

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

Acting City Manager
Moe Zamarron

City Clerk
Susan Bourgeois

Deputy Clerk
Tina Hammer

Student Council

**REGULAR COUNCIL MEETING
JULY 17, 2013 @ 7:30 PM
LIBRARY MEETING ROOM**

AGENDA



A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

I pledge allegiance to the Flag of the United States of America, and to the republic for which it stands, one Nation under God, indivisible with liberty and justice for all.

C. ROLL CALL

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

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

E. DISCLOSURES OF CONFLICTS OF INTEREST

F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Guest Speaker **Joel Azure** from NVE in re Shepard Point Road project update..... **(page 1)**
2. Audience comments regarding agenda items..... **(3 minutes per speaker)**
3. Chairpersons and Representatives of Boards and Commissions
(Harbor, HSB, Parks & Rec, P&Z, School Board)
4. Superintendent's Report

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

5. Resolution 07-13-40..... **(page 12)**

A resolution of the City Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a contract with Sheridan Alpine Association ("contractor"), a non-profit corporation organized and existing under the laws of the State of Alaska, to manage and operate the Mount Eyak recreation area for the benefit of the City and the public

6. Resolution 07-13-41..... **(page 22)**

A resolution of the City Council of the City of Cordova, Alaska, approving the final plat of Lot 1 and Lot 2, USS 1765 (ptn) ASLS 79-80

7. Resolution 07-13-42..... **(page 26)**

A resolution of the City Council of the City of Cordova, Alaska, approving the final plat of Lot 32B and Lot 32C, U.S. Survey 3601

8. Resolution 07-13-43..... **(page 30)**

A resolution of the City Council of the City of Cordova, Alaska, supporting the Native Village of Eyak's Shepard Point Road and deep-water oil spill response facility project

9. Record excused absences of Council members **Cheshier & Burton** from the July 3, 2013 regular meeting.

H. APPROVAL OF MINUTES

10. Special Meeting Minutes 04-29-13..... **(page 34)**
11. Special Meeting Minutes 05-07-13..... **(page 36)**
12. Special Meeting Minutes 05-17-13..... **(page 40)**
13. Special Meeting Minutes 05-20-13..... **(page 42)**
14. Regular Meeting Minutes 06-19-13..... **(page 43)**

I. CONSIDERATION OF BIDS

J. REPORTS OF OFFICERS

15. Mayor's Report
16. Manager's Report..... **(page 51)**
 - Staff Second Quarter 2013 Reports
 - a. **Paul Trumblee**, Fire Marshal, CVFD..... **(page 52)**

b. Buck Adams, UBS Financial, City Investments.....	(page 60)
c. Jon Stavig, Finance Director.....	(page 87)
d. George Wintle, Police Chief.....	(page 92)
e. Tony Schinella, Harbormaster.....	(page 95)
f. Cathy Sherman, Museum Director, Cordova Center.....	(page 96)
g. Laura Cloward, Info Services.....	(page 99)
h. Miriam Dunbar, Library Director.....	(page 101)
i. Moe Zamarron, Public Works Director.....	(page 103)
j. Samantha Greenwood, City Planner.....	(page 110)
17. City Clerk's Report.....	(page 112)

K. CORRESPONDENCE

18. DCCED letter in re \$1M grant for Cordova Center.....	(page 113)
19. Chenega Bay IRA Council thanks for donation.....	(page 114)
20. DoT CRH Bridge # 339 June 2013 update.....	(page 116)
21. Mayor letter to Governor in re Cordova Center 07-10-13.....	(page 119)

L. ORDINANCES AND RESOLUTIONS

22. Resolution 07-13-39.....	(voice vote)(page 121)
A resolution of the City Council of the City of Cordova, Alaska supporting temporary small ferry service during the replacement of bridge 339 along the Copper River Highway in Cordova, Alaska	

M. UNFINISHED BUSINESS

23. Council approval of City Clerk's Employment Agreement.....	(voice vote)(page 124)
(may be discussed in executive session)	
24. Discussion with John Bitney, City Lobbyist redistricting update & out of session lobbying....	(page 130)
25. Discussion of City Council email policy	

N. NEW & MISCELLANEOUS BUSINESS

26. Dundas request in re Performance Deed of Trust.....	(voice vote)(page 131)
27. Acceptance of Planning & Zoning Commission Resolution 13-06.....	(voice vote)(page 158)
A resolution of the Planning and Zoning Commission of the City of Cordova, Alaska recommending that Lot 1 Block 1 of the Cordova Industrial Park be updated to available and added to the 2013 land disposal maps to the City of Cordova's City Council	
28. Request for purchase City land: Lot 1, Block 1 Cordova Industrial Park.....	(voice vote)(page 161)
29. Acceptance of Planning & Zoning Commission Resolution 13-07.....	(voice vote)(page 163)
A resolution of the Planning and Zoning Commission of the City of Cordova, Alaska recommends the update of the Cordova Comprehensive plan and support of the process outlined in the attached proposal to the City Council of the City of Cordova, Alaska	
30. Contract approval with Eagle Contracting Corp. for Eyak.....	(voice vote)(page 178)
Water Treatment Plant roof	
31. Pending Agenda and Calendar.....	(page 184)

O. AUDIENCE PARTICIPATION

P. COUNCIL COMMENTS

32. Council Comments	
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Q. EXECUTIVE SESSION

33. Cordova Center Finances – Attorney advice/update	
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R. ADJOURNMENT

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

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

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



Shepard Point Oil Spill Response Facility



Project Timeline

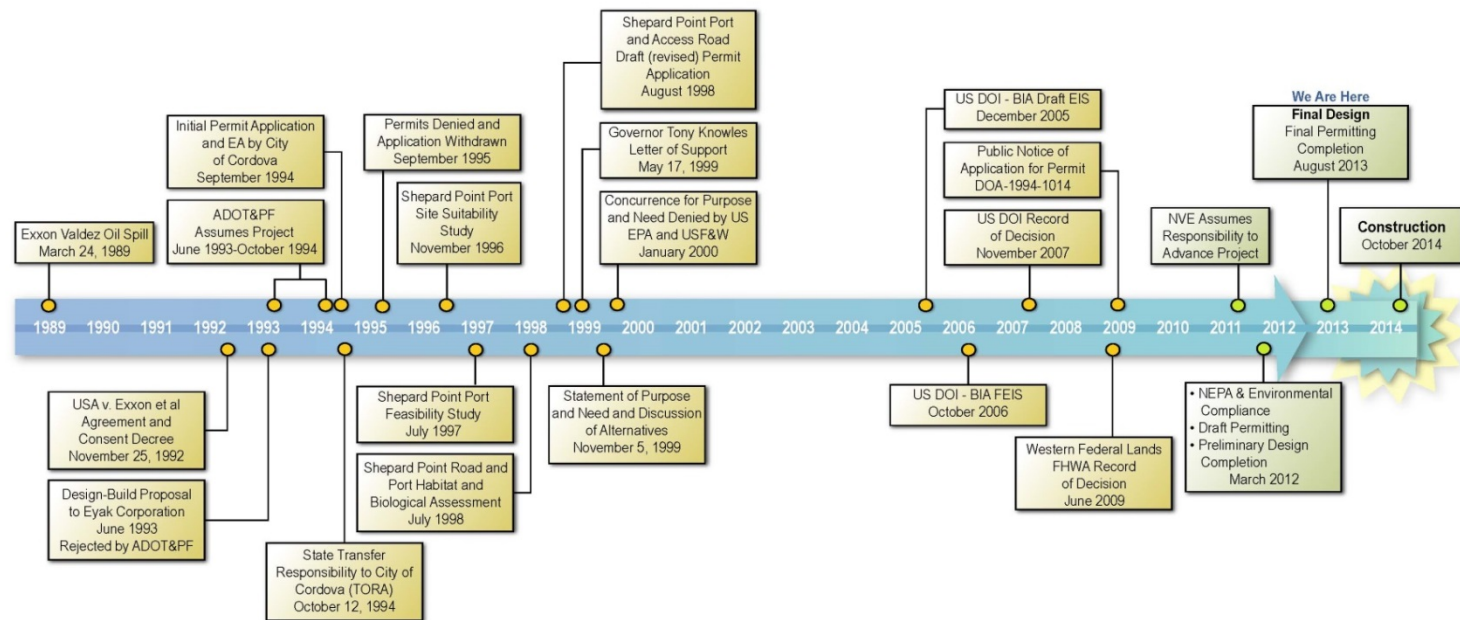


EXHIBIT 1
Project History Timeline
Shepard Point Oil Spill
Response Facility

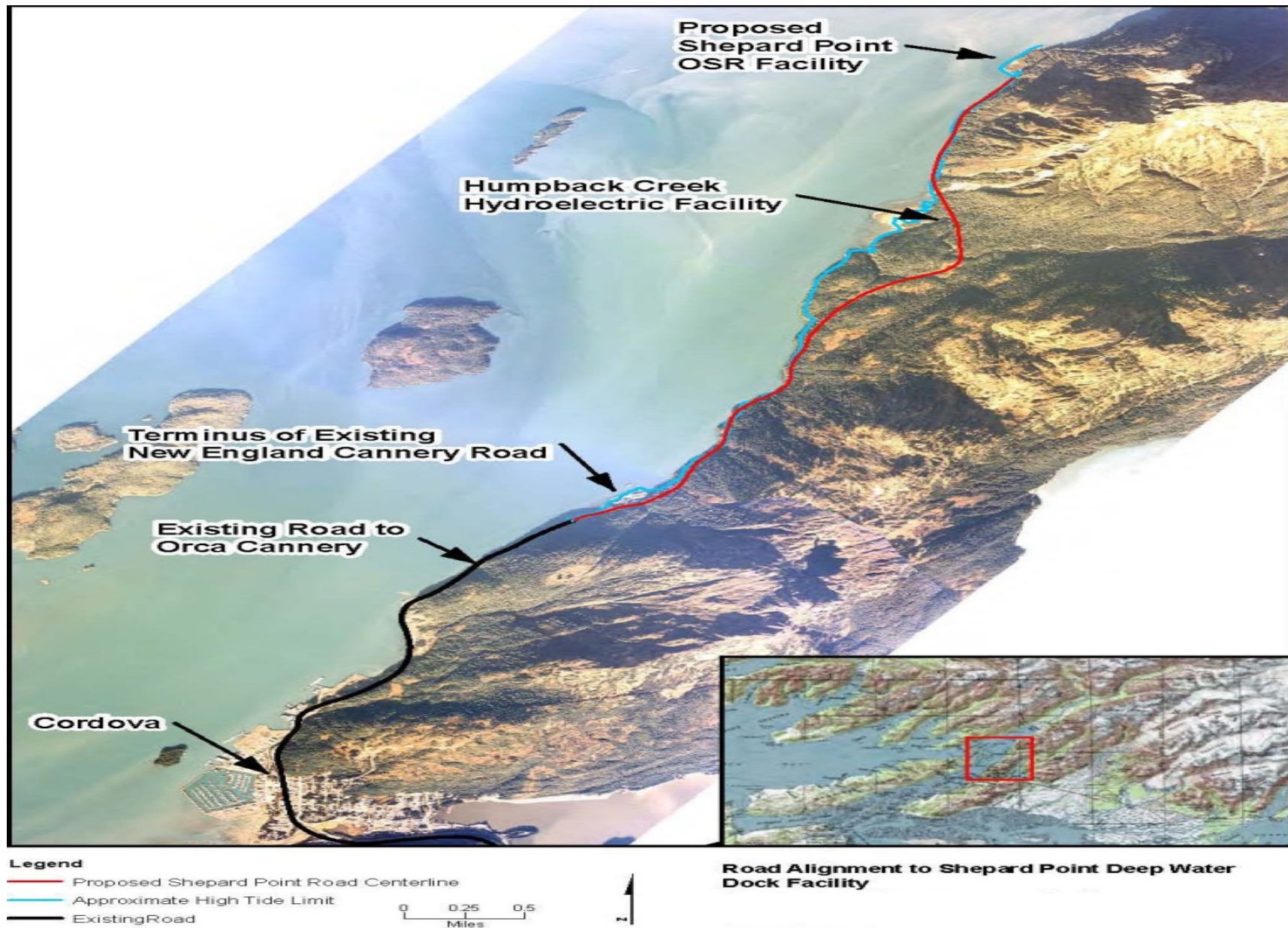
TB012009111-43028101

CH2MHILL

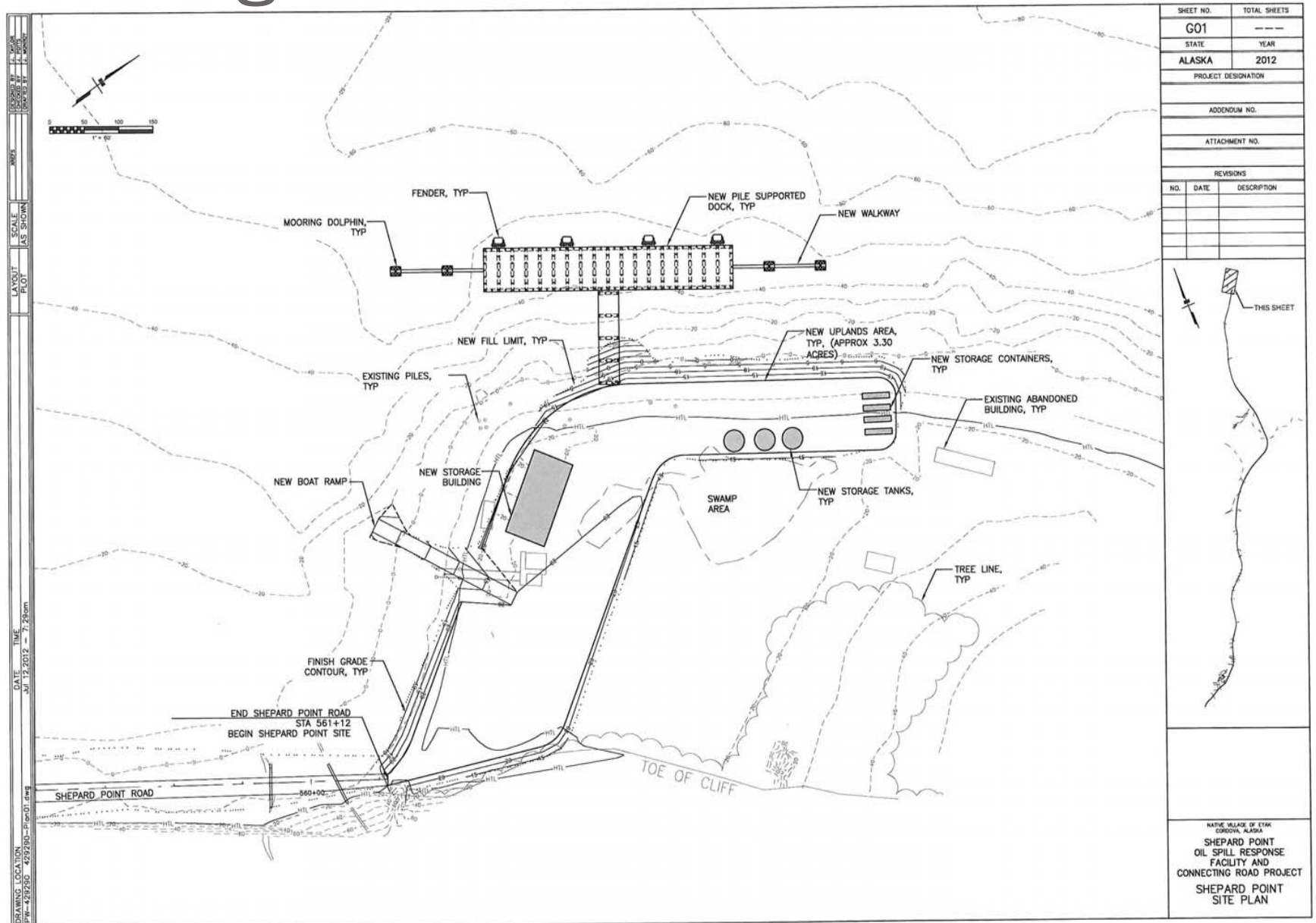
Project Details

- 4.4 mile road and ~3 acre facility site w/ 600' pile supported dock
- Alignment continues from end of Orca Cannery Road
- FEIS completed in 2006, BIA and FHWA both issued ROD's identifying SP as the preferred alternative
- ROW donated by Eyak Corp. and Chugach Alaska Corp.
- Maintenance provided by ADOT&PF
- NVE is pursuing a 404 (b) 1 Clean Water Act Permit from the Corps of Engineers

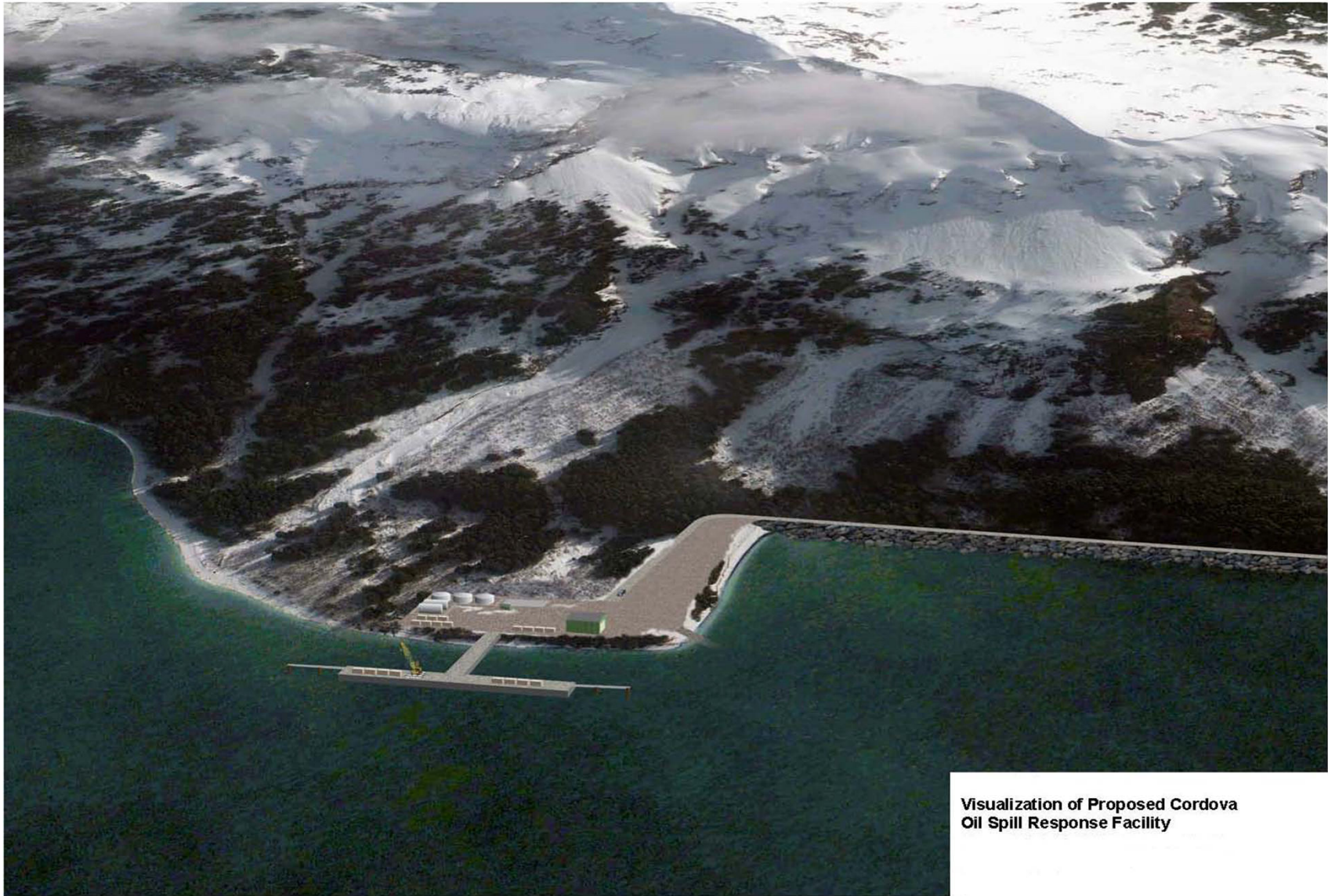
Proposed Road Alignment



Site Design

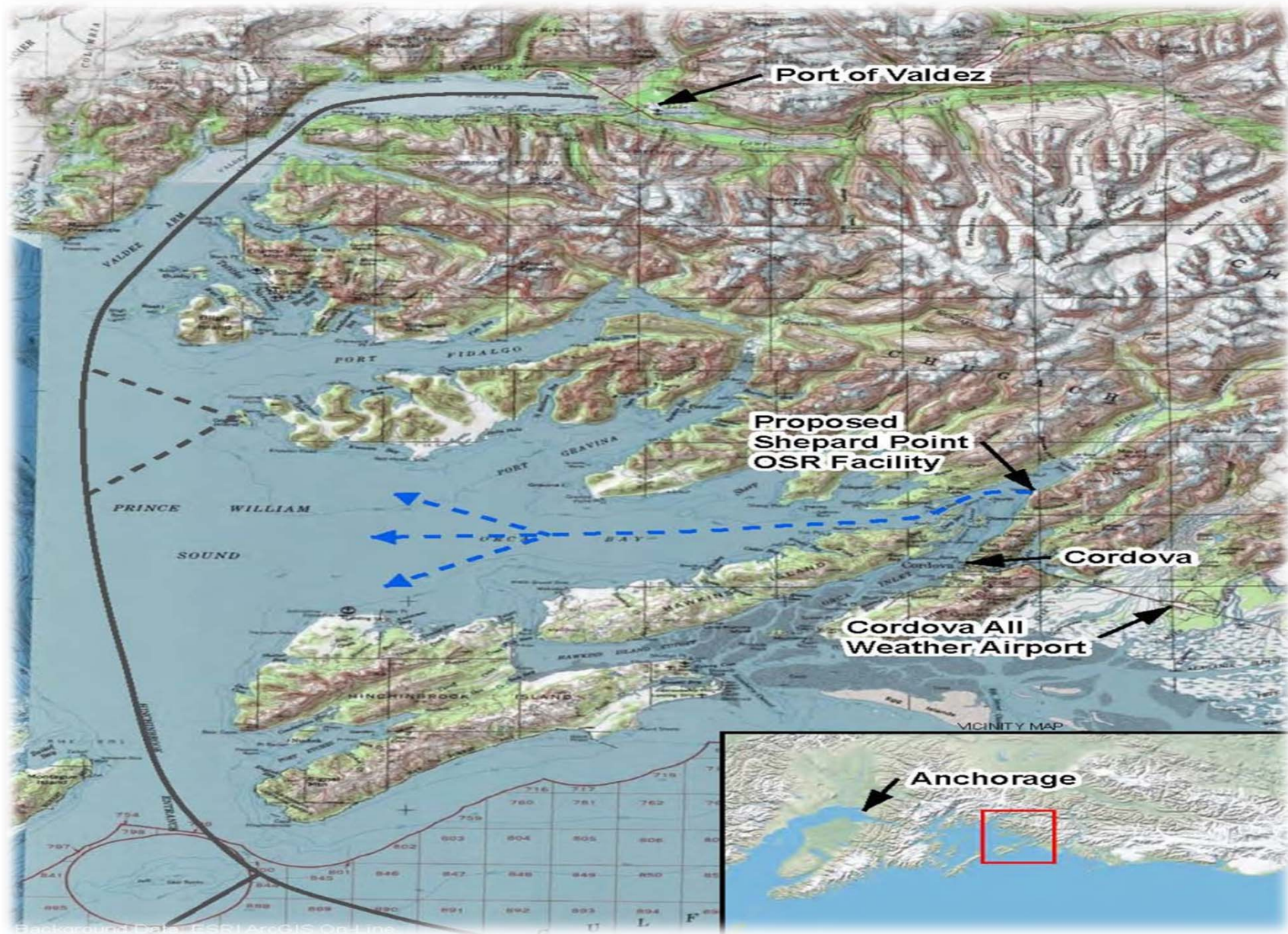


Site Rendering



Visualization of Proposed Cordova
Oil Spill Response Facility

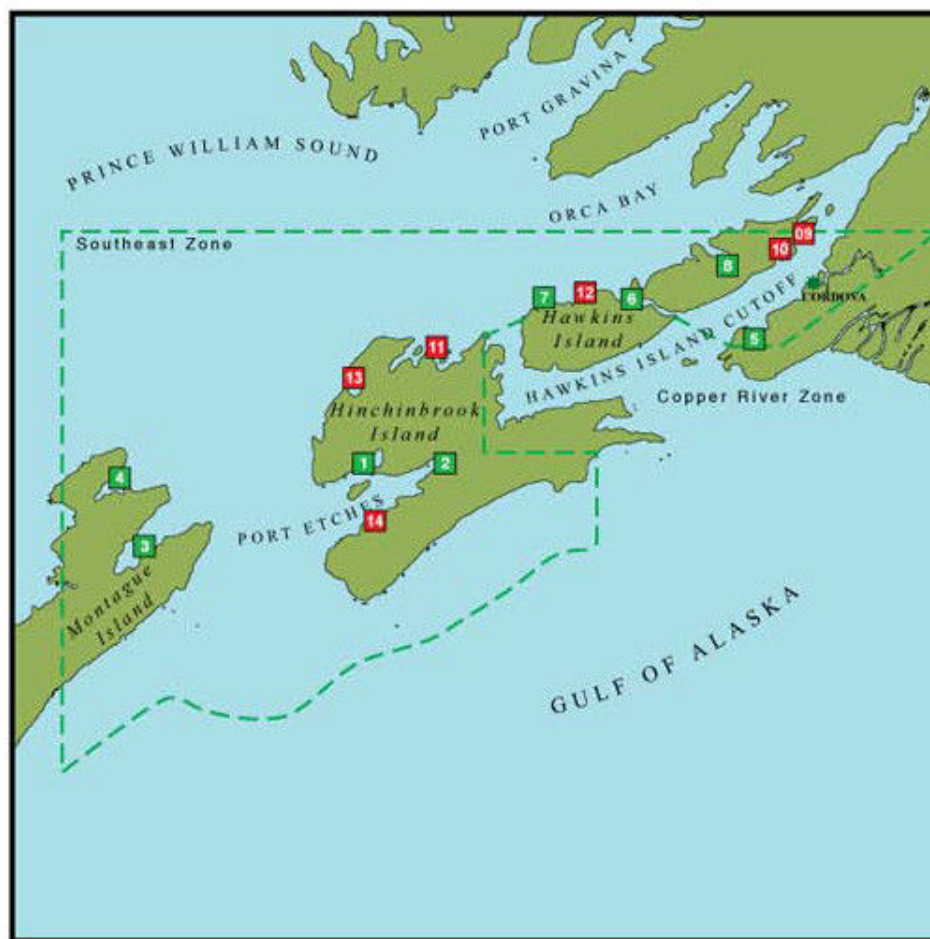
Proximity Map



Project Benefits

- Faster deployment and cost reduction when conducting a response
- Time saved for vessel resupply
- Dedicated dock and staging area to ease congestion at Cordova's harbor
- Increased space for more oil spill response equipment to be positioned in Cordova
- All tide access and increased capacity for deep draft vessels of opportunity to efficiently utilize services in Cordova during a large spill
- Connects Cordova's all-weather airport to deep draft capabilities for increased use of out-of-region supplies
- Improved capability to protect sensitive environments in SE PWS
- Improved access to Humpback Creek Hydroelectric Facility
- Potential for alternative water source for Cordova from Humpback Creek

Sensitive Near Shore and Shoreline Environments in SE PWS



Green: Geographic Response Strategies (GRS) are final and adopted into Subarea Contingency Plan

Red: Site selected for GRS Development

Note: The index map identifies Geographic Response Strategies that have been developed. The newly developed strategies are indicated with a red box

Source:
Alaska Department of Environmental Conservation and Prince William Sound Response Planning Group

Answers Concerns

- Auxiliary uses of the facility (e.g. resource extraction, cruise ships, etc.)
- The purpose of the project is enhanced oil spill response capability for Cordova
- Avalanche danger
- The AHI (Avalanche Hazard Index) for the SP road has been determined to be 10.39 without mitigation. In contrast, the Seward Hwy at Girdwood is evaluated to have a *mitigated* AHI of 35
- Cost of Project
- Project is funded by FHWA appropriation through ADOT&PF, Alyeska Consent Decree \$, and anticipated to receive support through Tribal emergency management funds. *No local funds are required and the project will not divert money from any local pool*

Questions?



Please visit shepardpoint.com for more information

Memorandum

To: City Council

Thru: City Manager

From: Planning Staff

Date: July 8, 2013

Re: Authorizing City Manager to enter into contract with Sheridan Alpine Association

PART I. BACKGROUND:

The State of Alaska has requested that the City and Sheridan Alpine Association update the contract between the two parties. During budget work sessions in the fall of 2012 there was Council discussion concerning the Ski Hill and the contract and Council tasked staff with getting a contract worked out and signed and straightening out the issue with the electric billings. The State of Alaska sent the City a letter of noncompliance (attached) dated July 3, 2013 imposing a “requested deadline for contract completion” of July 19, 2013. This letter was received at City Hall **after** Sheridan Alpine Association had completed its final review of the contract and was prepared to sign. Due to the shortened time-frame and imposition of the fast-approaching deadline, staff offers this for final review by the City Council.

The attached contract has been reviewed and agreed upon by staff, City Attorneys and the Sheridan Alpine Association. The resolution and contract are before City Council for final approval.

PART II. RECOMMENDED MOTION:

"I move to approve Resolution 07-13-40."

**CITY OF CORDOVA, ALASKA
RESOLUTION 07-13-40**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH
SHERIDAN ALPINE ASSOCIATION (“CONTRACTOR”), A NON-PROFIT CORPORATION
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ALASKA, TO
MANAGE AND OPERATE THE MOUNT EYAK RECREATION AREA FOR THE BENEFIT
OF THE CITY AND THE PUBLIC**

WHEREAS, the Mount Eyak Recreation Area is located in that parcel of land lying within the U.S.S. 1765 described by metes and bounds in the State Lease, located in Sections 21 and 22, Township 15 South, Range 3 West, Copper River Meridian; and

WHEREAS, purpose of the Contract is to promote the public health and welfare by contracting for the safe, orderly management and operation of the Mount Eyak Recreation Area for the benefit of the City and the public; and

WHEREAS, the Mount Eyak Recreation Area provides a year around in-town recreational opportunity for citizens and tourists; and

WHEREAS, the operation of the Mount Eyak Recreation Area offers improved quality of life opportunities for the community and serves as the locale for many community events;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Cordova authorizes the City Manager to enter into a Contract with Sheridan Alpine Association (“Contractor”), a non-profit corporation organized and existing under the laws of the State of Alaska, to manage and operate the Mount Eyak Recreation Area for the benefit of the City and the public.

PASSED AND APPROVED THIS 17th DAY OF JULY, 2013

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, City Clerk

SECTION ONE: PARTIES

1.1 The parties to this Contract are the City of Cordova, Alaska ("City"), a home rule municipality organized and existing under the laws of the State of Alaska, and the Sheridan Alpine Association ("Contractor"), a non-profit corporation organized and existing under the laws of the State of Alaska.

1.2 There are no other parties to this Contract.

SECTION TWO: PURPOSE

The purpose of the Contract is to promote the public health and welfare by contracting for the safe, orderly and lawful management and operation of the Mount Eyak Recreation Area for the benefit of the City and the public.

SECTION THREE: TERM AND RENEWAL

3.1 The term of this Contract commences on _____, 2013, and expires on August 4, 2027. Contractor shall commence performance of its obligations under this Contract on or before _____, 2013.

3.2 Contractor may renew the Contract for three additional five year terms so long as it receives written approval of such renewal from the City at least ninety (90) days before expiration of the original Contract term and renewal is approved by the City Council of the City.

SECTION FOUR: REPRESENTATIONS

4.1 The City represents that it holds a lawful leasehold interest, pursuant to Alaska Division of Lands Lease No. 57396 executed on August 4, 1972 between the City and the State of Alaska ("State Lease") for a term of fifty-five (55) years beginning on August 4, 1972 and ending on August 4, 2027, in that parcel of land lying within the U.S.S. 1765 described by metes and bounds in the State Lease, located in Sections 21 and 22, Township 15 South, Range 3 West, Copper River Meridian ("Mount Eyak Recreation Area"). A copy of the State Lease is attached to this Contract as Appendix A. The terms of the State Lease are incorporated into this Contract and, where the terms of the State Lease conflict with the terms of this Contract, the State Lease terms shall control.

4.2 The City further represents that it is entitled to contract for services to manage and operate the Mount Eyak Recreation Area for the benefit of the City and the public and that the City has determined that it is in the public interest that Contractor perform those services.

4.3 Contractor represents that it is competent, willing and able to safely and lawfully manage and operate the Mount Eyak Recreation Area for the benefit of the City and the public.

4.4 Contractor further represents that it expressly intends and in fact enters into its obligations under this Contract strictly and solely for the purpose of providing a public service for the benefit of the City and the public and that it expressly intends and understands that it will not receive any compensation for profit in any form from the City in consideration for or in connection with performance of those obligations.

SECTION FIVE: DUTIES OF CONTRACTOR

5.1 Contractor shall manage and operate the Mount Eyak Recreation Area in a safe, orderly and lawful manner so as to provide reasonable and seasonable opportunity for the public to enjoy recreational downhill skiing at the Mount Eyak Recreation Area during the term of this Contract.

5.2 Contractor shall be permitted to use in the course of managing and operating the Mount Eyak Recreation Area under this Contract, taking all reasonable precautions not to commit waste or injury to same, the following property owned or leased by City:

- a. One (1) mechanically-powered chairlift including parts, fixtures and appurtenances on hand;
- b. All buildings owned by the City and situated on Mount Eyak Recreation Area necessary to safe, orderly and lawful operation of Mount Eyak Recreation Area by Contractor;
- c. All real property designated as the Mount Eyak Recreation Area as described in legal description contained in ADL Lease No. 57396 appended hereto as Appendix A.

5.3 Contractor shall furnish and provide all equipment, parts and tools not listed above and necessary to safe and adequate maintenance and operation of all buildings and machinery located on or used in the course of Contractor's management and operation of the Mount Eyak Recreation Area. Upon Contractor's request, the City in its sole discretion may lease, sell or lend any such available city equipment, parts and tools to Contractor.

5.4 Contractor shall furnish and provide all labor necessary to the safe, orderly and lawful management of the Mount Eyak Recreation Area including, but not limited to, an Operations Manager skilled and competent in the management of a recreational ski area. A temporary summer seasonal caretaker may reside at the ski area, providing a presence and watch over buildings, equipment and property. :

5.5 Contractor shall have at the time of Contract commencement and maintain during the Contract term all necessary permits, licenses, and other permissions or entitlements that are required for the performance of its obligations under this Contract. Contractor shall perform all of its obligations under this Contract in compliance with all federal, state, and local laws and all applicable ordinances, rules, regulations and permits.

5.6 Contractor shall charge reasonable user fees for admission to and use of Mount Eyak Recreation Area. Revenue from such fees shall be collected by Contractor, deposited in a separate account, and disbursed by Contractor solely for the following purposes and in the following order of priority: First, to payment of all labor, material, maintenance and overhead expense incurred in maintenance and operation of the Mount Eyak Recreation Area, and second, to financing of capital improvements in, on and to Mount Eyak Recreation Area.

5.7 Contractor shall keep and maintain complete and accurate business and financial records documenting its receipts, purchases and all other expenditures related to Contractor's performance of its obligation under this Contract. Contractor shall make such records available for inspection and audit by the City within five (5) business days of written request for such records.

5.8 Contractor shall permit City, state and federal officials, employees, agents and representative access to all buildings, equipment and tools and every area of Mount Eyak Recreation Area for purposes of inspecting and monitoring Contractor's performance of its obligations under this Contract and as may otherwise be necessary to protect the public health, safety and welfare.

5.9 When the chair lift is open to the public Contractor shall not at any time offer or sell, or knowingly permit the consumption or possession of, alcoholic beverages within Mount Eyak Recreation Area.

5.10 Contractor shall institute and comply with all skiing safety regulations relating to ski area operations and activities as published and promulgated by the local, state and federal authorities and the Western Area Ski Insurance Program. Contractor shall also observe and comply with American National Standard Institute safety requirements for the maintenance and operation of aerial passenger tramways or chairlifts.

5.11 Contractor shall comply with the terms and conditions of the State Lease as if Contractor were lessee under that lease, and Contractor shall further comply with the terms and conditions of the grant from the Bureau of Outdoor Recreation of the U.S. Department of the Interior to the City for creation and operation of the Mount Eyak Recreation Area.

5.12 Contractor shall not be required by City to change, improve or modify the following pre-existing conditions of the Mount Eyak Recreation Area except as the parties may otherwise stipulate in writing as an amendment to this Contract: Any pre-existing oil spill or spills within the Ski Area.

5.13 Required Insurance Coverage. Before commencing its performance under this Contract, and at all times during the Term of this Contract, Contractor shall carry Commercial general liability insurance, including without limitation insurance against assumed or contractual liability under this Contract, with limits of liability not less than \$1,000,000 combined single limit bodily injury and property damage, \$1,000,000 personal injury, and \$1,000,000 aggregate. Contractor may meet this insurance requirement with any combination of primary and

excess/umbrella policies. Contractor shall provide City with certificates of insurance and/or copies of each policy acceptable to City for the coverage's listed herein. Commercial general liability insurance policies shall name City as additional insured and shall require that the insurer provide the City with thirty (30) days written notice before it cancels, refuses to renew or materially alters coverage required by this Contract.

Insurance reimbursement will be submitted to city council in the annual budget request submitted by the Contractor

SECTION SIX: DUTIES OF CITY

6.1 City shall provide seasonable and adequate maintenance and snow removal of the road leading to and from the parking lot of Mount Eyak Recreation Area.

6.2 City shall provide or cause to be provided all water, wastewater, electric, telephone and other utilities necessary for the safe, orderly and lawful operation of Mount Eyak Recreation Area under this Contract.

6.3 City shall be responsible for administration and contract maintenance regarding the State Lease and all current and future subleases under the State Lease. The terms of future subleases under the State Lease shall be subject to the approval of City, Contractor and the State of Alaska. Contractor will be the point of contact for logistical assistance concerning access to the Mount Eyak Recreational Area.

6.4 City shall provide the State of Alaska annually with financial documentation that confirms that all amounts payable to City by sublessees under the State Lease have been remitted to Contractor.

SECTION SEVEN: RELATIONSHIP OF PARTIES

7.1 Contractor shall perform its obligations under this Contract as an independent contractor to the City, and this Contract will not be construed to create any partnership, joint venture, agency or employment relationship between Contractor and City. Contractor will not represent itself to be an employee, representative, partner, joint venture or agent of City. Contractor will have no authority: (a) to enter into any agreement on City's behalf or in City's name or represent City for any purpose whatsoever. Contractor will retain full control over the manner in which it performs all services provided to City and Contractor's employees shall not be entitled to workers' compensation, retirement, insurance, stock options or other benefits afforded to employees of City.

7.2 City shall retain ownership and control of all real and personal property owned or leased by City to Contractor under this Contract unless otherwise provided in this Contract. Property created or purchased by Contractor using the funds generated by Contractor from sources other than Mount Eyak Recreation Area shall remain in ownership of Contractor.

7.3 The City will be agent for all new and renewed leases pertaining to the physical use of Mount Eyak Recreation Area or lease property. Leases shall be developed with joint

agreement between the City, Contractor and any lessee. Any conflicts between existing or developing leases which are not resolved by Contractor and City administration shall be mediated and resolved by the Cordova City Council.

SECTION EIGHT: ENTIRE AGREEMENT; AMENDMENT

This agreement constitutes the final and binding agreement of the parties and all prior oral or written agreements and understandings of any kind are merged herein and superseded hereby. This Contract and the provisions herein may be modified only by a writing signed by both parties.

SECTION NINE: DEFAULT

The failure of either party to perform or observe any covenant or condition of this Contract which is not cured within 30 days after notice thereof from the non-breaching party shall be an event of default under this Contract, unless the breach is of a kind that cannot be cured within such 30-day period, in which case no event of default shall be declared so long as the breaching party shall commence the curing of the breach within such 30 day period and thereafter shall diligently and continuously prosecute the curing of same. Upon the occurrence of an event of default, the non-defaulting party may terminate this Contract by giving notice of the termination to the defaulting party.

SECTION TEN: TERMINATION

This Contract may be terminated either by (a) mutual consent of the parties expressed in writing or (b) by either party with thirty (30) days written notice to the other party.

SECTION ELEVEN: WAIVER

The failure of either party to object to non-performance of, or to seek to compel performance of, an obligation under this Contract shall not constitute a waiver of any subsequent breach of same, or of any different obligation under this Contract.

SECTION TWELVE: AVAILABILITY OF FUNDS

City is not and shall not be obligated under any term of this Contract the performance of which requires the expenditure of City funds, except to the extent that funds lawfully appropriated are available for that expenditure.

SECTION THIRTEEN: CHOICE OF LAW-VENUE

The laws of The State of Alaska shall govern the rights and duties of the parties under this Contract. Any action or proceeding arising from this Contract shall be brought in the trial courts of the State of Alaska in the Third Judicial District.

SECTION FOURTEEN: CONTRACT REPRESENTATIVES-NOTICE

City's representative for the administration of this Contract shall be the City Manager of Cordova, Alaska or his/her designated agent(s). Contractor's representative for administration of this Contract shall be its President or his/her designated agent(s). . Any notices concerning this Contract may be given, and all notices required by this Contract concerning performance under this Contract shall be given, in writing, and shall be personally delivered or mailed addressed to the respective contract representative at the address set forth below. Either party may change its contract representative or address for noticing by providing written notice to the other party.

FOR THE CITY OF CORDOVA:

FOR CONTRACTOR:

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

President
Sheridan Alpine Association
P.O. Box 2446
Cordova, Alaska 99574

ACKNOWLEDGEMENTS

STATE OF ALASKA)
) SS.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____ 2013, by _____, City Manager of the CITY OF CORDOVA, an Alaska municipal corporation, on behalf of the City.

Notary Public in and for Alaska
My commission expires: _____

STATE OF ALASKA)
) SS.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____ 2013, by _____, President of the SHERIDAN ALPINE ASSOCIATION, an Alaska nonprofit corporation, on behalf of the corporation.

Notary Public in and for Alaska
My commission expires: _____

DRAFT



THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

Department of
Natural Resources

Division of Mining, Land & Water
Southcentral Regional Office

550 West 7th Avenue, Suite 900
Anchorage, Alaska 99501-3577
Main: 907.269.8503
TDD: 907.269.8411
Fax: 907.269.8913

July 3, 2013

City of Cordova
Attn: Moe Zamarron/Sam Greenwood
Cordova, AK 99574

RE: Contract Completion Deadline Requested – **July 19, 2013**

Dear Mr. Zamarron/Ms. Greenwood:

Mr. Zamarron, as the Acting City Manager, you are hereby informed that the State of Alaska is imposing a deadline for the receipt of the completed agreement between the City of Cordova and Sheridan regarding the management of ADL 57396, or the Mt. Eyak Ski Hill. The deadline for the signed agreement to reach our offices is July 19, 2013. Since our teleconference in April there has been little accomplished to complete the agreement and as it is in the best interest of all parties to complete the process the State of Alaska is instituting a deadline.

If more discussion is necessary to complete the documents to the satisfaction of all parties, please propose a time/s for additional discussion. If there is need for further discussion we can discuss the due date.

However if the documents are ready to go and not received in this office by the requested date the lease identified as ADL 57396 will be placed in Non Compliance status. This status has the potential of impacting all authorizations held with the Department of Natural Resources.

Thank you. If you have any questions concerning this request please feel free to contact me at (907) 269-8567 or via e-mail at sharon.tumacder@alaska.gov.

Sincerely,

Sharon Tumacder
Sharon Tumacder
Natural Resource Specialist

Memorandum

To: City Council
Thru: City Manager
From: Planning Department Staff
Date: July 10, 2013
Re: Final Plat

PART I. GENERAL INFORMATION:

File No.: 02-086-150 USS 1765 (PTN) ASLS 79-80
Requested Action: Final Plat approval

Applicant: Sandee and Michael Maxwell
Owner's Name: Sandee and Michael Maxwell
Zoning: Low Density Residential (LDR)
Applicable Regulations: Title 17, Subdivision Regulations

PART II. BACKGROUND:

7/9/2013 P&Z meeting: final plat for Lot 1 and Lot 2 USS 1765 (PTN) ASLS 79-80 was approved.

M/Pegau, S/McGann

“I move to approve the Final Plat of Lot 1 and Lot 2, USS 1765 (PTN) ASLS 79-80.”

Vote on motion: 7 yeas (Bailer, Reggiani, Greenwood, Pegau, McGann, Baenen, Srb), 0 nays.

Motion passes

The proposed subdivision is to divide the current lot into two lots: Lot 1 (2.6 acres) and Lot 2 (2.40 acres). Both lots will meet the Low Density Residential code requirements of minimum lot size of 4000 square feet, minimum lot width requirement of 40 feet.

PART III. SUGGESTED FINDINGS:

1. The proposed subdivision conforms to the purposes and requirements of the Subdivision Ordinance; and the Comprehensive Plan policies and serves the public use, health and safety.
2. There are no known physical conditions present which may be hazardous to the future inhabitants with this Subdivision

PART IV. STAFF RECOMMENDATION:

Staff recommends that the request for Final Plat approval for Sandee and Michael Maxwell, Lot 1 and Lot 2, USS 1765 (PTN) ASLS 79-80 be approved by the City Council.

PART V. RECOMMENDED MOTION:

"I move to approve Resolution 07-13-41"

**CITY OF CORDOVA, ALASKA
RESOLUTION 07-13-41**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
APPROVING THE FINAL PLAT OF LOT 1 AND LOT 2, USS 1765 (PTN) ASLS 79-80**

WHEREAS, the City of Cordova recognizes that the Planning Commission, having completed a review of the final plat, and recommended at their July 9, 2013 meeting that final plat be approved; and

WHEREAS, this is the Plat lot 1 and lot 2, USS 1765 (PTN) ASLS 79-80; and

WHEREAS, the plat is subject to all conditions, easements, covenants, reservations, restrictions and right of way of record; and

WHEREAS, proposed subdivision is zoned Low Density Residential; and

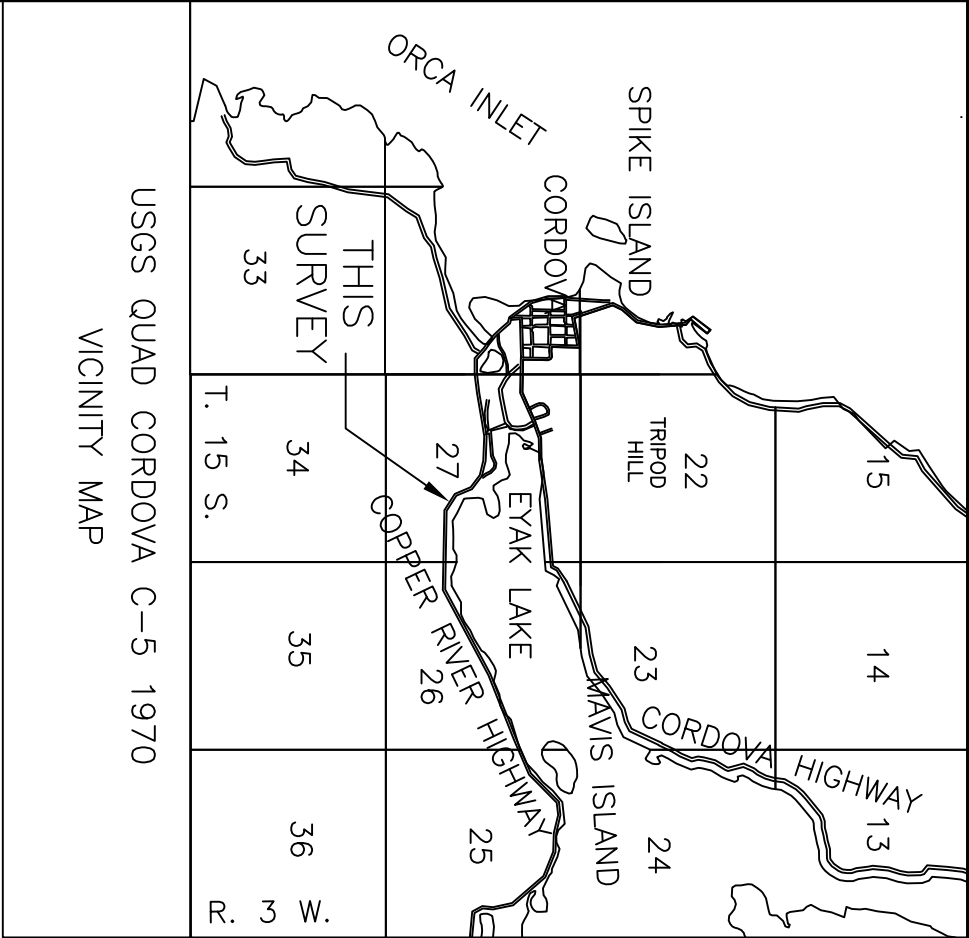
NOW THEREFORE BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby approves the final plat of lot 1 and lot 2, USS 1765 (PTN) ASLS 79-80 effective the date this resolution is adopted.

PASSES AND APPROVED THIS 17th DAY OF July, 2013.

James Kacsh, Mayor

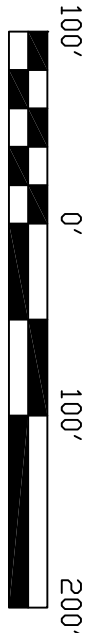
Attest:

Susan Bourgeois, City Clerk



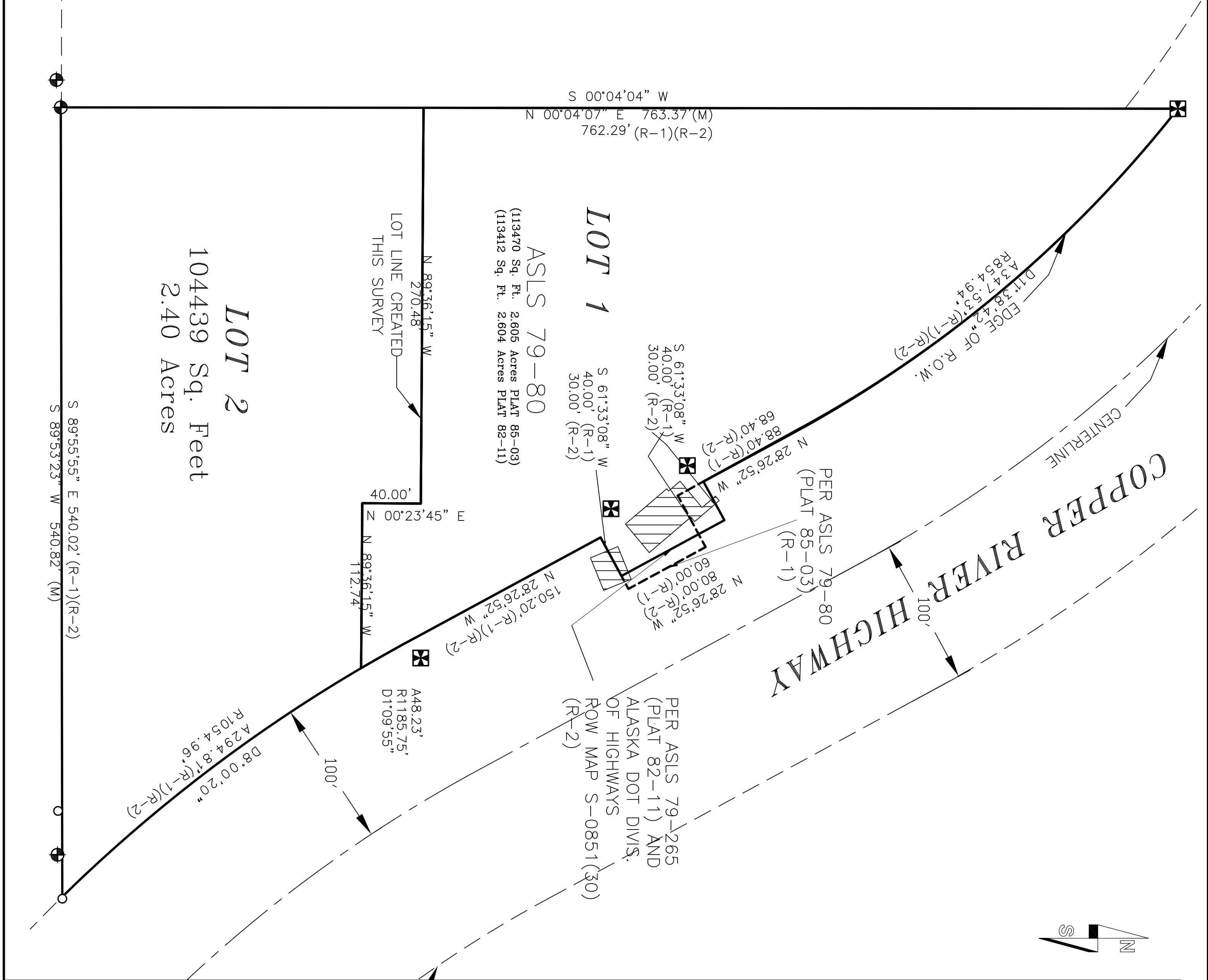
BASIS OF BEARING-ASLS 79-80
BASIS OF ROTATION- HOLD MONUMENT FOUND IN CORNER 2 OF
ASLS 79-80 FOR POSITION AND MONUMENT FOUND AT CORNER
3 FOR LINE.

- LEGEND**
- ✠ = FOUND MONUMENT
 - ⬤ = FOUND ALUMINUM CAP
 - = IRON PIPE FOUND
 - (M) = MEASURED DIMENSION
 - (R-1) = RECORD DIMENSION PLAT 85-3
 - (R-2) = RECORD DIMENSION PLAT 82-11



REFERENCES:
- U.S. SURVEY 1765 AS RECORDED IN THE CORDOVA RECORDING DISTRICT.
- ALASKA STATE LAND SURVEY 79-265 - PLAT 82-11 AS RECORDED IN THE CORDOVA RECORDING DISTRICT.
- ALASKA STATE LAND SURVEY 79-80 - PLAT 85-03 AS RECORDED IN THE CORDOVA RECORDING DISTRICT.

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OWNERSHIP AFFIDAVIT

I HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY DESCRIBED HEREON.
I HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS FOR PUBLIC UTILITIES, STREETS, ALLEYS,
THOROUGH FARES, PARKS AND OTHER PUBLIC AREAS SHOWN HEREON.

MAXWELL _____ DATE _____

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____ 2013

NOTARY _____

TAX CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THE CITY OF CORDOVA ALL
TAXES ASSESSED AND DUE AGAINST SAID LAND AND IN FAVOR OF THE CITY OF CORDOVA
ARE PAID IN FULL.

DATED AT CORDOVA, ALASKA, THIS _____ DAY OF _____ 2013

CORDOVA CITY CLERK _____

PLAT APPROVAL

CORDOVA PLANNING AND ZONING COMMISSION

RECEIVED _____ DATE _____

APPROVED _____ DATE _____

CHAIRMAN _____ DATE _____

THIS IS TO CERTIFY THAT WITHIN PLAT IS DULY APPROVED IN ACCORDANCE WITH THE CITY OF CORDOVA

CITY CODE THIS _____ DAY OF _____ 2013

CITY MANAGER _____

CITY CLERK _____ DATE _____

COMMUNITY DEVELOPMENT DIRECTOR _____ DATE _____

STATE OF ALASKA
19th
Mark R. Stedman
No. 10197
REGISTERED PROFESSIONAL LAND SURVEYOR

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT I AM PROPERLY REGISTERED AND
LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF
ALASKA, THAT THIS AS-BUILT REPRESENTS A SURVEY MADE BY
ME OR UNDER MY DIRECT SUPERVISION AND THAT THE
MONUMENTS SHOWN HEREON ACTUALLY EXIST AS DESCRIBED,
AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT.
DATE: _____ REGISTRATION NO. _____

MARK R. STEDMAN REGISTERED LAND SURVEYOR

SUBDIVISION OF
ASLS 79-80, U.S. SURVEY 1765
CREATING:
LOTS 1 & 2, U.S. SURVEY 1765

CORDOVA		ALASKA	
DRAWN BY	DATE		
CDH	3-1-13	CORDOVA RECORDING DISTRICT	
SCALE	SHEET	PROJECT NO.	
1"=100'	1 of 1	13-01	
PREPARED FOR:			
MAXWELL, CORDOVA, ALASKA 995774			
ST. DENNY SURVEYING INC.			
P.O. BOX 388, KODIAK, ALASKA 99615 (907) 481-9500			

Memorandum

To: City Council
Thru: City Manager
From: Planning Department Staff
Date: July 10, 2013
Re: Final Plat

PART I. GENERAL INFORMATION:

File No.: 02-106-597, Lot 32, U.S. Survey 3601
Requested Action: Final Plat approval

Applicant: Suanna Vi Johannessen
Owner's Name: Suanna Vi Johannessen
Zoning: Unrestricted District (UR)
Applicable Regulations: Title 17, Subdivision Regulations

PART II. BACKGROUND:

7/9/2013 P&Z meeting: final plat for Lot 32, U.S. Survey 3601 was approved with an amendment.

M/Srb, S/Pegau

“I move to approve the Final Plat of Lot 32B and Lot 32C, U.S. Survey 3601.”

Vote on motion: 7 yeas (Bailer, Reggiani, Greenwood, Pegau, McGann, Baenen, Srb), 0 nays. Motion passes.

Amended Motion:

M/McGann, S/Bailer

“I move to amend the motion with the conditions set forth:

1. The applicant shall resolve the building encroachment onto Tract 1A (University land), Plat 88-51, Cordova Recording District through an agreement with the University of Alaska, Facilities and Land Management Office, 1815 Bragaw Street, Suite 101, Anchorage, Alaska 99508-3438, prior to Final Plat Approval and within twelve (12) months from July 9, 2013.
2. The applicant shall enter into an agreement, i.e. permit, grant of easement, etc., and shall pay the University of Alaska fair market value for the area of encroachment, per Board of Regents policy, prior to Final Plat Approval and within twelve (12) months from July 9, 2013.”

Vote on motion: 7 yeas (Bailer, Reggiani, Greenwood, Pegau, McGann, Baenen, Srb), 0 nays. Motion passes.

The amendments address concern from the University of Alaska, who are an adjacent land owner. There is a building (labeled shop on the plat) encroaching onto Tract 1A which is owned by the University of Alaska. In order for the property owner to have a clear title and for the University of Alaska to maintain control of their land, the easement/permit needs to be in place. If City Council chooses to pass the final plat at this meeting, the condition will require that the applicant resolve the building encroachment and the applicant shall enter into an agreement with the University of Alaska prior to the city signing off and allowing the plat to be recorded. The University of Alaska intends to work with the applicant and has already begun the process to move forward with these conditions.

The proposed subdivision is to divide the current lot into two lots: Lot 32B (1.4 acres) and Lot 32C (.9 acres). Both lots will meet the Unrestricted District code requirements.

PART III. SUGGESTED FINDINGS:

1. The proposed subdivision conforms to the purposes and requirements of the Subdivision Ordinance; and the Comprehensive Plan Policies and serves the public use, health and safety.
2. There are no known physical conditions present which may be hazardous to the future inhabitants with this Subdivision

PART IV. STAFF RECOMMENDATION:

Staff recommends that the request for Final Plat approval for Suanna Vi Johannessen, Lot 32B and Lot 32C, U.S. Survey 3601, be approved by the City Council.

PART V. RECOMMENDED MOTION:

"I move to approve Resolution 07-13-42."

**CITY OF CORDOVA, ALASKA
RESOLUTION 07-13-42**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
APPROVING THE FINAL PLAT OF LOT 32B AND LOT 32C, U.S. SURVEY 3601**

WHEREAS, the City of Cordova recognizes that the Planning Commission, having completed a review of the final plat, and recommended at their July 9, 2013 meeting that final plat be approved; and

WHEREAS, this is the Plat lot 32B and lot 32C, U.S. Survey 3601; and

WHEREAS, the plat is subject to all conditions, easements, covenants, reservations, restrictions and right of way of record; and

WHEREAS, proposed subdivision is zoned Unrestricted; and

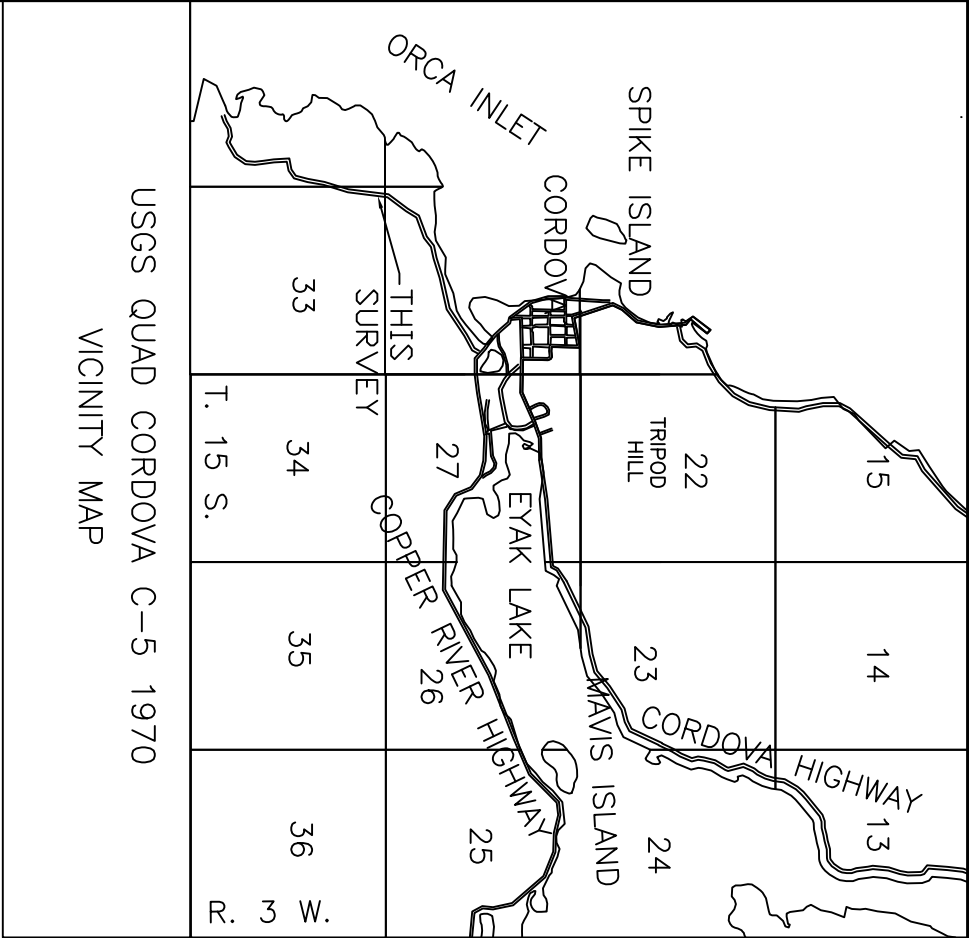
NOW THEREFORE BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby approves the final plat of Lot 32B and Lot 32C, U.S. Survey 3601 effective the date this resolution is adopted.

PASSES AND APPROVED THIS 17th DAY OF July, 2013.

James Kacsh, Mayor

Attest:

Susan Bourgeois, City Clerk

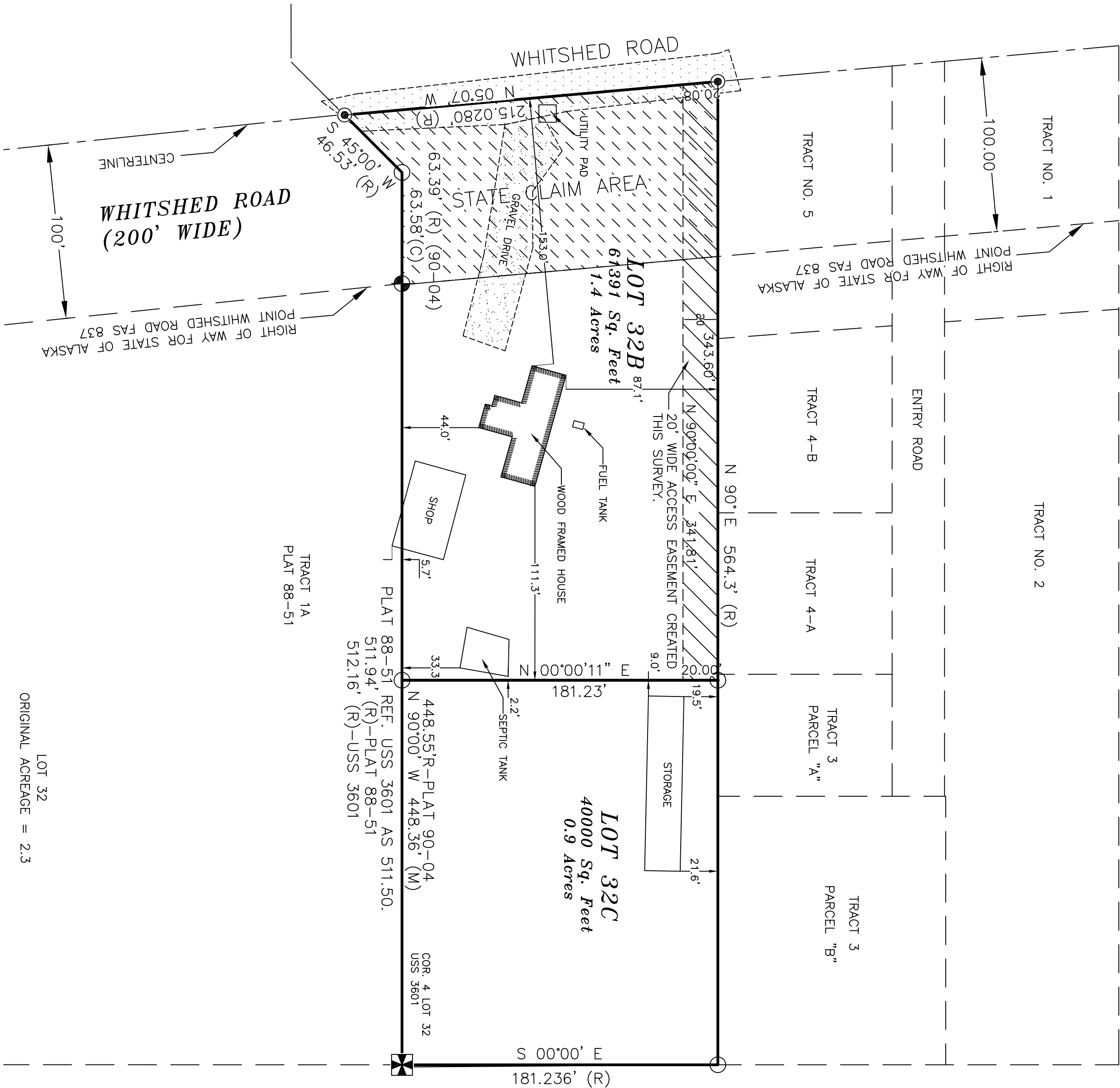


- LEGEND**
- ✠ = FOUND 3-1/2" BRASS CAP
 - ⊕ = FOUND 2" ALUMINUM CAP
 - = SET YELLOW PLASTIC CAP
 - ⦿ = SET MAG NAIL WITH FLASHER
 - (M) = MEASURED DIMENSION
 - (R) = RECORD DIMENSION
 - (C) = CALCULATED DIMENSION

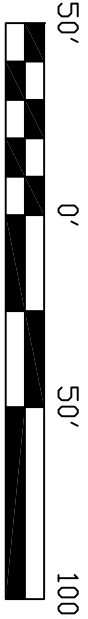
NOTES:

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- THE 20' WIDE ACCESS EASEMENT CREATED THIS PLAT IS TO PROVIDE ACCESS TO LOT 32 C ONLY.

- REFERENCES:
- U.S. SURVEY 3601 AS RECORDED IN THE CORDOVA RECORDING DISTRICT.
 - U.S. SURVEY 3681 AS RECORDED IN THE CORDOVA RECORDING DISTRICT.
 - PLAT 91-2 AS RECORDED IN THE CORDOVA RECORDING DISTRICT.
 - ALASKA D.O.T. POINT WHITSHED ROAD FAS 837.



LOT 32
ORIGINAL ACREAGE = 2.3



OWNERSHIP AFFIDAVIT

I HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY DESCRIBED HEREON, I HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS FOR PUBLIC UTILITIES, STREETS, ALLEYS, THOROUGH FAIRS, PARKS AND OTHER PUBLIC AREAS SHOWN HEREON.

WILLIAM DALE JOHANNESSEN REPRESENTATIVE _____ DATE _____

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____ 2013

WILLIAM DALE JOHANNESSEN REPRESENTATIVE _____

TAX CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THE CITY OF CORDOVA ALL TAXES ASSESSED AND DUE AGAINST SAID LAND AND IN FAVOR OF THE CITY OF CORDOVA ARE PAID IN FULL.

DATED AT CORDOVA, ALASKA, THIS _____ DAY OF _____ 2013

CORDOVA CITY CLERK _____

PLAT APPROVAL

CORDOVA PLANNING AND ZONING COMMISSION

RECEIVED _____ DATE _____

APPROVED _____ DATE _____

CHAIRMAN _____ DATE _____

THIS IS TO CERTIFY THAT WITHIN PLAT IS DULY APPROVED IN ACCORDANCE WITH THE CITY OF CORDOVA

CITY CODE THIS _____ DAY OF _____ 2013

CITY MANAGER _____

CITY CLERK _____ DATE _____

COMMUNITY DEVELOPMENT DIRECTOR _____ DATE _____



SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA, THAT THIS AS-BUILT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AS DESCRIBED AND THAT ALL DIMENSIONS ARE CORRECT.
DATE: _____ REGISTRATION NO. _____
MARK R. SLIDEMY REGISTERED LAND SURVEYOR

SUBDIVISION OF
LOT 32, U.S. SURVEY 3601

CREATING:

LOTS 32B & 32C, U.S. SURVEY 3601

CORDOVA ALASKA

DRAWN BY DATE
CDH 8-11-13
SCALE SHEET 1 of 1
1"=50'
PROJECT NO. 13-01
PREPARED FOR: WILLIAM DALE JOHANNESSEN SR. ESTATE, CORDOVA, ALASKA 99574

ST. DENNY SURVEYING INC.
P.O. BOX 388, KODIAK, ALASKA 99615 (907) 481-9500

**CITY OF CORDOVA, ALASKA
RESOLUTION 07-13-43**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA,
ALASKA, SUPPORTING THE NATIVE VILLAGE OF EYAK'S SHEPARD
POINT ROAD AND DEEP-WATER OIL SPILL RESPONSE FACILITY
PROJECT**

WHEREAS, the devastating effects of the Exxon Valdez oil spill still resonate in the community for their effects on the economy and environment of the City of Cordova and Prince William Sound; and

WHEREAS, the Native Village of Eyak is working toward implementing the Shepard Point Road and Deep-water Oil Spill Response Facility to provide enhanced oil spill response capabilities for Cordova and Prince William Sound; and

WHEREAS, increasing the capacity for oil spill response equipment stored in Cordova, providing dedicated staging areas and dock space, providing deep-draft capability for oil spill response vessels of opportunity, and reducing critical response time by shortening the distance of resupply to potential spill sites are all enhancements to the existing oil spill response system currently in place in Cordova; and

WHEREAS, enhanced oil spill response capabilities would serve the City of Cordova by protecting citizens' livelihoods and the ecosystems they depend on from future oil spills; and

WHEREAS, the Shepard Point Road and Deep-water Oil Spill Response Facility would provide the auxiliary benefit of dependable access to the Humpback Creek Hydroelectric Facility.

NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby supports the Native Village of Eyak's Shepard Point Road and Deep-water Oil Spill Response Facility Project.

PASSED AND APPROVED THIS 17th DAY OF JULY, 2013

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, City Clerk

CITY OF CORDOVA, ALASKA

RESOLUTION 7-94-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA
SUPPORTS AND APPROVES THE STATE DEPARTMENT OF TRANSPORTATION AND
PUBLIC FACILITIES PROPOSED EXTENSION OF THE
ORCA ROAD FROM THE ORCA CANNERY TO SHEPARD POINT

WHEREAS, the State DOT/PF is requesting the City of Cordova's
approval for establishing road access for a future deep-draft, oil
response port site at Shepard Point; and

WHEREAS, the City Council has approved the construction of the
Shepard Point road as part of its Capital Improvements Project
List; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City
of Cordova, Alaska, supports and approves the proposed road access
from Orca Point to Shepard Point.

PASSED AND APPROVED THIS 6 DAY OF July, 1994.

Margy K. Johnson
Mayor Margy K. Johnson

Lynda Plant
Lynda Plant, City Clerk

**CITY OF CORDOVA, ALASKA
RESOLUTION 03-01-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA,
ALASKA RECONFIRMING ITS SUPPORT AND APPROVAL OF THE STATE
OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC
FACILITIES PROPOSED EXTENSION OF THE ORCA ROAD FROM ORCA
POINT TO SHEPARD POINT AND THE CONSTRUCTION OF A DEEP
WATER PORT AT SHEPARD POINT**

WHEREAS, the City Council of Cordova, Alaska approved Resolution 7-94-36 on July 6, 1994 declaring its support and approval of a proposed road access from Orca Point to Shepard Point; and

WHEREAS, the City of Cordova has been actively working towards the goal of constructing a road and deep-water port in Shepard Point, having spent more than \$2,000,000 in environmental studies, feasibility studies and permit applications; and

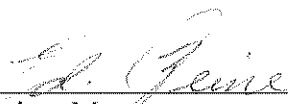
WHEREAS, the City of Cordova turned the responsibility of obtaining the necessary permits back to the State of Alaska in the anticipation that the State would be more successful in obtaining the necessary permits from State and Federal Agencies; and

WHEREAS, the Alaska Department of Transportation and Public Facilities (AK DOT/PF) is requesting reconfirmation of the Council's support for the extension of Orca Road from Orca Point to Shepard Point before it will continue with the NEPA 404 Merger Process;

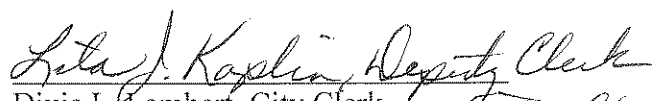
NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska does hereby reconfirm its support and approval of the extension of Orca Road from Orca Point to Shepard Point and the construction of a deep water port at Shepard Point; and


BE IT FURTHER RESOLVED THAT the City Council of the City of Cordova, Alaska does hereby direct the City Manager to notify the AK DOT/PF, in writing, that the City Council desires the AK DOT/PF to continue with the NEPA 404 Merger Process on behalf of the City of Cordova.

PASSED AND APPROVED THIS 7th DAY OF MARCH, 2001



Ed Zeine, Mayor



Dixie L. Lambert, City Clerk


Dixie L. Lambert, City Clerk

**CITY OF CORDOVA, ALASKA
RESOLUTION 03-04-17A**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AMENDING RESOLUTION 03-04-17 TO REFLECT A CHANGE IN THE THIRD LINE
OF THE SECOND "WHEREAS" BY STRIKING THE PHRASE "OR UPGRADE TO
THE EXISTING TRANSPORTATION SYSTEM".**

WHEREAS, development of an oil spill response facility in the Cordova area would enhance existing oil-spill response capabilities in the southeast area of Prince William Sound; and

WHEREAS, the currently proposed facility will consist of a deepwater dock with adequate depth for large oil-spill response vessels, an area contiguous to the dock for staging oil-spill recovery equipment, and an access road ~~or upgrade to the existing transportation system~~ linking the dock facility to the Cordova airport; and

WHEREAS, Shepard Point is strategically located where it provides the deepwater access for the large oil-spill response vessels and a staging area for oil-spill recovery equipment; and

WHEREAS, an access road linking Shepard Point to the Cordova airport would ensure efficient transport of equipment and supplies into and out of the facility.

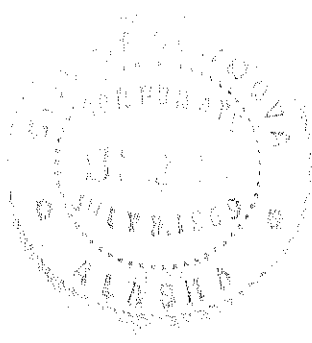
NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby supports an access road linking the Cordova Oil Spill Response Facility, located at Shepard Point, to the Cordova airport in order to provide efficient transport of equipment and supplies into and out of the facility.

BE IT FURTHER RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby amends Resolution 03-02-17 to reflect a change in the third line of the second "WHEREAS" by striking the phrase "or upgrade to the existing transportation system".

PASSED AND APPROVED THIS 17TH DAY OF MARCH, 2004.


Timothy L. Joyce, Mayor


Lila J. Koplin, City Clerk



**CITY COUNCIL SPECIAL MEETING
APRIL 29, 2013 @ 7:00 PM
PWSAC CONFERENCE ROOM
MINUTES**

A. CALL TO ORDER

Mayor James Kacsh called the Council Special Meeting to order at 7:00 pm on April 29, 2013 in the PWSAC Conference Room.

B. ROLL CALL

Present for roll call were *Mayor James Kacsh* and Council members *Tim Joyce*, *David Allison*, *EJ Cheshier* and *David Reggiani*. Council members *Kristen Carpenter*, *Bret Bradford* and *James Burton* were absent. Also present were Interim City Manager *Don Moore* and City Clerk *Susan Bourgeois*.

C. APPROVAL OF AGENDA

M/Reggiani S/Allison to approve the agenda.

Vote on motion: 4 yeas, 0 nays, 3 absent (Carpenter, Bradford, Burton). Motion carried.

D. DISCLOSURES OF CONFLICTS OF INTEREST – None.

E. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Audience Comments regarding agenda items – None.

Council member *Kristen Carpenter* joined the meeting at 7:04 pm.

F. NEW BUSINESS

2. City Manager applicants review

Mayor Kacsh stated that he thought that the local applicant should be on the list of interviews. *Joyce* agreed. *Moore* stated that they did a preliminary background and reference check, which is attached with a few notes for each applicant. Nothing alarming was found for any of the candidates. *Mayor Kacsh* stated that they should take a few minutes to look over each applicant, and then come up with a few questions that they would like to ask, as well as a timeframe for phone interviews. After looking over the applicants, *Mayor Kacsh* asked if they thought that anyone should be added back in. *Joyce* stated that they were going to add Moe Zamarron. *Moore* stated that they should consider Leon Kiana because he did have management experience in Alaskan cities. *Carpenter* asked if they were deciding whom to do telephone interviews with; and if everyone would be present during the phone interviews. *Mayor Kacsh* stated that both were correct. *Joyce* stated that they should do a background and reference check on Kiana, before moving forward with him.

G. AUDIENCE PARTICIPATION – None.

H. EXECUTIVE SESSION

M/Reggiani S/Allison to go into executive session to discuss matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government, specifically to discuss City Manager salary requirements.

Vote on motion: 5 yeas, 0 nays, 2 absent (Bradford, Burton). Motion carried.

The *Council* went into executive session at 7:18 pm, and reconvened the special meeting at 7:37 pm.

Mayor Kacsh stated that they were going to re-advertise the position with a close date of May 15th. They were also going to set up phone interviews with the current applicants. **Joyce** stated that he would not be available for a week starting from the following Wednesday. **Reggiani** thought that **Appleton** should find out the applicants availability, and try to set something up with them, and then get back to the Council. **Mayor Kacsh** stated that **Moore** had given the Council nine additional questions to ask, which were not asked during the last hiring process. **Appleton** suggested that staff write out a few questions as well. **Mayor Kacsh** requested that **Appleton** email the questions from the last hiring process. **Carpenter** thought that for the first round, there could be fewer and broader questions. When the list was narrowed down, then they could ask more specific questions. **Joyce** suggested emailing **Moore's** nine questions, as well as the questions from the last time, and the Council could pick their top three questions. Then the top ten would be asked. **Appleton** stated that she could email out a list of the questions, and the Council could number their preferences first to last. The **Council** agreed to **Appleton's** suggestion. The deadline to turn in their responses would be Friday. The **Council** decided to try to make the interviews on May 7th.

I. COUNCIL COMMENTS – None.

J. ADJOURNMENT

M/Allison S/Joyce to adjourn.

Hearing no objection, the meeting was adjourned at 7:49 pm.

Approved: July 17, 2013

Attest: _____
Erika Empey

**CITY COUNCIL SPECIAL MEETING
MAY 7, 2013 @ 6:00 PM
LIBRARY MEETING ROOM
MINUTES**

A. CALL TO ORDER

Mayor James Kacsh called the Council Special Meeting to order at 6:00 pm on May 7, 2013 in the Library Meeting Room.

B. ROLL CALL

Present for roll call were *Mayor James Kacsh* and Council members *Tim Joyce, David Allison, Bret Bradford, EJ Cheshier* and *David Reggiani*. Council members *Kristen Carpenter* and *James Burton* were absent. Also present were Interim City Manager *Don Moore* and City Clerk *Susan Bourgeois*.

C. APPROVAL OF AGENDA

M/Reggiani S/Bradford to approve the agenda.

M/Joyce S/Reggiani to amend the agenda, so that Resolution 05-13-27 is discussed before the City Manager candidate telephone interviews.

Vote on amendment: 5 yeas, 0 nays, 2 absent (Carpenter, Burton). Motion carried.

Vote on main motion: 5 yeas, 0 nays, 2 absent (Carpenter, Burton). Motion carried.

D. DISCLOSURES OF CONFLICTS OF INTEREST – None.

E. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Audience Comments regarding agenda items – None.

Council member *Kristen Carpenter* joined the meeting at 6:02 pm.

F. NEW BUSINESS

2. Resolution 05-13-27

A resolution of the City Council of the City of Cordova, Alaska, authorizing the City Manager to use \$900,000 from the UBS line of credit account to compensate Denny's Construction, Inc. for all work completed by it on the Cordova Center.

M/Bradford S/Reggiani to approve Resolution 05-13-27, a resolution of the City Council of the City of Cordova, Alaska, authorizing the City Manager to use \$900,000 from the UBS line of credit account to compensate Denny's Construction, Inc. for all work completed by it on the Cordova Center.

Joyce requested for *Moore* to explain to the Council where they were at with signatures and contracts. *Moore* stated that the agreement was in the parameters that were set forth by the City Council, and it has been signed and notarized by both parties. The operative clause required payment by May 10th, which is Friday. They need at least a day to set up the draw from the line-of-credit, and then they can do a wire transfer. The current rate on the line-of-credit is 2.699%, which translates into about \$2,010 per month in interest. The current blended rate for the permanent fund is generating slightly more than that. *Mayor Kacsh* asked what the turn-around time was on receiving a check from EVOS after they requested funds. *Moore* was uncertain. *Reggiani* stated that turn-around time was typically about three weeks.

Vote on motion: 6 yeas, 0 nays, 1 absent (Burton). Joyce – yes, Cheshier – yes, Bradford – yes, Carpenter – yes, Reggiani – yes, Allison – yes. Motion carried.

3. City Manager Candidate Telephone Interviews

Bradford thought that either questions 2 or 4 should be removed or possibly combined. *Joyce* thought that asking question #2 was more relevant for the first interview, and question #4 for a follow up interview question. He was in favor of taking #4 out. Mayor *Kacsh* thought they could reword question

#4 to make it a more general community question. *Joyce* suggested asking what the role of the City in a rural community is in providing things for the community. *Carpenter* thought they should just remove a question instead of trying to combine. *Cheshier* agreed. The *Council* concurred with removing #4.

The *Council* called the first applicant, *Dennis Sparks*. *Mayor Kacsh* welcomed Mr. Sparks. *Joyce* started the interview by asking how he would describe his management style. *Sparks* replied that it was a team management style characterized by working with department heads and the City Council. *Carpenter* asked in his experience, what problem areas were most stressful for Managers. *Sparks* replied that the most challenging situation is when the City Council is divided. *Bradford* asked what was one thing Sparks was proud of accomplishing, and to describe it. *Sparks* discussed a situation where he helped a City he had worked for avoid bankruptcy. As a personal accomplishment, he talked about becoming a flight instructor. *Reggiani* asked what his career goals were, and how did Cordova fit into them. *Sparks* stated that he had done a lot of research on Cordova, and he feels that him and his wife would fit in nicely there. *Mayor Kacsh* asked him about his experience in implementing and managing a budget through its cycle. *Sparks* stated that he has a lot of experience with budgets, up to 45 million dollars. He has also supervised up to 12 department heads with 366 employees. He also stated that he has not had a tax increase while he was a City Manager. *Allison* asked if he had ever had a supervisory role with union employees, and if so, could he explain his philosophy. *Sparks* stated that he did have experience, as well as being their representative. He also has experience as a Court ordered mediator. *Cheshier* asked how *Sparks* viewed the relationship between the City Manager and the City Council and the Mayor and the City Clerk. *Sparks* stated that he has enough experience, and he knows where all the lines are. He knows how to work collaboratively with each entity. *Joyce* asked *Sparks* to describe a time when he had to intervene to solve a problem or conflict. *Sparks* stated that most issues were personnel issues. They were pretty simple to solve by explaining particular job duties. He also described a situation where an employee was fired. *Carpenter* asked how *Sparks* thought he would fit into living in a small, rural, Alaskan community. *Sparks* stated that he grew up as an outdoorsman, hunted all his life, and now enjoys wildlife photography. He has been to Alaska before, and thinks Cordova would be a nice place. *Bradford* asked why it would be in the Council's best interest to hire him. *Sparks* talked about all of his experience, as well as wanting to finally settle down. The *Council* thanked Sparks, and ended the interview.

The *Council* called the second applicant, *Russell Pratt*. *Joyce* started the interview by asking how he would describe his management style. *Pratt* replied that he likes to encourage a collegial environment. *Carpenter* asked about in his experience, what problem areas were most stressful for Managers. *Pratt* stated that the elected officials could sometimes be tough to handle. *Bradford* asked what was one thing *Pratt* was proud of accomplishing, and to describe it. *Pratt* explained a time when he worked for a town that was going through a tough time, and he applied for the JFOA budget award, and won. *Reggiani* asked what his career goals were, and how did Cordova fit into them. *Pratt* stated that he wanted to continue on in local government. *Mayor Kacsh* asked him about his experience in implementing and managing a budget through its cycle. *Pratt* stated that he has created eight or nine municipal budgets. He also developed a tool to update the City Manager on a daily basis about where the budget stood. *Allison* asked if he had ever had a supervisory role with union employees, and if so, could he explain his philosophy. *Pratt* stated that he had not been in a supervisory role over union employees, however he has been a component of negotiations. *Cheshier* asked how *Pratt* viewed the relationship between the City Manager and the City Council and the Mayor and the City Clerk. *Pratt* stated that the City Manager would lead the City Council by completing the work that they have already instructed him to do. He stated the City Clerk's role was to support the Mayor. *Joyce* asked *Pratt* to describe a time when he had to intervene to solve a problem or conflict. *Pratt* described a time when he developed a safety program for worker's compensation incidents. *Carpenter* asked how *Pratt* thought he would fit into living in a small, rural, Alaskan community. *Pratt* stated that he was used to

living in small communities. He also enjoyed the outdoors. Furthermore, he just completed two tours in Iraq, and was used to dealing with extreme conditions. **Bradford** asked why it would be in the Council's best interest to hire him. **Pratt** stated that he would put a lot of effort and heart into his work, making it more than just a job. The **Council** thanked **Pratt**, and ended the interview.

Moore stated that there have been more applicants that have come in since the last closing date.

The **Council** called the third applicant, **Paul Poczobut**. **Joyce** started the interview by asking how he would describe his management style. **Poczobut** stated that he followed a style called Total Quality Management, which was characterized by having input of staff and Council members. **Carpenter** asked about in his experience, what problem areas were most stressful for Managers. **Poczobut** stated that as far as Managers, it was having employees not do their job or pulling their weight. As far as citizens, he said people who were anti-government. **Bradford** asked what was one thing **Poczobut** was proud of accomplishing, and to describe it. **Poczobut** stated that he reduced the budget significantly for one city he worked for, without laying anyone off. It was done through union negotiations. **Reggiani** asked what his career goals were, and how did Cordova fit into them. **Poczobut** stated that he would like to move to Alaska. **Mayor Kacsh** asked his about his experience in implementing and managing a budget through its cycle. **Poczobut** stated that he usually begins about six months before hand. He also likes to completely redo a budget every five years or so, and get rid of line items that are no longer relevant. Staff priority lists are also helpful. **Allison** asked if he had ever had a supervisory role with union employees, and if so, could he explain his philosophy. **Poczobut** stated that he did have experience. He also attended three workshops on the subject. He also described how he negotiated reducing the budget by compromising with the unions. **Cheshier** asked how **Poczobut** viewed the relationship between the City Manager and the City Council and the Mayor and the City Clerk. **Poczobut** stated that he felt the City Manager was advisor and a facilitator to the City Council and the Mayor. They were also the collective boss of the City Manager. The City Clerk works as sort of an administrator. **Joyce** asked **Poczobut** to describe a time when he had to intervene to solve a problem or conflict. **Poczobut** described how a community requested him to build new amenities in their community, but the Council had denied his request to find funding for them. He didn't solve the problem, but he learned a lesson from it, which was to act when the time was right. **Carpenter** asked how **Poczobut** thought he would fit into living in a small, rural, Alaskan community. **Poczobut** stated that he had done some research, and was aware of how isolated it was. However, he feels that he would enjoy the outdoors and all the festivals in the community. **Bradford** asked why it would be in the Council's best interest to hire him. **Poczobut** stated that he is a proud credentialed manager with International City County Management Association. There are only about 1300 members in the whole United States. He's also extremely dedicated to his job. In addition, he served twenty years in the Navy, which taught him a great deal about leadership. The **Council** thanked **Poczobut**, and ended the interview.

The **Council** called the fourth applicant, **Moe Zamarron**. **Joyce** started the interview by asking how he would describe his management style. **Zamarron** stated that he takes into account his environment and surroundings. He also brings forth ideas and is open to changing or working on them. **Carpenter** asked about in his experience, what problem areas were most stressful for Managers. **Zamarron** stated that the problems that he sees most are planning and strategizing, such as the Cordova Center. **Bradford** asked what was one thing **Zamarron** was proud of accomplishing, and to describe it. **Zamarron** stated that what he does best, is to bring innovation to a job. He felt that he improved relationships with State agencies. **Reggiani** asked what his career goals were, and how did Cordova fit into them. **Zamarron** stated that he would like to improve the quality of life for the community through a variety of avenues. He would like to continue to be a part of it. **Mayor Kacsh** asked his about his experience in implementing and managing a budget through its cycle. **Zamarron** stated that he has experience through planning projects. He does this by estimating and planning out projects. He also does cost-

benefit analysis for each project. He has experience up to \$10M in an operating budget. *Allison* asked if he had ever had a supervisory role with union employees, and if so, could he explain his philosophy. *Zamarron* stated that he was in a union many years ago. He also thought the current situation between the City and the union was written out and worked well. *Cheshier* asked how *Zamarron* viewed the relationship between the City Manager and the City Council and the Mayor and the City Clerk. *Zamarron* stated that the City Manager provides information gathered from staff, as well as their own recommendation, to the City Council. Then the direction given to the City Manager from the City Council is implemented by the Manager. The Mayor and City Clerk help with that also. *Joyce* asked *Zamarron* to describe a time when he had to intervene to solve a problem or conflict. *Zamarron* described how he handled snow removal for the City. *Carpenter* asked how *Zamarron* thought he would fit into living in a small, rural, Alaskan community. *Zamarron* stated that he has embraced the community since moving here, and will work to provide means of enjoyment and opportunity. *Bradford* asked why it would be in the Council's best interest to hire him. *Zamarron* stated that he has innovative thinking that would benefit the City.

The *Council* thanked *Zamarron*, and ended the interview.

The *Council* discussed the candidates a little, and agreed to meet again Friday, May 17th, at noon to discuss other applicants that would come in.

G. AUDIENCE PARTICIPATION – None.

H. EXECUTIVE SESSION

4. City Clerk evaluation and possible contract negotiations

M/Bradford S/Allison to go into executive session to discuss matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government, specifically to discuss City Clerk's evaluation and possible contract negotiations.

Vote on motion: 6 yeas, 0 nays, 1 absent (Burton). Motion carried.

The *Council* took a five-minute recess at 8:16 pm, went into executive session at 8:21 pm, and reconvened the special meeting at 8:50 pm.

Mayor *Kacsh* stated that the Council discussed the City Clerk evaluation, and no action is being taken.

M/Bradford S/Joyce to go into executive session to discuss matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government, specifically to discuss the City Clerk's employment agreement.

Vote on motion: 5 yeas, 1 nay (Joyce), 1 absent (Burton). Motion carried.

Mayor Kacsh stated that they discussed the City Clerk's contract. No action was taken.

I. COUNCIL COMMENTS

Allison thanked and commended *Bourgeois* for a job well done.

Reggiani, Bradford, Carpenter, Joyce, Cheshier, and Mayor *Kacsh* all thanked *Bourgeois*.

J. ADJOURNMENT

M/Bradford S/Allison to adjourn.

Hearing no objection, the meeting was adjourned at 9:12 pm.

Approved:

Attest: _____
Erika Empey

**CITY COUNCIL SPECIAL MEETING
MAY 17, 2013 @ 12:00 PM
LIBRARY MEETING ROOM
MINUTES**

A. CALL TO ORDER

Mayor James Kacsh called the Council Special Meeting to order at 12:00 pm on May 17, 2013 in the Library Meeting Room.

B. ROLL CALL

Present for roll call were *Mayor James Kacsh* and Council members *David Allison*, *Bret Bradford*, *EJ Cheshier* and *David Reggiani*. Council members *Tim Joyce*, *Kristen Carpenter* and *James Burton* were absent. Also present were Interim City Manager *Don Moore* and Deputy City Clerk *Tina Hammer*.

Council member *Kristen Carpenter* arrived at 12:01 pm.

C. APPROVAL OF AGENDA

M/Reggiani S/Bradford to approve the agenda.

M/Reggiani S/Bradford to amend the agenda, to remove item F.2.

Vote on amendment: 5 yeas, 0 nays, 2 absent (Joyce, Burton). Motion carried.

Vote on main motion: 5 yeas, 0 nays, 2 absent (Joyce, Burton). Motion carried.

D. DISCLOSURES OF CONFLICTS OF INTEREST – None.

E. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Audience Comments regarding agenda items – None.

F. NEW BUSINESS

1. Certification of 2013 property tax roll

M/Reggiani S/Bradford to certify the 2013 property assessment roll.

Vote on motion: 5 yeas, 0 nays, 2 absent (Joyce, Burton). Motion carried.

~~2. City Clerk contract update~~

3. Interim City Manager contract extension

M/Allison S/Carpenter to approve the first amendment to the employment agreement for Interim City Manager Don Moore.

Mayor Kacsh stated that the City could have an interim City Manager for a maximum of six months without having issues with the PERS retirement program. *Carpenter* thought that the City should get in contact with PERS, just in case a City Manager was not hired before the deadline. *Reggiani* stated that he was in favor of the amendment, but past that timeframe, he wanted to have a permanent City Manager in place. *Mayor Kacsh* stated that *Moore* would get in contact with PERS, just as a precaution.

Vote on motion: 5 yeas, 0 nays, 2 absent (Joyce, Burton). Motion carried.

4. City Manager Candidate Review

Appleton stated that the City had just received *Randy Robertson's* application, so it was not a part of the packet. His original application was mailed in April, but the City never got it. *Appleton* requested another one be sent and just now received it, which was the handout. The *Council* agreed to review the application. *Mayor Kacsh* asked if the Council wanted to do phone interviews with any of the applicants. *Reggiani* requested *Randy Robertson*. *Carpenter* requested *John Cecil* and *Tim Bolton*.

Bradford stated that he thought *John Cecil* and *John Erickson*. *Allison* stated that he had *Cecil* and *Erikson*, at least for discussion; and after looking at *Robertson's*, he was worth a phone interview. *Mayor Kacsh* thought that *Tim Bolton* should be considered. After some discussion, the *Council* decided that *Robertson*, *Cecil*, *Bolton*, and *Erickson* would be contacted for phone interviews. The *Council* decided to meet on Tuesday, May 21st at 6:00 pm.

G. AUDIENCE PARTICIPATION – None.

H. COUNCIL COMMENT

Carpenter wondered if they should be offering more, to potentially bring in more candidates. *Mayor Kacsh* stated there would be an executive session, and that could be part of the discussion.

I. EXECUTIVE SESSION

5. City Manager position & job search

M/Bradford S/Reggiani to go into executive session to discuss matters involving consideration of governmental records that by law are not subject to public disclosure, specifically to discuss City Manager position & job search.

Vote on motion: 5 yeas, 0 nays, 2 absent (Joyce, Burton). Motion carried.

The *Council* went into executive session at 12:22 pm, and reconvened the special meeting at 12:37 pm.

Mayor *Kacsh* stated that no action was taken.

J. ADJOURNMENT

M/Bradford S/Allison to adjourn.

Hearing no objection, the meeting was adjourned at 12:38 pm.

Approved:

Attest: _____
Erika Empey

**CITY COUNCIL SPECIAL MEETING
MAY 20, 2013 @ 12:00 PM
LIBRARY MEETING ROOM
MINUTES**

A. CALL TO ORDER

Mayor James Kacsh called the Council Special Meeting to order at 12:14 pm on May 20, 2013 in the Library Meeting Room.

B. ROLL CALL

Present for roll call were *Mayor James Kacsh* and Council members *Kristen Carpenter*, *David Allison*, *Bret Bradford* and *David Reggiani*. Council members *Tim Joyce*, *EJ Cheshier* and *James Burton* were absent. Also present were Interim City Manager *Don Moore* and City Clerk *Susan Bourgeois*.

C. APPROVAL OF AGENDA

M/Reggiani S/Allison to approve the agenda.

Vote on motion: 4 yeas, 0 nays, 3 absent (Joyce, Cheshier, Burton). Motion carried.

D. DISCLOSURES OF CONFLICTS OF INTEREST – None.

E. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Audience Comments regarding agenda items – None.

F. EXECUTIVE SESSION

2. Update for Council with City Attorney regarding City Clerk contract

M/Reggiani S/Bradford to go into executive session to discuss matters which by law, municipal charter or code are required to be confidential, specifically, to discuss City Clerk contract with the City Attorney.

Vote on motion: 4 yeas, 0 nays, 3 absent (Joyce, Cheshier, Burton). Motion carried.

The *Council* went into executive session at 12:17 pm, and reconvened the special meeting at 1:32 pm.

Mayor Kacsh stated that the City Attorney would be making changes to the City Clerk contract, and would bring it back to the Council at a later date.

G. ADJOURNMENT

M/Reggiani S/Allison to adjourn.

Hearing no objection, the meeting was adjourned at 1:32 pm.

Approved:

Attest: _____
Erika Empey

**CITY COUNCIL REGULAR MEETING
JUNE 19, 2013 @ 7:30 PM
LIBRARY MEETING ROOM
MINUTES**

A. CALL TO ORDER

Mayor James Kacsh called the Council Regular Meeting to order at 7:30 pm on June 19, 2013, in the Library Meeting Room.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

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

C. ROLL CALL

Present for roll call were **Mayor James Kacsh** and Council members **Kristin Carpenter**, **David Allison**, **Bret Bradford**, **David Reggiani** and **James Burton**. Council members **Tim Joyce** and **EJ Cheshier** were absent. Also present were Interim City Manager **Don Moore**, City Clerk **Susan Bourgeois** and a representative from Birch Horton Bittner & Cherot, the City Attorney, **Cortney Kitchen**.

D. APPROVAL OF REGULAR AGENDA

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

Vote on main motion: 5 yeas, 0 nays, 2 absent (Cheshier, Joyce). Motion passes.

E. DISCLOSURES OF CONFLICTS OF INTEREST

Kristin Carpenter said she had a perceived conflict on agenda item 8 because she works for the CRWP which is doing the grant for the project mentioned there. **Mayor Kacsh** agreed that she was conflicted and asked her to refrain from discussing and voting upon that item when it was before Council.

F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Guest Speaker – none

2. Audience comments regarding agenda items

Kristin Carpenter spoke in support of approving the resolution regarding accepting an easement for the Eyak Mountain Trail. She said when the item came up for approval she would like to assist with an amendment to the resolution that the Council might like to make concerning future protection for the landowner who is giving the easement – protection in that the granting of the easement would not impede her future replat of the affected lots.

3. Chairpersons and Representatives of Boards and Commissions

Harbor Commission Council Representative **Burton** said the last meeting was canceled for lack of a quorum.

HSB representative **Allison** said that the Board will have its regular quarterly meeting on the first Wednesday in July.

P&R representative **Kristin Carpenter** reported that there hadn't been a meeting since the last Council meeting.

P&Z representative **Reggiani** reported that they had a meeting and the easement request for the trail proposal before Council tonight had been discussed there as well as discussion concerning planning to update the comprehensive plan. The commission will be forwarding a recommendation to Council concerning that.

School Board representative **Bret Bradford** said he was not in attendance at last week's school board meeting but that it was chaired by **Dan Reum** and it was a record short meeting.

4. Superintendent's Report - **Theresa Keel** was not present.

G. APPROVAL OF CONSENT CALENDAR

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

Reggiani called out item 8. **Allison** called out item 7. **Bradford** called out item 6. **Mayor Kacsh** placed them as items 21a, 21b, and 21c respectively.

5. Resolution 06-13-34 A resolution of the City Council of the City of Cordova, authorizing the City Manager to enter into a 5 year lease of property legally described as a portion of USS 2679 and within the Cordova High School, to include approximately 1,203 square feet of classroom and office space known as "classroom #3" and the "multi-purpose room" of the Cordova High School's library with the University of Alaska, on behalf of the University of Alaska, Prince William Sound Community College's Cordova campus

~~6. Resolution 06-13-35 A resolution of the City Council of the City of Cordova, Alaska, approving new personnel classification and pay plan schedule~~

~~7. Resolution 06-13-36 A resolution of the City Council of the City of Cordova, Alaska, authorizing a 2.25% wage increase for all exempt (non-union) employees of the City of Cordova, except for the City Manager and the City Clerk, effective June 1, 2013~~

~~8. Resolution 06-13-37 A resolution of the City Council of the City of Cordova, Alaska, accepting a 10 foot wide conservation easement from Linden's Land Company, Inc., across portions of Lots 16 and 17, Block 46, and Lots 1—11, Block 45, Cordova Townsite in order to provide public access to the Eyak mountain trail~~

9. Approval of exception for Copper River Wild Salmon Festival, July 26-27

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

H. APPROVAL OF MINUTES

M/Reggiani S/Bradford to approve the Minutes.

10. Special Meeting Minutes 04-11-13

11. Board of Equalization Minutes 04-15-13

12. Regular Meeting Minutes 06-05-13

Vote on main motion: 5 yeas, 0 nays, 2 absent (Cheshier, Joyce). Motion passes.

I. CONSIDERATION OF BIDS - none

J. REPORTS OF OFFICERS

13. Mayor's Report

Mayor Kacsh said he had a written report in the packet. He said he is trying to start a conversation with the governor's office about the Cordova Center and he finally got a call back Monday from **Randy Ruaro**, in the Governor's office and they are interested in us putting together a package with pictures etc. of the project (i.e. Cordova Center). Council had a lengthy discussion regarding lobbying and **John Bitney** and the **Mayor** taking a trip to Kodiak this summer, etc.

14. Manager's Report – **Moore** said, Mr. Mayor and members of the Council. I did submit a written report albeit late, it didn't make the published packet; I sent it out electronically. I'd just like to mention a few of the things that aren't in there and things I have added since. One is the Mayor and Council member email accounts. We think it's important to bring the City email use into compliance with the Open Meetings Laws, public records laws, and I've attached a memorandum that we have worked up that outlines what we need to do to do this. The use of emails these days, personal emails, for official business and that sort of thing has come again under a lot of discussion lately and its getting involved in when the City or whatever government has a lawsuit, if there has been official business conducted by personal email that opens up those personal emails to subpoena and everything else. Probably the best known one in this state is the Palin incident where as I understand it, what came out of that finally was that you can conduct official business over personal emails but it does open those emails to court action if there is seizure or something like that and it makes them public record. The system we propose is fairly simple. We would assign every elected official an email address and we would direct the staff to only communicate official business to that email address. Now what you do with that once you get it, in fact you could set your system up to forward that to your personal

account if you wanted to and that's up to you just keep in mind that if you answer back through your personal email account that would attach to the public records laws and that sort of thing. We will assign you a password and you can change that to whatever you want. We would just like to communicate through the official channels from the administrative side. **Carpenter** said so from now on all of our City emails regarding Council will be coming to that email address? **Moore** said yes, it will come to that email address only. Like I say, if you want to forward it to another account that's fine, and that can be done automatically. **Reggiani** said, first off, I think what you said is that this is going to bring the City's email system into compliance, your opening statement, I am thinking that probably isn't what you meant because I don't think, that would imply that we are out of compliance. Well, **Moore** said, we are not really out of compliance, with anything. **Reggiani** said that's my understanding. For the record, I wanted that to be in the record; that the City is not out of compliance. **Moore** said, that's a good point, it's not really out of compliance, it's open to risk. **Reggiani** said, I'd like to suggest we have a discussion with counsel, with our legal counsel, and I don't know which one we are working with on this one; if it's **Holly** or somebody else. **Cortney Kitchen** was present and said I am prepared to answer questions. **Reggiani** said I think we need to kick it back, one, I am not in favor of this, I don't see that we are at the point of going through the server and then having it forwarded to a personal email I don't really know how that does anything. Like you said it would open up the personal email to public record. Quite frankly don't need another email account to keep track of or lose things in. I have already turned back my envelope to the Clerk and asked that I am going to have to accept that but at the same time we have all these last minute handouts before a meeting, those need to go to an email account that I am on, and checking all of the time I certainly didn't reply to any of those so I am not really sure it matters where it went. If it left the server then there's a record if you sent it to me, and if I'm not sending it back, they can subpoena my account and look at so I don't think there's any risk if I don't do any official business. Of recent, I have been with the City Clerk's contract so maybe that goes through legal counsel instead of through a personal email account. So anyway, I want to kick it back and maybe have a discussion with our attorney about it other than the one who's present, a little more familiar with the risks and all of that. **Moore** said that is fine as long as you know that if we are directed to send official business to your email account that is definitely going to open it up to whatever action might occur. **Reggiani** said, but again, I don't see a compliance issue there. We are doing it that way now and having another email account being forwarded to our email account is just going to, I don't see that doing anything. **Moore** said, I am not suggesting that you forward to your email account, I'm saying that if you do that, you can do that, there's nothing to prevent that, I just want to make sure that the staff doesn't send official business to anywhere other than official channels. **Reggiani** said, then I will request it in paper and be put in my inbox. **Carpenter** said you can set up a forward, **Reggiani** said I know you can, I don't see the point in that because it is on the record if they send it from a personal email account because it's leaving their outbox. **Reggiani** said, I just think we need to have the discussion and talk about it a little more. I don't know if I am the only one on Council who feels this way. **Bradford** said I'm with you **Dave**, I've been getting packets and meeting notifications and correspondence for I don't know, fifteen or twenty years, from **Susan**, oh no four years, but my point is that I give that email address with the understanding that if there's a subpoena or some court appeal going on, they can have my computer, my email address, I don't care. That's just part of the deal so I'd just as soon leave it the way it is personal, I don't see how the City would be at risk by sending you what they should send you to my email address. To follow that up, for me to get another email account, I guess I would need to see why it, what the City's risk is there. **Moore** said, part of my job is to give you my advice and my advice is that you do official business through official channels, you know this is going to be a legacy when you leave the Council too if there are issues that you might be working on now that don't become some kind of conflict until after you are no longer a Councilman yet your past email account is still subject to some kind of action. **Mayor Kacsh** said I was also going to mention I don't think the risk is necessarily the City's as much as it is us as volunteers. The City is not really putting anything out there; the risk is actually to us. Whereas, our personal stuff could be at risk by using our personal emails for official

business. So down the road if something were to happen, it's just a liability if something were to happen. That's what they're trying to protect, you, as a volunteer. **Reggiani** said he appreciates that, I guess I don't really understand, what official work we are doing outside of the City server because if the City sends me an email, it came from the City so there is a record of that. If I reply to that, if I reply to **Susan** there's going to be a record of her receiving it so I guess, out of network, I don't know – I'm not doing any official business out of network. He said what he is trying to do here is express his feelings and circle back at a later time to talk about it again when it's an agenda item. **Mayor Kacsh** said we can put that on the next agenda. **Allison** said he agreed and it warrants a discussion and this probably isn't the time to debate the issue. **Mayor Kacsh** – we can talk about that, we can put it on the next agenda; where we can have a good discussion about it with a little more information. **Burton** said, I guess I'm the only one that likes it. **Moore** said we'll hold off on that until we've had the chance to discuss it.

Moore said he also attached to his report a couple of letters that were sent to the contractors on the Cordova Center and a letter he wrote to the PWSSC concerning their request for leases/purchases on four different City properties. **Moore** said a draft has gone back and forth between himself and the prospective City Manager, **Randy Robertson**. He has a final version and has handed that to Council as well. With the dry weather, the water levels have been a concern, however, we are ok because the warm weather has also meant a great deal of melt and we are doing fine. **Moore** understands that when canneries ramp up for pinks there could be more of a strain on the water supply.

M/Reggiani S/Bradford to recess for 5 minutes at 8:15 pm. Meeting was reconvened at 8:20 pm.

Council member **Cheshier** arrived at the meeting via teleconference.

15. City Clerk's Report – **Bourgeois** said that property tax bills would be in the mail July 1. They are ready to go in the new software system – Caselle. She mentioned a staff meeting she had attended to discuss provisions in the new Title 4 – personnel policies and procedures manual that had been written by the City Attorneys. She said it was very productive and they hoped to have a few more meetings such as that one.

K. CORRESPONDENCE

16. Email from James Mykland in re North Fill and Cordova Center

17. Letter from Governor Parnell in re Cordova Capital Priorities 06-05-13

18. Alaska Municipal League annual membership dues statement 05-20-13

19. Letter from Senator Stevens to Mayor in re Fish Follies invitation

L. ORDINANCES AND RESOLUTIONS

20. Ordinance 1109 An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code Title 11 entitled "port and harbor facilities" to update all provisions, to improve readability and clarity, to comply with federal and state law, and to revise the auction procedures for impoundment of nuisances and the disposal of vessels – 2nd reading

M/Reggiani S/Burton to adopt Ordinance 1109 an ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code Title 11 entitled "port and harbor facilities" to update all provisions, to improve readability and clarity, to comply with federal and state law, and to revise the auction procedures for impoundment of nuisances and the disposal of vessels.

Moore said this was reviewed by staff (planner and harbormaster) and back to the attorney and then to Council. The one question Council had at the first reading was whether to remove the penalties from Code and put them in the fee schedule annually. The attorney opined that the penalties should remain in the code. Fees are for the fee schedule not penalties. There was discussion regarding whether a dollar a day penalty was enough to deter. Council decided to keep it as it was (i.e. \$31/month penalty).

Vote on the motion: 6 yeas, 0 nays, 1 absent: Carpenter-yes; Bradford-yes; Joyce-absent; Cheshier-yes; Burton-yes; Reggiani-yes and Allison-yes.

21. Resolution 06-13-38 A resolution of the City Council of the City of Cordova, Alaska, appointing an Acting City Manager

Mayor Kacsh said that Council will need to appoint someone to be acting manager until the new manager arrives. His suggestion to Council was to appoint **Moe Zamarron**. **Bradford** asked when **Robertson** would be here. **Moore** said that his start date will be August 5. **Moore** said he thinks there are a number of City employees in this room who could do the job. He said it should be entirely a Council decision. He said that **Moe** as the public works director is involved in things that the public sees everyday (i.e. baler, landfill, water etc.). He thinks he would be an excellent choice.

M/Reggiani S/Carpenter to approve Resolution 06-13-38 a resolution of the City Council of the City of Cordova, Alaska, appointing **Moe Zamarron** as Acting City Manager. He added – to insert **Moe Zamarron** in the blanks in the resolution.

Vote on motion: 6 yeas, 0 nays, 1 absent (Joyce). Motion passes.

Item 21a. or original agenda item 6. Resolution 06-13-35 A resolution of the City Council of the City of Cordova, Alaska, approving new personnel classification and pay plan schedule

M/Carpenter S/Burton to approve Resolution 06-13-35 a resolution of the City Council of the City of Cordova, Alaska, approving new personnel classification and pay plan schedule.

Moore said that code does say that the Manager should review the classification plan at least annually and he did so and believes that four positions stood out as not in the appropriate place in the classification. He did both an internal review (comparing their duties to other department heads/ # of people supervised, City infrastructure under their control, etc.) and an external review/comparison to other similar sized and similarly complex communities in Alaska to arrive at a new place for these four positions in the classification and pay plan schedule.

Allison said he has no problem with the increases, but he sees where the memo says it will be handled and absorbed in the budget yet the fiscal note says an appropriation is necessary – so which is it? It was determined that the fiscal note was the error and it was to be absorbed in the different funds and budgets.

Reggiani said he is supportive but his concern is that this should be accomplished at budget time and such increases should be aligned when budgets are approved. **Moore** agreed wholeheartedly and will advise **Mr. Robertson** to do exactly that for future budget cycles.

Vote on motion: 6 yeas, 0 nays, 1 absent (Joyce). Motion passes.

Item 21b. or original agenda item 7. Resolution 06-13-36 A resolution of the City Council of the City of Cordova, Alaska, authorizing a 2.25% wage increase for all exempt (non-union) employees of the City of Cordova, except for the City Manager and the City Clerk, effective June 1, 2013

M/Allison S/Reggiani to approve Resolution 06-13-36 a resolution of the City Council of the City of Cordova, Alaska, authorizing a 2.25% wage increase for all exempt (non-union) employees of the City of Cordova, except for the City Manager and the City Clerk, effective June 1, 2013

Moore said this has been done frequently that when the union employees receive an increase, then the exempts do as well – he included the cost which he is asking for an appropriation to accomplish.

Vote on the motion: 6 yeas, 0 nays, 1 absent: Cheshier-yes; Allison-yes; Bradford-yes; Joyce-absent; Carpenter-yes; Burton-yes and Reggiani-yes.

Item 21c. or original agenda item 8. Resolution 06-13-37 A resolution of the City Council of the City of Cordova, Alaska, accepting a 10 foot wide conservation easement from Linden's Land Company, Inc., across portions of Lots 16 and 17, Block 46, and Lots 1 – 11, Block 45, Cordova Townsite in order to provide public access to the Eyak mountain trail

M/Reggiani S/Burton to approve Resolution 06-13-37 a resolution of the City Council of the City of Cordova, Alaska, accepting a 10 foot wide conservation easement from Linden's Land Company, Inc., across portions of Lots 16 and 17, Block 46, and Lots 1 – 11, Block 45, Cordova Townsite in order to provide public access to the Eyak mountain trail

M/Reggiani S/Allison to amend by inserting a seventh whereas that says... "Linden's Land Company and the City recognize that the conservation easement is not intended to impede or interfere with future re-platting of the property or vacation of rights of way subject to the conservation easement"

Reggiani asked the **City Planner** if she has reviewed the amendment and it works. **Sam Greenwood** stated that it works and is legal and makes sense.

Vote on motion to amend: 5 yeas, 0 nays, 1 absent (Joyce), 1 conflicted (Carpenter). Motion passes.

Vote on main motion: 5 yeas, 0 nays, 1 absent (Joyce), 1 conflicted (Carpenter). Motion passes.

M. UNFINISHED BUSINESS

22. Approval of Safe Routes to School conceptual design

M/Allison S/Reggiani to approve the Safe Routes to School conceptual design for sidewalks and crosswalks as outlined in the USKH 3/23/2011 drawings and to direct staff to continue with the process to develop the Safe Routes to School on Third Street.

Allison said the record is clear, planning and staff has handled it and the project needs to move forward.

Vote on motion: 6 yeas, 0 nays, 1 absent (Joyce). Motion passes.

23. Council approval of City Clerk's Draft Employment Agreement

(may be discussed in executive session)

M/Reggiani S/Bradford to approve the City Clerk's employment agreement as outlined in the packet starting on page 71.

Bourgeois said she has sent the Council several edits to the contract that she is suggesting. She asked if Council wanted to address them one at a time. **Mayor Kacsh** said, yes, that is fine. **Bourgeois** said that she had spoken with **Amy (Limeres)** the City Attorney who works with personnel contracts to edit a few things just for form, grammar, etc. Otherwise **Bourgeois** went on to say that she asked for a salary increase equal to the 2.25% that Council just gave the union and exempt employees. **Bourgeois** also asked for a salary increase to be built into the contract equal to any increase given to exempts over the course of the contract. **Bourgeois** stated that an important concern to her was the leave accrual and carry-over. **Bourgeois** asked for accrual to remain at 240 hours/year but asked that the carry-over be increased to 480 hours and that at year-end anything above 480 be cashed-out instead of forfeited. Along with that **Bourgeois** wanted **all** annual leave to be cashed out at separation. **Bourgeois** stated that she had arrived at these numbers and provisions by researching many other municipalities' codes and personnel policies. **Bourgeois** said that she felt that her request falls somewhere in the middle of what is offered at other places. **Bourgeois** stated that she had the misfortune of having annual leave wiped off the book in the amount of 90+ hours at the end of 2011 and she believed that that was never Council's intention to make someone feel the loss of money going out the door to the tune of 90+ hours of salary. **Bourgeois** said that her suggestion of cash out above the max allowed at year end would remedy that. **Bourgeois** asked if there were questions or concerns – she hoped they could negotiate her contract at this point.

Reggiani said he certainly had no questions for the Clerk; he wanted to know if that was the extent of the counteroffer.

Bourgeois responded in the affirmative.

M/Reggiani S/Burton to go into executive session to discuss matters the immediate knowledge of which would clearly have an adverse effect on the finances of the government specifically to seek advice from counsel.

Allison said he would prefer to postpone until after Council comments.

M/Reggiani S/Burton to postpone the executive session until before item 29.

Vote on motion: 6 yeas, 0 nays, 1 absent (Joyce). Motion passes.

24. Health Care Housing grant update

Mayor Kacsh said that **Bitney** is working on a grant for us and he may need Council direction in the near future so this will come before us again.

N. NEW & MISCELLANEOUS BUSINESS

25. Approval of City Manager contract for employment with Randy Robertson

(draft contract will be brought to the meeting – may be discussed in executive session)

M/Reggiani S/Allison to postpone this item to a special meeting early next week as the manager suggested.
Vote on motion: 6 yeas, 0 nays, 1 absent (Joyce). Motion passes.

26. Redistricting – discussion/update – Mayor Kacsh said that the last date to redraw and look at new maps is June 21. We have a few options. There was a concurrence of Council to have **Bitney** at an upcoming meeting to hear his opinions and have a good discussion with him about this.

27. Pending Agenda and Calendar

June 24 – noon meeting for the Manager’s contract and Bitney to discuss redistricting and lobbying efforts out of session. June 26 – noon meeting for the City Manager’s exit interview/report to Council.

O. AUDIENCE PARTICIPATION

Paul Trumblee said – you guys do a great job.

P. COUNCIL COMMENTS

27. Council Comments

Burton thanked Don for an incredible job; had good comments for the road crews – happy about that.

Allison also thanked Don for the work he has put in; he wondered about the timeline for the Acting City Manager, seemed like there were no dates in there. **Moore** said he’d be mentoring **Moe** until midnight on the 28th of June. **Allison** thanked the exempts he said it was only a pittance that we gave them – but they are appreciated. He thanked all of City staff – we have a great crew.

Reggiani thanks to everyone – especially **Don**.

Bradford thanked **Don** as well – inherited a mess and has pulled it off – he’s made a big difference in our town.

Carpenter echoed all the comments – **Don** has been a great “steady at the helm” presence – calm, etc. Also, she is happy to hear about the things going on in Public Works – water leaks being fixed and recycling, etc.

Mayor Kacsh also expressed his gratitude to **Moore** – an invaluable asset.

Q. EXECUTIVE SESSION

Item 28 a. original agenda item 23. Council approval of City Clerk’s Draft Employment Agreement

M/Reggiani S/Bradford to go into executive session for matters the immediate knowledge of which would clearly have an adverse effect on the finances of the government, specifically reviewing the counteroffer from the City Clerk on her employment agreement.

Vote on motion: 6 yeas, 0 nays, 1 absent (Joyce). Motion passes.

Council entered the executive session at 9:32 pm and reconvened the regular meeting at 10:37 pm.

Reggiani stated that in the executive session, Council reviewed the counteroffer and directed the City Attorney to write a summary of the items that were agreed to and those that were not agreed to and to communicate those with the City Clerk tomorrow. Then, the contract will be on the special meeting agenda on Monday.

29. Attorney advice regarding PWSSC land disposal

M/Allison S/Bradford to go into an executive session to discuss matters that are attorney client privileged in re negotiations, specifically land dealings with the PWSSC.

Vote on motion: 6 yeas, 0 nays, 1 absent (Joyce). Motion passes.

Council entered executive session at 10:38 pm; Council came out of executive session at 10:54 pm.

30. Cordova Center Finances – Attorney advice/update

M/Bradford S/Allison to go into an executive session to discuss matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government, specifically Cordova Center finances.

Vote on motion: 6 yeas, 0 nays, 1 absent (Joyce). Motion passes.

Council entered executive session at 10:54 pm; Council came out of executive session at 10:58 pm.

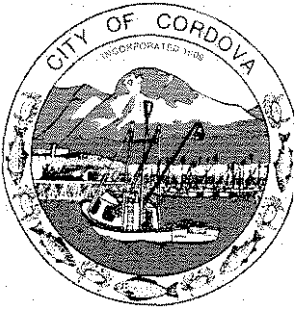
Mayor Kacsh said we are out of executive session and no action was taken.

R. ADJOURNMENT

M/Reggiani S/Bradford to adjourn the regular meeting at 10:59 pm; with no objection, the meeting was adjourned.

Approved: July 17, 2013

Attest: _____
Susan Bourgeois, City Clerk



CITY OF CORDOVA

Office of City Manager

To: Mayor and City Council
From: Moe Zamarron, Acting City Manager
Subject: City Manager's Q2 2013 Report and Regular Report to Council
Date: July 8, 2013

The City Manager transition has provided an overlap in reporting from this office. The Q2 report was handily presented by Don Moore, Interim City Manager and I have little to add. The Q2 reports from staff are included.

Currently we have a few activities that warrant mention in the regular report.

1. Dokoozian Construction will be back to take corrective action concerning the windows at the Cordova Center. A schedule of activity is being prepared by the contractor.
2. Communicating with Randy Robertson concerning arrival dates, shipping of their belongings and gathering highlights from department heads for his review.
3. Staff has been meeting regularly on Title 4 and communicating with Council and the attorneys our questions and comments.
4. Grant and loan paperwork is progressing. The Eyak WTP roof replacement has been bid and award of the contract is on this agenda.

CORDOVA VOLUNTEER FIRE DEPARTMENT

Quarterly Report

In this 2nd quarter the Cordova Volunteer Fire Department responded to 62 calls for Fire, Rescue and EMS for a total of 332.05 member hours. Including the emergency calls, the volunteers of the fire department participated in the regular Thursday night meetings, public education and other activities for a total of 2287.8 member hours.

This quarters training and activities included floata pump and porta tank ops, capnography training, managing maydays, fire extinguishers, accountability training, Eng 2 pump training ops, HIPPA training, air bags and stabilizing ops, vehicle extrication, stair chair and gurney training, medical assessments, code drills, I.V training, dispatcher SOP training, Health Fair, 2x2 cancer walk, portable dispatch training, CPR orientation.

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

Ambulance Billing Financials are included this quarter. Please see attached.

Monthly Activity 4-13

			Attendance	Hours	Total Man Hours
Date	Thursday Meetings				
4/4	FF I Floata Pump and Porta Tank Training		13	3.5	45.5
4/4	Run Reviews and Capnography Training		9	3	27
4/11	M7 Inventory		6	1	6
4/11	Annual Business Meeting		28	3	84
4/18	Vehicle Inventory		20	2	40
4/25	Purple Thursday		36	4.5	162
	Total		112	17	364.5
Date	Public Education Taught				
4/11	USFS CPR Recert		1	6	6
	Total		1	6	6
Date	Other Activities				
4/16	Ordering supplies/research		1	7.25	7.25
4/18	Fire hall Clean up		1	2	2
4/27	Health Fair Prep		1	3	3
4/27	Ambulance Restock		1	6	6
	Total		4	18.25	18.25
Date		Fire Runs			
4/5	13-010	Ocean Beauty False Alarm	8	0.5	4
4/13	13-011	Ocean Beauty False Alarm	24	0.5	12
4/18	13-012	Ocean Beauty False Alarm	14	0.5	7
4/24	13-013	Ocean Beauty False Alarm	17	0.5	8.5
		Total	63	2	31.5
Date		Amb. Runs			
4/3	13-028	Man feeling numb	5	1	5
4/3	13-029	Transport	4	0.5	2
4/3	13-030	Transport	3	1.5	4.5
4/11	13-031	Transport	4	2	8
4/11	13-032	Transport	3	1.5	4.5
4/13	13-033	Possible Stroke	4	1	4
4/15	13-034	Pt. Unresponsive	3	0.25	0.75
4/19	13-035	Transport	4	1.5	6
4/19	13-036	Man having trouble breathing	3	1	3
4/19	13-037	Transport	3	1.75	5.25
4/21	13-038	Hypothermic Man	4	0.25	1
4/23	13-039	Man losing balance and slurred speech	4	1	4
4/30	13-040	Man having seizure	6	0.5	3
4/30	13-041	Transport	4	1.25	5
		Total	26	7.75	28.75
		Total hours for the month of April			449

Monthly Activity 5-13

			Attendance	Hours	Total Man Hours
Date	Thursday Meetings				
5/2	Medic Run Reviews		13	2.25	29.25
5/2	Managing May Days		16	3	48
5/9	Business Meeting		24	3	72
5/16	FF I Fire Extinushers		16	3	48
5/16	EMT Medical Station Night		16	4	64
5/23	FF I and Medic Accountability Training		26	3	78
5/30	ENG 2 Company Pump Ops		4	3	12
5/30	HIPPA Training		12	3	36
5/30	Res 1 Con Airbags and Stabilization Ops		5	2.5	12.5
	Total		132	26.75	399.8
Date	Public Education Taught				
5/6	Elementry School CPR		2	5	10
5/7	Elementry School CPR		2	4	8
5/9	Elementry School CPR		1	3	3
5/29	CPR Training for City Shop		1	3.5	3.5
	Total		6	15.5	24.5
Date	Other Activities				
5/3	Ambulance Bay Clean Up		1	3.5	3.5
5/4	Health Fair and 2X2 Cancer Walk		19	5	95
5/5	Pass Device malfunction training		1	1	1
5/5	Office Supply Room Clean Up		1	3.5	3.5
5/6	EMT Ambulance Orientation Class		8	3.5	28
5/6	Accountability Board Work		1	5	5
5/8/	Fire Hall Clean Up		4	3	12
5/10	Accountability Board Work		1	3	3
5/10	House Capt Duties		1	1	1
5/11	Live Fire Training		22	7	154
5/23	Ambulance Restock		1	1.5	1.5
5/25	Portable Dispatch Center training		12	2	24
5/26	FFI and EMT MVA Extrication Training		9	2.5	22.5
5/27	CPR Orientation for new instructors		9	2.5	22.5
5/28	Cert Training		9	26	234
5/28	Cert Training Proctoring		4	2	8
	Total		103	72	618.5
Date		Fire Runs			
5/2	13-015	Unconfirmed Fire Alarm at Ocean Beauty	17	0.5	8.5
5/3	13-016	Fire Alarm Sound in Residential Home	20	0.75	15
5/4	13-017	Automated Alarm at Trident North	20	0.25	5
5/5	13-018	Service Call to search for ELT	1	1.5	1.5
		Total	58	3	30
Date		Amb. Runs			
5/1	13-042	Transport	4	1.5	6
5/1	13-043	Transport	4	2	8

5/5	13-044	Seizure	4	0.75	3
5/5	13-045	Unconsciuous Male	4	0.5	2
5/10	13-046	Transport	3	1.5	4.5
5/10	13-047	Unconsciuous Male	5	0.25	1.25
5/14	13-048	Transport	5	1	5
5/18	13-049	Unconsciuous Male	12	1	12
5/21	13-050	Possible Seizure	4	0.75	3
5/23	13-051	Transport	3	1.5	4.5
5/24	13-052	Transport	2	1.25	2.5
5/24	13-053	Unconsciuous Male	10	0.5	5
5/27	13-054	Transport	4	1.75	7
5/29	13-055	Unconsciuous Male	19	1.25	23.75
5/29	13-056	Transport	2	2	4
		Total	85	17.5	91.5
		Total hours for the month of May	384	134.8	1164

Monthly Activity 6-13

			Attendance	Hours	Total Man Hours
Date	Thursday Meetings				
6/5	Vehicle Extraction FF I / Medic		20	3	60
6/5	Medic Run Reviews		18	2	36
6/6	Stair Chair/ Gurney Training		7	1.5	10.5
6/13	Ambulance Inventory		8	1	8
6/13	Business Meeting		28	3	84
6/20	Dispatch/ EMS Brainstorming		18	2	36
6/27	hazmat Trailer Inventory		20	3	60
6/27	Medical Assessment Training		5	2	10
	Total		124	17.5	304.5
Date	Public Education Taught				
	Total		0	0	0
Date	Other Activities				
6/5	Rescue 1 Maintenance		1	2	2
6/5	Vehicle transport prep		3	3	9
6/19	Code Setup		1	2	2
6/19	Medic Training		7	2	14
6/21	Code Drill Setup		2	2	4
6/21	EMT II & II Code and Skill Training		10	2	20
6/29	Carwash		24	7	168
6/30	Assist homowner		1	1	1
	Total		49	21	220
Date		Fire Runs			
6/9	13-019	Unconfirmed Fire Alarm	7	0.5	3.5
6/15	13-020	Fishing Vessel Fire	28	1	28
6/17	13-021	Fire Alarm at CCMC	20	0.5	10
6/27	13-022	ELT Beacon Locate	3	1	3
6/29	13-023	Carbon Monoxide Alarm	1	1	1
		Total	58	3	45.5
Date		Amb. Runs			
6/1	13-057	Transport	4	1	4
6/1	13-058	Anaphalixics Shock	4	0.5	2
6/2	13-059	Possible Suicide	4	0.25	1
6/7	13-060	Possible Suicide	3	1.25	3.75
6/9	13-061	Transport	3	1.5	4.5
6/12	13-062	Woman Fell	4	0.75	3
6/12	13-063	Transport	3	1.25	3.75
6/12	13-064	Transport	4	1.25	5
6/13	13-065	Transport	3	1	3
6/14	13-066	Transport	3	1.25	3.75
6/15	13-067	Boat Fire	11	0.75	8.25
6/15	13-068	Man Fell	14	1.5	21

6/16	13-069	Transport	4	1.5	6
6/17	13-070	Transport	4	2.25	9
6/18	13-071	Transport	2	1.5	3
6/19	13-072	Transport	3	1	3
6/25	13-073	Transport	3	2.5	7.5
6/25	13-074	Man having seizure	6	0.75	4.5
6/28	13-075	Transport	5	1	5
6/29	13-076	Transport	3	1.25	3.75
		Total	90	24	104.8
		Total hours for the month of June	321	65.5	674.8

CITY OF CORDOVA
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2013

FIRE DEPT. VEHICLE ACQUISITION

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
	<u>REVENUE</u>					
203-300-40325	INVESTMENT EARNINGS	3.03	3.03	.00	(3.03)	.0
203-300-40430	AMBULANCE SERVICE CHARGES	34,375.19	34,375.19	10,000.00	(24,375.19)	343.8
	TOTAL REVENUE	<u>34,378.22</u>	<u>34,378.22</u>	<u>10,000.00</u>	<u>(24,378.22)</u>	<u>343.8</u>
	TOTAL FUND REVENUE	<u>34,378.22</u>	<u>34,378.22</u>	<u>10,000.00</u>	<u>(24,378.22)</u>	<u>343.8</u>

CITY OF CORDOVA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2013

FIRE DEPT. VEHICLE ACQUISITION

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>EXPENDITURES</u>					
203-400-52180	PROFESSIONAL SERVICES	3,500.82	3,500.82	.00	(3,500.82)	.0
	TOTAL EXPENDITURES	3,500.82	3,500.82	.00	(3,500.82)	.0
	TOTAL FUND EXPENDITURES	3,500.82	3,500.82	.00	(3,500.82)	.0
	NET REVENUE OVER EXPENDITURES	30,877.40	30,877.40	10,000.00	(20,877.40)	308.8



UBS Financial Services Inc.

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Anchorage Office

Fax. 907-261-5990

www.ubs.com

July 10, 2013

City Council Members and Staff
City of Cordova, Alaska
602 Railroad Avenue
Cordova, Alaska 99574

Dear Council Members and Staff,

The second quarter of 2013 was marked by volatility in both the stock and bond markets. This created a retracement of the gains made in the first quarter of the year. A sharp rise in interest rates across the bond markets had the most impact. Prices of existing bonds fell (bond prices and interest rates have an inverse relationship, rates up = prices down). For instance, residential mortgage rates, while still near historic lows, jumped nearly 27% in less than a three month period! In reaction, existing mortgage bonds fell sharply in price. While interest rates are still historically very low, investors were concerned over comments made by Chairman of the Federal Reserve in reference to beginning to "taper" the Fed's \$85 billion per month open-market bond purchases. A stronger than expected June jobs report added to the "fire sale" in the bond markets. The concern being this might give the Fed a reason to begin reducing monetary stimulus. However, in a July 8th UBS Wealth Management Research report, analysts stated, in part *"In the short-term, while further moves are possible, we believe this rise in yields will not (emphasis added) be sustained. Over a longer horizon, the normalization of historically low interest rates to higher levels remains our base case.* As I write this, rates have actually fallen slightly in the past few days.

The City of Cordova has a total of **\$12,970,022** (including accrued interest), on deposit with UBS, distributed among seven funded accounts as of June 30th. Five of these accounts are under active investment management. Three accounts are fixed income accounts managed by Sage Advisors. Two Permanent Fund accounts are invested in the UBS Portfolio Management Program. The remaining two accounts, one for the Permanent Fund and one for the Central Treasury, are being used primarily as cash management accounts. In addition, we do hold an ultra short-term bond fund in the Permanent Fund account, as well as a market-linked certificate of deposit.

*Year to date, through June 30, 2013, the net returns for the four Permanent Fund accounts, which include a cash management account, has been .69%. The return for the three Central Treasury accounts, which consist of only fixed income investments and cash type instruments, has been -1.12%. The combined net returns for the first half of 2013 for all seven accounts held at UBS have been .03%, a frustrating result. The balance of the Securities Based Lending credit line currently totals **\$903,072.***

Sage Advisory manages the majority of the fixed income portfolios for the city. Sage has been very actively re-allocating the bonds held in the bond portfolios and has done a masterful job navigating an extremely difficult bond market. *I have attached a short weekly commentary from Sage, which provides an excellent overview of the economic and market forces affecting interest rates and the bond markets. Also attached is a digest of a UBS research report entitled "Pause and balance" produced by our Portfolio Advisory Group, which covers other markets as well.* In addition to previously referenced presentation, I have attached three performance reports for your review. The first report reflects the asset allocation and combined portfolio performance for all seven accounts. This summary report is followed by separate reports for the Permanent Fund and Central Treasury accounts. As always, thank you for the opportunity to assist Cordova.

Sincerely,

Buck Adams, CFP®, CIMA®, ChFC®
Senior Vice President – Investments

UBS Financial Services Inc. is a subsidiary of UBS AG



Branch office:
3000 "a" Street
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Anchorage, AK 995034040

Financial Advisor:
KEYSTONE WEALTH MANAGEMENT
GRO
9072615900

UBS Client Review

as of June 30, 2013

Prepared for

City of Cordova

Accounts included in this review

^ performance and account start dates differ (see disclosures)

Account	Name	Type
UC 03542	• CT	• MAC Wrap
UC 03543	• CT	• Business Service Account
UC 03544	• PF	• Business Service Account
UC 03545 ^	• PF	• Portfolio Management Program
UC 03546	• PF	• MAC Wrap
UC 03547 ^	• City of Cordova	• Basic Investment Account - Business
UC 04046	• CT	• MAC Wrap
UC 04047	• PF	• Portfolio Management Program

What's inside

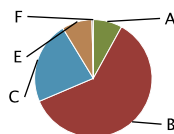
Executive summary.	2
Performance review.	3
Important information about this report.	4

Executive summary

as of June 30, 2013

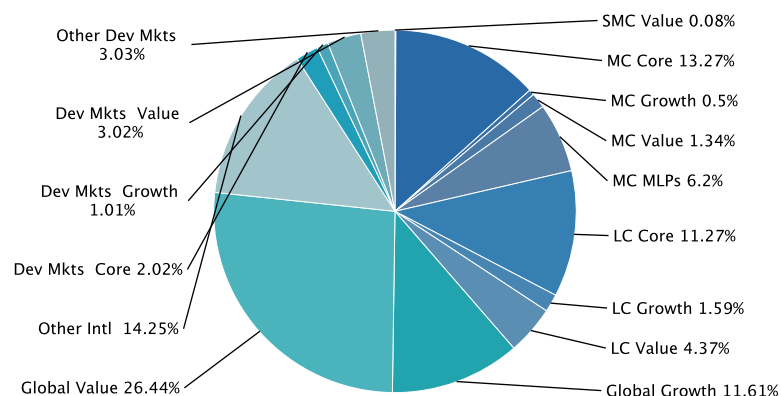
Asset allocation summary

	Value on 06/30/2013 (\$)	% of portfolio
A Cash	1,035,734.36	7.99
Cash	1,035,734.36	7.99
B Fixed Income	7,861,265.28	60.61
US	6,763,175.97	52.14
Global	711,523.85	5.49
International	386,565.46	2.98
C Equity	2,944,363.11	22.70
US	1,137,071.08	8.77
Global	1,120,191.20	8.64
International	687,100.83	5.29
D Commodities	0.00	0.00
E Non-Traditional	1,078,252.32	8.31
Non-Traditional	1,078,252.32	8.31
F Other	50,406.92	0.39
Other	50,406.92	0.39
Total Portfolio	\$12,970,022.00	100%

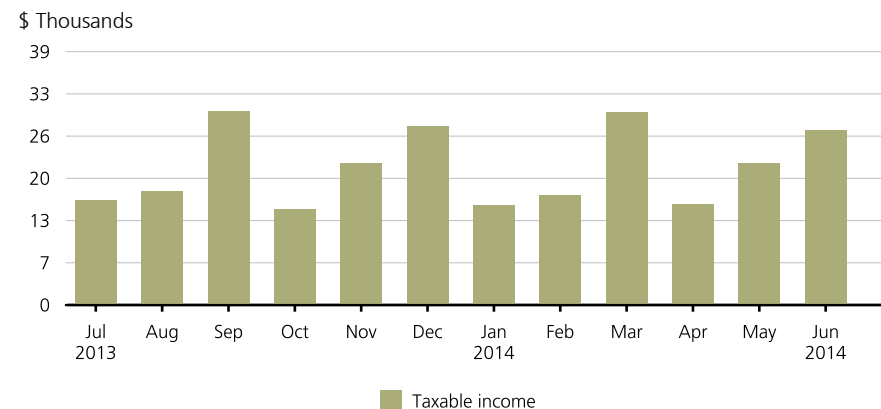


Balanced mutual funds represented in multiple asset classes based on Morningstar allocations

Equity capitalization and style


Total equities: \$2,944,363.11

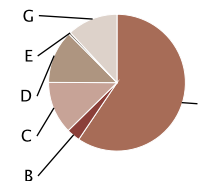
Expected cash flow


Total expected cash flow: \$255,031.35

Cash flows displayed account for known events such as maturities and mandatory puts.

Credit quality of bond holdings

Effective credit rating	Issues	Value on 06/30/2013 (\$)	% of port.
A Aaa/AAA/AAA	38	3,636,939.52	59.57
B Aa/AA/AA	7	195,646.52	3.19
C A/A/A	34	760,618.25	12.35
D Baa/BBB/BBB	32	764,712.13	12.43
E Non-investment grade	1	30,750.62	0.49
F Certificate of deposit	0	0.00	0.00
G Not rated	5	729,799.44	11.96
Total	117	\$6,118,466.48	100%

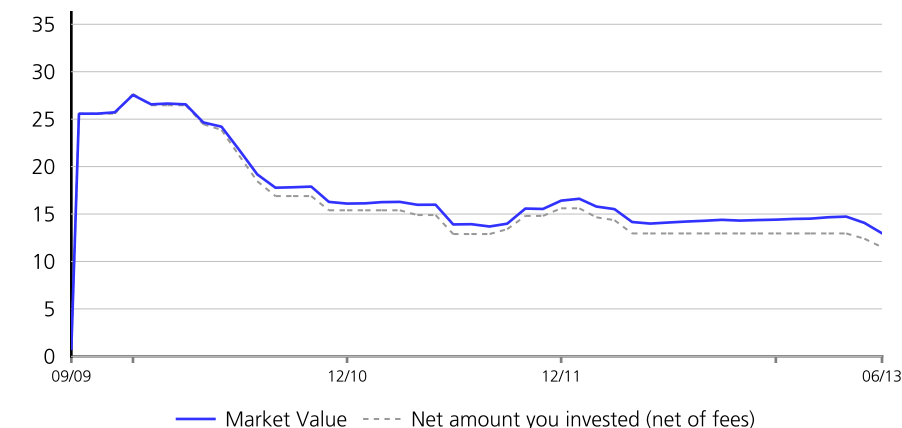


Performance review

as of June 30, 2013

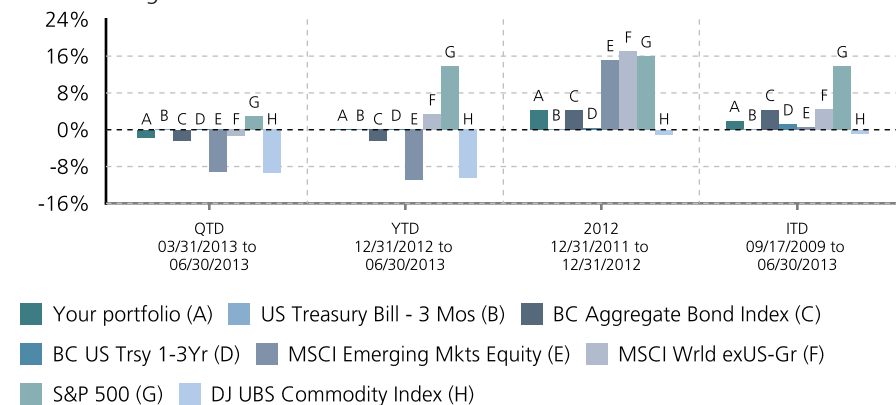
Sources of portfolio value

\$ Millions



Portfolio and selected benchmark returns

Net Time-weighted returns annualized



Portfolio value and investment returns

Performance returns (annualized > 1 year)

	QTD 03/31/2013 to 06/30/2013	YTD 12/31/2012 to 06/30/2013	2012 12/31/2011 to 12/31/2012	ITD 09/17/2009 to 06/30/2013
Opening value	14,662,845.20	14,405,260.91	16,409,037.55	800,000.00
Net deposits/withdrawals	-1,471,578.33	-1,492,271.83	-2,730,972.99	10,399,347.79
Div./interest income	69,796.21	135,409.23	277,089.58	1,149,419.47
Change in accr. interest	-6,006.78	-7,179.31	-3,756.80	16,575.77
Change in value	-285,034.29	-71,197.00	453,863.57	604,678.97
Closing value	12,970,022.00	12,970,022.00	14,405,260.91	12,970,022.00
Net Time-weighted ROR	-1.73	0.03	4.32	1.95

Net deposits and withdrawals include program and account fees.

Time weighted rates of return (net of fees)

Performance returns (annualized > 1 year)

	QTD 03/31/2013 to 06/30/2013	YTD 12/31/2012 to 06/30/2013	2012 12/31/2011 to 12/31/2012	ITD 09/17/2009 to 06/30/2013
Your portfolio(%)	-1.73	0.03	4.32	1.95
US Treasury Bill - 3 Mos	0.01	0.03	0.08	0.09
BC Aggregate Bond Index	-2.32	-2.44	4.21	4.35
BC US Trsy 1-3Yr	-0.11	0.02	0.43	1.21
MSCI Emerging Mkts Equity	-9.14	-10.89	15.15	0.58
MSCI Wrld exUS-Gr	-1.37	3.37	17.02	4.39
S&P 500	2.91	13.82	16.00	13.83
DJ UBS Commodity Index	-9.45	-10.47	-1.06	-0.84

Past performance does not guarantee future results and current performance may be lower/higher than past data presented.

Report created on: July 01, 2013

Page 3 of 6



Disclosures applicable to accounts at UBS Financial Services Inc.

This section contains important disclosures regarding the information and valuations presented here. This report presents information since December 31, 2002. This report does not include complete account activity or performance of your accounts before this date. All information presented is subject to change at any time and is provided only as of the date indicated. The information in this report is for informational purposes only and should not be relied upon as the basis of an investment or liquidation decision. UBS FS accounts statements and official tax documents are the only official record of your accounts and are not replaced, amended or superseded by any of the information presented in these reports.

UBS FS offers a number of investment advisory programs to clients, acting in our capacity as an investment adviser, including fee-based financial planning, discretionary account management, non-discretionary investment advisory programs, and advice on the selection of investment managers and mutual funds offered through our investment advisory programs. When we act as your investment adviser, we will have a written agreement with you expressly acknowledging our investment advisory relationship with you and describing our obligations to you. At the beginning of our advisory relationship, we will give you our Form ADV brochure(s) for the program(s) you selected that provides detailed information about, among other things, the advisory services we provide, our fees, our personnel, our other business activities and financial industry affiliations and conflicts between our interests and your interests.

Please review the report content carefully and contact your Financial Advisor with any questions.

The account listing may or may not include all of your accounts with UBS FS. The accounts included in this report are listed under the "Accounts included in this review" shown on the first page or listed at the top of each page.

Client Accounts: This report includes all assets in the accounts listed and may include eligible and ineligible assets in a fee-based program. Since ineligible assets are not considered fee-based program assets, the inclusion of such securities will distort the actual performance of your accounts and does not reflect the performance of your accounts in the fee-based program. **As a result, the performance reflected in this report can vary substantially from the individual account performance reflected in the performance reports provided to you as part of those programs.** For fee-based programs, fees are charged on the market value of eligible assets in the accounts and assessed quarterly in advance, prorated according to the number of calendar days in the billing period. When shown on a report, the risk profile and return objectives describe your overall goals for these accounts. For each account you maintain, you choose one return objective and a

primary risk profile. If you have questions regarding these objectives or wish to change them, please contact your Financial Advisor to update your accounts records.

Performance: This report presents accounts activity and performance starting 12/31/02. For accounts opened prior to 12/31/02, this report does not include the complete account activity or performance of your accounts prior to that date. For consolidated reports, the Performance Start Date will be the earliest performance start date of any of the individual accounts selected for the consolidation time period. If an individual account's performance information is not available for a full reporting time period (month to date, quarter to date, year to date or performance to date), the individual's net of fee time weighted return will not be displayed. For consolidated accounts that include different account Performance Start Dates, the consolidated Additions/Withdrawals, Income Earned and Investment Appreciation/ Depreciation will include all activity that occurred during the consolidated reporting time period. Accounts that hold or held insurance products will be reported on from the month end date of when insurance and annuity activity could be obtained from the carrier.

Time-weighted Returns (prior to 10/31/2010): The report displays a time weighted rate of return (TWR) that is calculated using the Modified Dietz Method. This calculation uses the beginning and ending portfolio values for the month and weighs each contribution/withdrawal based upon the day the cashflow occurred. Periods greater than one month are calculated by linking the monthly returns. The TWR gives equal weighting to every return regardless of amount of money invested, so it is an effective measure for returns on a fee based account. All periods shown which are greater than 12 months are annualized.

Time-weighted Returns (after 10/31/2010): The report displays a time weighted rate of return (TWR) that is calculated by dividing the portfolio's daily gain/loss by the previous day's closing market value. All cash flows are posted at end of day. The TWR gives equal weighting to every return regardless of amount of money invested, so it is an effective measure for returns on a fee based account. Periods greater than one day are calculated by linking the daily returns. All periods shown which are greater than 12 months are annualized.

Money-weighted returns: Money-weighted return (MWR) is a measure of the rate of return for an asset or portfolio of assets. It is calculated by finding the daily Internal Rate of Return (IRR) for the period and then compounding this return by the number of days in the period being measured. The MWR incorporates the size and timing of cash flows, so it is an effective measure returns on a portfolio.

Annualized Performance: All performance periods

greater than one year are calculated (unless otherwise stated) on an annualized basis, which represents the return on an investment multiplied or divided to give a comparable one year return.

Cumulative Performance: A cumulative return is the aggregate amount that an investment has gained or lost over time, independent of the period of time involved.

Net of Fees and Gross of Fees Performance:

Performance is presented on a "net of fees" and "gross of fees" basis, where indicated. Net returns do not reflect Program and wrap fees prior to 10/31/10 for accounts that are billed separately via invoice through a separate account billing arrangement. Gross returns do not reflect the deduction of fees, commissions or other charges. The payment of actual fees and expenses will reduce a client's return. The compound effect of such fees and expenses should be considered when reviewing returns. For example, the net effect of the deduction of fees on annualized performance, including the compounded effect over time, is determined by the relative size of the fee and the account's investment performance.

Benchmark/Major Indices: The past performance of an index is not a guarantee of future results. Any benchmark is shown for informational purposes only and relates to historical performance of market indices and not the performance of actual investments. The benchmark is not managed and does not reflect the deduction of any fees and expenses, which will lower results. Indices are not actively managed and investors cannot directly invest in indices. The portfolio's investment strategy is not restricted to securities in the benchmark. Further, there is no guarantee that an investor's account will meet or exceed the stated benchmark. Index performance information has been obtained from third parties deemed to be reliable. We have not independently verified this information, nor do we make any representations or warranties to the accuracy or completeness of this information.

Custom Time Periods: If represented on this report, the performance start date and the performance end date have been selected by your Financial Advisor in order to provide performance and account activity information for your account for the specified period of time only. As a result only a portion of your account's activity and performance information is presented in the performance report, and, therefore, presents a distorted representation of your account's activity and performance.

Net Deposits/Withdrawals: When shown on a report, this information represents the net value of all cash and securities contributions and withdrawals, program fees (including wrap fees) and other fees added to or subtracted from your accounts from the first day to the last day of the period. When fees are shown separately, net deposits / withdrawals does not include program

fees (including wrap fees). When investment return is displayed net deposits / withdrawals does not include program fees (including wrap fees). For security contributions and withdrawals, securities are calculated using the end of day UBS FS price on the day securities are delivered in or out of the accounts. Wrap fees will be included in this calculation except when paid via an invoice or through a separate accounts billing arrangement.

Dividends/Interest: Dividend and interest earned, when shown on a report, does not reflect your account's tax status or reporting requirements. Use only official tax reporting documents (i.e. 1099) for tax reporting purposes. The classification of private investment distributions can only be determined by referring to the official year-end tax-reporting document provided by the issuer.

Change in Accrued Interest: When shown on a report, this information represents the difference between the accrued interest at the beginning of the period from the accrued interest at the end of the period.

Change in Value: Represents the change in value of the portfolio during the reporting period, excluding additions/withdrawals, dividend and interest income earned and accrued interest.

Fees: Fees represented in this report include program and wrap fees. Program and wrap fees prior to October 1, 2010 for accounts that are billed separately via invoice through a separate account billing arrangement are not included in this report. Commissions are not included in the fees calculation.

Net of fees: When indicated, the information is shown net of fees and commission charges to your accounts for the time period shown. For example, if your accounts are charged an asset based fee during the month the report is produced, net of fees performance information would reflect the deduction of those fees. Please see your program documents regarding fee schedules.

Performance Start Date Changes: The Performance Start Date for accounts marked with a 'A' have changed. Performance figures of an account with a changed Performance Start Date may not include the entire history of the account. The new Performance Start Date will generate performance returns and activity information for a shorter period than is available at UBS FS. As a result, the overall performance of these accounts may generate better performance than the period of time that would be included if the report used the inception date of the account. UBS FS recommends reviewing performance reports that use the inception date of the account because reports with longer time frames are usually more helpful when evaluating investment programs and strategies. Performance reports may include accounts with inception dates that precede the new Performance Start Date and will show



Disclosures applicable to accounts at UBS Financial Services Inc. (continued)

performance and activity information from the earliest available inception date.

The change in Performance Start Date may be the result of a performance gap due to a zero-balance that prevents the calculation of continuous returns from the inception of the account. The Performance Start Date may also change if an account has failed one of our performance data integrity tests. In such instances, the account will be labeled as 'Review Required' and performance prior to that failure will be restricted. Finally, the Performance Start Date will change if you have explicitly requested a performance restart. Please contact your Financial Advisor for additional details regarding your new Performance Start Date.

Closed Account Performance: Accounts that have been closed may be included in the consolidated performance report. When closed accounts are included in the consolidated report, the performance report will only include information for the time period the account was active during the consolidated performance reporting time period.

Portfolio: For purposes of this report "portfolio" is defined as all of the accounts presented on the cover page or the header of this report and does not necessarily include all of the client's accounts held at UBS FS or elsewhere.

Percentage: Portfolio (in the "% Portfolio" column) includes all holdings held in the account(s) selected when this report was generated. Broad asset class (in the "% broad asset class" column) includes all holdings held in that broad asset class in the account(s) selected when this report was generated.

Pricing: All securities are priced using the closing price reported on the last business day preceding the date of this report. Every reasonable attempt has been made to accurately price securities; however, we make no warranty with respect to any security's price. Please refer to the back of the first page of your UBS FS accounts statement for important information regarding the pricing used for certain types of securities, the sources of pricing data and other qualifications concerning the pricing of securities. To determine the value of securities in your account, we generally rely on third party quotation services. If a price is unavailable or believed to be unreliable, we may determine the price in good faith and may use other sources such as the last recorded transaction. When securities are held at another custodian or if you hold illiquid or restricted securities for which there is no published price, we will generally rely on the value provided by the custodian or issuer of that security.

Cash: Cash on deposit at UBS Bank USA is protected by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 in principal and accrued interest per depositor for each ownership type. Deposits made in an individual's own name, joint name, or individual retirement account are each held in a separate type of

ownership. Such deposits are not guaranteed by UBS FS. More information is available upon request.

Mutual Fund Asset Allocation: If the option to unbundle balanced mutual funds is selected and if a fund's holdings data is available, mutual funds will be classified by the asset class, subclass, and style breakdown of their underlying holdings. Where a mutual fund or ETF contains equity holdings from multiple equity sectors, this report will proportionately allocate the underlying holdings of the fund to those sectors measured as a percentage of the total fund's asset value as of the date shown.

This information is supplied by Morningstar, Inc. on a monthly basis to UBS FS based on data supplied by the fund which may not be current. Mutual funds change their portfolio holdings on a regular (often daily) basis. Accordingly, any analysis that includes mutual funds may not accurately reflect the current composition of these funds. If a fund's underlying holding data is not available, it will be classified based on its corresponding overall Morningstar classification. All data is as of the date indicated in the report.

Equity Style: The Growth, Value and Core labels are determined by Standard and Poor's using a price-to-book ratio methodology. The Growth, Value and Core labels are based on how a company's price-to-book ratio compares to the median price-to-book ratio for its industry based on the company's assigned Industry Sector. If the company's ratio is greater than or equal to the industry median, it is classified as a growth stock. If the company's ratio is less than the industry median, it is classified as a value stock. If a security includes both growth and value attributes, it is classified as a core stock. If price-to-book is not available or the industry's median is not available, this item will be Unclassified.

Equity Capitalization: Market Capitalization is defined as the number of shares outstanding times the market value. Equity securities are classified as Large Cap if they have a capitalization of 8 billion or above. Securities with capitalization between 1.8 and 7.9 billion are classified as Mid Cap. Securities with capitalization below 1.79 billion are classified as Small Cap. Unclassified securities are those for which no capitalization is available or applicable.

Equity Sectors: The Equity sector analysis may include a variety of accounts, each with different investment and risk parameters. As a result, the overweighting or underweighting in a particular sector or asset class should not be viewed as an isolated factor in making investment/liquidation decisions; but should be assessed on an account by account basis to determine the overall impact on the account's portfolio.

Classified Equity: Classified equities are defined as those equities for which the firm can confirm the specific industry and sector of the underlying equity instrument.

Estimated Annual Income: The Estimated Annual Income is the annualized year to date per share dividends paid and multiplied by the quantity of shares held in the selected account(s).

Current Yield: Current yield is defined as the estimated annual income divided by the total market value.

Bond Rating: These ratings are obtained from independent industry sources and are not verified by UBS FS. Securities without rating information are left blank. Rating agencies may discontinue ratings on high yield securities.

NR: When NR is displayed under bond rating column, no ratings currently available from that rating agency.

High Yield: This report may designate a security as a high yield fixed income security even though one or more rating agencies rate the security as an investment grade security. Further, this report may incorporate a rating that is no longer current with the rating agency. For more information about the rating for any high yield fixed income security, or to consider whether to hold or sell a high yield fixed income security, please contact your financial advisor or representative and do not make any investment decision based on this report.

Credit/Event Risk: Investments are subject to event risk and changes in credit quality of the issuer. Issuers can experience economic situations that may have adverse effects on the market value of their securities.

Reinvestment Risk: Since most corporate issues pay interest semiannually, the coupon payments over the life of the bond can have a major impact on the bond's total return.

Yields: Yield to Maturity and Yield to Worst are calculated to the worst call.

Accrued Interest: Interest that has accumulated between the most recent payment and the report date may be reflected in market values for interest bearing securities.

Tax Status: "Taxable" includes all securities held in a taxable account that are subject to federal and/or state or local taxation. "Tax-exempt" includes all securities held in a taxable account that are exempt from federal, state and local taxation. "Tax-deferred" includes all securities held in a tax-deferred account, regardless of the status of the security.

Cash Flow: This Cash Flow analysis is based on the historical dividend, coupon and interest payments you have received as of the Record Date in connection with the securities listed and assumes that you will continue to hold the securities for the periods for which cash flows are projected. The attached may or may not include principal paybacks for the securities listed. These

potential cash flows are subject to change due to a variety of reasons, including but not limited to, contractual provisions, changes in corporate policies, changes in the value of the underlying securities and interest rate fluctuations. The effect of a call on any security(s) and the consequential impact on its potential cash flow(s) is not reflected in this report. Payments that occur in the same month in which the report is generated -- but prior to the report run ("As of") date -- are not reflected in this report. In determining the potential cash flows, UBS FS relies on information obtained from third party services it believes to be reliable. UBS FS does not independently verify or guarantee the accuracy or validity of any information provided by third parties. Although UBS FS generally updates this information as it is received, the Firm does not provide any assurances that the information listed is accurate as of the Record Date. Cash flows for mortgage-backed, asset-backed, factored, and other pass-through securities are based on the assumptions that the current face amount, principal pay-down, interest payment and payment frequency remain constant. Calculations may include principal payments, are intended to be an estimate of future projected interest cash flows and do not in any way guarantee accuracy.

Expected Cash Flow reporting for Puerto Rico

Income Tax Purposes: Expected Cash Flow reporting may be prepared solely for Puerto Rico income tax purposes only. If you have received expected cash flow reporting for Puerto Rico income tax purposes only and are NOT subject to Puerto Rico income taxes, you have received this reporting in error and you should contact your Financial Advisor immediately. Both the Firm and your Financial Advisor will rely solely upon your representations and will not make the determination of whether you are subject to Puerto Rico income taxes. If you have received this reporting and you are NOT subject to Puerto Rico income taxes, the information provided in this reporting is inaccurate and should not be relied upon by you or your advisers. Neither UBS FS nor its employees provide tax or legal advice. You should consult with your tax and/or legal advisors regarding your personal circumstances.

Account changes: At UBS, we are committed to helping you work toward your financial goals. So that we may continue providing you with financial advice that is consistent with your investment objectives, please consider the following two questions:

- 1) Have there been any changes to your financial situation or investment objectives?
 - 2) Would you like to implement or modify any restrictions regarding the management of your account?
- If the answer to either question is "yes," it is important that you contact your Financial Advisor as soon as possible to discuss these changes. For MAC advisory accounts, please contact your investment manager directly if you would like to impose or change any investment restrictions on your account.



Disclosures applicable to accounts at UBS Financial Services Inc. (continued)

ADV disclosure: A complimentary copy of our current Form ADV Disclosure Brochure that describes the advisory program and related fees is available through your Financial Advisor. Please contact your Financial Advisor if you have any questions.

Important information for former Piper Jaffray and McDonald Investments clients: As an accommodation to former Piper Jaffray and McDonald Investments clients, these reports include performance history for their Piper Jaffray accounts prior to August 12, 2006 and McDonald Investments accounts prior to February 9, 2007, the date the respective accounts were converted to UBS FS. UBS FS has not independently verified this information nor do we make any representations or warranties as to the accuracy or completeness of that information and will not be liable to you if any such information is unavailable, delayed or inaccurate.

For insurance, annuities, and 529 Plans, UBS FS relies on information obtained from third party services it believes to be reliable. UBS FS does not independently verify or guarantee the accuracy or validity of any information provided by third parties. Information for insurance, annuities, and 529 Plans that has been provided by a third party service may not reflect the quantity and market value as of the previous business day. When available, an "as of" date is included in the description.

Investors outside the U.S. are subject to securities and tax regulations within their applicable jurisdiction that are not addressed in this report. Nothing in this report shall be construed to be a solicitation to buy or offer to sell any security, product or service to any non-U.S. investor, nor shall any such security, product or service be solicited, offered or sold in any jurisdiction where such activity would be contrary to the securities laws or other local laws and regulations or would subject UBS to any registration requirement within such jurisdiction.

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Financial Advisor:
KEYSTONE WEALTH MANAGEMENT
GRO
9072615900

UBS Client Review

as of June 30, 2013

Prepared for

City of Cordova - CT

Accounts included in this review

Account	Name	Type
UC 03542	• CT	• MAC Wrap
UC 03543	• CT	• Business Service Account
UC 04046	• CT	• MAC Wrap

What's inside

Executive summary.	2
Performance review.	3
Important information about this report.	4

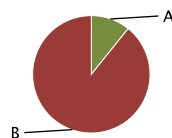
Executive summary

as of June 30, 2013

Asset allocation summary

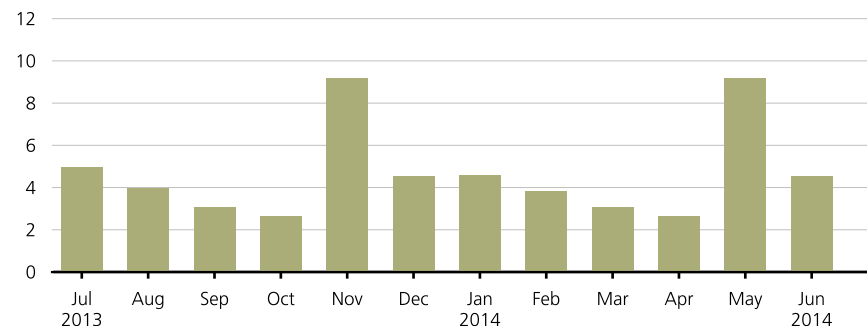
	Value on 06/30/2013 (\$)	% of portfolio
A Cash	384,748.31	10.80
Cash	384,748.31	10.80
B Fixed Income	3,176,938.69	89.20
US	3,121,898.60	87.65
International	55,040.09	1.55
C Equity	0.00	0.00
D Commodities	0.00	0.00
E Non-Traditional	0.00	0.00
F Other	0.00	0.00
Total Portfolio	\$3,561,687.00	100%

Balanced mutual funds represented in multiple asset classes based on Morningstar allocations



Expected cash flow

\$ Thousands



Taxable income

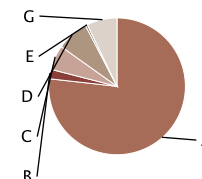
Total expected cash flow: \$56,218.60

Cash flows displayed account for known events such as maturities and mandatory puts.

Portfolio does not contain applicable holdings - exhibit intentionally left

Credit quality of bond holdings

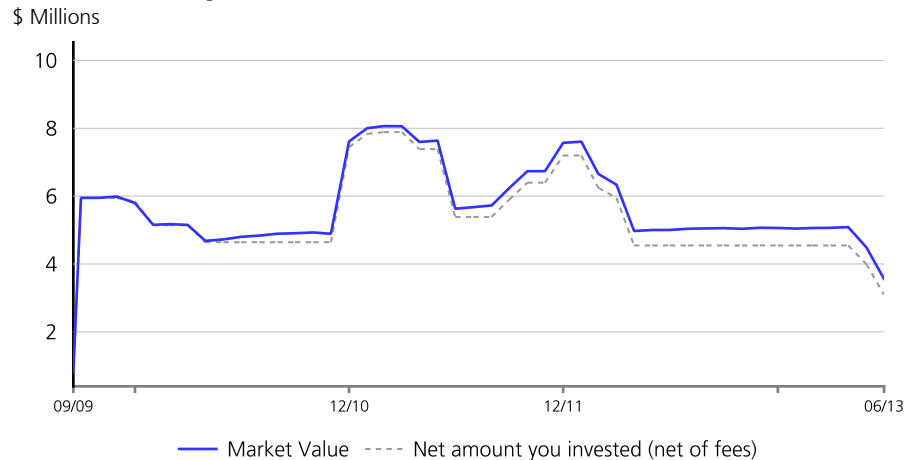
Effective credit rating	Issues	Value on 06/30/2013 (\$)	% of port.
A Aaa/AAA/AAA	33	2,439,125.98	76.86
B Aa/AA/AA	7	71,124.19	2.24
C A/A/A	27	185,585.11	5.80
D Baa/BBB/BBB	26	239,237.59	7.48
E Non-investment grade	1	15,375.31	0.47
F Certificate of deposit	0	0.00	0.00
G Not rated	4	226,490.50	7.14
Total	98	\$3,176,938.69	100%



Performance review

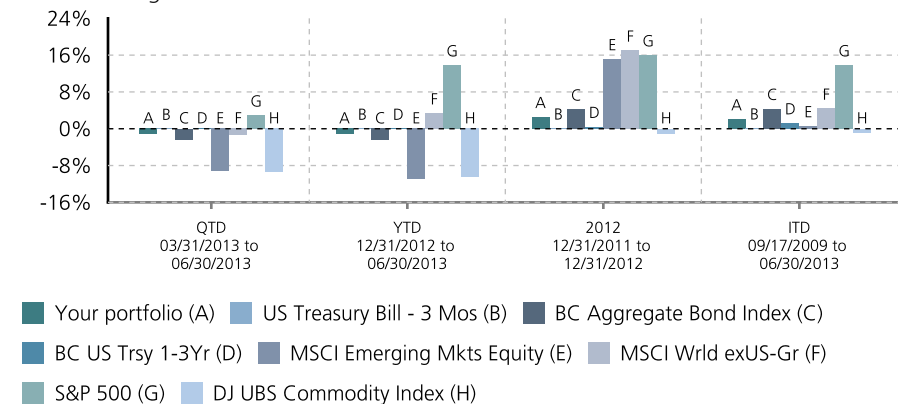
as of June 30, 2013

Sources of portfolio value



Portfolio and selected benchmark returns

Net Time-weighted returns annualized



Portfolio value and investment returns

Performance returns (annualized > 1 year)

	QTD 03/31/2013 to 06/30/2013	YTD 12/31/2012 to 06/30/2013	2012 12/31/2011 to 12/31/2012	ITD 09/17/2009 to 06/30/2013
Opening value	5,065,744.42	5,061,769.65	7,570,835.68	800,000.00
Net deposits/withdrawals	-1,454,775.39	-1,459,396.32	-2,670,410.10	2,227,028.62
Div./interest income	26,370.42	49,874.07	103,458.97	354,883.67
Change in accr. interest	-7,144.10	-8,151.72	-586.73	757.21
Change in value	-68,508.35	-82,408.68	58,471.83	179,017.49
Closing value	3,561,687.00	3,561,687.00	5,061,769.65	3,561,687.00
Net Time-weighted ROR	-1.19	-1.12	2.58	2.08

Net deposits and withdrawals include program and account fees.

Time weighted rates of return (net of fees)

Performance returns (annualized > 1 year)

	QTD 03/31/2013 to 06/30/2013	YTD 12/31/2012 to 06/30/2013	2012 12/31/2011 to 12/31/2012	ITD 09/17/2009 to 06/30/2013
Your portfolio(%)	-1.19	-1.12	2.58	2.08
US Treasury Bill - 3 Mos	0.01	0.03	0.08	0.09
BC Aggregate Bond Index	-2.32	-2.44	4.21	4.35
BC US Trsy 1-3Yr	-0.11	0.02	0.43	1.21
MSCI Emerging Mkts Equity	-9.14	-10.89	15.15	0.58
MSCI Wrld exUS-Gr	-1.37	3.37	17.02	4.39
S&P 500	2.91	13.82	16.00	13.83
DJ UBS Commodity Index	-9.45	-10.47	-1.06	-0.84

Past performance does not guarantee future results and current performance may be lower/higher than past data presented.

Report created on: July 01, 2013



Disclosures applicable to accounts at UBS Financial Services Inc.

This section contains important disclosures regarding the information and valuations presented here. This report presents information since December 31, 2002. This report does not include complete account activity or performance of your accounts before this date. All information presented is subject to change at any time and is provided only as of the date indicated. The information in this report is for informational purposes only and should not be relied upon as the basis of an investment or liquidation decision. UBS FS accounts statements and official tax documents are the only official record of your accounts and are not replaced, amended or superseded by any of the information presented in these reports.

UBS FS offers a number of investment advisory programs to clients, acting in our capacity as an investment adviser, including fee-based financial planning, discretionary account management, non-discretionary investment advisory programs, and advice on the selection of investment managers and mutual funds offered through our investment advisory programs. When we act as your investment adviser, we will have a written agreement with you expressly acknowledging our investment advisory relationship with you and describing our obligations to you. At the beginning of our advisory relationship, we will give you our Form ADV brochure(s) for the program(s) you selected that provides detailed information about, among other things, the advisory services we provide, our fees, our personnel, our other business activities and financial industry affiliations and conflicts between our interests and your interests.

Please review the report content carefully and contact your Financial Advisor with any questions.

The account listing may or may not include all of your accounts with UBS FS. The accounts included in this report are listed under the "Accounts included in this review" shown on the first page or listed at the top of each page.

Client Accounts: This report includes all assets in the accounts listed and may include eligible and ineligible assets in a fee-based program. Since ineligible assets are not considered fee-based program assets, the inclusion of such securities will distort the actual performance of your accounts and does not reflect the performance of your accounts in the fee-based program. **As a result, the performance reflected in this report can vary substantially from the individual account performance reflected in the performance reports provided to you as part of those programs.** For fee-based programs, fees are charged on the market value of eligible assets in the accounts and assessed quarterly in advance, prorated according to the number of calendar days in the billing period. When shown on a report, the risk profile and return objectives describe your overall goals for these accounts. For each account you maintain, you choose one return objective and a

primary risk profile. If you have questions regarding these objectives or wish to change them, please contact your Financial Advisor to update your accounts records.

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Time-weighted Returns (prior to 10/31/2010): The report displays a time weighted rate of return (TWR) that is calculated using the Modified Dietz Method. This calculation uses the beginning and ending portfolio values for the month and weighs each contribution/withdrawal based upon the day the cashflow occurred. Periods greater than one month are calculated by linking the monthly returns. The TWR gives equal weighting to every return regardless of amount of money invested, so it is an effective measure for returns on a fee based account. All periods shown which are greater than 12 months are annualized.

Time-weighted Returns (after 10/31/2010): The report displays a time weighted rate of return (TWR) that is calculated by dividing the portfolio's daily gain/loss by the previous day's closing market value. All cash flows are posted at end of day. The TWR gives equal weighting to every return regardless of amount of money invested, so it is an effective measure for returns on a fee based account. Periods greater than one day are calculated by linking the daily returns. All periods shown which are greater than 12 months are annualized.

Money-weighted returns: Money-weighted return (MWR) is a measure of the rate of return for an asset or portfolio of assets. It is calculated by finding the daily Internal Rate of Return (IRR) for the period and then compounding this return by the number of days in the period being measured. The MWR incorporates the size and timing of cash flows, so it is an effective measure returns on a portfolio.

Annualized Performance: All performance periods

greater than one year are calculated (unless otherwise stated) on an annualized basis, which represents the return on an investment multiplied or divided to give a comparable one year return.

Cumulative Performance: A cumulative return is the aggregate amount that an investment has gained or lost over time, independent of the period of time involved.

Net of Fees and Gross of Fees Performance:

Performance is presented on a "net of fees" and "gross of fees" basis, where indicated. Net returns do not reflect Program and wrap fees prior to 10/31/10 for accounts that are billed separately via invoice through a separate account billing arrangement. Gross returns do not reflect the deduction of fees, commissions or other charges. The payment of actual fees and expenses will reduce a client's return. The compound effect of such fees and expenses should be considered when reviewing returns. For example, the net effect of the deduction of fees on annualized performance, including the compounded effect over time, is determined by the relative size of the fee and the account's investment performance.

Benchmark/Major Indices: The past performance of an index is not a guarantee of future results. Any benchmark is shown for informational purposes only and relates to historical performance of market indices and not the performance of actual investments. The benchmark is not managed and does not reflect the deduction of any fees and expenses, which will lower results. Indices are not actively managed and investors cannot directly invest in indices. The portfolio's investment strategy is not restricted to securities in the benchmark. Further, there is no guarantee that an investor's account will meet or exceed the stated benchmark. Index performance information has been obtained from third parties deemed to be reliable. We have not independently verified this information, nor do we make any representations or warranties to the accuracy or completeness of this information.

Custom Time Periods: If represented on this report, the performance start date and the performance end date have been selected by your Financial Advisor in order to provide performance and account activity information for your account for the specified period of time only. As a result only a portion of your account's activity and performance information is presented in the performance report, and, therefore, presents a distorted representation of your account's activity and performance.

Net Deposits/Withdrawals: When shown on a report, this information represents the net value of all cash and securities contributions and withdrawals, program fees (including wrap fees) and other fees added to or subtracted from your accounts from the first day to the last day of the period. When fees are shown separately, net deposits / withdrawals does not include program

fees (including wrap fees). When investment return is displayed net deposits / withdrawals does not include program fees (including wrap fees). For security contributions and withdrawals, securities are calculated using the end of day UBS FS price on the day securities are delivered in or out of the accounts. Wrap fees will be included in this calculation except when paid via an invoice or through a separate accounts billing arrangement.

Dividends/Interest: Dividend and interest earned, when shown on a report, does not reflect your account's tax status or reporting requirements. Use only official tax reporting documents (i.e. 1099) for tax reporting purposes. The classification of private investment distributions can only be determined by referring to the official year-end tax-reporting document provided by the issuer.

Change in Accrued Interest: When shown on a report, this information represents the difference between the accrued interest at the beginning of the period from the accrued interest at the end of the period.

Change in Value: Represents the change in value of the portfolio during the reporting period, excluding additions/withdrawals, dividend and interest income earned and accrued interest.

Fees: Fees represented in this report include program and wrap fees. Program and wrap fees prior to October 1, 2010 for accounts that are billed separately via invoice through a separate account billing arrangement are not included in this report. Commissions are not included in the fees calculation.

Net of fees: When indicated, the information is shown net of fees and commission charges to your accounts for the time period shown. For example, if your accounts are charged an asset based fee during the month the report is produced, net of fees performance information would reflect the deduction of those fees. Please see your program documents regarding fee schedules.

Performance Start Date Changes: The Performance Start Date for accounts marked with a 'A' have changed. Performance figures of an account with a changed Performance Start Date may not include the entire history of the account. The new Performance Start Date will generate performance returns and activity information for a shorter period than is available at UBS FS. As a result, the overall performance of these accounts may generate better performance than the period of time that would be included if the report used the inception date of the account. UBS FS recommends reviewing performance reports that use the inception date of the account because reports with longer time frames are usually more helpful when evaluating investment programs and strategies. Performance reports may include accounts with inception dates that precede the new Performance Start Date and will show



Disclosures applicable to accounts at UBS Financial Services Inc. (continued)

performance and activity information from the earliest available inception date.

The change in Performance Start Date may be the result of a performance gap due to a zero-balance that prevents the calculation of continuous returns from the inception of the account. The Performance Start Date may also change if an account has failed one of our performance data integrity tests. In such instances, the account will be labeled as "Review Required" and performance prior to that failure will be restricted. Finally, the Performance Start Date will change if you have explicitly requested a performance restart. Please contact your Financial Advisor for additional details regarding your new Performance Start Date.

Closed Account Performance: Accounts that have been closed may be included in the consolidated performance report. When closed accounts are included in the consolidated report, the performance report will only include information for the time period the account was active during the consolidated performance reporting time period.

Portfolio: For purposes of this report "portfolio" is defined as all of the accounts presented on the cover page or the header of this report and does not necessarily include all of the client's accounts held at UBS FS or elsewhere.

Percentage: Portfolio (in the "% Portfolio" column) includes all holdings held in the account(s) selected when this report was generated. Broad asset class (in the "% broad asset class" column) includes all holdings held in that broad asset class in the account(s) selected when this report was generated.

Pricing: All securities are priced using the closing price reported on the last business day preceding the date of this report. Every reasonable attempt has been made to accurately price securities; however, we make no warranty with respect to any security's price. Please refer to the back of the first page of your UBS FS accounts statement for important information regarding the pricing used for certain types of securities, the sources of pricing data and other qualifications concerning the pricing of securities. To determine the value of securities in your account, we generally rely on third party quotation services. If a price is unavailable or believed to be unreliable, we may determine the price in good faith and may use other sources such as the last recorded transaction. When securities are held at another custodian or if you hold illiquid or restricted securities for which there is no published price, we will generally rely on the value provided by the custodian or issuer of that security.

Cash: Cash on deposit at UBS Bank USA is protected by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 in principal and accrued interest per depositor for each ownership type. Deposits made in an individual's own name, joint name, or individual retirement account are each held in a separate type of

ownership. Such deposits are not guaranteed by UBS FS. More information is available upon request.

Mutual Fund Asset Allocation: If the option to unbundle balanced mutual funds is selected and if a fund's holdings data is available, mutual funds will be classified by the asset class, subclass, and style breakdown of their underlying holdings. Where a mutual fund or ETF contains equity holdings from multiple equity sectors, this report will proportionately allocate the underlying holdings of the fund to those sectors measured as a percentage of the total fund's asset value as of the date shown.

This information is supplied by Morningstar, Inc. on a monthly basis to UBS FS based on data supplied by the fund which may not be current. Mutual funds change their portfolio holdings on a regular (often daily) basis. Accordingly, any analysis that includes mutual funds may not accurately reflect the current composition of these funds. If a fund's underlying holding data is not available, it will be classified based on its corresponding overall Morningstar classification. All data is as of the date indicated in the report.

Equity Style: The Growth, Value and Core labels are determined by Standard and Poor's using a price-to-book ratio methodology. The Growth, Value and Core labels are based on how a company's price-to-book ratio compares to the median price-to-book ratio for its industry based on the company's assigned Industry Sector. If the company's ratio is greater than or equal to the industry median, it is classified as a growth stock. If the company's ratio is less than the industry median, it is classified as a value stock. If a security includes both growth and value attributes, it is classified as a core stock. If price-to-book is not available or the industry's median is not available, this item will be Unclassified.

Equity Capitalization: Market Capitalization is defined as the number of shares outstanding times the market value. Equity securities are classified as Large Cap if they have a capitalization of 8 billion or above. Securities with capitalization between 1.8 and 7.9 billion are classified as Mid Cap. Securities with capitalization below 1.79 billion are classified as Small Cap. Unclassified securities are those for which no capitalization is available or applicable.

Equity Sectors: The Equity sector analysis may include a variety of accounts, each with different investment and risk parameters. As a result, the overweighting or underweighting in a particular sector or asset class should not be viewed as an isolated factor in making investment/liquidation decisions; but should be assessed on an account by account basis to determine the overall impact on the account's portfolio.

Classified Equity: Classified equities are defined as those equities for which the firm can confirm the specific industry and sector of the underlying equity instrument.

Estimated Annual Income: The Estimated Annual Income is the annualized year to date per share dividends paid and multiplied by the quantity of shares held in the selected account(s).

Current Yield: Current yield is defined as the estimated annual income divided by the total market value.

Bond Rating: These ratings are obtained from independent industry sources and are not verified by UBS FS. Securities without rating information are left blank. Rating agencies may discontinue ratings on high yield securities.

NR: When NR is displayed under bond rating column, no ratings currently available from that rating agency.

High Yield: This report may designate a security as a high yield fixed income security even though one or more rating agencies rate the security as an investment grade security. Further, this report may incorporate a rating that is no longer current with the rating agency. For more information about the rating for any high yield fixed income security, or to consider whether to hold or sell a high yield fixed income security, please contact your financial advisor or representative and do not make any investment decision based on this report.

Credit/Event Risk: Investments are subject to event risk and changes in credit quality of the issuer. Issuers can experience economic situations that may have adverse effects on the market value of their securities.

Reinvestment Risk: Since most corporate issues pay interest semiannually, the coupon payments over the life of the bond can have a major impact on the bond's total return.

Yields: Yield to Maturity and Yield to Worst are calculated to the worst call.

Accrued Interest: Interest that has accumulated between the most recent payment and the report date may be reflected in market values for interest bearing securities.

Tax Status: "Taxable" includes all securities held in a taxable account that are subject to federal and/or state or local taxation. "Tax-exempt" includes all securities held in a taxable account that are exempt from federal, state and local taxation. "Tax-deferred" includes all securities held in a tax-deferred account, regardless of the status of the security.

Cash Flow: This Cash Flow analysis is based on the historical dividend, coupon and interest payments you have received as of the Record Date in connection with the securities listed and assumes that you will continue to hold the securities for the periods for which cash flows are projected. The attached may or may not include principal paybacks for the securities listed. These

potential cash flows are subject to change due to a variety of reasons, including but not limited to, contractual provisions, changes in corporate policies, changes in the value of the underlying securities and interest rate fluctuations. The effect of a call on any security(s) and the consequential impact on its potential cash flow(s) is not reflected in this report. Payments that occur in the same month in which the report is generated -- but prior to the report run ("As of") date -- are not reflected in this report. In determining the potential cash flows, UBS FS relies on information obtained from third party services it believes to be reliable. UBS FS does not independently verify or guarantee the accuracy or validity of any information provided by third parties. Although UBS FS generally updates this information as it is received, the Firm does not provide any assurances that the information listed is accurate as of the Record Date. Cash flows for mortgage-backed, asset-backed, factored, and other pass-through securities are based on the assumptions that the current face amount, principal pay-down, interest payment and payment frequency remain constant. Calculations may include principal payments, are intended to be an estimate of future projected interest cash flows and do not in any way guarantee accuracy.

Expected Cash Flow reporting for Puerto Rico

Income Tax Purposes: Expected Cash Flow reporting may be prepared solely for Puerto Rico income tax purposes only. If you have received expected cash flow reporting for Puerto Rico income tax purposes only and are NOT subject to Puerto Rico income taxes, you have received this reporting in error and you should contact your Financial Advisor immediately. Both the Firm and your Financial Advisor will rely solely upon your representations and will not make the determination of whether you are subject to Puerto Rico income taxes. If you have received this reporting and you are NOT subject to Puerto Rico income taxes, the information provided in this reporting is inaccurate and should not be relied upon by you or your advisers. Neither UBS FS nor its employees provide tax or legal advice. You should consult with your tax and/or legal advisors regarding your personal circumstances.

Account changes: At UBS, we are committed to helping you work toward your financial goals. So that we may continue providing you with financial advice that is consistent with your investment objectives, please consider the following two questions:

- 1) Have there been any changes to your financial situation or investment objectives?
 - 2) Would you like to implement or modify any restrictions regarding the management of your account?
- If the answer to either question is "yes," it is important that you contact your Financial Advisor as soon as possible to discuss these changes. For MAC advisory accounts, please contact your investment manager directly if you would like to impose or change any investment restrictions on your account.



Disclosures applicable to accounts at UBS Financial Services Inc. (continued)

ADV disclosure: A complimentary copy of our current Form ADV Disclosure Brochure that describes the advisory program and related fees is available through your Financial Advisor. Please contact your Financial Advisor if you have any questions.

Important information for former Piper Jaffray and McDonald Investments clients: As an accommodation to former Piper Jaffray and McDonald Investments clients, these reports include performance history for their Piper Jaffray accounts prior to August 12, 2006 and McDonald Investments accounts prior to February 9, 2007, the date the respective accounts were converted to UBS FS. UBS FS has not independently verified this information nor do we make any representations or warranties as to the accuracy or completeness of that information and will not be liable to you if any such information is unavailable, delayed or inaccurate.

For insurance, annuities, and 529 Plans, UBS FS relies on information obtained from third party services it believes to be reliable. UBS FS does not independently verify or guarantee the accuracy or validity of any information provided by third parties. Information for insurance, annuities, and 529 Plans that has been provided by a third party service may not reflect the quantity and market value as of the previous business day. When available, an "as of" date is included in the description.

Investors outside the U.S. are subject to securities and tax regulations within their applicable jurisdiction that are not addressed in this report. Nothing in this report shall be construed to be a solicitation to buy or offer to sell any security, product or service to any non-U.S. investor, nor shall any such security, product or service be solicited, offered or sold in any jurisdiction where such activity would be contrary to the securities laws or other local laws and regulations or would subject UBS to any registration requirement within such jurisdiction.

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Branch office:
3000 "a" Street
Suite 100
Anchorage, AK 995034040

Financial Advisor:
KEYSTONE WEALTH MANAGEMENT
GRO
9072615900

UBS Client Review

as of June 30, 2013

Prepared for

City of Cordova - PF

Accounts included in this review

^ performance and account start dates differ (see disclosures)

Account	Name	Type
UC 03544	• PF	• Business Service Account
UC 03545 ^	• PF	• Portfolio Management Program
UC 03546	• PF	• MAC Wrap
UC 04047	• PF	• Portfolio Management Program

What's inside

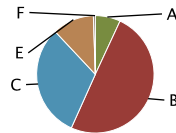
Executive summary.	2
Performance review.	3
Important information about this report.	4

Executive summary

as of June 30, 2013

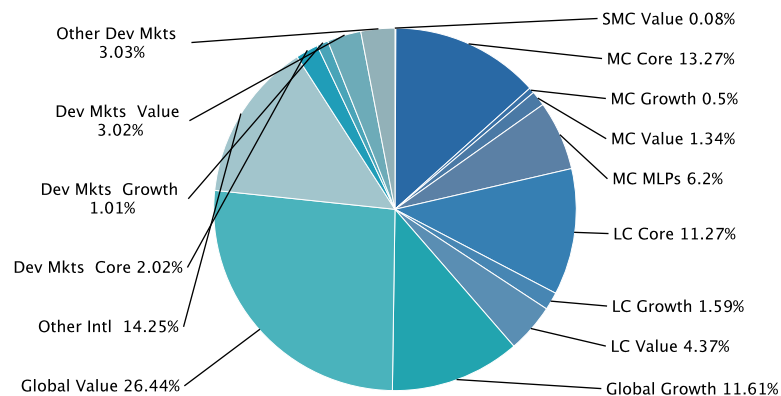
Asset allocation summary

	Value on 06/30/2013 (\$)	% of portfolio
A Cash	650,986.05	6.92
Cash	650,986.05	6.92
B Fixed Income	4,684,326.60	49.79
US	3,641,277.37	38.70
Global	711,523.85	7.56
International	331,525.38	3.53
C Equity	2,944,363.11	31.30
US	1,137,071.08	12.09
Global	1,120,191.20	11.91
International	687,100.83	7.30
D Commodities	0.00	0.00
E Non-Traditional	1,078,252.32	11.46
Non-Traditional	1,078,252.32	11.46
F Other	50,406.92	0.53
Other	50,406.92	0.53
Total Portfolio	\$9,408,335.00	100%

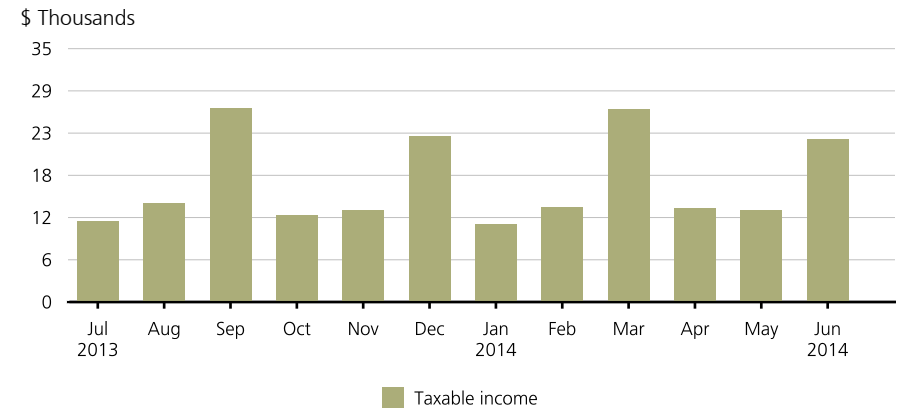


Balanced mutual funds represented in multiple asset classes based on Morningstar allocations

Equity capitalization and style


Total equities: \$2,944,363.11

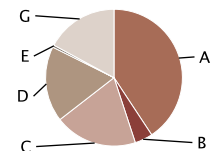
Expected cash flow


Total expected cash flow: \$198,812.75

Cash flows displayed account for known events such as maturities and mandatory puts.

Credit quality of bond holdings

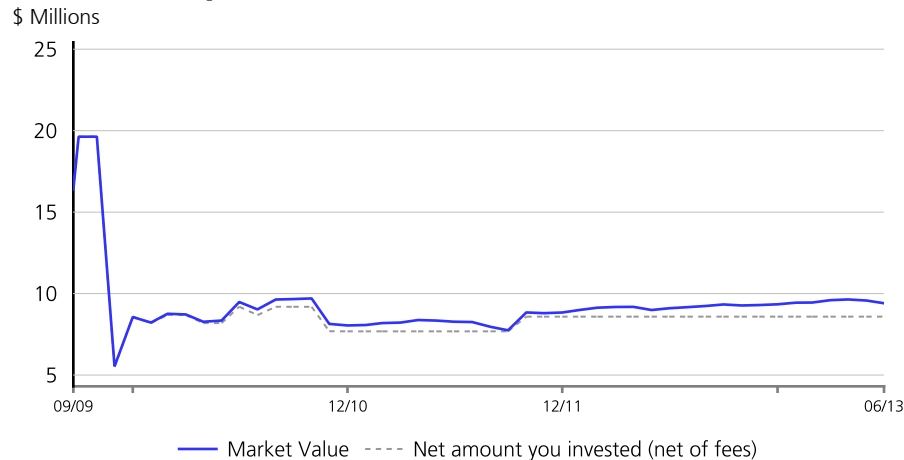
Effective credit rating	Issues	Value on 06/30/2013 (\$)	% of port.
A Aaa/AAA/AAA	31	1,197,813.54	40.85
B Aa/AA/AA	7	124,522.33	4.23
C A/A/A	31	575,033.14	19.44
D Baa/BBB/BBB	32	525,474.54	17.79
E Non-investment grade	1	15,375.31	0.51
F Certificate of deposit	0	0.00	0.00
G Not rated	5	503,308.94	17.18
Total	107	\$2,941,527.80	100%



Performance review

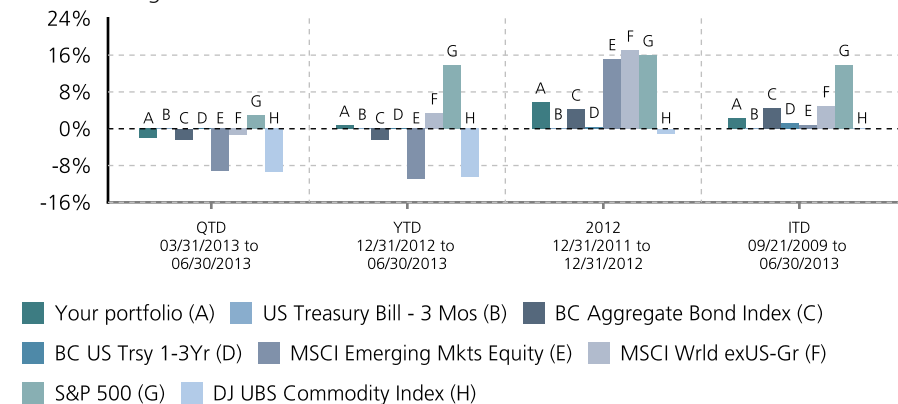
as of June 30, 2013

Sources of portfolio value



Portfolio and selected benchmark returns

Net Time-weighted returns annualized



Portfolio value and investment returns

	Performance returns (annualized > 1 year)			
	QTD 03/31/2013 to 06/30/2013	YTD 12/31/2012 to 06/30/2013	2012 12/31/2011 to 12/31/2012	ITD 09/21/2009 to 06/30/2013
Opening value	9,597,100.78	9,343,491.25	8,838,201.86	16,384,107.34
Net deposits/withdrawals	-16,802.94	-32,875.51	-60,562.89	-7,988,261.89
Div./interest income	43,425.79	85,535.16	173,630.61	624,110.20
Change in accr. interest	1,137.32	972.41	-3,170.06	15,818.56
Change in value	-216,525.95	11,211.68	395,391.74	372,560.79
Closing value	9,408,335.00	9,408,335.00	9,343,491.25	9,408,335.00
Net Time-weighted ROR	-1.97	0.69	5.72	2.27

Net deposits and withdrawals include program and account fees.

Time weighted rates of return (net of fees)

	Performance returns (annualized > 1 year)			
	QTD 03/31/2013 to 06/30/2013	YTD 12/31/2012 to 06/30/2013	2012 12/31/2011 to 12/31/2012	ITD 09/21/2009 to 06/30/2013
Your portfolio(%)	-1.97	0.69	5.72	2.27
US Treasury Bill - 3 Mos	0.01	0.03	0.08	0.09
BC Aggregate Bond Index	-2.32	-2.44	4.21	4.44
BC US Trsy 1-3Yr	-0.11	0.02	0.43	1.23
MSCI Emerging Mkts Equity	-9.14	-10.89	15.15	0.85
MSCI Wrld exUS-Gr	-1.37	3.37	17.02	4.91
S&P 500	2.91	13.82	16.00	13.89
DJ UBS Commodity Index	-9.45	-10.47	-1.06	-0.07

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Report created on: July 01, 2013



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UBS FS offers a number of investment advisory programs to clients, acting in our capacity as an investment adviser, including fee-based financial planning, discretionary account management, non-discretionary investment advisory programs, and advice on the selection of investment managers and mutual funds offered through our investment advisory programs. When we act as your investment adviser, we will have a written agreement with you expressly acknowledging our investment advisory relationship with you and describing our obligations to you. At the beginning of our advisory relationship, we will give you our Form ADV brochure(s) for the program(s) you selected that provides detailed information about, among other things, the advisory services we provide, our fees, our personnel, our other business activities and financial industry affiliations and conflicts between our interests and your interests.

Please review the report content carefully and contact your Financial Advisor with any questions.

The account listing may or may not include all of your accounts with UBS FS. The accounts included in this report are listed under the "Accounts included in this review" shown on the first page or listed at the top of each page.

Client Accounts: This report includes all assets in the accounts listed and may include eligible and ineligible assets in a fee-based program. Since ineligible assets are not considered fee-based program assets, the inclusion of such securities will distort the actual performance of your accounts and does not reflect the performance of your accounts in the fee-based program. **As a result, the performance reflected in this report can vary substantially from the individual account performance reflected in the performance reports provided to you as part of those programs.** For fee-based programs, fees are charged on the market value of eligible assets in the accounts and assessed quarterly in advance, prorated according to the number of calendar days in the billing period. When shown on a report, the risk profile and return objectives describe your overall goals for these accounts. For each account you maintain, you choose one return objective and a

primary risk profile. If you have questions regarding these objectives or wish to change them, please contact your Financial Advisor to update your accounts records.

Performance: This report presents accounts activity and performance starting 12/31/02. For accounts opened prior to 12/31/02, this report does not include the complete account activity or performance of your accounts prior to that date. For consolidated reports, the Performance Start Date will be the earliest performance start date of any of the individual accounts selected for the consolidation time period. If an individual account's performance information is not available for a full reporting time period (month to date, quarter to date, year to date or performance to date), the individual's net of fee time weighted return will not be displayed. For consolidated accounts that include different account Performance Start Dates, the consolidated Additions/Withdrawals, Income Earned and Investment Appreciation/ Depreciation will include all activity that occurred during the consolidated reporting time period. Accounts that hold or held insurance products will be reported on from the month end date of when insurance and annuity activity could be obtained from the carrier.

Time-weighted Returns (prior to 10/31/2010): The report displays a time weighted rate of return (TWR) that is calculated using the Modified Dietz Method. This calculation uses the beginning and ending portfolio values for the month and weighs each contribution/withdrawal based upon the day the cashflow occurred. Periods greater than one month are calculated by linking the monthly returns. The TWR gives equal weighting to every return regardless of amount of money invested, so it is an effective measure for returns on a fee based account. All periods shown which are greater than 12 months are annualized.

Time-weighted Returns (after 10/31/2010): The report displays a time weighted rate of return (TWR) that is calculated by dividing the portfolio's daily gain/loss by the previous day's closing market value. All cash flows are posted at end of day. The TWR gives equal weighting to every return regardless of amount of money invested, so it is an effective measure for returns on a fee based account. Periods greater than one day are calculated by linking the daily returns. All periods shown which are greater than 12 months are annualized.

Money-weighted returns: Money-weighted return (MWR) is a measure of the rate of return for an asset or portfolio of assets. It is calculated by finding the daily Internal Rate of Return (IRR) for the period and then compounding this return by the number of days in the period being measured. The MWR incorporates the size and timing of cash flows, so it is an effective measure returns on a portfolio.

Annualized Performance: All performance periods

greater than one year are calculated (unless otherwise stated) on an annualized basis, which represents the return on an investment multiplied or divided to give a comparable one year return.

Cumulative Performance: A cumulative return is the aggregate amount that an investment has gained or lost over time, independent of the period of time involved.

Net of Fees and Gross of Fees Performance:

Performance is presented on a "net of fees" and "gross of fees" basis, where indicated. Net returns do not reflect Program and wrap fees prior to 10/31/10 for accounts that are billed separately via invoice through a separate account billing arrangement. Gross returns do not reflect the deduction of fees, commissions or other charges. The payment of actual fees and expenses will reduce a client's return. The compound effect of such fees and expenses should be considered when reviewing returns. For example, the net effect of the deduction of fees on annualized performance, including the compounded effect over time, is determined by the relative size of the fee and the account's investment performance.

Benchmark/Major Indices: The past performance of an index is not a guarantee of future results. Any benchmark is shown for informational purposes only and relates to historical performance of market indices and not the performance of actual investments. The benchmark is not managed and does not reflect the deduction of any fees and expenses, which will lower results. Indices are not actively managed and investors cannot directly invest in indices. The portfolio's investment strategy is not restricted to securities in the benchmark. Further, there is no guarantee that an investor's account will meet or exceed the stated benchmark. Index performance information has been obtained from third parties deemed to be reliable. We have not independently verified this information, nor do we make any representations or warranties to the accuracy or completeness of this information.

Custom Time Periods: If represented on this report, the performance start date and the performance end date have been selected by your Financial Advisor in order to provide performance and account activity information for your account for the specified period of time only. As a result only a portion of your account's activity and performance information is presented in the performance report, and, therefore, presents a distorted representation of your account's activity and performance.

Net Deposits/Withdrawals: When shown on a report, this information represents the net value of all cash and securities contributions and withdrawals, program fees (including wrap fees) and other fees added to or subtracted from your accounts from the first day to the last day of the period. When fees are shown separately, net deposits / withdrawals does not include program

fees (including wrap fees). When investment return is displayed net deposits / withdrawals does not include program fees (including wrap fees). For security contributions and withdrawals, securities are calculated using the end of day UBS FS price on the day securities are delivered in or out of the accounts. Wrap fees will be included in this calculation except when paid via an invoice or through a separate accounts billing arrangement.

Dividends/Interest: Dividend and interest earned, when shown on a report, does not reflect your account's tax status or reporting requirements. Use only official tax reporting documents (i.e. 1099) for tax reporting purposes. The classification of private investment distributions can only be determined by referring to the official year-end tax-reporting document provided by the issuer.

Change in Accrued Interest: When shown on a report, this information represents the difference between the accrued interest at the beginning of the period from the accrued interest at the end of the period.

Change in Value: Represents the change in value of the portfolio during the reporting period, excluding additions/withdrawals, dividend and interest income earned and accrued interest.

Fees: Fees represented in this report include program and wrap fees. Program and wrap fees prior to October 1, 2010 for accounts that are billed separately via invoice through a separate account billing arrangement are not included in this report. Commissions are not included in the fees calculation.

Net of fees: When indicated, the information is shown net of fees and commission charges to your accounts for the time period shown. For example, if your accounts are charged an asset based fee during the month the report is produced, net of fees performance information would reflect the deduction of those fees. Please see your program documents regarding fee schedules.

Performance Start Date Changes: The Performance Start Date for accounts marked with a 'A' have changed. Performance figures of an account with a changed Performance Start Date may not include the entire history of the account. The new Performance Start Date will generate performance returns and activity information for a shorter period than is available at UBS FS. As a result, the overall performance of these accounts may generate better performance than the period of time that would be included if the report used the inception date of the account. UBS FS recommends reviewing performance reports that use the inception date of the account because reports with longer time frames are usually more helpful when evaluating investment programs and strategies. Performance reports may include accounts with inception dates that precede the new Performance Start Date and will show



Disclosures applicable to accounts at UBS Financial Services Inc. (continued)

performance and activity information from the earliest available inception date. The change in Performance Start Date may be the result of a performance gap due to a zero-balance that prevents the calculation of continuous returns from the inception of the account. The Performance Start Date may also change if an account has failed one of our performance data integrity tests. In such instances, the account will be labeled as 'Review Required' and performance prior to that failure will be restricted. Finally, the Performance Start Date will change if you have explicitly requested a performance restart. Please contact your Financial Advisor for additional details regarding your new Performance Start Date.

Closed Account Performance: Accounts that have been closed may be included in the consolidated performance report. When closed accounts are included in the consolidated report, the performance report will only include information for the time period the account was active during the consolidated performance reporting time period.

Portfolio: For purposes of this report "portfolio" is defined as all of the accounts presented on the cover page or the header of this report and does not necessarily include all of the client's accounts held at UBS FS or elsewhere.

Percentage: Portfolio (in the "% Portfolio" column) includes all holdings held in the account(s) selected when this report was generated. Broad asset class (in the "% broad asset class" column) includes all holdings held in that broad asset class in the account(s) selected when this report was generated.

Pricing: All securities are priced using the closing price reported on the last business day preceding the date of this report. Every reasonable attempt has been made to accurately price securities; however, we make no warranty with respect to any security's price. Please refer to the back of the first page of your UBS FS. accounts statement for important information regarding the pricing used for certain types of securities, the sources of pricing data and other qualifications concerning the pricing of securities. To determine the value of securities in your account, we generally rely on third party quotation services. If a price is unavailable or believed to be unreliable, we may determine the price in good faith and may use other sources such as the last recorded transaction. When securities are held at another custodian or if you hold illiquid or restricted securities for which there is no published price, we will generally rely on the value provided by the custodian or issuer of that security.

Cash: Cash on deposit at UBS Bank USA is protected by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 in principal and accrued interest per depositor for each ownership type. Deposits made in an individual's own name, joint name, or individual retirement account are each held in a separate type of

ownership. Such deposits are not guaranteed by UBS FS. More information is available upon request.

Mutual Fund Asset Allocation: If the option to unbundle balanced mutual funds is selected and if a fund's holdings data is available, mutual funds will be classified by the asset class, subclass, and style breakdown of their underlying holdings. Where a mutual fund or ETF contains equity holdings from multiple equity sectors, this report will proportionately allocate the underlying holdings of the fund to those sectors measured as a percentage of the total fund's asset value as of the date shown.

This information is supplied by Morningstar, Inc. on a monthly basis to UBS FS based on data supplied by the fund which may not be current. Mutual funds change their portfolio holdings on a regular (often daily) basis. Accordingly, any analysis that includes mutual funds may not accurately reflect the current composition of these funds. If a fund's underlying holding data is not available, it will be classified based on its corresponding overall Morningstar classification. All data is as of the date indicated in the report.

Equity Style: The Growth, Value and Core labels are determined by Standard and Poor's using a price-to-book ratio methodology. The Growth, Value and Core labels are based on how a company's price-to-book ratio compares to the median price-to-book ratio for its industry based on the company's assigned Industry Sector. If the company's ratio is greater than or equal to the industry median, it is classified as a growth stock. If the company's ratio is less than the industry median, it is classified as a value stock. If a security includes both growth and value attributes, it is classified as a core stock. If price-to-book is not available or the industry's median is not available, this item will be Unclassified.

Equity Capitalization: Market Capitalization is defined as the number of shares outstanding times the market value. Equity securities are classified as Large Cap if they have a capitalization of 8 billion or above. Securities with capitalization between 1.8 and 7.9 billion are classified as Mid Cap. Securities with capitalization below 1.79 billion are classified as Small Cap. Unclassified securities are those for which no capitalization is available or applicable.

Equity Sectors: The Equity sector analysis may include a variety of accounts, each with different investment and risk parameters. As a result, the overweighting or underweighting in a particular sector or asset class should not be viewed as an isolated factor in making investment/liquidation decisions; but should be assessed on an account by account basis to determine the overall impact on the account's portfolio.

Classified Equity: Classified equities are defined as those equities for which the firm can confirm the specific industry and sector of the underlying equity instrument.

Estimated Annual Income: The Estimated Annual Income is the annualized year to date per share dividends paid and multiplied by the quantity of shares held in the selected account(s).

Current Yield: Current yield is defined as the estimated annual income divided by the total market value.

Bond Rating: These ratings are obtained from independent industry sources and are not verified by UBS FS. Securities without rating information are left blank. Rating agencies may discontinue ratings on high yield securities.

NR: When NR is displayed under bond rating column, no ratings currently available from that rating agency.

High Yield: This report may designate a security as a high yield fixed income security even though one or more rating agencies rate the security as an investment grade security. Further, this report may incorporate a rating that is no longer current with the rating agency. For more information about the rating for any high yield fixed income security, or to consider whether to hold or sell a high yield fixed income security, please contact your financial advisor or representative and do not make any investment decision based on this report.

Credit/Event Risk: Investments are subject to event risk and changes in credit quality of the issuer. Issuers can experience economic situations that may have adverse effects on the market value of their securities.

Reinvestment Risk: Since most corporate issues pay interest semiannually, the coupon payments over the life of the bond can have a major impact on the bond's total return.

Yields: Yield to Maturity and Yield to Worst are calculated to the worst call.

Accrued Interest: Interest that has accumulated between the most recent payment and the report date may be reflected in market values for interest bearing securities.

Tax Status: "Taxable" includes all securities held in a taxable account that are subject to federal and/or state or local taxation. "Tax-exempt" includes all securities held in a taxable account that are exempt from federal, state and local taxation. "Tax-deferred" includes all securities held in a tax-deferred account, regardless of the status of the security.

Cash Flow: This Cash Flow analysis is based on the historical dividend, coupon and interest payments you have received as of the Record Date in connection with the securities listed and assumes that you will continue to hold the securities for the periods for which cash flows are projected. The attached may or may not include principal paybacks for the securities listed. These

potential cash flows are subject to change due to a variety of reasons, including but not limited to, contractual provisions, changes in corporate policies, changes in the value of the underlying securities and interest rate fluctuations. The effect of a call on any security(s) and the consequential impact on its potential cash flow(s) is not reflected in this report. Payments that occur in the same month in which the report is generated -- but prior to the report run ("As of") date -- are not reflected in this report. In determining the potential cash flows, UBS FS relies on information obtained from third party services it believes to be reliable. UBS FS does not independently verify or guarantee the accuracy or validity of any information provided by third parties. Although UBS FS generally updates this information as it is received, the Firm does not provide any assurances that the information listed is accurate as of the Record Date. Cash flows for mortgage-backed, asset-backed, factored, and other pass-through securities are based on the assumptions that the current face amount, principal pay-down, interest payment and payment frequency remain constant. Calculations may include principal payments, are intended to be an estimate of future projected interest cash flows and do not in any way guarantee accuracy.

Expected Cash Flow reporting for Puerto Rico

Income Tax Purposes: Expected Cash Flow reporting may be prepared solely for Puerto Rico income tax purposes only. If you have received expected cash flow reporting for Puerto Rico income tax purposes only and are NOT subject to Puerto Rico income taxes, you have received this reporting in error and you should contact your Financial Advisor immediately. Both the Firm and your Financial Advisor will rely solely upon your representations and will not make the determination of whether you are subject to Puerto Rico income taxes. If you have received this reporting and you are NOT subject to Puerto Rico income taxes, the information provided in this reporting is inaccurate and should not be relied upon by you or your advisers. Neither UBS FS nor its employees provide tax or legal advice. You should consult with your tax and/or legal advisors regarding your personal circumstances.

Account changes: At UBS, we are committed to helping you work toward your financial goals. So that we may continue providing you with financial advice that is consistent with your investment objectives, please consider the following two questions:

- 1) Have there been any changes to your financial situation or investment objectives?
 - 2) Would you like to implement or modify any restrictions regarding the management of your account?
- If the answer to either question is "yes," it is important that you contact your Financial Advisor as soon as possible to discuss these changes. For MAC advisory accounts, please contact your investment manager directly if you would like to impose or change any investment restrictions on your account.



Disclosures applicable to accounts at UBS Financial Services Inc. (continued)

ADV disclosure: A complimentary copy of our current Form ADV Disclosure Brochure that describes the advisory program and related fees is available through your Financial Advisor. Please contact your Financial Advisor if you have any questions.

Important information for former Piper Jaffray and McDonald Investments clients: As an accommodation to former Piper Jaffray and McDonald Investments clients, these reports include performance history for their Piper Jaffray accounts prior to August 12, 2006 and McDonald Investments accounts prior to February 9, 2007, the date the respective accounts were converted to UBS FS. UBS FS has not independently verified this information nor do we make any representations or warranties as to the accuracy or completeness of that information and will not be liable to you if any such information is unavailable, delayed or inaccurate.

For insurance, annuities, and 529 Plans, UBS FS relies on information obtained from third party services it believes to be reliable. UBS FS does not independently verify or guarantee the accuracy or validity of any information provided by third parties. Information for insurance, annuities, and 529 Plans that has been provided by a third party service may not reflect the quantity and market value as of the previous business day. When available, an "as of" date is included in the description.

Investors outside the U.S. are subject to securities and tax regulations within their applicable jurisdiction that are not addressed in this report. Nothing in this report shall be construed to be a solicitation to buy or offer to sell any security, product or service to any non-U.S. investor, nor shall any such security, product or service be solicited, offered or sold in any jurisdiction where such activity would be contrary to the securities laws or other local laws and regulations or would subject UBS to any registration requirement within such jurisdiction.

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Weekly Economic Commentary- Week of July 5th, 2013

The June jobs report released Friday morning was good news for the economy but bad for borrowers. Employers added 195,000 workers to payrolls during the month, considerably stronger than the 160,000 increase expected by the consensus of forecasters. And this is just the preliminary estimate; historically, the initial payroll count is revised by an average of 46,000 by the third tally when complete information is at hand. If past is prologue, the revision will show an even stronger payroll gain for June, as the Labor Department tends to underestimate the initial count when the job market is strengthening. Accordingly, the estimates for both April and May were revised up by a combined 70,000 jobs in the latest report.

All told, the economy generated an average of 202,000 jobs over the past six months. This is consistent with the Federal Reserve's perception of what constitutes a "substantial improvement in labor market conditions", which is a precondition for winding down its turbo-charged monetary stimulus. It's also why the latest jobs report is bad news for borrowers. Any hint that the Fed is poised to taper off its bond purchase program sends the bond market into convulsions. In time-honored fashion, the bond vigilantes came out in full force on Friday, sending the 10-year Treasury yield surging to 2.70% from 2.49% a week ago, the highest in almost two years. Since May 22 when Fed chairman Bernanke put the markets on notice that the Fed was considering withdrawing some of its monetary stimulus, the 10-year yield has spiked by more than a full percentage point. Mortgage rates have followed suit, and more increases for borrowers can be expected in coming weeks.

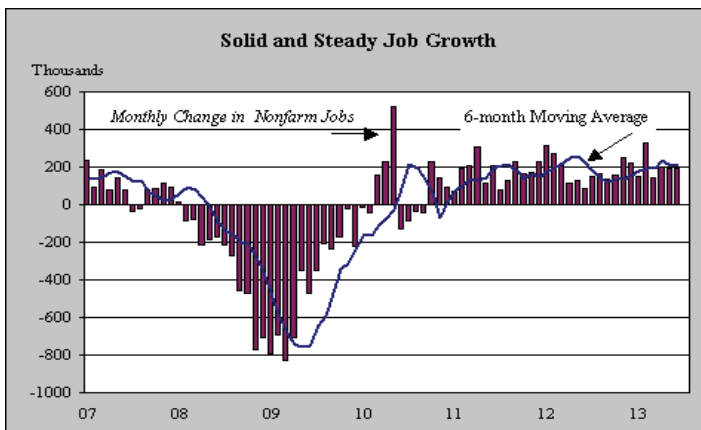
no doubt contributed to the strong gains in more speculative markets, including stocks and higher-yielding riskier bonds.

On the other side, however, are those who believe that the economy is still not strong enough to weather higher interest rates, notwithstanding the steady improvement in job creation over the past year. They point out that the hiring pickup has not yet translated into stronger economic activity. In the first quarter, real GDP increased by a lackluster 1.8% annual rate and the second quarter is not likely to do much better. Indeed, the latest monthly data are tracking a growth rate of about 1.5% in the April-June period. Keep in mind too that it is not just the quantity but also the quality of new jobs being created that is relevant. On this score, things look less bright.

A big chunk of hiring has been in the lower-paying industries, such as leisure and hospitality where payrolls increased by a whopping 75,000 in June. This group includes waiters, short-order cooks and bartenders at restaurants and bars, which added 55,000 workers during the month. In contrast, the industries offering more lucrative pay packages are hiring at a much more subdued pace. Manufacturing payrolls, for example, actually fell again in June for the fourth consecutive month and state government payrolls fell by 15,000, following an 11,000 drop in May. More workers found jobs in construction, a relatively high paying industry, but the gain was a tepid 13,000 in June and 7,000 in May. This was much softer than the 88,000 average monthly increases for construction workers during the first quarter, which appears to have gotten a one-time boost from rebuilding efforts associated with Hurricane Sandy.

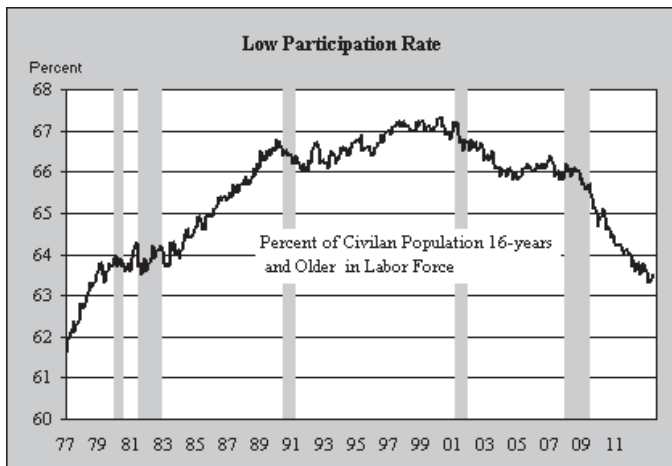
Our sense is that the recent trend in payroll growth if sustained over the summer increases the odds the Fed will pull back on its bond-buying program, perhaps by the September meeting. However, there are a few missing links in the chain of events that the Fed indicated has to occur before tapering off would begin. One is that the unemployment rate would need to fall to about 7%, a threshold that is not likely to be hit by September. The rate remained at 7.6% in June and the broader unemployment rate, or U-6, actually increased to 14.3% from 13.8% in May. This broader measure includes discouraged workers, those not actively looking for a job because of poor prospects but would take one if available and people working part-time but would prefer full-time positions. Both involuntary part-time workers and discouraged workers increased last month. The number of discouraged worker increased to over 1 million from 780,000 in May. We suspect that the bulge in discouraged workers is related to the sequester, which reduced extended benefits for the long-term unemployed as well as cutbacks by states that instituted more restrictive guidelines for benefits.

When job prospects turn stronger, these fringe members of the labor force will re-enter the job market and spur a faster increase in the labor force than in actual hiring. As a result, the unemployment rate will actually rise, not fall, making it harder for the 7% threshold to be hit. The potential for such an aberrational dynamic is huge, as the labor force participation rate is hovering near a 30-year low. Although it did edge up to 63.5% in June



The latest jobs report and its ramifications for Fed policy and interest rates will only add fuel to an ongoing debate. On the one side are those who feel that if interest rates are increasing for the right reason, i.e., a strengthening economy, that's a good thing. For one, it serves as an organic brake on inflationary forces that tend to gain traction as an economy strengthens. For another, it provides more attractive income opportunities for savers who have struggled with near-zero interest rates on short-term assets and meager returns on longer-term securities for the better part of five years. To juice returns, savers have had to take on more risk than they might feel comfortable with, something that has

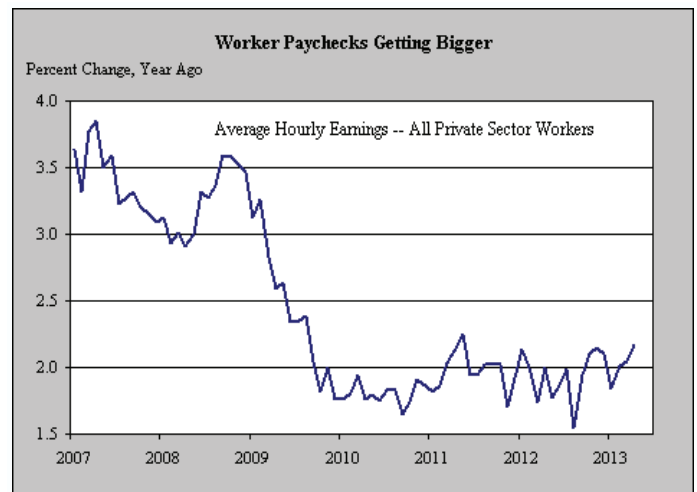
from 63.4% in May and 63.3% in April, the participation rate is far below the 66.2% at the start of the recession. Put another way, if the rate stood at 66.2% now, there would be 6.7 million more workers in the labor force, and the unemployment rate would be 11.4%, not 7.6%.



With that said, we doubt the Fed is wedded to statistical thresholds if the broader picture is giving a more reliable reading on the economy's performance. From our lens, the job market is steadily improving and if payroll growth continues at or above the 200,000 monthly pace, the central bank will likely start to withdraw some monetary stimulus, even if the unemployment rate remains above 7%. That's particularly so if the rate is being elevated by an expanding labor force in response to a quickened pace of hiring. It's important to note that the current near-200,000 monthly pace of payroll growth exceeds the increase in the working-age population. Hence, while the unemployment rate remains stuck at 7.6% the share of the population holding jobs is edging up; in June, the employment/population ratio rose to 58.7% from 58.6% in May and a low of 58.4% last August.

The Fed will also look at other labor market barometers, such as worker pay. Here too, signs of improvement are palpable. True, lower-paying occupations are getting the bulk of the job increases, but workers in these and most other industries are obtaining pay increases. Average hourly earnings for all private-sector workers jumped by 0.4% in June, the largest monthly increase since last November. Compared to a year ago, hourly earnings are up by 2.2%, the strongest annual gain in two years and comfortably above inflation. This increase combined with more workers drawing paychecks and putting in longer hours translates into a solid gain for wages and salaries in June, underpinning brighter prospects for consumer spending.

Indeed, it is no coincidence that sales of autos and other big-ticket items are showing strength. Surveys show that households are feeling more optimistic about the job market and are more comfortable with their financial situation. Auto sales surged to a tad below a 16 million annual rate in July, up 9.2% from the same month last year; automakers are on track to enjoy the most robust sales for an entire year since 2007. No doubt, the industry's good fortune owes much to the rebound in the construction and energy industries, which is spurring demand for pickup trucks. But all segments of the light motor vehicle market are recording solid gains, a sign that the industry is being supported by stronger fundamental underpinnings, including improving job and income prospects.



While the bond market winced over the latest job report, the stock market clearly saw the bright side, anticipating that stronger job gains will lead to stronger sales, revenues and, hence, corporate profits. All broad stock indices moved higher on Friday, ending the holiday-shortened week on a positive note. Statements from the head of the European Central Bank, Mario Draghi, as well as from the Bank of England, may also have encouraged investors. Both are promising to keep interest rates low for as long as it takes to stimulate growth, taking a page from the Fed's earlier playbook. If their strategy works and lifts Europe out of recession, the manufacturing sector, currently the weakest link in the U.S. economy, would clearly benefit, as exports are closely tied to the performance of overseas economies.

UBS House View

Digest

US Edition

CIO Wealth Management Research July 2013

Pause and balance





Alexander S. Friedman
Global Chief Investment Officer
Wealth Management

Pause and balance

On June 23, American Nik Wallenda walked across a tightrope stretched over a gorge near the Grand Canyon in the US. Thirteen minutes into his walk, strong winds whipped around him and swayed his rope multiple feet side to side. Wallenda's response was to pause, crouch down, regain his balance and wait for the winds to calm before proceeding. Then he literally jogged the last 50 feet and made the exit look easy.

Financial markets have recently experienced a degree of turbulence not seen since the height of the Eurozone crisis, and people are asking whether it is time to crouch down and wait, or to move. To answer this question, we need to address: 1) the current dynamics of financial markets; 2) what they mean for investor portfolios; and 3) where investors should focus their investments.

The unusual dynamics in financial markets are the result of a sharp increase in US real interest rates, caused by recent statements from the Fed highlighting an improved outlook for the US economy and a likely reduction in stimulus this year. But with the Fed's decision over whether to begin phasing out its quantitative easing program in September or December likely to come down to the variations in just the next two months' economic data, it is far from clear where bond yields will move in the short term.

What is clear is that we are at an inflection point, where, at least over this economic cycle, the direction of US monetary policy seems set to move only in the direction of incremental tightening. This inflection point has caught some investors off guard. Some are now in the process of unwinding leveraged positions, and we should therefore prepare for a potential continuation of short-term volatility in balanced portfolios.

In the near term, emerging markets are likely to fare worst as this deleveraging plays out. However, we believe the sell-off is creating an opportunity for US assets in particular, namely US equities, US high yield, and the US dollar, which offer a degree of protection against incremental monetary tightening.

Alexander S. Friedman
28 June 2013

This Digest contains excerpted material. To read the full version, please see the UBS House View Investment Strategy Guide.

The *UBS House View* suite:



UBS House View: Investment Strategy Guide
– The flagship report for UBS clients



UBS House View: Digest – The UBS House View summarized



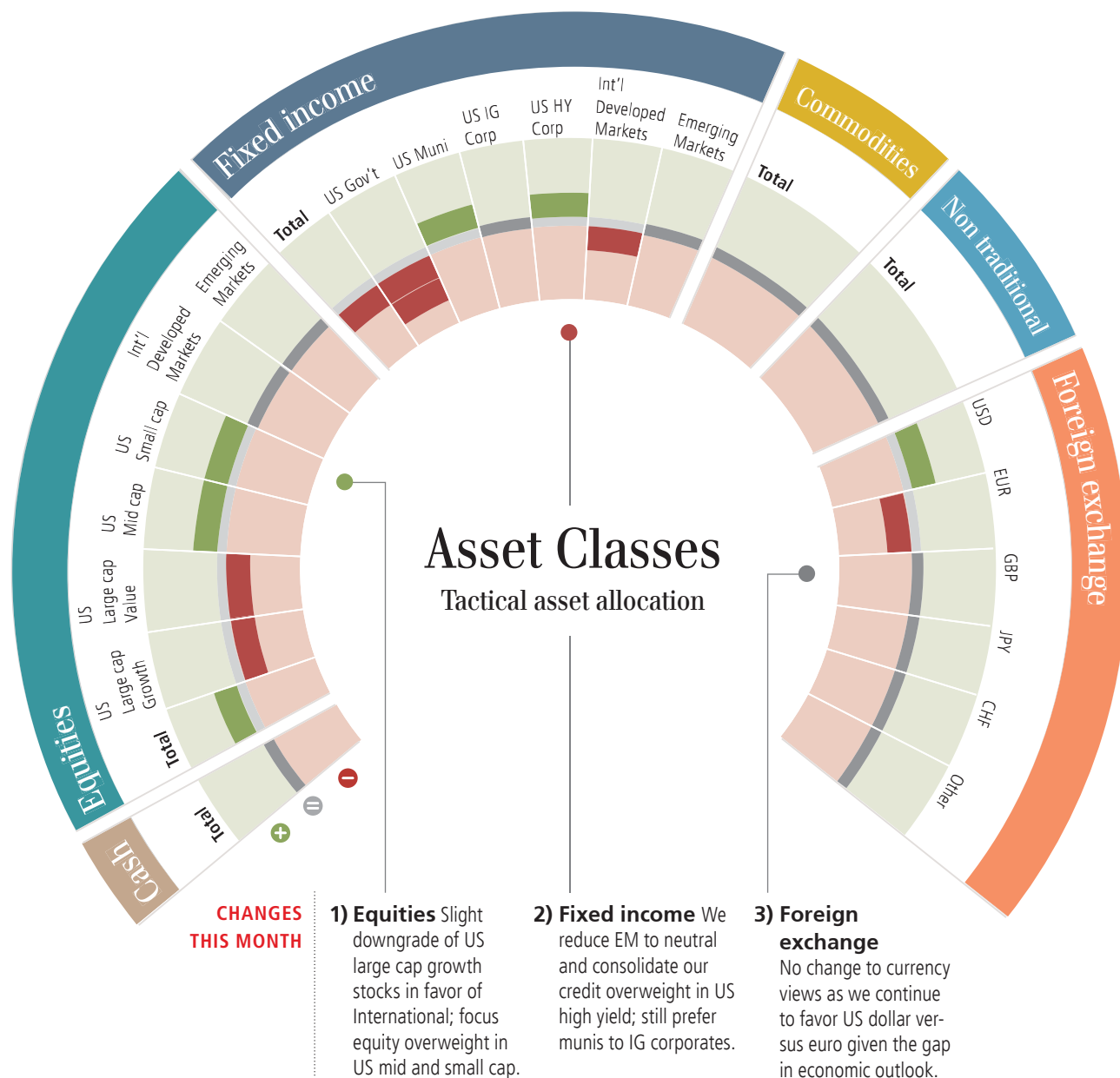
UBS House View: Extended – In-depth analysis across all asset classes and regions



UBS House View: Presentation – The UBS House View in charts

Pause and balance

While the recent sell-off has caught some investors off guard, we believe it is creating an opportunity for US assets, including US equities, US high yield corporates and the dollar.



LEGEND

- +** Overweight: Tactical recommendation to hold more of the asset class than specified in the strategic asset allocation (see pages 24-27)
- Underweight: Tactical recommendation to hold less of the asset class than specified in the strategic asset allocation (see pages 24-27)
- =** Neutral: Tactical recommendation to hold the asset class in line with its weight in the strategic asset allocation (see pages 24-27)

NOTE: TACTICAL TIME HORIZON IS APPROXIMATELY SIX MONTHS

Source: WMA AAC and CIO WMR, as of 28 June 2013.

Preferred investment views

As of 28 June 2013

Asset Class	Most preferred	Least preferred
Equities	<ul style="list-style-type: none"> • US (↘) • Japan • US small and mid caps • US housing • US technology • Water-linked investments • Dividend growth • North American energy independence • US competitiveness 	<ul style="list-style-type: none"> • Australia
Fixed income	<ul style="list-style-type: none"> • US high yield (↗) • Investment grade credit¹ • EM corporate bonds (↘) • Preferred securities • US senior loans (↗) 	<ul style="list-style-type: none"> • Government bonds
Foreign exchange	<ul style="list-style-type: none"> • USD • CAD 	<ul style="list-style-type: none"> • EUR • AUD
Commodities	<ul style="list-style-type: none"> • Platinum 	

↗ Recent upgrades ↘ Recent downgrades

¹ Municipal bonds preferred in taxable portfolios, investment grade corporates in tax-exempt portfolios.

Asset class overview

Economy

The US Federal Reserve Chairman Ben Bernanke recently stated his belief that “it would be appropriate to moderate the monthly pace of (asset) purchases later this year” if economic data remains supportive. We expect the tapering off of QE3 to begin in December 2013 and the program to be phased out by the third quarter of 2014; however, with the first policy rate hike only expected in 2015, Fed policy is still likely to remain very accommodative. In China, slower credit growth is expected to bring GDP growth down from 7.8% last year to 7.5% in 2013. European data are weak but continue to improve, led by Germany, and we expect the eurozone to return to growth in the second half of the year.

+ Equities

We hold a moderate overweight in equities. We believe that US equities have the most attractive outlook, benefiting from high profit margins and relatively strong domestic demand. S&P 500 earnings per share are expected to grow by 7%-8% in both 2013 and 2014. Japanese equities could remain volatile in the near term, but underlying earnings continue to improve. We also expect renewed support from the joint efforts of the Japanese government and central bank to further boost economic growth. Australia is our least favored market as it is expensive relative to other markets, and the fall in commodity prices is weighing on the market's large materials sector.

- Fixed income

We believe that the recent sell-off has created a good opportunity to add to US high yield corporate bond positions, given solid corporate fundamentals and spreads of around 530 basis points. Conversely, with the current Fed-inspired deleveraging dynamic translating into higher volatility in emerging markets, risks that tighter financial conditions could inhibit growth, and weaker currencies potentially impacting emerging market corporates' creditworthiness, we believe that investors should reduce overweight positions in corporate emerging market debt to neutral.

= Commodities

With 10-year real interest rates in the US now positive, investor outflows gaining momentum and emerging market currencies lowering the cost of supply even further, we believe investors who hold gold in excess of their strategic allocation should review their positions.

Foreign exchange

Our preferred currencies are the US and Canadian dollars (CAD). Both benefit from strong economic growth in North America, and the possible end to QE3 in 2014. We expect the euro to come under pressure due to the relative weakness of the eurozone economy compared to the US and the ECB's relative bias toward easier monetary policy. The Australian dollar (AUD) lost almost 10% against the CAD since its peak in April. However, we expect the currency to fall further. Weak commodity prices and declining consumer confidence are negatively impacting growth and, even after recent falls, the currency remains more than 20% above fair value, as measured by Purchasing Power Parity.

Disclaimer

Sources of strategic asset allocations and investor risk profiles

Strategic asset allocations represent the longer-term allocation of assets that is deemed suitable for a particular investor. The strategic asset allocation models discussed in this publication, and the capital market assumptions used for the strategic asset allocations, were developed and approved by the WMA AAC.

The strategic asset allocations are provided for illustrative purposes only and were designed by the WMA AAC for hypothetical US investors with a total return objective under five different Investor Risk Profiles ranging from conservative to aggressive. In general, strategic asset allocations will differ among investors according to their individual circumstances, risk tolerance, return objectives and time horizon. Therefore, the strategic asset allocations in this publication may not be suitable for all investors or investment goals and should not be used as the sole basis of any investment decision. Minimum net worth requirements may apply to allocations to non-traditional assets. As always, please consult your UBS Financial Advisor to see how these weightings should be applied or modified according to your individual profile and investment goals.

The process by which the strategic asset allocations were derived is described in detail in the publication entitled "UBS WMA's Capital Markets Model: Explained, Part II: Methodology," published on 22 January 2013. Your Financial Advisor can provide you with a copy.

Deviations from strategic asset allocation or benchmark allocation

The recommended tactical deviations from the strategic asset allocation or benchmark allocation are provided by the Global Investment Committee and the Investment Strategy Group within Wealth Management Research Americas. They reflect the short- to medium-term assessment of market opportunities and risks in the respective asset classes and market segments. Positive / zero / negative tactical deviations correspond to an overweight / neutral / underweight stance for each respective asset class and market segment relative to their strategic allocation. The current allocation is the sum of the strategic asset allocation and the tactical deviation.

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Version as per October 2011.

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MEMO, City of Cordova

To: Mayor and City Council

Through: Moe Zamarron, Acting City Manager

From: Jon K. Stavig, Finance Director

Date: July 10, 2013

RE: Quarterly Finance Department Report

Following are the traditional two page financial fund summary reports for year-to-date June 30, 2013.

The first page is a fund summary for the general fund only. The second page includes all funds including enterprise funds. I have excluded Fund 426, the Cordova Center Fund, and instead included a separate report to show all expenditures through June 30, 2013 for Fund 426 as it distorts the two page summary report.

The City has just received the final audit and bound copies of the FYE 12-31-2012 report from our auditors. I need direction from Council on when they would like to have a presentation from Michelle Drew, lead auditor. On a sidebar note, Mikunda, Cottrell & Co. was acquired by BDO USA effective July 1, 2013. BDO is a huge international accounting firm that probably ranks number seven in size in the US and within the top ten globally.

The City's account balances as of July 10, 2013 are as follows;

Combined Central Treasury Accounts	\$4,387,098.44
(FNBA & UBS balances)	
Combined Permanent Fund Accounts	\$9,446,528.46
(UBS balances)	

Finally, we have just started to receipt in our 2nd quarter sales tax receipts which should be fully receipted in by the end of the month.

All to report from the Finance Dept.

Respectfully submitted,

Jon K Stavig

CITY OF CORDOVA
FUND SUMMARY
FOR THE 6 MONTHS ENDING JUNE 30, 2013

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
TAXES	1,233,048.11	1,233,048.11	5,718,500.00	4,485,451.89	21.6
LICENSES & PERMITS	40.00	40.00	16,300.00	16,260.00	.3
OTHER GOVERNMENTAL	983,543.75	983,543.75	3,066,537.64	2,082,993.89	32.1
LEASES & RENTS	83,280.53	83,280.53	171,020.00	87,739.47	48.7
LAW ENFORCEMENT	165,470.46	165,470.46	333,900.00	168,429.54	49.6
D. M. V.	57,184.10	57,184.10	92,500.00	35,315.90	61.8
PLANNING DEPARTMENT REVENUE	6,244.00	6,244.00	29,000.00	22,756.00	21.5
RECREATION DEPT REVENUE	33,681.50	33,681.50	77,000.00	43,318.50	43.7
POOL REVENUE	11,276.50	11,276.50	34,200.00	22,923.50	33.0
SALE OF PROPERTY	700.00	700.00	6,500.00	5,800.00	10.8
INTERFUND TRANSFERS IN	246,021.90	246,021.90	492,043.75	246,021.85	50.0
OTHER REVENUE	40,056.48	40,056.48	225,000.00	184,943.52	17.8
STATE DEBT SERVICE REIMBURSME	648,475.00	648,475.00	976,276.00	327,801.00	66.4
	3,509,022.33	3,509,022.33	11,238,777.39	7,729,755.06	31.2
<u>EXPENDITURES</u>					
CITY COUNCIL	10,458.66	10,458.66	22,888.16	12,429.50	45.7
CITY CLERK	128,067.92	128,067.92	243,111.61	115,043.69	52.7
CITY MANAGER	187,982.39	187,982.39	399,368.41	211,386.02	47.1
FINANCE	217,443.87	217,443.87	423,517.81	206,073.94	51.3
PLANNING DEPARTMENT EXPENSE	102,866.83	102,866.83	212,763.46	109,896.63	48.4
PLANNING COMMISSION	506.19	506.19	6,500.00	5,993.81	7.8
DEPARTMENT OF MOTOR VEHICLE	32,775.87	32,775.87	76,825.96	44,050.09	42.7
LAW ENFORCEMENT	393,804.78	393,804.78	892,295.09	498,490.31	44.1
JAIL OPERATIONS	94,760.60	94,760.60	231,298.95	136,538.35	41.0
FIRE & EMS	151,377.04	151,377.04	320,000.18	168,623.14	47.3
DISASTER MANAGEMENT DEPT.	148.72	148.72	7,500.00	7,351.28	2.0
INFORMATION SERVICES	216,934.08	216,934.08	472,652.75	255,718.67	45.9
FACILITY UTILITIES	99,848.39	99,848.39	156,300.00	56,451.61	63.9
PW ADMINISTRATION	63,672.74	63,672.74	122,272.32	58,599.58	52.1
FACILITY MAINTENANCE	107,443.95	107,443.95	211,713.28	104,269.33	50.8
STREET MAINTENANCE	250,675.25	250,675.25	619,784.04	369,108.79	40.5
SNOW REMOVAL	19,750.24	19,750.24	79,650.00	59,899.76	24.8
EQUIPMENT MAINTENANCE	163,738.68	163,738.68	299,779.39	136,040.71	54.6
PARKS MAINTENANCE	47,163.49	47,163.49	103,904.25	56,740.76	45.4
CEMETERY MAINTENANCE DEPT.	3,019.09	3,019.09	8,275.00	5,255.91	36.5
RECREATION - BIDARKI	178,699.78	178,699.78	406,073.52	227,373.74	44.0
POOL	168,705.31	168,705.31	284,467.98	115,762.67	59.3
SKI HILL	40,171.52	40,171.52	58,400.00	18,228.48	68.8
NON-DEPARTMENTAL	179,294.31	179,294.31	352,745.00	173,450.69	50.8
LONG TERM DEBT SERVICE	1,028,105.58	1,028,105.58	1,699,924.00	671,818.42	60.5
INTERFUND TRANSFERS OUT	978,592.00	978,592.00	978,592.07	.07	100.0
TRANSFERS TO OTHER ENTITIES	1,578,639.74	1,578,639.74	3,101,983.16	1,523,343.42	50.9
	6,444,647.02	6,444,647.02	11,792,586.39	5,347,939.37	54.7
	(2,935,624.69)	(2,935,624.69)	(553,809.00)	2,381,815.69	(530.1)

CITY OF CORDOVA
FUND SUMMARY
FOR THE 6 MONTHS ENDING JUNE 30, 2013

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
101 GENERAL FUND	3,509,022.33	3,509,022.33	11,238,777.39	7,729,755.06	31.2
104 CITY PERMANENT FUND	1,154,189.59	1,154,189.59	1,210,007.93	55,818.34	95.4
203 FIRE DEPT. VEHICLE ACQUISITION	34,378.22	34,378.22	10,000.00	(24,378.22)	343.8
205 VEHICLE REMOVAL/IMPOUND FUND	33,621.00	33,621.00	33,000.00	(621.00)	101.9
401 GENERAL PROJ & GRANT ADMN	641,174.73	641,174.73	854,970.00	213,795.27	75.0
410 CHIP SEAL C.I.P.	50,000.00	50,000.00	50,000.00	.00	100.0
435 HOSPITAL REPAIR PROJECT	435,848.85	435,848.85	1,028,155.00	592,306.15	42.4
502 HARBOR ENTERPRISE FUND	457,129.48	457,129.48	1,037,570.41	580,440.93	44.1
503 SEWER ENTERPRISE FUND	339,815.04	339,815.04	731,830.00	392,014.96	46.4
504 WATER ENTERPRISE FUND	305,808.46	305,808.46	735,270.00	429,461.54	41.6
505 REFUSE ENTERPRISE FUND	420,849.61	420,849.61	942,625.00	521,775.39	44.7
506 ODIK CAMPER PARK	13,084.62	13,084.62	61,167.25	48,082.63	21.4
602 HARBOR & PORT PROJECTS	1,023,971.34	1,023,971.34	103,235.00	(920,736.34)	991.9
603 SEWER PROJECTS	104,857.00	104,857.00	709,857.00	605,000.00	14.8
605 SOLID WASTE PROJECTS	284,000.00	284,000.00	1,506,000.00	1,222,000.00	18.9
654 LT2 COMPLIANCE PROJECT	.00	.00	3,605,000.00	3,605,000.00	.0
702 HARBOR FUND DEP'N RESERVE	75,000.00	75,000.00	75,000.00	.00	100.0
703 SEWER FUND DEP'N RESERVE	100,000.00	100,000.00	100,000.00	.00	100.0
704 WATER FUND DEP'N RESERVE	100,000.00	100,000.00	100,000.00	.00	100.0
705 REFUSE FUND DEP'N RESERVE FUN	75,000.00	75,000.00	75,000.00	.00	100.0
805 LANDFILL FUND	50,000.00	50,000.00	25,000.00	(25,000.00)	200.0
911 E-911 SPECIAL REVENUE FUND	1,484.78	1,484.78	.00	(1,484.78)	.0
	9,209,235.05	9,209,235.05	24,232,464.98	15,023,229.93	38.0
<u>EXPENDITURES</u>					
101 GENERAL FUND	6,444,647.02	6,444,647.02	11,792,586.39	5,347,939.37	54.7
104 CITY PERMANENT FUND	466,787.93	466,787.93	466,787.93	.00	100.0
203 FIRE DEPT. VEHICLE ACQUISITION	3,500.82	3,500.82	.00	(3,500.82)	.0
205 VEHICLE REMOVAL/IMPOUND FUND	1,062.62	1,062.62	.00	(1,062.62)	.0
401 GENERAL PROJ & GRANT ADMN	280,930.23	280,930.23	994,735.50	713,805.27	28.2
410 CHIP SEAL C.I.P.	.00	.00	50,000.00	50,000.00	.0
435 HOSPITAL REPAIR PROJECT	348,789.82	348,789.82	1,028,155.00	679,365.18	33.9
502 HARBOR ENTERPRISE FUND	518,873.90	518,873.90	1,037,570.41	518,696.51	50.0
503 SEWER ENTERPRISE FUND	458,242.64	458,242.64	731,830.00	273,587.36	62.6
504 WATER ENTERPRISE FUND	377,111.73	377,111.73	735,270.00	358,158.27	51.3
505 REFUSE ENTERPRISE FUND	510,839.90	510,839.90	942,625.00	431,785.10	54.2
506 ODIK CAMPER PARK	12,721.98	12,721.98	57,255.25	44,533.27	22.2
602 HARBOR & PORT PROJECTS	232,725.00	232,725.00	103,235.00	(129,490.00)	225.4
603 SEWER PROJECTS	.00	.00	709,857.00	709,857.00	.0
605 SOLID WASTE PROJECTS	94,208.28	94,208.28	1,506,000.00	1,411,791.72	6.3
654 LT2 COMPLIANCE PROJECT	48,716.88	48,716.88	3,605,000.00	3,556,283.12	1.4
702 HARBOR FUND DEP'N RESERVE	103,235.00	103,235.00	103,235.00	.00	100.0
703 SEWER FUND DEP'N RESERVE	104,857.00	104,857.00	104,857.00	.00	100.0
705 REFUSE FUND DEP'N RESERVE FUN	284,000.00	284,000.00	284,000.00	.00	100.0
	10,291,250.75	10,291,250.75	24,252,999.48	13,961,748.73	42.4
	(1,082,015.70)	(1,082,015.70)	(20,534.50)	1,061,481.20	(5269.

CITY OF CORDOVA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2013

CORDOVA CENTER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PHSE I - FROM CITY MONEY</u>					
426-401-52180	PROFESIONAL SERVICES	186,988.13	186,988.13	38,600.00	(148,388.13)	484.4
426-401-70110	ADMINISTRATION	729.06	729.06	.00	(729.06)	.0
426-401-70130	CONSTRUCTION	900,209.12	900,209.12	.00	(900,209.12)	.0
426-401-70140	CONSTRUCTION MANAGMENT	17,692.70	17,692.70	.00	(17,692.70)	.0
	TOTAL PHSE I - FROM CITY MONEY	1,105,619.01	1,105,619.01	38,600.00	(1,067,019.01)	2864.3
	<u>PHSE II - FROM CITY MONEY</u>					
426-402-70110	ADMINISTRATION	1,036.28	1,036.28	.00	(1,036.28)	.0
426-402-70140	CONSTRUCTION MANAGMENT	27,700.00	27,700.00	.00	(27,700.00)	.0
	TOTAL PHSE II - FROM CITY MONEY	28,736.28	28,736.28	.00	(28,736.28)	.0
	TOTAL FUND EXPENDITURES	1,134,355.29	1,134,355.29	38,600.00	(1,095,755.29)	2938.7
	NET REVENUE OVER EXPENDITURES	(1,134,355.29)	(1,134,355.29)	(38,600.00)	1,095,755.29	(2938.



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McGLADREY ALLIANCE



June 20, 2013

CITY OF CORDOVA
P.O. BOX 1210
CORDOVA, AK 99574-1210

RECEIVED
JUN 28 2013
City of Cordova

Dear Valued Client,

Thank you for trusting your accounting, tax, and business advisory matters to Mikunda, Cottrell & Co., Inc. Over the years, we have been truly honored to play a role in your success. We are pleased to share with you that Mikunda, Cottrell & Co. shareholders, managers and staff will join BDO USA, LLP, one of the nation's leading accounting, tax and consulting firms, effective July 1, 2013.

For more than 35 years, Mikunda, Cottrell & Co. has been an active member of the Anchorage community, building strong relationships with clients across Alaska—from Nonprofits and Government Contractors to the Public Sector and Alaska Native Corporations. We've grown to become the largest and most diversified CPA firm in Alaska through our focus on exceptional service delivered by skilled professionals, and a responsive service approach that is tailored to the needs of our clients. By combining our talents with those of BDO, we're building on this tradition to bring you wider array of services, broader and deeper industry experience, and the full coverage of BDO's global network.

BDO complements our existing service and industry strengths and offers dedicated industry practices in Natural Resources, Retail & Consumer Products, Technology & Life Sciences, Private Equity, Insurance, Real Estate, Financial Services, and many others. Mikunda, Cottrell & Co. and BDO share a uniquely compatible practice philosophy based on relationships, responsiveness and service. So while we are joining BDO, our culture and service approach won't change. We remain committed to the highest level of personalized service to which our clients are accustomed. Your relationships with your client service team will continue and be enhanced by the increased depth and breadth of skills and resources we can now offer you.

As we become the Anchorage-based Alaska practice of BDO, our email addresses will forward to new BDO email accounts. We will maintain our same office address, main telephone and fax numbers in Anchorage.

Mikunda, Cottrell & Co.'s shareholders, managers, and staff look forward to our continued relationship and the new opportunities resulting from our union with BDO. Please feel free to call me at 907.278.8878 with questions.

Sincerely,

James Hasle
Managing Partner



City of Cordova
602 Railroad Ave.
P.O. Box 1210
Cordova, Alaska 99574
Phone: (907) 424-6100
Fax: (907) 253-6120
Email: policechief@cityofcordova.net
Web: www.cityofcordova.net

CITY OF CORDOVA

Office of Chief of Police

To: Mayor and City Council
Through: Moe Zamarron, Acting City Manager
From: George Wintle, Chief of Police
Subject: 2nd Quarter 2013 Police Report
Date: July 3, 2013

PERSONNEL:

The Cordova Police Department began advertising for two Police officer positions in early March and as of April 8, 2013 Greg Rubio and Derrickk Torgerson were hired as full time police officers. They will be attending the Police Officer Academy at the Sitka Alaska State Trooper Training Academy beginning August 5th 2013. After completion of the academy ending in late November 2013, the Cordova Police Department will have six full time Officers including the Chief of Police. Officers Rubio and Torgerson have been training alongside our senior Officers and participating in law enforcement activity.

Officer Torgerson was previously employed with the City of Cordova Police department as a Communications Clerk. Due to his hiring as a Police Officer, Derrickk resigned as Dispatcher April 22, 2013.

The Cordova Police Department began advertising for the Communications Clerk position. Testing for the position was conducted under the supervision of lead Dispatch supervisor Nancy Gentry but resulted in no further action due to low testing scores from the applicants. The position still remains open as of this date.

Chief Wintle began organizing weekly meetings with his assistant Jessica Hristov and Dispatch Supervisor Nancy Gentry to discuss weekly events, projects and concerns. Quarterly meetings are now being conducted with the entire department to discuss future projects, feedback and concerns from the employees of the police department.

PATROL

The Cordova Police Department received a total 573 calls for service during the 2nd Quarter of 2013. From these calls for service a total of 75 investigative cases were generated and a total of 32 arrests were made.

From the months of April 1st through June 30st 2013 there were 53 citations issued, while 38 offenders were issued warnings for minor violations.

Dispatch:

Our Communication Clerks continue to receive FEMA training with successful completions. Nancy Gentry, Sage Holm, Rick Silveira and Natalie Webb received CPR certifications resulting in The Cordova Police Department having a full staff with current CPR certifications.

JAIL:

There were a total of 32 arrests made servicing a total of 24 days and 58.5 hours of served time.

DMV:

Operations have continued to run smoothly at the DMV .DMV was open for 51 days during this 2nd quarter. The number of customers assisted totaled 1,788. Of those seen 915 were served with transactions totaling \$53,572 of which \$38,586.70 was applied to the State of Alaska with the remaining \$14,984.40 being applied to the City of Cordova. The Current Schedule of operation for DMV as of April 1st continues to run four days a week, being Wednesday through Saturday from 8-3:30pm

Natalie Webb began conducting motorcycle exams as Cordova's new motorcycle road examiner in early May 2013. Our first test was held on Saturday, June 1. We had six confirmed riders and two additional add-ons to total eight riders; the testing and license issuing took about two hours. The city retains 100% of the \$15 road test fee and 30% of the \$20 license issuance fee so we made a profit of \$168 in two hours' time. Although not everyone will sign up for this class and we will not see many throughout a year, it saves our citizens several hundred dollars traveling to and from Anchorage with their bikes to obtain this simple endorsement.

TRAINING:

Officer Zack Johns along with K-9 Sage successfully completed certification with the Alaska States Troopers for Drug Dog Detection training which occurred May 2nd 2013 in Fairbanks Alaska. The entire staff participated in CPR training where certifications were received.

Officers Johns, Johnston and Rubio along with the Chiefs Assistant Jessica Hristov attendant the Fire departments CPR re-certification and certification class on June 28, 2013, all of which are now CPR certified.

James Thorn attended DMV training in Anchorage June 17th 2013. This training will provide DMV with another employee capable of running the DMV as well as conducting Driving exams.

Greg Rubio and Derrickk Torgerson are scheduled to begin the Police Academy in Sitka, Alaska August 4th 2013

PUBLIC RELATIONS:

Our officers continue to conduct business contacts in and around the community which include the local bar establishments. With the summer and fishing season in full swing these patrols are insuring safety and a reduction in criminal activity. Our officers participated in this year's Cancer walk and bake sale where we donated \$200 for Cancer research.

PROJECTS

The Cordova Police Department held its first live auction Saturday June 15th 2013. The auction resulted in the sale of three vehicles for a total of \$560. Also auctioned off were seven bicycles for a total of \$11 making a total for this auction of \$571. The remaining 5 vehicles that were not sold at the auction were prepared by the city shop to be transported to the city land fill.

The huge task and project of organizing the Police Departments evidence storage room is being discussed and prepared. Under further direction we hope to develop an easier way to manage and store our past and future evidence by developing an easier system for handling, storing, receiving, and destroying evidence.

The Cordova Police Department has also been researching the possibility of purchasing a credit card machine to help with the flow of customers and bring the department up to speed. This would also assist at the DMV office due to the large amount of transactions which take place during its open hours. This project will be discussed with the newly hired city manager.

Natalie Webb attended training in Anchorage and prepared the Department of Motor Vehicle Office for motorcycle testing in The City of Cordova. In previous years, there had been no specific area designated for the prescribed motorcycle course. With the assistance of Moe Zamarron and the city shop employees, a painted marked course was outlined and prepared in the city hall parking lot allowing the community to take their motorcycle road course for motorcycle licensing.

The Department has ordered a dual screen monitor system for police dispatchers to allow them to have a better visual set up for our multiple computer software programs which are used on a daily bases.

A police vehicle is the main tool for every department and is the officer's main work area or office. The main portion of a patrol officer's day is spent in a police vehicle patrolling neighborhoods, working traffic, and being available to the community for immediate response when needed. Our current vehicle inventory has a very high mileage range with several vehicles over the 100k mark. With the addition of the two newly hired police officer positions, vehicles of some sort, whether new or used will be needed for those officers when they begin to work on assigned shifts in December 2013. I am currently in conversation with the US Forest Service in regards to placing a bid on one of their vehicles which will be auctioned in the near future. This particular vehicle has low mileage and is already equipped with many additional items such as emergency lighting and radio brackets which can add to the cost when purchasing new vehicles and save our city money.

New parking violation citations were completed and put into place with the Harbor Master Tony Schinella who has been overseeing parking violations in the harbor parking areas. This was put into place after new state law required changes in the format of the written violation.

Numerous changes which needed to be reviewed within the city code which were addressed by Chief Wintle and Lead Dispatcher Nancy Gentry to the city manager Don Moore. Those assorted changes were forwarded for review to the city attorney and are currently being reviewed for presentation to the incoming city manager.

Chief George Wintle
Cordova Police Department

TO: Acting City Manager
 FROM: Harbormaster Tony Schinella
 DATE: 7/9/2013
 RE: Quarterly Activity Report/Apr-Jun. 2013

Exclusive Slips Assigned	703 out of 715 Total Slips			98% Occupancy (as of 6/30/13)	
	Apr	May	Jun	Total	
Vessels Charged Daily Rate	10	200	60	270	
Vessels Charged Monthly Rate	0	44	20	64	
Vessels In Impound Status	2	0	0	0	
Vessel Lifts	4	22	17	43	
Port Arrivals:					
Shoreside	1	1	2	4	
Samson	1	1	2	4	

Used Oil Collected YTD	7025 Gals
Used Oil Collected(Apr-Jun.)	5525 Gals
Used Oil Delivered (Jan-Mar)	1400 Gals

Vessels Towed	3
Vessels Pumped	2
Vessel Bilges Pumped	8
Vessel Sewage Tanks Pumped	0

GENERAL ACTIVITIES

Hauled F/V Franz Joseph to the Landfill.
 Repaired 32 water service leaks in the North Harbor.
 Repaired 5 electrical pedestals in South Harbor.
 Moved all vessels from Samson Tug & Barge Land, To newly platted shipyard.
 General Facility maintenance.
 Installed security cameras at Harbormaster office.
 2 derelict vessels were removed and disposed of by owner, from North Fill storage lot.
 1 derelict vessel removed and disposed of by owner, from Shipyard storage.

To: City Council; City Manager; City Clerk
CC: Historical Society
From: Cathy Sherman, Museum Director
Date: July 8, 2013
RE: 2nd Quarter 2013 Report



CORDOVA HISTORICAL MUSEUM:

- Exhibits: 'From our Attic,' 'Fish Follies 2013'
- **2nd Quarter Visitation: 1868** 2nd Quarter 2012: 2128
- **April – 655; May 551; June 662**
- **Programs:** Bottle Collecting 101; Eyak River Canneries; Middleton Island
- Submitted photos for **Museum Memories** to Cordova Times
- Museum staff and Cordova Historical Society volunteers continued work on the new **Museum Design**. A maquette (a miniature version of the new museum space) has been created and is on display in the permanent galleries. Work continues on finalizing the exhibit design and is being funded through a grant from the Alaska State Museum Grant-in-Aid program.
- Museum staff assisted with the **Aviation Fly In** and sponsored an evening event for the pilots and the community.
- Museum staff has worked tirelessly with the production crews for **Today in America**. Filming is set to take place on July 11th. Confirming all their requests and finalizing the logistics has been fun. Not.
- Staff continues to assist the **Pioneers of Alaska** with their grant for the restoration and preservation of Pioneer Igloo # 19.
- The Cordova Historical Society received a **second grant** through the Alaska state Museum Grant-in-Aid program. These funds will be used to replace the museum computers and purchase technology for the new exhibit design.
- Museum staff assisted with **4th of July event** and with the **flowers** for the **museum/ library and city hall**.
- **Assist with Ski Hill Contract**
- Museum staff has been completing **loan paperwork** for 2013 and is in the process of returning some loaned objects in preparations for the move to the new space.
- Cordova Historical Society sponsored the 11th annual **Fish Follies** event which included an opening art reception, workshops and lectures. Fish Follies will hang in the library meeting room until Labor Day.
- Museum staff assisted the Cordova Historical Society with renewing their **permit** for games of skill and chance.



CORDOVA CENTER

Second Quarter Report 2013

The Cordova Center project is a multi-use facility designed to meet LEED specifications and answer a number of needs for the community of Cordova. It will house the Cordova Public Library, the Cordova Historical Museum as well as the administrative offices for the municipality. In addition there will be spaces for a 200 seat auditorium, conference and meeting room spaces and educational rooms for use by community and other groups.

The total project cost is approximately \$25.5 million, \$19.5 of which has been secured. The funding plan is broad based with many sources including Federal, State and Municipal dollars as well as Foundations and Corporate contributors, local fund raising and grants.

The project has been broken down into two phases. Phase I will complete the exterior shell of the facility and at this time date is 99%. Phase II is set to begin as funds allow and will include the finish trades to complete the facility. There is an anticipated opening of late 2014 or 2015.

Phase I:

On site construction by Dokoosian Construction is done, but lingering issues to reach substantial completion include: identified window leaks; a trim sill leak and radiant floor mapping. Forensic testing on the windows by a third party entity took place in April 2013. Negotiations with Dokoosian Construction on remediation of the windows are currently underway with an anticipated completion date of August 21, 2013.

Phase II:

Preparations for Phase II are nearly complete. Dawson Construction has completed budget estimates for a four phase – twelve month construction project. Review of documents for constructability and completeness are complete. Final signed sets are being reviewed by the Fire Marshall.

Funding: During this quarter additional funding was secured from the State of Alaska (\$1 million). Applications were completed for a National Endowment of the Humanities Grants, a full proposal was submitted to the Rasmuson Foundation and a letter of intent submitted to the Murdock Trust.

Administration: Updated brochures on project, Renewed Grant station membership, Held a Cordova Center Open House for the community and served up over 375 hot dogs! Work continues to complete and update the Cordova Center Business Plan; Met with AEEC – to update the Proforma. Released an RFP for a Marketing Plan; completed Color Boards of interior finishes for the Cordova Center and held a 1% for art committee meeting.

Goals are as follows:

- **Complete Cordova Center Business Plan**
 - Establish Use Policy and Rental Fees – **In process, complete 3rd qtr**
 - Establish Marketing Plan – **RFP released 2nd qtr**
 - Finalize MOU's with user groups – **To be completed 4th qtr 2013**
 - Finalize Organizational Chart and Position Descriptions – **Completed**
- **Oversight of Timeline and Schedules**
 - Phase II Construction Schedule - **Completed**
 - Phase II Funding Timeline – **In process**
 - Marketing and Promotional Schedule – **3rd qtr 2013**
 - Grand Opening Celebration Plan
- **Funding**
 - Complete Funding Plan for Phase II – **Underway 1st qtr 2013**
 - Oversight of Corporate Funding portion – **Begins 3rd qtr 2013**
 - Oversight of Local Fundraising portion - **Begins 3rd qtr 2013**
 - Oversight of In-Kind Donations - **Ongoing**
 - Oversight of Donor Database - **Ongoing**



Cordova Center Evening Drama by David Little

MEMORANDUM

TO: CITY COUNCIL, Through
CITY MANAGER

FROM: Laura Cloward, Information Services Director

DATE: July 17, 2013

SUBJECT: Q2 2013 Department Report

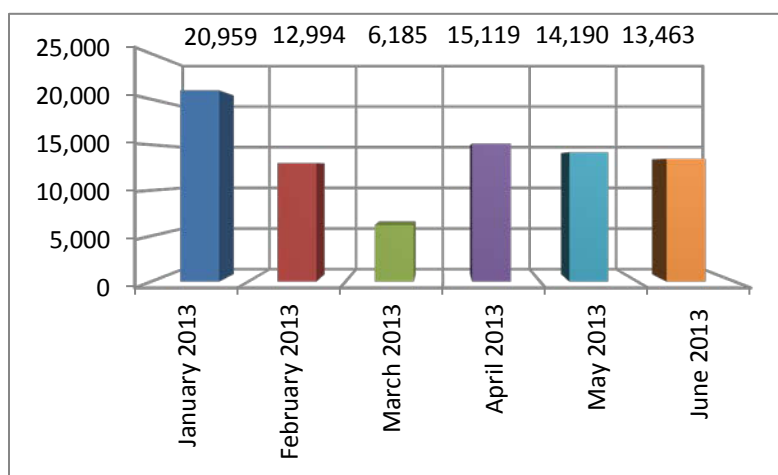
This memo summarizes activities and accomplishments of the Information Services Department (Information Technology and Marketing) during the second quarter of 2013.

Advertising

Seventy (70) total advertisements were placed in The Cordova Times during the quarter, equivalent to 12.13 pages of content. Topics included Requests for Proposal, Invitations to Bid, Job Openings, Legal Notices, Promotional Marketing, “Atta-Boys”/Thanks, and General Information for the public.

Web Site

The second quarter of 2013 was the first full quarter in which we were tracking web statistics. The below chart depicts the monthly traffic on the web site in terms of page requests.



The following additions/enhancements were made on the City’s website during the period:

- Recycling information
- Additional public safety forms added to Document Central (electronic library)
- Downloadable weekly pool schedule
- New content area for the South Fill project
- Downloadable floor plans for the Cordova Center
- Links to the library, museum, and Parks & Rec Facebook sites, as well as the all-inclusive Cordova, Alaska Facebook site
- Tourism, Harbor Facility Uplands, and North Fill Ramp Plans added to Document Central

- Created electronic fill-in forms for job application, tax filings, records request, and utilities
- Added a section for updates on the Copper River Highway closure
- Added an employee page where HR can post notices and employees can access PERS and other documents. This saves valuable space on our server by uploading a single copy that can be opened by multiple viewers rather than having employees save their own copy on individual workstations.

IT (Network and Systems)

During the quarter, the City's network server reached alarm thresholds of having less than 7% available space. The server was in danger of crashing, data could be lost, and back-up processes were impacted. As an initial response, all City employees with access to the computer network assisted in an over-arching clean-up of the network server and shared spaces. Staff diligently deleted aged files, removed redundant documents and removed non-work related items. Some shared folders were moved to a different location to streamline access and storage. Within days, available space on the server increased to over 30%, eliminating the immediate threats to the City's data integrity and extending the useful life of the server for City Operations.

The quarterly review of TotalCare Support for the second quarter highlighted the following:

- Based on phone surveys completed on closed cases, AIT is reporting a 100% satisfaction rate with TotalCare support and services.
- During the quarter, AIT installed over 1,750 windows updates to our systems (compared to over 1800 last quarter), and responded proactively to 26 issues flagged automatically through their alert system (as compared to 23 last quarter).
- During a 30-day period, AIT removed 9 malware and virus threats as part of the continuous anti-virus scanning (compared to 84 in the first quarter).
- Future projects include finalizing the Library upgrade to Destiny and upgrading aged systems in the museum; developing a solid IT policy for users; and cleaning up user profiles, remote access, and sharing practices to increase the efficiency of the City's electronic processes.
- The following graphic summarizes the trouble tickets managed during the period:





In April, Cathy Pegau read from her recently published Science Fiction e-book, “Caught in Amber”, and Paula explained videoconferencing possibilities through the OWL project at our Technology Night.



Miriam advertised services available at the library and gave away fabulous door prizes at the Health Fair in May. Anna read about gardening for the Summer Reading Program which will run through July 31.



City of Cordova

PUBLIC WORKS DEPARTMENT

2nd Quarter Report

April – May - June
2013

The Public Works Department undertook activities relating to each of our Divisions include the following:

EQUIPMENT MAINTENANCE

Shop Work;

Readied Freightliner Rollback for CDL testing in ANC then loaded Chevy Service Truck and other freight onto it and took to ANC.

Passed CDL drive in Palmer and had the Service truck airbag system fixed and also a recall on the Throttle Position sensor done and brought back some freight.

Reorganized safety shelf and ordered respiratory safety gear and 2 exhaust/fume extractor blowers for Fab room and safety signs for in the shop.

Fixed the steam cleaner as the steam system was down.

Reorganized and cleaned the Fab room and did away with the wood room.

Brought in Silo from 17mi landfill and set it in the shop yard next to the container vans. Converted to the new Tire Silo to make a work/parking area in tire room and put a lock on Silo door.

Built new shelving and reorganized the large airfilters upstairs in the parts loft.

Refuse;

Replaced the Hyd. Attachment pump assy. And resealed the hyd. Cyl. And installed new remote switch to be able to quick release buckets and forks. on CAT 950E Loader.

Replaced rear axle driveline pinion seal on CAT 950E Loader.

Bobcat 963 skidsteer received a well needed full service job and parts order then a quick cleaning and a quick detail paint job.

Water/Sewer;

Tow behind air compressor has water in the oil and believe poss. Blown head gasket.

Vactor had issues with a Vickers hyd. Valve and a special proximity switch and other misc. items but is now back online in full working order after a long list of services and downtime!

Parks/Rec.;

Biadarki Bus was dead this spring and after several items including battery, key switch, brakeline&switch, and brakelight issues it seems to be doing fine other than the Electric clutch fan on the motor that is on order.

Hospital;

"The Ride" came to us with a bad clunking in the rear axle. After inspection I found bad rear brakes, steering parts issues, a few other misc. issues and the rear axle had never been serviced in 55,000+ miles leading to gear failure.

After this was all fixed I went to put the summer tires on and was given 5 tires and wheels (it takes 6) and was told to put a studded tire on the inside of the rear duals!? 4 outta 5 of the tires were shot! I have 6 new tires on the way!

Fire Dept.;

Engine 3

Tanker 9

Rescue 1

All fully service and tested by the Manufacturer

Engine 2 fixed a Flat tire and had charging/starting issues. Swapped out batts and tested charging system.

Public Works/Streets;

Sweeper had a leaky water pump after winter for the water sprayers on the sweeper assy. Replaced seal and changed out main broom and side skirt assy. Parts.

Mack sander/dump was converted over from sand to dump and took sand box to Peterson welding for major repairs and welding

Compactor is having ignition issues. We have to manually turn the elec. fuel shutoff to start it and haven't had the time to get to the bottom of it.

CAT IT62G Loader had 2 Major hyd. lines under cab and forward body replaced.

Michigan Loader had quick release att. Hose replaced and the Alternator housing is broke and can longer hold the belts tight.

Freightliner Rollback had bed hyd. Hose replaced and needs a major bed pin replaced.

As far as the Heavy Equipment side of our fleet goes it has had very little maintenance done in the past other than repairs to get it back to being able to use.

This is really starting to show the signs of what happens when this is allowed to happen!

EVERYDAY the Refuse dept. has something break!

We are slowly fixing these things but it is really hard to be able to get ahead of it when it's a weekly issue.

With the continued help and support of our operators and management I feel confident we will be able to put the HD fleet on a similar "Maintenance Schedule" as the Auto Fleet is. Might take a while but its something that needs to be done in order to keep costs/downtime down!

Thanks,

Chris Bolin

Shop Manager/Lead Mechanic

City of Cordova/Shop

907-424-6335

cbolin@cityofcordova.net

WATER & WASTEWATER DIVISION

DAILY WORK DUTIES

Water Sources are checked daily/seven days a week for chlorine residual, turbidity, pH, UVT and general operations (Orca, Murcheson, & Meals). Three locations within the system are checked daily/ five days a week for chlorine residual, turbidity, and general operations (Harbor, Bidarki, & Hospital). Morning sewer lifts station checks (Whiskey Ridge, Murcheson, Eyak, Ferry Dock, Morpac, & Main lift station (South Second ST.)). Operate sludge dewatering system. Make polymer & Cl₂ for STP. Deliver biosolids to 17 mile. Routine lab work & plant maintenance.

WEEKLY WORK DUTIES

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

MONTHLY WORK DUTIES

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

MISCELLANEOUS

- Performed 32 water sample test for customers (PWSAC, & other customers).
- Performed 32 locate, throughout the City limits where water/sewer mains are available.
- Plowed snow around Wastewater Treatment Plant & Water Treatment Plants 2 times.
- Performed 20 water shut-off/turn on, due to nonpayment, requested by the customers, or emergency shut-offs.
- Hauled load of chlorine to Meals WTP 5 times.
- Repaired manhole on Marine Way.
- Rebuilt 3 brine pumps.
- Cleaned service valve box for Anchor Bar.
- Went to Confined Space Training.
- Responded to water leak complaint, shut water off for repairs.
- Acid washed pools chlorine generator.
- Worked on blower #3.
- Inspected fire extinguishers with Taylor Fire Protection in Water & Wastewater structures.
- Responded to an anonymous tip about a citizen dumping sewage out of their mobile from. Relayed tip to Cordova Police Department to follow up.
- Repaired manhole at 1st ST & Railroad Avenue.
- Clean Carbon Room for roof repair at Eyak Water Treatment Plant.
- Installed & removed backflow preventer at Civic Center for leak testing windows at Civic Center 5 times (after hours).

- Checked on Heney outfall (water still running).
- Crew to Fire hall for respirator fit testing.
- Worked on STP effluent flow meter with Boreal Controls.
- Worked on DMRQA Study 33.
- Lost power to Murcheson lift station, power line broke due to ice in conduit, used Vactor truck to pump out wet well in Murcheson lift station. Hired Northernlights Electrical to repair power line to Murcheson lift station.
- Used Vactor truck to pump out Murcheson wet well, while power is being restored to Murcheson lift station.
- Vactor damaged during travel to Murcheson lift station, chain broke loose and damaged fender and rodder wiring harness. Vactor out of service.
- Checked on water shut off customers. Found Ken Sass broke water shut off lock. Re-installed water shut off device. Notified Police Department.
- Crew to ICS class at Fire hall.
- Repaired Trident North valve box.
- Did water audit at all commercial facilities.
- Worked on Emergency Response Plan.
- Contacted Boreal Controls in regards to alarm systems not calling out.
- Checked status of column repair with Josh Halquist at Eyak Water Treatment Plant.
- Spoke to Jim Heins in regards to Trident North new bunkhouse water turn ON.
- Worked on influent level sensor, it got wet and shorted, dried and put back in service.
- Worked on waste oil heater.
- Called out to Eyak lift station for excessive run alarm. Found pump #1 clogged with rags.
- Repaired sludge truck gate.
- Responded to Whiskey Ridge sewage backing up. Responded to location to find everything working.
- Checked manholes for Inflow & Infiltration (I & I).
- Responded to Odiak pump alarm, reset and put back in service.
- Responded to Whiskey Ridge lift station pump fail alarm. Reset & put back in service.
- Called out to Lake Avenue, between 2nd St & 3rd St, for sewer backing up. Sewer main plugged with grit, rocks, & grease. Pumped out plugged manhole into next downstream manhole. Unsuccessful to clearing manhole. Vactor still out of service. 5/5/13 2000hrs to 0100 hrs.
- Returned to plugged sewer main on Lake Avenue, able to clear the plug with snake & water pressure. 5/6/13 0730hrs to 1130 hrs.
- Air compressor went out of service during sewer main clearing.
- Assisted on Vactor repair.
- Met Sam Greenwood with Planning in regards to Safe Route to School.
- Attended Planning & Zoning in regards to Safe Route to School.
- Cleaned sewer main on Lake Avenue (2nd St.) up to (3rd St) Adams Avenue and Browning Avenue.
- Northernlight Electrical to STP, replaced wire on Clarifier.
- Worked on ADEC Lab application.
- Cleaned Eyak lift station wet well with Vactor (rodder still out of service)

- Tapped water line service for Chris Bourgeois on Sweetbrier Ln.
- Cleared plug from Odiak lift station pump #1.
- Met with Eagle at Eyak WTP in regards floor prep in chlorine room.
- Patched/repared leaking manhole on Center Drive.
- Ordered CCTV from CCTV Security Pros for Wastewater Treatment Plant.
- Repaired manhole & camera sewer main on 2nd St.
- Worked on Murcheson Chlorine (Cl2) generator.
- Met Robby Matson with DOT, Bill Howard & Moe Zamarron in regards to 1st St dig by Fisherman's Camp, to repair 8in main water leak.
- Worked on waste oil heater, replaced plugged nozzle.
- Repaired 8in water leak on 1st St by Fisherman's Camp. 5/30/13 0800hrs to 2200hrs.
- Completed backfill on 1st St. dig. 5/31/13 0730hrs to 1200hrs.
- Replaced isolator for Cl2 generator at Eyak WTP.
- Put in water service line for Samson Tug & Barge (3 days plus OT).
- Delivered biosolids to landfill on weekend.
- Installed Samson Tug & Barges' new sewer line and added new manhole to sewer main. (4 days plus OT).
- Located & dug out sewer clean out for Refuse Division.
- Responded to water leak at Mt. Eccles Estates. Found water valve leaking through weep hole to Lynden O'toole's apartment. Open valve all the way and leak stopped, valves looks damaged. Notified & advised Lynden O'toole.
- Picked up supplies for trail crew for Heney catchment & trail repair/Maintenance.
- Unclogged pump 2 at Eyak lift station, full of rags.
- Worked on cleaning up STP yard.
- Trail Crew started work on clearing brushes around water & sewer structures.
- Moved pipe materials away from west & south side of the STP shop, for the upcoming siding repairs.
- Trail crew removed dirt, rock, and other debris from Orca Catchment.
- Checked on digs 4th St, 5th St, & Harbor Loop.
- Pressure test fire hydrants on Young Dr., Alder St & Birch St.
- Repaired water leak on 602 LeFevre Avenue.
- Called out to Cabin Ridge about Water & Sewer mix up. Contractor did not have locates of paper work in order.
- Moe Zamarron told Boris Popov & Dan Scott with Cordova Excavation, to stop with the dig until proper steps have been completed. Construction stopped.
- Trail Crew to Heney catchment trail for maintenance & repair.
- Repaired water service leak on 5th St. on (2 days).
- Worked on Alpine Subdivision phase 4.
- Inspected water & sewer connection at Cabin Ridge Subdivision (Popov).
- Met with Malani Towle in regards to water/sewer connection permit on Ski Hill Rd.
- Worked on Meals & Murcheson Cl2 generators, both were put back in service.
- Called out to prison cell clogged toilet. Clogged toilet cleared.

Sincerely,
Malvin Fajardo
Water / Wastewater Superintendent

REFUSE

The second quarter of 2013 has been a productive time for the refuse department. Points of interest for the Refuse Department include:

- Overhaul of the baler machine.
- Decreased labor by %5 compared to the second quarter of 2012.
- Developed new strategies for handling more waste in house with lowered overhead saving \$5676.
- Started new recycle program which is designed to be self-sufficient and independent of outside funding or support; decreasing the amount of refuse being placed into the landfill by 12 percent or 37,000 pounds in June 2012 compared to June 2012.
- The baler machine was down for 22 days in the month of April. 17 of these days were during the overhaul of the baler. Causing increased workload while open dumping.

Sincerely,
Brandon Dahl
Refuse Foreman

Quarterly Report April 1, 2013 through July 1, 2013

Public Works

The last three months has been busy for us. In April we were still plowing snow and sanding most of the month plus trying to keep up with potholes. May brought in the spring transition, and our efforts turned to shaping our dirt roads, trying to prepare parking lots in the short time between ice and snow melt and the traffic arriving, sweeping the streets, and cleaning up after winter. We had multiple projects going on such as: the Sampson Tug and Barge switch with the City and working with the Harbor to change the layout at the boat haul out area. We also worked with the Harbor on the north fill area clearing the boat parking area and preparing it for future upgrades. June brought some hot weather and we patched a lot of potholes with our aging little asphalt recycler. The State painters made an early appearance this year and sent us scrambling to get the streets ready. It was good to get some crosswalks and the lines in before fall. We also hauled off the civic center spoils that were staged in the south fill over 4000 yards with another 200-300 left to finish. We also worked with the State Dot crew in upgrading the drainage at the bottom of Second Street, and now we are in the middle of running a culvert on the other side of First Street. We are hoping this dry's this area up and saves the asphalt.

We have been all tore apart at the shop for most of June as the electricians have been busy with our upgrade, they are just about finished and it will be great to have our shop back and we are looking forward to some great savings on the electric bill.

The new grader is ordered and I received an email from NC Machinery this last week hoping for a Christmas delivery. As far as the other equipment goes we had some warranty work done on the Volvo loader. The Sand box is at Petersons Welding getting an extensive rebuild. We had a surplus auction and moved quite a few pieces of old equipment and some wore out vehicles.

We have had some training going on during this period, the whole crew received the required ICS training, We also had 2 employees Mike Arvidson and Chris Mallory take a confined space entry course. We all received our CPR certification. Chris Bolin was able to pass his CDL exam. James Lawler Has been taking classes and is close to certifying on auto refrigeration which is required to work on any automotive AC system. I attended a 10 hour OSHA training course.

We have accomplished a lot so far this season. We have been an operator short and unfortunately Eric Serrano is not coming back we will miss him. He was a good and dependable worker and always had a smile. We hired two temps. To help us out and they have been working hard along with our regular crew. I feel we have accomplished huge amount of work in the last three months and kudos to the crew, they are a great bunch of employees.

Thanks

Bill C Howard Public Works Superintendent

Planning Department

Memorandum

To: City Council, Moe Zamarron, Acting City Manager
From: Samantha Greenwood, City Planner
Date: July 10, 2013
RE: Quarterly Report, 2nd Quarter 2013

The following is a summary of the activities the Planning Department has been involved in during the 2nd quarter period.

- Worked with Harbormaster on North Fill Ramp Plan
- Building Permits Issued: Pioneer Igloo for foundation work, Phases I and II; Marine Exchange of Alaska for the installation of a 30' ROHN Tower, 2 issued to Brian Wagner, 406 4th Street: remodel of existing house to include replacing existing stairs, moving the pantry wall and expanding the bedroom and construction of a storage shed (meets setbacks); 1 issued to Nina Alber to add a residential unit to her existing warehouse, 2 issued Copper River Seafood construction of 2 bunkhouse and Henry and Linda Wall, alpine subdivision, single family home.
- Reconveyance paperwork submitted and completed for Chris Bourgeois and Thai Vu/Camtu Ho.
- Samson Final Plat recorded.
- South Fill Meeting March 26th, April 16th, and April 30th were held. Average attendance was 30ish. Received good public feedback. Staff completed Final Report and is being reviewed by Agnew Beck.
- Completed Chapters 8 and 14 code revisions.
- Nichol's and Camtu's land purchases have been completed.
- Prince William Sound Community College lease is completed.
- Ski Hill: City contract with Sheridan Alpine Association is near completion.
- FAA contract signed and completed for the Ski Hill electrical use.
- Local Hazards Mitigation Plan has been completed with help from Joanie Behrends. State and FEMA have approved the plan. We have minor edits to complete from the P&Z meeting before passing it to Council.
- Working with Harbor Commission on land disposal maps. Staff discussing shipyard area and possible planning meetings for that area prior to completing land disposal recommendation to P&Z.
- Met with Chief Wintle and Dispatch Lead Nancy Gentry on April 2nd re: Addressing: Continuing work through rules and regulations of E911 databases for addressing.
- Completed work on Safe Routes to School. Grant has been passed to Public works and Project manager.

- Completed Chapter 11 with Harbor Master.
- Edited and updated Chapter 19 which has to deal with FEMA and flood maps. Updates have been approved by P&Z and are being reviewed by State Flood Coordinator.
- Training attended by Shannon
 - GIS training
 - Hazard Mitigation Grant training (State of Alaska paid for all expenses incurred for training)
- Training attended by Sam
 - EMO training for Resource Unit Leader which is under the Planning Section Chief, State of Alaska paid for all expenses incurred for training.



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

July 17, 2013 Regular Council Meeting

Date of Report: July 11, 2013

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

See Pending agenda

Things the Clerk's Office has been working on:

- Signed paychecks/other AP checks
- Prepared agendas and packets for regular mtg on 07-17-13 and work session on 07-10-13
- Minutes catch-up is in progress – contracted minutes are coming in quickly and accurately, although review of these does take up some of my day
- Spent a great deal of time this week on reviewing the 6-19-13 minutes that were referred to me at the 7-3-13 meeting, therefore, was unable to complete the 7-3-13 minutes
- Attended Department Head meetings on July 5, 8 & 10
- Handled a records request
- Worked with family members researching Cordova cemetery records
- Renewed vehicle registrations for several City vehicles
- Deputy Clerk has 2013 property tax bills sent and payments are rolling in, all seems to be working well with the new setup in Caselle
- Deputy Clerk is now preparing the State Assessor's annual report – due August 2
- 2013 tax roll reports now on City website for banks, mortgage companies, realtors and public
- Worked with planner on multiple agenda items for P&Z meeting and Council meeting
- Forwarded a voter registration application to Juneau for processing
- Completed a whitepaper and short bio as requested by Randy Robertson, incoming City Manager
- Collected and sorted all quarterly reports for 07-17-13 regular meeting
- Worked with NVE on two resolutions for 07-17-13 regular meeting
- Analyzed Council and Clerk year to date monthly reports prepared by Finance Director



THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

Department of Commerce, Community,
and Economic Development

DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

P.O. Box 110809
Juneau, Alaska 99811-0809
Main: 907-465-4731
Programs fax: 907-5867

June 28, 2013

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

RE: 2014 Designated Legislative Grant

Dear Mayor Kallander:

I am pleased to notify the City of Cordova has been appropriated a FY 2014 Designated Legislative Grant per AS 37.05.315, Grants to Municipalities for the purpose of Community Center Construction Completion. The amount of state funding appropriated for this grant is \$1,000,000.

In order to receive grant funds, a grant agreement must be executed. Please provide the following information within 30 days:

- A scope of work for this project which includes a brief project description, proposed timeline and budget narrative. Enclosed is the Total Project Snapshot (TPS). The TPS is to be used as a reference for writing the brief project description. In the project description, describe the tasks and/or activities that will be accomplished with this grant funding.
- Completed Signatory Authority Form

Upon receipt of the requested information, I will prepare and send the grant agreement for signature.

The latest Designated Legislative Handbook is available online at:
<http://commerce.alaska.gov/dnn/dcra/GrantsSection/DLGrants.aspx> and should answer any questions you have regarding management and use of grant funds. Congratulations on this award. I look forward to working with you to ensure the success this project. If you have any additional questions, please contact me via phone at (907)465-4731 or email robin.park@alaska.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Robin Park".

Robin Park
Grants Administrator II
Enclosure



Chenega IRA Council

Post Office Box 8079 Chenega Bay, Alaska 99574-8079

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

City of Cordova
PO Box 1210
Cordova, AK 99574

Dear City of Cordova, *Mayor Keeler*

On behalf of the Chenega IRA Council and tribal members, I would like to thank you for the generous financial support for the annual Memorial. Over 70 people from across the state were able to attend the ceremony and reminisce with friends and family under blue skies. Support from your organization makes this event possible each year and we thank you again for your support.

Sincerely,

Jordan F. Keeler
Executive Director

RECEIVED

JUN 25 2013

City of Cordova



Chenega Memorial 2013



June 2013 Update

Copper River Highway

Bridge 339, Cordova Alaska

AKSAS Project # 60555

June 18, 2013

Recent Changes

1. This spring (2013) eastward migration of the Copper River's main channel and erosion of the road has accelerated:
 - a. The road breach on the east side of Bridge 339 has grown from 185 feet last fall (2012) and is now approaching 800 feet in width
 - b. On May 30, 2013 a camera mounted on Bridge 339 captured over 50 feet of road erosion in a 24-hour period
2. Sonar equipment mounted on the bridge indicates the deep scour hole at piers 4 and 5 is filling in. This was predicted because the road breach has created a larger opening for water to flow. This large opening slows down water velocities resulting in the river dropping its bed load.



Figure 1 – Road breach looking east June 4, 2013



Figure 2 – Road breach east side of Bridge 339 June 9, 2013

Design Update

1. The environmental document has been put on hold. The recent extreme river changes have created questions about our design and constructability:
 - a. Is the current design appropriate?
 - b. How to remove the existing bridge
 - c. How to build the new bridge
 - d. How to transport construction equipment and materials across the river

These questions need to be answered so impacts to the environment can be determined and included in the final document.

2. We are currently in the final stages of hiring a Construction Consultant. The consultant will answer constructability questions raised in bullet number 1 above and develop an independent construction cost estimate.
3. Then we will procure a Construction Manager/General Contractor (CMGC) contract to assist in finishing the design:
 - a. A CMGC contract hires a construction contractor to assist in developing the design. Basically the contractor has input on the construction schedule, phasing (how it will be built) and cost based on his equipment and manpower. Then a “fixed price” construction contract is negotiated with the contractor and he builds the project.
 - b. This process eliminates nearly all the unknown risks associated with how the construction contractor will build the project, what equipment he has and the schedule.
 - c. The Construction Consultant in bullet number 2 will be retained to provide independent reviews of the CMGC’s work plan and construction cost estimate(s).

4. The environmental document will be finalized after the CMGC has developed a preliminary construction phasing plan identifying project impacts. Then we will proceed and develop the detailed design.

Schedule

The recent decision to use a CMGC contract has added 1 year to the schedule:

1. Summer 2013 procure Bridge/Engineer/Construction Consultant
2. Winter 2013/2014 Construction Consultant develop bridge constructability report and cost estimate
3. Summer 2014 procure Construction Manager/General Contractor (CMGC) contract
4. Winter 2014/2015:
 - a. CMGC develop preliminary construction phasing plan
 - b. Finalize Environmental Document
5. Spring 2015:
 - a. Detailed design
 - b. Apply for permits
6. Summer 2017 construction begins

Conclusion

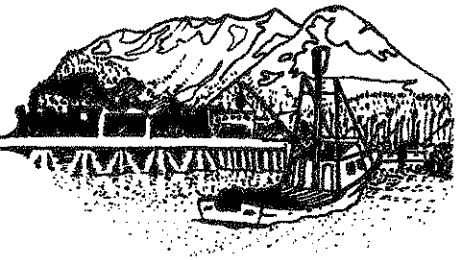
The design team is proceeding in developing a bridge replacement design.

Two years ago we did not anticipate the main river channel shifting its alignment in such an extreme and rapid manner. This has compelled us re-evaluate our approach to the project design, construction and estimated costs.

It's extremely difficult to predict where or how fast the river will continue to migrate. This is a natural process and will continue over time.

We do not believe this project is a one-time fix. We predict the river channel will move to another bridge and create similar problems in the future.

CITY OF CORDOVA



The Honorable Sean Parnell
Governor of Alaska
State Capitol Building
Juneau, Alaska 99811

July 10, 2013

Dear Governor Parnell:

The community of Cordova is pleased to provide an update on our community's number one priority project – the Cordova Center. This letter is to request your consideration of \$6.7 million for funding included in the FY15 Capital Budget for the completion of the Cordova Center.

FY14 funding of \$1 million was included last session into SB18 (the Capital Budget) by the Senate Finance Committee as an appropriation to the City of Cordova to help towards the costs of completing the facility. We are appreciative of the funding that was approved last session.

The Cordova City Council has kept this project our uppermost priority for the community, and our FY15 request is for the amount necessary to complete the project.

The antecedent to the Cordova Center is the devastation the community suffered with the oil spill. The primary purpose of this project is to assist the community in recovery. Since the 1989 Exxon Valdez Oil Spill, the herring fishery has not returned with a devastating effect on the economics of this fishing community. The conference, education and tourism components of the Cordova Center will help fill the hole in the local economy.

The Cordova Center Project has completed Phase I, and is well beyond the 'shovel ready' stage. Funding for this project upholds the concept of finishing the projects that are underway and need to be completed. Before the state begins new projects, we are asking for your help to get this one off the books.

Upon completion, the Cordova Center will provide over 30,000 square feet of public space for our community museum, public library, conference and meeting room space, theatre/auditorium and administrative offices. Phase I of the project is nearing completion, but as with many large construction projects, this Phase ran into difficulties; while nearly complete, we have not reached "substantial completion". Work continues to address the remaining issues so that we can begin making progress again. The funds we are requesting will be used for completion of Phase II, the final phase of construction, which includes interior spaces, mechanical, plumbing, and electrical work.

Total Project cost is \$25.5 million

- \$19.5 million has been secured to date
- \$1.5 million was expended on pre-construction and design.
- \$11.5 million has been expended on the construction of Phase I (Civil/Structural Work)
- \$6.5 remains for the start of Phase II
- \$12.5 is the estimated cost to finish Phase II

In addition to the State, we have worked very closely with the Exxon Valdez Oil Spill Trustee Council, and have secured their commitment to fund one-third of the total cost of construction. The City of Cordova has also provided major contributions, and we are currently embarking on efforts to raise funds from private foundations and donors.

As the project proceeds, we would be honored to have you come visit Cordova, tour our community & facility, and see all of the ongoing developments that help our community to thrive and contribute to the overall state economy.

Thank you for all your efforts on behalf of the people of Alaska.

Sincerely,

A handwritten signature in black ink, appearing to read 'James Kacsh', with a stylized, flowing script.

James Kacsh
Mayor

CC: Senator Gary Stevens
Representative Alan Austerman

A MEMO FROM SUSAN BOURGEOIS, CITY CLERK

DATE: July 9, 2013
TO: Mayor and City Council
SUBJECT: Resolution 07-13-39

The attached resolution offers support for ferry service at the site of the downed bridge 339 on the Copper River Highway. Attached is a similar resolution passed by the Native Village of Eyak Tribal Council. Mayor Kacsh offers this for Council discussion/consideration/approval.

Recommended Motion: Move to approve the consent Calendar.

Required Action: Majority roll call vote on the Consent Calendar.

**CITY OF CORDOVA, ALASKA
RESOLUTION 07-13-39**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA
SUPPORTING TEMPORARY SMALL FERRY SERVICE DURING THE REPLACEMENT
OF BRIDGE 339 ALONG THE COPPER RIVER HIGHWAY IN CORDOVA, ALASKA**

WHEREAS, the closure of the Copper River Highway past the failed bridge 339, has limited access to the East Copper River Delta and upper Copper River; and

WHEREAS, highway vehicles can no longer drive to Clear Creek and other sites where residents and visitors have traditionally hunted, fished and recreated; and

WHEREAS, tourists and residents alike are no longer able to access the multi-million dollar USFS Child's Glacier campground and recreation site, thus hampering Cordova's marketability among tourists interested in such sight-seeing; and

WHEREAS, lacking Child's glacier as a draw, Cordova's small businesses such as lodges, hotels, bars, restaurants, bed and breakfasts and the like have all suffered with fewer bookings and therefore, fewer overall visitors to contribute to the tourism segment of Cordova's economy; and

WHEREAS, agencies such as the Alaska Department of Fish and Game, the Native Village of Eyak, and U.S. Forest Service require access past bridge 339 to accomplish management objectives; and

WHEREAS, current Alaska Department of Transportation estimates do not anticipate bridge 339 being replaced until the summer of 2016 or beyond; and

WHEREAS, implementation of small ferry service past bridge 339 would re-open reasonable access to these aforementioned areas in order to accommodate the needs of Cordovans, visitors, tourists, state and federal employees as well as Native landholders and shareholders.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Cordova, Alaska hereby supports small ferry access past bridge 339 during the demolition and construction phases and until vehicular access is restored to the East Copper River Delta and upper Copper River.

PASSED AND APPROVED THIS 17th DAY OF JULY, 2013.

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, City Clerk



Resolution 2013-05-

**A RESOLUTION BY THE NATIVE VILLAGE OF EYAK
TO SUPPORT TEMPORARY SMALL FERRY SERVICE DURING THE REPLACEMENT OF
BRIDGE 339 ALONG THE COPPER RIVER HIGHWAY IN CORDOVA, ALASKA**

- WHEREAS:** With the closure of the Copper River Highway past the failed bridge 339, access to the East Copper River Delta and upper Copper River is limited; and
- WHEREAS:** highway vehicles can no longer drive to clear creek and other sites used for hunting, fishing, recreation, and tourism; and
- WHEREAS:** agencies such as the Alaska Department of Fish and Game, the Native Village of Eyak, and U.S. Forest service require access past bridge 339 to accomplish management objectives; and
- WHEREAS:** current Alaska Department of Transportation estimates do not anticipate bridge 339 being replaced until the summer of 2016 or beyond; and
- WHEREAS:** the Native Village of Eyak and its members rely on safe access to the East Copper River Delta and upper Copper River for subsistence and economic opportunities; and
- WHEREAS:** having small ferry service past bridge 339 would re-open reasonable access to these areas.

NOW THEREFORE BE IT RESOLVED:

That the Native Village of Eyak Traditional Tribal Council supports small ferry access past bridge 339 during the demolition and construction phases and until vehicular access is restored to the East Copper River Delta and upper Copper River.

CERTIFICATION:

I, hereby certify that I, Robert J. Henrichs am President of the Native Village of Eyak Traditional Council, and the Council consists of 5 duly elected members, and that this **Resolution No. 2013-05-__** was considered and _____ by the council on _____ and that the vote was _____ For, and _____ Against, and _____ Abstaining and that the foregoing resolution has not been rescinded or amended in any way.

Robert J. Henrichs, President

Date

_____, Secretary-Treasurer

Date

A MEMO FROM SUSAN BOURGEOIS, CITY CLERK

DATE: July 11, 2013
TO: Mayor and City Council
SUBJECT: Clerk Contract

The City Council and the City Clerk have been in contract negotiations since early May 2013. Title 4 of the Cordova Municipal Code and a draft Personnel Policies and Procedures Handbook are also being worked on by staff, attorneys and City Council. Some of the concerns that the Clerk had in her contract regarding annual leave are also being addressed in the new (yet to be adopted) Handbook. City Council conducted a work session on May 10 where they disused some of these leave provisions. At this time, the City Clerk's contract is back up for approval by the City Council. Before Council tonight is the last draft that was presented to the Council with edits as far as dates (i.e. changing the effective date and adding the third amendment language). The annual leave portion that had not been agreed to by the two parties is highlighted and after conversation that was had in the work session on July 10, it is hopeful that Council can amend this language on the floor tonight to produce a contract that is ready for signatures.

Required action: Majority voice vote.

RESTATED EMPLOYMENT AGREEMENT

This Restated Employment Agreement ("Agreement") by and between the City of Cordova, Alaska, ("Cordova"), a municipal corporation, and Susan Bourgeois ("Clerk"), and is effective as of ~~July 1~~August 8, 2013 ("Effective Date").

WHEREAS, Clerk is currently employed by Cordova pursuant to that certain Employment Agreement dated April 13, 2010, which expired by its terms on April 13, 2013, was extended through a First Amendment from April 14, 2013 up through May 28, 2013, ~~and was further extended through a Second Amendment from May 29, 2013 through June 30, 2013~~ and was further extended through a third amendment from July 1, 2013 through August 7, 2013; and

WHEREAS, Cordova and Clerk wish to restate the terms and conditions of Clerk's employment by Cordova.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Cordova and Clerk agree as follows:

SECTION ONE: DUTIES OF CLERK

Clerk shall be employed by Cordova and hold the title "City Clerk" of Cordova. Clerk shall perform all duties and discharge all responsibilities of that position as prescribed from time to time by the laws of the State of Alaska, the Charter of the City Cordova, the Cordova Municipal Code, as the same may be amended from time to time, and such other duties as may be reasonably directed by the City Council.

SECTION TWO: COMPENSATION OF CLERK

1. **SALARY.** Notwithstanding anything to the contrary in City of Cordova, Alaska Resolutions 05-10-31, 05-11-26 or 08-12-37, for services performed Clerk shall receive an annual salary of \$72,000.00 minus applicable withholding and deductions, commencing on the Effective Date. Such salary shall be payable in accordance with the Cordova Municipal Code and Cordova's regular and customary payroll practices. This salary amount shall be effective for the term of the Agreement, subject to annual review by the City Council. Salary increases may be granted at the discretion of the City Council if consistent with the needs of Cordova and available funds.

2. **EXEMPT POSITION.** Clerk acknowledges that the position of City Clerk is exempt from the overtime requirements of state and federal minimum wage and overtime laws, and as such Clerk is expected to work whatever hours are necessary to accomplish the goals and requirements of the position. The customary work week at Cordova for full time, exempt employees is Monday through Friday from 8:00 a.m. to 5:00 p.m. However, Clerk acknowledges that the specified work hours and work week may differ depending on the needs of the City Council, and that Clerk may frequently be required to work beyond the confines of the regular work week and work hours. Time sheets shall be submitted to the Mayor or his/her designee on the City Council for

signature in accordance with the schedule utilized for other non-elected, non-collectively bargained employees.

3. **BENEFITS**. Clerk shall be entitled to participate in State of Alaska PERS retirement benefits, and City-sponsored health and life insurance benefits on the same basis as other full-time regular employees of the City of Cordova, subject to the City's right to amend or terminate such benefits at any time.

4. **PAID TIME OFF**.

- a. **Annual Leave** - Clerk shall accrue annual leave at a rate of 20 hours per month. Annual leave may be carried over from year to year. Annual leave accumulated in excess of 240 hours shall be forfeited on December 31 of each year. **A maximum of 240 hours of annual leave shall be cashed out upon separation**, subject to the limitations of Section 4, Paragraph 2 hereof. Annual leave must be requested two weeks in advance. Requests for annual leave shall be submitted to the City Council at any of its regularly scheduled twice-monthly meetings.
- b. **Medical Leave** – Clerk shall accrue medical leave at a rate of 15 days per year. Medical leave shall be carried over from year to year. Fifty percent (50%) of Clerk's accrued medical leave shall be cashed out upon separation on favorable terms up to a maximum of 520 hours, subject to the limitations of Section 4, Paragraph 2 hereof. For an absence due to sudden illness or other unanticipated events, Clerk shall telephone the Mayor or the designated City Council representative as soon as possible prior to the time Clerk is scheduled to report for work.
- c. **Miscellaneous** - Annual and sick leave both accrue during the period of time Clerk is on a paid leave, but not during leave without pay. Neither annual leave nor sick leave may be advanced.

5. **TRAVEL, MEETINGS, AND PROFESSIONAL DEVELOPMENT**. Clerk shall receive allowance for travel, out-of-town meetings or professional development expenses as authorized by the City Council in the budget for each fiscal year or as approved in advance by the City Council from time to time. Subject to the foregoing, Clerk agrees to pursue professional development to attain and/or maintain the designation of Certified Municipal Clerk.

SECTION THREE: PERFORMANCE EVALUATION

The City Council shall evaluate the performance of Clerk no less frequently than annually during the term of this Agreement. The evaluation shall be completed in accordance with written guidelines of expected standards of performance and personal conduct and a written performance evaluation procedure approved by the City Council prior to each evaluation and provided in advance to Clerk.

SECTION FOUR: TERM, TERMINATION AND SEVERANCE PAY.

1. **TERM**. The term of the Agreement is from the Effective Date though ~~June~~ 30 August 8, 2016 unless terminated earlier pursuant to Paragraph 2 of this Section Four.

2. **TERMINATION**. The Agreement and Clerk's employment hereunder are terminable at will and at any time by the City Council without any notice of any kind whatsoever, with or without cause, it being expressly and explicitly understood by Clerk that she holds her position at the will of the City Council of the City of Cordova. Clerk understands and agrees that no representations or course of conduct by the City Council shall establish any legally enforceable expectation of her continued employment by the City Council.

Clerk shall provide the City Council with written notice of her resignation no less than sixty (60) days prior to the effective date of her resignation or expiration of this employment agreement. If Clerk resigns without providing such notice, then Clerk shall forfeit all benefits, if any, which Clerk otherwise would be entitled to receive under this Agreement, including without limitation the cash out of any accrued, unpaid annual or medical leave.

Dismissal and grievance procedures applicable to other City employees as provided in the Cordova Municipal Code, if any, shall not apply to the termination of Clerk's employment by the City Council.

3. **SEVERANCE PAY**. If the City Council terminates Clerk's employment without cause, and Clerk executes and does not revoke a waiver and release prepared or approved by the City Council, then Cordova shall pay Clerk a lump sum severance payment equal to three months' salary for Clerk, minus applicable withholdings and deductions.

If Council terminates Clerk's employment with cause or if Clerk resigns her employment, regardless of cause, then Clerk shall receive no severance pay. Any of the following shall constitute "cause" for termination: (i) Clerk's failure to satisfactorily perform her duties in accordance with the provisions of this Agreement, (ii) Clerk's intentional failure to obey any lawful directive of the Council, (iii) Clerk's intentional failure to comply with the Charter of the City of Cordova or with the Cordova Municipal Code, (iv) intentional and willful misconduct which the Council reasonably believes reflects adversely on Clerk's position, including but not limited to, dishonesty, fraud, embezzlement, substance abuse, and criminal misconduct, or (v) any other acts or omissions of Clerk which constitute "cause" under Alaska law.

SECTION FIVE: OTHER EMPLOYMENT

Clerk acknowledges that she must devote a great deal of time outside normal City office hours to the business of Cordova. Clerk shall not undertake employment with any person or entity other than Cordova without prior approval of the City Council.

SECTION SIX: INDEMNIFICATION BY CORDOVA

Cordova shall indemnify, hold harmless and defend Clerk against all claims and liability which may result from any claim, action or suit by any person based upon alleged injury to or death of a person or alleged loss of or damage to property that may occur or that may be alleged to have been caused by Clerk in the performance of her official duties during the duration of her employment with Cordova under this Agreement; provided, however, that Cordova shall not be obliged to indemnify, hold harmless or defend Clerk against any claim or liability arising out of or resulting from acts or omissions which, in the sole judgment of Cordova, may occur or that may be alleged to have been caused by Clerk while acting outside of course and scope of her official duties, or from any false, deceptive, dishonest or criminal act or omission under the laws and regulations of the United States of America, the State of Alaska and/or any political subdivision thereof.

SECTION SEVEN: GENERAL PROVISIONS

1. **CHOICE OF LAW, EXCLUSIVE VENUE.** Any controversy or claim arising out of or related to this Agreement or the breach thereof shall be governed by the laws of the State of Alaska, and the City of Cordova, Alaska, and the exclusive forum for any legal proceedings regarding such dispute shall be the Superior Court for the State of Alaska, Third Judicial District at Cordova.

2. **ASSIGNMENT.** This Agreement shall not be assignable, in whole or in part, by either Party without the written consent of the other Party.

3. **SEVERABILITY.** In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

4. **WAIVER.** The waiver by either Party of a breach of any of the provisions of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach by a Party.

5. **AMENDMENT.** This Agreement may be amended in writing by mutual agreement of the Parties.

6. **APPLICATION OF CITY CODE AND PERSONNEL POLICIES.** Unless expressly contrary to a provision hereunder or as contrary to the laws of the State of Alaska, the Charter of the City of Cordova, or the Cordova Municipal Code, Clerk's employment shall be subject to the personnel policies and rules applicable to non-elected, non-represented employees of Cordova, as the same may be amended from time to time, to the extent the same are not in conflict with an express, lawful provision of this Agreement.

7. **INTEGRATED AGREEMENT.** This Agreement constitutes the entire Agreement between Clerk and Cordova, and supersedes all prior oral or written understandings, if any, between Clerk and Cordova, including without limitation, the predecessor employment agreement dated April 13, 2010 between the Parties, the First Amendment thereto, dated April 14, 2013, ~~and the Second Amendment thereto, dated May 29, 2013,~~ and the Third amendment thereto dated July 1, 2013.

IN WITNESS WHEREOF, the City Council of the City of Cordova has caused this Agreement to be signed and executed on the City Council's behalf by its Major and duly attested by its Human Resources Officer, and Susan Bourgeois has executed this Agreement for and on behalf of herself, on the day and year first written above.

City Council of the City of Cordova, Alaska

By: _____

Its: _____

Human Resource Officer of City of Cordova, Alaska

Clerk

Susan Bourgeois

Susan Bourgeois

From: John W Bitney <johnbitney@yahoo.com>
Sent: Tuesday, July 09, 2013 8:15 AM
To: James Kacsh-home; Susan Bourgeois
Subject: redistricting summary

On Sunday the Redistricting Board put out a new map (link below). The intent is for the Board to meet this coming Sunday to adopt this map & submit it to the Court for approval.

<http://www.akredistricting.org/Files/Draft%20Plans/BoardConceptMap.pdf>

Cordova is now in District 32, which includes Kodiak, Yakutat, Whittier, and the villages of Port Graham, Halibut Cove, Chenega, Nanwalek, and Tyonek.

Cordova is also now in Senate Dist P, which combines House Dist's 32 & 31.

House Dist 31 is Homer, Ninilchik, Clam Gulch & Kasilof. (It does NOT include Soldotna or Seward.)

No other incumbent Senators other than Gary Stevens lives in Senate Dist P.

In short, this scenario does not appear to place Cordova in a position that is much different than our current situation. Kodiak remains the large population center for our House Dist. Our Senate Dist combines us with the lower Kenai Peninsula rather than Bristol Bay.

If there are any concerns or questions, please don't hesitate to let me know.

Memorandum

To: City Council
Thru: Samantha Greenwood, City Planner
Date: July 9, 2013
Re: A portion of Tract A U.S. Survey 3370

PART I. GENERAL INFORMATION

File No.: 02-085-400

Requested Action: Extension of Performance Deed of Trust

Applicant: James and Dea Dundas
P.O. Box 133
Cordova, AK 99574

Zoning: Business

PART II BACKGROUND:

A letter was received May 8th, 2006 from Dundas Excavation expressing interest in purchasing 4.24 +/- acres located in a Portion of U.S. Survey No. 3370

On 7/28/2006 a conditional use permit was applied for

On 8/3/2006 a public hearing concerning the Conditional Use Permit occurred.

On 8/8/2006 the Conditional Use Permit was granted prior to the land purchase.

On 9/20/2006 a proposal went to council to approve the purchase to the Dundas. It was approved.

On 1/23/2007 a request for appraisal of the property was submitted.

On 3/21/2007 a memo with the draft ordinance, the draft sales agreement and a map of the area was submitted to council. City Council asked the purchase agreement be finalized, and that the Dundas' develop a phasing plan for their proposal that shows what and where the development will occur.

On 4/5/2007 a purchase agreement and ordinance, including the amendments requested by the City Council at the 3/21/2007 meeting were presented. Further discussion between council and

Dundas ended with this change: a commercial building and the development of the site to occur in 7 years instead of 5.

On 4/18/2007 the purchase agreement and ordinance were updated from 4/5/2007 meeting. It passed and was approved by City Council.

On 5/8/2007 the purchase agreement was signed by the City and the Dundas'.

On 11/10/2008 an application was filled out by the Dundas' to subdivide the property purchased in 2007.

On 12/16/2008 the Planning and Zoning Board reviewed the preliminary plat for the subdivision application. The request was to divide their property so that Tract A-2, which was not a part of the development plan in the purchase agreement, could transfer to the neighbor. The remaining property would remain the Dundas'.

On 2/10/2009 the planning and zoning reviewed the preliminary plat and this motion was made (Anderson) Seconded (Craig) and approved unanimously.

"I move that the Planning Commission approve the preliminary plat of the proposed subdivision and recommend to Council that Parcel A-2 be removed from the Performance Deed of Trust recorded on September 24, 2007 to allow this subdivision."

On 3/18/2010 the council reviewed the preliminary plat showing the subdivision and the recommendation to remove parcel A-2 from the Performance Deed of Trust. It was approved by Resolution 03-09-21.

On 5/20/ 2009 the final plat for the subdivision was reviewed by City Council and was approved by Resolution 05-09-41.

On 12/15/2010 City Council reviewed a letter from Dundas' to subdivide and revise the performance deed of trust. Request from the Dundas':

1. Subdivide their lot. The portion that they wish to subdivide is approximately 100 feet or less of highway frontage and will run to the back of the property. The prospective buyer would like to build a warehouse for fishing gear and other items.
2. The Dundas' would like for the building that the prospective buyer is planning to build to meet the requirement of the Dundas' performance deed of trust for a commercial building.

Below are minutes from the City Council Meeting 12/15/2010.

28. James & Dea Dundas Performance Deed of Trust discussion and direction to staff

Bradford left the table due to his conflict of interest. *Mayor Kallander* asked *James Dundas* to come to the table. *Dundas* presented his request for the Council to allow the land they purchased, at Mile 5 Copper River Highway, to be subdivided and the other half sold to a man who will build a shop on the property. *Dundas* would also like that building to satisfy the requirements for his Performance Deed of Trust with the City. *Kallander* inquired as to whether *Dundas* would like to sell the property back to the City. *Dundas* responded that he was not interested in that option. *Kallander* stated that land is scarce so the City needs to be careful not to parcel off too much land and it was sold to *Dundas* not intending for it to be subdivided. *Cheshier* stated that the request was to oblique for him. He felt *Dundas* had a contract and should see the contract through himself. *Reggiani* agreed with *Cheshier* and pointed out that in the makings of the subdivision the City would lose its advantage to see that the Performance Deed of Trust carried out. The Performance Deed of Trust on the property has to stay intact. *Kacsh* pointed out that selling the property would spur on economic development. *Cheshier* stated that the property should be developed with the deed intact. *Kacsh* asked if the Deed itself could be renegotiated. *Cheshier* stated that he would like to see plans for ongoing development of the property.

M/Reggiani S/Kacsh to refer to staff to develop site plans for future development on both sides should it be subdivided as discussed.

Van den Broek stated that, as the City cannot impose a Performance agreement on the purchaser of the other piece of property, Council would be allowing the original agreement to be circumvented and he cannot support such a request. *Dundas* stated that they were not trying to short the City. They felt this would bring about both their and the City's best interests. *Kallander* stated that *Lynch* would find a legal way to bring about what the Council has requested.

City Council asked for additional information.

On 12/21/2010 a letter was sent to the Dundas' from the planner requesting:

1. A site and use plan for the subdivided portion.
2. A site and use plan for the portion of the lot that will remain in your possession.

The City received no additional information from the Dundas'.

On 6/24/2013 a letter was received from the Dundas' requesting an extension of 5 years on the current performance deed of trust.

Attached to this memo is the Performance Deed of Trust with **Section 3 Substantial Completion** highlighted. The Purchase Agreement is attached and **Section 9 Development of the commercial/industrial site located at USS 3370 Tract A** is highlighted which also has development requirements. Also included are Attachments A&B and the Plat showing the portion of the property that was subdivided.

III. ACTION

Staff is asking for guidance on how to proceed with the Dundas' request.

June 14, 2013

City of Cordova
Box 1210
Cordova, AK 99574
Attention: City Manger

RECEIVED
JUN 24 2013
City of Cordova
hand -
delivered
to Barb Webster
by Dea Dundas

We are requesting a time extension of 5 years to build a building described in our Performance Deed of Trust dated August 28, 2007 at the property located at Tract "A-1," U.S. SURVEY 3370, located in Cordova Recording District, Third Judicial District, State of Alaska, junction of the Copper River Highway & LeFevre Street.

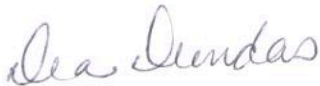
The property is paid in full. Dirt is being excavated and moved off the property making room for a building.

We have had major person problems & business problems that will be changing our personal lives & business operations. We have the property up for sale. Extending the time the building has to be built will allow the new owners a workable time frame to build a building that satisfies the Performance Deed of Trust.

Please extend the building time frame.

Thank you,

Dea Dundas
Box 44
Cordova, AK 99574
(907)424-5901



James Dundas
Box 133
Cordova, AK 99574
(907)253-5901

CORDOVA RECORDING DISTRICT

After Recording Return To:
Joshua D. Hodes
Landye Bennett Blumstein
701 West 8th Avenue, Suite 1200
Anchorage, AK 99501

PERFORMANCE DEED OF TRUST

THIS PERFORMANCE DEED OF TRUST (this "Deed of Trust") is entered into this 28 day of August, 2007 (the "Effective Date") by and between James Dundas and Dea Dundas, husband and wife, whose address is P.O. Box 133, Cordova, Alaska 99571 (the "Trustors"), Pacific Northwest Title of Alaska, Inc., whose address is 3201 C Street, # 110, Anchorage, Alaska (the "Trustee"), and the City of Cordova, whose address is P.O. Box 1210, Cordova, Alaska 99574 (the "Beneficiary").

1. GRANTING CLAUSE. The Trustors, in consideration of the acceptance by Trustee of the trust hereunder, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the obligations described in Section 3 below, irrevocably grants, bargains, sells, and conveys to Trustee and its successors in trust and assigns, forever, in trust, with power of sale, all of Grantor's estate, right, title, interest, claim, and demand in and to the property in the Cordova Recording District, Third Judicial District, State of Alaska, legally described as follows:

Tract "A," U.S. SURVEY 3370, located in the Cordova Recording District, Third Judicial District, State of Alaska,

EXCEPTING THEREFROM a portion more particularly described as follows:

Starting at the northwest corner of said Tract A, thence North 80°36' East a distance of 255.7 feet; thence South 00°02' West a distance of 120 feet; thence South 80°36' West a distance of 255.7 feet to the west boundary line of said Tract A; thence North 00°02' East a distance of 120 feet to the point of beginning.

Said property being the same was shown on Record of Survey Remainder of Tract A, U.S. SURVEY 3370, filed May 14, 2007 under Plat No. 2007-5.

Together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust (collectively, the "Property").

2. OBLIGATIONS SECURED. This Deed of Trust is given for the purpose of securing the payment and performance of the obligations of Grantor (i) contained herein; (ii) in Section 9 of that certain Purchase and Sale Agreement, dated May 8, 2007 (the "Agreement"); and (iii) in any and all extensions, renewals, amendments, modifications, or replacements of any of the foregoing.

3. SUBSTANTIAL COMPLETION OF CONSTRUCTION. The Trustors shall substantially complete construction of the commercial building site on the Property in accordance with the site plan that was approved by the Cordova City Council and attached hereto as Exhibit A, on or prior to the seventh (7th) anniversary date of the Effective Date. For purposes of this Section 3, the term "substantially complete" shall mean the stage of progress of construction when the commercial building, including its structure, facade and windows, roof are sufficiently complete so that the Trustors can occupy and use the complete commercial building and install or cause the installation of all equipment required for the contemplated use thereof, and the Trustors have provided to the Beneficiary written acknowledgment that the above obligations have been met.

4. COMPLIANCE WITH THE LAWS. The Trustors shall comply with all federal, state and local laws affecting the Property, neither commit nor permit any illegal act thereon, and neither commit nor permit waste thereof, and shall keep all improvements on the Property in good working condition and repair.

5. WARRANTIES AND COVENANTS OF THE TRUSTORS. The Trustors hereby warrant, covenant, and agree:

5.1 Warranties

(a) The Trustors have full power and authority to grant the Property to Trustee.

(b) The obligations owed by the Trustors to Beneficiary pursuant to the Agreement are primarily for commercial, industrial, or business purposes and is not primarily for personal, family, or household purposes.

5.2 Preservation of Lien. Subject to Section 8, the Trustors will preserve and protect the priority of this Deed of Trust as a first lien on the Property. In the event Deed of Trust is or becomes a second lien on the Property pursuant to Section 8, the Trustors shall preserve and protect the priority of this Deed of Trust as a second lien on the

Property (unless the prior deed of trust is reconveyed, at which point Grantor will preserve and protect the priority of this Deed of Trust as a first lien on the Property).

5.3 Construction. The Trustors will commence and complete construction of the improvements, and will otherwise fulfill all its covenants and obligations to Beneficiary relating in any way to such construction, in accordance with the terms and conditions of this Deed of Trust.

5.4 Right of Inspection. The Trustors shall permit Beneficiary or its agents, at all reasonable times, to enter upon and inspect the Property for purposes of ensuring Trustors compliance with this Deed of Trust and the Agreement.

5.5 Further Assurances. The Trustors will, at their expense, from time to time execute and deliver any and all such instruments of further assurance and other instruments and do any and all such acts, or cause the same to be done, as Trustee or Beneficiary deems necessary or advisable to grant to Trustee the Property or to carry out more effectively the purposes of this Deed of Trust.

5.6 Legal Actions. The Trustors will appear in and defend any action or proceeding before any court or administrative body purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and will pay all costs and expenses, including cost of evidence of title, title insurance premiums, and any fees of attorneys, appraisers, environmental inspectors, and others, incurred by Beneficiary or Trustee, in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear and in any suit brought by Beneficiary or Trustee to foreclose this Deed of Trust and in any nonjudicial foreclosure of this Deed of Trust.

5.7 Taxes, Assessments, and Other Liens. The Trustors will pay not later than when due all taxes, assessments, encumbrances, charges, and liens with interest, on the Property or any part thereof, which at any time appear to be or are alleged to be prior and superior hereto, including but not limited to any tax on or measured by rents of the Property, this Deed of Trust, or any obligation or part thereof secured hereby.

5.8 Expenses. The Trustors will pay all costs, fees, and expenses reasonably incurred by Beneficiary or Trustee in connection with this Deed of Trust.

6. EVENT OF DEFAULT. Only the following shall constitute an "Event of Default," also referred to as "default" under this Deed of Trust and the Agreement:

(a) A default in the performance of the covenants or conditions on the part of Trustor to be performed under this Deed of Trust for a period of thirty (30) days after the service of notice thereof by Beneficiary, provided, however, that no default on the part of Trustor in the performance of work required to be performed or acts to be done or conditions to be modified shall

be deemed to exist if before the end of such thirty (30) day period, Tenant has begun to rectify the same, and thereafter prosecutes the curing thereof to completion with diligence and continuity.

(b) The filing of a petition, by or against Trustor, for adjudication as a bankrupt under the Bankruptcy laws, now or hereafter amended or supplemented, or for reorganization within the meaning of Chapter X of said Bankruptcy laws or the filing of any petition by or against Trustor under any future bankruptcy act for the same or similar relief, unless promptly dismissed by Trustor.

(c) The dissolution (other than a technical dissolution which is not immediately followed by a reconstitution), or the commencement of any action or proceeding for the dissolution or for liquidation of Trustor, whether instituted by or against Trustor, or for the appointment of a receiver or trustee of the property of the Trustor.

(d) The taking possession of the Property of Trustor by any governmental office or agency pursuant to statutory authority for the dissolution or liquidation of the Trustor.

(e) The making by Trustor of an assignment for the benefit of creditors.

7. REMEDIES UPON DEFAULT.

7.1 Upon a declaration of default by Beneficiary, the Property may be sold for condition broken by foreclosing this Deed of Trust in any manner then permitted by law. Trustee may act as agent for Beneficiary in conducting any such sale. The Trustors agree that Beneficiary has sold the underlying real property to Trustors for approximately \$98,000.00 pursuant to the Agreement and that part of the consideration for the sale was the Trustors' completion of the commercial storage building, which benefits the public interest, including, but not limited to, the economy of the City of Cordova. The parties understand the impracticality and difficulty of fixing the Beneficiary's actual damages in the event of the Trustors' default, and the parties therefore agree that \$20,000.00 represents a reasonable estimate of the actual damages which Beneficiary could incur. This amount shall be the amount stated in any notice of default and sale that Trustee shall record as the amount due and owing to Beneficiary for the Trustors' breach of their obligations under this Deed of Trust.

7.2 Upon the occurrence of any event of default all sums secured hereby shall become immediately due and payable, without notice or demand, at the option of Beneficiary and Beneficiary may:

(a) Foreclose this Deed of Trust as a mortgage or otherwise realize upon the Property and collect a deficiency judgment against Grantor;

(b) Cause Trustee to exercise its power of sale; or

© Sue on the Agreement according to law, and exercise any other remedies of Beneficiary under the Agreement.

7.3 No Waiver. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare an event of default for failure to do so.

7.4 Remedies Cumulative. The rights and remedies accorded by this Deed of Trust shall be in addition to, and not in substitution of, any rights or remedies available under now existing or hereafter arising applicable law, in equity, under the Agreement, or otherwise. All rights and remedies provided for in this Deed of Trust or afforded by law or equity or available under the Agreements are distinct and cumulative and may be exercised concurrently, independently or successively. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver of any default shall not constitute a waiver of any subsequent or other default. Beneficiary shall be subrogated to the claims and liens of those whose claims or liens are discharged or paid with the loan proceeds hereof.

8. SUBORDINATION OF LIEN. In accordance with Section 9 of the Agreement, within (30) days of receipt of written notice after the Trustors' delivery of written notice to Beneficiary that the Trustors have applied for and received a construction loan to be secured by a lien on the Property, Beneficiary shall subordinate its prior lien and this Deed of Trust to Trustors' construction lender, and shall execute any and all documents reasonably requested or required in accordance with this obligation.

9. TRUSTEE.

9.1 General Powers and Duties of Trustee. At any time or from time to time, upon an event of default, without liability therefor and without notice and without affecting the liability of any person for the payment of the indebtedness secured hereby, upon written request of Beneficiary, payment of its own fees and presentation of this Deed of Trust, Trustee may:

- (a) Join in any subordination or other agreement affecting this Deed of Trust or the lien or charge thereof; or
- (b) Reconvey, without warranty, all or any part of the Property.

9.2 Reconveyance. Upon the Trustors' satisfactory performance of the obligations set forth under Section 9 of the Agreement and Section 3 of this Deed of Trust, which shall be assured thru inspections or other evidence that construction of the commercial building is substantially complete, Beneficiary shall request Trustee to reconvey the Property. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Beneficiary may charge such person or persons a fee for reconveying the Property.

9.3 Powers and Duties on Default. Upon an Even of Default, Trustee shall execute a written notice of default and of its election to cause the Property to be sold to satisfy the obligation secured hereby, and shall cause such notice to be recorded and otherwise given according to law.

Notice of sale having been given as then required by law and not less than the time then required by law having elapsed after recordation of such notice of breach, Trustee, without demand on Grantor, shall sell the Property at the time and place of sale specified in the notice, as provided by statute, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest and best bidder for cash in lawful money of the United States, payable at time of sale. The Trustors' agree that such a sale (or a sheriff's sale pursuant to judicial foreclosure) of all the Property as real estate constitutes a commercially reasonable disposition thereof. Trustee may postpone sale of all or any portion of the Property, and from time to time thereafter may postpone such sale, as provided by statute. Trustee shall deliver to the purchaser its deed and bill of sale conveying the Property to be sold, but without any covenant or warranty, express or implied. The recital in such deed and bill of sale of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person other than Trustee, including the Trustors or Beneficiary, may purchase at such sale.

After deducting all costs, fees, and expenses of Trustee and of this trust, including the cost of evidence of title search and title insurance and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums secured hereby in such order as Beneficiary may determine; and the remainder, if any, to the clerk of the court in the judicial district in which the sale took place.

9.4 Acceptance of Trust. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto except Beneficiary of pending sale under any other deed of trust or of any action or proceeding in which the Trustors, Beneficiary, or Trustee shall be a party unless brought by Trustee.

9.5 Reliance. Trustee, upon presentation to it of an affidavit signed by Beneficiary setting forth facts showing a default by the Trustors under this Deed of Trust, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

9.6 Replacement of Trustee. Beneficiary may, from time to time, as provided by statute, appoint another trustee in place and stead of Trustee herein named, and thereupon Trustee herein named shall be discharged and the trustee so appointed shall be substituted as Trustee hereunder, with the same effect as if originally named Trustee herein.

10. NOTICES.

10.1 Trustee. Any notice or demand upon Trustee may be given or made at:

Pacific Northwest Title Insurance Company
3201 C Street #110
Anchorage, Alaska 99503

10.2 Trustors and Beneficiary. Any notice to or demand upon the Trustors (including any notice of default or notice of sale) or notice to or demand upon Beneficiary shall be deemed to have been sufficiently made for all purposes when deposited in the United States Mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

Trustors: James and Dea Dundas
P.O. Box 133
Cordova, Alaska 99571

Beneficiary: City of Cordova
P.O. Box 1210
Cordova, Alaska 99574
Attention: City Manager

or to such other address as may be filed in writing by the Trustors or Beneficiary with Trustee.

10.3 Waiver of Notice. The giving of notice may be waived in writing by the person or persons entitled to receive such notice, either before or after the time established for the giving of such notice.

11. SUCCESSORS AND ASSIGNS. All provisions herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

12. GOVERNING LAW; SEVERABILITY. This Deed of Trust shall be governed by the laws of the State of Alaska. In the event that any provision or clause of this Deed of Trust conflicts with applicable law, the conflict shall not affect other provisions of this Deed of Trust or the Agreement that can be given effect without the conflicting provision and to this end the provisions of this Deed of Trust and the Agreements are declared to be severable.

13. TRUSTORS' RIGHT TO POSSESSION. The Trustors may be and remain in possession of the Property for so long as they are not in default hereunder or under the terms of the Agreement and the Trustors may, while it is entitled to possession of the Property, use the same.

14. ATTORNEY FEES AND LEGAL EXPENSES. In the event of any default under this Deed of Trust, or in the event of a bankruptcy or insolvency proceeding as described in clause (b) below, or in the event that any dispute arises relating to the interpretation, enforcement, or performance of any obligation secured by this Deed of Trust, Beneficiary shall be entitled to collect from the Trustors on demand all reasonable fees and expenses incurred in connection therewith, including but not limited to fees of attorneys, accountants, appraisers, environmental inspectors, consultants, expert witnesses, arbitrators, mediators, and court reporters. Without limiting the generality of the foregoing, the Trustors shall pay all such costs and expenses incurred in connection with (a) arbitration or other alternative dispute resolution proceedings, trial court actions, and appeals; (b) bankruptcy or other insolvency proceedings of the Trustors, any guarantor or other party liable for any of the obligations secured by this Deed of Trust, or any party having any interest in any security for any of those obligations; (c) judicial or nonjudicial foreclosure on, or appointment of a receiver for, any of the Property; (d) postjudgment collection proceedings; (e) all claims, counterclaims, cross-claims, and defenses asserted in any of the foregoing whether or not they arise out of or are related to this Deed of Trust; (f) all preparation for any of the foregoing; and (g) all settlement negotiations with respect to any of the foregoing.

15. TIME IS OF THE ESSENCE. Time is of the essence under this Deed of Trust and in the performance of every term, covenant, and obligation contained herein.

16. MATURITY DATE. The maturity of this Deed of Trust, for purposes of AS 34.20.150 or any similar statute, shall occur upon the full satisfaction of all obligations secured by this Deed of Trust, or ten (10) years from the execution of this Deed of Trust, whichever is later.

17. MISCELLANEOUS.

17.1 Whenever the context so requires the singular number includes the plural herein, and the impersonal includes the personal.

17.2 The headings to the various sections have been inserted for convenient reference only and shall not modify, define, limit, or expand the express provisions of this Deed of Trust.

17.3 This Deed of Trust, the Agreement and the other documents, instruments, and agreements entered into by the Trustors and Beneficiary in connection therewith (collectively, the "Documents") constitute the final expression of the entire agreement of the parties with respect to the transactions set forth therein. No party is relying upon any oral agreement or other understanding not expressly set forth in the Documents. The Documents may not be amended or modified except by means of a written document executed by the party sought to be charged with such amendment or modification.

DATED as of the Effective Date.

TRUSTORS:

JAMES DUNDAS

STATE OF ALASKA)

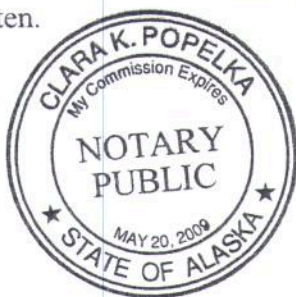
) SS:

THIRD JUDICIAL DISTRICT)

James Dundas

THIS IS TO CERTIFY that on this 28 day of August, 2007, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared James Dundas, known to me to be the person that executed the foregoing instrument, and he acknowledged that he executed said instrument as the free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my official hand and seal the day and year in this certificate first hereinabove written.



Clara K. Popelka
Notary Public in and for Alaska
My commission expires: 05/20/2009

STATE OF ALASKA)

) SS:

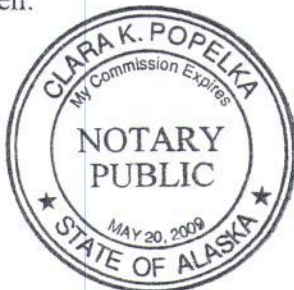
THIRD JUDICIAL DISTRICT)

DEA DUNDAS

Dea Dundas

THIS IS TO CERTIFY that on this 28 day of August, 2007, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Dea Dundas, known to me to be the person that executed the foregoing instrument, and she acknowledged that she executed said instrument as the free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my official hand and seal the day and year in this certificate first hereinabove written.



Clara K. Popelka
Notary Public in and for Alaska
My commission expires: 05/20/2009

ACCEPTED BY:

BENEFICIARY

CITY OF CORDOVA

BY: Scott A. Hahn
Scott Hahn, City Manager

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 28 day of August, 2007, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Scott Hahn, known to me to be the person that executed the foregoing instrument, and he acknowledged that he executed said instrument as the free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my official hand and seal the day and year in this certificate first hereinabove written.



Cynthia R. Appleton
Notary Public in and for Alaska
My commission expires: 8/20/10

REAL PROPERTY PURCHASE AND SALE AGREEMENT

This REAL PROPERTY PURCHASE AND SALE AGREEMENT (this "Agreement"), is made by and between the CITY OF CORDOVA, a municipal corporation, organized and existing under the laws of the State of Alaska ("Seller") and James Dundas and Dea Dundas, husband and wife, (collectively, "Buyer"). In consideration of the mutual promises and covenants set forth below and intending to be legally bound, the parties agree as follows:

1. Real Property. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, approximately 4.24 acres of U.S. Survey 3370 (the "Property"), together with all of Seller's right, title and interest in and to all improvements located thereon (the "Property"). The Property will be identified by a survey, and is subject to Seller's approval as follows: as soon as is reasonably possible after this Agreement is signed and executed by the parties, Buyer agrees, at Buyer's expense, to commence the process of having the Property surveyed by a licensed and professional surveyor for the purpose of creating a legal description of the Property. Upon completion of the survey, Buyer shall deliver a copy to Seller, and upon the mutual agreement of the parties, the parties shall prepare and execute an amendment to this Agreement setting forth the legal description of the Property as Exhibit A.

2. Appraisal, Purchase Price and Payment Terms.

a. Appraisal. Buyer shall obtain, at its own expense, an appraisal of the fair market value of the Property for the purpose of determining the purchase price (the "Purchase Price"). The appraisal shall be performed by a qualified appraiser acceptable to Seller. If Buyer and Seller are unable to agree upon an appraiser, Buyer shall submit the names of three qualified appraisers to Seller and Seller shall select one of the three appraisers to appraise the Property. A "qualified appraiser" shall be a professional appraiser who is a member of the American Society of Appraisers or the American Institute of Real Estate Appraisers, or the successor body of either group, who has a minimum of three (3) years experience appraising like-kind property in the State of Alaska.

b. Purchase Price and Payment Terms. The Purchase Price for the Property shall be the appraised fair market value of the Property. The Purchase Price as determined by the appraisal is Ninety Eight Thousand Dollars (\$98,000). The balance of the Purchase Price shall be payable in cash or other immediately available funds at Closing.

3. Absence of Seller's Warranties and Representations. The Property is being sold "AS IS – WHERE IS" without warranties or representations or any kind whatsoever, expressed or implied, including, without limitation, zoning and environmental matters.

In addition, effective at Closing, Buyer is deemed to have made the following representation which, notwithstanding any other provision hereof, shall survive Closing:

Buyer acknowledges for Buyer and Buyer's successors, heirs and assignees (i) that Buyer has been given a reasonable opportunity to inspect and investigate the Property and all matters relating thereto, either independently or through agents and experts of Buyer's choosing and (ii) that Buyer is acquiring the Property based upon Buyer's own investigation and inspection thereof, and (iii) that notwithstanding any other provision, the provisions of this Section shall survive Closing and shall not be merged therein. Seller and Buyer agree that the Property shall be sold and that Buyer shall accept possession of the Property on the closing date "AS IS, WHERE IS, WITH ALL FAULTS" with no right of set-off or reduction in the Purchase Price, that such sale shall be without representation or warranty of any kind, express or implied, including, without limitation, warranty of income, zoning, environmental, potential, expenses, uses, merchantability or fitness for a particular purpose (but specifically excluding the warranty of title to be given in the deed and other conveyance documents), and Seller does hereby disclaim and renounce any such other representation or warranty. Buyer specifically acknowledges that Buyer is not relying on any representations or warranties of any kind whatsoever, express or implied, from Seller, agents or brokers as to any matter concerning the Property, including without limitation the condition or safety of the Property or any improvements thereon, soils and geology including hazardous materials, lot size, or suitability of the Property or its improvements for a particular purpose. Buyer further acknowledges and agrees that it is relying solely upon its own inspection of the Property and not upon any representations made to it by Seller, its officers, directors, contractors, managers, agents or employees nor any person whomsoever. Any reports, repairs or work required by Buyer are to be the sole responsibility of Buyer and Buyer agrees that there is no obligation on the part of Seller to make any changes, alterations, or repair to the Property, and, as of the end of the Due Diligence Period defined below, Buyer acknowledges that Buyer has completed its due diligence with respect to the Property to its satisfaction. Buyer is solely responsible for obtaining any approval, permit or utility service necessary for development, transfer or occupancy of the Property, all at Buyer's sole cost and expense.

4. Due Diligence. Buyer shall have a period of thirty (30) calendar days from the execution of this Agreement (the "Due Diligence Period"), to inspect the Property and conduct all other investigative due diligence activities deemed prudent by Buyer ("Due Diligence"). Seller shall cooperate with Buyer and its employees, agents, consultants, or other representatives in providing information reasonably requested by Buyer to the extent documents exist and are in the possession of, or reasonably accessible to, Seller. Buyer shall pay all costs incurred in connection with the Due Diligence activities. At any time before the end of the Due Diligence Period, Buyer may determine, in its sole and absolute discretion, that the results of its investigation are unsatisfactory and unacceptable to Buyer, and terminate this Agreement by delivering written notice to that effect to Seller before the end of the Due Diligence Period. Upon delivery of such

notice, Seller shall return any money due and owing to Buyer pursuant to Section 6 of this Agreement, if any, and the parties shall be released from further performance hereunder.

5. Title. Seller shall convey title to the Property by quitclaim deed. Title to the Property shall be free and clear of liens and encumbrances, except such conditions, restrictions, reservations, rights-of-way, easements and covenants of record subject to which Buyer agrees to accept title. Buyer shall, at its sole expense, order a preliminary commitment for title insurance issued by Pacific Northwest Title Company, a mutually agreed upon title insurance company. (the "Escrow Agent" or "Title Company"), within ten days after execution of this Agreement. During the Due Diligence Period, Buyer shall deliver written notice to Seller of any exceptions or defects in title noted in the preliminary commitment to which Buyer objects ("Title Objections"). Any exceptions or defects in title to which Buyer does not object shall be deemed to be "Permitted Exceptions." Seller shall have until Closing (as defined below) to remove or otherwise render acceptable the Title Objections or to decline to correct such Title Objections. If Seller shall not correct or remove the Title Objections on or before the Closing, then Buyer shall either (i) waive such uncured objections and accept title to the Property subject to such uncured objections without adjustment to the Purchase Price or (ii) terminate this Agreement by written notice to Seller and Escrow Agent.

6. Third-Party Costs and Closing Costs. Buyer shall pay all of the closing costs and third-party costs incurred by Seller consistent with CMC 5.22, including without limitation:

<u> </u> x <u> </u>	costs of appraisal
<u> </u> x <u> </u>	all attorneys' fees and costs
<u> </u> x <u> </u>	survey fees and costs
<u> </u> x <u> </u>	platting fees and costs
<u> </u> x <u> </u>	Closing costs
<u> </u> x <u> </u>	escrow fees
<u> </u> x <u> </u>	any other third party transactions costs incurred by city

In addition, within three (3) days of signing this Agreement, Buyer shall deposit the sum of one thousand (\$1,000) with Seller, and from time to time, shall deposit such additional sums as the city manager may require to cover ongoing expenses incurred by the city in connection with the transaction contemplated herein. Buyer's credit for the \$1000, and any other additional sums deposited in accordance with this Section 6, and payment of all closing costs and preparation fees, shall be reflected in the Settlement Statements provided to the parties by the Escrow Company prior to Closing.

7. Closing Conditions. The obligations of the parties to close the transactions contemplated herein are subject to the fulfillment at or prior to the Closing Date of each of the following conditions (any one or more of which may be waived in whole or in part by Buyer and Seller in writing) (the "Closing Conditions"):

7.1 satisfactory completion of Buyer's inspections and investigations during the Due Diligence Period;

7.2 the approval of this transaction by the City of Cordova City Council, whether by ordinance, resolution, or otherwise;

7.3 in addition to all other conditions set forth herein, the obligations of Seller, on the one hand, and Buyer, on the other hand, to consummate the transaction contemplated hereunder shall be contingent on the following:

(a) Seller shall have cleaned, or caused to be cleaned, the surface of the Property and removed any items of the Seller's property located thereon prior to the Closing Date; and

(b) The other party's representations and warranties contained herein, if any, shall be materially true and correct as of the date of this Agreement and the Closing Date. For purposes of this clause, a representation shall be false if the factual matter that is the subject of the representation is false notwithstanding any lack of knowledge or notice to the party making the representation;

(c) As of the Closing Date, the other party shall have performed its obligations hereunder and all deliveries to be made at Closing have been tendered;

(d) There shall exist no pending or threatened action, suit or proceeding with respect to the other party before or by any court or administrative agency which seeks to restrain or prohibit, or to obtain damages or a discovery order with respect to, this Agreement or the consummation of the transactions contemplated hereby.

If any of the conditions set forth in this Agreement are not satisfied, the party intended to benefit from the condition may provide written notice to the other party of the failure and the effective date of termination of this Agreement. Failure to provide such notice shall not constitute waiver of the condition. Notwithstanding any other provision of this Agreement to the contrary, in the event the Cordova City Council does not approve the transaction contemplated hereunder for any reason whatsoever, this Agreement shall automatically terminate as of the date the Cordova City Council renders its final decision on the matter. If this Agreement terminates for any reason set forth in this Section 7, both Seller and Buyer shall be released and discharged from all further obligations under this Agreement, and neither Seller nor Buyer shall be subject to any claim by the other for damages of any kind, except Buyer shall be obligated (i) to pay for all of Seller's costs related to this transaction incurred as of the date of termination, which amounts may be retained by Seller from Buyer's deposit made under Section 6, and (ii) to protect Seller from claims arising out of Buyer's activities on the Property.

8. Closing. The closing of the transaction contemplated herein (the "Closing") shall take place at the office of the Escrow Agent or at such other place as may be agreed upon by the parties on or before October 3, 2007 unless the parties otherwise agree in writing. The actual date of the Closing shall be the Closing Date.

8.1 Seller's Obligations at Closing. At Closing, Seller shall deliver the following:

- (a) a quit claim deed executed by Seller for transfer of the Property;
- (b) a joint escrow statement to the Title Company, executed by Seller;
- (c) approved closing statements to the Title Company, executed by Seller;
- (d) execution and delivery of the restrictive covenant described in Section 9; and
- (e) such other instruments and documents as may reasonably be required by this Agreement or by the Title Company to close this transaction.

8.2 Buyer's Obligations at Closing. At Closing, Buyer shall deliver the following:

- (a) such evidence of the authority and capacity of Buyer as the Title Company may reasonably require;
- (b) a joint escrow statement to the Title Company, executed by Buyer;
- (c) approved closing statements to the Title Company, executed by Buyer;
- (d) the Purchase Price, as set forth in Section 2(b);
- (e) execution and delivery of the deed of trust set forth in Section 9; and
- (f) such other instruments and documents as may reasonably be required by this Agreement or the Title Company to close the transaction.

9. Development of Commercial/Industrial Site located at USS 3370 Tract A. Buyer shall complete the construction of the commercial 1-2 acre building site including the erection of a commercial building with a minimum size of 600 square feet as set forth on Buyer's development & site plan, which is attached hereto as Exhibit B, prior to or on the seventh (7th) anniversary date of the Closing Date. Buyer shall execute and deliver a deed of trust, in a form acceptable to Seller, securing Buyer's performance under this Section 9 to Seller at Closing, which deed of trust shall be recorded in the Cordova Recording District, Third Judicial District, State of Alaska. Seller shall, within thirty (30) days of receipt of written notice from Buyer, subordinate its lien and deed of trust to Buyer's construction lender, and shall execute any documents reasonably requested or required in accordance with this obligation. Notwithstanding any other provision herein to the contrary, the parties mutually agree that the parties' obligations under this Section 9 shall not merge into the deed delivered at Closing and shall survive Closing and shall survive the termination of this Agreement.

10. Assignment. This Agreement is binding on the heirs, successors, and assigns of the parties, however, neither party shall voluntarily assign their rights under this Agreement without prior written consent of the other party.

11. No Brokers. Each party represents and warrants to the other that it has not engaged the services of any real estate broker, finder or other person who would be entitled to any commission or fees in respect to the subject matter of this Agreement, except as stated herein. Each party shall indemnify and hold the other harmless from any loss, cost, liability or expense incurred by the other as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on its behalf.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Property and supersedes any prior negotiations, offers, counteroffers or agreements, oral or written that deal with this subject matter. There are no other representations, promises or agreements, written or verbal, not reflected in this Agreement. No modification or amendment of this Agreement shall be valid or effective unless evidenced by an agreement in writing and signed by both parties.

13. Severability. If any provisions of this Agreement or application to any party or circumstances are determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which is so determined invalid or unenforceable, will not be affected, and every other provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law.

14. Time of the Essence. Time is of the essence of this Agreement. The closing date may not be extended except by written agreement of the parties.

15. Governing Law. This Agreement shall be construed according to the laws of the State of Alaska.

16. Construction. This Agreement is the result of negotiations between the parties and, accordingly, shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof. The paragraph headings are for convenience only and shall not be construed to affect the meaning of any provisions of this Agreement.

17. Attorneys' Fees. If either Buyer or Seller brings a legal action or other proceeding against the other for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party all of its costs, expenses and reasonable attorneys' fees, including those incurred at trial and on appeal, in addition to any other relief to which it may be entitled. Neither party shall have any obligation under this paragraph to pay a third party's attorneys' fees.

18. Notices. Any notice or other communications to be delivered pursuant to the terms of this Agreement shall be in writing and sent by first class or certified mail, over-night delivery, facsimile or hand delivery to the parties at the following addresses, or at such other address as either party may from time to time designate by notice in accord with this paragraph:

To Seller: City Manager
 City of Cordova
 P.O. Box 1210
 Cordova, Alaska 99574

To Buyer: James Dundas and Dea Dundas
 PO Box 133
 Cordova, Alaska 99571

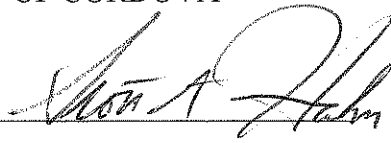
19. Further Actions. Seller and Buyer agree to execute such further documents or instructions and take such further actions as may be necessary or appropriate to consummate the transactions described herein and to use their best efforts to accomplish a timely closing in accordance with the provisions of this Agreement.

20. Facsimile and Counterparts. This Agreement may be executed in counterpart and by facsimile signature. When executed by all parties the counterparts shall be considered a single document and all facsimile signatures considered as originals.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

SELLER
CITY OF CORDOVA

Dated: 5/8/07

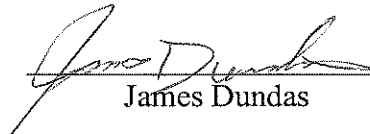
By: 

Its: City Manager

ATTEST


City Clerk

BUYER


James Dundas


Dea Dundas

EXHIBIT A

Remainder of Tract A, U.S. Survey 3370, Cordova Recording District, Alaska

EXHIBIT B

PHASING/DEVELOPMENT PLAN FOR DUNDAS PROPERTY

1. First year

- 1.1. Complete the survey for the property
- 1.2. Begin removal of soil and materials for resale
- 1.3. Clean up back berm and work to develop more useable room on the front east portion of the property. We will move sand to the location to have it available for resale.
- 1.4. We are planning to provide a sight buffer that will be visually pleasing from the road. We plan to protect the integrity of the back portion of the property. View attached map
- 1.5. Upgrade and develop the existing driveway to regulate vehicular traffic in the area
- 1.6. Identify and develop usable flat land that can be utilized for the staging and storage of trucks and equipment related to our excavation and landscaping business.

2. Second Year

- 2.1. Continue activities identified in 1.2-1.6.
- 2.2. Continue excavation and develop more toward the east and expand a little in the back

3. Third and Forth Years we plan to keep developing east and square the back of the property with the adjacent properties grade.

4. Forth and Fifth Years We are expecting it will take four to five years to remove enough soil and materials to have adequate amount of flat land to build a building.

5. Fifth and Sixth Years Our plan is to build a 40'x45' structure to work out of, however, the size of the structure may change and the location of the building will be determined by the lay of the land. At a minimum, the building shall be 600 square feet. We are planning in the future to develop more toward the east but leave a significant amount of trees to protect us from the wind. This development is a part of our long range plan dealing with active commercial and/or industrial activities related to expanding our current excavation and landscaping business.

Dundas Development Plan

Exhibit B

1st year in yellow
2nd year in red
3-4 year in green
4-5 years in blue
Building in orange
future development in brown

We are planning to start developing
the front portion of the property and
protect the integrity of the environment
at the back of the property

Please Note
on 4/5/07 council
extended the
site development
to 7 years

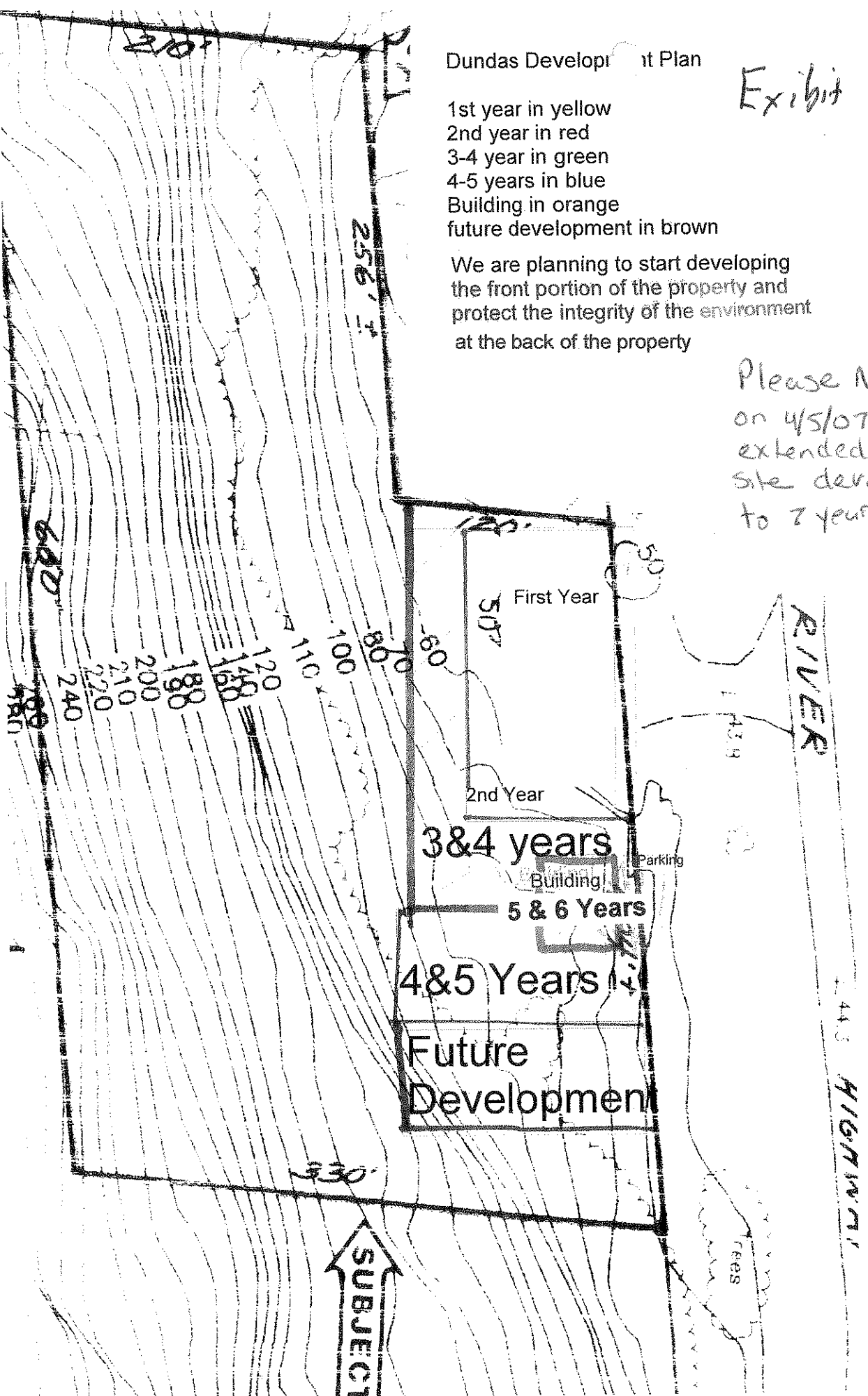


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Memorandum

To: City Council
From: Sam Greenwood, City Planner
Date: 7/27/2012
Re: Update of land disposal maps

PART I. BACKGROUND:

The current lease with option to purchase for lot 1, block 1 expired on July 1, 2013. The expiration of the contract left the property without a current land disposal status.

PART II. GENERAL INFORMATION:

At the July 9, 2013 P&Z meeting the disposal status of Lot 1, Block 1, Cordova Industrial Park was discussed. P&Z determined that the land disposal status of this property should be updated.

P&Z determined that Lot 1, Block 1, Cordova Industrial Park should be updated to available.

Lot 1, Block 1 Disposal Status recommendation to City Council

M/McGann, S/Srb

“I move to approve Resolution 13-06.”

Vote on motion: 7 yeas (Bailer, Reggiani, Greenwood, Pegau, McGann, Baenen, Srb), 0 nays.

Motion passes.

Amended Motion:

M/Pegau, S/Bailer

“I move to amend the resolution to say “Available”.”

Vote on motion: 7 yeas (Bailer, Reggiani, Greenwood, Pegau, McGann, Baenen, Srb), 0 nays.

Motion passes.

PART III. SUGGESTED MOTION:

“I move City Council accept resolution 13-06 from the Planning and Zoning Commission.”

**CITY OF CORDOVA, ALASKA
PLANNING AND ZONING COMMISSION
RESOLUTION 13-06**

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF CORDOVA, ALASKA, RECOMMENDING THAT LOT 1 BLOCK 1 OF THE CORDOVA INDUSTRIAL PARK BE UPDATED TO AVAILABLE AND ADDED TO THE 2013 LAND DISPOSAL MAPS TO THE CITY OF CORDOVA'S CITY COUNCIL.

WHEREAS, the City of Cordova's city manager and city planner are directed by the Cordova Municipal Code Section 5.22.040(C) – Application to lease or purchase the city manager shall refer an application from a qualified applicant to the city planner. If the city planner finds that the real property is available for lease or purchase, the city planner shall schedule the application for review by the planning commission not later than its next regular meeting; and City of Cordova's Planning and Zoning Commission directed by the Cordova Municipal Code Section 5.22.040(D) – Application to lease or purchase The planning commission shall review the application, and recommend to the city council whether the city should accept the application, offer the real property interest for disposal by one of the competitive procedures in Section 5.22.060, or decline to dispose of the real property interest.


WHEREAS, the City of Cordova's Planning and Zoning Commission has determined that updating the 2013 land disposal maps at this time with Lot 1 Block 1 of the Cordova Industrial Park is important to maintain consistency and provide current status to the public and the Council.

WHEREAS, the City of Cordova's Planning and Zoning Commission has determined that Lot 1 Block 1 of the Cordova Industrial Park should be designated as AVAILABLE on the land disposal maps.

WHEREAS, having updated maps will benefit the citizens of Cordova by providing maps for public review; and


NOW, THEREFORE, BE IT RESOLVED THAT the City of Cordova's Planning and Zoning Commission recommends that Lot 1 Block 1 of the Cordova Industrial Park be updated to AVAILABLE and added to the 2013 Land Disposal Maps to the City of Cordova's City Council.

PASSED AND APPROVED THIS 9th DAY OF JULY, 2013



John Greenwood, Acting Vice Chair

ATTEST:



Samantha Greenwood, City Planner

Memorandum

To: City Council
Thru: Samantha Greenwood, City Planner
Date: July 10, 2013
Re: Requests for disposal of lot
Lot 1, Block 1, Cordova Industrial Park

PART I. GENERAL INFORMATION:

Requested Action: Dispose of lot for not less than fair market value

PART II. BACKGROUND:

The City has received letters of interest for Lot 1, Block 1, Cordova Industrial Park (See attached map)

Planning and Zoning met on July 9th, 2013 to discuss a recommendation to City Council on the disposal of Lot 1, Block 1, Cordova Industrial Park.

Planning Commission

At the Planning Commission meeting a motion was made to recommend to City Council to dispose of Lot , Block 1, Cordova Industrial Park as follows:

M/Reggiani, S/Pegau

“I move to recommend to City Council disposal of Lot 1, Block 1, Cordova Industrial Park by method 4-proposals.”

Vote on motion: 7 yeas (Bailer, Reggiani, Greenwood, Pegau, McGann, Baenen, Srb),

0 nays. Motion passes.

PART III. REVIEW OF APPLICABLE CODE:

5.22.060 - Methods of disposal for fair market value.

A. In approving a disposal of an interest in city real property for fair market value, the council shall select the method by which the city manager will conduct the disposal from among the following:

1. Negotiate an agreement with the person who applied to lease or purchase the property;

2. Invite sealed bids to lease or purchase the property;
3. Offer the property for lease or purchase at public auction;
4. Request sealed proposals to lease or purchase the property.

PART IV. STAFF RECOMMENDED MOTION:

Motion for Approval:

"I move that the City dispose of Lot 1 Block 1, Cordova Industrial Park for not less than fair market value as outlined in chapter 5.22.060A_____”.

*It is intended that the maker of the motion select one of the four methods in the applicable code section above and insert such in the blank in the recommended motion.

Memorandum

To: Planning Commission
From: Planning Staff
Date: 7/11/2013
Re: Comprehensive plan recommendation to city council

PART I. BACKGROUND:

The comprehensive plan has been discussed at numerous P&Z meetings; the ideas have gone from a very quick and simple update/replacement to looking into hiring a consultant for additional input, revision and expert help.

After P&Z reviewed comprehensive plans from other cities, the commission decided that an in-depth update was needed. The commission requested that I get a proposal from Agnew::Beck who completed Big Lake's Comprehensive Plan under contract. That proposal and outline was presented at the June 11th meeting. The Commission felt the proposal was good and wanted to move it forward to City Council for support and to give the council a heads up that there would be a request at budget time to fund the proposal.

The P&Z commission felt it was appropriate to ask council for support of the comprehensive plan update and the proposal provided by Agnew::Beck to accomplish that update.

Attached is a resolution asking for City council support for updating the Comprehensive plan and the proposal to help complete that work.

PART III. SUGGESTED MOTION:

"I move city council accept resolution 13-07 from the Planning and Zoning Commission."

**CITY OF CORDOVA, ALASKA
PLANNING AND ZONING COMMISSION
RESOLUTION 13-07**

**A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF
CORDOVA, ALASKA, RECOMMENDS THE UPDATE OF THE CORDOVA COMPREHENSIVE
PLAN AND SUPPORT OF THE PROCESS OUTLINED IN THE ATTACHED PROPOSAL TO THE
CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA**

WHEREAS, the City of Cordova completed the current Comprehensive Plan in 2008; and

WHEREAS, there has been much change in the City of Cordova since that time in land use, City facilities and the economy; and

WHEREAS, there have been multiple discussions on updating the Comprehensive Plan at the Planning and Zoning meetings over the last year; including reviewing other plans and receiving a proposal with an outline and process; and

WHEREAS, the Planning and Zoning Commission and Planning staff believes that a current and updated Comprehensive Plan will provide staff, P&Z and the City Council with a tool to help with City planning efforts in the future; and

WHEREAS, we would now like to “formally” start gaining support for the proposal and the update; and


WHEREAS, the Planning and Zoning Commission recommend to the Cordova City Council that the Comprehensive plan be updated and that the use of an outside contractor will assist in the process and will create a high quality document; and

WHEREAS, the Planning and Zoning commission would like to receive support from City Council for the update of the comprehensive plan by them providing

- A. Support for public hearings and work sessions throughout the process.
- B. Keep this project as a high priority during the budget cycle

NOW, THEREFORE, BE IT RESOLVED THAT the Planning and Zoning Commission of the City of Cordova does hereby recommends updating the Cordova Comprehensive Plan and support of the process outlined in the attached proposal to the City Council of the City of Cordova, Alaska

PASSED AND APPROVED THIS 9th DAY OF JULY, 2013



John Greenwood, Acting Vice Chair

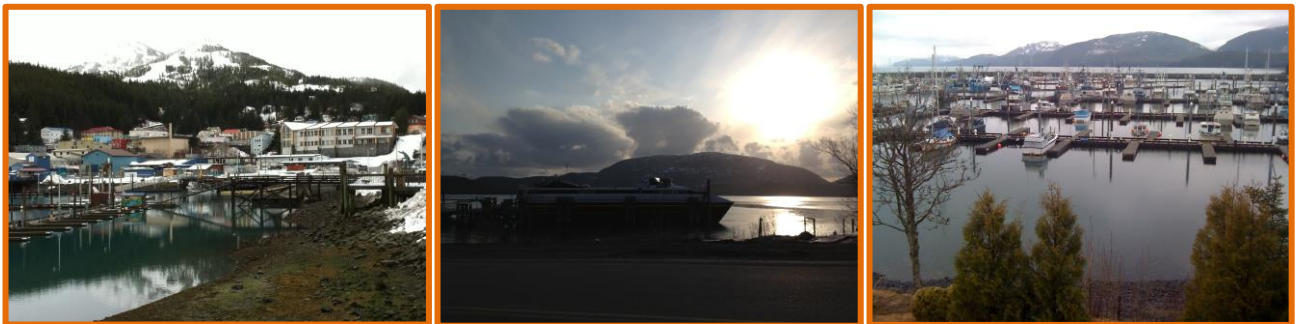
ATTEST:



Samantha Greenwood, City Planner

CORDOVA COMPREHENSIVE PLAN UPDATE

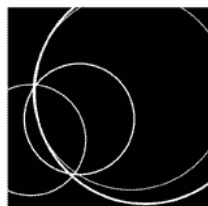
Proposal for Professional Services from Agnew::Beck Consulting, LLC



Submitted to:

Samantha Greenwood
City of Cordova
PO Box 1210
Cordova, AK 99574
planning@cityofcordova.net

5.22.2013



**AGNEW
::BECK**

Agnew::Beck Consulting, LLC
Principals: Chris Beck and Thea Agnew Bemben
441 West 5th Avenue, Suite 202
Anchorage, Alaska 99501

Phone: 907 222.5424
Fax: 907.222.5426
E-mail: [chris @agnewbeck.com](mailto:chris@agnewbeck.com)
Web: www.agnewbeck.com

TABLE OF CONTENTS

1. SCOPE OF WORK	p3
2. TIMELINE + BUDGET	p8
3. QUALIFICATIONS + EXPERIENCE.....	p9

I. SCOPE OF WORK

Approach

This section outlines our proposed scope of work to update the comprehensive plan for Cordova. Before presenting the specifics, below are a few general guiding principles based on our experience working on other comprehensive plans.

- Give the public a major role in shaping the plan. Take advantage of public knowledge and previous work; recognize that broad support is necessary for plan approval and implementation.
- Provide good information. Controversy often is resolved by replacing speculation with facts. Emphasize use of maps, photos and graphics. Help people to see their community with fresh eyes.
- Start fast and maintain a brisk pace. Plans often are too slow and measured at the beginning, and then rushed at the end. Aggressively identify specific issues early in the process to awaken public interest and give the plan focus. Develop goals and strategies early in the process, even if they are later revised, to generate public response and identify tough issues in time to develop workable solutions.
- Arrange for multi-day work sessions. We have learned that concentrated sessions can be very valuable, often more so than the same amount of work spread over several months.
- Be visionary and practical. Help people to think broadly and long term; at the same time, focus on plan implementation from the beginning of the process.

Key Issues

Below is a preliminary list of key issues and questions likely to be the focus of each section update based on the existing Comprehensive Plan and the firm's knowledge of Cordova and the Prince William Sound Region. We have consolidated the sections to emphasize the guidance of Alaska Statute 29, which mandates a Comprehensive Plan address policies and goals for land use, community facilities, and transportation. To this list we have added economic development as a core topic. Other subjects, e.g., energy or community wellness, will also be addressed but in less detail.

Section 1 – Economic Development

- What are Cordova's unique economic strengths; what market opportunities are most viable for expanding the local economy?
- How can the community strengthen and diversify its economy while maintaining local values?
- What actions can be taken to stabilize or reverse the slow steady decline in community population?
- What role if any can the City play in encouraging economic growth?
- How can Cordova better position itself as a regional hub, educating, training and supporting Cordova residents as well as surrounding communities?

Section 2 – Land Use and Environment

- What new land use policies may be needed to help the community meet goals for quality of life, for economic development, for environmental protection?
- What are the advantages and disadvantages of different locations and densities for future growth?

- How will land use decisions affect the cost of community services and facilities, such as energy, snow storage and removal, and transportation?
- Which combination of economic development, environmental protection, and recreation activities would be most suitable for Cordova's waterfront?

Section 3 – Public Services and Facilities

- What is the status of key community services and facilities: police, fire, water and sewer, parks and recreation, waste disposal, education? Is there a near and/or longer term need for significant changes, upgrades or investments in these programs?
- Are City revenues for key services keeping up with required costs?

Section 4 – Transportation

- Does the existing transportation system meet the needs of current and proposed land uses?
- Which road projects are underway and does the City have a set of objective criteria for prioritizing transportation projects?
- What roads, trails or other transportation solutions are needed to support the need for economic development, and for well-connected neighborhoods and an attractive community center?
- What waterfront infrastructure improvements (e.g. better, more boat ramps, expanded harbor, etc.) would help meet the community's fisheries and tourism-related business activities?

Section 5 – Other Subjects

We recommend adding a short additional section that addresses in less detail other topics that affect and support the economic and social well-being of Cordova residents. Examples include:

- **Energy**
 - How will Cordova negotiate the increasingly high costs of living in rural Alaska?
 - What types of energy efficiency measures and new renewable energy projects could alleviate the high cost of energy?
- **Education + Workforce Development**
 - What specific skills sets are needed and/or desired for Cordova's, the region's, Alaska's growing industries?
 - How are Cordova's educational institutions and related partners addressing those workforce needs? In other words, how is the community growing a future workforce?
- **Community Wellness**
 - What are Cordova's priority health issues and long-term goals?
 - What projects will help Cordova meet community wellness goals?

Tasks

TASK I. STARTUP + ONGOING PROJECT MANAGEMENT

- Hold initial conversations with City staff, representatives of City Departments, and the Planning Commission, to define project goals, leadership, schedule, roles of different community organizations.
- Set up a framework for community participation:

- Identify key people and organizations in the community and region,
- Set schedule for community workshops and completion of plan.
- c. Clarify roles of staff and consultant.
- d. Compile electronic versions of relevant plans, projects.
- e. Staff, working with consultant, prepares simple project webpage on the City website.
- f. Prepare and circulate for review an initial outline of the comprehensive plan.
- g. Continued project management throughout the planning process including regular check-ins with City Planning Staff.

STAFF TASKS – create project contacts list; organize initial teleconference with subset of key City leaders; compile relevant plans and projects; advise consultant on other tasks.

Task 1 deliverables: Clarified project goals, schedules, participants, and products.

TASK 2. BACKGROUND RESEARCH + PRELIMINARY PLAN FRAMEWORK

Working with City staff and the community, collect and summarize background information and key plan issues and prepare an initial framework of draft goals and strategies. This task will largely rely on information already compiled in recent City documents. Specific tasks will include:

- a. Work with Planning staff and the City Planning Commission to document the status of strategies and projects in the 2008 Comprehensive Plan, and other important plan-related City initiatives.
- b. Work with staff to describe the context for the preparation of the plan, including: social, economic and demographic patterns; history and culture; land use; fiscal issues and other topics relevant to decisions about the area's future. Results of this work will include:
 - Brief written summaries of key trends, with tables on topics like population and employment.
 - City-prepared maps of land ownership, physical opportunities and constraints for development, roads and trails, utilities, community facilities.
- c. Using the material above, prepare a plan background document that includes:
 - a short “state of the City report” – an overview of key facts on the community characteristics.
 - a summary of key planning issues, including community strengths, opportunities and challenges.
 - an initial draft framework of community goals, and strategies to reach these goals, focused on four core issues: economic development, land use and environment, transportation and public services/facilities. At a lesser level of detail, develop goals on other community issues including, energy, education and workforce development, and community wellness.

STAFF TASKS – Lead role on task 2a and the second portion of 2b; active assistance on other tasks.

Task 2 deliverables: Background summary document.

TASK 3. COMMUNITY INTERVIEWS + WORKSHOP

This task will be built around a three day trip to Cordova, which will start with individual and small group discussions, and culminate in a community public workshop.

Specific steps for this task include:

- a. Staff, working with the consultant, will make arrangements for interviews and informal focus groups, secure a time and place for the workshop, and develop and carry out necessary workshop publicity.
- b. Consultants travel to Cordova, and spend majority of the first two days of the visit conducting face to face interviews with individuals and small groups, to review and refine the background summary document from Task 2. Material from the evolving background document will then be used as a starting point for discussions at the workshop.
- c. Conduct community workshop. Activities include:
 - Review of background information: “State of the City” and community maps of facilities, infrastructure, environment, economy;
 - Review and refine critical comprehensive plan issues;
 - Review and refine community vision, goals;
 - Identify preliminary strategies to reach goals.
 - Identify preliminary priority projects.
- d. Staff compiles notes from Workshop.

STAFF TASKS – Staff has lead role on task 3a and 3d; staff provides active assistance on other two tasks.

Task 3 deliverables: Community Workshop and notes summarizing community input on plan components (e.g., background information, issues, goals, initial priority strategies).

TASK 4. PREPARE FULL DRAFT COMPREHENSIVE PLAN

This stage will integrate information from previous steps to produce a full draft of the community plan. Specific steps are outlined below:

- a. Consultant works with staff and other key community leaders, including one or more key members of the Planning and Zoning Commission to complete full public review draft of the Community Plan. The draft plan includes:
 - Include background information on trends and issues (from Task 2).
 - Vision, goals and priorities organized by primary subject: land use and environment, transportation and public facilities and services; with a shorter section on other topics: economic development, energy, education, and community wellness (from Task 3).
 - Overall community plan land use map.
 - Initial implementation strategies.
- b. Circulate draft plan for community review.

STAFF TASKS – Assist consultants on task 4a; lead on task 4b.

Task 4 deliverables: Draft Comprehensive Plan.

TASK 5. COMMUNITY REVIEW

- a. Develop guiding questions for staff plan review meetings (see below).
- b. Staff meets informally with community leadership organizations (e.g., Planning Commission, Chamber, Native Tribe and Corporation, Copper River Watershed Project) to record suggested revisions to the draft plan, with particular focus on timing and responsibilities for priority strategies and/or projects.
- c. Facilitate plan review session with Staff and Planning Commission to finalize goals, objectives, strategies and priority projects.

STAFF TASKS – Lead on task 5a and 5b; staff provides active assistance on task 5c.

Task 5 deliverables: Community Workshop and notes summarizing community input on draft plan.

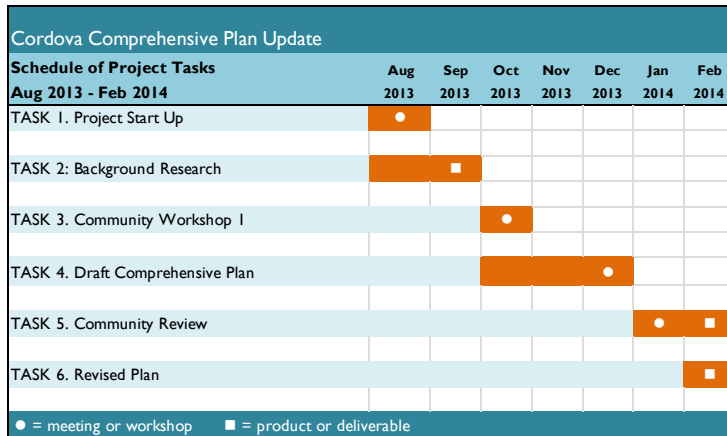
TASK 6. REVISED DRAFT PLAN

- a. Consultant, working with the staff, will make necessary revisions to the draft plan, and provide this revised version for staff to take through the approval process.

Task 6 deliverables: Revised Draft Comprehensive Plan

2. TIMELINE + BUDGET

Timeline



Budget

Cordova Comprehensive Plan Update		Timeline		Principal		Project Manager		Associate		Total
		hours	rate	hours	rate	hours	rate	hours	rate	
			\$150		\$115				\$90	
TASK 1. Start Up +Ongoing Project Management		Month 1								
Review goals + requirements for Comprehensive Plan with project manager Set schedule for project; clarify tasks and scope. Identify stakeholders and public engagement plan and schedule.										
TASK 2. Background Research and Preliminary Plan Framework		Months 1-2								
Collect information on community and region, including demographic information and maps. Summarize context for plan, including status of previous plan and more recent planning projects. Develop initial plan framework: goals and strategies.										
TASK 3. Community Interviews and Workshop I		Month 3								
Facilitate community workshop. Refine information on existing conditions in the community. Review and refine issues, goals and strategies.										
TASK 4. Draft Comprehensive Plan		Months 3-5								
Complete full draft Comprehensive Plan, based on community input. Summarize current and projected conditions of the area. Draft comprehensive plan maps. Circulate draft plan.										
TASK 5. Community Review		Months 6-7								
Facilitate plan review session with Planning Commission. Finalize goals, objectives, strategies and priority projects.										
TASK 6. Revised Draft Plan		Months 7								
Revise plan according to community input. Include Priority Actions list with steps for implementation. Finalize files and materials for output to client.										
Travel *										\$2,140
Expenses **										\$1,500
TOTAL										
		46	\$6,900	78	\$8,970	60	\$5,400			\$24,910
EXCLUSIONS + TERMS										
* Travel - Two roundtrips from Anchorage for one multi-day community workshops.										
** Expenses shown include costs for phone and related equipment and services required in the normal performance of the contract. Costs to prepare informational, advertising or meeting materials are included in this budget; however, costs for large volume printing, mailing or otherwise distributing these materials, or for paid advertising or other public notices, are not included in this budget and would be paid for directly by client, as needed. All final reports, drawings, maps, graphics, plans, and similar final documents prepared by Consultant in providing its services will become the property of the Client. The Client can use the aforementioned documents and products during this specific project or as part of subsequent related work in the future. The Consultant, who will contribute relevant work from past work to aid in this project, can use non-proprietary elements of work developed as part of this project in its subsequent work with other clients or in marketing the experience of Agnew::Beck.										
This estimate is good for 90 days from the date of the estimate.										

3. QUALIFICATIONS + EXPERIENCE

Firm Overview

Agnew::Beck is a multidisciplinary consulting firm based in Anchorage, Alaska. We are skilled in analysis, policy development, planning, public engagement, and project implementation. Since 2002, we have helped our clients strategically respond to challenges and opportunities to achieve their goals. Our team is committed to effective and efficient project management. We work to build healthy communities locally, regionally and statewide.

Our firm's areas of specialty include:

- Land Use and Urban Design
- Master Planning and Site Design
- Communications and Public Engagement
- Economic Development
- Tourism, Recreation and Open Space Planning
- Fundraising
- Graphic Design and Visual Communication

By combining creativity and vision with practical implementation, Agnew::Beck helps clients accomplish short-term objectives and set out a clear path for long-term success. We are committed, passionate, and practical partners, working together to identify and tackle the most important issues with smart, effective solutions. “Engage, Plan, Implement” is our approach to helping people, places and organizations get beyond ideas and issues, and make things happen.

Team Member Bios

Chris Beck, AICP (Principal-in-Charge) is a land use planner with more than 30 years of experience specializing in land use planning, tourism and recreation, regional economic development, site planning and public participation. He co-owns and manages Agnew::Beck. His work includes overseeing Agnew::Beck's capable staff and helping to manage a range of specific projects. Chris's overarching skill is the ability to forge shared goals and actions from diverse viewpoints, for example, finding the balance point between what a community wants and what it can afford, or between the desire to grow and the desire to protect what is special about a particular town or trail or bay. Chris has worked on a number of projects in Cordova and Prince William Sound, including the Cordova Tourism Plan. He has lead comprehensive planning efforts across the state including Big Lake, Palmer, Talkeetna, Bethel, and Dillingham, and tourism plans in Wrangell, Yakutat, McCarthy and Bristol Bay.

Shelly Wade, AICP (Managing Associate + Project Manager) uses her natural facilitation skills to develop strategic plans for better communities, sustainable economic practices and a healthier environment. A lifelong Alaskan, Shelly was raised in North Pole and enjoys managing planning projects in remote regions. Whether working with municipalities, tribal entities or development organizations, she teases out tangible actions and rallies around shared attainable goals. Shelly applies her experience as a well-traveled facilitator and energetic planner to help guide Alaskans to cultivate healthier communities, smart policies and goal-oriented networks. Shelly has also managed and worked on a number of projects in Cordova and Prince

William sound including, the recent effort to create a vision and planning alternative for the South Fill Commercial Area in Cordova (City of Cordova), the Chugach National Forest Plan Revision (U.S. Forest Service, Chugach National Forest), the Cordova All-Terrain Vehicle Management Plan (U.S. Forest Service, Chugach National Forest) , the Prince William Sound Comprehensive Economic Development Strategy (Prince William Sound Economic Development District). Shelly has also successfully managed other comprehensive planning projects around the state, including the award winning *2009 Big Lake Comprehensive Plan Update*. Shelly and her colleagues at Agnew::Beck, along with the Big Lake Community Council and the Mat-Su Borough Division of Planning, received an award from the Alaska Chapter of the American Planning Association for “Best Comprehensive Plan”.

Meghan Holtan (Planning Associate) makes projects happen. From organizing large youth circuses to improving bicycle infrastructure, she knows how to outline the steps to get the right people to the table to get the plan on the ground. After many years of running a small arts business, Meghan returned to school to earn a master’s degree in environment science with a concentration in environmental and community planning. She worked as a research assistant for the Honeywell community planning group to help members understand options for reuse of one of the most polluted landscapes in the country. She enjoys deploying GIS for research and community development; while in Syracuse she created the maps for the Syracuse Bike Plan. Since joining Agnew::Beck as a summer intern in 2010, Meghan conducted a commercial gap analysis, and inventoried and mapped existing recreation amenities for the Yakutat Sustainable Outdoor Recreation Action Plan. She is currently assisting with the Chugach Forest Plan Revision public and youth engagement process as well creating maps for the Aleknagik Comprehensive Plan Update. She has traveled extensively in Alaska working with youth from Camp Sivunniigvik outside of Noorvik to charter schools in Anchorage.

Relevant Projects

Agnew::Beck Consulting, LLC, has worked to create livable, vital communities all over Alaska, from remote rural villages to urban neighborhoods. We understand that Cordova is in a state of economic and social transition. Agnew::Beck specializes in crafting solutions that are sustainable at the community level, respect the unique qualities of particular places and find common ground between diverse viewpoints.

Outlined below are summaries of several representative Agnew::Beck community planning projects.

Big Lake Comprehensive Plan Update – Big Lake, AK: Matanuska Susitna Borough, 2007-2009

Awarded “Best Comprehensive Plan” by AK Chapter of the American Planning Association in November 2012

In 2007, The Matanuska-Susitna Borough teamed with Agnew::Beck to update Big Lake’s 1996 Comprehensive Plan. Big Lake’s residents, landowners and other stakeholders were well-represented in this highly participatory comprehensive planning process which included regular meetings of the Big Lake Planning Team, public workshops, and the creation of planning work groups for specific key issues that have emerged through the process. These work groups were created partly in response to the challenge of working with a 40-member Planning Team. Smaller work groups resulted in a more focused forum for creating practical, locally driven solutions to specific issues. The work groups not only shaped the Comprehensive Plan, but also ensure the successful implementation of the plan’s recommendations.

Agnew::Beck created a project webpage used by Big Lake community members to learn about the plan, upcoming meetings and to submit comments. The Planning Team also engaged area youth in planning for the future of their community. Agnew::Beck's desire to innovate, and tailor plans and products to communities, resulted in a few new methods of comprehensive planning. In order to help folks better understand and visualize the overall concept and concepts of the Comprehensive Plan, Agnew::Beck designed a user-friendly, graphically based "guidebook" to illustrate the issues, goals and processes of Comprehensive Plan. Another innovative step in the process included an "experts" session which matched a panel of local experts with the work groups to share local and professional knowledge about issues affecting Big Lake (lake shore restoration, fire prevention, fish and wildlife habitat and transportation projects).

Reference: Frankie Barker, Matanuska Susitna Borough Environmental Planner 907.746.7439

Team Members: Shelly Wade, Chris Beck

Hillside District Plan 2006-2010

The Hillside District Plan focused on land use and infrastructure strategies in an area with 20,000 residents in the southeastern quadrant of Anchorage. The central challenge of this project was to provide opportunities for continued growth in an area with significant physical constraints, and where residents and landowners are strongly inclined to maintain the area's traditional low density rural character. Trail and open space issues were a major focus. Agnew::Beck's role in this multi-year, multi-million dollar project was extensive. It included managing the land use component of the project and guiding the work of subcontractors in six topic areas to create an integrated set of policies on land use, open space and recreation, drainage, roads and trails, public water and sewer, and onsite wastewater. Agnew::Beck was also responsible for the plan's extensive public outreach and participation program, intended to gain the trust and support of residents in an area of Anchorage that tends to be suspicious of Municipal plans and projects. The final plan included strategies to reserve traditional trails, create new trailheads while satisfying grumpy neighbors, improve access to the adjacent Chugach State Park, and raise funds for trail construction and maintenance. Trail planning was integrated with a broader "built/green infrastructure" strategy, which combined the functions of open space corridors wherever possible to support trails as well as drainage, aquifer protection and habitat goals. This plan was unanimously adopted by the Anchorage Assembly in April 2010.

Reference: Tyler Robinson, formerly with the Municipality of Anchorage, now with Cook Inlet Housing 907.793.3000.

Team Member: Chris Beck

Aleknagik Comprehensive Plan

Agnew::Beck worked with Aleknagik residents to update their Comprehensive Strategic Development Plan. Meetings with the planning team surfaced village issues that became the foundation for the initial draft of the plan. The draft plan was available for community review and comment during the community workshops. The plan outlines the values of the community and enabled residents to agree on actions to guide local and regional governing organizations into the future. With the plan, the community gained greater control over its destiny and a stronger position from which to work with outside parties. The Comprehensive Plan aims to increase the odds that children can find decent work and continue to live in their home community so

Aleknagik can sustain cultural traditions, subsistence, history and culture, while improving community facilities and services and finding better ways to communicate and make community decisions.

Reference: Patty Heyano, Bristol Bay Native Association, 907.842.5257.

Team member: Chris Beck

Meadow Lakes Comprehensive Plan and Special Use District

Agnew::Beck worked with community of Meadow Lakes in the Matanuska-Susitna Borough in 2005 to develop the Meadow Lakes Comprehensive Plan, which was unanimously approved by the Matanuska-Susitna Borough Assembly that year. Through the comprehensive planning process, the community recommended creating a Special Use District (SpUD) to implement the vision outlined in the plan. Since then, the Borough has re-engaged Agnew::Beck to facilitate the public engagement process for developing a Meadow Lakes SpUD. Both projects featured a highly participatory process, with a planning team, multiple community workshops, and a project website to track progress and receive comments. The Meadow Lakes SpUD process included a stakeholders meeting in which all major public and private landowners in the area met to share their goals for development. That dialogue helped to shape regulations to support a range of community and individual land use goals.

Reference: Lauren Driscoll, 907.745.9855

Team members: Chris Beck, Shelly Wade

Palmer Comprehensive Plan

Driven by the continuing rapid growth of Palmer and surrounding areas, the community hired Agnew::Beck Consulting (with sub-consultants Land Design North, HDR Engineering and Northern Economics, Inc.) to update its 1999 Comprehensive Plan. Public participation was the key to the success of this planning process in the Matanuska-Susitna Borough. Through a series of public meetings and the use of a Plan Advisory Committee, people were able to establish broad goals for Palmer's future and then help define the right actions to reach these goals. Major challenges addressed by the plan included:

- Revitalizing the downtown, and creating a stronger economic center to the community
- Accommodating growth while maintaining rural lifestyle and an attractive community
- Creating a community-wide trail system
- Guiding commercial development along the Glenn Highway and Palmer Wasilla Highway
- Planning for annexation and community expansion, in particular, for the expansion of water, sewer, police, fire, drainage, and other fundamental community services

The successful response to these issues rested on the open, transparent process that kept the community engaged in the process, responded to specific concerns, and ensured that the final product was widely understood and supported. The Comprehensive Plan was adopted unanimously by the Palmer Planning and Zoning Commission and City Council.

Reference: Sara Jansen, Community Development Coordinator, City of Palmer, 907.761.1315

Team member: Chris Beck

Prince William Sound Area Projects

In addition to comprehensive planning, Agnew::Beck has facilitated community planning projects in and around Prince William Sound including:

- Cordova South Fill Commercial Area Land Use Alternatives Facilitation (Spring 2013, in progress) – City of Cordova
- Chugach National Forest Plan Revision (2013, in progress) – Chugach National Forest
- Cordova All-Terrain Vehicle Management Plan (2010-2012) – Chugach National Forest
- Prince William Sound Comprehensive Economic Development Strategy (2011) – Prince William Sound Economic Development District
- Cordova Tourism Plan (2000) – Chamber of Commerce, City of Cordova, Copper River Watershed Project
- Allison Creek Hydroelectric Project (2011) – Copper Valley Electric Association (CVEA)



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

CITY OF CORDOVA

Office of City Manager

July 17, 2013

Memo to City Council

Re: Eyak Lake Water Treatment Plant Roof Structural Repairs

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 Eagle Contracting Corporation, of Cordova, Alaska, to perform structural repairs to the Eyak Lake Water Treatment Plant Roof and associated work as set forth in the attached RFP 06-13 (Exhibit A).

The contract price is not to exceed Two Hundred Eighty Two Thousand Seven Hundred and Seventy Dollars (\$282,770.00).

A summary of the nature and quantity of the performance the city shall receive is set forth in the attached RFP 06-13 (Exhibit A).

The time for performance is for all work to be completed is 8 weeks after notice to proceed is issued.

Recommended action: Voice Vote.

I move to direct the City Manager to enter into a contract with Eagle Contracting Corporation, to perform structural repairs to the Eyak Lake Water Treatment Plant Roof and associated work for a sum of Two Hundred Eighty Two Thousand Seven Hundred and Seventy Dollars (\$282,770.00).

Thank you,
Moe Zamarron
Acting City Manager

EXHIBIT A

City of Cordova
Cordova, Alaska
Eyak Lake Water Treatment Plant
Request for Proposal # 06-13
Eyak Lake Water Treatment Plant Structural Roof Repair
REQUEST FOR PROPOSAL

The City of Cordova is requesting written proposals from qualified Contractors interested in providing for demolition and replacement of the entire roof assembly at the City Of Cordova Eyak Lake Water Treatment Plant. Sealed proposals, plainly marked, "RFP #06-13 – Eyak Lake Water Treatment Plant Structural Roof Repair" addressed to the City Manager, City of Cordova, P.O. Box 1210, Cordova, AK 99574 will be accepted until 2:00 p.m. July 5th, 2013. PROPOSALS RECEIVED AFTER 2:00 P.M. WILL NOT BE CONSIDERED.

Copies of this RFP may be obtained from Josh Hallquist at Cordova City Hall, or by calling 424-6280. A mandatory pre-bid meeting will be held on 6-28-13 at the Eyak Lake Water Treatment Plant. The City of Cordova reserves the right to reject any and all proposals, to waive technical or legal deficiencies, to accept any proposal that is in the best interest of the City and to negotiate the terms and conditions of any proposal leading to acceptance and final execution of a contract for services.

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

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

I. INTENT OF SOLICITATION

The City of Cordova (City) is soliciting competitive proposals from qualified contractors to provide for demolition and replacement of the entire roof assembly at the Eyak Lake water treatment plant. The roof assembly includes the Ice and water shield membrane, structural decking, 2x10 roof framing, insulation, vapor barrier, GWB fire break, and plywood ceiling sheathing. The existing Glulam structural roof beams are in good condition and will not be removed save one beam on C line between column line 1 and 2. The EPDM roofing and flashing will be replaced under separate contract. The existing roof is collapsing due to extensive rotting initiated by roofing membrane failure. The intent is to replace the roof framing assembly as-per the original design. Additional service requirements will be found in SECTION III, SCOPE OF WORK.

II. BACKGROUND

The Eyak Water Treatment Plant is a working water treatment facility constructed in the 1980's. It is used to supplement the city water supply system during high usage or dry conditions. The roofing membrane has been leaking into the roof framing assembly for many years and has resulted in the partial collapse of the roof system. The roof is currently supported by temporary shoring in two locations. The plant will remain in operation during construction; however brief shut downs are anticipated to allow re-routing of electrical/mechanical piping as necessary. Shutdowns will be coordinated with the plant operator thru the COC project Manager. The plant is a secure facility that

must remain so during construction. It is anticipated the roof will be replaced in sections to maintain protection against rain/snow.

III. SCOPE OF WORK

Provide the necessary material, equipment, and labor to perform the following work activities: The following work activities are provided as a minimum scope of work and are not inclusive of all work activities that may be required to facilitate the demolition and replacement of the roof assembly. The original as-built record drawings have been included for reference.

- Install temporary lighting to support ongoing plant operations.
- Temporarily remove or support existing ceiling mounted lights, electrical conduit, mechanical piping, and all other ceiling mounted devices.
- Temporarily protect existing controls, control panels, electronic devices, pumps, electric motors, ect.. From dust contamination.
- Protect existing finishes as necessary from damage including piping and tanks.
- Demolish and replace all existing insulation, vapor barrier, GWB fire break, and plywood ceiling.
 - Note the Carbon room requires two layers of fire taped ½" GWB under the ½" plywood ceiling sheathing.
 - Note that all GWB requires fire taping.
 - Vapor barrier will be 6 mil poly.
 - Insulation will be R-22 and the 1-1/8" air space must be maintained as per the as-built design drawings.
- Demolish all existing roofing membrane
- Demolish existing ½" roof decking and replace with ¾" thick APA Rated Plywood roof decking
 - Roof nailing per "Roof Nailing Plan" on sheet S-5.
- Install Grace Ice and Water shield 40-mill self-adhesive roofing underlayment (or equivalent) over entire roof per manufactures specification.
 - Extend Grace down face of fascia and terminate with temporary batten strips.
 - The layer of grace will act as a temporary roof membrane until the roofing contractor (per separate contract) installs the EPDM roofing.
- Demolish and replace all existing roof framing (less GLB's) including blocking, vented blocking, and Simpson structural ties.
 - Existing Simpson structural ties shall be replaced with new, equivalent capacity, Simpson structural ties.
- Demolish and replace the existing GLB on C-line between column line 1 and 2 (see as-built drawing package for exact location, size, and length).
- Demolish and replace all soffit and fascia.
- Temporarily support existing thru roof stacks/vents and provide new roof penetrations.
- Roof sheathing nailing pattern, GLB size, Roof framing sizes, layouts, ect.. will be per the notated as-built design drawings.
- All wood debris will be disposed of at the City burn pile.
- All C&D debris will be disposed of at the City landfill.
 - There will be no dumping charge however the contractor is responsible to transport the material to the noted disposal locations.
- After completion of project clean interior of building including piping, ect to remove all traces of dust and debris.

- Painting will be per separate contract.
- Provide product data submittals for Owner approval prior to procurement of the following material:
 - Rated plywood roof decking
 - Roof decking Fasteners
 - Structural Wood framing members
 - GLB'S
 - 40-mill self-adhesive roofing underlayment
 - Simpson structural framing ties and fasteners
 - GWB
 - Interior Plywood ceiling cover
 - Insulation
 - Vapor Barrier (6 mill poly)
 - Soffit material
- Project will be subject to Title 36 Public Contracts Pamphlet 600 issue 26.

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

IV. SUBMITTAL REQUIREMENTS

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

1. Contractor Description. Provide a description and history of the Contractor emphasizing the Contractor's resources and expertise in the area(s) relevant to this RFP. In addition, identify the person(s) who has decision-making authority for the Contractor; and who will be the Contractor's primary contact person(s) with the City.
2. Proposals
 - Clearly state the total cost to the City for completion of all work.
 - Provide evidence of liability insurance, and worker's compensation insurance if applicable

V. SELECTION CRITERIA

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

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

- f. The bidder's past performance of financial obligations to the city. If at the time of award the bidder is delinquent, overdue or in default on the payment of any money, debt or liability to the city, the city manager shall consider the bidder to be not responsible.

Proposals will be opened at the front desk in City Hall on July 5th, 2013 at approximately 2:05 P.M. A contract may be awarded by City Council on July 17, 2013 if recommended by City Manager. The City of Cordova reserves the right to reject any and all proposals, to waive technical or legal deficiencies, to make such investigation as it deems necessary to evaluate Contractor's qualifications, to accept any proposal that may be deemed in the best interest of the City and to negotiate terms and conditions of any proposal leading to acceptance and final execution of a contract for services.

City of Cordova
Fiscal Note

Date: July 10, 2013

Agenda Date: July 17, 2013

Amount: \$282,770.00	Subject: Eyak Lake Water Treatment Plant Roof Repairs
Fiscal Impact: Yes	
Budgeted: Yes	Resolution/Ordinance #
From Account#: 654-410-70130 Construction (Grant) & #654-420-70130 Construction (Loan)	
To Account#:	
Prepared by: J. Stavig	

Expenditures	FY 2013	FY 2014	FY 2015
Contractual	\$282,770.00		
Supplies			
Equipment			
Travel			
Land/Structure			
Grants			
	FY 2013	FY 2014	FY 2015
Revenue			
Funding Source	FY 2013	FY 2014	FY 2015
General Fund			
State ADEC LT2 Compliance Grant	\$197,939.00		
State ADEC LT2 Compliance Loan	\$84,831.00		

Additional Information

Contract with Eagle Contracting Corp. to perform structural repairs to the Eyak Lake Water Treatment Plant Roof and associated work per RFP 06-13. Project to be funded with LT2 Compliance Grant funding and LT2 Compliance Loan funding from ADEC.

Pending agenda:

Providence Review/Evaluation of Management – discussion

Schedule Mikunda Cottrell to present the 2012 City Financial Audit – during a regular meeting in August? September?

Saw Mill Avenue Extension Project – P&Z options/recommendations

Capital Priorities List Meeting –**September 2013, December 2013, March 2014, June 2014**

Discussion of City Auditor RFP – **September 4, 2013** Regular Meeting

Committees:

Cordova Center Committee: Tim Joyce, Sylvia Lange, Dan Logan, Mark Lynch, Sam Greenwood, Moe Zamarron, Dave Reggiani, 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 George Wintle, vacancy, Jim Kacsh, Dick Groff, Mike Hicks, Tom Bailer

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

City Manager Assessment Committee: Cindy Bradford, Mark Frohnapfel, Don Sjostedt, Kelly Weaverling, EJ Cheshier, James Kacsh, Dave Reggiani

Calendars:

3 months of calendars are attached hereto
July 2013; August 2013; Sept 2013

July 2013

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library	<i>1</i>	<i>2</i>	<i>3</i> time tbd HSB LMR 7:30 reg mtg LMR	<i>4</i> Independence Day Offices Closed Street Party—First Street/Cordova Center front yard	<i>5</i>	<i>6</i>
<i>7</i>	<i>8</i> 5:30 Parks & Rec LMR	<i>9</i> 6:30 P&Z LMR	<i>10</i> Noon work session 7:00 Sch Bd HSL 7:00 Hrbr Cms CH	<i>11</i>	<i>12</i>	<i>13</i>
<i>14</i>	<i>15</i>	<i>16</i>	<i>17</i> 7:30 reg mtg LMR	<i>18</i>	<i>19</i> ——Clerk vaca——	<i>20</i>
<i>21</i>	<i>22</i> ——Clerk vaca——	<i>23</i> ——Clerk vaca——	<i>24</i> ——Clerk vaca——	<i>25</i> ——Clerk vaca——	<i>26</i> ——Clerk vaca——	<i>27</i>
<i>28</i>	<i>29</i> ——Clerk vaca——	<i>30</i> ——Clerk vaca——	<i>31</i>			Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library

August 2013

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
				<i>1</i>	<i>2</i>	<i>3</i>
<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i> 7:30 reg mtg LMR	<i>8</i>	<i>9</i>	<i>10</i>
<i>11</i>	<i>12</i> 5:30 Parks & Rec LMR	<i>13</i> 6:30 P&Z LMR	<i>14</i> 7:00 Sch Bd HSL 7:00 Hrbr Cms CH	<i>15</i>	<i>16</i>	<i>17</i>
<i>18</i>	<i>19</i>	<i>20</i>	<i>21</i> 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	<i>22</i>	<i>23</i>	<i>24</i>
<i>25</i>	<i>26</i>	<i>27</i>	<i>28</i> First day of School	<i>29</i>	<i>30</i>	<i>31</i>

September 2013

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