	his fiscal no	te differs from p	revious version (i	f initial version			o Education E	ormulo roqui	rod loool					
effort note e	component effect of \$21.	at 2.65 mills of F 3 million for FY2	full and True Valu 1013 and \$21.3 mi is presented here	e from the cur llion for FY201	rent provis 4 is reporte	ion of 4 mills o	f the Education	n Value. The	e fiscal					
Prepai Divisio	-	Elizabeth Nude					_	465-8679 4/10/12 12:00) AM					
Approv		Mike Hanley					_	4/10/2012						
	- ,	Commissioner												
(Revised	8/17/2011 OMB)						-	Page	1 of 4					

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FISCAL NOTE

STATE OF ALASKA 2012 LEGISLATIVE SESSION

BILL NO. CSSB182(FIN)

Analysis

The state cost for the two Foundation program items in House for CSSB182, 1) setting the required local mill rate to 2.65 mills for all city and borough school districts and 2) increasing the Career Technical Education/VOC ED facor in the formula from 1.01 to 1.015 is presented in a fiscal note for the Public Education Fund, as the funding is deposited to the fund not into the Foundation Program component.

The analysis and attached calculation is presented here for explanation.

CSSB182 provides two changes to the Public Education Formula. 1) The required local effort mill rate is set to a consistent 2.65 mills for city and borough school districts as explained below.

1)This bill amends the required local contribution for city and borough school districts in the Public School Funding Formula under AS 14.17.510 (c).

Since 2001, the required local effort for city and borough school districts has been calculated by applying the four mills to a reduced assessed value, thereby creating a lower "effective mill rate." Under current law the local effort is determined by including only 50% of the increase in assessed value since 1999 into the base for the mill rate calculation. For example, [(full and true assessed value at 1999 + (full and true assessed value increases after 1999 * 50%)) * (4 mill)]. Each year the reduction in local effort due to only including 50% of increased assessed value is paid for with state general fund. As assessed values continue to grow, the discount gets larger and the state pays more of the required local effort.

Because the growth of assessed value since 1999 has been different for each city and borough school district, the effective mill or Education mill rate paid for each city and borough school district is different.

Currently, based on Full and True Value, the lowest mill rate is 2.65 mills.

This legislation sets all city and borough mill rates at 2.65 mills of the Full and True Value and removes the provision for the 50% deduction of assessed value after 1999.

The cost to level all city and borough school districts to the same Full and True Value 2.65 mill rate is \$21.3 million. Under this application, all city and borough school districts will continue to pay the same 2.65 mills and the growth in assessed value will not further impact the state general fund or create separate effective rates between school districts.

Since the change in the determination of the local requirement in FY2002, the state has paid more than \$450 million, through 2012, in state aid to cover the difference in basic need under AS 14.17.410 (b) (1).

2) The legislation increases the Career and Technical Education/Voc Ed factor from 1.01 to 1.015 which sends an additional \$5.9 million dollars to school districts annually. In accordance with 14.17.420 (3) the law directs districts to spend these resources on secondary vocational and technical instruction.

The funding mechanism is a general fund transfer to the Public Education Fund.

(Revised 8/17/2011 OMB) Page 2 of 4

FY2013 and FY2014 Projected Required Local - Mill Equivalent

FY2013 and FY2014 Projected	a Required Locai - N A	ılıı ⊑quivalerit B	С	B - C	B - C
	<u></u>	<u>=</u>	<u> </u>		
	4 Mills of Actual and True Full	Current Required Local Effort Based on Discounted		FY2013	Increased State Aid FY2014 Forward Funding of PEF, Estimate Based
	Value	Education	* 2.65 Mill	Increased State	on FY2013
District	Assessment	Value	Required Local	Aid	Projection
Alaska Gateway		-	-	-	-
Aleutian Region		-	-	-	-
Aleutians East Borough	936,263	661,979	620,274	41,705	41,705
Anchorage	142,535,804	102,589,817	94,429,970	8,159,847	8,159,847
Annette Island Bering Strait	<u>-</u>				- :
Bristol Bay Borough	1,066,862	953,523	706,796	246,727	246,727
Chatham	- 1,000,002	-	-	-	-
Chugach	-	-	-	-	-
Copper River	-	-	-		-
Cordova	1,117,567	889,414	740,388	149,026	149,026
Craig	507,409	460,212	336,159	124,053	124,053
Delta/Greely Denali Borough	981,114	736,048	649,988	86,060	86,060
Dillingham	673,416	629,245	446,138	183,107	183,107
Fairbanks North Star Borough	38,618,976	28,737,831	25,585,072	3,152,759	3,152,759
Galena	119,897	95,915	79,432	16,483	16,483
Haines Borough	1,278,436	1,035,341	846,964	188,377	188,377
Hoonah	290,205	195,746	192,261	3,485	3,485
Hydaburg	60,042	46,467	39,778	6,689	6,689
Iditarod Area	-	-	-	-	-
Juneau Borough	17,976,873	13,976,029	11,909,678	2,066,351	2,066,351
Kake Kashunamiut	112,391	92,324	74,459	17,865	17,865
Kenai Peninsula Borough	33,354,567	24,779,109	22,097,401	2,681,708	2,681,708
Ketchikan Gateway Borough	6,370,866	5,357,581	4,220,699	1,136,882	1,136,882
Klawock	207,594	168,344	137,531	30,813	30,813
Kodiak Island Borough	5,513,028	4,629,984	3,652,381	977,603	977,603
Kuspuk	-	-	-	-	-
Lake & Peninsula Borough	580,725	428,845	384,730	44,115	44,115
Lower Kuskokwim	<u> </u>	-	<u> </u>		
Lower Yukon Mat-Su Borough	36,254,721	24,086,928	24,018,753	68,175	68,175
Nenana	112,191	92,248	74,326	17,922	17,922
Nome	1,307,759	1,037,732	866,390	171,342	171,342
North Slope Borough	,		ĺ	-	-
Northwest Arctic Borough	2,744,201	2,134,472	1,818,033	316,439	316,439
Pelican	57,155	53,158	37,865	15,293	15,293
Petersburg	1,399,399	1,187,397	927,102	260,295	260,295
Pribilof Saint Marys	51,309	34,656	33,992	664	664
Sitka Borough	4,609,850	3,576,461	3,054,025	522,436	522,436
Skagway	1,000,000	0,070,101	0,001,020	-	-
Southeast Island	-	-	-	-	-
Southwest Region	-	-	-		
Tanana	37,116	30,226	24,589	5,637	5,637
Unalaska	2,223,988	1,863,680	1,473,392	390,288	390,288
Valdez	770 500	601.057	E10 F00	170 007	170 007
Wrangell Yakutat	770,596 278,025	681,357 227,605	510,520 184,192	170,837 43,413	170,837 43,413
Yukon Flats	210,023	-	104,192		43,413
Yukon/Koyukuk		-		-	-
Yupiit		-	-	-	-
Mt. Edgecumbe		-	-	-	-
TOTAL	302,148,347	221,469,674		21,296,396	21,296,396

Annual Increase

	7 militar mereuse
Alaska Gateway	\$ 33,434
Aleutian Region	5,925
Aleutians East Borough	29,619
Anchorage	1,790,994
Annette Island	18,285
Bering Strait	178,342
Bristol Bay Borough	12,931
Chatham	15,949
Chugach	7,235
Copper River	32,125
Cordova	20,051
Craig	19,138
Delta Greely	43,803
Denali Borough	18,285
Dillingham	29,449
Fairbanks N. Star Borough	587,086
Galena	19,822
Haines Borough	17,943
Hoonah	9,228
Hydaburg	4,500
Iditarod Area	26,429
Juneau Borough	218,100
Kake	7,519
Kashunamiut	24,948
Kenai Peninsula Borough	418,541
Ketchikan Gateway Borough	102,471
Klawock	9,341
Kodiak Island Borough	132,717
Kuspuk	37,252
Lake and Peninsula Borough	46,478
Lower Kuskokwim	342,045
Lower Yukon	194,119
Mat-Su Borough	654,641
Nenana	14,012
Nome	44,429
North Slope Borough	134,766
Northwest Arctic Borough	175,437
Pelican	1,994
Petersburg	28,253
Pribilof	8,999
Saint Mary's	15,493
Sitka Borough	64,193
Skagway	4,671
Southeast Island	21,588
Southwest Region	62,029
Tanana	4,330
Unalaska	27,910
Valdez	34,518
Wrangell	17,772
Yakutat	8,373
Yukon Flats	37,479
Yukon Koyukuk	34,005
Yupiit	43,005
Mount Edgecumbe	19,254
Totals	\$ 5,911,255
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STATE OF ALASKA

Department of Education & Early Development Division of School Finance

TO: All Superintendents & Business Managers

FROM: Elizabeth Nudelman

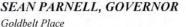
Director of School Finance & Facilities

DATE: April 24, 2012

SUBJECT: House CS for CSSB182 Section 3, Local Effort Mill Rates

House CS for CSSB182 is awaiting transmittal to the governor. In order to continue to provide information to school districts on the effects of this legislation the Department of Education & Early Development has updated the 5-pager for the FY2013 Projected Foundation with the proposed changes in House CS for CSSB182. The updated FY2013 projection incorporates the changes from this legislation for both the increased Career & Technical/Vocational Education factor and the Section 3 change to local mill rates. In addition to the five pages, Appendix A has been added to summarize changes to the local effort provision. In general, the mill rate change provides:

- The legislation shifts \$21.3 million dollars of education funding responsibility from the local government to the state.
- No school district receives less money under this provision; the change is a cost shift from local to state.
- Communities who are under their maximum cap of basic need plus 23% of basic need can contribute the savings to schools; this is a local choice.
- In current law, the 4.0 mills is applied to a discounted Education Value which means only 50% of assessed growth since 1999 is included in the mill rate calculation, this has created different effective mill rates across the state for those school districts where local effort is based on the mill rate calculation. This legislation sets the mill rate to 2.65 mills of the True and Full Value.
- Due to the cost shift from local to state, the local cap will be lowered; this information is provided on Appendix A in the attached "5-pager." This is a cost shift only and does not decrease a school districts overall funding of basic need plus 23% of basic need in the Public Education Formula. The state is increasing payment to school districts for the amount of decreased local cap. School districts should review Appendix A and review the maximum local effort. Please contact me for further clarification or discussion related to your school district.



Goldbelt Place PO Box 110500 801 West 10th Street, Suite 200 Juneau, Alaska 99811-0500 (907) 465-8679 (907) 463-5279 Fax Elizabeth Nudelman@alaska.gov

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• The current minimum required local effort in the Public Education Formula is 4.0 mills or 45% of basic need whichever less is. The 45% of basic need limit prevents a community from paying for all of their education with local effort, if the mill rate calculation were to cover all of the cost. Currently there are three school districts where the contribution is based on 45% of basic need, they are North Slope, Skagway, and Valdez and their local contribution does not change under this legislation. In addition, the Section 3 mill rate change does not effect Regional Educational Attendance Areas (REAA) school districts in Alaska.

The department will continue to provide support as school districts review FY2013 proposed budgets and submit July 15 budgets to school finance. At any time now, in July, or when the October count is completed the department is available to answer questions. While it is important for school districts to have as close an estimate as possible for FY2013 revenues, any overages for local effort identified after the count period can be revised at that time or later in the year.

Along with this memo and the 5-pager with Appendix A we are also resending the schedules you received on April 16 and 17 outlining proposed, awaiting transmittal, increased funding by school district for all components of House CS for CSSB182 and the \$25 million SB160 funding. If you have further questions, please do not hesitate to contact me at (907) 465-8679 or elizabeth.nudelman@alaska.gov.

Enclosures:

5-Pager with Appendix A, FY2013 Projected Foundation Report. (April 24, 2012)

Two page schedule: FY2013 Projected Funding - \$25M grant; CTE increase; Pupil Transporation. (April 16, 2012)

School District	\$5,680 Basic Need	SB182 Required Local Effort	Eligible Federal Impact AID	Impact AID Percent	Deductible Impact AID 90.0%	State AID	FY2013 PROJ Adjusted Floor	Quality Schools	FY13 PROJECTED Total State Entitlement
Alaska Gateway	7,803,070	0	303,394	100.00%	273,055	7,530,015	0	21,980	
Aleutian Region	1,416,706	0	47,400	100.00%	42,660	1,374,046	0	3,991	1,378,037
Aleutians East	6,063,911	620,274	826,628	44.31%	329,651	5,113,986	0	17,081	5,131,067
Anchorage	421,553,242	94,429,970	20,378,778	46.78%	8,579,873	318,543,399	0	1,187,474	319,730,873
Annette Island	3,844,906	0	1,790,190	100.00%	1,611,171	2,233,735	0	10,831	2,244,566
Bering Strait	37,578,823	0	9,953,065	100.00%	8,957,759	28,621,064	0	105,856	28,726,920
Bristol Bay	2,700,670	706,796	167,472	53.74%	81,000	1,912,874	0	7,608	1,920,482
Chatham	3,455,314	0	202,530	100.00%	182,277	3,273,037	0	9,733	3,282,770
Chugach	2,345,045	0	59,166	100.00%	53,249	2,291,796	95,451	6,606	2,393,853
Copper River	7,216,383	0	284,327	100.00%	255,894	6,960,489	0	20,328	6,980,817
Cordova	4,355,765	740,388	16,197	40.80%	5,948	3,609,429	0	12,270	3,621,699
Craig	5,710,558	336,159	523,000	43.03%	202,542	5,171,857	0	16,086	5,187,943
Delta/Greely	10,548,726	0	356,671	100.00%	321,004	10,227,722	0	29,715	10,257,437
Denali	6,263,109	649,988	9,152	31.25%	2,574	5,610,547	0	17,643	5,628,190
Dillingham	6,806,628	446,138	585,048	33.07%	174,128	6,186,362	0	19,174	
Fairbanks	150,497,450	25,585,072	13,441,263	53.62%	6,486,485	118,425,893	0	423,936	118,849,829
Galena	19,458,828	79,432	114,956	3.35%	3,466	19,375,930	0	54,814	19,430,744
Haines	4,173,323	846,964	0	48.49%	0	3,326,359	0	11,756	3,338,115
Hoonah	2,228,094	192,261	116,564	36.06%	37,830	1,998,003	0	6,276	2,004,279
Hydaburg	1,135,489	39,778	231,692	19.26%	40,161	1,055,550	0	3,199	1,058,749
Iditarod Area	6,005,180	0	279,827	100.00%	251,844	5,753,336	0	16,916	5,770,252
Juneau	51,850,902	11,909,678	0	46.76%	0	39,941,224	0	146,059	40,087,283
Kake	1,590,741	74,459	176,380	20.70%	32,860	1,483,422	0	4,481	1,487,903
Kashunamiut	5,424,286	0	1,861,333	100.00%	1,675,200	3,749,086	0	15,280	3,764,366
Kenai Peninsula	97,958,132	22,097,401	0	49.85%	0	75,860,731	0	275,938	76,136,669
Ketchikan Gateway	23,122,769	4,220,699	0	48.40%	0	18,902,070	0	65,135	18,967,205
Klawock	2,260,242	137,531	652,757	36.75%	215,899	1,906,812	0	6,367	1,913,179
Kodiak Island	29,286,989	3,652,381	1,919,431	35.26%	609,112	25,025,496	0	82,499	25,107,995
Kuspuk	7,686,744	0	1,338,775	100.00%	1,204,898	6,481,846	0	21,653	6,503,499
Lake & Peninsula	9,781,414	384,730	1,786,068	29.72%	477,737	8,918,947	0	27,553	8,946,500
Lower Kuskokwim	72,783,122	0	16,422,151	100.00%	14,779,936	58,003,186	0	205,023	58,208,209
Lower Yukon	40,619,554	0	12,305,107	100.00%	11,074,596	29,544,958	0	114,421	29,659,379
Mat-Su	161,486,035	24,018,753	0	49.68%	0	137,467,282	0	454,890	137,922,172
Nenana	6,295,996	74,326	0	64.03%	0	6,221,670	0	17,735	
Nome	9,485,827	866,390	44,300	44.34%	17,678	8,601,759	0	26,721	8,628,480
North Slope	27,940,090	12,164,847	4,545,891	36.02%	1,473,687	14,301,556	0	78,704	14,380,260
Northwest Arctic	37,368,606	1,818,033	4,820,110	26.16%	1,134,847	34,415,726	0	105,264	34,520,990
Pelican	404,643	37,865	0	71.23%	0	366,778	85,133	1,140	
Petersburg	6,830,030	927,102	0	49.41%	0	5,902,928	0	19,240	
Pribilof	1,818,111	0	626,378	100.00%	563,740	1,254,371	0	5,121	1,259,492
Saint Mary's	3,208,916	33,992	0	41.81%	0	3,174,924	0	9,039	3,183,963
Sitka	15,642,095	3,054,025	17,047	60.39%	9,265	12,578,805	0	44,062	12,622,867
Skagway	945,777	439,172	0	34.99%	0	506,605	0	2,664	
Southeast Island	4,739,108	0	2,563	100.00%	2,307	4,736,801	0	13,350	
Southwest Region	13,073,372	0	3,838,862	100.00%	3,454,976	9,618,396	0	36,826	
Tanana	1,025,808	24,589	75,440	79.13%	53,726	947,493	0	2,890	
Unalaska	5,935,941	1,473,392	19,533	47.45%	8,342	4,454,207	0	16,721	4,470,928
Valdez	7,948,251	3,428,798	7,625	41.87%	2,873	4,516,580	0	22,389	
Wrangell	4,720,478	510,520	1,407	32.67%	414	4,209,544	0	13,297	4,222,841
Yakutat	1,700,592	184,192	131,577	36.20%	42,868	1,473,532	0	4,790	1,478,322
Yukon Flats	7,968,642	0	827,849	100.00%	745,064	7,223,578	0	22,447	7,246,025
Yukon/Koyukuk	11,858,534	0	992,005	100.00%	892,805	10,965,729	0	33,404	10,999,133
Yupiit	9,139,006	0	2,908,280	100.00%	2,617,452	6,521,554	0	25,744	
Mt. Edgecumbe	3,898,809	0	1,007,473	100.00%	906,726	2,992,083	0	10,983	3,003,066
TOTALS:	1,396,960,782	216,206,095	106,015,662		69,889,579	1,110,865,108	180 584	3,935,103	26,027,300 1,141,008,095

School Distr	PROJ FY13 ADM	PROJ FY13 Corresp. ADM	FY13 PROJ Total ADM	Before School Size Adjust HH	Projected School Size ADM; HH included where eligb.	100% ISER District Cost Factor	Cost Factor	Special Needs Factor 1.20	1.015	SPED Intsv.	Adjust for SPED Intsv *13.00	Students + Intensive Special Education	District Corresp. 80%	District Adjusted ADM
Alaska Gatew	343.00	48.00	391.00	614.16	614.16	1.594	978.97	1174.76	1192.38	11	143	1335.38	38.40	1373.78
Aleutian Reg	30.00	0.00	30.00	79.20	89.10	1.939	172.76	207.31	210.42	3	39	249.42	0.00	249.42
Aleutians Eas	228.00	0.00	228.00	403.82	434.87	1.991	865.83	1039.00	1054.59	1	13	1067.59	0.00	1067.59
Anchorage	47682.00	863.00	48545.00	52404.53	52404.53	1.000	52404.53	62885.44	63828.72	746	9698	73526.72	690.40	74217.12
Annette Islan	252.40	0.00	252.40	375.75	399.42	1.338	534.42	641.30	650.92	2	26	676.92	0.00	676.92
Bering Strait	1620.00	0.00	1620.00	2611.80	2611.80	1.998	5218.38	6262.06	6355.99	20	260	6615.99	0.00	6615.99
Bristol Bay	145.00	0.00	145.00	237.15	256.90	1.478	379.70	455.64	462.47	1	13	475.47	0.00	475.47
Chatham	156.00	0.00	156.00	296.59	296.59	1.576	467.43	560.92	569.33	3	39	608.33	0.00	608.33
Chugach	63.00	195.00	258.00	140.96	140.96	1.496	210.88	253.06	256.86	0	0	256.86	156.00	412.86
Copper River	430.75	58.25	489.00	682.15	714.89	1.316	940.80	1128.96	1145.89	6	78	1223.89	46.60	1270.49
Cordova	323.00	0.00	323.00	461.04	475.62	1.234	586.92	704.30	714.86	4	52	766.86	0.00	766.86
Craig	326.00	323.00	649.00	464.28	464.28	1.206	559.92	671.90	681.98	5	65	746.98	258.40	1005.38
Delta/Greely	791.00	126.00	917.00	1032.97	1032.97	1.241	1281.92	1538.30	1561.37	15	195	1756.37	100.80	1857.17
Denali	225.00	500.00	725.00	373.29	401.05	1.332	534.20	641.04	650.66	4	52	702.66	400.00	1102.66
Dillingham	450.00	8.00	458.00	598.20	639.83	1.346	861.21	1033.45	1048.95	11	143	1191.95	6.40	1198.35
Fairbanks	14091.00	273.00	14364.00	16053.30	16053.30	1.070	17177.03	20612.44	20921.63	412	5356	26277.63	218.40	26496.03
Galena	304.00	3400.00	3704.00	416.62	416.62	1.391	579.52	695.42	705.85	0	0	705.85	2720.00	3425.85
Haines	283.00	5.00	288.00	437.70	437.70	1.200	525.24	630.29	639.74	7	91	730.74	4.00	734.74
Hoonah	114.00	0.00	114.00	192.06	192.06	1.399	268.69	322.43	327.27	5	65	392.27	0.00	392.27
Hydaburg	47.00	0.00	47.00	81.13	87.84	1.504	132.11	158.53	160.91	3	39	199.91	0.00	199.91
Iditarod Area	203.00	130.00	333.00	418.18	418.18	1.846	771.96	926.35	940.25	1	13	953.25	104.00	1057.25
Juneau	4908.00	70.00	4978.00	5573.37	5573.37	1.145	6381.51	7657.81	7772.68	100	1300	9072.68	56.00	9128.68
Kake	96.60	0.00	96.60	150.28	150.28	1.459	219.26	263.11	267.06	1	13	280.06	0.00	280.06
Kashunamiut	315.63	0.00	315.63	451.32	451.32	1.619	730.69	876.83	889.98	5	65	954.98	0.00	954.98
Kenai Penins	8093.00	833.00	8926.00	10457.81	10457.81	1.171	12246.10	14695.32	14915.75	128	1664	16579.75	666.40	17246.15
Ketchikan Ga	2043.00	83.00	2126.00	2563.76	2563.76	1.170	2999.60	3599.52	3653.51	27	351	4004.51	66.40	4070.91
Klawock	126.00	0.00	126.00	209.94	209.94	1.302	273.34	328.01	332.93	5	65	397.93	0.00	397.93
Kodiak Island	2401.00	111.00	2512.00	3012.33	3012.33	1.289	3882.89	4659.47	4729.36	26	338	5067.36	88.80	5156.16
Kuspuk	339.00	0.00	339.00	628.45	628.45	1.734	1089.73	1307.68	1327.30	2	26	1353.30	0.00	1353.30
Lake & Penir	310.25	15.00	325.25	660.18	682.71	1.994	1361.32	1633.58	1658.08	4	52	1710.08	12.00	1722.08
Lower Kusko	3972.00	0.00	3972.00	6018.13	6018.13	1.663	10008.15	12009.78	12189.93	48	624	12813.93	0.00	12813.93
Lower Yukor	2022.20	0.00	2022.20	3051.72	3051.72	1.861	5679.25	6815.10	6917.33	18	234	7151.33	0.00	7151.33
Mat-Su	15563.00	1662.00	17225.00	17902.07	17902.07	1.070	19155.21	22986.25	23331.04	290	3770	27101.04	1329.60	28430.64
Nenana	201.00	730.00	931.00	305.85	305.85	1.338	409.23	491.08	498.45	2	26	524.45	584.00	1108.45
Nome	715.00	12.00	727.00	896.01	896.01	1.450	1299.21	1559.05	1582.44	6	78	1660.44	9.60	1670.04
North Slope	1577.00	0.00	1577.00	2201.31	2201.31	1.791	3942.55	4731.06	4802.03	9	117	4919.03	0.00	4919.03
Northwest Aı	1921.00	0.00	1921.00	2816.58	2816.58	1.823	5134.63	6161.56	6253.98	25	325	6578.98	0.00	6578.98
Pelican	11.00	0.00	11.00	39.60	39.60	1.477	58.49	70.19	71.24	0	0	71.24	0.00	71.24
Petersburg	435.00	0.00	435.00	628.22	664.91	1.244	827.15	992.58	1007.47	15	195	1202.47	0.00	1202.47
Pribilof	81.00	0.00	81.00	130.47	155.41	1.691	262.80	315.36	320.09	0	0	320.09	0.00	320.09
Saint Mary's	175.00	0.00	175.00	277.45	279.04	1.624	453.16	543.79	551.95	1	13	564.95	0.00	564.95
Sitka	1280.00	30.00	1310.00	1571.88	1571.88	1.195	1878.40	2254.08	2287.89	34	442	2729.89	24.00	2753.89
Skagway	63.00	0.00	63.00	104.97	116.45	1.174	136.71	164.05	166.51	0	0	166.51	0.00	166.51
Southeast Isla	163.85	1.00	164.85	439.90	449.74	1.403	630.99	757.19	768.55	5	65	833.55	0.80	834.35
Southwest Re	634.55	0.00	634.55	1077.14	1077.14	1.685	1814.98	2177.98	2210.65	7	91	2301.65	0.00	2301.65
Tanana	35.00	0.00	35.00	63.25	71.07	1.786	126.93	152.32	154.60	2	26	180.60	0.00	180.60
Unalaska	420.00	0.00	420.00	565.80	565.80	1.441	815.32	978.38	993.06	4	52	1045.06	0.00	1045.06
Valdez	665.00	0.00	665.00	863.36	863.36	1.170	1010.13	1212.16	1230.34	13	169	1399.34	0.00	1399.34
Wrangell	312.00	100.00	412.00	449.16	449.16	1.159	520.58	624.70	634.07	9	117	751.07	80.00	831.07
Yakutat	94.00	0.00	94.00	146.98	174.09	1.412	245.82	294.98	299.40	0	0	299.40	0.00	299.40
Yukon Flats	263.00	3.00	266.00	505.27	518.19	2.116	1096.49	1315.79	1335.53	5	65	1400.53	2.40	1402.93
Yukon/Koyul	267.00	980.00	1247.00	521.89	542.62	1.835	995.71	1194.85	1212.77	7	91	1303.77	784.00	2087.77
Yupiit	452.00	0.00	452.00	729.52	729.52	1.723	1256.96	1508.35	1530.98	6	78	1608.98	0.00	1608.98
Mt. Edgecum	400.00	0.00	400.00	471.60	471.60	1.195	563.56	676.27	686.41	0	0	686.41	0.00	686.41
Mr. Lageculli	-100.00	0.00	700.00	7/1.00	7/1.00	1.173	303.30	070.27	000.71	0	0	000.71	0.00	000.71

TOTALS: 118,462.23 10,559.25 129,021.48 143,860.45 144,243.89 0.000 172,959.27 207,551.13 210,664.40 2,064 26,832 237,496.40 8,447.40 245,943.80 G:\SF District Support\DistSup\Si3Foundation\Projection\(6Pager_FY13_Foundation\Proj_SB182_4-23-12.x\lsm|\Report\)

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School District	2011 Full Values	Projected FY12 PY Basic Need	.00265 x 2011 Full & True Value	45% of PY Basic Need	Local Effort [Lesser of .00265 or 45%]
Alaska Gateway	-	7,378,774	-	0	
Aleutian Region	-	1,474,869	-	0	
Aleutians East	234,065,800	6,424,364	620,274	2,890,964	620,274
Anchorage	35,633,951,010	418,820,878	94,429,970	188,469,395	94,429,970
Annette Island	-	3,787,254	-	0	-
Bering Strait	-	36,847,864	-	0	-
Bristol Bay	266,715,600	2,875,614	706,796	1,294,026	706,796
Chatham	-	2,984,783	-	0	-
Chugach	-	2,345,272	-	0	-
Copper River	-	7,116,586	-	0	-
Cordova	279,391,860	4,270,792	740,388	1,921,856	740,388
Craig	126,852,300	5,563,049	336,159	2,503,372	336,159
Delta/Greely	-	10,642,502	- -	0	-
Denali	245,278,600	5,965,988	649,988	2,684,695	649,988
Dillingham	168,354,000	6,771,071	446,138	3,046,982	446,138
Fairbanks	9,654,743,990	147,422,639	25,585,072	66,340,188	25,585,072
Galena	29,974,200	19,496,714	79,432	8,773,521	79,432
Haines	319,608,900	4,166,791	846,964	1,875,056	846,964
Hoonah	72,551,200	2,102,111	192,261	945,950	192,261
Hydaburg	15,010,600	1,134,466	39,778	510,510	39,778
Iditarod Area		5,816,604		0	
Juneau	4,494,218,300	53,480,551	11,909,678	24,066,248	11,909,678
Kake	28,097,800	1,460,896	74,459	657,403	74,459
Kashunamiut	-	5,342,608		0	, ,, ,, ,
Kenai Peninsula	8,338,641,710	96,916,704	22,097,401	43,612,517	22,097,401
Ketchikan Gatew	1,592,716,600	22,736,302	4,220,699	10,231,336	4,220,699
Klawock	51,898,400	2,286,370	137,531	1,028,867	137,531
Kodiak Island	1,378,257,100	29,361,908	3,652,381	13,212,859	3,652,381
Kuspuk	-	7,543,097	5,032,301	0	3,032,301
Lake & Peninsula	145,181,300	9,623,681	384,730	4,330,656	384,730
Lower Kuskokwi	-	72,095,558	301,730	0	301,730
Lower Yukon	_	38,704,826	_	0	
Mat-Su	9,063,680,270	160,903,040	24,018,753	72,406,368	24,018,753
Nenana	28,047,700	7,123,742	74,326	3,205,684	74,326
Nome	326,939,700	9,262,206	866,390	4,167,993	866,390
North Slope	17,039,853,140	27,032,994	45,155,611	12,164,847	12,164,847
Northwest Arctic	686,050,200	33,469,457	1,818,033	15,061,256	1,818,033
Pelican	14,288,700	396,918	37,865	178,613	37,865
Petersburg	349.849.700	6,791,803	927,102	3,056,311	927,102
Pribilof	-	1,942,049	-	0	727,102
Saint Mary's	12,827,200	3,250,721	33,992	1,462,824	33,992
Sitka	1,152,462,400	15,218,254	3,054,025	6,848,214	3,054,025
Skagway	345,981,800	975,938	916,852	439,172	439,172
Southeast Island	545,761,666	4,521,734	710,032	0	437,172
Southwest Region		12,601,250		0	
Tanana	9,279,000	1,028,250	24,589	462,713	24,589
Unalaska	555,997,100	5,618,202	1,473,392	2,528,191	1,473,392
Valdez	2,301,299,020	7,619,550	6,098,442	3,428,798	3,428,798
Wrangell	192,649,100	4,555,587	510,520	2,050,014	510,520
Yakutat			184,192		
	69,506,300	1,723,312 7,837,321	104,192	775,490	184,192
Yukon/Kovukuk	-		-	0	
Yukon/Koyukuk	<u>-</u>	12,224,950		0	
Yupiit Mt. Edgecumbe		9,048,126		0	
wit. Eugecumbe	-	3,808,270	-	0	-
TOTALS:	95,224,220,600	1,379,915,160	252,344,183	506,632,889	216,206,095
CACE District Comment Dist	C\C12EI-+'\D'+'	MCD EXTLD E 1.1	Proj. SB182 4-23-12 xlsmlR		

Caba al Disease	Local Effort	FY2013 PROJECTED Basic Need	.002 Mills of Current F/V	23% of Basic Need	Additional Local Contribution [Greater of .002 or 23%]	Maximum Local Contribution
School District Alaska Gateway	Local Ellort	7,803,070	Current F/V	Need	01 25%]	Contribution
Aleutian Region	<u> </u>	1,416,706				
Aleutian Region Aleutians East	620,274	6,063,911	468,132	1,394,700	1,394,700	2,014,974
Anchorage	94,429,970	421,553,242	71,267,902	96,957,246	96,957,246	191,387,216
Annette Island		3,844,906	-	-	-	-
Bering Strait	_	37,578,823	_		_	_
Bristol Bay	706,796	2,700,670	533,431	621,154	621,154	1,327,950
Chatham	-	3,455,314	-	-	-	
Chugach	-	2,345,045	_	-	_	-
Copper River	-	7,216,383	-	-	-	-
Cordova	740,388	4,355,765	558,784	1,001,826	1,001,826	1,742,214
Craig	336,159	5,710,558	253,705	1,313,428	1,313,428	1,649,587
Delta/Greely	-	10,548,726	-	-	-	-
Denali	649,988	6,263,109	490,557	1,440,515	1,440,515	2,090,503
Dillingham	446,138	6,806,628	336,708	1,565,524	1,565,524	2,011,662
Fairbanks	25,585,072	150,497,450	19,309,488	34,614,414	34,614,414	60,199,486
Galena	79,432	19,458,828	59,948	4,475,530	4,475,530	4,554,962
Haines	846,964	4,173,323	639,218	959,864	959,864	1,806,828
Hoonah	192,261	2,228,094	145,102	512,462	512,462	704,723
Hydaburg	39,778	1,135,489	30,021	261,162	261,162	300,940
Iditarod Area	- 11 000 670	6,005,180		-	-	-
Juneau	11,909,678	51,850,902	8,988,437	11,925,707	11,925,707	23,835,385
Kake	74,459	1,590,741	56,196	365,870	365,870	440,329
Kashunamiut Kenai Peninsula	22 007 401	5,424,286	16 677 292	22 520 270	22 520 270	44 627 771
Ketchikan Gateway	22,097,401 4,220,699	97,958,132 23,122,769	16,677,283 3,185,433	22,530,370	22,530,370	44,627,771
Klawock	137,531	2,260,242	103,797	5,318,237 519,856	5,318,237 519,856	9,538,936
Kodiak Island	3,652,381	29,286,989	2,756,514	6,736,007	6,736,007	10,388,388
Kuspuk	3,032,381	7,686,744	2,730,314	-	-	10,366,366
Lake & Peninsula	384,730	9,781,414	290,363	2,249,725	2,249,725	2,634,455
Lower Kuskokwim	304,730	72,783,122	270,303	2,247,725	2,247,723	2,034,433
Lower Yukon	_	40,619,554	_	_	_	_
Mat-Su	24,018,753	161,486,035	18,127,361	37,141,788	37,141,788	61,160,541
Nenana	74,326	6,295,996	56,095	1,448,079	1,448,079	1,522,405
Nome	866,390	9,485,827	653,879	2,181,740	2,181,740	3,048,130
North Slope	12,164,847	27,940,090	34,079,706	6,426,221	34,079,706	46,244,553
Northwest Arctic	1,818,033	37,368,606	1,372,100	8,594,779	8,594,779	10,412,812
Pelican	37,865	404,643	28,577	93,068	93,068	130,933
Petersburg	927,102	6,830,030	699,699	1,570,907	1,570,907	2,498,009
Pribilof	-	1,818,111	-	-	-	-
Saint Mary's	33,992	3,208,916	25,654	738,051	738,051	772,043
Sitka	3,054,025	15,642,095	2,304,925	3,597,682	3,597,682	6,651,707
Skagway	439,172	945,777	691,964	217,529	691,964	1,131,136
Southeast Island	-	4,739,108	-	-	-	-
Southwest Region	-	13,073,372	-	-	-	-
Tanana	24,589	1,025,808	18,558	235,936	235,936	260,525
Unalaska	1,473,392	5,935,941	1,111,994	1,365,266	1,365,266	2,838,658
Valdez	3,428,798	7,948,251	4,602,598	1,828,098	4,602,598	8,031,396
Wrangell	510,520	4,720,478	385,298	1,085,710	1,085,710	1,596,230
Yakutat	184,192	1,700,592	139,013	391,136	391,136	575,328
Yukon Flats	-	7,968,642	-	-	-	-
Yukon/Koyukuk	-	11,858,534	_		-	-
Yupiit	-	9,139,006	_	-	_	-
Mt. Edgecumbe	-	3,898,809	-	-	-	-
TOTALS: G:\SF District Support\DistSup\\$1:		1,396,960,782	190,448,440 oj_SB182_4-23-12.xlsm	261,679,587	292,582,007	508,788,102

	FY'12 Projected Remaining Floor	% Decrease	Amt. To	2012 Projected PY	FY2013 PROJECTED	40% of	FY13 PROJECTED	FY13 PROJECTED
School District		to FY13 Floor		Basic Need	Basic Need	Difference	Adjustment	FLOOR
Alaska Gateway	-	0%	-	7,378,774	7,803,070	-	-	-
Aleutian Region	-	0%	-	1,474,869	1,416,706	-	-	-
Aleutians East		0% 0%	-	6,424,364	6,063,911	-	-	
Anchorage	-		-	418,820,878	421,553,242	-		-
Annette Island	-	0%	-	3,787,254	3,844,906	-	-	-
Bering Strait	-	0%	-	36,847,864	37,578,823	-	-	-
Bristol Bay	-	0%	-	2,875,614	2,700,670	-	-	-
Chatham	-	0%	-	2,984,783	3,455,314	-	-	-
Chugach	95,451	0%	-	2,345,272	2,345,045	-	-	95,451
Copper River	-	0%	-	7,116,586	7,216,383	-	-	-
Cordova	-	0%		4,270,792	4,355,765	-	-	-
Craig	-	0%	-	5,563,049	5,710,558	-	-	-
Delta/Greely	-	0%	-	10,642,502	10,548,726	-	-	-
Denali	-	0%	-	5,965,988	6,263,109	-	-	-
Dillingham	-	0%	-	6,771,071	6,806,628	-	-	-
Fairbanks	-	0%	-	147,422,639	150,497,450	-	-	-
Galena	-	0%	-	19,496,714	19,458,828	-	-	-
Haines	-	0%	-	4,166,791	4,173,323	-	-	-
Hoonah	-	0%	-	2,102,111	2,228,094	-	-	-
Hydaburg	-	0%	-	1,134,466	1,135,489	-	-	-
Iditarod Area	-	0%	-	5,816,604	6,005,180	-	-	-
Juneau	-	0%	-	53,480,551	51,850,902	-	-	-
Kake	-	0%	-	1,460,896	1,590,741	-	-	-
Kashunamiut	-	0%	-	5,342,608	5,424,286	-	-	-
Kenai Peninsula	-	0%	-	96,916,704	97,958,132	-	-	-
Ketchikan Gateway	-	0%	-	22,736,302	23,122,769	-	-	-
Klawock	-	0%	-	2,286,370	2,260,242	-	-	-
Kodiak Island	_	0%	_	29,361,908	29,286,989	-	_	_
Kuspuk	_	0%	_	7,543,097	7,686,744	_	_	_
Lake & Peninsula	_	0%	_	9,623,681	9,781,414	_	_	_
Lower Kuskokwim	_	0%		72,095,558	72,783,122	_	_	_
Lower Yukon	_	0%		38,704,826	40,619,554	_		_
Mat-Su	_	0%		160,903,040	161,486,035			_
Nenana	_	0%		7,123,742	6,295,996	_	_	_
Nome	_	0%	_	9,262,206	9,485,827	_	_	_
North Slope		0%		27,032,994	27,940,090			
Northwest Arctic		0%		33,469,457	37,368,606			
Pelican	88.223	0%		396,918	404,643	3,090	3,090	85,133
Petersburg	, -	0%		6,791,803	6,830,030			
Pribilof	-	0%	-	1,942,049	1,818,111	-		
	-		-			-	-	_
Saint Mary's	-	0%	-	3,250,721	3,208,916	-	-	-
Sitka	-	0%	-	15,218,254	15,642,095	-	-	-
Skagway	-	0%	-	975,938	945,777	-	-	-
Southeast Island	-	0%	-	4,521,734	4,739,108	-	-	-
Southwest Region		0%	-	12,601,250	13,073,372	-		
Tanana	-	0%	-	1,028,250	1,025,808	-	-	-
Unalaska	-	0%	-	5,618,202	5,935,941	-	-	-
Valdez	-	0%	-	7,619,550	7,948,251	-	-	-
Wrangell	-	0%	-	4,555,587	4,720,478	-	-	-
Yakutat	-	0%	-	1,723,312	1,700,592	-	-	-
Yukon Flats	-	0%	-	7,837,321	7,968,642	-	-	-
Yukon/Koyukuk	-	0%	-	12,224,950	11,858,534	-	-	-
Yupiit	-	0%	-	9,048,126	9,139,006	-	-	-
Mt. Edgecumbe	-	0%	-	3,808,270	3,898,809	-	_	-
TOTALS:	183,674		-	1,379,915,160	1,396,960,782	1,522,649	3,090	180,584

			Appen				
INFORMATION BASED ON PROJECTIONS, ACTUALS MAY CHANGE DATA School District	Projected Old FY13 Minimum Required Local Effort	Projected Old FY13 <u>Maximum</u> (Minimum plus Additional Allowable) Local Contribution	Projected New CSSB182 FY13 Minimum Required Local Effort	Projected New CSSB182 FY13 <u>Maximum</u> (Minimum plus Additional Allowable) Local Contribution	<u>FY12</u> Budgeted Local Contribution	Difference - FY12 Budgeted Local Contribution less New CSSB182 FY13 PROJECTED maximum	FY13 Increased State Aid based on 2.65 Mill Required Local Change in CSSB182
Alaska Gateway	-	-	-	-	-	-	-
Aleutian Region	-	-	-	-	-	-	-
Aleutians East	661,979	2,049,885	620,274	2,014,974	1,379,725	(635,249)	41,705
Anchorage	102,589,817	199,136,291	94,429,970	191,387,216	196,307,312	4,920,096	8,159,847
Annette Island Bering Strait	-	-	-	-	-	<u>-</u>	-
Bristol Bay	953,523	1,571,711	706,796	1,327,950	1,298,276	(29,674)	246,727
Chatham	-	-	-	-	-	(22,074)	-
Chugach	_	-	-	_	-	_	_
Copper River	-	-	-	_	-	_	-
Cordova	889,414	1,886,641	740,388	1,742,214	1,799,862	57,648	149,026
Craig	460,212	1,769,251	336,159	1,649,587	672,575	(977,012)	124,053
Delta/Greely	-	-	-	-		-	-
Denali	736,048	2,172,369	649,988	2,090,503	2,069,720	(20,783)	86,060
Dillingham	629,245	2,188,015	446,138	2,011,662	1,200,000	(811,662)	183,107
Fairbanks	28,737,831	63,217,594	25,585,072	60,199,486	47,359,300	(12,840,186)	3,152,759
Galena	95,915	4,566,899	79,432	4,554,962	2,058,928	(2,496,034)	16,483
Haines	1,035,341	1,991,090	846,964	1,806,828	1,744,865	(61,963)	188,377
Hoonah	195,746	706,091	192,261	704,723	515,167	(189,556)	3,485
Hydaburg	46,467	306,597	39,778	300,940	188,065	(112,875)	6,689
Iditarod Area	-	-	-	-	-	-	-
Juneau	13,976,029	25,851,714	11,909,678	23,835,385	25,441,625	1,606,240	2,066,351
Kake	92,324	456,470	74,459	440,329	110,000	(330,329)	17,865
Kashunamiut	-	-	-	-	-	-	-
Kenai Peninsula	24,779,109	47,213,485	22,097,401	44,627,771	43,251,135	(1,376,636)	2,681,708
Ketchikan Gateway	5,357,581	10,652,316	4,220,699	9,538,936	8,650,000	(888,936)	1,136,882
Klawock	168,344	686,057	137,531	657,387	348,730	(308,657)	30,813
Kodiak Island	4,629,984	11,335,552	3,652,381	10,388,388	10,250,350	(138,038)	977,603
Kuspuk	-	-	-	-	-	-	-
Lake & Peninsula	428,845	2,667,910	384,730	2,634,455	1,028,792	(1,605,663)	44,115
Lower Kuskokwim	-	-		-		-	-
Lower Yukon	-	-	-	-	-	-	-
Mat-Su	24,086,928	61,078,572	24,018,753	61,160,541	48,347,365	(12,813,176)	68,175
Nenana	92,248	1,537,113	74,326	1,522,405	95,878	(1,426,527)	17,922
Nome	1,037,732	3,209,282	866,390	3,048,130	1,763,747	(1,284,383)	171,342
North Slope	12,164,847	46,244,553	12,164,847	46,244,553	33,375,626	(12,868,927)	216 420
Northwest Arctic Pelican	2,134,472 53,158	10,689,014 145,769	1,818,033 37,865	10,412,812	4,000,000 51,841	(6,412,812)	316,439 15,293
Petersburg			927,102		1,818,000	(680,009)	
Pribilof	1,187,397	2,751,824	927,102	2,498,009	1,010,000	(080,009)	260,295
Saint Mary's	34,656	769,153	33,992	772,043	34,900	(737,143)	664
Sitka	34,636	7,159,420	3,054,025	6,651,707	5,026,975	(1,624,732)	522,436
Skagway	439,172	1,131,136	439,172	1,131,136	1,131,136	(1,024,732)	322,430
Southeast Island	-	1,131,130	437,172	1,131,130	1,131,130	-	
Southwest Region		-	-	-	-		
Tanana	30,226	265,169	24,589	260,525	31,075	(229,450)	5,637
Unalaska	1,863,680	3,222,545	1,473,392	2,838,658	3,054,589	215,931	390,288
Valdez	3,428,798	8,031,396	3,428,798	8,031,396	8,031,396	-	-
Wrangell	681,357	1,762,991	510,520	1,596,230	1,545,287	(50,943)	170,837
Yakutat	227,605	616,821	184,192	575,328	441,000	(134,328)	43,413
Yukon Flats	-	-	,2	-	-	-	-
Yukon/Koyukuk	-	-	-	-	-	-	-
Yupiit	-	-	-	-	-	-	-
Mt. Edgecumbe	-	-	-	-	-	-	-
TOTALS:	237,502,491	529,040,696	216,206,095	508,788,102	454,423,242	(54,364,860)	21,296,396

FY2013 Projected Funding - \$25M Grant; CTE increase; Pupil Transportation Prepared by School Finance 4/16/2012

School District	FY2013 \$25 million by AADM One-Time Funding	CTE Career & Technical Education/ Voc Ed Increase Factor From 1.01 to 1.015 Formula Increase	Increase to Pupil Transportation In FY2012	Increase to Pupil Transportation In FY2013	TOTAL
Alaska Gateway	\$ 139,636	\$ 33,434	\$ 136,290	\$ 168,070	\$ 477,430
Aleutian Region	25,355	5,925	Ψ 130,230	Ψ 100,070	31,280
Aleutians East Borough	108,449	29,619	7,026	9,348	154,442
Anchorage Anchorage	7,543,981	1,790,994	1.331.252	2,002,644	12,668,871
Annette Island	68,772	18,285	32,256	31,045	150,358
Bering Strait	672.164	178,342	32,230	3,240	853,746
Bristol Bay Borough	48,304	12,931	53,457	64,235	178,927
Chatham	61,813	15,949	29,790	33,072	140,624
Chugach	42,015	7,235			49,250
	129,116	32,125	50,781	72,797	284,819
Copper River					
Cordova	77,922	20,051	13,305	16,796	128,074
Craig	102,286	19,138	48,408	50,856	220,688
Delta Greely	188,795	43,803	126,856	168,483	527,937
Denali Borough	112,232	18,285		13,050	143,567
Dillingham Friels also N. Steen Bouncels	121,800	29,449	63,770	79,650	294,669
Fairbanks N. Star Borough	2,694,193	587,086	1,582,407	1,958,649	6,822,335
Galena	349,356	19,822		2,432	371,610
Haines Borough	74,681	17,943		5,660	98,284
Hoonah	39,878	9,228		1,140	50,246
Hydaburg	20,326	4,500			24,826
Iditarod Area	107,450	26,429	4,478	6,090	144,447
Juneau Borough	927,947	218,100	234,530	328,836	1,709,413
Kake	28,454	7,519	6,205	7,342	49,520
Kashunamiut	97,037	24,948			121,985
Kenai Peninsula Borough	1,752,986	418,541	741,534	2,177,017	5,090,078
Ketchikan Gateway Borough	413,722	102,471		46,989	563,182
Klawock	40,453	9,341	49,041	47,880	146,715
Kodiak Island Borough	523,962	132,717	496,167	557,032	1,709,878
Kuspuk	137,477	37,252		7,119	181,848
Lake and Peninsula Borough	174,957	46,478	927	4,654	227,016
Lower Kuskokwim	1,301,916	342,045	270,079	305,844	2,219,884
Lower Yukon	726,529	194,119	-	-	920,648
Mat-Su Borough	2,890,468	654,641	2,226,667	2,661,273	8,433,049
Nenana	112,899	14,012	5,097	9,045	141,053
Nome	169,681	44,429	155,636	179,465	549,211
North Slope Borough	499,719	134,766	275,045	328,016	1,237,546
Northwest Arctic Borough	668,438	175,437	5,410	7,684	856,969
Pelican	7,236	1,994	=	22	9,252
Petersburg	122,242	28,253	41,812	47,850	240,157
Pribilof	32,514	8,999	-	-	41,513
Saint Mary's	57,392	15,493	21,346	21,700	115,931
Sitka Borough	279,967	64,193		17,920	362,080
Skagway	16,914	4,671		63	21,648
Southeast Island	84,784	21,588	8,845	14,910	130,127
Southwest Region	233,841	62,029		12,056	307,926
Tanana	18,358	4,330		525	23,213
Unalaska	106,180	27,910		8,820	142,910
Valdez	142,226	34,518	46,610	61,845	285,199
Wrangell	84,517	17,772	32,739	39,624	174,652
Yakutat	30,413	8,373	2,203	4,230	45,219
	142,539	37,479	3,325		188,866
Yukon Flats Vukon Kovukuk				5,523	
Yukon Koyukuk	212,510	34,005		2,670	249,185
Yupiit Mt Edga ayyaha High Sahaal	163,474	43,005			206,479
Mt Edgecumbe High School	69,724	19,254	e 0 102 204	e 11 502 211	\$8,978
Totals	\$ 25,000,000	\$ 5,911,255	\$ 8,103,294	\$ 11,593,211	\$ 50,607,760 27

School District	Required Local	Required Local at 2.65 Mill Rate	Cost shifted from Local to State based on 2.65 Mills
Alaska Gateway	\$ -	\$ -	\$ -
Aleutian Region	Ψ -	-	Ψ -
Aleutians East Borough	661,979	620,274	41,705
Anchorage	102,589,817	94,429,970	8,159,847
Annette Island	-	-	-
Bering Strait	_	_	-
Bristol Bay Borough	953,523	706,796	246,727
Chatham	-	-	
Chugach	_	-	-
Copper River	_	-	-
Cordova	889,414	740,388	149,026
Craig	460,212	336,159	124,053
Delta Greely	-	-	-
Denali Borough	736,048	649,988	86,060
Dillingham	629,245	446,138	183,107
Fairbanks N. Star Borough	28,737,831	25,585,072	3,152,759
Galena	95,915	79,432	16,483
Haines Borough	1,035,341	846,964	188,377
Hoonah	195,746	192,261	3,485
Hydaburg	46,467	39,778	6,689
Iditarod Area	-	-	-
Juneau Borough	13,976,029	11,909,678	2,066,351
Kake	92,324	74,459	17,865
Kashunamiut	-	-	-
Kenai Peninsula Borough	24,779,109	22,097,401	2,681,708
Ketchikan Gateway Borough	5,357,581	4,220,699	1,136,882
Klawock	168,344	137,531	30,813
Kodiak Island Borough	4,629,984	3,652,381	977,603
Kuspuk	-	-	-
Lake and Peninsula Borough	428,845	384,730	44,115
Lower Kuskokwim	-	-	-
Lower Yukon	-	-	-
Mat-Su Borough	24,086,928	24,018,753	68,175
Nenana	92,248	74,326	17,922
Nome	1,037,732	866,390	171,342
North Slope Borough*	12,164,847	12,164,847	-
Northwest Arctic Borough	2,134,472	1,818,033	316,439
Pelican	53,158	37,865	15,293
Petersburg	1,187,397	927,102	260,295
Pribilof	-	-	-
Saint Mary's	34,656	33,992	664
Sitka Borough	3,576,461	3,054,025	522,436
Skagway*	439,172	439,172	-
Southeast Island	-	-	-
Southwest Region	-	-	-
Tanana	30,226	24,589	5,637
Unalaska	1,863,680	1,473,392	390,288
Valdez*	3,428,798	3,428,798	-
Wrangell	681,357	510,520	170,837
Yakutat	227,605	184,192	43,413
Yukon Flats	-	-	-
Yukon Koyukuk	-	-	-
Yupiit	-	-	-
Mt Edgecumbe High School	-	-	-
*Rased on AS14.17.410 (b)(2) the d	\$ 237,502,491	\$ 216,206,095	\$ 21,296,396

By lowering the mill rate for city and borough school districts to 2.65 mills of the assessed Full and True Value a portion of the cost of basic need is shifted from the local government to the state. The FY2013 mill rate savings projections in CSSB182 show the savings by city / borough school district.

For questions, please contact Elizabeth Nudelman by phone at 907-465-8679 or through email at Elizabeth.Nudelman@alaska.gov.

^{*}Based on AS14.17.410 (b)(2) the district pays 45% of basic need for the preceding FY.

Early Development	o aa					OIMILO	001					opa.oa sy	Concor i manoc
Updated 12/1/11											Preliminary	Projected	
Effects of SB174 on	FY02	FY03	FY04	FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12	FY13	
AS 14.17.410(b)(2)	Increased	Increased	Increased	Increased	Increased	Increased	Increased	Increased	Increased	Increased	Increased	Increased	CUMULATIVE
District	State Aid	State Aid	State Aid	State Aid	State Aid	State Aid	State Aid	State Aid	State Aid	State Aid	State Aid	State Aid	STATE AID
Alaska Gateway	- State Alu	- State Alu		- State Alu	- State Alu	- State Alu	State Alu		- State Alu		State Alu		
Aleutian Region			-		-		<u> </u>		-	-		-	<u> </u>
		-	-	-		-		38,623	62,434		282.848		705.006
Aleutians East Borough		-	7,005,000	- 11 107 105	- 10 000 040	- 10 000 077	8,839			118,469	- ,	274,284	785,986
Anchorage	1,827,538	5,201,483	7,085,229	11,107,435	13,980,346	18,833,077	26,345,651	34,838,625	38,501,977	38,935,812	39,277,215	39,945,987	275,880,375
Annette Island	-	-	-	-	-	-	-	-	-	-	-	-	-
Bering Strait	-		-		-		-		-	-	-	-	-
Bristol Bay Borough	-	-	-	-	-	-	-	-	-	56,164	50,637	113,339	220,140
Chatham	-	-	-	-	-	-	-	-	-	-	-	-	
Chugach	-	-	-	-	-	-	-	-	-	-	-	-	-
Copper River	-	-	-	-	-	-	-	-	-	-	-	-	-
Cordova	16,964	34,234	23,774	36,420	48,108	23,725	754	63,592	94,609	118,606	202,605	228,153	891,544
Craig	-	405	-	-	-	-	-	3,655	-	4,667	40,417	47,197	96,341
Delta/Greely	-	-	-	-	-	-	-	-	-	-	-	-	-
Denali Borough	-	60,663	60,156	73,214	73,214	73,214	149,562	212,649	211,954	215,179	215,159	245,066	1,590,030
Dillingham	3,763	26,086	780	-	15,811	-	85,618	48,030	46,718	61,472	25,112	44,171	357,560
Fairbanks North Star Bo	252,784	612,396	944,033	1,409,216	2,386,892	3,489,580	5,105,813	7,005,004	8,274,493	9,109,331	9,945,933	9,881,145	58,416,620
Galena	121	20	427	1,210	1,210	1,210	4,982	8,374	23,684	24,828	23,263	23,982	113,312
Haines Borough	11,922	37,397	37,144	42,500	45,171	94,243	149,855	207,498	289,472	258,865	261,766	243,095	1,678,928
Hoonah	-	24,328	23,014	21,546	21,546	21,546	22,965	36,378	37,754	90,953	90,835	94,459	485,323
Hydaburg	-	493	88	-	-	-	942	1,136	1,503	11,626	11,625	13,575	40,988
Iditarod Area	_		_	_	_	_	_	-	-	-	-	-	-
Juneau Borough	276,478	703,573	780,055	881,946	1,211,564	2,056,725	3,510,783	3,723,469	3,841,730	3,682,973	3,785,447	4,000,844	28,455,587
Kake	-	-	280	2,476	2,476	2,476	3,230	3,840	5,349	19,055	19,011	20,067	78,261
Kashunamiut	_	_		2,470	2,470	2,470				10,000	- 10,011	20,007	70,201
Kenai Peninsula Boroug	396,460	955,598	1,639,406	2,584,199	2,921,957	3,431,335	4,244,039	5,596,202	6,988,799	8,165,514	7,872,194	8,575,458	53,371,161
Ketchikan Gateway Bor		170,635	144,661	47,551	62,446	184,837	338.196	659,278	915,009	1,041,551	936,992	1,013,285	5,576,142
Klawock	-	-	-			-	4,515	4,906	8,707	42,668	42,662	39,250	142,708
Kodiak Island Borough	82,466	82,088	133,940	116,664	190,535	317,507	394,848	510,004	606,712	703,258	746,482	883,044	4,767,548
Kuspuk	02,400	- 02,000	133,940	-	190,555	- 317,307	- 394,040	510,004	000,712	703,236	740,402	003,044	4,707,340
					<u>-</u>	<u>-</u>		<u> </u>	0.045	0.100	0.101	151 000	170.064
Lake & Peninsula Borou	<u>-</u>	2,012		-			-	<u> </u>	2,845	8,166	8,161	151,880	173,064
Lower Kuskokwim		-	-	-	-	-	-	-	-	-		<u> </u>	-
Lower Yukon	-	-	- 4 405 050	-	- 0.704.050	- 0.100.050	- 0.050.400	- 11 000 005	- 11 100 170	- 11 000 000			
Mat-Su Borough	554,203	978,270	1,485,659	2,270,976	3,731,858	6,139,250	9,056,429	11,202,265	11,436,170	11,898,626	12,248,068	12,167,793	83,169,567
Nenana	-	-	-	877	356	7,668	9,285	19,738	23,601	16,009	23,573	19,943	121,050
Nome	38,395	32,004	30,436	40,749	28,726	58,717	121,599	120,446	187,995	245,658	222,043	270,027	1,396,794
North Slope Borough	-	-		<u> </u>		<u> </u>		<u> </u>		-	<u> </u>		<u>-</u>
Northwest Arctic Boroug		-	2,024	1,906	1,906	1,906	8,903	570,611	580,813	601,128	595,720	609,729	2,974,647
Pelican	663		-	2,961	3,660	2,695		29		2,754	2,680	3,997	19,439
Petersburg	20,751	29,850	-	11,096	60,678	116,348	73,391	113,165	172,270	237,056	200,378	212,002	1,246,985
Pribilof	-	-	-	-	-	-	-	-	-	-	-	-	-
Saint Marys	71	443	-	786	786	786	1,157	1,014	16,562	16,865	16,832	16,653	71,955
Sitka Borough	45,060	85,149	134,767	194,084	269,304	338,359	619,866	860,734	1,061,249	1,085,266	974,071	1,033,389	6,701,298
Skagway	-	-	-	-	-	-	-	-	-	-	-	-	-
Southeast Island	-	-	-	-	-	-	-	-	-	-	-	-	-
Southwest Region	-	-	-	-	-	-	-	-	-	-	-	-	-
Tanana	-	-	-	-	-	-	266	281	4,582	6,227	7,739	6,890	25,985
Unalaska	-	-	-	-	5,742	57,658	146,325	175,794	171,587	245,178	273,900	360,308	1,436,492
Valdez	-	-	-	-	-	-	-	-	-	-	-	-	-
Wrangell	4,884	37,019	1,871	-	550	744	-	-	32,874	76,034	85,682	89,239	328,897
Yakutat	530	5,586	24,739	17,118	19,774	15,539	17,648	51,355	54,806	45,267	50,733	50,420	353,515
Yukon Flats	-	-		-	-	-	-	-	-	-	-	-	-
Yukon/Koyukuk	_	_	_	_	_	_	_	_	_	_	_	_	
Yupiit								-					
Mt. Edgecumbe HS													29
TOTAL	\$3 505 2/2	\$0.070.722	\$12 552 <i>1</i> 96	\$18.864.020	\$25 084 616	\$35 260 1/15	\$50.425.461	\$66,076,605	\$73 656 250	\$77 1/15 225	\$78 520 792	\$80 679 671	\$530,968,243
IOIAL	ψυ,υσυ,242	ψυ,υι υ,ι υΖ	ψ12,332,400	ψ10,004,329	Ψ23,004,010	ψυυ,203,140	ψυυ,τζύ,40 Ι	ψυυ,υ10,090	ψ1 3,030,230	ψ11,140,220	ψ10,JJ3,103	ψου,υ/ο,υ/ Ι	₩JJU,300,243

District	FY02	FY03	FY04	FY05	FY06	FY07	FY08	FY09	FY10	FY11	Prelim FY12	Proj FY13
Alaska Gateway	-	-	-	-	-	-	-	-	-	-	-	-
Aleutian Region	-	-	-	-	-	-	-	-	-	-	-	-
Aleutians East Borough	4.0	4.0	4.0	4.0	4.0	4.0	3.9	3.7	3.5	3.2	2.8	2.8
Anchorage	3.9	3.7	3.6	3.5	3.4	3.2	3.1	2.9	2.9	2.9	2.9	2.9
Annette Island	-	-	-	-	-	-	-	-	-	-	-	-
Bering Strait	_	-	-	-	-	-	-	-	-	_	-	-
Bristol Bay Borough	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	3.8	3.8	3.6
Chatham	-	-	-	-	-	-	-	-	-	-	-	-
Chugach	-	-	-	-	-	-	-	-	-	-	-	
Copper River	_	_	_	-	_	_	_	_	_	_	_	
Cordova	3.9	3.8	3.9	3.8	3.7	3.9	4.0	3.7	3.6	3.5	3.2	3.2
Craig	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	3.7	3.6
Delta/Greely		-			-	-		-	-	-	-	
Denali Borough	4.0	3.6	3.6	3.5	3.5	3.5	3.2	3.1	3.1	3.1	3.1	3.0
Dillingham	4.0	3.8	4.0	4.0	3.9	4.0	3.5	3.7	3.7	3.7	3.8	3.7
Fairbanks North Star Borough	3.9	3.9	3.8	3.7	3.6	3.5	3.3	3.1	3.1	3.0	3.0	3.0
Galena	4.0	4.0	4.0	3.7	3.9	3.9	3.8	3.6	3.1	3.2	3.2	3.2
Haines Borough	3.9	3.8	3.8	3.8	3.8	3.6	3.5	3.3	3.2	3.2	3.2	3.2
Haines Borough Hoonah	4.0	3.8	3.8	3.8	3.8	3.6	3.5	3.3	3.2	2.7	2.7	2.7
			4.0							3.2	3.2	
Hydaburg	4.0	3.9	4.0	4.0	4.0	4.0	3.9	3.9	3.8			3.1
Iditarod Area	-	-	-	-	-	- 0.4	-	-	-	-	- 0.4	
Juneau Borough	3.9	3.8	3.7	3.7	3.6	3.4	3.2	3.1	3.1	3.2	3.1	3.1
Kake	4.0	4.0	4.0	3.9	3.9	3.9	3.8	3.8	3.7	3.3	3.3	3.3
Kashunamiut	-	-	-	-	-	-	-	-	-	-	-	
Kenai Peninsula Borough	3.9	3.8	3.7	3.5	3.5	3.4	3.3	3.2	3.1	3.0	3.0	3.0
Ketchikan Gateway Borough	3.9	3.9	3.9	4.0	3.9	3.8	3.7	3.5	3.4	3.4	3.4	3.4
Klawock	4.0	4.0	4.0	4.0	4.0	4.0	3.9	3.9	3.8	3.2	3.2	3.2
Kodiak Island Borough	3.9	3.9	3.9	3.9	3.8	3.7	3.7	3.6	3.5	3.5	3.4	3.4
Kuspuk	-	-	-	-	-	-	-	-	-	-	-	-
Lake & Peninsula Borough	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	3.9	3.9	3.0
Lower Kuskokwim	-	-	-	-	-	-	-	-	-	-	-	-
Lower Yukon	-	-	-	-	-	-	-	-	-	-	-	-
Mat-Su Borough	3.8	3.7	3.6	3.4	3.2	3.0	2.8	2.7	2.7	2.7	2.7	2.7
Nenana	4.0	4.0	4.0	4.0	4.0	3.7	3.6	3.3	3.2	3.4	3.2	3.3
Nome	3.8	3.8	3.9	3.8	3.9	3.7	3.5	3.5	3.3	3.2	3.3	3.2
North Slope Borough	-	-	-	-	-	-		-	-	-	-	-
Northwest Arctic Borough	4.0	4.0	4.0	4.0	4.0	4.0	4.0	3.1	3.1	3.1	3.1	3.1
Pelican	3.9	4.0	4.0	3.8	3.7	3.8	4.0	4.0	4.0	3.8	3.8	3.7
Petersburg	3.9	3.9	4.0	4.0	3.8	3.6	3.7	3.6	3.5	3.3	3.4	3.4
Pribilof	-	-	-	-	-	-	-	-	-	-	-	
Saint Marys	4.0	3.9	4.0	3.8	3.8	3.8	3.8	3.8	2.7	2.7	2.7	2.7
Sitka Borough	3.9	3.9	3.8	3.7	3.7	3.6	3.3	3.2	3.1	3.1	3.1	3.1
Skagway	-	-	-	-	-	-	0.0	-	-	-	-	-
Southeast Island	_	_	_	_	_	_	_	_	_	_	-	
Southwest Region	_	_	_	_	_	_	_	_	_	_	-	
Tanana	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	3.4	3.3	3.2	3.3
Unalaska	-	-	4.0	4.0	4.0	3.9	3.7	3.6	3.6	3.5	3.5	3.4
Valdez							3.7					
	- 4.0	2 0	- 4.0	- 4.0	- 4.0	- 4.0	4.0	- 4.0	- 2 0	3.6	- 2.6	2.5
Wrangell	4.0	3.8	4.0	4.0	4.0	4.0	4.0	4.0	3.8		3.6	3.5
Yakutat Vukan Flata	4.0	3.9	3.6	3.7	3.6	3.7	3.7	3.3	3.2	3.3	3.3	3.3
Yukon Flats	-	-	-	-	-	-	-	-	-	-	-	
Yukon/Koyukuk	-	-	-	-	-	-	-	-	-	-	-	
Yupiit	-	-	-	-	-	-	-	-	-	-	-	
Mt. Edgecumbe HS G:\SE District Support\DistSup\Equindation(-	-	-	-	-	-	-	-	-	-	-	-

G:\SF District Support\DistSup\FoundationOther\FoundationHistory\Local Effort History\[FY02-12LocalEffortAssessed&educationWithMills-2Pager_11-2011.xlsx]SummaryMill Equivalent Change

Memorandum

To: City Council

From: Sam Greenwood, City Planner

Date: 5/10/2012

Re: Heney Trailer Court

PART I. BACKGROUND:

This has been an ongoing issue since 2000. Below is some of the history and the most recent activity.

April 21, 2010 City Council Meeting Minutes:

Council discussion and decision regarding Heney Trailer Court encroachment and survey.

City Planner *Anne Cervenka* said that the area in question was researched by *Leo Americus* and he found a survey which says that there are in fact two trailers encroaching on City land. She was in need of some direction from Council. She believes that Council has two options:

- 1.) To contact the Heney Trailer Court owner and ask if she is interested in purchasing enough land to bring those trailers into the trailer court (we would need to contact the attorney to determine the correct way to do that fairly) if this is the route that Council chooses, she could hire *Leo* to survey the land; or
- 2.) Start a trespass proceeding which would mean there would be no reason to do any further survey work.

Allison said to provide the owner with the updated information and offer her a chance at buying the land. However, he had hoped it wouldn't take nine or ten years to do it this time. Bradford concurred. Cheshier agreed. Beedle agreed with placing a time-frame on this offer. Anne asked who would pay for the survey. Bradford said he would suggest that the trailer court owner should pay for the survey. Vice-Mayor Reggiani ensured that there was Council concurrence on offering to sell to the trailer court owner and on requiring her to incur the cost of the new survey.

Planners Report April 2010 to Council:

The Planning Department ordered a survey from Leo Americus to resolve the property line dispute between the City and Patty Hammersmith over an encroachment by Lot D-9 into City Land. Last week he brought in a copy of US Survey 11877, from June 1999 showing two trailers in Heney Trailer Court encroaching over the line. If the City requests further work from him in this matter he is ready to proceed. (Included)

May 4, 2011:

A letter addressed to City Planner Samantha Greenwood was sent from Ms. Hammersmith stating in part that "Because of the excessive costs, I have decided not to pursue this purchase." Ms. Hammersmith stated that she had removed two trailers that had been vacant for years from spaces C-7 and C-8 which left ample space available within Heney Trailer Court for Becky Chapek to move her trailer.

Trailer Park Manager Monika Reghetti was asked to offer that space to Ms. Chapek for her trailer, Ms. Chapek said that she was interested.

May 19, 2011:

A letter addressed to City Planner Samantha Greenwood was sent from Ms. Hammersmith stating that she felt that the she would be agreeable to leasing the land that is currently occupied by the trailers located on D-8 and D-9 for the life of the trailers.

June 2011:

Becky Chapek stated that local contractors would not move the mobile home to either lot. That the mobile was not structurally sound enough. She stated that she may be interested in purchasing the property from the city but access would be an issue.

December 13, 2011:

Assistant Planner called Patty Hammersmith and she said that she has not spoken with Becky Chapek as of late, and that she would not be agreeable to granting any kind of legal access perpetual or otherwise to Becky as she (Patty Hammersmith) owns the road and all of the utilities in Heney Trailer Court. She felt that either Becky could move her trailer to a lot less than 50 feet away from its current location or she (Patty Hammersmith) would be happy to lease the area that's encroaching around both trailers for the life of the existing trailers.

PART II. GENERAL INFORMATION:

The planning staff is proposing to lease the two sites to J&N Enterprises for the life of the mobile homes. The reasoning for this recommendation follows

- There is a shortage of housing in this price range and in general in Cordova.
- Lease will be at fair market value
- Local contractor has stated that the mobile home that is sitting on city property is not structurally sound enough to be move in his opinion.
- Leasing the property addresses both encroachment issues at one time.
- All parties involved agree to the solution.
- The City Property that the mobile homes are on is zoned Parks and Open Spaces; an exception 18.64.10 would allow the use of a mobile home to occur. The terms of the exception would include that the use exception would sunset with the life of the mobile home, if the mobile home is removed, or substantially destroyed. This has been cleared with the lawyers.
- Considering the time that this situation has been ongoing and expense already incurred by the City, the cost of creating a legal contract and rectifying both situations while still providing housing seems to be the most cost effective at this point.

Memorandum

To: City Council

From: Sam Greenwood, City Planner

Date: 5/10/2012

Re: Cordova Kitchen, Lot 2 Block 3 CIP

PART I. BACKGROUND:

In April 2010 the City of Cordova and the Cordova Kitchen Project a non-profit organization entered into a lease to purchase contract. This contract was a 5 year contract with a lease rate of \$10.00 a year.

Due to circumstances out of their control Cordova Kitchen has determined that they cannot meet the requirements of the lease nor have the ability to purchase the lot. In fairness to the city they feel that terminating the lease with option to purchase is the appropriate action at this time

The Planning and Zoning Commission will discuss the lot and its best use at their June 12th meeting and provide a recommendation to the City Council regarding land disposal.

Memo

To: Cordova City Council and James Kallander, Mayor

From: Moe Zamarron, Director of Public Works

CC: Mark Lynch, City Manager

Date: 9 May, 2012

Re: List of paving projects

In a letter dated 8 May, 2012 Harris Sand and Gravel, the contractor for the State's Copper River Highway resurfacing project, provided the City with a price to perform paving work on City owned facilities. For \$2.90 per square foot Harris will mix and laydown 2" thick asphalt, provide traffic control and testing as needed on various lots and parking areas. If streets are to be paved the price would be reduced because more efficient machinery can be used on larger open areas. The Public Works Department was directed by City Council to provide a 'wish list' of priority areas for consideration and the related cost for each.

The list of preferred City owned lots begins with the parking areas along Nicholoff Street. The harbor side of the street is 773' long and the opposite side is 427' in several small pieces. The total then is 1,200'. Multiplied by 25' this becomes 30,000 square feet. At \$2.90 the price is \$87,000.

The service access area at Mt Eccles Elementary School measures 83' x 77' for a total of 6,400 square feet. Cost is \$18,560.

The parking apron in front of the High School is 300' long by 32' deep. The cost is 9,600 x \$2.90 or \$27,840. To pave the balance of the parking area in front of the High School would about double the number, approximately \$55,000 for the entire front of the school.

Please consider this information and offer input as is seen fit.

Thank you, Moe Zamarron Director of Public Works City of Cordova

Memo

To: Cordova City Council and James Kallander, Mayor

From: Moe Zamarron, Director of Public Works

CC: Mark Lynch, City Manager

Date: 9 May, 2012

Re: Snow dump responsibilities

The City of Cordova is fielding a number of complaints concerning the enormous amount of snow that accumulated in various locations this past winter. Some of the sites are City owned snow dumps and are designated as such by the Planning department while others are privately owned with unwritten agreements allowing the City to make use of them.

The extraordinary buildup of snow in December and January tested the limits of cooperation between private property owners and the public sector (City, State and Federal) on a number of fronts. Several times, at the worst of the winter conditions there were complaints registered that could be addressed quickly and the City took unorthodox steps to do this. Public snow dumps were opened up for private use, City crews were directed to stop using private properties for dump sites and most notably the City paid contractors to remove snow from dumps to relieve the burden overall.

Even now, with significant melt underway there are issues coming up that continue to emphasize the delicate balance of responsibilities within a community. The mounds of snow cannot go away quickly enough and for some the resulting inconvenience is still very real. It is the opinion of the Public Works Department that to the extent any of our efforts were responsible for contributing to these situation we have spent an equal or greater effort to reduce the impacts.

The City crews were certainly not the sole contributors to the snow dumps but as much as is possible due to conditions (like terrain or proximity to buildings) the snow that was deposited by us has been removed. We have to draw a line that we feel is equitable and leave the rest to the other responsible parties.

This winter was a burden to every citizen of Cordova. There were unplanned expenses, dangerous conditions and long hours invested in maintaining the way of life we enjoy here. In the end the financial impacts were felt by everyone, both private and public, and we now face the arduous task of getting over it.

Please consider this information and offer input as is seen fit.

Thank you, Moe Zamarron Director of Public Works City of Cordova

MEMO, City of Cordova

FROM: Ashley Royal, Finance Director

TO: City Manager, Mayor and City Council

Date: May 9, 2012

RE: Monthly Report

This is a Six page report, thru April 30, 2012.

- Cash and Investments report, all funds
- Revenue and Expenditure Report compared to Budget for General Fund
- Revenue and Expenditure Report compared to budget all funds except School Project and Cordova Center
- Cordova Center Project Report condensed
- School Project Report condensed
- Snowpococalypse Detail

The Cash and Investments report shows comparison of 12/31/10 to 12/31/11 to 4/30/12. The report is divided in two parts – the top part showing the balances by general ledger account number, and where the money actually resides. The bottom part shows how the money is allocated between the various funds of the City. You will notice that a lot has changed since 2010 in the fund structure of the general ledger. Sewer and Water Fund has been divided into two separate funds, and the Enterprise funds now each have a corresponding separation of their respective capital projects and depreciation reserve, and in the case of Refuse the landfill reserve.

The financial statement for the General Fund is broken down by major categories for revenue, and by department. This report is a standard format for presentation to city councils, printed off the Caselle software. The first column is for the month of April, 2012. The second column is for the first quarter of 2012 YTD. The third column is the 2012 adopted budget. The fourth column is the difference between the YTD and the Budget, and the last column is the percent received or spent YTD.

The third page is a financial report laid out in the same format as described above, but for all

funds, except the School Project and Cordova Center.

The fourth page is a revised and simplified comprehensive report for the Cordova Center. It is

designed to give an overview on one page. It's a pretty standard format, with the first column

showing the comprehensive budget as known at this time. The second column is for all

transactions recorded prior to 2012. The third column is for the remaining amounts known. And

the fourth column is for actual transactions thus far in 2012.

The fifth page is designed to show the status of the School Project at the present time, for

management purposes. The initial State Budget is shown in the first column, for reference and

comparison to the second column, which is the total available per the general ledger. The third

column is all the transactions actual prior to 2012. The fourth column is actual YTD for 2012.

The sixth page is showing the more detailed breakdown as requested.

Respectfully submitted by:

Ashley Royal

Finance Director, City of Cordova

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CITY OF CORDOVA FUND SUMMARY FOR THE 4 MONTHS ENDING APRIL 30, 2012

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE					
CONTRACTOR OF THE PARTY OF THE		4 000 040 40	5,507,136,66	4,298,817.18	21.9
TAXES	674,632.63	1,208,319.48	17,800.00	17,535.00	1.5
LICENSES & PERMITS	130.00	265.00	2,453,553.00	1,257,463.61	48.8
OTHER GOVERNMENTAL	.00	1,196,089.39 42,990.26	186,050.00	143,059.74	23.1
LEASES & RENTS	16,583.10	83,231.27	307,234.00	224,002.73	27.1
LAW ENFORCEMENT	54,175.20	17,998.42	74,500.00	56,501.58	24.2
D. M. V.	5,121.78 00.	2,316.75	14,500.00	12,183.25	16.0
PLANNING DEPARTMENT REVENUE	1,227.00	8,842.00	71,900.00	63,058.00	12.3
RECREATION DEPT REVENUE	1,057.00	2,505.00	23,200.00	20,695.00	10.8
POOL REVENUE	.00	2,115.00	9,600.00	7,485.00	22.0
SALE OF PROPERTY	.00.	.00	852,083.84	852,083.84	.0.
INTERFUND TRANSFERS IN	42,275.02	63,155.51	81,146.00	17,990.49	77.8
OTHER REVENUE STATE DEBT SERVICE REIMBURSME	6,471.00	643,961.00	975,707.41	331,746.41	66.0
	801,672.73	3,271,789.08	10,574,410.91	7,302,621.83	30,9
EXPENDITURES					
to the second se					er
CITY COUNCIL	1,541.54	1,701.89	26,150.00	24,448.11	6.5 37.9
CITY CLERK	26,139.25	85,572,89	225,616.00	140,043.11	21.3
CITY MANAGER	18,335.65	81,727.39	384,638.00	302,910.61	33.7
FINANCE	27,299.50	121,015.77	358,832.00	237,816.23	34.5
PLANNING DEPARTMENT EXPENSE	14,212.08	66,688.18	193,564.00	126,875.82	26.1
DEPTARTMENT OF MOTOR VEHICLE	5,098.25	17,532.55	67,072.00	49,539.45	31.2
LAW ENFORCEMENT	57,608.02	254,022.96	815,460.00	561,437.04 138,455.36	
JAIL OPERATIONS	14,592.85	61,833.64	200,289.00	195,922.77	_
FIRE & EMS	27,709.10	112,683.23	308,606.00	510.00	
DISASTER MANAGEMENT DEPT.	.00	.00.	510.00	249,489.38	
INFORMATION SERVICES	26,295,21	122,036.62	371,526.00	80,879.51	
FACILITY UTILITIES	22,157.24	64,620.49	145,500.00	65,770.68	
PW ADMINISTRATION	8,807.13	39,975,32	105,746.00	156,075.61	
FACILITY MAINTENANCE	10,813.57	41,446.39	197,522.00 572,912.00	416,960.01	
STREET MAINTENANCE	35,640.71	155,951.99	60,881.00	46,991.73	
SNOW REMOVAL	81.34	13,889.27	274,998.00	180,255.93	
EQUIPMENT MAINTENANCE	21,105.82	94,742.07 15,560.63	100,715.00	85,154.37	
PARKS MAINTENANCE	5,237.73	.00	8,218.00	8,218,00	
CEMETERY MAINTENANCE DEPT.	.00.	121,778.40	339,175.00	217,396.60	
RECREATION - BIDARKI	33,957.67	71,457.58	258,059.00	186,601.42	
POOL	19,287.73	29,203,52	58,400.00	29,196.48	
SKI HILL	7,666.37 9,053.59	129,583.12	342,830.00	213,246.88	
NON-DEPARTMENTAL	9,053.59	1,016,468.08	1,699,076.18	682,608.10	
LONG TERM DEBT SERVICE	00. 00.	00.	749,945.73	749,945.73	_
INTERFUND TRANSFERS OUT TRANSFERS TO OTHER ENTITIES	165,833.33	1,216,666.65	2,328,170.00	1,111,503.3	52.3
	558,473.68	3,936,158.63	10,194,410.91	6,258,252.28	38.6
			000 000 00	4 044 250 55	vii.
	243,199.05	(664,369,55)	380,000.00	1,044,369.55	

CITY OF CORDOVA FUND SUMMARY FOR THE 4 MONTHS ENDING APRIL 30, 2012

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCN
95	√ENUE					
	VENUE					
01 GE!	NERAL FUND	801,672.73	3,271,789.08	10,574,410.91	7,302,621.83	30
	Y PERMANENT FUND	5,906.93	421,397.12	1,110,858,73	689,461.61	37.
03 AMI	BULANCE REPLACMENT FUND	.00	.00	7,050.00	7,050.00	
os VEH	HICLE REMOVAL FUND	.00	.00	33,000.00	33,000.00	
	NERAL PROJ & GRANT ADMN	.00	31,717.35	454,808.00	423,090.65	7
0 CHI	IP SEAL C.I.P.	.00.	.00.	261,618.57	261,618.57	
2 HAF	RBOR ENTERPRISE FUND	29,461.20	94,809.54	1,010,956.14	916,146.60	9
	WER ENTERPRISE FUND	53,443.30	203,615.12	627,210.00	423,594.88	32
4 WA	TER ENTERPRISE FUND	44,285.77	161,234.32	675,593.42	514,359,10	23
	FUSE ENTERPRISE FUND	63,110.66	228,003.59	852,300.00	624,296.41	26
	IAK CAMPER PARK	.00.	.00.	53,662.00	53,662.00	
	RBOR & PORT PROJECTS	.00.	.00	1,760,000.00	1,760,000.00	
	WER PROJECTS	.00.	.00	113,500.00	113,500,00	
	TER PROJECTS	.00.	.00	201,500.00	201,500.00	
	LID WASTE PROJECTS	.00.	.00.	642,000.00	642,000.00	
	RBOR FUND DEP'N RESERVE	.00	.00	70,000.00	70,000.00	
	WER FUND DEP'N RESERVE	.00	.00.	50,000.00	50,000.00	
	ATER FUND DEP'N RESERVE	.00	.00	4,236.25	4,236.25	
	NDFILL FUND	.00	129.60	50,000.00	49,870.40	
	011 SPECIAL REVENUE FUND	1,858.06	17,025.71	50,000.00	32,974.29	3
		999,738.65	4,429,721.43	18,602,704.02	14,172,982.59	2
EX	PENDITURES					
		558,473.68	3,936,158.63	10,194,410.91	6,258,252.28	3
	NERAL FUND	.00	.00	945,676.57	945,676.57	
	TY PERMANENT FUND		764,516.04	00.	(764,516.04)	
	12 SNOWPOCALYPSE	5,900.71 15,586.64	205,584.41	504,808.00	299,223.59	4
	ENERAL PROJ & GRANT ADMN	•	30,441.33	00.	(30,441.33)	
	CHOOL ILP BUILDING	.00.	.00	200,000.00	200,000.00	
	IP SEAL C.I.P.	.00.	259,465.89	1,010,956.14	751,490.25	2
	ARBOR ENTERPRISE FUND	59,934.31		627,210.00	475,234.56	2
	WER ENTERPRISE FUND	44,892.97	151,975.44	675,593.42	546,474.83	-
	ATER ENTERPRISE FUND	40,470.06	129,118.59	831,325.00	626,736.64	2
	FUSE ENTERPRISE FUND	53,450.96	204,588.36	,	47,263.78	
	DIAK CAMPER PARK	1,726.57	6,398.22	53,662.00	1,754,089.14	
)2 HA	ARBOR & PORT PROJECTS	(500.80)	35,910.86	1,790,000.00		
)3 SE	EWER PROJECTS	18,021.17	18,021.17	264,000.00	245,978.83	
)4 W/	ATER PROJECTS	3,050.80	3,050.80	252,000.00	248,949.20	
)5 SC	DLID WASTE PROJECTS	.00.	.00.	832,000.00	832,000.00	
		801,007.07	5,745,229.74	18,181,642.04	12,436,412.30	
		400 794 FD	(1315 508 31)	421 061 98	1,736 570 29	
		198,731.58	(1,315,508.31)	421,061.98	1,736,570.29	

City of Cordova			
Cash and Investments	12/31/2010	12/31/2011	4/30/2012
001-11000 FNB Checking	(\$40,990.83)	(\$117,035.34)	(\$501,296.65)
001-11001 FNB Sweep Acct.	\$2,715,894.15	\$361,693.23	\$1,347,555.50
001-11002 FNB Payroll Checking	(\$39,267.14)	(\$42,366.13)	(\$5,260.03)
001-11003 Cash XPB	N/A	\$0.00	\$15,502.29
001-11010 UBS - Central Treasury Investments	\$7,612,877.50	\$7,569,873.99	\$4,972,170.97
101-12015 AMLIP	\$2,610.30	\$2,616.68	\$2,625.00
104-12025 UBS - Permanent Fund Investments	\$8,033,064.58	\$8,836,765.81	\$9,184,662.93
420-12025 UBS School Capital Project	\$445,474.16	N/A	N/A
203-11000 Cash Savings Acct	\$6,861.99	\$6,887.94	\$6,888.00
502-11000 FNBA Credit Cards Acct	\$324,843.57	\$178,124.43	\$24,377.83
805-12000 FNBA Certificate of Deposits	\$479,725.10	\$480,442.09	\$480,572.00
	\$19,541,093.38	\$17,277,002.70	\$15,527,797.84
5 1 11 6 1 4 11 11 5 11 11			
Fund # Cash Allocation Reconciliation	Ć4 422 054 07	ĆE 255 740 00	ć4 227 77C 25
101 General Fund	\$4,433,851.07	\$5,255,710.89	\$4,227,776.35
104 Permanent Fund	\$8,534,668.01	\$8,929,994.81	\$9,351,391.93
203 Ambulance Replacment Fund	\$54,304.83	\$63,028.51	\$63,028.57
333 2012 Snowpocalypse	N/A	N/A	(\$764,119.33)
401 General Projects & Grant Admn	(\$103,585.88)	(\$168,774.59)	(\$425,394.04)
408 School ILP Building	N/A	\$105,242.89	\$49,151.32
410 Chip Seal C.I. P.	\$100,546.53	(\$61,634.45)	\$75,765.55
420 School Capital Project	\$2,552,396.89	\$834,553.54	\$814,683.84
426 Cordova Center Fund	\$1,456,881.79	\$288,501.97	\$492,909.33
430 Public Safety Building C.I. P.	N/A	(\$75,000.00)	(\$75,000.00)
435 Hospital Repair Project	N/A	(\$13,500.00)	(\$13,500.00)
442 Shipyard Building Project	N/A	(\$5,650.00)	(\$5,650.00)
444 Shipyard Fill Project	N/A	(\$5,000.00)	(\$5,000.00)
448 Sawmill Avenue Trail Project	N/A	(\$5,000.00)	(\$5,000.00)
502 Harbor Enterprise Fund	\$703,404.87	\$344,241.29	\$150,790.02
Sewer/Water Enterprise Fund	\$543,643.91	N/A	N/A
503 Sewer Enterprise Fund	N/A	\$78,802.27	\$80,430.07
504 Water Enterprise Fund	N/A \$1,232,282.24	\$199,704.11 \$246,429.45	\$124,609.31
505 Refuse Enterprise Fund	\$1,232,282.24	\$23,943.31	\$230,769.70 \$16,397.93
506 Odiak Camper Park Fund 602 Harbor & Port Projects	332,099.12 N/A	\$5,000.00	(\$30,910.86)
603 Sewer Projects	N/A N/A	\$7,775.00	\$2,478.83
604 Water Projects	N/A N/A	(\$237,937.56)	(\$311,137.56)
605 Solid Waste Projects	N/A N/A	\$68,936.43	\$68,936.43
	N/A N/A		
702 Harbor Fund Dep'n Reserve703 Sewer Fund Dep'n Reserve	N/A N/A	\$350,532.98 \$56,500.00	\$350,532.98 \$56,500.00
703 Sewel Fulld Dep'n Reserve	N/A N/A		\$100,000.00
704 Water Fund Dep'n Reserve	N/A N/A	\$100,000.00	\$300,000.00
805 Landfill Fund	N/A N/A	\$300,444.16 \$535,449.69	\$535,579.60
	N/A N/A		
911 E-911 Special Revenue Fund	\$19,541,093.38	\$54,708.00 \$17,277,002.70	\$71,733.71 \$15,527,797.84
	Ş17,J41,U33.36	Ş11,211,UU2.1U	04.04/,137,04

CITY OF CORDOVA EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 4 MONTHS ENDING APRIL 30, 2012

2012 SNOWPOCALYPSE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EMEDOENOV PROTECTIVE MEASURES					
	EMERGENCY PROTECTIVE MEASURES					
333-400-50010	OT PERM EMP - ADMN	.00	202.50	.00	(202.5	0. (0
333-400-50011	OT - REG EMP NONADMN	583.74	49,834.17	.00	(49,834.1	7) .0
333-400-50020	TEMP EMPLOYEES - REG PAY	320.00	74,135.00	.00	(74,135.0	0. (0
333-400-50021	TEMP EMPLOYEES- OVERTIME	.00	7,353.31	.00	(7,353.3	1) .0
333-400-50100	FICA	24.48	5,590.99	.00	(5,590.9	9) .0
333-400-50110	PERS	.00	592.58	.00	(592.5	.0 (8
333-400-50130	COMPENSATION INS.	38.59	5,771.28	.00	(5,771.2	0. (8
333-400-50140	ESC	20.54	2,941.78	.00	(2,941.7	.0 (8
333-400-51010	SAFETY EQUIP & SUPPLIES	.00	1,860.15	.00	(1,860.1	5) .0
333-400-51020	OPERATING SUPPLIES	569.00	1,599.73	.00	(1,599.7	.0
333-400-51022	EOC SUPPLIES	.00	6,883.49	.00	(6,883.4	9) .0
333-400-51023	FOOD COSTS FOR PARTICIPANTS	.00	9,237.73	.00	(9,237.7	.0
333-400-51025	EMERGENCY SHELTER EXPENSES	.00	4,405.78	.00	(4,405.7	0. (8
333-400-52000	COMMUNICATIONS	.00	37.29	.00	(37.2	9) .0
333-400-52070	MOU/CONTRACT - HVY EQUIP	3,286.50	373,455.89	.00	(373,455.8	9) .0
333-400-52075	MOU/CONTR OTHER THAN HVY EQUIP	.00	143,770.75	.00	(143,770.7	(5) .0
333-400-52180	PROFESSIONAL SERVICES	.00	325.71	.00	(325.7	1) .0
333-400-54000	FUEL AND LUBE	418.68	30,608.50	.00	(30,608.5	.0
333-400-54010	REPAIRS AND MAINT	.00	1,151.07	.00	(1,151.0	7) .0
333-400-54020	HVY EQUIP REPAIR & MAINTENANCE	.00	7,837.77	.00	(7,837.7	.0
333-400-55010	EQUIPMENT, FURNISHINGS & TOOLS	639.18	36,920.57	.00	(36,920.5	.0
	TOTAL EMERGENCY PROTECTIVE MEASURES	5,900.71	764,516.04	.00	(764,516.0	4) .0
	TOTAL FUND EXPENDITURES	5,900.71	764,516.04	.00	(764,516.0	4) .0
	NET REVENUE OVER EXPENDITURES	(5,900.71)	(764,516.04)	.00	764,516.0)4 .0

City of Cordova Cordova Center 4/30/2012

		4/30/2012			
				2012	2012
		Total Project	Prior Years	Current year	Current year
Account Number	Account Title	Budget	Actual	Budget	Actual
426-300-40325	Investment Earnings	90,770.90	90,770.90	0.00	0.00
426-300-42195	Cordova Center Design	23,109.00	23,109.00	0.00	0.00
426-300-42200	Not Yet Known	0.00	0.00	0.00	0.00
426-300-43000	Deferred Revenue	0.00	(387,361.70)	387,361.70	387,361.70
426-310-42410	DOI FY03 S.2708	994,000.00	994,000.00	0.00	0.00
426-310-42420	HUD EDI B-04-SP-AK-0040	994,100.00	994,100.00	0.00	0.00
426-310-42430	DCCED 05-DC-039	25,000.00	25,000.00	0.00	0.00
426-310-42440	DCCED 06-DC-101	1,000,000.00	1,000,000.00	0.00	0.00
426-310-42450	DCCED 10-DC-011	1,000,000.00	1,000,000.00	0.00	0.00
426-310-42460	DCCED 11-DC-197	2,500,000.00	2,500,000.00	0.00	0.00
426-310-42470	DCCED 11-DC-626	2,000,000.00	2,000,000.00	0.00	0.00
426-310-45480	EVOSTC - Fed Grant	7,000,000.00	0.00	7,000,000.00	846,628.67
426-390-49998	Transfer from Permanent Fund	1,500,000.00	1,500,000.00	0.00	0.00
426-390-49999	Transfer from General Fund	0.00	0.00	0.00	0.00
	Total Revenue	17,126,979.90	9,739,618.20	7,387,361.70	1,233,990.37
426-401-00000	Phse I - From City Money	1,500,000.00	425,302.53	1,068,600.02	71,221.39
426-402-00000	Phse II - From City Money	0.00	6,097.45	0.00	0.00
426-411-00000	Phse I - DOI FY03 S.2708	994,000.00	994,000.00	0.00	0.00
426-412-00000	Phse II - DOI FY03 S.2708	0.00	0.00	0.00	0.00
426-421-00000	Phse I - HUDEDI B04SP-AK-0040	994,100.00	994,100.00	0.00	0.00
426-422-00000	Phse II - HUDEDI B04SP-AK-0040	0.00	0.00	0.00	0.00
426-431-00000	Phse I - DCCED 05-DC-039	25,000.00	25,000.00	0.00	0.00
426-432-00000	Phse II - DCCED 05-DC-039	0.00	0.00	0.00	0.00
426-441-00000	Phse I - DCCED 06-DC-101	1,000,000.00	1,000,000.00	0.00	0.00
426-442-00000	Phse II DCCED 06-DC-101	0.00	0.00	0.00	0.00
426-451-00000	Phse I - DCCED 10-DC-011	1,000,000.00	1,000,000.00	0.00	0.00
426-452-00000	Phse II - DCCED 10-DC-011	0.00	0.00	0.00	0.00
426-461-00000	Phse I - DCCED 11-DC-197	2,500,000.00	2,500,000.00	0.00	0.00
426-462-00000	Phse II - DCCED 11-DC-197	0.00	0.00	0.00	0.00
426-471-00000	Phse I - DCCED 11-DC-626	2,000,000.00	2,000,000.00	0.00	0.00
426-472-00000	Phse II - DCCED 11-DC-626	0.00	0.00	0.00	0.00
426-481-00000	Phse I - EVOSTC	7,000,000.00	681,238.32	6,318,761.68	165,390.35
426-482-00000	Phse II - EVOSTC	0.00	0.00	0.00	0.00
426-901-00000	Interfund Transfers Out	0.00	0.00	0.00	0.00
	Total Expenditures	17,013,100.00	9,625,738.30	7,387,361.70	236,611.74
	Net Totals	113,879.90	113,879.90	0.00	997,378.63

2012 BUDGET - SCHOOL PROJECT Period: 04/12

Account Number	Account Title	State Budget	Per GL Total Available	Per GL 2008 - 2011	Per GL 2012
School Capital Pr	oject				
Revenue					
420-300-40100	Bond Issue Proceeds	16,610,704.59	16,610,704.59	16,610,704.59	.00
420-300-40325	Investment Earnings	.00	262,168.89	262,168.89	.00
420-300-43000	Deferred Revenue	.00	.00	823,948.04-	823,948.04
Transfers					
420-393-41005	Transfer to School Dist	.00	200,000.00-	200,000.00-	.00
Total Reven	ue:	16,610,704.59	16,672,873.48	15,848,925.44	823,948.04
Mt Eccles Gym A	ddition				
420-403-50220	CM (by consultant)	91,982.00	91,982.00	91,982.00	.00
420-403-52100	Land Purchase	205,759.91	205,759.91	205,759.91	.00
420-403-52110	Site Investigation	.00	.00	.00	.00
420-403-52140	Design Services	413,919.00	413,919.00	413,919.00	.00
420-403-52150	Construction	6,090,955.00	6,084,932.89	6,084,932.89	.00
420-403-52160	Equipment	151,222.00	151,222.00	151,222.00	.00.
420-403-52170	District Admn Overhead	229,955.00	243,536.97	243,536.97	.00
420-403-52180	Art	22,996.00	22,996.00	22,996.00	.00
420-403-52190	Project Contingency	.00	.00	.00	.00
Total Mt Eco	les Gym Addition:	7,206,788.91	7,214,348.77	7,214,348.77	.00
Mt Eccles Renova	ation				
420-405-50220	CM (by consultant)	166,730.00	166,730.00	166,730.00	.00
420-405-52140	Design Services	833,650.00	830,398.89	830,398.89	.00.
420-405-52150	Construction	7,491,425.00	7,491,425.00	6,668,354.05	.00.
420-405-52160	Equipment	487,202.00	487,202.00	487,202.00	.00.
420-405-52170	District Admn Overhead	416,825.00	441,085.82	440,208.73	9,264.20
420-405-52180	Art	41,683.00	41,683.00	41,683.00	.00.
420-405-52190	Project Conteingency	.00	.00	.00	.00
Total Mt Eco	les Renovation:	9,437,515.00	9,458,524.71	8,634,576.67	9,264.20
Total Expend	diture:	16,644,303.91	16,672,873.48	15,848,925.44	9,264.20
Net Grand To	otals:	33,599.32-	.00	.00	814,683.84

Susan Bourgeois

From:

kacshfam@gci.net

Sent:

Monday, April 16, 2012 12:01 PM

To: Subject: Susan Bourgeois Resignation

Mayor and City Council,

Effective immediately, to prevent a conflict of intrest, I must resign from City Council.

Thank you,

James Kacsh 4-17-2012



PO Box 705 Cordova, Alaska 907-424-5800 x225

City Council City of Cordova 602 Railroad Avenue Cordova, Alaska 99574

April 26, 2012

Dear City of Cordova,

The Prince William Sound Science Center has rented property at 300 Breakwater Avenue from the City of Cordova for many years. PWSSC has been pleased to serve the research and education needs of Cordova and other communities that depend on renewable resources of Prince William Sound and the Northern Gulf of Alaska since 1989. We look forward to continuing our partnership with the City of Cordova and maintaining our presence as a key employer in the community.

It is in the best interest of both the city and the Science Center to support PWSSC's use of the property we currently occupy. Therefore, per our conversation at the city council meeting on April 4th, 2012, we respectfully request that you renew the Prince William Sound Science Center's building rental agreement under the previous terms for the facility we occupy at 300 Breakwater Avenue.

Regards,

Katrina Hoffman President and CEO

Prince William Sound Science Center

khoffman@pwssc.org

Diane Wiese

P.O. BOX 1031 6.5 MILE COPPER RIVER HIGHWAY CORDOVA, AK 99574 TEL 907-424-7754 FAX 907-424-7756

windybay@ctcak.net

RECEIVED

MAY 0 3 2012

City of Cordova

May 2, 2012 City Of Cordova Mayor of Cordova City Council Members Cordova AK 99574

Dear Recipients

During the winter, every year, the City of Cordova uses our front yard for a snow dump. We are usually out of town from mid January to Mid March. This year we had an unusual amount of snowfall and while we were out of town the City dumped massive amounts of snow in our front yard. Just to clarify, the City neither has written permission or a contract to dump snow on our personal property but they do it every year. On a year of normal snowfall this really wasn't a problem. At one point this year, the City's snow pile on my property was about 30 feet high. Upon returning to Cordova, during the 2nd week of March I went to the City and personally met Mo, and asked him to re-move the snow that the city dumped on our property. During this time the City was removing snow piles that had built up all over and were dumping into the bay. Even tho asked, the city failed to remove the snow that they dumped in my yard. You can see by the photo taken from my front deck, that the snow pile, courtesy of the City of Cordova, was as high as the Songer's warehouse in the background of the photo, across the street. The photo was taken April 6th, after I had already made to calls to the City for the removal of their snow dump. In the photo John Paul & John Derek are shoveling out the sawmill to get it ready for a job cut-



ting 8x8's for a local construction company. You can see I'm not talking about a small pile of snow that the City pushed onto our property but a massive pile left in our yard.



The above photo, taken May 2nd, shows the City snow dump on our property where we use to park our boats and trailers. We still can't get logs onto our sawmill because of all the snow. We did rent a loader from a local construction company and moved part of the snow at our own expense to the back of our lot. We are not responsible to pay for the removal the snow that the City dumped on our property so that we can use our property again. All we were asking was that it was moved in a timely matter. That was nine weeks ago.

At one point several weeks ago (7-8), Bill Howard came out and took two scoops of snow away and told John Paul that he had an emergency and would be back to clear the snow. No snow has been cleared in the meantime. Since the middle of March, I talked to Mo, 3 more times asking for the snow to be removed. He keeps telling me that Bill Howard talked to John Paul. John Paul said that the only conversation that has transpired between he & Bill, is that Bill told him when he was removing those 2 scoops of snow with the loader, that he was going to return to finish the job. He never returned. I talked to City Planner, Sam Greenwood & she told me that she talked to Bill. I also asked Councilman Cheshire what I could do about the situation and he said, "keep calling the City". So, Monday, April 30th, I talked to Mo again, demanding that the snow be removed as it is blocking use of our sawmill and covering our boat & trailer parking

area. He said he would talk to Bill. I also talked to Mayer Kallander on Monday, April 30th about the City's use of our personal land as a snow dump and he said he would call the City Shop and talk to Bill Howard personally.

Because of the City dumping massive amount of snow onto my personal property, rendering my property useless to me, I am enclosing a bill for the daily rental of my property. The formula I used is the formula that the City Harbor Dept. gave me & uses when they charge me (or anyone) a daily fee to park my gillnetter F/V Fast Break in the City Harbor. Even if I park in my gillnetter in my already pre-paid seine boat stall I am charged this daily fee. Since the City's snow pile on my personal property is taking up valuable parking space for our two family gillnetters, the City will be billed as follows as long as the snow pile remains. The City Harbor Dept. charges .82 per foot per day for any boat parked in the harbor if you pre-pay, with the Harbor Master. If this stall is not pre-paid, the City charges .97 per foot, per day. The City has been using my yard since before January for a snow dump, but since I wasn't in town and I did not need the use of my property until 9 weeks ago, I'll be nice and let that go. My 1st meeting with Mo, to have the snow removed, was approximately March 12th.

March: 19 days parking for 2, 36 foot gillnetters (not prepaid, .97 per foot, per day, 34.92 per day, per boat or 69.84 per day). March total is \$1326.96

April: 30 days at 69.84 per day \$2095.20

As the invoice states, the rent for March & April is \$3422.16, if you prepay for May & June the total is \$7023.60. The pre-pay fee for May & June .82 per foot, per day for the 2 gillnetters or \$59.04 per day, due by the 5th of May. Otherwise the property rent remains at a daily rate of \$69.84 until it melts or is removed.

Yes, it would have been a lot cheaper for the City to remove their snow pile from my private property the first time I asked. If you think this bill is expensive you should check into the legalities (incl. EPA requirements) for the City dumping anything onto a private citizens property! Have a great day!

Sincerely yours,

Diane Wiese

Díane's Garden

P.O. BOX 1031 6.5 MILE COPPER RIVER HWY CORDOVA ALASKA

Bill To:

APR 3 0 2012

City Of Cordova Public Works Dept

Cordova Alaska 99574

Date Invoice No.
RECEIVED 05/03/12 102

MAY 03 2012

City of Cordova

Description	Amount	
March Snow Dump Storage Private Property 19 Days March 2012 April Snow Dump Storage Private Property 30 Days April 2012 May Snow Dump Storage Private Property 31 Days May 2012 Prepay June Snow Dump Storage Private Property 30 Days June 2012 Prepay		1,326.90 2,095.20 1,830.24 1,771.20
Please Make Your Check Out To: Diane's Garden P.O. Box 1031 Cordova Alaska 99574		
	Total	\$7,023.60

DEPARTMENT OF NATURAL RESOURCES

DIVISION OF PARKS AND OUTDOOR RECREATION OFFICE OF HISTORY AND ARCHAEOLOGY SEAN PARNELL, Governor

550 WEST 7th AVENUE, SUITE 1380 ANCHORAGE, ALASKA 99501-3561 PHONE: (907) 269-8694

FAX: (907) 269-8907

April 27, 2012

Re: FFY12 Award Notifications

Historic Preservation Fund: CLG 2nd Round

Dear Certified Local Government Applicant:

The State of Alaska Office of History and Archaeology (OHA) received seven grant applications for Historic Preservation Fund (HPF) assistance from Certified Local Governments (CLGs) in response to its second call for federal fiscal year 2012 projects.

The Alaska Historical Commission met March 27-28, 2012 to review and rank the applications. With roughly \$55,000 to award and \$128,000 in requests, the Commission recommended the following. The State Historic Preservation Officer has concurred with these recommendations. Thus, we are pleased to announce the second round awards for 2012 CLG projects, as follows:

Sponsor: CLG	Project Name	Federal Award
City of Cordova	Pioneers of Alaska Igloo #19	5,255.00
City of Fairbanks	Main School Classroom Renovation	16,000.00
City and Borough of Juneau	Treadwell Signage	16,500.00
City and Borough of Juneau	Memorial Building (funding for historic preservation)	7,550
Municipality of Anchorage	Oscar Anderson House (brochure or app)	9,868
City & Borough of Sitka	Sheldon Jackson signage	0
City of Seward	Training	0
	Total	\$ 55,173.00

If you have any questions, please e-mail the HPF grants administrator at jean.ayers@alaska.gov or call 907-269-8694.

Sincerely,

Judith Bittner

State Historic Preservation Officer

STATE OF ALASKA

DEPARTMENT OF REVENUE

Tax Division

Sean Parnell, Governor

- ☐ State Office Building PO Box 110420 Juneau, AK 99811-0420 907.465.2320
- \$ 550 W 7th Ave Suite 500 Anchorage, AK 99501-3555 907.269.6620

www.tax.state.ak.us

May 1, 2012

The Honorable Jim Kallander Mayor, City of Cordova PO Box 1210 Cordova, AK 99574

Dear Mayor Kallander,

This is to notify you that the owners of the Trans Alaska Pipeline System ("TAPS") - BP Pipelines (Alaska) Inc., ConocoPhillips Transportation Alaska, Inc., ExxonMobil Pipeline Company, Unocal Pipeline Company, Koch Alaska Pipeline Company, LLC, and Alyeska Pipeline Service Company, as Agent for the TAPS Owners, have filed an objection to the court ordered March 6, 2012 supplemental assessment of TAPS for tax years 2007, 2008 and 2009.

Sincerely,

James H. Greeley, Jr.

State Petroleum Property Assessor

cc: Mark Lynch, City Manager

May 6, 2012

Mr. Mayor and Council members:

I read in the Cordova Times that council member Kacsh is compelled to resign from office due to nepotism provisions in the City Charter. I further understand that Vice Mayor Reggiani finds himself in a similar position and might also be forced to resign from service. I recall another, similar circumstance with council member Cheshier some time ago. As a voter who supported all of these fine volunteers I am concerned that if we allow these ridiculous pretenses of resignation and possible reappointment to continue, it has the potential to nullify the will of the voters and discourage other willing citizens from serving their community. It is time to fix this.

This is a small community with limited employment options and a high degree of personal accountability. Perhaps there were at one time good reasons to adopt the confusing language of Section 4-3 of the Cordova City Charter but given the repeated occurrences of the alleged conflicts recounted above, it's clearly time to consider whether it remains a useful check on the conduct of our elected officials or a hindrance to their effectiveness. Traditional definitions of nepotism are centered on the "hire/fire" relationship and the concept of "without merit". In our situation, the Council has two employees – the City Manager and Clerk – and familial links along this line of authority and meritless appointment are clearly inappropriate. Further down the line, while the potential for patronage always exists, we must balance this with the realities of our small town. Certainly, competitive hire for summer/seasonal jobs for young people should not and cannot reasonably form the basis of a nepotism argument.

I encourage the Council to develop more suitable Charter language – that which avoids pointless Council resignations – and put it before the voters at the first opportunity. In the interim, perhaps City legal counsel should be asked to devise an acceptable legal strategy and interpretation of Section 4-3 which facilitates the functioning of the Council rather than the opposite. On-the-record disclosure will suffice for most instances where there is an appearance of conflict.

Sincerely,

George

PS: I am not available for committee work on this subject.

George Covel Sea-Run Fisheries P.O. Box 984 Cordova, AK 99574 907-424-7469 ph 907-253-7469 cell searun@gci.net

MEMORANDUM

TO: CITY OF CORDOVA CITY COUNCIL

FROM: HOLLY C. WELLS, BIRCH HORTON BITTNER & CHEROT

RE: RESOLUTION NO. 05-12-25

CLIENT: CITY OF CORDOVA, ALASKA

FILE NO.: 401,777.199

DATE: MAY 9, 2012

Purpose of City of Cordova Resolution No. 05-12-25

The City of Cordova ("City") is one of the largest employers in Cordova and has a small population. As a result, there is a relatively small pool of candidates for City Council, Mayor, and City Manager as well as for all other City positions. The restriction in Section 4-3 of the City Charter prohibits the City Manager, Mayor or Council from hiring certain family members of a City Council Member, the Mayor or the City Manager. This restriction is unrealistic for a community Cordova's size and may discourage members of the community from applying or running for executive and legislative positions within the City. It also may lead to untimely resignations of duly elected City officials. For these reasons, Resolution No. 05-12-25 is before you for consideration to place such a Charter amendment on the ballot of the next Regular Election. If the voters so choose, the prohibition in the City Charter against employing family members of City Council members, the Mayor and/or the City Manager will be removed.

CITY OF CORDOVA, ALASKA RESOLUTION 05-12-25

A RESOLUTION PLACING A BALLOT PROPOSITION BEFORE THE VOTERS AT THE REGULAR ELECTION ON MARCH 5, 2013 AMENDING ARTICLE IV, SECTION 4-3 TO REMOVE THE PROHIBITION OF EMPLOYMENT OF COUNCIL MEMBER, CITY MANAGER, AND MAYOR FAMILY MEMBERS

WHEREAS, The City Council recognizes that the City of Cordova ("City") is one of the largest employers in the City; and

WHEREAS, the City Council recognizes that a restriction upon the hiring of certain family members of City Council members, the Mayor, and the City Manager discourages members of the community from applying or running for such positions and leads to untimely resignations of duly elected City officials; and

WHEREAS, this restriction on Council member, Mayor and City Manager family member applicants limits the pool of qualified candidates for City positions; and

WHEREAS, the City Council deems it in the best interest of the City of Cordova to amend Charter Section 4-3 to remove restrictions on employment of Council Member, Mayor, and City Manager family members for the above stated reasons.

NOW, THEREFORE BE IT RESOLVED that the voters of the City be presented with a charter amendment to amend Article IV, Section 4-3 as set out below [deleted language stricken through]:

Charter Section 4-3. Nepotism, hHold more than one office or position.

Neither the city manager, the council nor any other authority of the city government, may appoint or elect any person related to the mayor, to any councilman, to the city manager, or to himself, or, in the case of a plural authority, to one of its members, by affinity or consanguinity within the third degree, to any office or position of profit in the city government; but this shall not prohibit an officer or employee from continuing in the service of the city.

Except as may be otherwise provided by this charter or by ordinance, a person may hold more than one office or position in the city government. The city manager may hold more than one such office or position through appointment by himself, by the council or by other city authority having power to fill the particular office or position, subject to any regulation which the council may make by ordinance. The city manager may not receive compensation for service in such other offices and positions. The council may, by ordinance, provide that the city manager shall hold ex-officio any designated

administrative office or offices subordinate to the city manager as well as other designated compatible city offices, notwithstanding any other provision of this charter.

PASSED AND APPROVED THIS 14th DAY OF MAY, 2012.

	James Kallander, Mayor
Attest:	
	Susan Bourgeois, City Clerk

A MEMO FROM SUSAN BOURGEOIS, CITY CLERK

DATE: May 1, 2012

TO: Mayor and City Council

SUBJECT: 2012 Property Assessment Roll Certification

Attached is the Clerk's certification of the 2012 property assessment roll with the reports of total assessed value, taxable value and exempt value. A brief analysis follows:

- 1) in ten years Cordova's total assessed value has gone up an average of 3.8% per year yet taxes collected have gone up an average of 1.4% per year over the same 10 years (hugely due to the \$500K cut between 2010 and 2011)
- 2) taxable vs. exempt has been slowly leaning toward taxable; now at 55.5%: 44.5% best explanation of this is the sale of City land and the decrease in senior exempt properties (i.e. both being sold into taxable ownership)

A "mill rate scenarios" worksheet has been provided to assist Council in establishing a mill rate for the 2012 tax year. The 2012 budget includes \$1.5 million for property tax revenues. The dollar amount in the column second from the right, inside the box, indicates the total that would be collected at the specified mill rates. Council needs to establish the mill rate by June 15, 2011. I will bring a resolution to the June 6, 2012 meeting for your approval. I ask that you consider giving direction tonight as to what **other** scenarios you would like to see on the worksheet provided for the June 6 Regular Meeting.

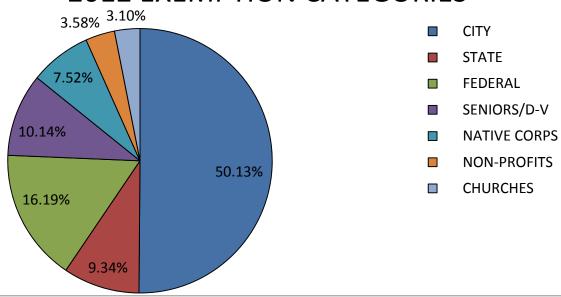
STAFF RECOMMENDATION: Adopt certification of the 2012 assessment roll.

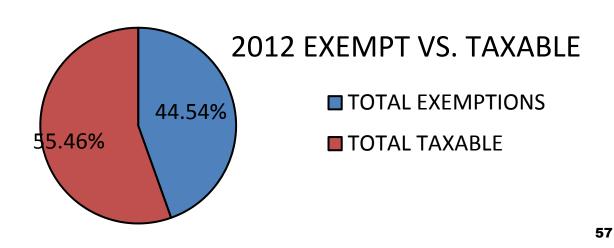
REQUIRED ACTION: Majority voice vote.

THREE YEARS COMPARISON OF EXEMPT VALUE TO TAXABLE VALUE

	2012	%	2011	%	2010	%
TOTAL LAND	\$76,701,400	26.13%	\$76,537,700	26.62%	\$75,303,050	27.82%
TOTAL I MPROVEMENTS	\$216,785,860	73.87%	\$210,943,760	73.38%	\$195,354,440	72.18%
TOTAL ASSESSED VALUE	\$293,487,260	100%	\$287,481,460	100%	\$270,657,490	100%
TOTAL EXEMPTIONS	\$130,722,764	44.54%	\$128,619,400	44.74%	\$124,237,950	45.90%
TOTAL TAXABLE	\$162,764,496	55.46%	\$158,862,060	55.26%	\$146,419,540	54.10%
EXEMPTI ONS:						
CITY	\$65,527,700	50.13%	\$63,665,000	49.50%	\$62,011,200	49.91%
STATE	\$12,211,300	9.34%	\$11,895,600	9.25%	\$10,960,700	8.82%
FEDERAL	\$21,165,000	16.19%	\$20,752,500	16.13%	\$20,443,200	16.45%
SENI ORS/ D-V	\$13,253,064	10.14%	\$13,835,900	10.76%	\$12,326,200	9.92%
NATI VE CORPS	\$9,836,200	7.52%	\$9,798,800	7.62%	\$10,083,350	8.12%
NON-PROFITS	\$4,682,900	3.58%	\$4,494,400	3.49%	\$4,463,100	3.59%
CHURCHES	\$4,046,600	3.10%	\$4,177,200	3.25%	\$3,950,200	3.18%
TOTAL EXEMPTIONS	\$130,722,764	100%	\$128,619,400	100%	\$124,237,950	100%







CITY OF CORDOVA TEN YEARS OF PROPERTY ASSESSMENTS COMPARISON

TAX	PROP TAX	%	MILL	TAXABLE	%	EXEMPTED	%	TOTAL	%
YEAR	COLLECTED	chg	RATES	ASSESSMENT	chg	ASSESSMENT	chg	ASSESSMENT	chg
	_								
2002	\$1,398,363		13.50 & 12.50	\$105,559,408		\$97,613,212		\$203,172,620	
2003	\$1,455,977	4.1%	13.50 & 12.50	\$109,433,718	3.7%	\$97,741,372	0.1%	\$207,175,090	2.0%
2004	\$1,493,619	2.6%	14.00 & 13.00	\$109,591,140	0.1%	\$100,413,210	2.7%	\$210,004,350	1.4%
2005	\$1,584,360	6.1%	14.00 & 13.00	\$114,867,647	4.8%	\$106,751,693	6.3%	\$221,619,340	5.5%
2006	\$1,599,752	1.0%	13.35 & 12.35	\$121,859,603	6.1%	\$115,678,687	8.4%	\$237,538,290	7.2%
2007	\$1,621,154	1.3%	13.35 & 12.35	\$123,424,858	1.3%	\$114,058,652	-1.4%	\$237,483,510	0.0%
2008	\$1,660,068	2.4%	13.00 & 12.00	\$129,773,078	5.1%	\$122,555,522	7.4%	\$252,328,600	6.3%
2009	\$1,756,300	5.8%	14.50 & 13.50	\$137,305,360	5.8%	\$123,808,050	1.0%	\$261,113,410	3.5%
2010	\$2,093,027	19.2%	13.90 & 12.90	\$146,419,540	6.6%	\$124,237,950	0.3%	\$270,657,490	3.7%
2011	\$1,506,150	-28.0%	9.70 & 8.70	\$158,862,060	8.5%	\$128,619,400	3.5%	\$287,481,460	6.2%
2012	unknown		not yet set	\$162,764,496	2.5%	\$130,722,764		\$293,487,260	2.1%
2012	tbd		ANNEXED AREA	\$34,264,000		\$23,961,400		\$58,225,400	
2012	tbd		ORIG CITY AREA	\$128,500,496		\$106,761,364		\$235,261,860	

average % changes over 10 years

1.4% 2.8% 3.8%

TOTAL TAXABLE VALUE IS \$162,764,496, THEREFORE, EACH MILL GAINS \$162,764.50 IN PROPERTY TAXES

	IF MILL RATES STAY THE SAME AS LAST YEAR								
	Total Tax Revenue by Area								
In Town Total Taxable	\$128,500,496.00		\$1,246,454.81						
in town mill rate		9.7							
Out of Town Total Taxable out of town mill rate	\$34,264,000.00	8.7	\$298,096.80						
total taxable	\$162,764,496.00	6.7	\$1,544,551.61	TOTAL PROPERTY TAXES					

	CLOSEST TO BUDGET	ED REVENUE AN	MOUNT OF \$1.5M	
	mill rate de	crease of .27 mills	or 3%	
		Total	Tax Revenue by Area	
In Town Total Taxable	\$128,500,496.00		\$1,211,759.68	
in town mill rate		9.43		
Out of Town Total Taxable	\$34,264,000.00		\$288,845.52	
out of town mill rate		8.43		
total taxable	\$162,764,496.00		\$1,500,605.20	TOTAL PROPERTY TAXES
TO GE	T CLOSEST TO \$1.7EN	N OD ÇZEOK MO	RE THAN BUDGETED	
10 01		ase of 1.26 mills o		
	min rate micre	ase of 1.26 mills of	1 13%	

	mill rate incre	ease of 1.26 mills or 139	%	
		Total Tax Revenu	e by Area	
In Town Total Taxable	\$128,500,496.00		\$1,408,365.44	
in town mill rate		10.96		
Out of Town Total Taxable out of town mill rate	\$34,264,000.00	9.96	\$341,269.44	
total taxable	\$162,764,496.00		\$1,749,634.88	TOTAL PROPERTY TAXES

	TO GET \$2M OR \$5	00K MORE TH	AN BUDGETED	
	mill rate inci	rease of 2.8 mills	or 29%	
		Total Tax R	evenue by Area	
In Town Total Taxable	\$128,500,496.00		\$1,606,256.20	
in town mill rate		12.50		
Out of Town Total Taxable out of town mill rate	\$34,264,000.00	11.50	\$394,036.00	
total taxable	\$162,764,496.00	11.50	\$2,000,292.20 TOTAL PROPERTY TAXES	



CITY OF CORDOVA

City of Cordova 602 Railroad Ave. P.O. Box 1210 Cordova, Alaska 99574

Phone: (907) 424-6200 Fax: (907) 424-6000

 $Email: \underline{citymanager@cityofcordova.net}$

Web: www.cityofcordova.net

Office of City Manager

May 8, 2012

Memo to City Council Re: Boardwalks

CMC 5.12.040 "Council approval of contracts" says:

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

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

I recommend the city enter into a contract with DHI Consulting Engineers of Anchorage, Alaska, to perform professional services associated with preliminary design for harbor boardwalks.

The contract price is \$26,400 lump sum for: Fees – Site Survey thru Construction Cost Estimate. The contract estimate price is \$2,600 for: Reimbursable Items.

The nature and quantity of the performance the city shall receive is set forth in the attached "Cordova Boardwalk Improvements – Scope of Service and Fee Proposal" (EXHIBIT A)

The time for performance under the contract is estimated to be 8 weeks from authorization to proceed.

Recommended action: Voice Vote.

I move to direct the City Manager to enter into a contract (EXHIBIT B) with DHI Consulting Engineers for professional services to perform a preliminary design for harbor boardwalks.

Thank you,

Mark Lynch City Manager

EXHIBIT A



April 25, 2012 WO 12994

Mark Lynch City of Cordova PO Box 1210 Cordova, AK 99574

RE:

Cordova Boardwalk Improvements

Scope of Services and Fee Proposal

Dear Mr. Lynch,

The following is our Scope of Services and Fee Proposal for preparing a preliminary design for the construction of boardwalks along the north and easterly sides of the small boat harbor.

I. SCOPE OF SERVICES:

To prepare a set of plans that the Contractor can use to prepare a proposal for a Design/Build Contract, we will need to have accurate information about the contours and improvements that exist along the proposed alignment of the boardwalks. Our Scope of Services will include the following:

a. Site Survey:

DHI will send a survey crew to Cordova to as-built the areas in and around the alignment of the proposed boardwalk. The survey will be tied into local horizontal and vertical control monuments. The surveyor will attempt to find property corners adjacent to the project, pick up ground elevations, and locate any improvements which are visible at the time of survey. While in town, the Surveyor will meet with the appropriate utility companies to get "Field Locates" for possible buried utilities in the area of interest.

b. Preliminary Design:

DHI will provide a conceptual set of design plans which will show the existing site conditions, contours, the alignment of the proposed walkway, typical sections and details showing the type of construction that the City would like for the boardwalk improvements. We will use a Structural Consultant to address the structural components of the boardwalk. The level of design completion will be about 35% (conceptual) which should be adequate for a Contractor to prepare a Design/Build proposal for the complete design and construction of the boardwalks.

c. Construction Cost Estimate:

Using a Design Consultant (HMS, Inc.), we will prepare a Construction Cost Estimate for the City to use in preparing a budget for the design and construction of the boardwalk. This construction estimate, along with the preliminary design drawing is intended to be used by the City in preparing an RFP for soliciting a Design/Build team to build the project.

II. FEES:

The following is our fee for providing the design, permitting, and survey services as outlined above.

a.	Site Survey	T&M	\$ 7,889.00
b.	Preliminary Design & Details	T&M	\$ 9,976.00
C.	Construction Cost Estimate	T&M	\$ 8,595.00

Total Estimated Fees: \$26,460.00

The above fees are based on the assumption that the work will start within 30 days of this proposal and that all work will be completed with 2 months of the proposal date. Should the work start, stop or not be completed with this time frame, the above fee will be subject to renegotiation.

III. SCHEDULE

We can begin work within 5 days of your acceptance of this proposal and upon receipt of all the project information we need to begin work. We will complete our work within 8 weeks of receiving your authorization to proceed.

IV. REIMBURSABLE ITEMS:

Direct expenses will be charged to the project at cost plus ten percent. Direct expenses include such items as printing and copying, binding and collating of documents, long distance calls, computer plots, purchase of maps and/or aerial photography. Our estimated direct expenses are \$2,600.00.

V. EXCLUSIONS:

We have excluded from our Scope of Services and Fees services related to the geotechnical investigation, the preparation of design and contract documents, bid and construction phase services; Payment of City, State and Federal Fees, and preparation of record/as-built drawings.

See the attached agreement which completes this proposal. Let me know if you have any questions.

994proposal ltr.doc

Dimond Center Tower, 5th Floor • 800 East Dimond Blvd. Suite 3-550 • Anchorage, Ak. 99515 Ph (907) 344-1385 • Fax (907) 344-1383 • Email: admn@dhialaska.com

EXHIBIT B

AGREEMENT FOR CONSULTING SERVICES

City of Cordova and DHI Consulting Engineers ("DHI") agree that the following terms and conditions will apply to any services, including subsequent services and changes, (collectively "Services") to be provided by DHI relating to the Proposed Boardwalks along the north and easterly sides of the Small Boat Harbor (collectively the "Agreement"):

1. STANDARD OF CARE

Services performed by DHI will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other professionals currently practicing under similar conditions in the same locality, subject to the time limits and financial, physical or other constraints applicable to Services. No warranty, express or implied is made.

2. INVOICES AND PAYMENT TERMS

A. Unless otherwise specified in any proposal, DHI will submit monthly invoices to the City of Cordova and final bill upon completion of Services. The City of Cordova shall notify DHI within ten (10) days of receiving an invoice if they have any dispute with the invoice. The parties shall promptly resolve any disputed items. Full payment is due prior to delivery of DHI's final deliverable. Payment on undisputed invoice amounts is due upon receipt of invoice by the City of Cordova and is past due thirty (30) days from the date of the invoice. The City of Cordova agrees to pay a finance charge of one and one-half percent (1½%) per month (18% per annum), or the maximum rate allowed by law, on past due accounts. If payment remains past due sixty (60) days from the date of the invoice, then DHI shall have the right to suspend or terminate all Services under this Agreement, without prejudice or penalty. The City of Cordova will pay all reasonable demobilization and other suspension or termination costs. The City of Cordova agrees to pay attorneys' fees, legal costs, and all other collection costs incurred by DHI in pursuit of past due payments.

B. Where the cost estimate for the Services is "not to exceed" a specified sum, DHI shall notify the City of Cordova before each limit is exceeded, and shall not continue to provide Services beyond such limit unless the City of Cordova authorizes an increase in the amount of the limitation. If a "not to exceed" limitation is broken down into budgets for specific tasks, the task budget may be exceeded without the City of Cordova authorization as long as the total limitation is not exceeded.

3. CHANGES

The City of Cordova and DHI recognize that it may be necessary to modify the Scope of Services, schedule, and/or cost estimate proposed in this Agreement. Such changes shall change the Services, schedule, and/or the cost, as may be equitable under the circumstances. DHI shall notify the City of Cordova in a timely manner when it has reason to believe a change to the Agreement is warranted. DHI shall prepare a change order request outlining the changes to the scope, schedule, and/or cost of the project. The City of Cordova has a duty to promptly consider the change order request and advise DHI in a timely manner in writing on how to proceed. If after a good faith effort by DHI to negotiate modifications to the scope of Services, schedule, and/or cost estimate, an agreement has not been reached with the City of Cordova, then DHI shall have the right to terminate this Agreement, without prejudice or penalty, upon written notice to the City of Cordova.

4. DELAYS AND FORCE MAJEURE

A. If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous materials or conditions are encountered, Services under this Agreement may be delayed. The City of Cordova shall not hold DHI responsible for damages or delays in performance caused by acts of omissions of the City of Cordova, its subcontractors, governmental authorities, regulatory agencies, civil or labor unrest, acts of God, nature, or terror, disruptions of the Internet, DHI's electronic telecommunications or hosting services or any other events that are beyond the reasonable control of DHI. In the event of any such delays, the contract completion date shall be extended accordingly and the City of Cordova shall pay DHI for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays.

B. Delays in excess of thirty (30) days within the scope of this Article shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

5. INDEMNIFICATION

A. DHI agrees to indemnify and save harmless the City of Cordova and its officers, directors, and employees from and against all claims, damages, losses or expenses arising from personal injury, death, or damage to third-party property to the extent that all such claims, damages, losses or expenses are finally determined to result directly from DHI's negligence. Such indemnification, as limited by Article 6, Limitation of Liability, shall be the City of Cordova's sole and exclusive remedy against DHI.

B. The City of Cordova shall, at all times, defend, indemnify and save harmless DHI and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses, and expenses (including but not limited to reasonable attorneys' fees, and court and arbitration costs), arising out of or resulting from the Services of DHI, including but not limited to claims made by third parties, or any claims against DHI arising from the acts, errors or omissions of the City of Cordova, its employees, agents, contractors and subcontractors or others. To the fullest extent permitted by law, such indemnification shall apply regardless of breach of contract or strict liability of DHI. Such indemnification shall not apply to the extent that such claims, damages, losses or expenses are finally determined to result directly from DHI's negligence.

6. LIMITATION OF LIABILITY

A. The City of Cordova shall immediately notify DHI in writing of any deficiencies or suspected deficiencies arising directly or indirectly from DHI's negligent acts, errors or omissions. Failure by the City of Cordova to notify DHI shall relieve DHI of any further responsibility and liability from such deficiencies. To the extent permitted by law, the City of Cordova and DHI agree that all liability arising directly or indirectly form this Agreement or the Services of DHI shall expire no later than one (1) year from the date of DHI's acts, errors, or

omissions or prior to the last date allowed in the applicable statute of limitations, whichever occurs first in time.

- B. The City of Cordova agrees to limit the liability of DHI, its affiliates, and their respective employees, officers, directors, agents, consultants and subcontractors ("DHI Group") to the City of Cordova, its employees, officers, directors, agents, consultants and subcontractors, whether in contract tort, or otherwise, which arises from DHI's acts, negligence, errors or omissions, such that the total aggregate liability of the DHI Group to all those named shall not exceed Fifty Thousand Dollars (\$50,000) or DHI's total fee for the Services rendered under this Agreement, whichever is greater.
- C. Neither party shall be responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, loss of data or any other special, indirect, consequential or punitive damages.

7. INSURANCE

- A. DHI maintains insurance coverage with the following limits:
 - (I) Workers' Compensation in compliance with statutory limits
 - (ii) Automobile Liability
 Combined Single Limit \$1,000,000
 - (iii) Commercial General Liability
 Each Occurrence \$1,000,000
 General Aggregate \$2,000,000
- B. The City of Cordova shall not require DHI to sign any document or perform any Service which in the judgment of DHI would risk the availability or increase the cost of its Commercial General Liability insurance.

8. PROFESSIONAL WORK PRODUCT

- A. The Services provided by DHI are intended for one time use only. All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, and estimates and all electronic media prepared by DHI are considered its professional work product (the "Documents"). DHI retains all rights to the Documents.
- B. The City of Cordova understands and acknowledges that the Documents are not intended or represented by DHI to be suitable for reuse by any party, including, but not limited to, the City of Cordova, its employees, agents, subcontractors or subsequent owners on any extension of a specific project not covered by this Agreement or on any other project, whether the City of Cordova's or otherwise, without DHI's prior written permission. The City of Cordova agrees that any reuse unauthorized by DHI will be at the City of Cordova's sole risk and that the City of Cordova will defend, indemnify, and hold DHI harmless from any loss or liability resulting from the reuse, misuse, or negligent use of the Documents.

994proposal agreement

9. DATA AND INFORMATION

The City of Cordova shall provide to DHI all reports, data, studies, plans, specifications, documents and other information ("Project Information") which are relevant to the Services. DHI shall be entitled to rely upon the Project Information provided by the City of Cordova or others and DHI assumes no responsibility or liability for the accuracy or completeness of such. The City of Cordova waives any claim against DHI, and agrees to defend, indemnify and hold DHI harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the Project Information. DHI will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on DHI's data, interpretations or recommendations.

10. RIGHT OF ENTRY

The City of Cordova will provide for the right of entry for DHI, its subcontractors, and all necessary equipment in order to complete the Services under this Agreement. If the City of Cordova does not own the site, the City of Cordova shall obtain permission and execute any required documents for DHI to enter the site and perform Services. It is understood by the City of Cordova that in the normal course of work some surface damage may occur, the restoration of which is not part of this Agreement.

11. CONTROL OF WORK AND JOB-SITE SAFETY

A. DHI shall be responsible only for its activities and that of its employees and subcontractors. DHI's Services under this Agreement are performed for the sole benefit of the City of Cordova and no other entity shall have any claim against DHI because of this Agreement or the performance or nonperformance of Services hereunder. DHI will not direct, supervise or control the work of other consultants and contractors or their subcontractors. DHI does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any other contractor, subcontractor, supplier or other entities furnishing materials or performing any work on the project.

B. Insofar as job site safety is concerned, DHI is responsible only for the health and safety of its employees and subcontractors. Nothing herein shall be construed to relieve the City of Cordova or any other consultants or contractors from their responsibilities for maintaining a safe job site. DHI shall not advise on, issue directions regarding, or assume control over safety conditions and programs for others at the job site. Neither the professional activities of DHI, nor the presence of DHI or its employees and subcontractors, shall be construed to imply that DHI controls the operations of others or has any responsibility for job site safety.

12. <u>PUBLIC RESPONSIBILITY</u>

The City of Cordova has a duty to comply with applicable codes, standards, regulations and ordinances, with regard to public health and safety. While DHI performs the Services it will endeavor to alert the City of Cordova to any matter of which DHI becomes aware and believes requires the City of Cordova's immediate attention to help protect public health and safety, or which DHI believes requires the City of Cordova to issue a notice or report to certain public 994proposal agreement

officials, or to otherwise comply with applicable codes, standards, regulations or ordinances. If the City of Cordova decides to disregard DHI's recommendations in these respects, (I) DHI shall determine in its sole judgment if it has a duty to notify public officials, and (ii) DHI has the right immediately to terminate this Agreement upon written notice to the CLIENT without penalty.

13. TERMINATION

Either party may terminate this Agreement as a result of a material breach of the other party if the other party does not commence and continue to cure the breach within thirty (30) days of receipt of written notice of the breach from the non-breaching party. In the event of termination, DHI shall be paid for Services performed to the termination notice date, reasonable termination expenses, and a portion of its anticipated profits not less than the percentage of the contract services performed as of the termination notice date. DHI may complete such analyses and records as are necessary to complete its files and may also complete a report on the Services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of DHI in completing such analyses, records and reports.

14. DISPUTES

- A. All disputes, claims, and causes one party makes against the other, at law or otherwise, including third party or "pass-through" claims for indemnification and/or contribution, which amount to a claim more than \$50,000 shall be initiated, determined, and resolved by arbitration in accordance with the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, any claims by DHI against the City of Cordova involving failure to make payment pursuant of Article 2, Invoices and Payment Terms, as well as alleged misappropriation or misuse of DHI's Intellectual Property or Confidential Information may be resolved through any legal or equitable means or any form of alternative dispute resolution.
- B. In the event that one party makes a claim against the other, at law or otherwise, and then fails to prove such claim, then the prevailing party shall be entitled to all costs, including attorneys' fees incurred in defending against the claim.

15. INFORMATION MANAGEMENT

- A. The City of Cordova acknowledges that electronic media is susceptible to unauthorized modification, deterioration, and incompatibility and therefore the City of Cordova cannot rely upon electronic media versions of Documents. In the event of any discrepancy, DHI's hard copy shall prevail.
- B. Some DHI Products may be offered to the City of Cordova via the Internet and some DHI Products may utilize wireless radio communications. Atmospheric, meteorological, topographical and other conditions can affect the performance of any wireless device, software or technology (including, but not limited to information management solutions, hosting services, FTP and extranet services), just as application size, traffic, bottlenecks and other conditions can affect Internet access and upload and download speeds. The City of Cordova acknowledges that

these types of conditions and other similar conditions are beyond the reasonable control of DHI and that DHI makes no representations or guarantees that the City of Cordova will be able to access any particular DHI Product at any given time without any error or interruption.

16. <u>MISCELLANEOUS</u>

- A. This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No cancellation, modification, amendment, deletion, addition, waiver or other change in this Agreement shall have effect unless specifically set forth in writing signed by the party to be bound thereby. Titles in this Agreement are for convenience only.
- B. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third party beneficiaries are created by this agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties of this Agreement.
- C. The City of Cordova acknowledges and agrees that DHI can retain subconsultants, who may be affiliated with DHI, to provide Services for the benefit of DHI. DHI will be responsible to the City of Cordova for the Services and work done by all of its subconsultants and subcontractors, collectively to the maximum amount stated in Article 6, Limitation of Liability. The City of Cordova agrees that it will only assert claims against and seek to recover losses, damages or other liabilities from DHI and not DHI's affiliated companies. To the maximum extent allowed by law, the City of Cordova acknowledges and agrees it will not have any legal recourse and waives any expense, loss, claim, demand, or cause of action, against DHI's affiliated companies, and their employees, agents, officers and directors.
- D. No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.
- E. All representations and obligations (including without limitation the obligation of the City of Cordova to indemnify DHI in Article 5 and the Limitation of Liability in Article 6) shall survive indefinitely the termination of the Agreement. The City of Cordova acknowledges that it may not use DHI's name or any reference to the Services in any press release or public document without the express, written consent of DHI.
- F. Any provision, to the extent found to be unlawful or unenforceable, shall be stricken without affecting any other provision of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- G. All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of Alaska unless the law of another jurisdiction must apply for this Agreement to be enforceable.
- H. All notices required or permitted to be given hereunder, shall be deemed to be properly given if delivered in writing via facsimile machine, e-mail, regular mail, hand delivery or express courier addressed to the City of Cordova or DHI, as the case may be, at the addressee

set forth below in regard to the City of Cordova and as listed on the Proposal in regard to DHI, with postage thereon fully prepaid if sent by mail or express courier.

I. The City of Cordova represents and warrants that the individual signing this Agreement is an authorized representative of the City of Cordova and has authority to bind the City of Cordova.

17. AUTHORIZATION TO PROCEED

By signing below, the City of Cordova hereby authorizes DHI to proceed with the Services outlined in the Proposal and in accordance with this Agreement, which includes terms relating to payment, limitation of liability, insurance and indemnity, among many other important provisions. The City of Cordova also represents that any "purchase order" type document which the City of Cordova may issue subsequent to executing this Agreement, shall be for administrative or accounting purposes only, and that this Agreement shall supersede any such terms or conditions attached thereto in governing the performance of the Services.

DHI CONSULTING ENGINEERS	CLIENT:
	The City of Cordova
Signature	Signature
4/25/12	
Date 7	Date
Dee High	Mark Lynch
Name	Name
Owner	City Manager
Title	Title
I have the authority to bind the company.	I have the authority to bind the corporation
	Please address invoices to:
	City of Cordova
	PO Box 1210
	Cordova, AK 99574

COST ESTIMATE PER TASK

EIDM.	DUI Concult	ng Engineers			DBO IECT TITI E.	T TITI E.	C		111, 1	11 11			
-IKM:	DHI CONSUIT	FIRM: DHI Consulting Engineers			- 1	1111	Col	dova Small	Boat Harb	Cordova Small Boat Harbor/Boardwalk Improvements	Improve	ments	
TASK NO:	-	TASK DESCRIPTION:		Topographic S	Survey							DATE:	4/25/2012
GROUP:		METHOD OF PAYMENT:	PAYMENT:	윤	FPPE	T&E <			PREPA	PREPARED BY: De	Dee High	WO 12994	
SUB-						LABOR HOU	LABOR HOURS PER JOB CLASSIFICATION	CLASSIFICAT	TION				
TASK NO.		SUB-TASK DESCRIPTION	Principal/ Manager	Project Manager	Senior Engineer	Staff Engineer	Staff Engineer	Engineer Tech	Fld Survey 2 M.C.	Secretary			Subtotal
-	Field Work				4			9	40	2			\$6,170.00
	Note Reduction	on			1			9					\$545.00
	Countours						2	9					\$614.00
	Drafting							8					\$560.00
													\$0.00
													\$0.00
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TOTAL LA	TOTAL LABOR HOURS		0	0	5	0	2	56	40	5			
* LABOR R	* LABOR RATES (\$/HR)		\$150.00	\$125.00	\$125.00	\$115.00	\$97.00	\$70.00	\$125.00	\$50.00			
LABOR COSTS (\$)	STS (\$)		\$0.00	\$0.00	\$625.00	\$0.00	\$194.00	\$1,820.00	\$5,000.00	\$250.00			\$7,889.00
			EXPENSES					COMMENTS	TS.				
SUB- TASK NO.		ITEM(S)	(S)		QUANTITY	UNIT PRICE	TOTAL PRICE		<u>i</u>				
-	Travel (Round Trip)	d Trip)			2	\$500.00	\$1,000.00	WOIL TO					
1	Room & Board (6 nights)	rd (6 nights)			4	\$200.00	\$800.00						
-	Truck Rental				4	\$100.00	\$400.00						
1	Excess Baggage	age			1	\$400.00	\$400.00						
							\$0.00						
							\$0.00	FIRM'S TOTA	AL COST OF I	FIRM'S TOTAL COST OF LABOR (or Fixed Price):	1 Price):		\$7,889
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					TOTAL	TOTAL EXPENSES:	\$2,600	FIRM'S TOTA	FIRM'S TOTAL EXPENSES				\$2,600
	SUB-C	SUB-CONTRACTORS: Firm Initials and Price P	3: Firm Initia	Is and Price F	Per Task								
FIRM:										W .			
AMOUNT:								TOTAL TASK FEE:	, FEE:				\$10,489
7													

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Task 2

COST ESTIMATE PER TASK

FIRM:	FIRM: DHI Consulting Engineers	g Engineers			PROJEC	PROJECT TITLE:	Cordova Sma	Cordova Small Boat Harbor/Boardwalk Improvements	or/Boardwalk	Improvement	ts		
TASK NO:	2	TASK DES	TASK DESCRIPTION:	I Preliminary Design	esign		THE STATE OF THE S					DATE:	4/25/2012
GROUP:		METHOD OF PAYMENT:	AYMENT:	任	FPPE	T&E			PREPA	PREPARED BY:	Dee High	WO 12994	
SUB-						LABOR HOUR	RS PER JOB	LABOR HOURS PER JOB CLASSIFICATION	rion				
TASK NO.		SUB-TASK DESCRIPTION	Principal/ Manager	Project Manager	Senior Engineer	Staff Engineer	Staff Engineer	Engineer Tech	Fld Survey 2 M.C.	Secretary			Subtotal
-	Plans				2		24	24		8			\$5,033.00
	Sections & Details	tails					4	4		2			\$768.00
	Co-ordination				5					2			\$725.00
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													\$0.00
TOTAL LA	TOTAL LABOR HOURS		0	0	10	0	28	28	0	12			
* LABOR F	* LABOR RATES (\$/HR)		\$150.00	\$125.00	\$125.00	\$115.00	\$97.00	\$70.00	\$125.00	\$50.00			
LABOR COSTS (\$)	STS (\$)		\$0.00	\$0.00	\$1,250.00	\$0.00	\$2,716.00	\$1,960.00	\$0.00	\$600.00	\$0.00	\$0.00	\$6,526.00
			EXPENSES					COMMENTS	Į.				
SUB- TASK NO.		ITEM(S)	(s)		QUANTITY	UNIT PRICE	TOTAL		<u>.</u>				
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							\$0.00	FIRM'S TOTA	L COST OF L	FIRM'S TOTAL COST OF LABOR (or Fixed Price):	ced Price):	2011002	\$6,526
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	SUB-C	SUB-CONTRACTORS:		Firm Initials and Price Per	er Task	5							
FIRM:	Grand & Associates	DHI Markup (15%)											
AMOUNT: \$3,000	\$3,000	\$450						TOTAL TASK FEE:	FEE:				\$9,976

Task 3

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Sub- Sub- Sub- Sub- Sub- Sub- Sub- Sub-	GROUP:		METHOD OF PA	YMENT:	윤	FPPE	T&E <			PREPA		Dee High	WO12994	
1	SUB-					33	LABOR HOUR	RS PER JOB	CLASSIFICA	TION				
1 Concision Manual Cost Estimation 2 2 2 2 2 2 2 2 2	TASK NO.	SUB-TASK	DESCRIPTION	Principal/ Manager	Project Manager	Senior Engineer	Staff Engineer	Staff Engineer	Engineer Tech	Fld Survey 2 M.C.	Secretary	HMS	DHI Markup 15%	Subtotal
Considered file Considered	,	Coordination					80				4			\$1,120.00
Concelifient Markup		Construction	Cost Estimate									-		\$6,500.00
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	AMOUNT								IOIAL IASI	, LEE.				20,04

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CITY OF CORDOVA

City of Cordova 602 Railroad Ave. P.O. Box 1210 Cordova, Alaska 99574

Phone: (907) 424-6200 Fax: (907) 424-6000

 $Email: \underline{citymanager@cityofcordova.net}$

Web: www.cityofcordova.net

Office of City Manager

May 8, 2012

Memo to City Council Re: Shipyard Fill Permitting

CMC 5.12.040 "Council approval of contracts" says:

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

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

I recommend the city enter into a contract with DHI Consulting Engineers of Anchorage, Alaska, to perform professional services to obtain a Corps of Engineers permit to fill tidelands adjacent to the City's current shipyard.

The contract price is \$21,064 lump sum for: Fees – Permit Filing thru Final Permit Coordination. The contract estimate price is \$1,100 for: Reimbursable Items.

The nature and quantity of the performance the city shall receive is set forth in the attached "North Tideland Fill Project – Scope of Service and Fee Proposal" (EXHIBIT A)

The time for performance under the contract is estimated to be:

Tasks 1 & 2 - 5 weeks from authorization to proceed.

Task 3 – variable depending on public comment.

Recommended action: Voice Vote.

I move to direct the City Manager to enter into a contract (EXHIBIT B) with DHI Consulting Engineers for professional services to perform permitting for a tideland fill adjacent to the City's current shipyard.

Thank you,

Mark Lynch City Manager

EXHIBIT A



May 8, 2012 DHI- 370-B

Mr. Mark Lynch, City Manager City of Cordova PO Box 1210 Anchorage, Alaska 99574

RE:

North Tideland Fill Project

Scope of Services and Fee Proposal – (Revised)

Dear Mr. Lynch,

It is our understanding that the city development plans include filling a portion of the tideland (ATS220) which is located north of town. This will require a Corps of Engineers permit. It is our understanding that this area has been rezoned by the City to allow for the placement of the fill.

I. SCOPE OF SERVICES:

Task 1: Corps of Engineers Application

DHI will prepare an application to the Corps of Engineers for placing fill within the waters of the United States. In preparation of the application, we will prepare exhibits which show the area to be filled, provide quantity estimates for each type of material to be placed, provide cross sections and details as needed to depict work to be completed.

We will complete the Corps of Engineer's application and submit it, along with the necessary exhibits, to the Corps of Engineers for their review and approval.

We will work with the Corps of Engineers to respond to any comments related to the application package. Once the Corps is satisfied that the application package is complete, the Corps will put the application out for public comment. The public comment period will take a minimum of 30 days. Extensions to the public comment period can be requested by any public agency.

Task 2: Alaska Department of Fish and Game

We understand that there is an anadromous stream that runs thru a portion of this project. The City believes the Anadromous Fish Classification may be in error. Our Scope of Services will include traveling to Cordova to meet with the Alaska Department of Fish and Game to review the stream and to request a reclassification of stream. If it turns out that the stream continues to be a fish bearing stream,

Dimond Center Tower, 5th Floor • 800 East Dimond Blvd. Suite 3-550 • Anchorage, Ak. 99515 Ph (907) 344-1385 • Fax (907) 344-1383 • Email: admn@dhialaska.com we will work with the Alaska Department of Fish and Game to design a fish passage culvert that will meet their requirement. If a permit is required, we will fill out the application and work thru the permit process with Alaska Department of Fish and Game.

Task 3: Public Comments Coordination - Corps of Engineers Permit

Our Scope of Services will include working with the Corps of Engineers and the City of Cordova to respond to public comments that are received during the "Public Comment" period. Based on the permit which was recently received by the Corps of Engineers for fill within the harbor, it doesn't appear that there should be much controversy with placing this fill. However, until the comments are received, the total scope of these services is unknown and difficult to estimate. The fee for this phase of work assumes approximately 20 hours of project management time to respond to questions.

II. FEES:

We will provide the above services for Task 1 (Corps of Engineers Application) on a Lump Sum basis. For Task 2 (Alaska Department of Fish & Game) and for Task 3 (Response to Public Comments), we will provide these services on a Time and Material (T&M) basis.

Task 1:	COE Application	Lump Sum	\$ 9,600.00
Task 2:	Alaska Department of Fish & Game	T&M	\$ 6,500.00
Task 3:	Response to Public Comment	T&M	\$ 4,964.00
	& Final Permit Coordination		

	TOTAL	ESTIMATED FEE	\$21,064.00
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III. SCHEDULE

We can begin work within 5 days of you acceptance of this proposal and receipt of all the project information necessary to begin work. We will start on Task 1 and 2 immediately. We estimate completion of Tasks 1 and 2 within 5 weeks of receiving your Acceptance of Proposal and your Authorization to Proceed.

IV. REIMBURSABLE ITEMS:

Direct expenses will be charged to the project at cost plus ten percent. Direct expenses include such items as printing and copying, binding and collating of documents, long distance calls, computer plots, purchase of maps and/or aerial photography. Our estimated direct expenses are \$1100.00.

V. EXCLUSIONS:

We have excluded from our "Scope of Services" and "Fees" services related to subsurface investigation, the preparation of contract documents, design, bid and construction phase services; Payment of City, State and Federal fees, and preparation of record/as-built drawings.

Attached: Agreement cc Jeremy High file no. DHI-370-B Proposal W Agreement

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Dimond Center Tower, 5<sup>th</sup> Floor • 800 East Dimond Blvd. Suite 3-550 • Anchorage, Ak. 99515
Ph (907) 344-1385 • Fax (907) 344-1383 • Email: admn@dhialaska.com
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EXHIBIT B

AGREEMENT FOR CONSULTING SERVICES

The City of Cordova and DHI Consulting Engineers ("DHI") agree that the following terms and conditions will apply to any services, including subsequent services and changes, (collectively "Services") to be provided by DHI relating to the North Tideland Fill project (Proposal No. DHI-370B), dated May 8, 2012 (collectively the "Agreement"):

1. STANDARD OF CARE

Services performed by DHI will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other professionals currently practicing under similar conditions in the same locality, subject to the time limits and financial, physical or other constraints applicable to Services. No warranty, express or implied is made.

2. **INVOICES AND PAYMENT TERMS**

A. Unless otherwise specified in any proposal, DHI will submit monthly invoices to the City of Cordova and final bill upon completion of Services. The City of Cordova shall notify DHI within ten (10) days of receiving an invoice if they have any dispute with the invoice. The parties shall promptly resolve any disputed items. Full payment is due prior to delivery of DHI's final deliverable. Payment on undisputed invoice amounts is due upon receipt of invoice by the City of Cordova and is past due thirty (30) days from the date of the invoice. The City of Cordova agrees to pay a finance charge of one and one-half percent (1½%) per month (18% per annum), or the maximum rate allowed by law, on past due accounts. If payment remains past due sixty (60) days from the date of the invoice, then DHI shall have the right to suspend or terminate all Services under this Agreement, without prejudice or penalty. The City of Cordova will pay all reasonable demobilization and other suspension or termination costs. The City of Cordova agrees to pay attorneys' fees, legal costs, and all other collection costs incurred by DHI in pursuit of past due payments.

B. Where the cost estimate for the Services is "not to exceed" a specified sum, DHI shall notify the City of Cordova before each limit is exceeded, and shall not continue to provide Services beyond such limit unless the City of Cordova authorizes an increase in the amount of the limitation. If a "not to exceed" limitation is broken down into budgets for specific tasks, the task budget may be exceeded without the City of Cordova authorization as long as the total limitation is not exceeded.

3. **CHANGES**

The City of Cordova and DHI recognize that it may be necessary to modify the Scope of Services, schedule, and/or cost estimate proposed in this Agreement. Such changes shall change the Services, schedule, and/or the cost, as may be equitable under the circumstances. DHI shall notify the City of Cordova in a timely manner when it has reason to believe a change to the Agreement is warranted. DHI shall prepare a change order request outlining the changes to the scope, schedule, and/or cost of the project. The City of Cordova has a duty to promptly consider the change order request and advise DHI in a timely manner in writing on how to proceed. If after a good faith effort by DHI to negotiate modifications to the scope of Services, schedule,

and/or cost estimate, an agreement has not been reached with the City of Cordova, then DHI shall have the right to terminate this Agreement, without prejudice or penalty, upon written notice to the City of Cordova.

4. DELAYS AND FORCE MAJEURE

A. If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous materials or conditions are encountered, Services under this Agreement may be delayed. The City of Cordova shall not hold DHI responsible for damages or delays in performance caused by acts of omissions of the City of Cordova, its subcontractors, governmental authorities, regulatory agencies, civil or labor unrest, acts of God, nature, or terror, disruptions of the Internet, DHI's electronic telecommunications or hosting services or any other events that are beyond the reasonable control of DHI. In the event of any such delays, the contract completion date shall be extended accordingly and the City of Cordova shall pay DHI for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays.

B. Delays in excess of thirty (30) days within the scope of this Article shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

5. INDEMNIFICATION

A. DHI agrees to indemnify and save harmless the City of Cordova and its officers, directors, and employees from and against all claims, damages, losses or expenses arising from personal injury, death, or damage to third-party property to the extent that all such claims, damages, losses or expenses are finally determined to result directly from DHI's negligence. Such indemnification, as limited by Article 7, Limitation of Liability, shall be the City of Cordova's sole and exclusive remedy against DHI.

B. The City of Cordova shall, at all times, defend, indemnify and save harmless DHI and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses, and expenses (including but not limited to reasonable attorneys' fees, and court and arbitration costs), arising out of or resulting from the Services of DHI, including but not limited to claims made by third parties, or any claims against DHI arising from the acts, errors or omissions of the City of Cordova, its employees, agents, contractors and subcontractors or others. To the fullest extent permitted by law, such indemnification shall apply regardless of breach of contract or strict liability of DHI. Such indemnification shall not apply to the extent that such claims, damages, losses or expenses are finally determined to result directly from DHI's negligence.

6. LIMITATION OF LIABILITY

A. The City of Cordova shall immediately notify DHI in writing of any deficiencies or suspected deficiencies arising directly or indirectly from DHI's negligent acts, errors or

omissions. Failure by the City of Cordova to notify DHI shall relieve DHI of any further responsibility and liability from such deficiencies. To the extent permitted by law, the City of Cordova and DHI agree that all liability arising directly or indirectly form this Agreement or the Services of DHI shall expire no later than one (1) year from the date of DHI's acts, errors, or omissions or prior to the last date allowed in the applicable statute of limitations, whichever occurs first in time.

- B. The City of Cordova agrees to limit the liability of DHI, its affiliates, and their respective employees, officers, directors, agents, consultants and subcontractors ("DHI Group") to the City of Cordova, its employees, officers, directors, agents, consultants and subcontractors, whether in contract tort, or otherwise, which arises from DHI's acts, negligence, errors or omissions, such that the total aggregate liability of the DHI Group to all those named shall not exceed Fifty Thousand Dollars (\$50,000) or DHI's total fee for the Services rendered under this Agreement, whichever is greater.
- C. Neither party shall be responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, loss of data or any other special, indirect, consequential or punitive damages.

7. INSURANCE

- A. DHI maintains insurance coverage with the following limits:
 - (I) Workers' Compensation in compliance with statutory limits
 - (ii) Automobile Liability
 Combined Single Limit \$1,000,000
 - (iii) Commercial General Liability
 Each Occurrence \$1,000,000
 General Aggregate \$2,000,000
- B. The City of Cordova shall not require DHI to sign any document or perform any Service which in the judgment of DHI would risk the availability or increase the cost of its Commercial General Liability insurance.

8. PROFESSIONAL WORK PRODUCT

- A. The Services provided by DHI are intended for one time use only. All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, and estimates and all electronic media prepared by DHI are considered its professional work product (the "Documents"). DHI retains all rights to the Documents.
- B. The City of Cordova understands and acknowledges that the Documents are not intended or represented by DHI to be suitable for reuse by any party, including, but not limited to, the City of Cordova, its employees, agents, subcontractors or subsequent owners on any

extension of a specific project not covered by this Agreement or on any other project, whether the City of Cordova's or otherwise, without DHI's prior written permission. The City of Cordova agrees that any reuse unauthorized by DHI will be at the City of Cordova's sole risk and that the City of Cordova will defend, indemnify, and hold DHI harmless from any loss or liability resulting from the reuse, misuse, or negligent use of the Documents.

9. DATA AND INFORMATION

The City of Cordova shall provide to DHI all reports, data, studies, plans, specifications, documents and other information ("Project Information") which are relevant to the Services. DHI shall be entitled to rely upon the Project Information provided by the City of Cordova or others and DHI assumes no responsibility or liability for the accuracy or completeness of such. The City of Cordova waives any claim against DHI, and agrees to defend, indemnify and hold DHI harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the Project Information. DHI will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on DHI's data, interpretations or recommendations.

10. RIGHT OF ENTRY

The City of Cordova will provide for the right of entry for DHI, its subcontractors, and all necessary equipment in order to complete the Services under this Agreement. If the City of Cordova does not own the site, the City of Cordova shall obtain permission and execute any required documents for DHI to enter the site and perform Services. It is understood by the City of Cordova that in the normal course of work some surface damage may occur, the restoration of which is not part of this Agreement.

11. CONTROL OF WORK AND JOB-SITE SAFETY

A. DHI shall be responsible only for its activities and that of its employees and subcontractors. DHI's Services under this Agreement are performed for the sole benefit of the City of Cordova and no other entity shall have any claim against DHI because of this Agreement or the performance or nonperformance of Services hereunder. DHI will not direct, supervise or control the work of other consultants and contractors or their subcontractors. DHI does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any other contractor, subcontractor, supplier or other entities furnishing materials or performing any work on the project.

B. Insofar as job site safety is concerned, DHI is responsible only for the health and safety of its employees and subcontractors. Nothing herein shall be construed to relieve the City of Cordova or any other consultants or contractors from their responsibilities for maintaining a safe job site. DHI shall not advise on, issue directions regarding, or assume control over safety conditions and programs for others at the job site. Neither the professional activities of DHI, nor the presence of DHI or its employees and subcontractors, shall be construed to imply that DHI controls the operations of others or has any responsibility for job site safety.

12. PUBLIC RESPONSIBILITY

The City of Cordova has a duty to comply with applicable codes, standards, regulations and ordinances, with regard to public health and safety. While DHI performs the Services it will endeavor to alert the City of Cordova to any matter of which DHI becomes aware and believes requires the City of Cordova's immediate attention to help protect public health and safety, or which DHI believes requires the City of Cordova to issue a notice or report to certain public officials, or to otherwise comply with applicable codes, standards, regulations or ordinances. If the City of Cordova decides to disregard DHI's recommendations in these respects, (I) DHI shall determine in its sole judgment if it has a duty to notify public officials, and (ii) DHI has the right immediately to terminate this Agreement upon written notice to the City of Cordova without penalty.

13. <u>TERMINATION</u>

Either party may terminate this Agreement as a result of a material breach of the other party if the other party does not commence and continue to cure the breach within thirty (30) days of receipt of written notice of the breach from the non-breaching party. In the event of termination, DHI shall be paid for Services performed to the termination notice date, reasonable termination expenses, and a portion of its anticipated profits not less than the percentage of the contract services performed as of the termination notice date. DHI may complete such analyses and records as are necessary to complete its files and may also complete a report on the Services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of DHI in completing such analyses, records and reports.

14. DISPUTES

A. All disputes, claims, and causes one party makes against the other, at law or otherwise, including third party or "pass-through" claims for indemnification and/or contribution, which amount to a claim more than \$50,000 shall be initiated, determined, and resolved by arbitration in accordance with the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, any claims by DHI against the City of Cordova involving failure to make payment pursuant of Article 2, Invoices and Payment Terms, as well as alleged misappropriation or misuse of DHI's Intellectual Property or Confidential Information may be resolved through any legal or equitable means or any form of alternative dispute resolution.

B. In the event that one party makes a claim against the other, at law or otherwise, and then fails to prove such claim, then the prevailing party shall be entitled to all costs, including attorneys' fees incurred in defending against the claim.

15. INTELLECTUAL PROPERTY

A. If the Services require DHI to provide the City of Cordova with the right to use or access proprietary DHI software, programs, information management solutions, hosting services, technology, information or data ("DHI Products"), DHI grants the City of Cordova during the

term of the project a non-exclusive, non-transferable, non-assignable license to use the DHI Products for the City of Cordova's internal purposes, solely in connection with the Services. Except for this limited license, DHI expressly reserves all other rights in and to the DHI Products.

- B. DHI's Right to Use the City of Cordova Materials If the Services require the City of Cordova to provide DHI with the right to use or access proprietary the City of Cordova software, programs, technology, information or data ("City of Cordova Products"), the City of Cordova grants DHI a perpetual, non-exclusive, non-transferable, non-assignable, royalty free world-wide license to use and access the City of Cordova Product as necessary to provide the City of Cordova with Services.
- C. Intellectual Property General DHI shall own all Intellectual Property (as hereinafter defined) associated with the Services and the DHI Products, together with any modifications, updates or enhancements to said Intellectual Property. DHI grants no right or license to such Intellectual Property to the City of Cordova except as expressly provided in this Agreement. The City of Cordova conveys to DHI any interest in any such Intellectual Property rights that, notwithstanding the foregoing, would otherwise be deemed by law to vest in the City of Cordova. "Intellectual Property" includes patents, patent applications, trademarks, trademark applications, copyrights, moral rights or other rights of authorship and applications to protect or register the same, trade secrets, industrial rights, know-how, privacy rights and any other similar proprietary rights under the laws of any jurisdiction in the world. DHI may use and publish the City of Cordova's name and give a general description of the Services rendered by DHI for the purpose of informing other clients and potential clients of DHI's experience and qualifications.
- D. DHI shall use reasonable efforts to provide the Services without infringing on any valid patent or copyright and without the use of any confidential information that is the property of others; provided, however, reasonable efforts of DHI shall not include a duty to conduct or prepare a patent or copyright search and/or opinion. If DHI performs its Services in a manner consistent with the above, then to the fullest extent permitted by law, the City of Cordova shall indemnify, defend and hold harmless DHI and its officers, directors, agents and employees against all liability, costs, expense, attorneys' fees, claims, loss or damage arising from any alleged or actual patent or copyright infringement resulting from the Services under this Agreement.

16. INFORMATION MANAGEMENT

- A. The City of Cordova acknowledges that electronic media is susceptible to unauthorized modification, deterioration, and incompatibility and therefore the City of Cordova cannot rely upon electronic media versions of Documents. In the event of any discrepancy, DHI's hard copy shall prevail.
- B. Some DHI Products may be offered to the City of Cordova via the Internet and some DHI Products may utilize wireless radio communications. Atmospheric, meteorological, topographical and other conditions can affect the performance of any wireless device, software

or technology (including, but not limited to information management solutions, hosting services, FTP and extranet services), just as application size, traffic, bottlenecks and other conditions can affect Internet access and upload and download speeds. The City of Cordova acknowledges that these types of conditions and other similar conditions are beyond the reasonable control of DHI and that DHI makes no representations or guarantees that the City of Cordova will be able to access any particular DHI Product at any given time without any error or interruption.

17. MISCELLANEOUS

- A. This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No cancellation, modification, amendment, deletion, addition, waiver or other change in this Agreement shall have effect unless specifically set forth in writing signed by the party to be bound thereby. Titles in this Agreement are for convenience only.
- B. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third party beneficiaries are created by this agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties of this Agreement.
- C. The City of Cordova acknowledges and agrees that DHI can retain subconsultants, who may be affiliated with DHI, to provide Services for the benefit of DHI. DHI will be responsible to the City of Cordova for the Services and work done by all of its subconsultants and subcontractors, collectively to the maximum amount stated in Article 7, Limitation of Liability. The City of Cordova agrees that it will only assert claims against and seek to recover losses, damages or other liabilities from DHI and not DHI's affiliated companies. To the maximum extent allowed by law, the City of Cordova acknowledges and agrees it will not have any legal recourse and waives any expense, loss, claim, demand, or cause of action, against DHI's affiliated companies, and their employees, agents, officers and directors.
- D. No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.
- E. All representations and obligations (including without limitation the obligation of the City of Cordova to indemnify DHI in Article 6 and the Limitation of Liability in Article 7) shall survive indefinitely the termination of the Agreement. The City of Cordova acknowledges that it may not use DHI's name or any reference to the Services in any press release or public document without the express, written consent of DHI.
- F. Any provision, to the extent found to be unlawful or unenforceable, shall be stricken without affecting any other provision of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- G. All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of Alaska unless the law of another jurisdiction must apply for this Agreement to be enforceable.

- H. All notices required or permitted to be given hereunder, shall be deemed to be properly given if delivered in writing via facsimile machine, e-mail, regular mail, hand delivery or express courier addressed to the City of Cordova or DHI, as the case may be, at the addressee set forth below in regard to the City of Cordova and as listed on the Proposal in regard to DHI, with postage thereon fully prepaid if sent by mail or express courier.
- I. The City of Cordova represents and warrants that the individual signing this Agreement is an authorized representative of the City of Cordova and has authority to bind the City of Cordova.

18. <u>AUTHORIZATION TO PROCEED</u>

By signing below, the City of Cordova hereby authorizes DHI to proceed with the Services outlined in the Proposal and in accordance with this Agreement, which includes terms relating to payment, limitation of liability, insurance and indemnity, among many other important provisions. The City of Cordova also represents that any "purchase order" type document which the City of Cordova may issue subsequent to executing this Agreement, shall be for administrative or accounting purposes only, and that this Agreement shall supersede any such terms or conditions attached thereto in governing the performance of the Services.

DHI CONSULTING ENGINEERS	The City of Cordova:
Dee High	
Dee High, Owner	Mark Lynch, City Manager
5/8/4012	
Date	Date
I have the authority to bind the company.	I have the authority to bind the corporation
	Please address invoices to:

Memorandum

To: Mayor Kallander, City Council and interested parties

From: Faith Wheeler-Jeppson, Assistant Planner

Date: 5/10/2012

Re: Proposed Road Addressing, Naming, and Signing Policy

Attachments

Draft Road Addressing, Naming, and Signing Policy

The City of Cordova recognizes that a geographically precise and accurate addressing system is paramount to a quick and efficient emergency response. Proper addressing and street naming is the backbone of the 911 system and it is the primary element that allows 911 dispatchers and responders to pinpoint an emergency location as quickly as possible. Precise addressing also contributes to effective governmental operations since a majority of government data is location specific.

On April 30, 2012 the E911 Committee met and reviewed the proposed Addressing Policy, their comments are in the Memo dated May 2, 2012 from Deputy Clerk Robyn Kinkaid.

On May 8, 2012 the Planning Commission reviewed the proposed Addressing Policy; the following motion was made "M/Srb S/McGann to approve."

Staff is asking City Council to review the attached proposed Addressing Policy and provide direction.

CITY OF CORDOVA ROAD ADDRESSING, NAMING, AND SIGNING POLICY

1. INTENT OF REGULATIONS

- **1.1** To establish and maintain a system for the assignment, naming and identification of roads and numerical addresses for the City of Cordova which will improve the efficiency of locating a property by use of a street name and address.
- **1.2** To state the policies of the City regarding addressing new projects, re-addressing areas, naming new roads, numbering roads, naming or renaming existing roads, and road and address signage.
- **1.3** To state the responsibility of City Departments in addressing, road naming, and road signage.
- **1.4** These regulations do not purport to regulate the names of, addressing on, or signage for roads outside of the municipality of the City of Cordova.

2. ROAD NAMES AND OTHER DESIGNATIONS

- **2.1** <u>Unique Road Names and Other Designations.</u> Every road existing, proposed, or constructed which provides, will provide, or is proposed to provide access to two or more lots, as defined in the City of Cordova Zoning Resolution, in the City of Cordova shall be identified with a unique road name or other designation so as to clearly identify and distinguish such road from every other road in the City of Cordova.
- **2.2** Other Government Roads. Designations for public roads such as Federal Highways, State Highways, and Public Lands Agency Roads, shall be approved and assigned by the State of Alaska.
- **2.3** Other Public Roads and Private Roads. The following shall be approved and assigned by the City of Cordova pursuant to this Policy and the appropriate City development approval processes, which may include, without limitation, subdivision or plat review pursuant to City Subdivision Regulations: (1) names of roads in the City of Cordova dedicated to and accepted for public as shown on the Official City Road Map or other government road system and (2) names of private roads in the City of Cordova dedicated or intended for the benefit or use of purchasers or owners of Lots.
- **2.4** <u>Driveways.</u> Driveways shall not be required to be identified by a separate road name, but shall be required to comply with other signage and addressing requirements of this Policy. "Driveway" means any road which provides, will provide, or is proposed to provide direct access to only one lot from any other road which provides access to more than one lot.
- **2.5** <u>Master List and Map.</u> The Planning Department and the Public Safety Department shall maintain a master list and map of all roads within the City which identifies each road by its unique name or designation and its location. Once a road name or other designation is approved and assigned, that name shall not be used for any other road in the City of Cordova, unless otherwise noted.
- **2.6** <u>Criteria for Naming Roads.</u> The following criteria shall be considered in approving and assigning names for roads identified in Section 2.3. It is the intent and goal of the City of Cordova that no road in the City shall have a name which duplicates the name of any other road in the City, unless otherwise noted.
 - A. The City Planning Department shall have the final authority to approve and assign road names for roads within the municipality of Cordova. However, the City will approve and assign reasonable road names, not to exceed 18 letters and/or spaces proposed by the applicant, developer, or the record owner(s) of land accessed by such road, as the case may be, so long as the name does not duplicate the name of any other road in the City.

- B. "Reasonable" shall mean that the choice of name for the road in question may include: (1) Names currently or formerly identified with the general area; (2) Pioneers of the State or citizens who have made a significant community contribution; (3) Names from a War Casualty Lists; (4) Thematic names (e.g. nautical, sporting etc.). Given/first and surname combinations are suitable only if the surname alone cannot be used because of duplication. All name proposals must clearly identify the origin of the name. Road names should consider the geographical location. For example, "Hill Top Road" should not be used if the location is in a valley or does not lead to a hill top.
- C. "Duplicate" shall mean that the road in question either has the identical name, has a name which because of its pronunciation or spelling is deceptively similar to another name, or has an identical name followed by a different designating suffix, i.e., Willow Street and Willow Road.
- D. To the extent possible the names of new or renamed roads in the City of Cordova should be consistent with the historical, cultural, geographical, or natural significance of the area. Roads within a neighborhood are encouraged to use a consistent theme in their names.
- E. New roads or renamed roads in the City should be given a designating suffix which indicates the type of road:

Avenue: A wide, principal thoroughfare leading from a main road.

Boulevard: A wide street, often divided by a median.

Circle: A road that circles back to its beginning point or to the same road from

which it starts.

Court: A cul-de-sac or dead end road.

Drive: A winding road.

Highway: A designated state or federal route.

Lane: A narrow road; an uninterrupted street ending in a cul-de-sac or dead end.

Loop: See Circle.

Parkway: A special scenic route or park drive.

Path: A cul-de-sac or dead end road. Usually a road where automobile

transportation is secondary to other forms of transportation, i.e. bicycles or

foot travel.

Place: A short, usually narrow street; see Court.

Road: A street or road for low volume traffic, local access road, primitive roads and

country roads.

Street: Any public road; also see Avenues.

Trail: See Path. Way: See Court.

2.7 <u>Procedure for Re-Assignment of Duplicate Road Names and Assignment of Names for Roads Without an Assigned Name.</u>

- A. Whenever it comes to the attention to the City Planning Department or Public Safety Department that a road in the City has not been assigned a name or that the assigned name duplicates the name of any other road in the City, the Planning Department shall initiate proceedings to name or rename such road.
- B. The Planning department shall send written notice to the record owners of any land accessed by any road identified in section 2.7A. Such notice shall contain, at a minimum, the following:
 - ❖ A description or identification of the road(s) and property in question;

- ❖ A statement that the name of the road accessing the property duplicates the name of another in the City or that the road has not been assigned a name;
- A statement or copy of the criteria to be used for naming or renaming roads, as set forth in sections 2.6 and 2.8;
- ❖ A determination by the Planning Department and Public Safety Department that one or more of such roads must be named or renamed, identifying which road or roads are required to be named or renamed;
- ❖ A notice of the time in which the record owners of land assessed by such road or roads identified for naming or renaming shall respond by petition for naming or renaming the identified road(s);
- C. Petition for Naming or Renaming Road(s). Within 30 days of the mailing of the notice in section 2.7B, the record owners of land assessed by any road required to be named or renamed shall submit to the Planning Department a Petition for Naming or Renaming Roads. Such Petition shall propose a name or new name for the road or roads required to be named or renamed, and shall be signed by the record owners of a minimum of 51% of all land assessed by such road or roads, or by the authorized representative of such owners, such as a Homeowners Association organized to act on behalf of such owners. If such owners of land cannot agree on one name, the Petition may contain a list of no more than three alternative names for any one road.
- D. Notice and Determination. Upon receipt of a Petition as provided in section 2.7C, or if no Petition was received within 30 days of the mailing of the notice required in section 2.7B, the Planning Department shall determine whether the existing name of the road duplicates any other road in the City, or that road in question has not been assigned a name.
 - 1. The Planning Department shall approve and assign any name proposed in such petition if it is found that such name is reasonable and does not duplicate the name of any other road within the Municipality of Cordova. In the case that no petition has been received within 30 days of the mailing of the notice required in section 2.7B, or if it has been determined that the name proposed in the petition is a duplicate, a reasonable name shall be selected and assigned pursuant to the guidelines contained in section 2.6.
 - 2. Once a road name is approved and assigned pursuant to this section the Planning Department and the Public Safety Department shall make a notation of such name or changed name on the master list and map of all roads in the Municipality of Cordova.
- **2.8** <u>Criteria for Renaming Roads.</u> Once it has been determined that the name of a road duplicates the name of any other road in the City, the following criteria shall be considered and balanced in determining whether a road is required or renamed:
 - 1. The number of residences, businesses, or buildable lots accessed by each of the roads with duplicate names.
 - 2. The respective periods of times the roads with duplicate names have had such names.
 - 3. Whether there are areas along the road that also need to be re-addressed.
 - 4. Whether the roads with duplicate names are in the same emergency response area or are geographically related.
 - 5. Whether the name of either road with duplicate names is inherently or traditionally identified with natural features, historical events or a business along the road.
 - 6. Whether either road with a duplicate name has been constructed and the extent to which buildable lots accessed by such roads have been developed.

- 7. The ease with which one of the roads with duplicate names may be changed to a similar but not deceptively similar name.
- **2.9** Road Name Required Prior to Building Permit. No building permit shall be issued for any construction on property in City unless the road accessing such property has been assigned a name pursuant to this policy. The form of Building Permit used by the City shall contain a space for the notation of whether the road has been assigned a name pursuant to this policy, and such space shall be filled in by the Planning Department prior to the issuance of the building permit.

3. ROAD IDENTIFICATION SIGNS

- **3.1** Road signs identifying the name or designation of all roads in the City shall be posted at the intersections of all roads.
 - A. Road identification signs for City roads shall have a green base and white letters. These signs shall be reflective and the letters or numbers shall be five inches in height. Such signage shall be required only on roads which have been constructed and which are used to access dwelling units for which building permits have been issued. Such signage shall be installed and maintained by the City of Cordova Public Works Department, PROVIDED however, that the installation and maintenance by the Public Works Department of road signs on any public road shall not be evidence of any obligation or commitment on the City top perform road maintenance on such roads.
 - B. Road identification signs for private roads in the City shall have a brown base with white letters. These signs shall be reflective and the letters or number shall be five inches in height. Such signage shall be required only on roads which have been constructed and which are used to access dwelling units for which building permits have been issued. Purchasing, installation and maintenance shall be the responsibility of the record owner(s) of property adjacent to and accessed by such road. The Public Works Department may assist in the location of road signs. Signage may not be placed in a public right-of-way. No final inspection or certificate of occupancy shall be performed or issued for any construction a buildable lot accessed by any private road unless the appropriate signage pursuant to this section 3.1B is in place.
 - C. Signage for Federal and State Highways shall be the responsibility of the appropriate Federal or State agency responsible for such Highway.

4. ADDRESSING

- **4.1** <u>Assignment of Address Numbers.</u> All lots within the Municipality of Cordova shall have a numerical addressed assigned pursuant to this policy.
 - A. Assignment of address numbers shall be performed by the City or Cordova Planning Department (1) at the time of creation of lots pursuant to any City development approval process, (2) at the time of the issuance of a Building Permit for any lot without an address, or (3) at such times as it comes to the attention of the Planning department that a lot requires an address number or it is required to be renumbered. A unique address number shall be determined pursuant to the established system for each buildable lot in the City.
 - B. Addressing shall commence from Mile 0 of the Copper River Highway and increase incrementally by distance or platted block from that point as described herein;

The Copper River Highway shall serve as the point of origination for addressing purposes for streets or roads that intersect it;

Addresses shall be assigned such that even numbered addresses will be on the South or East side of the street, as appropriate for the roadway. The North or West sides of streets shall be assigned odd numbered addresses.

Within the greater downtown area, addresses will be assigned to be consistent with existing platted streets that are named with a number, i.e. Second Street, Third Street, etc. For example, addressed parcels lying between Copper River Highway (First Street) and Second Street will be assigned incremental addresses within the one hundred block; those parcels lying between Second Street and Third Street would be assigned incremental addresses within the two hundred block, etc.

Addressing of parcels fronting north/south streets within the greater downtown district shall be incrementally numbered consistent with the addressing of the Copper River Highway lying due east or due west of that block. i.e. Parcels lying on Second Street, Third Street, Fourth Street, etc. that are between Adams Ave. and Browning Ave. will all be numbered consistent with the block of parcels on the Copper River Highway between Adams and Browning Avenues, namely the six-hundred block.

Outside the greater downtown district, addressing shall be assigned, incrementally, as described above and will be guided by the distance from Mile Zero of the Copper River Highway, or the distance from the Copper River Highway, as applicable. I.E. parcels between Mile 3.5 and 3.6 would be incrementally numbered within the 3500 block, those between Mile 3.6 and 3.7 would be numbered within the 3600 block, etc.

- C. No building permit shall be issued for any construction on any lot in the City unless an address has been assigned for the lot pursuant to this policy. The form of Building Permit used by the City shall contain a space for the notation of whether the lot has been assigned an address pursuant to this policy, ad such space shall be filled in by the Planning Department prior to the issuance of the Building Permit.
- D. The following are specifications for addressing certain types of developments:

Multiple units on a lot: Unless otherwise provided herein, where there are multiple units within a single structure, each structure will receive a street address and each unit shall receive a unit designator. The address for the individual units shall be the building address and the unit designator.

Multiple but separate units located on a single lot shall have one street address and unit designator.

Commercial area, indoor: Where each unit in the commercial area has a separate outdoor entrance, each unit will be given a separate address. Where multiple commercial units are served by a common entrance, or entrances, each unit shall be addressed with a common street address and unit designator.

Duplexes: Separate addresses shall be given for each unit, except where there are a mixture of duplexes and multifamily unit, unit numbers may be assigned to the duplexes when deemed necessary to avoid confusion. Mobile Home Parks: One address shall be given for the entire development. Individual mobile home sites shall use both the address for the development and the space number.

Single Family Residence: A separate address shall be given for each dwelling.

- E. The following are situations where the renumbering of addresses may be required:
 - 1. Addresses are not sequential;
 - 2. Addresses need to be changed or regrided after a road name is assigned or reassigned;
 - 3. Lots were created without assignment of road names or addresses.
- **4.2** <u>Address Number Signage.</u> All residences and businesses shall display address numbers or characters which identify the property address and are plainly visible and legible from the street or road fronting the property.
 - A. Numbers shall be displayed clearly from the road at all times. Consideration should be made in regard to visibility to seasonal changes, landscaping, daylight and evening light. For buildings which are not visible from the street or located more than fifty feet from the shoulder or curb of the street, address characters shall be affixed to a free-standing sign or post located adjacent to the road in which the property is addressed. The sign or post shall be located twenty five feet or less from the shoulder or curb of the road at the point of access. The post shall be a minimum of five feet in height from the ground and not to exceed seven feet in height. Numbers may be placed vertically and read from top to bottom if a post is used, or the numbers may be placed horizontally on a sign affixed to the post. All address characters shall be of a color and/or material that contrasts with the background on which they are mounted, however, the City recommends the use of reflective numbers or characters to enhance visibility at night. All characters and number shall be at least four inches in height unless they are reflective in which case they may be as small as three inches in height.
 - B. Addresses shall be posted prior to construction of a new building or as soon as the address is issued by the Planning Department.
 - C. It shall be the responsibility of the owner of a lot to maintain address signage pursuant to this policy.

Memorandum

To: City Council

From: Sam Greenwood, City Planner

Date: 5/10/2012

Re: Ground Snow Load Increase

PART I. BACKGROUND:

The Planning and Zoning commissioners requested a review of the current ground snow load for Cordova. At the April 10th P&Z meeting information was provided about ground snow load, how it was calculated and determined. Josh Hallquist also attended the meeting and provided information and showed the calculations that were done for the Cordova Center. At this meeting it was decided that in order to determine if the snow load needed to be increased that an analysis of the snow pack data for Cordova needed to be done. I asked Steve Witsoe (Hoots) the City's current avalanche expert to provide the information for the commission. He included a write up in packet and presented his data at the May 8, 2012 P&Z meeting (included).

The impact on cost to building was also discussed there an estimated cost increase of 3% to 4% for residential roof construction. Also an metal building salesman provide a rough estimate of 25% increase but mostly due to that additional steel, weight and shipping cost the actual cost of labor would not increase greatly.

PART II. GENERAL INFORMATION:

The Planning and Zoning commission recommends increasing the ground snow requirement from 100 pounds per square foot ground snow load to 150 pounds per square foot ground snow load.

PART III. SUGGESTED MOTION:

"I move city council accept resolution 12-03 from the Planning and Zoning Commission."

CITY OF CORDOVA, ALASKA PLANNING AND ZONING COMMISSION RESOLUTION 12-03.

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF CORDOVA, ALASKA, RECOMMENDING TO CHANGE THE CURRENT SNOW LOAD REQUIREMENT OF 100 POUNDS GROUND SNOW LOAD TO 150 GROUND SNOW LOAD TO THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA

WHEREAS, the City of Cordova experienced an exceptional snow year for 2011-12; and

WHEREAS, there were roof collapses and damage to buildings from snow load throughout the town; and

WHEREAS, to help provide for the public welfare and safety of citizens of Cordova; and

WHEREAS, after reviewing previous years ground snow load numbers, reviewing ground snow codes for nearby coastal communities, historical snow accumulation totals, and impact building cost building; and

WHEREAS, the Planning Department staff and the Planning and Zoning Commission would like to recommend to the City Council of Cordova to accept and support the new ground snow load of 150 pounds.

NOW, THEREFORE, BE IT RESOLVED THAT the Planning and Zoning Commission of the City of Cordova recommends to change the current snow load requirement of 100 pounds ground snow load to 150 ground snow load to the city council of the city of Cordova, Alaska

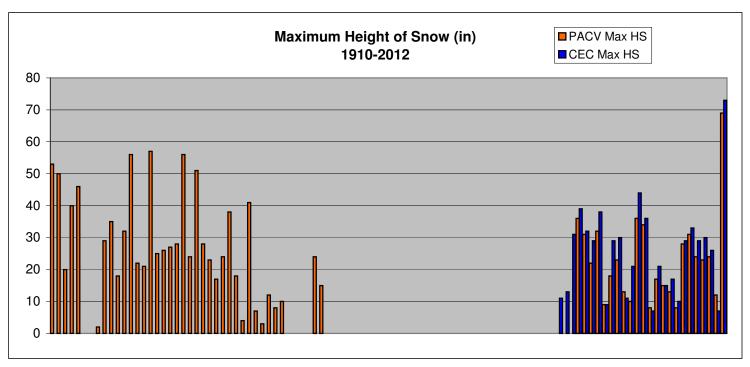
PASSED AND APPROVED THIS 8th DAY OF MAY, 2012

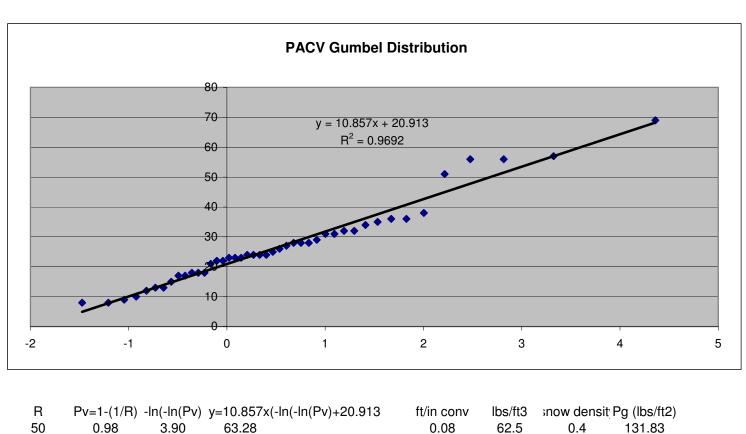
Tom Bailer, Chairman

ATTEST:

Samantha Greenwood, City Planner

Ground Snow Load Analysis for the City of Cordova Addendum 5/7/12





Ground Snow Load Analysis

Prepared for: City of Cordova May 1st, 2012



Prepared by: Steve "Hoots" Witsoe

Current snow load requirements for the City of Cordova are based on the International Building Code. Design snow loads for roofs are determined using ground snow load; pg. Ground snow loads for Alaska locations are set forth in Table 7-1, ASCE 7-05, with Cordova at 100 lbs/ft². Interestingly, Cordova's nearest neighbors have significantly larger ground snow loads, with Yakutat at 150, Valdez at 160, and Whittier at 300 lbs/ft². Authorities having jurisdiction can also determine ground snow load using extreme value statistical analysis of data available with a 2 percent annual probability of being exceeded (50 year mean recurrence interval).

Weather data for Cordova is limited to CEC Orca Power Plant², Mudhole Smith Airport³, Mt Eyak Snotel⁴, and personal observations⁵.

For this analysis, 26 years of power plant data and 14 years of airport data was used. A larger dataset exists for the airport but was not accessible at the time. While weather can be quite different between the power plant and the airport, their annual maximum height of snow is very similar (see Figure 1). The power plant data was used over the airport data because the data set was larger and the snow heights were slightly higher. It should also be noted that there are no weather records available for Whitshed Road, where snow heights are generally accepted as higher than the rest of town.

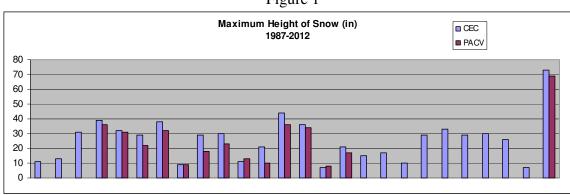
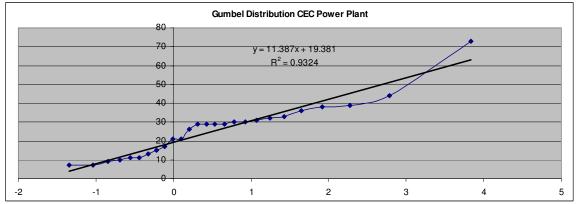


Figure 1

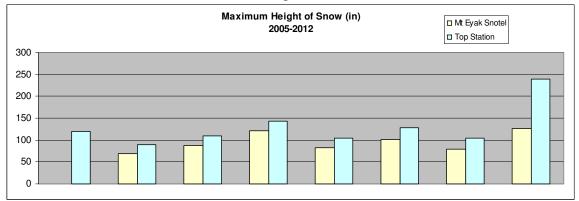
Extreme value statistical analysis was done using Gumbel Distributions and Gringorten estimations. For CEC Power Plant data, the maximum height of snow = 11.387x+19.381. Using a 50 year return period, x=-ln(-ln(1-(1/50)=3.90, and the height of snow = 63.8 in. (See figure 2)





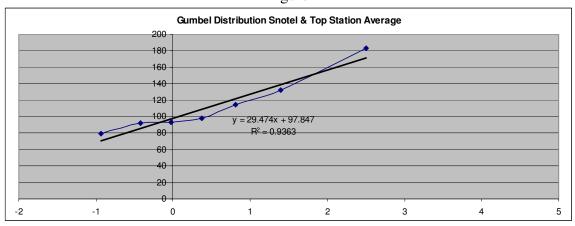
Mt Eyak Snotel had only 7 years of data, but gives insight into the affects of elevation on snow height. Its location is at approximately 1500 feet. The Snotel site, however, is prone to wind stripping. The nearby snow stake at the top of the ski hill has a similar elevation but offers a more wind loaded site, and shows the differences of snow height with site selection (see Figure 2).

Figure 2



Analysis of Mt Eyak Snotel data estimated a 50 year event at 156.9 inches, while Top Station data estimated 255.3 inches. An average of the data was used for the analysis to compensate for the differences between the datasets. Analysis of the average estimated a 50 year event at 212.9 inches.

Figure 4



Ground snow load equals the maximum height of snow multiplied by the density of snow. Densities vary through the snow pack, so a single density is used to estimate the value. Industry standard varies from 30% to 50% density of water, with 40% the norm. With the amount of rain Cordova can receive in winter, 50% density may be realistic. However, by the time 50% density is reached the height of snow would be lower than the maximum.

Using the Power Plant data for sea level, and the average of Snotel and Top Station data for 1500 vertical feet, a linear equation was used to interpolate the ground snow load versus elevation. This was done for both 40 % and 50% density (See Figure 5).

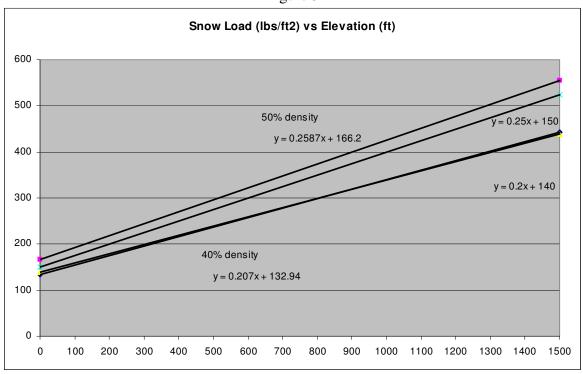


Figure 5

Conclusion

The 40% and 50% linear equations offer a recommended range for ground snow loads with respect to elevation. To simplify the equations for easier use, the slope and intercept can be rounded. The first recommended equation closely resembles the 40% equation, while the second recommended equation is slightly more conservative.

Recommended Ground Snow Load:

$$p_g$$
 (lbs/ft²) = 140 + (0.2 x Elevation in feet)

$$p_g$$
 (lbs/ft²) = 150 + (0.25 x Elevation in feet)

			(CEC Orca l	Power P	lant			
Water	•							In (In	
Year	Ma	ax HS	V	m	Ν	Pv	In (Pv)	(Pv))	
1987		11	7	1	26	0.02144	3.84252	-1.34613	
1988		13	7	2	26	0.05972	2.81802	-1.03603	
1989		31	9	3	26	0.09801	2.32269	-0.84273	
1990		39	10	4	26	0.13629	1.99294	-0.68961	
1991		32	11	5	26	0.17458	1.74538	-0.55697	
1992		29	11	6	26	0.21286	1.54710	-0.43638	
1993		38	13	7	26	0.25115	1.38171	-0.32332	
1994		9	15	8	26	0.28943	1.23983	-0.21497	
1995		29	17	9	26	0.32772	1.11560	-0.10939	
1996		30	21	10	26	0.36600	1.00511	-0.00510	
1997		11	21	11	26	0.40429	0.90563	0.09913	
1998		21	26	12	26	0.44257	0.81515	0.20438	
1999		44	29	13	26	0.48086	0.73218	0.31172	
2000		36	29	14	26	0.51914	0.65558	0.42224	
2001		7	29	15	26	0.55743	0.58442	0.53713	
2002		21	29	16	26	0.59571	0.51800	0.65778	
2002		15	30	17	26	0.63400	0.45571	0.78590	
2003		17	30	18	26	0.67228	0.43371	0.76390	
2004		10	31	19	26	0.07228	0.34169	1.07384	
2005		29			26	0.71037	0.34169	1.07364	
			32	20					
2007		33	33	21	26	0.78714	0.23935	1.42981	
2008		29	36	22	26	0.82542	0.19186	1.65098	
2009		30	38	23	26	0.86371	0.14652	1.92057	
2010		26	39	24	26	0.90199	0.10315	2.27156	
2011		7	44	25	26	0.94028	0.06158	2.78738	
2012		73	73	26	26	0.97856	0.02167	3.83170	
	P	v=1lr	n(-					snow	Pg
R			Pv) y=11.387x(-	-In(-In(Pv)+1	9 381	ft/in conv	lbs/ft3		(lbs/ft2)
50	,		3.90 63.81	((. •).	0.00	0.08	62.5	0.4	132.94
00		0.00	0.00			0.00	02.0	0.1	102.01
			Snot	tel & Top S	Station A	Average			
Water		Тор					_		In (In
Year	Snotel	Station	Average	V	m		Pv	In (Pv)	(Pv))
2006	69	90	79.5	79.5	1	7	0.07865	2.54273	
2007	87	110	98.5	92	2	7	0.21910	1.51822	-0.41754
2008	121	144	132.5	93.5	3	7	0.35955	1.02290	-0.02264
2009	83	104	93.5	98.5	4	7	0.50000	0.69315	0.36651
2010	101	128	114.5	114.5	5	7	0.64045	0.44559	0.80837
2011	80	104	92	132.5	6	7	0.78090	0.24731	1.39711
2012	127	240	183.5	183.5	7	7	0.92135	0.08192	
	Pv=1-		y=11.387x(-ln(-		ft/ir	1	snow	Pg	
R	(1/R)	-In(-In(Pv)	In(Pv)+19.381		con		density	(lbs/ft2)	
50	0.98	3.90	212.85		0.0		0.4	443.44	
50	0.30	0.50	212.00		0.0	02.5	0.4	770.77	

References

- 1 ASCE 7-05 Minimum Design Loads for Buildings and Other Structures
- 2 CEC Orca Power Plant Weather Observations http://www.ncdc.noaa.gov/oa/ncdc.html
- 3 Mudhole Smith Airport Weather Observations http://www.ncdc.noaa.gov/oa/ncdc.html
- 4 Mt Eyak Snotel Weather Observations http://ambcs.org/
- 5 Steve "Hoots" Witsoe hoots@ctcak.net
- 6 National Institute of Standards and Technology http://www.nist.gov/itl/sed/index.cfm
- 7 Communication with Terry Onslow, Dave Hamre, and Pete Carter

Pending agenda:

Capital Priorities List Meeting – June 2012, September 2012, December 2012

Resolution to set the 2012 Mill Rate – first meeting in June (**June 6, 2012**) – by Code must be set by June 15 of the tax year

Does June 6 meeting date work? If not, let's cancel and schedule a special meeting again (maybe a Tuesday – i.e. Tuesday, **June 5**, 2012)

Schedule executive sessions at upcoming meetings for Manager and Clerk evaluations

July 4, 2012 is the first Wednesday in July – see Code below:

3.12.020 - Meetings—Regular.

The regular meeting of the council shall be held on the first and third Wednesday of every month. If such a Wednesday falls on a holiday or a day on which a quorum cannot be established, the regular meeting shall be held on the next business day on which a quorum can be established. If the council determines that only one meeting in any month is needed, the meeting on the third Wednesday of the month may be cancelled by the council at the first meeting of the same month.

We should decide ahead of time when to hold that meeting. I believe we can say the next day that we can establish a quorum is July 18 and hold the regular meeting that day. Please advise and let's have a motion and vote to decide the best course of action so I can proceed with appropriate public notice.

Committees:

- Cordova Center Committee: Tim Joyce, Sylvia Lange, VACANCY, Darrel Olsen, Larue Barnes, VACANCY, Valerie Covel, David Roemhildt, Dan Logan, Nancy Bird, and Cathy Sherman
- Fisheries Advisory Committee: David Reggiani, PWSAC; Ken Roemhildt, Seafood Sales; Jim Holley, AML; Torie Baker, Marine Advisory Program Coordinator; John Bocci; and Jeremy Botz, ADF&G
- Cordova Trails Committee: Elizabeth Senear, VACANCY, Jim Kallander, Toni Godes, and David Zastrow
- **Public Services Building Design Committee**: David Reggiani Chairman, Chief Bob (Griffiths), Martin Moe, Jim Kacsh, Dick Groff, Mike Hicks, Tom Bailer
- *E-911 Committee*: Chief Bob Griffiths Chairman, Bret Bradford, Gray Graham, Dick Groff, Mike Hicks (and/or Paul Trumblee), David Allison, George Covel

Calendars: 3 months' of calendars are attached hereto

May 2012; June 2012; July 2012

May 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Location Legend CH—City Hall Conference Room LMR—Library Meeting Room HSL—High Sch Lib		1	2 HSB Mtg 7:00 LMR 7:30 reg mtg LMR	3 Sch Bd 7pm HSL —Clerk vaca—	4 —Clerk vaca—	5
6	7	8 P&Z Mtg 7pm CH	9 Hrbr Cms 7pm CH Sch Bd 7pm HSL canceled	10 Hrbr Cms Spec 7pm CH	11	12
13	7:30 special mtg LMR	15 5:30 Prks & Rec LMR	7:30 reg mtg LMR canceled	17 CR opener 7am— 7pm	18	19
20	21	22	23	24	25	26
—Clerk in training— 27	—Clerk in training— 28 Memorial Day holiday—City Hall Offices Closed	—Clerk in training— 29	—Clerk in training— 30	—Clerk in training— 31	—Clerk in training—	Location Legend CH—City Hall Conference Room LMR—Library Meeting Room HSL—High Sch Lib 01

June 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Location Legend CH—City Hall Conference Room LMR—Library Meeting Room HSL—High Sch Lib					1	2
3	4	5	6 7:30 reg mtg LMR	7	8	9
10	11	P&Z Commission Mtg 7pm CH	13 Sch Bd 7pm HSL Hrbr Cms 7pm CH	14	15	16
17	18	19	7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	21	22	23
24	25	26	27	28	29	30
						102

July 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 2012 tax bills mailed	2	3	4 City Hall Offices Closed 7:30 reg mtg LMR	5	6	7
8	9	10 P&Z Commission Mtg 7pm CH	11 Sch Bd 7pm HSL Hrbr Cms 7pm CH	12	13	14
15	16	17	7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	19	20	21
22	23	24	25	26	27	28
29	30	31				Location Legend CH—City Hall Conference Room LMR—Library Meeting Room HSL—High Sch Lib