

**Mayor**  
James Kallander

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

**City Manager**  
Mark Lynch

**City Clerk**  
Susan Bourgeois

**Deputy Clerk**

**Student Council**

**REGULAR COUNCIL MEETING  
SEPTEMBER 05, 2012 @ 7:30 PM  
LIBRARY MEETING ROOM**

**AGENDA**



**A. CALL TO ORDER**

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

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

**C. ROLL CALL**

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

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

**E. DISCLOSURES OF CONFLICTS OF INTEREST**

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

1. Guest Speakers
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)

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

4. Proclamation of Appreciation to Keith van den Broek..... (page 1)
5. Council concurrence of Mayor's appointment of Council rep to P&R Commission..... (page 2)
6. Council concurrence of Mayor's appointment to Health Services Board..... (page 3)
7. Ordinance 1096..... (page 4)  
An ordinance of the City Council of the City of Cordova, Alaska, authorizing the conveyance to Shoreside Petroleum Inc. of Lot 1 and Tract D Alaska Tideland Survey No. 1598 Cordova Recording District – 1<sup>st</sup> reading
8. Resolution 09-12-39..... (page 26)  
A resolution of the City Council of the City of Cordova, Alaska, establishing contribution into the Mt. Eyak fund for the Cordova Public School District
9. Resolution 09-12-41..... (page 28)  
A resolution of the City Council of the City of Cordova, Alaska, approving Cordova Community Medical Center's (CCMC's) proposed FY13 operating budget

**H. APPROVAL OF MINUTES**

10. Minutes of 08-02-12 City Council Joint Work Session..... (page 31)
11. Minutes of 08-02-12 City Council Regular Meeting..... (page 33)
12. Minutes of 08-07-12 E-911 Committee Meeting..... (page 42)
13. Minutes of 08-07-12 City Council Special Meeting..... (page 44)
14. Minutes of 08-23-12 City Council Special Meeting..... (page 47)

**I. CONSIDERATION OF BIDS**

**J. REPORTS OF OFFICERS**

15. Mayor's Report
16. Manager's Report..... (page 49)
17. City Clerk's Report..... (page 50)
18. Staff Reports
  - a. Moe Zamarron, Director of Public Works, overall PWD spending plan..... (page 51)
  - b. Ashley Royal, Finance Director, monthly City financial reports..... (page 53)

c. Cathy Sherman, Cordova Center Phase I & II

**K. CORRESPONDENCE**

19. Letter from Sarnowski of USCG Sycamore thanking for fish donation 07-30-12..... (page 57)  
20. Letter from Brown in re King Salmon by-catch 08-22-12..... (page 58)  
21. Letter from Dart-Mclean of NVE requesting letter of support 08-29-12..... (page 60)

**L. ORDINANCES AND RESOLUTIONS**

22. Ordinance 1097..... (voice vote)(page 64)  
An ordinance of the City Council of the City of Cordova, Alaska, adopting Cordova Municipal Code Chapter 13.06 governing the creation of public and private road names and addresses and the display of such names and addresses in the City of Cordova, Alaska – 1<sup>st</sup> reading  
23. Resolution 09-12-40..... (voice vote)(page 73)  
A resolution of the City Council of the City of Cordova, Alaska, designating capital improvement projects (may be discussed in executive session)

**M. UNFINISHED BUSINESS**

**N. NEW & MISCELLANEOUS BUSINESS**

24. Council acceptance of E-911 Committee Recommendations..... (voice vote)(page 76)  
25. Health Care Housing Proposal..... (voice vote)(page 101)  
26. Council concurrence of Mayor's appointment of City Rep to PWSAC Board..... (voice vote)(page 103)  
27. Council right to protest transfer of liquor licenses - Anchor Bar & Liquor Store..... (voice vote)(page 105)  
beverage dispensary Lic #61and package store Lic #62  
28. Pending Agenda and Calendar..... (page 108)

**O. AUDIENCE PARTICIPATION**

**P. COUNCIL COMMENTS**

29. Council Comments

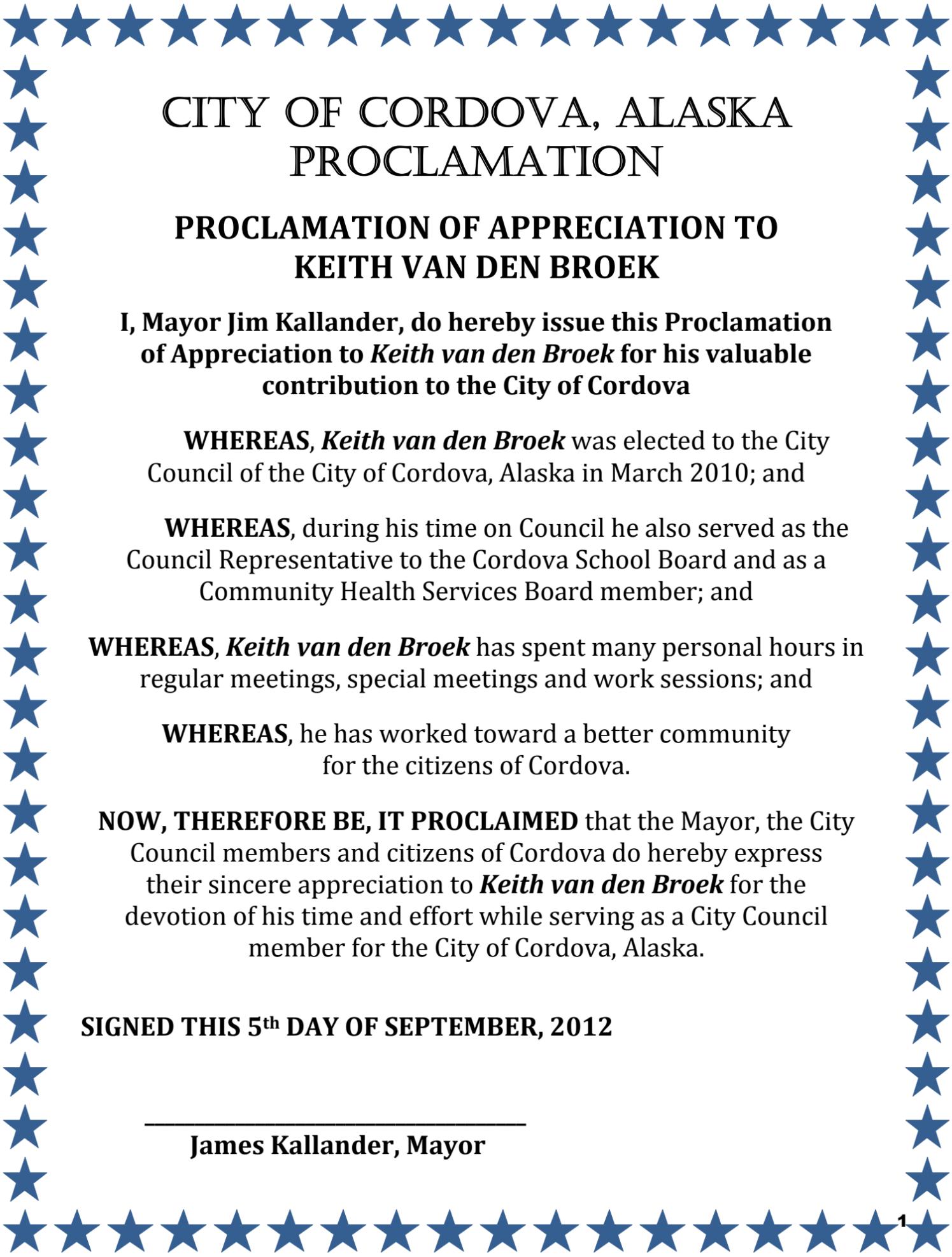
**Q. EXECUTIVE SESSION**

30. Possible executive session per item 23, lobbying strategies in re Capital Priorities  
31. City Attorney update to Council on hospital management  
32. City Attorney counsel regarding City of Cordova v. Michael R. Butler d/b/a Lake Avenue Florist, d/b/a Cordova Systems, and d/b/a Digital Health Exchange, Inc.  
33. City Manager goals and expectations

**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.

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CITY OF CORDOVA, ALASKA  
PROCLAMATION

**PROCLAMATION OF APPRECIATION TO  
KEITH VAN DEN BROEK**

**I, Mayor Jim Kallander, do hereby issue this Proclamation  
of Appreciation to *Keith van den Broek* for his valuable  
contribution to the City of Cordova**

**WHEREAS, *Keith van den Broek*** was elected to the City  
Council of the City of Cordova, Alaska in March 2010; and

**WHEREAS,** during his time on Council he also served as the  
Council Representative to the Cordova School Board and as a  
Community Health Services Board member; and

**WHEREAS, *Keith van den Broek*** has spent many personal hours in  
regular meetings, special meetings and work sessions; and

**WHEREAS,** he has worked toward a better community  
for the citizens of Cordova.

**NOW, THEREFORE BE, IT PROCLAIMED** that the Mayor, the City  
Council members and citizens of Cordova do hereby express  
their sincere appreciation to ***Keith van den Broek*** for the  
devotion of his time and effort while serving as a City Council  
member for the City of Cordova, Alaska.

**SIGNED THIS 5<sup>th</sup> DAY OF SEPTEMBER, 2012**

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**James Kallander, Mayor**

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## A MEMO FROM SUSAN BOURGEOIS, CITY CLERK

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DATE: August 23, 2012

TO: Mayor and City Council

SUBJECT: Filling Council Rep to Parks & Rec Vacancy

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Council concurred with Mayor Kallander's appointment of Bret Bradford as the new Council representative on the School Board at the August 2, 2012 Regular Meeting.

That appointment left a vacancy in the role of Council representative to the Parks and Recreation Commission. Mayor Kallander asked for a Council member to volunteer for that position and Council Member Jim Kacsh agreed to fill that vacancy. Council concurrence of that appointment is now before the Council for this September 5, 2012 meeting.

RECOMMENDED MOTION: Move to approve Mayor Kallander's appointment of Jim Kacsh to serve as the City Council's representative on the Parks and Recreation Commission.

REQUIRED ACTION: Unanimous roll call vote on the consent calendar or majority voice vote.

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## A MEMO FROM SUSAN BOURGEOIS, CITY CLERK

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DATE: August 27, 2012  
TO: Mayor and City Council  
SUBJECT: Health Services Board

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***Keith van den Broek*** has resigned from the Health Services Board. ***Mayor Kallander*** would like to appoint ***Tim Joyce*** to fill the vacancy that this resignation has created.

RECOMMENDED MOTION: Move to approve Mayor Kallander's appointment of Tim Joyce to the HSB.

REQUIRED ACTION: Majority voice vote.

# Memorandum

**To:** City of Cordova City Council  
**From:** Sam Greenwood, City Planner  
**Date:** 8/31/2012  
**Re:** Ordinance 1096 authorizing conveyance to Shoreside Petroleum Inc. of Lot 1, (formerly known as Orca Lease Lot Plat 2002-6) and Tract D Alaska Tidelands Survey 1589

## **PART I. GENERAL INFORMATION:**

The timeline of the disposal to Shoreside Petroleum Inc. of Lot 1, (formerly known as Orca Lease Lot Plat 2002-6) and Tract D Alaska Tidelands Survey 1589

1. June 14, 2011; Planning and Zoning Commission recommended disposing of the lots
2. June 28<sup>th</sup>, 2011; City Council elected to sell the lots by direct negotiation.

At this time the Purchase Agreement, Quit Claim Deeds and Ordinance to convey Shoreside Petroleum Lot 1, (formerly known as Orca Lease Lot Plat 2002-6) and Tract D Alaska Tidelands Survey 1589 is presented to City Council for their review. The plat is currently in the process of being recorded (may be recorded by the time of this meeting) and documents will not be signed until the plat is recorded.

## **Recommended Motion**

### **Motion for approval:**

"I move to adopt Ordinance 1096."

**CITY OF CORDOVA  
ORDINANCE 1096**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
AUTHORIZING THE CONVEYANCE TO SHORESIDE PETROLEUM OF LOT 1  
AND TRACT D ALASKA TIDELAND SURVEY NO. 1598 CORDOVA  
RECORDING DISTRICT**

**WHEREAS**, pursuant to CMC 5.22.060(A)(1), the City Council directed the City Manager to negotiate directly the disposal of Lot 1 and Tract D Alaska Tideland Survey No. 1598, Cordova Recording District, Third Judicial District, State of Alaska. (the “Property”) with Shoreside Petroleum Inc. (the “Purchaser”); and

**WHEREAS**, it is in the best interests of the City to sell the Property to the Purchaser for not less than its appraised fair market value, and the purchase price for the Property is not less than its appraised fair market value; and

**WHEREAS**, the form of a Purchase and Sale Agreement and its attachments to be executed in connection with the disposal of the Property by the City is attached to this Ordinance and it appears that such documents are in appropriate form and are appropriate instruments for the purposes intended.

**BE IT ORDAINED** by the City Council of the City of Cordova, that:

Section 1. The City Manager is authorized and directed to convey the Property to Purchaser in accordance with the terms in the Purchase and Sale Agreement. The form and content of the Purchase and Sale Agreement and its attachments now before this meeting are in all respects authorized, approved and confirmed by this ordinance, and the City Manager hereby is authorized, empowered and directed to execute and deliver the Purchase and Sale Agreement and its attachments reflecting the terms in the Purchase and Sale Agreement on behalf of the City, in substantially the form and content now before this meeting but with such changes, modifications, additions and deletions therein as he shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said documents now before this meeting, and from and after the execution and delivery of said documents, the City Manager hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the documents as executed.

Section 2. The disposal of the Property authorized by this ordinance is subject to the requirements of City Charter Section 5-17. Therefore, if one or more referendum petitions with signatures are properly filed within one month after the passage and publication of this ordinance, this ordinance shall not go into effect until the petition or petitions are finally found to be illegal and/or insufficient, or, if any such petition is found legal and sufficient, until the ordinance is approved at an election by a majority of the qualified voters voting on the question.

If no referendum petition with signatures is filed, this ordinance shall go into effect one month after its passage and publication.

1<sup>st</sup> reading: September 5, 2012

2<sup>nd</sup> reading and public hearing: September 19, 2012

**PASSED AND APPROVED THIS 19<sup>th</sup> DAY OF SEPTEMBER 2012.**

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James Kallander, Mayor

ATTEST:

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Susan Bourgeois, City Clerk

**PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is entered into as of October \_\_\_, 2012 (the “Effective Date”), by and between the CITY OF CORDOVA, an Alaska municipal corporation (“Seller”), whose address is P. O. Box 1210, Cordova, Alaska 99574, and SHORESIDE PETROLEUM, INC., an Alaska corporation (“Purchaser”), whose address is P. O. Box 1189, Seward, Alaska 99664-1189.

WHEREAS, Seller is the owner of certain real properties located in the City of Cordova, Alaska, more particularly described in Exhibit A; attached hereto and made a part hereof (the “Property”); and

WHEREAS, Purchaser desires to buy from Seller, and Seller desires to sell to Purchaser, the Property, subject to and in accordance with the terms and provisions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein by this reference), the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

**1. Purchase and Sale.** Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller, all of Seller’s right, title and interest in and to that certain property located in the Cordova Recording District, Third Judicial District, State of Alaska, which is more particularly described on Exhibit A attached hereto and incorporated herein by reference, together with any and all improvements thereon, and all rights, privileges, easements and appurtenances thereto (the “Property”).

**2. Purchase Price.** The purchase price for the Property is TWO HUNDRED FIFTY TWO THOUSAND and SEVENTY-SIX DOLLARS (\$252,076) (\$245,014 for Parcel A and \$7,062 for Parcel B) plus all of Seller’s fees and costs associated with the sale of the Property to purchaser (the “Purchase Price”). The Purchase Price shall be paid to Seller by Purchaser as follows:

a. Within five (5) business days after execution of this Agreement by all parties, Purchaser shall deposit a fully executed copy of this Agreement, and the sum of FIVE THOUSAND DOLLARS (\$5,000.00) as an earnest money deposit (the “Deposit”), in escrow (“Opening of Escrow”) with Pacific Northwest Title of Alaska, Inc. (“Escrow Agent”).

b. In the event the purchase and sale of the Property is consummated as contemplated hereunder, the Deposit shall be retained by Seller and credited against the Purchase Price at Closing, or otherwise disbursed in accordance with this Agreement.

c. The balance of the Purchase Price over and above the amount paid by or credited to Purchaser pursuant to Section 2(b) above shall be paid to Seller in immediately available funds at the Closing (as defined below in Section 5).

**3. Title.**

a. Seller shall order from Pacific Northwest Title of Alaska, Inc., ("Title Company"), and shall deliver to Purchaser within ten (10) days following the Opening of Escrow, a preliminary title report pertaining to the Property (the "Commitment").

b. Within fifteen (15) days after the delivery of the Commitment, Purchaser shall notify Seller in writing of any title exceptions identified in the Commitment of which Purchaser disapproves. Any exception not disapproved in writing within the fifteen (15) day period shall be deemed approved by Purchaser, and shall constitute a "Permitted Exception." Purchaser and Seller hereby agree that all non-delinquent property taxes and assessments shall also constitute "Permitted Exceptions." Within ten (10) days after receipt of Purchaser's written notice of disapproved title exceptions, if any, Seller shall notify Purchaser in writing of any disapproved title exceptions which Seller is unable or unwilling to cause to be removed prior to or at Closing. Seller's failure to give such notice shall be deemed an election not to remove any disapproved title exceptions. With respect to such exceptions, Purchaser shall elect, by giving written notice to Seller and Escrow Agent within ten (10) days thereafter, (x) to terminate this Agreement, or (y) to waive its disapproval of such exceptions, in which case the exceptions shall be deemed to be Permitted Exceptions. Purchaser's failure to give written notice shall be deemed an election to waive the disapproval of any such exception. In the event Purchaser elects to terminate this Agreement in accordance with clause (x) above, the Deposit, without interest, shall be immediately refunded to Purchaser; provided, however, that Purchaser shall be responsible for any title or escrow cancellation fees.

**4. Due Diligence.**

a. Purchaser shall have until the expiration of the Due Diligence Period to investigate the Property to determine if it is suitable for Buyer's purposes. The Due Diligence Period shall commence upon the date this Agreement is signed by all parties and shall expire at 5:00 PM on \_\_\_\_\_, 2012 unless otherwise agreed by the parties.

b. During the Due Diligence Period, Purchaser may at its expense, conduct soils tests, environmental assessments, traffic studies, feasibility of excavation permits, physical inspections and any other analyses or evaluations (hereafter collectively "Evaluations") that Purchaser desires. Purchaser shall restore the Property to the condition it was in prior to the Evaluations, and Purchaser shall indemnify, defend and

hold Seller harmless against any claims, costs, or liabilities related to or arising out of any Evaluations that Purchaser conducts or has conducted on the Property during the Due Diligence Period.

c. In the event this sale does not close after the end of the Due Diligence Period, then the escrow agent shall be authorized, prior to releasing the Earnest Money, to pay all outstanding cancellation and escrow fees due to it from the Earnest Money.

**5. Closing.** The purchase and sale contemplated herein shall close on or before sixty (60) days from the date of this Agreement (the “Closing”) or on such other specific date and time mutually agreed to by the parties. As used herein, the term “Closing” means the date and time that the Deed is recorded in the Cordova Recording District, Third Judicial District, State of Alaska (the “Official Records”). The Closing shall occur at the offices of the Escrow Agent.

**6. Closing Costs.** Purchaser shall pay the fee for recording the Deed, the premium for the Title Policy, and for all fees and costs Seller incurs to third-parties in the transaction, including without limitation costs of appraisal, attorney’s fees and costs, surveying and platting fees and costs, closing costs and escrow fees. Purchaser shall bear the expense of its own counsel. Unless otherwise specified herein, if the sale of the Property contemplated hereunder does not occur because of a default on the part of Purchaser, all escrow cancellation and title fees shall be paid by Purchaser; if the sale of the Property does not occur because of a default on the part of Seller, all escrow cancellation and title fees shall be paid by Seller.

**7. Taxes and Assessments.** Real property taxes and installments for special assessments, if any, that are due and payable to the Municipality of Cordova as of the date of the Closing shall be paid as of the date of Closing. Seller shall be responsible for paying all real estate taxes due before the date of closing and Buyer shall be responsible for paying for all other taxes against the Property from and after the date of the Closing.

**8. Option to Repurchase Tidelands.** Seller has the right to repurchase the tidelands (Parcel B) from Purchaser for its fair market value as determined by a mutually agreed upon appraiser if (1) Purchaser goes bankrupt or (2) ceases to use Parcel B in connection with Purchaser’s fueling dock.

**9. Seller’s Representations and Warranties.** Seller represents and warrants to Purchaser that the following matters are true and correct as of the execution of this Agreement and also will be true and correct as of Closing:

a. Seller has the right, power, legal capacity, and authority to enter into, and perform its obligations under this Agreement, and no approvals or consents of any other persons or entities are necessary. Seller is not in default, and the execution and

delivery of this Agreement by Seller will not constitute a default or an event that, with notice or lapse of time or both, would be a default, breach or violation of any mortgage, lease, deed of trust, note, judgment, injunction, order or decree, or other instrument relating to the Property or binding upon Seller. There are no outstanding agreements (written or oral) that are binding upon Seller and pursuant to which Seller (or any predecessor to or authorized agent of Seller) have agreed to sell or have granted an option to purchase the Property (or any part thereof) to any party other than the Purchaser.

b. Except as set forth in the Title Commitment, there are no outstanding assessments or special taxes due, and Seller has no knowledge of any pending or threatened assessments affecting the Property.

c. To the best of the Seller's knowledge, the Seller has not received notice within the past two years of any existing violation of any provision of any applicable building, zoning, subdivision, environmental, or other governmental ordinance, statute, order, or regulation with respect to the ownership, use, or condition of the Property or any part thereof, and requiring any repairs or alterations or other remediation other than those that have been made prior to the date hereof.

d. To the best of Seller's knowledge, Seller has not received notice of any condemnation or eminent domain proceedings that are currently pending or threatened against the Property.

e. To the best of the Seller's knowledge, there is no action, suit, or proceeding pending against or affecting the Seller in any court or before or by any Governmental Body which (i) affects the validity or enforceability of this Agreement, (ii) could prohibit the Seller from performing its obligations hereunder or under any document to be delivered pursuant hereto, or (iii) could materially adversely affect the Property or the use, operation, condition, or occupancy thereof.

f. This Agreement is, and all the documents executed by Seller which are to be delivered to Purchaser at the Closing will be, legal, valid, and binding obligations and enforceable against Seller in accordance with their respective terms and does not and will not violate any provisions of any agreement to which Seller is a party or to which it or the Property is subject.

**10. Representations, Warranties and Covenants of Purchaser.** Purchaser represents and warrants to Seller that the following matters are true and correct as of the execution of this Agreement and also will be true and correct as of the Closing:

a. This Agreement is, and all the documents executed by Purchaser which are to be delivered to Seller at the Closing will be, duly authorized, executed, and delivered by Purchaser, and is and will be legal, valid, and binding obligations of Purchaser enforceable against Purchaser in accordance with their respective terms and do

not and will not violate any provisions of any agreement to which either Purchaser is a party or to which they are subject.

b. To the best of the Purchaser's knowledge, the execution and delivery of, and the performance by Purchaser of its obligations under, this Agreement does not contravene, or constitute a default under, any agreement, judgment, injunction, order, or decree binding upon Purchaser.

c. To the best of the Purchaser's knowledge, there is no action, suit, or proceeding pending against or affecting the Purchaser in any court or before or by any Governmental Body which (i) affects the validity or enforceability of this Agreement, or (ii) could prohibit the Purchaser from performing its obligations hereunder, or under any document to be delivered pursuant hereto.

d. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, PURCHASER AGREES THAT THE PROPERTY IS TO BE SOLD TO AND ACCEPTED BY PURCHASER "AS IS" AND "WHERE IS", WITH ALL FAULTS, IF ANY, INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND SELLER DOES HEREBY DISCLAIM ANY AND ALL WARRANTIES, AND MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED OF ANY KIND TO PURCHASER INCLUDING, WITHOUT LIMITATION, WARRANTIES RELATING TO THE PHYSICAL CONDITION OF THE LAND, IMPROVEMENTS, AND ANY PERSONAL PROPERTY, OR THE HABITABILITY OF THE PROPERTY, IMPROVEMENTS OR PERSONAL PROPERTY, OR THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE.

e. PURCHASER COVENANTS, REPRESENTS AND WARRANTS THAT (i) PURCHASER HAS INSPECTED OR WILL INSPECT THE PROPERTY AND ALL IMPROVEMENTS THEREON PRIOR TO CLOSE OF ESCROW, AND ALL OTHER MATTERS RELATING THERETO WHICH BUYER DESIRES; (ii) NEITHER SELLER NOR ANYONE ON SELLER'S BEHALF HAS MADE, OR IS MAKING, ANY REPRESENTATIONS OR WARRANTIES RESPECTING THE PROPERTY OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, IF ANY; (iii) PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND ALL MATTERS PERTAINING THERETO; INCLUDING BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE DISCLOSURE DOCUMENTS; AND (iv) EXCEPT AS EXPRESSLY SET FORTH HEREIN, PURCHASER IS BUYING THE PROPERTY "AS IS".

f. PURCHASER ACKNOWLEDGES AND AGREES FURTHER THAT IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT

LIMITED TO, CLAIMS FOR LOSS OF USE, RENTS, ANTICIPATED PROFIT OR BUSINESS OPPORTUNITY, OR BUSINESS INTERRUPTION, DIMINUTION IN VALUE, OR MENTAL OR EMOTIONAL DISTRESS OR FEAR OF INJURY OR DISEASE BY PURCHASER OR ANY THIRD PARTY.

g. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, ANY REPORTS, REPAIRS OR WORK REQUIRED BY PURCHASER ARE THE SOLE RESPONSIBILITY OF PURCHASER, AND PURCHASER AGREES THAT THERE IS NO OBLIGATION ON THE PART OF THE SELLER TO MAKE ANY CHANGES, ALTERATIONS OR REPAIRS TO THE PROPERTY, OR TO CURE ANY VIOLATIONS OF LAW OR TO COMPLY WITH THE REQUIREMENTS OF ANY INSURER. PURCHASER IS SOLELY RESPONSIBLE FOR OBTAINING ANY CERTIFICATE OF OCCUPANCY OR ANY OTHER APPROVAL OR PERMIT NECESSARY FOR TRANSFER OR OCCUPANCY OF THE PROPERTY AND FOR ANY REPAIRS OR ALTERATIONS NECESSARY TO OBTAIN THE SAME, ALL AT PURCHASER'S SOLE COST AND EXPENSE. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSE OF ESCROW AND SHALL NOT BE DEEMED MERGED INTO ANY INSTRUMENT OR CONVEYANCE DELIVERED AT THE CLOSE OF ESCROW.

**11. Conditions Precedent to Closing.**

a. The following shall be conditions precedent to Seller's obligation to consummate the purchase and sale transaction contemplated herein (the "Seller's Conditions Precedent"):

i. Purchaser shall not have terminated this Agreement in accordance with Section 4, Section 16 or Section 17 of this Agreement within the time periods described in said Sections.

ii. Purchaser shall have delivered to Escrow Agent, prior to or at the Closing, for disbursement as directed hereunder, all cash or other immediately available funds due from Purchaser in accordance with this Agreement.

iii. There shall be no uncured breach of any of Purchaser's representations or warranties set forth in Section 10, as of the Closing.

iv. Purchaser shall have delivered to Escrow Agent the items described in Section 14.

v. The timely performance by Purchaser of each and every obligation imposed upon Purchaser hereunder.

vi. Purchaser shall have signed a lease agreement with Seller for use of a portion of Seller's city dock for Purchaser's fuel lines.

The conditions set forth in this Section 11(a) are solely for the benefit of Seller and may be waived only by Seller and only in writing. Seller shall, at all times have the right to waive any of these conditions.

b. The following shall be conditions precedent to Purchaser's obligation to consummate the purchase and sale transaction contemplated herein (the "Purchaser's Conditions Precedent"):

i. Purchaser shall not have terminated this Agreement in accordance with Section 4, Section 16 or Section 17 of this Agreement within the time periods described in said Sections.

ii. Title Company shall be committed to issue, at the Closing, an owner's policy of title insurance (the "Title Policy"), insuring Purchaser's interest in the Property, dated the day of the Closing, with liability in the amount of the Purchase Price, subject only to the Permitted Exceptions.

iii. There shall be no uncured breach of any of Seller's representations or warranties as set forth in Section 9 or the covenants as set forth in Section 12, as of the Closing.

iv. Seller shall have delivered the items described in Section 13.

v. The timely performance by Seller of each and every obligation imposed upon Seller hereunder.

vi. Seller shall have signed a lease agreement with Purchaser for use of a portion of Seller's city dock for Purchaser's fuel lines.

The conditions set forth in this Section 11(b) are solely for the benefit of Purchaser and may be waived only by Purchaser and only in writing. Purchaser shall, at all times have the right to waive any of these conditions.

**12. Covenants of Seller.** Seller hereby covenants with Purchaser, as follows:

a. After the date hereof and prior to the Closing, no part of the Property, or any interest therein, will be voluntarily sold, mortgaged, encumbered, leased or otherwise transferred without Purchaser's consent which may be withheld in their sole and absolute discretion.

b. Seller agrees to notify Purchaser promptly of the occurrence of any event which violates any covenant set forth in this Section 12.

**13. Seller's Closing Deliveries.** At or prior to the Closing, Seller shall deliver to Escrow Agent the following:

- a. A Quitclaim Deed in the form attached hereto as Exhibit B, executed by Seller conveying the Property to Purchaser (the "Deed").
- b. A closing statement prepared by the Title Company itemizing and approving all receipts and disbursements made in connection with Closing.
- c. Any other documents, instruments or agreements reasonably necessary to effectuate the transaction contemplated by this Agreement.

**14. Purchaser's Closing Deliveries.** At or prior to the Closing, Purchaser shall deliver to Escrow Agent the following:

- a. The balance of the Purchase Price, together with such other sums as Escrow Agent shall require to pay Purchaser's share of the Closing costs, prorations, reimbursements and adjustments as set forth in Section 6 and Section 15, in immediately available funds.
- b. Any other documents, instruments or agreements reasonably necessary to effectuate the transaction contemplated by this Agreement.

**15. Prorations and Adjustments.** The following shall be prorated and adjusted between Seller and Purchaser as of the day of the Closing, except as otherwise specified:

- a. General real estate, personal property and ad valorem taxes and assessments, and any improvement or other bonds encumbering the Property, for the current tax year for the Property. Purchaser is not responsible for delinquent real estate taxes, personal property taxes, ad valorem taxes, or assessments arising prior to Closing.
- b. Utility charges, if any. Purchaser acknowledges and agrees that Seller shall be entitled to all refunds of utility deposits with respect to the Property and that such amounts are not to be assigned to Purchaser in connection with the sale of the Property. However, Purchaser will be responsible for any additional assessments effective prior to Closing, of which notice is received after Closing.

For purposes of calculating prorations, Purchaser shall be deemed to be in title to the Property, and, therefore entitled to the income therefrom and responsible for the expenses thereof for the entire day upon which the Closing occurs. All such prorations shall be made on the basis of the actual number of days of the month which shall have elapsed as of the day of the Closing and based upon the actual number of days in the month and a three hundred sixty-five (365) day year. In no event will there be any proration of insurance premiums under Seller's existing policies of insurance relating to the Property,

and Purchaser acknowledges and agrees that none of Seller's insurance policies (or any proceeds payable thereunder) will be assigned to Purchaser at the Closing, and Purchaser shall be solely obligated to obtain any and all insurance that they deem necessary or desirable. The provisions of this Section 15 shall survive the Closing.

**16. Risk of Loss.** If prior to Closing, any portion of the Property is subject to a taking, or eminent domain proceedings are commenced, by public authority (other than Seller) against all or any portion of the Property, Purchaser shall have the right, exercisable by giving notice to Seller within ten (10) business days after receiving written notice of such taking (but in any event prior to the Closing), either (i) to terminate this Agreement, in which case neither party shall have any further rights or obligations hereunder (except as may be expressly provided to the contrary elsewhere in this Agreement), and any money (including, without limitation, the Deposit) or documents in escrow shall be returned to the party depositing the same, and Purchaser and Seller each shall be responsible for one-half of any title or escrow cancellation fee, or (ii) to accept the Property in its then condition, without any abatement or reduction in the Purchase Price, and receive an assignment of all of Seller's rights to any condemnation award payable by reason of such taking. Purchaser's failure to elect timely shall be deemed an election to proceed under clause (ii). If Purchaser elects to proceed under clause (ii) above, Seller shall not compromise, settle or adjust any claims to such award without Purchaser's prior written consent. As used in this Section 16 "taking" shall mean any transfer of the Property or any portion thereof to a governmental entity (other than Seller) or other party with appropriate authority, by exercise of the power of eminent domain.

**17. Default.**

a. No party shall be deemed to be in default hereunder unless such party fails to cure an alleged default within ten (10) days after receipt from the other party of written notice thereof; provided, however, that (i) if such alleged default is not susceptible of being cured within the ten (10) day period, the party shall not be deemed in default hereunder so long as the party commences to cure the alleged default within the ten (10) day period and diligently prosecutes the same to completion within thirty (30) days; and (ii) no notice shall be required or cure period permitted in the event the alleged default is a failure to close the transaction contemplated hereby at the Closing.

b. Any breach of the lease agreement for Purchaser's use of a portion of Seller's city dock shall constitute a breach of this agreement.

c. In the event of a default by Seller, Purchaser shall be entitled, in addition to any and all other remedies to which Purchaser may be entitled at law or in equity, (i) to terminate this Agreement by written notice to Seller, in which event the Deposit shall be returned to Purchaser and neither party shall have any further rights, obligations, or liabilities hereunder, or (ii) to enforce Seller's obligations hereunder by a suit for specific performance, in which event Purchaser shall be entitled to such

injunctive relief as may be necessary to prevent Seller's disposition of the Property pending final judgment in such suit.

d. In the event of a default by Purchaser, Seller shall be entitled, as Seller's sole and exclusive remedy, to terminate this Agreement by written notice to Purchaser, in which event, the Deposit shall be retained by Seller as liquidated damages; thereafter, neither party shall have any further rights, obligations, or liabilities hereunder. The parties acknowledge and agree that the actual damages in such event are uncertain in amount and difficult to ascertain, and that said amount of liquidated damages was reasonably determined.

## **18. Escrow.**

a. Instructions. Within five (5) business days after execution of this Agreement, Purchaser shall deposit a copy of this Agreement executed by both Purchaser and Seller with Escrow Agent. This Agreement, together with such further instructions, if any, as the parties shall provide to Escrow Agent by written agreement, shall constitute the escrow instructions. If any requirements relating to the duties or obligations of Escrow Agent hereunder are not acceptable to Escrow Agent, or if Escrow Agent requires additional instructions, the parties hereto agree to make such deletions, substitutions and additions hereto as Seller and Purchaser shall mutually approve, which additional instructions shall not substantially alter the terms of this Agreement unless otherwise expressly agreed to by Seller and Purchaser.

b. Deposits into Escrow. Seller shall make its deliveries into escrow in accordance with Section 13. Purchaser shall make his deliveries into escrow in accordance with Section 14. Escrow Agent is hereby authorized to close the escrow only if and when: (i) Escrow Agent has received all items to be delivered by Seller and Purchaser pursuant to Sections 13 and 14; and (ii) Title Company can and will issue the Title Policy concurrently with the Closing.

c. Close of Escrow. Provided that Escrow Agent shall not have received written notice in a timely manner from Purchaser or Seller of the failure of any condition to the Closing or of the termination of the escrow, and if and when Seller and Purchaser have deposited into escrow the matters required by this Agreement and Title Company can and will issue the Title Policy concurrently with the Closing, Escrow Agent shall:

i. Deliver to Seller the Purchase Price, after satisfying the Closing costs, prorations and adjustments to be paid by Seller pursuant to Section 14 and Section 15, respectively.

ii. Deliver to Purchaser the Deed by causing it to be recorded in the Official Records of the Cordova Recording District, Third Judicial District, State of

Alaska and immediately upon recording delivering to Purchaser a conformed copy of the Deed.

iii. Deliver to Purchaser any funds deposited by Purchaser, and any interest earned thereon, in excess of the amount required to be paid by Purchaser hereunder.

iv. Deliver the Title Policy issued by Title Company to Purchaser.

**19. Reciprocal Indemnification.**

a. Seller hereby agrees to indemnify, hold harmless and defend Purchaser from and against any and all loss, damage, claim, cost and expense and any other liability whatsoever, including without limitation reasonable attorneys' fees, charges and costs, incurred by Purchaser by reason of Seller's breach of any covenants, representations or warranties of Seller contained in this Agreement which survive the Closing.

b. Purchaser hereby agrees to indemnify, hold harmless and defend Seller from and against any and all loss, damage, claim, cost and expense and any other liability whatsoever, including without limitation reasonable attorneys' fees, incurred by Seller by reason of: (i) Purchaser's breach of any covenants, representations or warranties of Purchaser contained in this Agreement which survive the Closing, or (ii) without limiting the generality of the foregoing, Purchaser's failure to duly perform the Assumed Liabilities. The Assumed Liabilities include: (i) Seller's obligations and liabilities with respect to the Property or its operation which are expressly assumed in writing by Purchaser pursuant to this Agreement or documents delivered at Closing; and (ii) any expenses, liabilities or obligations relating to the Property or its operation arising from acts, omissions, occurrences or matters that take place on or after the Closing or during the time Purchaser leased part or all of the Property from Seller.

**20. General Provisions.**

a. Authority. Each individual executing this Agreement hereby represents and warrants that he or she has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he or she is executing this Agreement to the terms hereof.

b. Time of Essence. Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which such period of time runs shall be excluded, and the last day

of such period shall be included, unless it is a Saturday, Sunday or legal holiday, in which case the period shall be deemed to run until the end of the next business day.

c. Brokers. Seller represents and warrants to Purchaser, and Purchaser represents and warrants to Seller, that there is no broker, finder, or other intermediary of any kind with whom such party has dealt in connection with the transaction contemplated hereby, and each party agrees to indemnify, defend, and hold harmless the other from any claim made by any broker or agent alleging entitlement to any fee or commission as a result of having dealt with the indemnifying party.

d. Entire Agreement. This Agreement, including all exhibits attached hereto, a the lease agreement between Seller and Purchaser signed contemporaneously with this Agreement, constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants with respect thereto not contained herein.

e. Amendment. This Agreement may be amended or modified only by a written instrument executed by all of the parties hereto.

f. Waiver. No waiver of any condition or provision of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be deemed or construed as a waiver of any other or similar provision or of any future event, act, or default.

g. Severability. If any provision of this Agreement is deemed unenforceable in whole or part, such provision shall be limited to the extent necessary to render the same valid or shall be deemed excised from this Agreement and replaced by a valid provision as close in meaning and intent as the excised provision, as circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited or as so replaced, as the case may be.

h. Headings. Headings of articles and sections herein are for convenience of reference only and shall not be construed as part of this Agreement.

i. Binding Nature. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

j. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

k. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute a single instrument.

l. Construction. In no event shall this Agreement be construed more strongly against any one person solely because such person or its representative acted as draftsman hereof, it being acknowledged by the parties hereto that both have been represented by competent legal counsel, that this Agreement has been subject to substantial negotiation, and that all parties have contributed substantially to the preparation of this Agreement.

m. Notice. Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

Seller:	City of Cordova Attn: City Manager P. O. Box 1210 Cordova, Alaska 99574
Purchaser:	Shoreside Petroleum Inc. Attn: Kurt R. Lindsey, President 2102 E 3 <sup>rd</sup> Avenue Anchorage, Alaska 99507
Escrow Agent:	First American Title. 3035 C Street Anchorage, Alaska 99503
Title Company:	First American Title. 3035 C Street Anchorage, Alaska 99503

Any party may change its address for notice by written notice given to the other in the manner provided in this Section. Any such communication, notice or demand shall be deemed to have been duly given or served on the date three (3) days after being placed in the U.S. Mail.

n. Further Acts. The parties agree to execute such instructions to Escrow Agent and Title Company and such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement on terms mutually acceptable to Purchaser and Seller.

o. Venue. Any disputes related to this Agreement will be heard by the

Superior Court for the State of Alaska, Third Judicial District, in Anchorage, Alaska.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

SELLER: CITY OF CORDOVA

By: \_\_\_\_\_  
Mark Lynch, City Manager

STATE OF ALASKA                    )  
  ) ss:  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012, by Mark Lynch, 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: \_\_\_\_\_

PURCHASER: SHORESIDE PETROLEUM INC.

By: \_\_\_\_\_  
Kurt R. Lindsey, President

STATE OF ALASKA                    )  
  ) ss:  
THIRD JUDICIAL DISTRICT    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012, by Kurt R. Lindsey, President of Shoreside Petroleum Inc. an Alaska corporation.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires:\_\_\_\_\_

**EXHIBIT A**  
Legal Description of the Property

Parcel A

Record of Survey, Shoreside Petroleum Lot 1,  
(Formerly known as Orca Lease Lot Plat 2002-6) according to the official  
map and plat thereof, Record of Survey XX\_XX, on file in the office of the  
recorder, Cordova Recording District, Third Judicial District, State of  
Alaska.

Orca Oil Company Lot 1; Being part of Alaska Tideland Survey Number 220 as recorded in Plat 1-25 in the Cordova Recording District on June 8, 1964. Said point shown as the southwesterly corner of Orca lease lot on Plat 2002-06 recorded in the Cordova Recording District on May 30, 2002. Also said point is located on the northerly line of "Tract D" of said Plat 2002-06 said point also being N 54°49'51" W a distance of 10.82' from a point identified on Plat 2002-06 as "S5," which is the point of beginning. Thence N 54°53'25" W along westerly line of Orca Oil Company Lot 1 which follows along ATS 220 a distance of 261.90' to a point; said point being S 54°54'20" E a distance of 67.89' from a marked "X" on bull rail as noted on Plat 2002-06. Thence N 34°25'26" E which runs along ATS 220 a distance of 286.54' to a point; said point being S 34°25'26" W a distance of 1.36' from a brass rod as shown on Plat 2002-06. Thence S 55°42'12" E a distance of 64.81' to a point; said point also being a point on the northerly line of "Tract D" as shown on Plat 2002-06. Thence S 34°17'32" W along the northerly line of Tract D a distance of 16.23' to a point; thence S 55°49'15" E along the westerly line of Tract D a distance of 24.71' to a 2" aluminum cap monument marked as "2002 WP ROW 4469-S"; thence S 55°40'27" E along the westerly line of Tract D a distance of 100.92' to a 2" aluminum cap monument marked as "2002 PC ROW 4469-S"; thence with a curve turning to the right with an arc length of 102.34', with a radius of 65.35', with a chord bearing of S 10°49'45" E, with a chord length of 92.20', along the westerly line of Tract D to top of fence post as shown on Plat 2002-06. Thence S 34°02'36" W along the northerly line of Tract D a distance of 158.89' to a 2" aluminum cap monument marked as "2002 PT ROW 4469-S"; thence with a curve turning to the left with an arc length of 50.38', with a radius of 275.21', with a chord bearing of S 28°51'43" W, with a chord length of 50.31' along the northerly line of Tract D, which is the Point of Beginning, having an area of 70003.83 square feet, 1.607 acres.

Parcel B

Alaska Tidelands Survey No.1598 –  
creating Tract D Alaska Tidelands Survey 1589 according to the official  
map and plat thereof, Plat XX\_XX on file in the office of the recorder,  
Cordova Recording District, Third Judicial District, State of Alaska.

Tract D Alaska Tidelands Survey 1589. Fuel terminal lot on and through City of Cordova pier. Being part of Alaska Tideland Survey Number 220 as recorded in Plat 1-25 in the Cordova Recording District on June 8, 1964. Also being part of Alaska Tideland Survey Number 1598 formerly known as Alaska Tideland Survey Number 803 Tract A, as recorded in Plat 2000-01 in the Cordova Recording District on January 4, 2000. Beginning at a point; said point, known as “F19” as shown on Plat 2002-06 recorded in the Cordova Recording District on May 30, 2002. Being a 2 1/2” aluminum cap, marked as “ATS 1598 WC, MC, C3, C2 TRACT C, 5318-S, 1999” said point also being on the lot line common to A.K. DOT Tract A and A.K. DOT Tract C of Plat 2002-06. Also said point being designated as point “S1” on said Plat 2002-06. Thence 44°58’32” W a distance of 295.09’; the Tue Point of Beginning. Thence N 55°58’58” W a distance of 31.07’ to a point; thence N 33°21’01” E a distance of 69.92’ to a point; thence S 55°58’58” E a distance of 31.07’ to a point; thence S 33°21’01” W a distance of 69.92’ to a point; which is the Point of Beginning having an area of 2172.58 square feet, 0.050 acres.

Basis of bearing-monument found known as “F1” “BUNCO 1899.” Found brass rod with “X” on top. And monument found known as “F22” 3 1/4” aluminum cap found. Monuments are shown and noted on Plat 2002-06.

**CORDOVA RECORDING DISTRICT**

Recording requested by and  
after recording, return to:

City of Cordova  
PO Box 1210  
Cordova, AK 99574

**QUITCLAIM DEED**

The CITY OF CORDOVA, an Alaska municipal corporation, whose address is P. O. Box 1210, Cordova, Alaska 99574 ("Grantor"), for good and valuable consideration in hand paid, the adequacy and sufficiency of which is hereby acknowledged, conveys and quitclaims to SHORESIDE PETROLEUM INC, whose address is 2102 E 3<sup>rd</sup> Avenue, Anchorage, Alaska 99507, all interest which Grantor has, if any, in the following described real property:

Record of Survey, Shoreside Petroleum Lot 1, (Formerly known as Orca Lease Lot Plat 2002-6) according to the official map and plat thereof, Record of Survey XX\_XX, on file in the office of the recorder, Cordova Recording District, Third Judicial District, State of Alaska.

DATED this \_\_\_\_\_ day of October 2012.

GRANTOR:

CITY OF CORDOVA

\_\_\_\_\_  
Mark Lynch, City Manager

STATE OF ALASKA                    )  
  ) ss:  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of October 2012, by Mark Lynch, 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:\_\_\_\_\_

**CORDOVA RECORDING DISTRICT**

Recording requested by and  
after recording, return to:

City of Cordova  
PO Box 1210  
Cordova, AK 99574

**QUITCLAIM DEED**

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Alaska Tidelands Survey No.1598 – creating Tract D Alaska Tidelands Survey 1589 according to the official map and plat thereof, Plat XX\_XX on file in the office of the recorder, Cordova Recording District, Third Judicial District, State of Alaska

DATED this \_\_\_\_\_ day of October, 2012.

GRANTOR:

CITY OF CORDOVA

\_\_\_\_\_  
Mark Lynch, City Manager

STATE OF ALASKA                    )  
  ) ss:  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of October 2012, by Mark Lynch, 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:\_\_\_\_\_

# MEMO

## City of Cordova

FROM: Ashley Royal  
Finance Director

TO: Mayor and City Council  
City Manager, Mark Lynch

Date: August 28, 2012

RE: Resolution establishing City of Cordova contribution into Mt. Eyak Fund #710-600-700-903-00 of the Cordova Public School District.

The attached Resolution commits payment to the Cordova Public School District the sums of money received by the City of Cordova pursuant to the Special Use Permit dated the 17<sup>th</sup> day of August, 2012 with the University of Alaska.

The intent is for the commitment per this Resolution to have the same effective term as that of the Agreement with the University of Alaska, or superseded by another Resolution.

Respectfully Submitted  
Ashley Royal  
City of Cordova  
Finance Director

**CITY OF CORDOVA, ALASKA  
RESOLUTION 09-12-39**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA,  
ALASKA, ESTABLISHING CONTRIBUTION INTO THE MT. EYAK FUND  
FOR THE CORDOVA PUBLIC SCHOOL DISTRICT**

**WHEREAS**, on the 17<sup>th</sup> day of August, 2012, the City of Cordova has entered into an Agreement entitled Special Use Permit with the University of Alaska, on behalf of the University of Alaska Prince William Sound Community College's Cordova Campus; and

**WHEREAS**, payments made under the Agreement to the City of Cordova shall be transferred to the Cordova Public School District Mt. Eyak Fund #710-600-700-903-00, for the purpose of offsetting fees and tuition; and

**WHEREAS**, this resolution shall be in effect for the term of the aforementioned Agreement, including extensions, or until superseded by another Resolution.

**NOW, THEREFORE BE IT RESOLVED THAT**, the City of Cordova establishes a contribution into the Mt. Eyak Fund #710-600-700-903-00 of the Cordova Public School District for sums of money received by the City of Cordova pursuant to Special Use Permit with the University of Alaska, dated August 17<sup>th</sup>, 2012.

**PASSED AND APPROVED THIS 5<sup>th</sup> DAY OF SEPTEMBER 2012**

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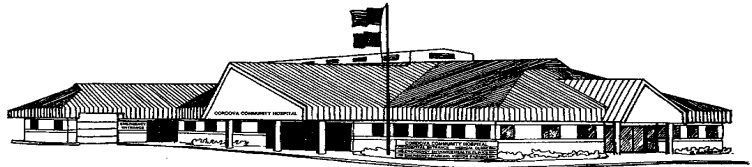
James Kallander, Mayor

ATTEST:

---

Susan Bourgeois, City Clerk

# CORDOVA COMMUNITY MEDICAL CENTER



P.O. Box 160 • 602 Chase Ave. • Cordova, Alaska 99574-0160  
Phone: (907) 424-8000 • Fax: (907) 424-8116

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## Memorandum

To: City Council

From: David Allison, HSB President

Date: August 28, 2012

Re: Health Services Board Approved Budget

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Please find attached the Health Services Board Operating Budget for July 1 through December 31, 2012. The budget reflects confidence that CCMC will be able to maintain the Long Term Care at near-to-full capacity. The budget also incorporates what is an annual update to our fee structure (Charge Master Update) as well as a positive outlook for Physician and Physician Assistant/Nurse Practitioner recruiting.

No additional capital items have been added at this time.

The budget reflects a six-month period; the Health Services Board will be reviewing a full FY13 budget later in the fall to reflect the change to a calendar-based fiscal year that will begin on January 1, 2013.

On behalf of the Board, I thank you for your consideration of this budget.

**CITY OF CORDOVA, ALASKA  
RESOLUTION 09-12-41**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
APPROVING CORDOVA COMMUNITY MEDICAL CENTER'S (CCMC'S)  
PROPOSED FY13 OPERATING BUDGET**

**WHEREAS**, the Health Services Board has approved CCMC's proposed FY13 Operating Budget and has submitted it to City Council for approval; and,

**WHEREAS**, the CCMC proposed FY13 Operating Budget reflects total revenues of \$4,036,527 and total expenses of \$4,154,163, including depreciation expense of \$135,182; and,

**WHEREAS**, the City Council will include an inter-fund transfer of \$800,000 to CCMC for FY13 in CCMC's Operating Budget.

**NOW, THEREFORE BE IT RESOLVED THAT** the City Council of the City of Cordova, Alaska, hereby approves CCMC's proposed FY13 Operating Budget reflecting total revenues of \$4,036,527 and total expenses of \$4,154,163 including depreciation expense of \$135,182.

**PASSED AND APPROVED THIS 5<sup>th</sup> DAY OF SEPTEMBER, 2012.**

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

ATTEST

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

**Cordova Community Medical Center  
Budget 2013**

REVENUE	FY 10 Jul-Dec	FY 11 Jul-Dec	FY 12 Jul-Dec	Budget FY 13 Jul-Dec	FY 11 Variance	FY 12 Variance	FY 13 Variance
Patient Services Revenue	3,194,921	3,272,734	3,566,671	3,790,666	2.4%	9.0%	6.3%
Deductions	(235,633)	(423,294)	(694,413)	(643,899)	79.6%	64.0%	-7.3%
Bad Debt	(358,839)	(4,344)	(161,852)	(168,877)	0.0%	0.0%	0.0%
Cost Recoveries	962,922	918,569	858,701	1,058,637	-4.6%	-6.5%	23.3%
<b>TOTAL REVENUES</b>	<b>3,563,371</b>	<b>3,763,665</b>	<b>3,569,107</b>	<b>4,036,527</b>			
<b>%Deductions/Bad Debt to Revenue</b>	<b>-18.61%</b>	<b>-13.07%</b>	<b>-24.01%</b>	<b>-21.44%</b>			
EXPENSES	FY 10	FY 11	FY 12	Budget FY 13	FY 11 Variance	FY 12 Variance	FY 13 Variance
Wages	(1,640,072)	(1,527,444)	(1,502,661)	(1,533,128)	-6.9%	-1.6%	2.0%
Taxes and Benefits	(754,320)	(772,980)	(706,076)	(705,926)	2.5%	-8.7%	0.0%
<b>% Benefits to Wages</b>	<b>45.99%</b>	<b>50.61%</b>	<b>46.99%</b>	<b>46.04%</b>			
General and Malpractice Insurance	(59,830)	(79,264)	(46,595)	(52,357)	32.5%	-41.2%	12.4%
Repair & Maint	(23,446)	(23,227)	(36,279)	(32,717)	-0.9%	56.2%	-9.8%
Travel & Training	(20,830)	(14,286)	(19,081)	(32,969)	-31.4%	33.6%	72.8%
Other Expenses	(31,442)	(37,481)	(35,104)	(37,186)	19.2%	-6.3%	5.9%
Recruitment & Relocation	(10,906)	(11,359)	(6,166)	(25,205)	4.2%	-45.7%	308.8%
Professional Services	(455,683)	(661,647)	(625,950)	(882,792)	45.2%	-5.4%	41.0%
Supplies	(211,400)	(241,443)	(241,247)	(259,272)	14.2%	-0.1%	7.5%
Minor Equipment	(15,950)	(17,767)	(17,163)	(19,509)	11.4%	-3.4%	13.7%
Utilities and Fuel	(318,845)	(361,686)	(397,691)	(416,243)	13.4%	10.0%	4.7%
Rent/Lease Equip & Buildings	(7,157)	(13,369)	(21,076)	(21,677)	86.8%	57.6%	2.9%
<b>TOTAL EXPENSES before Depr</b>	<b>(3,549,881)</b>	<b>(3,761,953)</b>	<b>(3,655,089)</b>	<b>(4,018,981)</b>			
<b>NET OPERATING INCOME</b>	<b>13,490</b>	<b>1,712</b>	<b>(85,982)</b>	<b>17,546</b>			
Depreciation Expense	(128,029)	(134,131)	(139,363)	(135,182)	4.8%	3.9%	-3.0%
<b>NET INCOME</b>	<b>(114,539)</b>	<b>(132,419)</b>	<b>(225,345)</b>	<b>(117,636)</b>			

**CITY COUNCIL JOINT WORK SESSION  
WITH THE CORDOVA SCHOOL BOARD  
AUGUST 02, 2012 @ 6:30 PM  
LIBRARY MEETING ROOM  
MINUTES**

**A. CALL TO ORDER**

*Mayor James Kallander* called the Council Joint Work Session to order at 6:30 pm on August 2, 2012, in the Library Meeting Room.

**B. ROLL CALL**

CITY COUNCIL: Present for roll call were *Mayor James Kallander* and Council members *James Kacsh*, *David Allison*, *Bret Bradford*, *EJ Cheshier* and *David Reggiani*. Council member *Robert Beedle* was absent. Also present were City Manager *Mark Lynch* and City Clerk Susan Bourgeois.

SCHOOL BOARD: Present for roll call were Board members *Dan Reum*, *Kate Alexander*, *Shawn Gilman*. Board Members *Jon Nichols* and *Pete Hoepfner* were absent. Also present was Superintendent *Theresa Keel*.

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

## 1. Audience comments regarding agenda items

*Tim Joyce*, 1001 Pipe St, stated that he noticed the number of people on the committee. He counted 10 members and opined that most often committees are more effective with 6 or 7 members. It is Council's prerogative but it does seem to be large.

*Clay Koplin* 6.5 mile, agreed with Joyce on the number of people being large and added that the added responsibilities of Councilmen and School Board members to add more meetings to their already full schedule. Four meetings a year seems like a lot for a group that is already meeting heavy.

Council member *Robert Beedle* and School Board member *Pete Hoepfner* (via teleconference) arrived at 6:35 pm.

**D. WORK SESSION TOPIC**

2. Discussion of a draft Ordinance updating the School Board section of the Cordova Municipal Code  
*Mayor Kallander* stated that *Reggiani* has had several meetings with *Lynch* and *Keel* on the topic. *Reggiani* affirmed that he has been involved in this and stated that *Lynch* did a good job explaining the MOU and where it is coming from. The intent is to get the City and the School on the same page as far as maintenance of the schools goes and where the responsibilities lie concerning the school buildings. Snowpocalypse really spurred this on and brought to light the issue with the challenges the snow brought to the school and the City. This MOU gets everyone's expectations down on paper to clear up misunderstandings and is a good representation of both agencies. *Lynch* pointed out that MOUs can get lost in time so putting it into Code is a good idea going forward. *Reggiani* stated that currently there are comments on the document listed, it is still a working document and this meeting is meant to go through the document and see what everyone is thinking at this point. One of the comments was to define "major maintenance". In the past it has been \$50K, *Keel* recommended \$25K but *Reggiani* is suggested it may need to be \$5K so it would maybe fall more in line with the limit the City has placed on its Capital items. *Keel* stated the \$25K she suggested was thrown out there but she has not had a chance to really look into the average costs of maintenance and suggested that perhaps the number does not need to be in the ordinance so if the number ever has to change the ordinance does not. *Reggiani* stated that he thought to match it up to the Capital items criterion which is anything that is over \$5K is going to throw it into fixes assets and depreciate it. *Mayor Kallander* stated that this is something that has needed to be

cleaned up for a long time. He is in support of having something written down. **Keel** agreed that there is a gray area and going through this process and clarifying that line is the most important piece of this. Keeping the lines of communication open is the most important aspect of this whole process. **Beedle** asked if the dollar amount was a “per incident” type thing or a fiscal year. That will make a huge difference as to the dollar amount that is right. **Reggiani** responded that it is his intent that this be a per item basis. Major maintenance does not count towards the local contribution cap so this would be a way for us to subsidize the schools accidental expenditures without it affecting the cap. **Lynch** stated that state statute speaks to “routine” and “major” maintenance. It says that the School District shall be responsible for “routine” repair and the City shall be responsible for “major” repair. But they don’t define where that line is which is what this MOU is trying to do for our community, define that line. **Gilman** stated that the \$5K is a number they can work with within their budget. He stated he appreciates the work put into the MOU. He stated that another committee isn’t necessary. **Mayor Kallander** responded that there are a lot of buildings the City is trying to take care of and this last winter there was a breakdown of whose responsibility is was to maintain each one. This is in an effort to avoid that kind of situation again. **Allison** stated this dollar amount will take care of all of that. Anything that is an emergency over \$5K is going to come to City Council and they will take care of it. He agreed with **Gilman** that he is not sure a committee needs to be formed at this point in time. He understands that the City has a lot of buildings it is trying to maintain but does not feel that it belongs in the School Board section of the code. It belongs in a public facilities section. **Kacsh** suggested going through this section by section and agreed the \$5K was a good dollar amount to go with. **Cheshier** asked if we could get a concurrence on the \$5K and then move on to the next issue at hand.

There was discussion concerning the title of the Code section. **Hoepfner** and **Keel** both thought education should not be the term. The City Manager suggested “Schools”. It was decided to come back to this issue. Lengthy discussion followed concerning the insertion on two locations of “ordinance of the City”. It was decided that the Manager would find out why the City Attorney felt as though that needed to be included in the ordinance.

The idea of the City picking up the school buildings under the City’s insurance policy was discussed. **Keel** wondered what that would be considered as far as in kind contribution, and whether it would go toward the cap.

Discussion followed regarding snow removal and there were varying opinions as to keeping it open-ended as to who is in charge of what and also there was the opinion to be very specific as to what the school will handle and what the City will handle. The superintendent and school board members also reminded Council that they had just spent a great deal of time revising a facilities use policy and that they have been prudent in their stewardship of the school facilities.

There was lengthy discussion regarding 3.36.080 regarding the phrase “for more than (7) consecutive days”.

As time was running short, **Reggiani** mentioned that he and **Lynch** and **Keel** had all taken good notes and maybe they could come up with a new version that has the common grounds highlighted and they could continue to work on this.

## E. ADJOURNMENT

**M/Reggiani S/Bradford** to adjourn the work session

Hearing no objection the work session was adjourned at 7:30 pm

Approved: September 5, 2012

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

**CITY COUNCIL REGULAR MEETING  
AUGUST 2, 2012 @ 7:30 PM  
LIBRARY MEETING ROOM  
MINUTES**

**A. CALL TO ORDER**

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

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

*Mayor Kallander* led the audience in the Pledge of Allegiance.

**C. ROLL CALL**

Present for roll call were *Mayor James Kallander* and Council members *James Kacsh, David Allison, Bret Bradford, EJ Cheshier, David Reggiani* and *Robert Beedle*. Also present were City Manager *Mark Lynch* and City Clerk *Susan Bourgeois*.

**D. APPROVAL OF REGULAR AGENDA**

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

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

**E. DISCLOSURES OF CONFLICTS OF INTEREST – None****F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS****1. Guest Speakers**

*Wes Lundburg*, Interim President of Prince William Sound Community College (PWSCC) and *Theresa Keel*, Cordova School District Superintendent

*Wes Lundburg*, PO Box 2526, Valdez, AK 99686. *Lundburg* overviewed for Council the situation that has prompted the potential move of the college. When he became interim president in March he was apprised of a financial situation facing PWSCC. The budget is set for \$7.2M and they are looking at an \$819K shortfall, 13% of the budget. They have eliminated 2 full-time positions and reduced 7 other positions. There will be a visible impact in Cordova's staffing; however, Cordova's educational programing will not be affected. The former superintendent was on the Board at the time and suggested they discuss moving the College into the High School. With the reduction of square footage use it would fit better into the College's budget and we could make it work. He apologized as they had no idea there was a City ordinance guiding this decision. They found out about the ordinance 3-weeks ago. At that point they already had made plans to make the move prior to classes starting on August 27<sup>th</sup>. The ordinance process time will delay the move and force them to occupy the space they are currently in until January which does not fit their budget. Thus the sense of urgency they feel in the decision. They would limit the traditional classes until after 4 pm to avoid any liability issues with minors mixing with adults. They also will be utilizing web-based classes throughout all three campuses and even in student's homes. The bulk of their educational delivery in Cordova is the dual credit program which is just another reason to combine the locations of the two learning facilities.

*Theresa Keel*, 1013 Whitshed Road, Superintendent of Schools. When she became the superintendent she was left the message to continue with a lease with PWSCC and to take it to Council for approval. She had discussions with *Lynch* on the lease and realized it was a much bigger can of worms than it at first sounded. Having the college in the high school removes so many barriers to the kids for getting dual credits while in high school. Currently Cordova has a lot of students that take dual credit classes; i.e. high school classes at the college level allowing both high school and college credit. It is typical in other small communities for the community college to be housed in the high school because that is

where the infrastructure is housed. The high school kids are the ones taking the majority of the community college courses. The students going between the high school and college are the responsibility of the school district and that is a huge liability with that large intersection. The other element is the instructional time when the kids are learning. Teachers have expressed to her that they are losing teaching time and have to make exceptions for kids being late to class because of the commute and community college schedule. If they could just walk down the hall would significantly reduce the loss of instructional time which averages about 40 minutes a day. There is a push across the nation to have a K-16 initiative where student leave high school with an associate's degree. Cordova has had a few students do that through the community college. It would be great to see more of that in our community. When the students take dual credit at the college there is a cost factor for the parents. A free college credit that they can take in high school is different than sending them off to a four year University. Currently the cost is approximately \$75 per course. The cost is a huge barrier to some of the kids. The lease amount agreed upon was \$20K a year to lease the classroom and some office space. That \$20K would offset the \$75 per course that our kids are paying. It also would cover the extra utilities as they will be using the building after hours. It would also offset the MOU that the School District has with the community college when students take courses from instructors other than our own teachers. It's a tuition cost that the School District currently pays when the professor is outside of our high school teachers. The lease payments would cover these costs and make that opportunity just that much more attainable for our students. **Keel** stated that she doesn't care who the lessor is as long as it gets the college into the high school building. She believes it would be better for Council to agree to give the School District the power to lease then it doesn't have to go through P&Z and they can be in the building before the end of August. If the City is the lessor then the funds would run through the City to the School District which means it would affect the funding cap. **Beedle** stated that the City just approved \$500K on a new ILP building because there wasn't room in the school and now we have space available to lease? He also asked if he would have to wait until after 4 pm to go in and check on college courses. **Keel** responded that visitors would just have to follow the visitor guidelines. They would have to stop by the office and sign in as a visitor. Adult students cannot be in the building during school hours. If they stop by during the day then they will sign in as a visitor because they will be in there for a short amount of time. **Beedle** asked about the length of the lease; 1-year, 5-years? **Keel** responded that they currently have drafted a 5-year lease. **Lundburg** stated that the college is all for growth and if they grow beyond the capacity of the high school then they will have to look for another facility. We could discuss at that point in time of leaving the dual credit program in the high school. **Kacsh** thanked them both for coming to Council and offering their input. He thinks a more appropriate time would be to invite the guests back and discuss it on the agenda. **Reggiani** stated that he understands how important the dual credit program is to Cordova students. He asked if the list of dual credit classes were limited to the list in the packet. **Keel** responded that the majority of the courses that are taught by the High School teachers are based on the number of students that have enrolled in those courses. That list is based on what the students choose to take. The college does offer more courses through distance learning but this list is the live-body courses offered. **Reggiani** asked how many students are involved in the distance courses. **Keel** responded that last year they had 26 students taking dual credit classes for 108 credits. It has ranged anywhere from almost 100 students taking dual credits down to 19 students taking dual credits. This year, based on kids enrolled, there are about 30 kids in the first semester taking dual credits. **Lundburg** stated that they are not limited to this list as far as what courses they can offer these kids. They could have a full associate's degree available to students in the school. It takes some coordination in a small school. The three students from Cordova that achieved their associate's degree through the dual credit program technically had their associate's before they got their diploma because of the way the school years end. **Bradford** asked if there will be

facilities available at the high school for the distance learning courses. **Keel** replied that there would be. The college has to have their technology wired separately from the School District's which makes it challenging. **Mayor Kallander** stated that as far as the community is concerned this is a very supportive community on education. He added that as far as the adults that utilize the college are concerned they are not pleased with the move. The Coast Guard community utilizes the college a great deal, especially the wives. The people he has talked to are concerned about access as adults.

## 2. Audience comments regarding agenda items

**Paul Trumblee**, Fire Marshal, 1.8 mile Whitshed. Spoke in regard to the letter **Chief Hicks** wrote about a \$475K grant to purchase a new fire truck. Two of the pieces of equipment out at the 5-mile station are inadequate and unsafe to run. That is why they applied for the grant that requires a 5% match which would be \$25K. As of yesterday they have \$750K worth of grants written. Not counting grants for the tsunami sirens that they are looking at installing. He brought Council up to speed on ambulance billing. Since 2002 we have not been charging ambulance billing. If we would have continued our progress with the \$150 ambulance billing over the last 10 years the 1500 runs would have generated roughly \$225K. We are now looking at billing \$400 per run. We can go back 12 months and bill. Roughly 120 transports at \$400 per would be about \$48K minus the billing charges. **Mayor Kallander** stated that this has been before Council so many times and has been held up with issues on insurance. He asked **Trumblee** if that is all cleared up now. **Trumblee** responded that they are working on it currently. They are still working out a little bit of business dealings with the company they will be working with. There are some applications to be sent in to Medicaid and Medicare. He thinks that by the end of the month they will be able to start billing. **Mayor Kallander** thanked **Trumblee** for working on this. **Bradford** asked **Trumblee** what he felt the odds were of us getting the \$475K grant. **Trumblee** responded that he does not think the chances are very good. Everyone is applying for them now but you won't get it unless you apply for it so it's worth a shot.

## 3. Chairpersons and Representatives of Boards and Commissions – no reports

### G. APPROVAL OF CONSENT CALENDAR

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

#### 4. Substitute Resolution 07-12-32

A resolution of the City Council of the City of Cordova, authorizing the City Manager to enter into a 2 year lease of property legally described as a portion of Lot 3, Block 7A, Tidewater Development Park with Cordova Outboard Inc.

#### 5. Substitute Resolution 07-12-33

A resolution of the City Council of the City of Cordova, authorizing the City Manager to enter into a 2 year lease of property legally described as a portion of Lot 3, Block 7A (locally known as the "old sea grant office"), Tidewater Development Park, Plat 93-2 with the Prince William Sound Science Center

#### 6. Resolution 08-12-34

A resolution of the City Council of the City of Cordova, Alaska, authorizing reactivation and repurposing of the Cordova Center Committee to pursue development strategies for completion of the project

#### 7. Resolution 08-12-35

A resolution of the City Council of the City of Cordova, Alaska, authorizing the disposal of city records that have no legal or administrative value or historical interest

#### 8. Resolution 08-12-36

A resolution of the City Council of the City of Cordova, Alaska, establishing local government contribution of national forest receipts for the Cordova Public School district for the school fiscal year ending June 30, 2013

9. Council concurrence of Mayor's appointments to fill vacancies on Parks & Rec Commission  
 10. Council concurrence of Mayor's appointments to fill vacancies on Cordova Center Committee  
Vote on Consent Calendar: 6 yeas, 0 nays. Cheshier – yes; Reggiani – yes; Beedle – yes; Kacsh – yes Allison – yes; and Bradford – yes. Consent Calendar was approved.

## H. APPROVAL OF MINUTES

*M/Reggiani S/Bradford* to approve the minutes.

11. Minutes of 07-05-12 City Council Public Hearing  
 12. Minutes of 07-05-12 City Council Regular Meeting

*Allison* pointed out a correction concerning the maker of a motion. The Clerk noted and will correct.

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

## I. CONSIDERATION OF BIDS - None

## J. REPORTS OF OFFICERS

### 13. Mayor's Report

*Mayor Kallander* stated that he needs the evaluation sheets from *Beedle* and *Kacsh* for the City Manager. CH2MHill called and stated that they are working on new plans for bringing gas to Cordova. They understood that the community and Council would appreciate a new presentation. They didn't tell him what the new plans were but he told them they would be happy to hear the presentation. *Bill O'Halloran* called from DOT to discuss several things including bridge improvements and how important it is to the community. The Mayor has it on his agenda to lobby in Juneau this fall. They also talked about how much of the road has washed out beyond 39-mile. *O'Halloran* came to town and drove around looking at the new paving and such. He and his staff decided that Whitshed needs to become a high priority and is possibly being improved next summer. The Mayor signed a number of letters and documents that were given to him by the Clerk. He met with the Manager over the status on numerous projects that *Lynch* included in his written report.

### 14. Manager's Report – written report in packet

*Lynch* reported that DHi Engineering is working on the boardwalks, they will start physical surveying next week. The Harbor Study preliminary plan has been to the Harbor Commission and it is waiting on some input from the Harbormaster. *Lynch* suggested postponing that final review until the new Harbormaster can review it as it will come to fruition under his watch. They received the 90% plans on the floating dock yesterday. The committee will meet and discuss some of the details. At the next Council meeting or maybe a special meeting the Council will see and have final approval of the final contract. The South Fill expansion planning is on hold as far as he is concerned since they didn't get any funding from the State and didn't budget for it. In light of his recent evaluation he has decided to go forward with becoming a credentialed manager. He needs input from Council on the Prince William Sound Community College and School District lease presentation on how they would like him to proceed. *Bradford* stated that he is comfortable with giving the school district power of the lessor on this lease. He seems to think we did a similar deal with the Ski Hill and their facilities. *Kacsh* stated that he believes they should allow the School District authority to manage this particular lease. Perhaps we can have a special meeting to get it done and let them do it. *Reggiani* stated that he thinks there is a lot of support to let the School District manage the lease. He is thinking about code and how it will need to be adjusted or modified before they could really do anything. *Lynch* responded that it would have to be an ordinance. *Allison* asked how it was done for the Ski Hill. *Lynch* replied that the City is the only one that can sub-lease up there. The Ski Hill leases from the City. Other entities leasing up there enter into a 3-way lease with the Ski Hill organization and the City. *Allison* stated that he is good with letting the School District manage the lease. *Cheshier* stated that he is good with

letting them do it and getting this done as fast as we can. **Beedle** stated that it is pretty much set up already. He asked if there will be a clause in the contract that the School can terminate the lease if it doesn't work out for the students. **Lundburg** responded that there is a clause and it is at the end of a semester with notice. **Lynch** asked Council if they wanted to wait until the next regular meeting or schedule a special meeting. **Bradford** stated that they should get with the attorney and make it happen ASAP so we can get them in there before the beginning of the school year. **Reggiani** stated that he would like to have **Lynch** get with the attorney and see what we can do within the bounds of our existing code. **Allison** agreed with **Reggiani**. **Mayor Kallander** stated that they need to get going on the floating dock. He asked **Lynch** to expedite a review and provide a contract to Council before he leaves on vacation. **Allison** pointed out that he does have a conflict of interest on this topic. **Mayor Kallander** led a discussion on the South Fill and what direction he would like to see it taking at present. The Council remembers discussing a public workshop about the proposed development and possibly having budgeted some money to get it moving forward. **Lynch** stated that he thought it was to look towards doing all that but wait and see if we got money from the legislature before we decided to use our own. They didn't give us any money and so it is still on hold. **Mayor Kallander** stated that there is no hurry on this but wanted to hear from Council if they want to move forward with a preliminary development process with a third party facilitating. **Bradford** stated that he thinks they should do it because the better plan we have when we go to ask money for it the better chances we have of getting the money. **Mayor Kallander** told **Lynch** that there is no rush on this but to start looking for someone to facilitate the process. **Beedle** asked about the Ilanka Clinic being vacated from CCMC and if they had found another location yet. **Lynch** stated that they had not shared that with him.

15. City Clerk's Report – written report in packet

16. Staff Reports

- a. Fire Chief, **Mike Hicks** and Fire Marshal, **Paul Trumblee**
- b. Public Works Director, **Moe Zamarron**

**Zamarron** reported that the road grader is in Anchorage being repaired now. He pointed out that the IT loader is next on the list to get repaired. **Mayor Kallander** stated that he talked to **Zamarron** today because he was concerned on the price associated with the loader. He had done some research and the engine in the caterpillar has a long history of failed oil coolers. He asked Council for direction on the loader and he suggested they have **Zamarron** get a better evaluation on what is wrong with it and thinks that for half of the price of the quoted repairs they can replace and overhaul the engine right here in Cordova. It needs to be evaluated by a CAT mechanic before they will really know if that is the way to go. **Bradford** stated he agreed with the Mayor and that it would be worth the money to fly someone down here for a couple days. **Zamarron** stated that within the City shop they don't have the capabilities to do this but there may be someone locally that can evaluate it for us. **Beedle** stated that a lease on a piece of equipment might be another option to research.

**Zamarron** reported on the insurance repairs going on around the City buildings. The baler received a quote for \$72,556 to repair the section of roof that fell in and repair and leaks that are in the main structure of the facility. We haven't seen a dry facility in years so this will be very beneficial. The waste water treatment plant garage materials are en route; the insurance estimate is \$52,492. Eyak water treatment plant is going to have all the drywall removed from the section that was the most damaged, take out the insulation and then take a look at it to see what the insurance will cover for that. We have in our budget \$85K to go towards the repair of that roof. If the insurance will take care of that we should be able to cover the rest of that before winter. The insurance company is contributing \$200K towards the repair of the CCMC roof. That will go along with our grant for the repairs. The Elementary School playground building has been removed. The site has been prepped for construction

and the new equipment is on order. Materials should be here 8/13. Many of these structures are going to start being repaired in the next 2-weeks. The High School flat roof has been repaired. The materials for the internal damage have been ordered they also are supposed to be in Cordova on 8/13. Most of the items that were on the list to be repaired at the schools are in the works already. **Beedle** asked if there will be crews coming in to do those repairs. **Zamarron** responded that it is all being handled by the insurance company we do not have to go through the bid process; we have very little say in it. **Bradford** asked if there was a priority list in regards to the school repairs and school starting soon. **Zamarron** responded that it will have to be coordinated between the contactors and the schools. He does know that they have been in contact with the schools already. **Keel** responded that the playground still has to be designed and will not be rebuilt until October. The site is clean and blocked off. The work on the High School roof is already done. The pieces and materials that are coming in on the 13<sup>th</sup> are to rebuild the lean-to structure. She received the plans for that today and that construction will probably be happening when school is going on.

**Zamarron** reported that he has been working on developing an internal comprehensive plan for Public Works improvements. This will be the overall picture of Public Works spending. It will show all the matching needed for the grants we have coming in and those types of things. He hopes to present it to Council at the next meeting. **Mayor Kallander** asked that we keep a close watch on the money for the hospital roof. **Lynch** stated that he has already talked to the auditor and they do not believe the insurance money will affect the grant money. **Beedle** pointed out the need for filling the pot holes on Second Street and near the schools. **Zamarron** responded that if he can give him some sunshine he will give them some filled pot holes.

c. **Josh Hallquist**, City Projects Update

**Hallquist** handed out four reports to Council; Cordova Center update, CCMC roof replacement update, breakwater update and the HVAC system at the hospital. He reported that the Cordova Center construction (phase I) should be wrapping up in the next couple weeks. They should be done and out of town by the end of August. The medical center roof is going well and should be done ahead of schedule and under budget. The breakwater extension is about 40-50% complete and will be done on time. They are working on fixing the pneumatic system as a first step in the HVAC system at the hospital. **Reggiani** stated that his reports highlight the need to continue our efforts to have somebody that can specifically be in charge of the maintenance of all the City buildings. The pneumatic system that is outdated could cost up to \$170K to replace. **Lynch** stated that the system we have is still repairable, the parts are still available and it should be good for at least 10 more years. He has arranged for someone from Siemens to come in and give a more exact report on what it will take to fix it. **Beedle** suggested that there could be a cost savings by installing a fuel oil system like the high school has. He also asked if they are going to have to get a portion of their armor rock for the breakwater out at 17-mile. **Hallquist** responded that they will get as much rock out of the Whitshed pit as they can, after that they will go down to the burn pile pit, then the 17-mile pit is the last option.

17. Staff Quarterly Reports: 2Q, 2012

- a. Harbor Department, **Dale Muma**, Harbormaster
- b. City Investments, **Buck Adams**, UBS Financial
- c. Parks & Recreation Department, **Susie Herschleb**, Director
- d. Public Works Department, **Moe Zamarron**, Director
- e. Planning Department, **Sam Greenwood**, City Planner
- f. CVFD, **Paul Trumblee**, Fire Marshal
- g. Assistant City Manager/Info Services/Library/Museum, **Cathy Sherman**
- h. Finance Department, **Ashley Royal**, Finance Director

i. Public Safety Department, **Bob Griffiths**, Police Chief

**Reggiani** asked **Royal** why we tapped into line of credit on 2 occasions in June. **Royal** responded that it was to cover the invoices to Dokoozian for the project. They utilized the line of credit to settle the cash flow needs rather than out of the investments. **Mayor Kallander** stated that is was news to him that we needed to utilize those funds. He remembers being told it was going to be close but that we would be able to get by without using it. \$1.3M is a huge amount of money for it being close. **Lynch** stated that he probably told Council but it is just until we get reimbursed from the State. The General Fund has been put under extreme stress primarily due to all the money we spent up front on snowpocalypse and haven't been reimbursed for from the State. **Mayor Kallander** asked if the reimbursements will cover what has been spent. **Lynch** responded that up to this point he believes it will. **Royal** stated that they try to keep \$250-300K in the General Fund but with the large requests and the lag time with the reimbursements we came up short. Sales tax for the second quarter is just now coming in but he did a quick comparison to last year and we are about \$80k ahead of where we were this time last year.

**Greenwood** gave an update on Samson. She stated that they got the preliminary plat back and tomorrow she and **Zamarron** will go down with Eric (Warga) and get some lines out. She spoke with **Jim Schultz** last week and they are good with it. We need to vacate that right of way so the plat can become official. **Malvin** has checked out the water next they need to have the electric company and phone company come in and make sure we are not over lines.

#### K. CORRESPONDENCE

- 18. Letter from US Board on Geographic Names 06-22-12
- 19. Letter from DoT&PF in re 36 Mile Bridge 06-27-12
- 20. Letter from Mayor to Major General Katkus in re snow assistance 07-06-12
- 21. Letter of resignation from Council member van den Broek 07-19-12
- 22. Letter to Lynch from PWSCC requesting lease 07-16-12

#### L. ORDINANCES AND RESOLUTIONS

#### M. UNFINISHED BUSINESS

- 23. Request for purchase City land: Lot 6, Block 2 South Fill Development Park

**M/Allison S/Reggiani** that the City dispose of Lot 6 Block 2 South Fill Development Park for not less than fair market value as outlined in chapter 5.22.060A (option 4).

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

#### N. NEW & MISCELLANEOUS BUSINESS

- 24. Acceptance of Planning & Zoning Commission Resolution 12-05

A resolution of the Planning and Zoning Commission of the City of Cordova, Alaska, recommending that Lot 2, Block 3 of the Cordova Industrial Park be updated to available and added to the 2012 land disposal maps, to the City of Cordova's City Council

**M/Allison S/Reggiani** that the City Council accept resolution 12-05 from the Planning and Zoning Commission.

**Beedle** stated that we are voting to sell this land but it is in use right now. **Lynch** stated that we have a land use permit for 6-weeks. **Greenwood** stated that this resolution is to add it back into to the land disposal options as Cordova Kitchen terminated their lease. The next item on the packet is whether or not to actually dispose of the property.

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

25. Request for purchase City land: Lot 2, Block 3 Cordova Industrial Park

*M/Allison S/Cheshier* that the City dispose of Lot 2 Block 3, Cordova Industrial Park for not less than fair market value as outlined in Chapter 5.22.060A (option 4)

*Mayor Kallander* asked if this lot was considered to be designated as a snow dump area or making it a seasonal use lot. *Greenwood* responded that it was discussed but P&Z felt like the lot was put up for sale before. They discussed it with *Zamarron* and between he and P&Z the decision was to put it back out for proposal to sell the lot. *Beedle* stated he would definitely like it to be looked at for snow removal because the snow needs to go somewhere and in the summer parking around there gets crazy. He just hopes that when it gets sold those things are taken into consideration.

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

26. Council election to fill vacancy of City Council seat A

*M/Allison* to nominate *Tim Joyce* to fill the vacancy in Council seat A until the next regular election on March 5, 2013.

*M/Kacsh* to nominate *Kelly Weaverling* to fill the vacancy in Council seat A until the next regular election on March 5, 2013.

Council chose to do a roll call vote.

Roll call vote on motion. Beedle – Weaverling; Cheshier – Joyce; Bradford – Joyce; Kacsh – Weaverling; Reggiani – Joyce and Allison – Joyce. Motion to elect Tim Joyce to fill vacancy approved (4-2).

27. Discussion of proposed 2013 budget schedule

Council reviewed the budget schedule in the packet.

28. Council concurrence of Mayor's appointments to fill vacancy of Council Representative on School Board

*M/Reggiani S/Allison* to approve Mayor Kallander's appointment of Bret Bradford as the Council representative to the School Board until the certification of the next regular election in March 2012.

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

*Mayor Kallander* asked Council if one of them will be the City Council's representative on the Parks & Rec Commission. *Jim Kacsh* volunteered to be the new City Council representative.

29. Pending Agenda and Calendar

Council chose to cancel the second meeting in August & have a special meeting next week.

## O. AUDIENCE PARTICIPATION

## P. COUNCIL COMMENTS

30. Council Comments

*Allison* thanked *Lundburg* and *Keel* for presenting to Council.

*Bradford* echoed *Allison's* thanks to *Lundburg* and *Keel* adding that he is excited to get it done. He also thanked *Joyce* and *Weaverling* for putting their hats in the hopper to fill the vacant seat.

*Kacsh* stated that we need to find a solution for the harbor dumpsters for the fisherman.

## Q. EXECUTIVE SESSION

31. Grant reimbursement discussion

***M/Reggiani S/Allison*** to enter into executive session to discuss grant reimbursement. Matters the immediate knowledge of would clearly may have an adverse effect upon the finances of the City government.

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

Council entered executive session at 9:27 pm (Theresa Keel, the City Manager and City Clerk stayed for the Executive session)

Council came out of executive session at 9:46 pm.

***Mayor Kallander*** stated that they discussed some grant reimbursement issues concerning the school.

32. City Manager contract negotiations

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

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

Council entered executive session at 9:47 pm (City Manager stayed for the Executive session); Council came out of executive session at 10:15 pm

***Mayor Kallander*** stated that they had a discussion with the City Manager concerning his contract negotiations.

33. City Clerk Evaluation

***M/Bradford S/Reggiani*** to enter into executive session to have the City Clerk's evaluation. Subjects that may be discussed are subjects that tend to prejudice the reputation and character of any person; provided that the person may request a public discussion.

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

Council entered executive session at 10:17 pm (City Clerk stayed for the Executive session); Council came out of executive session at 10:47 pm

***Mayor Kallander*** stated that the concluded the Clerks evaluation which was favorable and resulted in an increase. It is Council's intent to renew her contact at its anniversary and offer her a new contract at that time. After the first of the year they will have the attorneys to clear up some language in the contract.

## **R. ADJOURNMENT**

***M/Bradford S/Cheshier*** to adjourn the regular meeting at 10:48 pm

Hearing no objection the meeting was adjourned.

Approved: September 5, 2012

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

Robyn Kincaid, Deputy City Clerk

**CITY OF CORDOVA  
E-911 COMMITTEE MEETING  
AUGUST 7, 2012 @ 7:00 PM  
CITY HALL CONFERENCE ROOM  
MINUTES**

**A. CALL TO ORDER**

Chairman **Chief Bob Griffiths** called the E-911 Committee meeting to order at 7:15 pm on August 7, 2012 at the City Hall Conference Room.

**B. ROLL CALL**

Present were **Chief Bob Griffiths**, **David Allison**, **Dick Groff** and **Chief Mike Hicks** (via teleconference). Absent were committee members **Bret Bradford**, **George Covell** and **Gary Graham**. Also present was Deputy City Clerk **Robyn Kincaid**.

**C. APPROVAL OF AGENDA**

**M/Allison S/Groff** to approve the agenda

Vote on motion: 4 yeas, 0 nays, 3 absent (Bradford, Covell & Graham). Motion passes.

**D. AUDIENCE COMMENTS – None****E. APPROVAL OF MINUTES**

1. June 25, 2012 E-911 Committee Meeting Minutes

**M/Allison S/Groff** to approve the minutes

Vote on motion: 4 yeas, 0 nays, 3 absent (Bradford, Covell & Graham). Motion passes.

**G. NEW & MISCELLANEOUS BUSINESS**

2. Review of George Molczan's Draft Report of Findings and Recommendations

- a. Addendum #1 – Reverse 911 a Separate Project

**Chief Bob** informed Council that Molczan's reasoning for keeping the Reverse 911 system separate is that there are other alternatives now than before and that it may benefit them to do it separate.

- b. Addendum #2 – IP Connectivity vs. Conventional Data Circuits

**Chief Bob** stated that the original proposal specified dedicated telephone trunks and he thinks that everything is going towards an IP based system which negates the need for dedicated trunks. **Allison** asked what they next step is after this meeting. **Chief Bob** stated that he will be taking the proposal approved by this committee to Council. **Allison** stated that he agrees with keeping the Reverse 911 separate. He also commented that he thinks everything is going towards an IP based system and he can't see circuits being any more reliable but that could be a decision for later on down the line. He added that he would like to see this move forward. The first step is to get the mapping and data done to get the ball rolling. He would like to recommend to Council that they move forward. **Groff** agreed with **Allison**. **Chief Hicks** clarified that **Allison** is supportive of asking Council for money to get the addressing and mapping in order for the next step. **Allison** confirmed that he was supportive of getting the addressing and mapping started. **Chief Hicks** asked how much money we were looking at. **Chief Bob** guessed it would be under \$50K for data. He is unsure on the Reverse 911. **Chief Hicks** asked if the 911 funds could be used for this. **Chief Bob** responded that it could legally be used for this if that is what Council wishes. **Allison** stated that eventually it would be funded by that fund but thinks that this set up should be paid for out of the permanent funds in the budget this year. **Chief Bob** stated that we can have draft RFP's ready to go once this recommendation is approved by Council. **Allison** opined that Council is

behind it. These results are not a surprise and this shows incremental steps to get the system in place in a good order.

*M/Allison S/Chief Hicks* to recommend to City Council the approval of the recommendations from E-911 consultant George Molczan; to go out for RFP's to get the data and mapping in order; to go out for RFP's for reverse 911 and the proceed with Procom in getting an updated proposal that matches the recommendations from Molczan with the intent to begin the data and mapping process as soon as possible.

*Groff* clarified that the addendums would be included in the final proposal from *Molczan* to Council. *Chief Bob* confirmed that they would be added in and presented as a final proposal to Council.

Vote on motion: 4 yeas, 0 nays, 3 absent (Bradford, Covell & Graham). Motion passes.

## H. AUDIENCE PARTICIPATION - None

## I. COMMITTEE COMMENTS

*Allison* stated that he feels we are on the right path and prepared to make a system work as well as we can for our community.

*Groff* expressed his excitement to get this going.

*Chief Bob* mentioned that *George Molczan* recommended public education and he would like to see the committee members be available to help him in this area be it newspaper articles, radio broadcasts etc. It will mean more to the community to have it come from them rather than just from him. The committee agreed.

## J. ADJOURNMENT

*M/Groff S/Allison* to adjourn the E-911 committee meeting  
Hearing no objections the meeting was adjourned at 7:32 pm

Approved:

Attest: \_\_\_\_\_  
Robyn Kincaid, Deputy City Clerk

**CITY COUNCIL SPECIAL MEETING  
AUGUST 07, 2012 @ 12:00 PM  
LIBRARY MEETING ROOM  
MINUTES**

**A. CALL TO ORDER**

*Vice-Mayor Dave Reggiani* called the Council Special Meeting to order at 12:00 pm on August 7, 2012, in the Library Meeting Room.

**B. ROLL CALL**

Present for roll call were Council members *Tim Joyce, James Kacsh, David Allison, Bret Bradford, EJ Cheshier* (via teleconference), *David Reggiani* and *Robert Beedle*. Mayor *James Kallander* was absent. Also present were City Manager *Mark Lynch* and Deputy City Clerk *Robyn Kincaid*.

**C. APPROVAL OF AGENDA**

*M/Bradford S/Kacsh* to approve the Agenda.

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

**D. DISCLOSURES OF CONFLICTS OF INTEREST**

*Allison* disclosed a conflict with item #3 as he works for Eagle Contracting. *Vice-Mayor Reggiani* confirmed the conflict and asked that *Allison* to remove himself from discussing that item.

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

1. Audience comments regarding agenda items - None

**F. NEW BUSINESS**

2. Special Use Permit Authorization

A motion authorizing the City Manager to issue a special use permit to Prince William Sound Community College to lease City owned space inside the Cordova High School for the period of August 15, 2012 thru December 31, 2012.

*M/Allison S/Kacsh* to authorize the City Manager to issue a Special Use Permit allowing Prince William Sound Community College to use space in the Cordova High School from August 15, 2012 through December 31, 2012.

*Kacsh* asked what the plan is going forward if this is a temporary solution. *Reggiani* stated that there will be the normal ordinance process following. *Lynch* stated that the details could be covered by a work session in the future to address long or short term lease options and title 3. He added that there are a few options going forward. *Bradford* clarified that it is the intent of Council to make the lessor the School District and get the college moved into the school ASAP. He thanked *Lynch* for getting this done so quickly. *Lynch* stated that it is his intent to have the lease payments go directly to the school. It's going to be less than \$7K so it won't put us over the cap. *Allison* recognized that time is of the essence. This is probably the only way to get it done and get the college in by fall. His intent is to get it turned over to the School District. *Cheshier* stated that this sounds like the right solution and it will give them time to hash out the future. *Reggiani* asked if anything else will come before Council on this issue. *Lynch* replied that a special use permit is typically a City Manager thing but he can bring it before Council for approval if that is their wish. *Reggiani* stated he would like to see it back at the next meeting. *Kacsh* asked how the cash flow will affect the funding cap for the School. *Lynch* stated that it will affect the cap during this 4-month period but they feel that they are far enough under the cap that it won't really effect the funding. *Bradford* stated that he would like to see the School District involved in the special use permit and lease so they are agreeable to the terms. He asked if the rent can be payable to the school

and not the City? **Lynch** replied that he talked to the auditor and they said no but for 4-months' rent we are talking \$7000. **Joyce** stated that this should come back to Council for a paper trail showing where the money is going and why. **Keel** stated that the school would like to be involved in the discussions because there are some very specific things that they can and cannot use as the college in the High School. The details have been hashed out in the lease they were drafting that is with the attorneys now. The auditors told her that PWSCC cannot write a check to the school as it is being leased by the City. If it did it would count against the cap. They looked for ways to use it without it counting toward the cap. The majority of the funds will go towards fees and tuition for the college courses. Very little of it was going towards utilities for their being in the building after hours. The auditors suggested that they use a fund they have specifically for students that can't afford to pay fees. They recommend that Council earmark the money to go to that fund. It will be used towards student fees and not count against the cap that way. The other alternative they offered was that the funds go towards Capital Improvements. She prefers the first option so the funds go to the students. **Joyce** stated he would like to see **Keel** work with the City Manager and **Greenwood** on how it should occur so when the lease comes to Council we are clear on all its effects. **Allison** asked if this is a special use permit or a lease. **Lynch** clarified that Council is approving a special use permit tonight. A lease for the future is with the attorneys currently. Vote on motion: 7 yeas, 0 nays. Motion passes.

3. Contract approval – Eagle Contracting - for North Fill floating dock

**Allison** removed himself from the discussion

**M/Bradford S/Kacsh** to direct the City Manager to accept the proposal by Eagle Contracting Corporation per the terms set forth in the price schedule (Exhibit A) and construction agreement (Exhibit B) for design, construction, and installation of a floating dock adjacent to the north fill boat launch ramp for a total sum not to exceed three hundred fifty seven thousand six hundred forty six dollars (\$357,646.00) for the primary scope of work, the sum of two thousand nine hundred seventy five dollars (\$2,975.00) per unit for additive alternate #1, and the sum of ninety eight dollars (\$98.00) per unit for additive alternate #2.

**Beedle** Clarified \$98 per unit would be \$15K total. **Lynch** confirmed that it would be. The exact numbers will be determined prior to construction. **Bradford** asked if they will be in consultation with the City before construction. **Lynch** responded that **Hallquist** will be the Project Manager. **Bradford** stated that we need to replace the bolts if we want to use the ramp next year.

Vote on motion: 6 yeas, 0 nays, 1 Conflict (Allison). Motion passes.

4. Resolution amending the City Clerk's employment contract

**M/Bradford S/Kacsh** to approve Resolution 08-12-37, a resolution of the City Council of the City of Cordova, Alaska, amending the City Clerk's employment contract by authorizing a four percent (4%) wage increase, effective April 12, 2012.

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

5. Resolution amending the City Manager's employment contract

**M/Joyce S/Bradford** to approve Resolution 08-12-38, a resolution of the City Council of the City of Cordova, Alaska, amending the City Manager's employment contract by authorizing an annual salary of one hundred ten thousand dollars (\$110,000), effective August 1, 2012.

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

**G. AUDIENCE PARTICIPATION - None**

**H. COUNCIL COMMENTS**

23. Council Comments

**Beedle** stated that he is happy to see the harbor dock project finally coming through.

**Bradford** stated that he is also excited about the dock and the college getting into the High School. He added that he heard that this is Deputy City Clerk **Robyn Kincaid's** last meeting and wished her luck.

**Joyce** thanked Council for the thought they put into the school lease. He feels like this is a way to do things following our code and will allow for a proper amount of public input. He too is glad to see the north fill floating dock going in.

**I. ADJOURNMENT**

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

Hearing no objections the meeting was adjourned at 12:24 pm

Approved: September 5, 2012

Attest: \_\_\_\_\_  
Robyn Kincaid, Deputy City Clerk

**CITY COUNCIL SPECIAL MEETING  
AUGUST 23, 2012 @ 12:00 PM  
LIBRARY MEETING ROOM  
MINUTES**

**A. CALL TO ORDER**

*Mayor James Kallander* called the Council Special Meeting to order at 12:00 pm on August 23, 2012, in the Library Meeting Room.

**B. ROLL CALL**

Present for roll call were Mayor *James Kallander* and Council members *James Kacsh*, *David Allison*, *Bret Bradford*, *EJ Cheshier*, *David Reggiani* and *Robert Beedle*. Council member *Tim Joyce* was absent. Also present were Assistant City Manager *Cathy Sherman* and City Clerk *Susan Bourgeois*.

**C. APPROVAL OF AGENDA**

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

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

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

1. Audience comments regarding agenda items - None

**F. NEW BUSINESS**

2. Contract approval of GC/CM Cordova Center Phase II, Pre-Construction

*Cathy Sherman* stated that the process began in July, looking for a Cordova Center Phase II contractor. We used our new procurement method with an RFQ process that resulted in two contractors proposing and one far stood above the other and we chose Dawson Construction. The group that looked at the two proposals was Cathy, MRV, Dave Peterson (OAC services) and Josh Hallquist.

The GCCM breaks down into two steps – this, today is \$27,700 for the pre-construction piece. The contractor will go through the building get us estimates and then there will be another opportunity to reevaluate at that point. We could come back to Council with a funding plan and a full amount to complete or we could stop at that point.

*Mayor Kallander* asked how we are going to pay for it. *Sherman* said we have Phase II money set aside for this.

*Beedle* asked about the contractor, Dawson, who are they? *Sherman* said they are based in Bellingham but have an office in Ketchikan and are familiar with Southeast AK as well as MRV. The project she is most familiar with is a Visitor Center at Denali they did a few years ago. She said they have a lot of LEED experience and GC/CM experience.

*Kacsh* asked if the approval today doesn't necessarily commit us to using them for the next step. *Sherman* said that is right, and it doesn't even commit us to continuing on after this section, but it will get us good estimates down to the nitty gritty – the team liked their responses to questions regarding this. *Sherman* also mentioned that the committee for the fundraising portion will be meeting soon and then Council will become very aware of where we stand financially at the end of this first portion with Dawson to determine whether to move ahead.

*M/Allison S/Kacsh* to approve pre-construction contract with Dawson Construction in the amount of not to exceed \$27,700.

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

**G. AUDIENCE PARTICIPATION - None**

**H. COUNCIL COMMENTS**

**Kallander** mentioned that he has been speaking to **Theresa Keel** about the high school van issue and will have more to report at the next meeting. He has been working with Holly on the hospital governance issue and she wants to move forward with that (i.e. writing ordinances for the changes).

**Bourgeois** asked Council when the next joint work session with the School Board should be to finish the review of the draft ordinance that was begun on August 2. Council responded to schedule that for previous to the September 5 meeting.

**Beedle** thanked Cathy Sherman for her time and effort putting this all together.

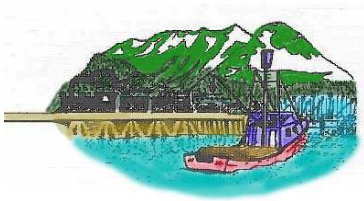
**I. ADJOURNMENT**

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

Hearing no objections the meeting was adjourned at 12:12 pm

Approved: September 5, 2012

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



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

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

[citymanager@cityofcordova.net](mailto:citymanager@cityofcordova.net)

# CITY OF CORDOVA

## *Office of City Manager*

August 29, 2012 Manager's Report (for 09/05/12 Council meeting)

**Personnel issues:** I will be conducting in-person interviews for Harbormaster the first week of September. The police department is looking to fill a communication clerk position.

**Arbitration/Union Grievances:** All issues were decided in the City's favor.

**Hospital Roof:** Construction is under way.

**Harbor Study & Boardwalks:** Preliminary work underway by DHI Engineering. Surveying was completed in early August.

**Breakwater/Fill Project:** Project underway.

**Science Center Lease/Purchase Negotiation:** I received a counter proposal from PWSSC, but it did not meet the criteria set forth in earlier sessions. I will reply and continue negotiations upon my return.

**Budget:** Worksheets have been sent to department heads. Preliminary work is underway.

**Shipyard Fill:** Preliminary permitting work underway by DHI Engineering. I met with Dee High concerning this when he was in Cordova in early August.

**North Fill Floating Dock:** Contract signed and project is underway.

**Library:** Completed summer reading program with 50+ participants. Started Storytime for Little Ones on a weekly basis for public and local daycares.

**Ambulance Billing:** Paul is working on the final paperwork and billing should be in effect by the end of September.

**Pool:** Now open after major repairs. Everything seems to be working well.

**Samson Lot Swap:** Will be going to P&Z on September 11<sup>th</sup> and utility relocation is being planned.

**AML:** I will submit a report concerning the AML conference that I attended when I return.



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  
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E-mail: [cityclerk@cityofcordova.net](mailto:cityclerk@cityofcordova.net)

## CITY CLERK'S REPORT TO COUNCIL

*September 05, 2012 Regular Council Meeting*

**Date of Report:** August 28 - 31, 2012

### **Things I need feedback on:**

- The AML Conference is November 14-16 at the Captain Cook in Anchorage, please advise if you are interested in attending – I should reserve rooms and buy tickets NOW! Speak up at the meeting or email me with your request for travel (ferry/fly/hotel choice/dates) please see AML website for Conference schedule [http://akml.org/Annual\\_Conference.html](http://akml.org/Annual_Conference.html)

### **Things I have been working on:**

- Signed paychecks/other AP checks
- Prepared agendas and packets for regular mtg and work session on September 05, 2012
- Property tax payments have been coming in, 1<sup>st</sup> half was due August 31<sup>st</sup>, 2<sup>nd</sup> half October 31<sup>st</sup>
- Worked with Planner on agenda items for City Council meeting; ordinance 1097 & memos
- Assisted Sam, Tracy, Moe, Cathy, School District Staff in completing Timber Receipts application
- Responded to varied requests from the public, mortgage companies, banks, in re assessed values, mill rates, taxes owing, etc.
- Advertised for letters of interest for City Rep to PWSAC – agenda item tonight.
- Swore in new Council member and two new P&R Commission members; wrote letters to all who expressed interest; ordered new plaques for Council and Student Council rep
- Worked with family and Public Works staff in re reserving cemetery plots
- As far as automating elections – the Election Board workers have said if there is no cost savings, they are fine with how we do it now. Since there have been no complaints from the public, I am inclined to continue to use paper ballots and hand count local elections.
- Have yet to hire a new Deputy Clerk – still advertising and reviewing applicants and checking references; contemplating reorganization of duties and shared responsibilities
- In the absence of the Deputy Clerk I have been handling all of the minutes, property taxes and records requests
- I hope to attend AAMC conference in conjunction with AML – November 10 – 14, will see how the Deputy Clerk search goes and whether I have someone on and trained by then
- Researching ECM solutions as a direction in which the City should be heading, ideally before moving into the new building; also researching a Caselle property tax module to replace Capital software which would sync better with the Finance Department – will bring costs and more info at budget
- Attended productive staff meeting on Monday August 27

# Memo

To: Cordova City Council and James Kallander, Mayor  
From: Moe Zamarron, Director of Public Works  
CC: Mark Lynch, City Manager  
Date: 29 Aug, 2012  
Re: Public Works Equipment Repairs

The Public Works Department is currently managing several projects requiring expenditures that were not included in the 2012 budget as approved by City Council. The reasons that these projects are not in the budget are varied but primarily they did not exist when the formal budget was under discussion and approved. Attached is a spreadsheet showing the projects with total expenditures required, amounts to be received from outside funding and amounts that the City will be responsible to provide either this year or in the future.

As can be imagined, several items were winter storm related, some were repairs to equipment that had been postponed for many years and others were the result of normal aging of equipment and facilities. The purpose of this list is to openly discuss priorities and for the Department to receive direction accordingly.

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

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

2012 Public Works Comprehensive Spending Plan  
Cordova, AK

<b>WATER DIVISION</b>	Project Total	Outside Funding	Local Funding 2012	Local Funding 2013+	Low Interest Loan
1. LT2 Compliance	5,392,857	3,775,000	50,000	1,567,857	1,081,500
2. Water Distribution System Leak Repairs	1,500,000	0			
3. Facility Security	50,000	0			
<b>WASTEWATER DIVISION</b>					
1. COBC and APDES Permit Compliance	714,285	500,000	0	214,285	
2. Chlorine Generator	80,000	0		80,000	
3. Wastewater Collection System Leak Detection	92,857	65,000	0	27,857	
4. Wastewater Collection System Leak Repair	3,000,000				
<b>REFUSE DIVISION</b>					
1. Overall Program Upgrades PH1	710,000	497,000	25,000	188,000	
2. Overall Program Upgrades PH2	781,000	0	0	781,000	786,000
3. Landfill Building Upgrades	35,000	0	0	35,000	
4. Heavy equipment repairs (loader, excavator, grader)	50,000	0	50,000		
5. Heavy vehicle repairs	10,000	0	10,000		
6. Baler machine repairs	15,000	0	15,000		
<b>STREETS DIVISION</b>					
1. Heavy Equipment Repairs (Grader, loader)	75,000	0	75,000	0	
2. New Shop Equipment					
3. Facility Improvements					
4. Winter Condition Preparations (Tire chains, extra sand)	25,000	0	25,000	25,000	
<b>BUILDING MAINTENANCE DIVISION</b>					
1. Eyak WTP roof					
2. Second Street Wooden Covered Walkway	15,000	0		15,000	
3. Dog pound roof	5,000	0	5,000	0	
<b>SAFETY</b>					
1. Mezzanine certification					
2. Training Videos	1,750	0	1,750		
3. Apparel and gear	2,300	0	2,300		
<b>CONTINGENCIES</b>					
1. Electric usage at Eyak WTP for pumping lake water	22,000	0	22,000		
2. Radio system Narrowbanding due Jan 1, 2013	27,000	0	27,000		
<b>EQUIPMENT DEPRECIATION</b>					
1. Refuse containers	10,500	0	0	10,500	
2. Refuse roll off box	16,722	0	0	16,722	
3. Streets roadgrader	400,000	0			
4. Landfill loader	350,000	0			
5. Street sweeper and vac truck	675,000	0	0	675,000	675,000
	Project Total	Outside Funding	Local Funding 2012	Local Funding 2013+	Low Interest Loan
<b>TOTALS</b>	14,056,271	4,837,000	308,050	3,636,221	2,542,500

## **MEMO, City of Cordova**

FROM: Ashley Royal, Finance Director  
TO: City Manager, Mayor and City Council  
Date: August 28, 2012  
RE: Monthly Report

I have included the basic budget to actual comparison reports and the status report for capital projects. I am hesitant to produce a report for the Cordova Center until staff has the proper opportunity to ensure its accuracy. I believe this can occur in time to include the report on the Cordova Center in next meeting's packet. I plan to include a cash and investments report in the next packet as well.

Sales Tax collected through July 2012 exceeds 2011 YTD collections by about \$428,000, and it looks like August will continue the trend. The other significant revenue yet due is Fish Tax. Thus as stated before, it is expected that the General Fund revenue will do well in comparison to the budget expectations.

Since returning from vacation I have been working with Ron Phillips with Homeland Security to reach closure on the project worksheets for the snow emergency of last winter, and believe that the one with the largest dollar amount is close to completion and ready for the city manager's signature upon his return from vacation. I have also been working closely with the auditors to attain their final report and the annual City's financial reports as well. I thought that we would be able to get them in the packet for this meeting; however they will be forthcoming next meeting.

The initial budget worksheets were presented to department heads on Monday, the 27<sup>th</sup>, in anticipation of the city manager's return from vacation. I'm sure he will want to proceed according to schedule with the budgeting process.

Respectfully submitted by:  
Ashley Royal  
Finance Director, City of Cordova

## CITY OF CORDOVA

## GENERAL FUND

## FOR THE 7 MONTHS ENDING JULY 31, 2012

	July , 2012 PERIOD ACTUAL	YTD ACTUAL	ANNUAL BUDGET	REMAINING BUDGET	PCNT YTD/Budget
<b>REVENUE</b>					
TAXES	1,287,385.01	2,629,742.27	5,507,136.66	2,877,394.39	47.75%
LICENSES & PERMITS	0.00	7,697.60	17,800.00	10,102.40	43.24%
OTHER GOVERNMENTAL	134,090.75	1,330,180.14	2,453,553.00	1,123,372.86	54.21%
LEASES & RENTS	34,643.10	96,259.21	186,050.00	89,790.79	51.74%
LAW ENFORCEMENT	6,799.76	116,562.02	307,234.00	190,671.98	37.94%
D. M. V.	17,259.48	51,705.70	74,500.00	22,794.30	69.40%
PLANNING DEPARTMENT REVENUE	200.00	7,658.50	14,500.00	6,841.50	52.82%
RECREATION DEPT REVENUE	4,634.00	36,768.00	71,900.00	35,132.00	51.14%
POOL REVENUE	0.00	4,403.00	23,200.00	18,797.00	18.98%
SALE OF PROPERTY	0.00	2,871.00	9,600.00	6,729.00	29.91%
INTERFUND TRANSFERS IN	37,673.66	663,715.62	852,083.84	188,368.22	77.89%
OTHER REVENUE	64.64	103,679.48	81,146.00	(22,533.48)	127.77%
STATE DEBT SERVICE REIMBURSMEN	0.00	643,961.00	975,707.41	331,746.41	66.00%
<b>Total Revenue</b>	<b>1,522,750.40</b>	<b>5,695,203.54</b>	<b>10,574,410.91</b>	<b>4,879,207.37</b>	<b>53.86%</b>
<b>EXPENDITURES</b>					
CITY COUNCIL	1,369.09	6,143.93	26,150.00	20,006.07	23.49%
CITY CLERK	17,249.51	134,398.40	225,616.00	91,217.60	59.57%
CITY MANAGER	19,479.72	140,583.62	384,638.00	244,054.38	36.55%
FINANCE	27,636.30	204,050.15	358,832.00	154,781.85	56.87%
PLANNING DEPARTMENT EXPENSE	14,163.48	121,514.68	193,564.00	72,049.32	62.78%
DEPTARTMENT OF MOTOR VEHICLES	3,873.23	28,118.04	67,072.00	38,953.96	41.92%
LAW ENFORCEMENT	67,392.00	440,793.95	815,460.00	374,666.05	54.05%
JAIL OPERATIONS	15,969.92	111,170.69	200,289.00	89,118.31	55.51%
FIRE & EMS	12,615.84	167,535.64	308,606.00	141,070.36	54.29%
DISASTER MANAGEMENT DEPT.	0.00	0.00	510.00	510.00	0.00%
INFORMATION SERVICES	35,340.39	213,063.50	371,526.00	158,462.50	57.35%
FACILITY UTILITIES	12,024.90	116,822.31	145,500.00	28,677.69	80.29%
PW ADMINISTRATION	9,452.91	68,280.64	105,746.00	37,465.36	64.57%
FACILITY MAINTENANCE	11,718.26	82,771.54	197,522.00	114,750.46	41.90%
STREET MAINTENANCE	37,393.89	268,897.68	572,912.00	304,014.32	46.94%
SNOW REMOVAL	0.00	14,392.16	60,881.00	46,488.84	23.64%
EQUIPMENT MAINTENANCE	12,739.30	137,395.84	274,998.00	137,602.16	49.96%
PARKS MAINTENANCE	11,654.71	56,844.88	100,715.00	43,870.12	56.44%
CEMETERY MAINTENANCE DEPT.	3,229.10	6,827.14	8,218.00	1,390.86	83.08%
RECREATION - BIDARKI	30,147.68	214,789.60	339,175.00	124,385.40	63.33%
POOL	18,948.01	132,339.94	258,059.00	125,719.06	51.28%
SKI HILL	9,699.67	48,149.08	58,400.00	10,250.92	82.45%
NON-DEPARTMENTAL	36,048.77	258,798.88	342,830.00	84,031.12	75.49%
LONG TERM DEBT SERVICE	428,730.58	1,446,861.16	1,699,076.18	252,215.02	85.16%
INTERFUND TRANSFERS OUT	0.00	749,945.73	749,945.73	0.00	100.00%
TRANSFERS TO OTHER ENTITIES	171,097.50	1,578,932.54	2,328,170.00	749,237.46	67.82%
<b>Total Expenditures</b>	<b>1,007,974.76</b>	<b>6,749,421.72</b>	<b>10,194,410.91</b>	<b>3,444,989.19</b>	<b>66.21%</b>
<b>Net Rev/Exp General Fund</b>	<b>514,775.64</b>	<b>(1,054,218.18)</b>	<b>380,000.00</b>	<b>1,434,218.18</b>	

For Administration Use Only, 58% of the fiscal year has elapsed

**CITY OF CORDOVA  
FUNDS SUMMARY  
FOR THE 7 MONTHS ENDING JULY 31, 2012**

Fund	REVENUE	July , 2012	YTD	ANNUAL	REMAINING	PCNT
		PERIOD ACTUAL	ACTUAL	BUDGET	BUDGET	YTD/Budget
101 GENERAL FUND		1,522,750.40	5,695,130.94	10,574,410.91	4,879,279.97	53.86%
104 CITY PERMANENT FUND		0.00	1,220,488.30	1,110,858.73	(109,629.57)	109.87%
203 FIRE DEPT. VEHICLE ACQUISITION		0.00	0.00	7,050.00	7,050.00	0.00%
205 VEHICLE REMOVAL/IMPOUND FUND		0.00	33,000.00	33,000.00	0.00	100.00%
401 GENERAL PROJ & GRANT ADMN		64,000.00	598,076.16	454,808.00	(143,268.16)	131.50%
410 CHIP SEAL C.I.P.		0.00	111,618.57	261,618.57	150,000.00	42.66%
502 HARBOR ENTERPRISE FUND		245,714.88	486,964.70	1,010,956.14	523,991.44	48.17%
503 SEWER ENTERPRISE FUND		59,716.55	379,640.04	627,210.00	247,569.96	60.53%
504 WATER ENTERPRISE FUND		110,463.91	396,102.72	675,593.42	279,490.70	58.63%
505 REFUSE ENTERPRISE FUND		92,859.57	477,257.49	852,300.00	375,042.51	56.00%
506 ODIK CAMP PARK		6,040.06	18,188.56	53,662.00	35,473.44	33.89%
602 HARBOR & PORT PROJECTS		0.00	46,411.66	1,760,000.00	1,713,588.34	2.64%
603 SEWER PROJECTS		0.00	0.00	113,500.00	113,500.00	0.00%
604 WATER PROJECTS		0.00	100,000.00	201,500.00	101,500.00	49.63%
605 SOLID WASTE PROJECTS		0.00	50,000.00	642,000.00	592,000.00	7.79%
702 HARBOR FUND DEP'N RESERVE		0.00	70,000.00	70,000.00	0.00	100.00%
703 SEWER FUND DEP'N RESERVE		0.00	50,000.00	50,000.00	0.00	100.00%
704 WATER FUND DEP'N RESERVE		0.00	4,236.25	4,236.25	0.00	100.00%
805 LANDFILL FUND		0.00	50,129.60	50,000.00	(129.60)	100.26%
911 E-911 SPECIAL REVENUE FUND		0.00	17,237.71	50,000.00	32,762.29	34.48%
<b>Total Revenue</b>		<b>2,101,545.37</b>	<b>9,804,482.70</b>	<b>18,602,704.02</b>	<b>8,798,221.32</b>	<b>52.70%</b>
<b>EXPENDITURES</b>						
101 GENERAL FUND		1,007,974.76	6,749,421.72	10,194,410.91	3,444,989.19	66.21%
104 CITY PERMANENT FUND		0.00	945,676.57	945,676.57	0.00	100.00%
205 VEHICLE REMOVAL/IMPOUND FUND		95.95	95.95	0.00	(95.95)	no budget
333 2012 SNOWPOCALYPSE		4,970.66	881,259.12	0.00	(881,259.12)	no budget
401 GENERAL PROJ & GRANT ADMN		42,696.93	347,072.56	504,808.00	157,735.44	68.75%
410 CHIP SEAL C.I.P.		0.00	0.00	200,000.00	200,000.00	0.00%
435 HOSPITAL REPAIR PROJECT		192,827.73	200,448.11	0.00	(200,448.11)	no budget
502 HARBOR ENTERPRISE FUND		135,069.70	727,197.61	1,010,956.14	283,758.53	71.93%
503 SEWER ENTERPRISE FUND		36,615.42	382,227.16	627,210.00	244,982.84	60.94%
504 WATER ENTERPRISE FUND		38,919.04	438,157.46	675,593.42	237,435.96	64.86%
505 REFUSE ENTERPRISE FUND		70,892.16	579,983.18	831,325.00	251,341.82	69.77%
506 ODIK CAMP PARK		2,934.84	25,376.68	53,662.00	28,285.32	47.29%
602 HARBOR & PORT PROJECTS		15,871.91	137,496.81	1,790,000.00	1,652,503.19	7.68%
603 SEWER PROJECTS		18,039.01	42,385.24	264,000.00	221,614.76	16.06%
604 WATER PROJECTS		1,871.48	34,244.55	252,000.00	217,755.45	13.59%
605 SOLID WASTE PROJECTS		0.00	0.00	832,000.00	832,000.00	0.00%
654 LT2 COMPLIANCE PROJECT		10,854.84	10,854.84	0.00	(10,854.84)	no budget
<b>Total Expenditures</b>		<b>1,579,634.43</b>	<b>11,501,897.56</b>	<b>18,181,642.04</b>	<b>6,679,744.48</b>	<b>63.26%</b>
<b>Net Rev/Exp</b>		<b>521,910.94</b>	<b>(1,697,414.86)</b>	<b>421,061.98</b>	<b>2,118,476.84</b>	

For Administration Use Only, 58% of the fiscal year has elapsed

City of Cordova									
Capital Projects Status Report									
As of July 31, 2012									
		Grant	Grant/Loan	Grant/Loan	Adopted	Expenditure	Amend	Finish 2012	Rollover 2013
Project	Fund#	or Loan	\$ Budget	\$ Expected	\$ Budget	\$ Expected	Budget	Y/N	Y/N
GIS	401		\$0	\$0	\$20,000	\$20,000	no	no	yes
Code Revisions	401		\$0	\$0	\$50,000	\$50,000	no	no	yes
Dispatch Radio Consoletts	401		\$0	\$35,000	\$15,000	\$50,000	yes	yes	no
Report Writing System	401		\$0	\$0	\$0	\$3,808	yes	yes	no
Evidence Locker System	401		\$0	\$0	\$20,000	\$20,000	no	yes	no
Surveillance Jail Dispatch	401		\$0	\$0	\$15,000	\$15,000	no	yes	no
Code Blue	401	Grant	\$1,155	\$1,155	\$4,655	\$4,655	no	yes	no
DHS 12 EMPG	401	Grant	\$8,000	\$8,000	\$16,000	\$16,000	no	yes	no
DHS 13 EMPG	401	Grant	\$8,000	\$8,000	\$16,000	\$16,000	no	yes	no
DHS 09 SHSP	401	Grant	\$0	\$74,524	\$0	\$74,524	yes	yes	no
DHS 10 SHSP	401	Grant	\$0	\$8,943	\$0	\$9,556	yes	yes	no
Southern Region Matching Grant	401	Grant	\$1,250	\$1,250	\$2,500	\$2,500	no	yes	no
Disaster Mgt Supplies	401		\$0	\$0	\$6,500	\$6,500	no	yes	no
Mt Eccles Estate Culvert	401		\$0	\$0	\$25,000	\$60,000	yes	yes	no
4th St Upgrade	401		\$0	\$0	\$25,000	\$0	no	no	yes
First Street Rehab	401/603/604		\$0	\$0	\$128,000	\$128,000	no	yes	no
Tot Lot	401		\$0	\$0	\$25,000	\$25,000	no	yes	no
Bidarki door replacment	401		\$0	\$0	\$10,000	\$10,000	yes	yes	no
Blue Van Replacment	401		\$0	\$0	\$12,700	\$12,700	no	no	yes
Weight Room Equip	401		\$0	\$0	\$7,243	\$7,243	no	yes	yes
Boiler Replacment	401		\$0	\$0	\$10,000	\$10,000	no	no	yes
Automated Chemical Dosing	401		\$0	\$0	\$47,790	\$49,000	yes	yes	maybe
UV system	401		\$0	\$0	\$18,690	\$25,000	yes	yes	no
New Pool Liner	401		\$0	\$0	\$115,730	\$125,000	yes	yes	no
ILP Building	408		\$0	\$0	\$0	\$80,000	yes	yes	no
Chip Seal	410	Grant	\$150,000	\$0	\$200,000	\$50,000	no	yes	yes
Hospital Capital Proj	435	Grant	\$0	\$2,000,000	\$0	\$2,000,000	yes	yes	yes
North Fill Dock	602	Grant	\$350,000	\$350,000	\$350,000	\$350,000	no	yes	yes
Breakwater Extension	602	Grant	\$1,400,000	\$2,011,000	\$1,400,000	\$2,011,000	yes	yes	no
Harbor Boardwalks	602		\$20,000	\$20,000	\$20,000	\$20,000	no	yes	no
Harbor Study	602		\$20,000	\$20,000	\$20,000	\$20,000	no	yes	no
Odiak Lift Station	603		\$0	\$0	\$14,000	\$16,500	yes	yes	no
WWTP Sreen House	603	Grant	\$40,000	\$0	\$58,000	\$0	no	no	yes
WWTP Siding	603		\$0	\$0	\$45,000	\$0	no	no	yes
WWTP disinfection, permit	603	Loan	\$31,500	\$0	\$105,000	\$20,000	no	yes	no
Water Tank Clean Repair	604		\$0	\$0	\$50,000	\$0	no	no	yes
Spruce St Wtr main repairs	604		\$0	\$0	\$15,000	\$0	no	no	yes
LT2 Compliance	604	Grant/Loan	\$0	\$60,000	\$0	\$60,000	yes	no	yes
Solid Waste Cell Expansion	605	Grant	\$35,000	\$0	\$150,000	\$0	no	no	no
Bailer Paving	605	Grant	\$115,000	\$55,488	\$382,000	\$79,269	no	yes	no
Grader	605	Grant	\$210,000	\$0	\$300,000	\$0	no	no	unknown

U.S. Department of  
Homeland Security

United States  
Coast Guard



Commanding Officer  
USCGC SYCAMORE (WLB-209)

P.O. Box 300  
Cordova, AK 99574-0300  
Phone: (907) 424-3434  
Fax: (907) 424-5976  
Email: michael.r.sarnowski@uscg.mil

4001  
July 20, 2012

The Honorable Jim Kallander  
Mayor of Cordova  
P.O. Box 1210  
Cordova, Alaska 99574

Dear Mayor Kallander:

It is with great appreciation that I wanted to say thank you to you, Trident Seafoods, and the citizens of Cordova for your generous gift of Copper River Red Salmon. SYCAMORE and her crew consider Cordova home, and when our home is in need of help we are always ready to do our part. I look forward to continuing our excellent relationship with both you and your fine city.

Sincerely,

A handwritten signature in black ink, appearing to read "M. R. Sarnowski".

M. R. SARNOWSKI  
Lieutenant Commander, U.S. Coast Guard  
Commanding Officer, USCGC SYCAMORE (WLB-209)

8/22/2012

Regards: King Salmon Bycatch  
From: Warren Brown

RECEIVED

AUG 23 2012

City of Cordova

As we all know, the Chinook salmon returns the past few years, especially this current season are at all time lows in many areas of Alaska.

While area sport, commercial, subsistence fisherman are being restricted from fishing kings, the trawl fleet from the Bering Sea and the Gulf of Alaska continue to catch and discard kings at an alarming rate.

So, while east side setnetters and Kenai River guides had to stop fishing this season because of low king returns, the bycatch fleet keeps on killing Chinooks. The bycatch rate stands at 60,000 kings in the Bering Sea and no cap this year in the Gulf, but next year there will be a 25,000 Chinook cap implemented there. 85,000 kings is a lot of kings. more than many large river systems combined. This is not intended to blame the entire king problem on the trawl fleet, i am sure there are ocean survival problems we don't know about yet. But we do know where 85,000 are going, overboard.

All user groups cannot accept such large numbers of kings to be wasted as bycatch while we wait for and wait for king caps to go down.

The time is now to unite all user groups into one common goal: to reduce the king bycatch to a minimal amount.

These are a few of the areas restricted this past season (2012) from either sport, commercial or subsistence fishing for kings:

Yukon River  
Copper River  
Kenai River  
Kasilof River  
Chilkat River  
Situk River  
Taku River  
Kuskowim River  
Norton Sound  
Lower Cook Inlet  
Kodiak  
Chignik  
Bristol Bay  
Susitna and little Susitna Rivers  
Anchor River

That is a long list that encompasses most of the State. Think of the lost revenue in each of these areas. The guides who lost out on charters, the food and lodging industries. the travel industry. The families who couldn't fish like the cook inlet set netters and all the people they employed. The sales tax revenue. This is millions of dollars lost just this season, to the individuals and to our communities/ State. What are we waiting for, the Chinook to be put on the endangered species list?

We can do something now that will help, and that is to reduce the king bycatch. There is a North Pacific Fisheries Council meeting in December that we must either attend, or at least write to our council members to inform them how many of us want change, now.

I am compiling a list of organizations and individuals that will back an emergency proposal to the council. Please let me know if you will join this movement. All suggestions are invited.

Warren (Buck) Brown. 907.399.2341 buck@xyz.net

## Susan Bourgeois

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**From:** Jonah Dart-Mclean <jonah@eyak-nsn.gov>  
**Sent:** Thursday, August 30, 2012 10:34 AM  
**To:** Erika Empey; Susan Bourgeois  
**Subject:** support for alternative transportation grant  
**Attachments:** Executive summary.pdf; USFS 2011 Support Letter.pdf; CREW support letter 2012.pdf

To whom it may concern,  
the Native Village of Eyak is working on a submission for the Paul S. Sarbnes "Transit in the Parks" program for a planning grant to determine the feasibility of a bike/pedestrian walkway along the highway from town to the airport. We are wondering if the City of Cordova could provide a letter of support for this proposal. Attached is a copy of support letters and the executive summary.

Thank you,

Jonah Dart-Mclean  
Capital Projects Coordinator  
Native Village of Eyak  
110 Nicholoff Way  
PO Box 1388  
Cordova, AK 99574  
Phone (907) 424-2290  
Cell (907) 429-5662  
[www.eyak-nsn.gov](http://www.eyak-nsn.gov)

## Executive Summary

The Native Village of Eyak (NVE) is requesting funds from the Paul S. Sarbanes "Transit in the Parks" program to conduct a feasibility study/cost analysis, exploring alternative transportation options along the Copper River Highway in Cordova, Alaska. This effort will move forward the implementation of several action recommendations suggested in the final report of the "Eyak Integrated Motorized & Non-motorized Alternative Transportation Plan", (2009). A key regional recommendation was to seek funding and key partners to initiate Copper River corridor discussions regarding the protection of wild salmon stocks while addressing long-standing issues of access as well as potential connections to public lands within the Chugach National Forest. Several strategic actions in the 2009 plan relate to this grant application:

Action #1 - recommends development of a multi-agency/tribal/community led partnership to begin addressing the many issues along the Copper River Highway, including transportation access to public and tribal lands.

Action # 9 -supports development of regional attractions that emphasize alternative transportation, including facilities for bicycle & pedestrian travel to campgrounds/hiking trails.

Action # 14 addresses non-oil dependent futures and the need for research and development into alternative transportation, suggesting ways to reduce current dependence on non-renewable resources, curb pollution, and provide safe and affordable transportation choices.

There is very little parking along the Copper River Highway which becomes crowded and hazardous in the summer with peak arrivals of recreational salmon fishermen. The potential to have a bicycle/pedestrian pathway, separated from the highway (within the DOT right-of-way) is highly desired by this community. The pathway would provide a viable alternative transportation choice for community members as well as visitors, increasing mobility choices and a healthy outdoor recreational experience, while reducing pollution and improving safety through a separated pathway.

Funding received will focus on the feasibility and cost analysis relating to various alternative transportation options along the Copper River Highway. It will include:

- "Low impact" option of a bicycle/pedestrian pathway separated and parallel to the road from downtown Cordova eastward 12 miles to Merle K. Smith airport.
- Exploration of appropriate technologies, construction techniques and materials (recycling/reusing),
- Wetland access via elevated structures and bridge crossings,
- Permitting process for crossing wetlands, and various elements of the environmental assessment process (including EIS process requirements).

The funding requested will provide information and design to provide preliminary work including design options for a 12 mile bicycle/pedestrian pathway. The feasibility study and cost analysis would move a project forward to then access State, local, tribal, or other private funding for future environmental/engineering plans & construction.



United States  
Department of  
Agriculture

Forest  
Service

Seward  
Ranger  
District

P.O. Box 390  
334 Fourth Avenue  
Seward, AK 99664-0390

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File Code: 7710

Date: May 9, 2011

To: Administrator Rogoff,  
Federal Transit Administration  
1200 New Jersey Avenue Southeast  
Washington, D.C. 20590

Dear Mr. Rogoff,

We are in support of the grant application that the Native Village of Eyak is submitting to the Paul S. Sarbanes "Transit in the Parks" program, administered by the Federal Transit Administration, for an Eyak Alternative Transportation feasibility study for the Copper River Highway. We are aware of the parameters and intent of this grant program and feel that the staff of the Native Village of Eyak demonstrates strong leadership and the capability to carry out this project in partnership with the Forest Service.

The Chugach National Forest Cordova Ranger District staff have been interested in developing sustainable initiatives to provide visitor mobility and appropriate outdoor recreational opportunities in our area. We are aware of the importance of considering alternative transportation opportunities for giving access to lands and trails where appropriate and within our management direction and guidelines, which for the Copper River Delta through ANILCA, is to provide for the Conservation of Fish and Wildlife and their Habitats. This being said, some parts of the Copper River Highway corridor are more conducive than others to this concept, which this study would help sort out. We have partnered with the Native Village of Eyak in Cordova, Alaska on numerous projects, including the nomination of the Copper River Highway as a State Scenic Byway and look forward to working with them in developing a partnership plan for the corridor.

Thank you for your consideration.

Sincerely,

/s/ Robert W. Behrends (for)

TERESA BENSON  
District Ranger  
Cordova District Ranger





August 30, 2012

Administrator Rogoff  
Federal Transit Administration  
1200 New Jersey Avenue Southeast  
Washington DC, 20590

Dear Mr. Rogoff:

I am writing you to affirm our support of the grant application that the Native Village of Eyak is submitting to the Paul S. Sarbanes "Transit in the Parks" program, administered by the Federal Transit Administration, for an Eyak Alternative Transportation feasibility study for the Copper River Highway. We are aware of the parameters and intent of this grant program and feel that the staff of the Native Village of Eyak demonstrates strong leadership and the capability to carry out this project.

The community of Cordova has been interested in developing sustainable energy and transportation initiatives and looking at various opportunities to do projects in this arena. We are especially aware of the need to look at alternative transportation opportunities that reduce our dependence on oil while continuing to enjoy the mobility and access we have to places in and around our community. As a member of "CREW" (Cordova Renewable Energy Workgroup), we are partnering with the Native Village of Eyak and with many agencies in the Cordova, Alaska community to research and develop appropriate energy alternatives to oil dependence, looking to locally available resources.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Casey Pape", is written over a horizontal line.

Casey Pape  
Lead Organizer  
Cordova Renewable Energy Workgroup (CREW)

# Memorandum

**To:** City Council  
**From:** Planning Department and Public Safety Staff  
**Date:** 8/31/2012  
**Re:** Addressing Code

## **PART I. GENERAL INFORMATION:**

Requested Action: adoption of Ordinance 1097 to codify the “Addressing Policy”

## **PART II BACKGROUND:**

At the May 14, 2012 City Council Meeting the Council reviewed the “Addressing Policy” and directed staff to codify the policy. We have worked with the City Attorney to codify the parts of the addressing policy that need to be in code. The 10 page policy that was reviewed included guidance for staff in assigning addresses and provided criteria for analyzing and determining the renaming of duplicate road names. This guidance is important to staff and will be documented in the policy but according to the City Attorney, codification of these parts of the policy is not necessary. An example of the guidance type of language is below.

1. The following are specifications for addressing certain types of developments:
  - a) Multiple units on a lot: Unless otherwise provided herein, where there are multiple units within a single structure, each structure will receive a street address and each unit shall receive a unit designator. The address for the individual units shall be the building address and the unit designator.
  - a) Multiple but separate units located on a single lot shall have one street address and unit designator.
  - b) Commercial area, indoor: Where each unit in the commercial area has a separate outdoor entrance, each unit will be given a separate address. Where multiple commercial units are served by a common entrance, or entrances, each unit shall be addressed with a common street address and unit designator.

The staff had these goals for the addressing policy and code. We feel that with the code and policy we have met the goals below.

- A. To establish and maintain a system for the assignment, naming and identification of roads and numerical addresses for the City of

Cordova which will improve the efficiency of locating a property by use of a street name and number.

- B.** To establish a system of addressing for new projects, re-addressing areas, naming new roads, numbering roads, naming or renaming existing roads, and road and address signage.
- C.** To assign responsibility to specific City Departments concerning addressing, road naming, and road signage.
- D.** This ordinance does not purport to regulate the names of, addressing on, or signage for roads outside of the corporate boundaries of the City of Cordova.

**PART III. SUGGESTED MOTION:**

“I move to adopt Ordinance 1097”

**CITY OF CORDOVA, ALASKA  
ORDINANCE 1097**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
ADOPTING CORDOVA MUNICIPAL CODE CHAPTER 13.06 GOVERNING THE  
CREATION OF PUBLIC AND PRIVATE ROAD NAMES AND ADDRESSES AND THE  
DISPLAY OF SUCH NAMES AND ADDRESSES IN THE CITY OF CORDOVA,  
ALASKA**

**WHEREAS**, it is in the best interests of the City of Cordova, Alaska (“City”) to establish and maintain a system for the assignment, naming and identification of roads and numerical addresses within the City of Cordova; and

**WHEREAS**, the establishment of an assignment, naming and identification system of roads within the City will improve the efficiency of locating a property by use of a street name and address in the event of an emergency; and

**WHEREAS**, requirements for the display and maintenance of house addresses within the City will also greatly improve the efficiency of locating a property by use of a street name and address in the event of an emergency,

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Cordova, that:

Section 1. Cordova Municipal Code Chapter 13.06 is adopted to read as follows:

**TITLE 13 – STREETS, SIDEWALKS AND PUBLIC PLACES  
CHAPTER 6 ROAD, NAMING, SIGNING AND ADDRESSING**

Sections:

13.06.010	Purpose
13.06.015	Definitions
13.06.020	Road names required
13.06.030	Master list and map
13.06.040	Road naming
13.06.050	Notice and determination
13.06.060	Renaming of roads
13.06.070	Public hearing
13.06.080	Street name suffixes
13.06.090	Private road sign requirements
13.06.100	Addressing requirements
13.06.110	Display of addresses

13.06.010 Purpose

The purpose of this chapter is to establish and maintain a system for the assignment, naming and identification of roads and numerical addresses for the City of Cordova which will improve the efficiency of locating a property and provide for public safety.

## 13.06.015 Definitions

Whenever the following words or terms are used in this chapter, they shall have the meaning ascribed to them in this section, unless the content makes such meaning repugnant thereto.

- A. “Driveway” means any road which provides, will provide, or is proposed to provide direct access to only one lot from any other road which provides access to more than one lot.
- B. “Duplicate” shall mean that the road in question either has the identical name, has a name which because of its pronunciation or spelling is deceptively similar to another name, or has an identical name followed by a different designating suffix, i.e., Willow Street and Willow Road.
- C. “Private Road” means private easements or travel ways not dedicated to the public and located on private property.
- D. “Public Street” means a dedicated right-of-way or a public prescriptive easement as determined by a final court action.
- E. “Reasonable” shall mean that the choice of name for the road in question, to the extent possible, should be consistent with the historical, cultural, geographical, or natural significance of the area. Roads within a neighborhood are encouraged to use a consistent theme in their names.

## 13.06.020 Road names required

Official road names shall be established in accordance with the following:

- A. Every road existing, proposed, or constructed which provides, will provide, or is proposed to provide access to two or more lots in the City of Cordova shall be identified with a unique road name so as to clearly identify and distinguish such road from every other road in the City of Cordova.
- B. Naming of private streets shall be in accordance with this section and shall be named in accordance with the procedures of section 13.06.040.
- C. Naming a private road does not constitute a legal dedication of the street for public right-of-way or maintenance purposes.
- D. Driveways shall not be required to be identified by a separate road name, but shall be required to comply with other signage and addressing requirements of this chapter.
- E. No Road shall have a duplicate name.

- F. A different suffix (street, avenue, etc.) does not constitute a different name.
- G. Road names shall not exceed 18 letters and/or spaces.
- H. All road names shall be reasonable as defined in this chapter.
- I. The City Planning Department shall have the final authority to approve and assign road names for roads within the City.
- J. No building permit shall be issued for any construction on property in the City unless the road accessing such property has been assigned a name pursuant to this chapter.

#### 13.06.030 Master list and map

The Planning Department and the Public Safety Department shall maintain a master list and map of all roads within the City which identifies each road by its unique name or designation and its location. Once a road name or other designation is approved and assigned, that name shall not be used for any other road in the City, unless otherwise provided for in this code.

#### 13.06.040 Road naming

- A. The Planning Department upon a finding that an existing road name conflicts with or duplicates another existing road name thereby causing confusion as to the exact location of either road or the road has not been assigned a name, shall officially rename the road(s) using the procedures set forth in 13.06.040(B) and 13.06.040(C).
- B. The Planning Department shall send written notice to the record owners of any land accessed by any road identified in Section 13.06.040(A). Such notice shall contain, at a minimum, the following:
  - 1. A description or identification of the road(s) and property in question;
  - 2. A statement that the name of the road accessing the property duplicates the name of another in the City or that the road has not been assigned a name;
  - 3. A statement or copy of the criteria to be used for naming or renaming roads;
  - 4. A determination by the Planning Department and Public Safety Department that one or more of such roads must be named or renamed, identifying which road or roads are required to be named or renamed; and
  - 5. A notice of the time in which the record owners of land assessed by such road or roads identified for naming or renaming shall respond by petition for naming or renaming the identified road(s).
- C. Within 30 days of the mailing of the notice required under section 13.06.040(B), the record owners of land accessed by any road required to be named or renamed may submit to the Planning Department a Petition for Naming or Renaming Roads containing the following:

1. Proposal of a name or new name for the road or roads required to be named or renamed.
2. Signatures of the record owners of a minimum of 51% of all land accessed by such road or roads.
3. If such owners of land cannot agree on one name, the Petition may contain a list of no more than three alternative names for any one road.

13.06.050 Notice and determination

- A. Upon receipt of a Petition as provided in 13.06.040(C) the Planning Department shall approve and assign any name proposed in such petition if it is found that such name is reasonable and does not duplicate the name of any other road within the City of Cordova.
- B. In the case that no petition has been received within 30 days of the mailing of the notice required in 13.06.040, or if it has been determined that the name proposed in the petition is a duplicate, a reasonable name shall be selected and assigned pursuant to the guidelines contained in section 13.06.020.
- C. Once a road name is approved and assigned pursuant to this section the Planning Department and the Public Safety Department shall make a notation of such name or changed name on the master list and map of all roads in the City.

13.06.060 Renaming of roads

- A. A petition to rename a road submitted to the Planning Department shall contain:
  1. A description or identification of the road(s) and property in question;
  2. A statement describing why the name of the road should be changed;
  3. A statement that the new name does not duplicate any current road name in the city;  
and
  4. A document which shall be signed by the record owners supporting the proposed name change.
- B. Within 30 days of the receipt of the petition as required in section 13.06.040(A):
  1. The Planning Department shall determine whether the proposed name of the road duplicates any other road in the City;
  2. The Planning Department shall schedule a public hearing pursuant to 13.06.070.

13.06.070 Public hearing

A. The Planning Commission shall hold a public hearing upon each properly submitted petition. Such hearing shall be held not less than ten days nor later than thirty days following the date of receipt of such petition and the applicant shall be notified of the date of such hearing. Notice shall be sent by regular mail to property owners fronting the street to be renamed, as shown on city tax rolls. Notice shall include:

1. Current road name
2. Proposed new name
3. Map showing the road location

## 13.06.080 Street name suffixes

A suffix designation shall be added to all new, renamed, or unnamed streets as follows:

1. Avenue: A wide, principal thoroughfare leading from a main road.
2. Boulevard: A wide street, often divided by a median.
3. Circle: A road that circles back to its beginning point or to the same road from which it starts.
4. Court: A cul-de-sac or dead end road.
5. Drive: A winding road.
6. Highway: A designated state or federal route.
7. Lane: A narrow road; an uninterrupted street ending in a cul-de-sac or dead end.
8. Loop: See Circle.
9. Parkway: A special scenic route or park drive.
10. Path: A cul-de-sac or dead end road. Usually a road where automobile transportation is secondary to other forms of transportation, i.e. bicycles or foot travel.
11. Place: A short, usually narrow street; see Court.
12. Road: A street or road for low volume traffic, local access road, primitive roads and country roads.
13. Street: Any public road; also see Avenues.
14. Trail: See Path.

15. Way: See Court.

13.06.090 Private road sign requirements

- A. Purchase, installation and maintenance of road identification signs for private roads shall be the responsibility of the record owner(s) of property adjacent to and accessed by such road.
- B. Road identification signs for private roads in the City shall have a brown base with white letters.
- C. These signs shall be reflective and the letters or number shall be five inches in height.
- D. Signage may not be placed in a public right-of-way.

13.06.100 Addressing requirements

- A. Address numbers shall be required on all buildings, whether commercial or residential, within the City. Address numbers shall be assigned by the City of Cordova Planning Department:
  - 1. At the time of creation of lots pursuant to any City development approval process
  - 2. Prior to a building permit being issued
  - 3. At such times as it comes to the attention of the Planning Department that a lot requires an address number or it is required to be renumbered.
- B. Renumbering of Addresses shall be required whenever:
  - 1. Addresses are not sequential
  - 2. Addresses need to be changed or realigned after a road name is assigned or reassigned
  - 3. Lots were created without assignment of road names or addresses
  - 4. The Planning Department determines that renumbering is necessary.

13.06.110 Display of addresses

- A. All residences and businesses shall display address numbers or characters which identify the property address and are plainly visible and legible from the street or road fronting the property. It shall be the responsibility of the record owner of a structure(s) to maintain address signage pursuant to this chapter.

1. Numbers shall be displayed clearly from the road at all times. Consideration should be made in regard to visibility, to seasonal changes, landscaping, daylight and evening light.
2. For buildings which are not visible from the street or are located more than fifty feet from the shoulder or curb of the street, address characters shall be affixed to a free-standing sign or post located adjacent to the road in which the property is addressed.
3. The sign or post shall be located twenty five feet or less from the shoulder or curb of the road at the point of access. The post shall be a minimum of five feet in height from the ground and not to exceed seven feet in height.
4. Numbers may be placed vertically and read from top to bottom if a post is used, or the numbers may be placed horizontally on a sign affixed to the post.
5. All address characters shall be of a color and/or material that contrasts with the background or shall be reflective.
6. All characters and number shall be at least four inches in height.
7. Addresses shall be posted during construction of a new building pursuant of this code.

Section 2. This ordinance shall be effective thirty (30) days after its passage and publication. This ordinance shall be enacted in accordance with Section 2.13 of the Charter of the City of Cordova, Alaska, and published in the Cordova Times, a newspaper of general circulation in the City, within ten (10) days after its passage.

1<sup>st</sup> reading: September 5, 2012

2<sup>nd</sup> reading and public hearing: September 19, 2012

**PASSED AND APPROVED THIS 19<sup>th</sup> DAY OF SEPTEMBER 2012.**

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James Kallander, Mayor

ATTEST:

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Susan Bourgeois, City Clerk

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## A MEMO FROM SUSAN BOURGEOIS, CITY CLERK

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DATE: August 27, 2012

TO: Mayor & City Council

SUBJECT: Resolution 09-12-40 CIP List/Resolution quarterly review

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Council has decided to revisit the Capital Improvements Projects Resolution and list at least quarterly. I have included the last resolution that Council passed in January 2012. Resolution 09-12-40 has the same list inserted but at tonight's meeting Council may choose to remove/add priorities to the list and/or reorder the priorities. Motions should be made to amend the resolution and then the passage of the resolution should be voted upon. City Lobbyist John Bitney is present to discuss the list and the process with Council. Council may choose to enter into an executive session on this item for financial reasons to discuss lobbying strategies with John Bitney.

**Possible motion:** move to amend Resolution 09-12-40 by reordering the capital priorities as follows: 1.\_\_\_\_, 2.\_\_\_\_, 3.\_\_\_\_, etc.

**Required Action:** Majority voice vote.

**Recommended motion:** move to approve Resolution 09-12-40 a resolution of the City Council of the City of Cordova, Alaska designating Capital Improvement Projects, as amended.

**Required Action:** Majority voice vote.

**CITY OF CORDOVA, ALASKA  
RESOLUTION 01-12-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
DESIGNATING CAPITAL IMPROVEMENT PROJECTS.**

**WHEREAS**, the Cordova City Council has identified several Capital Improvement projects that will benefit the citizens of Cordova, and in several cases the entirety of Prince William Sound; and

**WHEREAS**, the City Council of the City of Cordova has identified the following Capital Improvement projects as being critical to the future well being and economy of Cordova and the surrounding area:

1. Hospital roof replacement & other minor exterior repairs
2. Electronic Health Records at CCMC
3. South Fill Expansion & Sawmill Avenue Extension
4. Shipyard Building
5. Shipyard Fill
6. G Float Replacement
7. Municipal Dock (Ocean Dock) Renovation
8. South Fill Sidewalks
9. Public Safety Building
10. Recreation Building
11. Water / Wastewater Plant upgrades
12. Ferry Trail

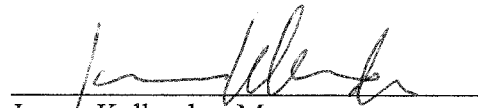
and;

**WHEREAS**, some or all of these projects will be submitted to State or Federal legislators and agencies as Capital Improvement projects in the City of Cordova, Alaska.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Cordova, Alaska, hereby designates the above listed projects as Capital Improvement projects.

**PASSED AND APPROVED THIS 4<sup>th</sup> DAY OF JANUARY, 2012**



  
James Kallander, Mayor

ATTEST:

  
Susan Bourgeois, City Clerk

**CITY OF CORDOVA, ALASKA  
RESOLUTION 09-12-40**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
DESIGNATING CAPITAL IMPROVEMENT PROJECTS.**

**WHEREAS**, the Cordova City Council has identified several Capital Improvement projects that will benefit the citizens of Cordova, and in several cases the entirety of Prince William Sound; and

**WHEREAS**, the City Council of the City of Cordova has identified the following Capital Improvement projects as being critical to the future well being and economy of Cordova and the surrounding area:

1. Hospital roof replacement & other minor exterior repairs
2. Electronic Health Records at CCMC
3. South Fill Expansion & Sawmill Avenue Extension
4. Shipyard Building
5. Shipyard Fill
6. G Float Replacement
7. Municipal Dock (Ocean Dock) Renovation
8. South Fill Sidewalks
9. Public Safety Building
10. Recreation Building
11. Water / Wastewater Plant upgrades
12. Ferry Trail

and;

**WHEREAS**, some or all of these projects will be submitted to State or Federal legislators and agencies as Capital Improvement projects in the City of Cordova, Alaska.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Cordova, Alaska, hereby designates the above listed projects as Capital Improvement projects.

**PASSED AND APPROVED THIS 5<sup>th</sup> DAY OF SEPTEMBER, 2012**

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James Kallander, Mayor

ATTEST:

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Susan Bourgeois, City Clerk



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

# CITY OF CORDOVA

## *Office of Chief of Police*

Date: August 14, 2012  
To: Cordova City Council  
Via: Mark Lynch, City Manager  
From: Bob Griffiths, E-911 Committee Chair

### **Re: E-911 Committee Recommendations to Cordova City Council**

The E-911 Committee has received, discussed and accepted the final Consultant's Report from Mr. George Molczan. The final report is included with this memo and in your Council packets.

The Committee recommends to City Council the approval of the recommendations from E-911 consultant George Molczan to:

1. Draft and release an immediate RFP's for assistance in getting the data and mapping in order as soon as possible. With Council approval, utilize previously collected E-911 surcharge funds within FY 2012 to pay for the assistance;
2. Draft and release a separate RFP's for reverse 911 to have accurate budget figures for FY 2012, and
3. Proceed with Procom in negotiating an updated cost proposal that addresses the recommendations from the Consultant, with the intent proceed with the system in FY 2013 subject to Council approval.

### **Committee Recommended Motion:**

#### **Motion for Approval:**

"I move the acceptance of George Molczan's Consultant report on Enhanced 9-1-1; that Council direct staff to proceed with drafting and seeking of Requests for Proposal for geographic data and mapping support as well as for a "Reverse 9-1-1" type Emergency Community Notification System; and that staff renew negotiations with Procom on an updated cost proposal for an Enhanced 9-1-1 system for the City of Cordova."

# **Cordova Alaska**



## **E-911 System Review & Recommendations**



**DRAFT**

June 19, 2012

To: Cordova E-911 Committee,

This report is in response to your request for assistance to determine the status of Cordova's current 9-1-1 system and to propose a plan of action to bring the system to a "current technology" status, a system, which is expandable to meet Next Generation 9-1-1 requirements.

There are five parts to this report.

1. Project Goals
2. Current Status
3. Findings
4. Recommendations
5. Next Steps

The first three parts, Project Goals, Current Status, and Findings, define the project's goals and to document the status of Cordova's current 9-1-1 system.

The Recommendations and Next Steps are a plan for Cordova to move the 9-1-1 system upgrade from concept to completed project in a logical progression.

As always, I am available to answer questions or assist as requested.

Respectfully,

George Molczan  
Consultant  
907-250-4544  
[george@gmolczan.com](mailto:george@gmolczan.com)

Attachments (3)

**City of Cordova**  
**E-911 System Review**  
**Findings and Recommendations**

Prepared by:  
George Molczan – Consultant  
5060 Shennum Dr.  
Wasilla AK, 99654  
June 22, 2012

## **1 - Project Goals:**

To identify opportunities and risks for Cordova in regards to their current 9-1-1 system and what upgrade/replacement options are available.

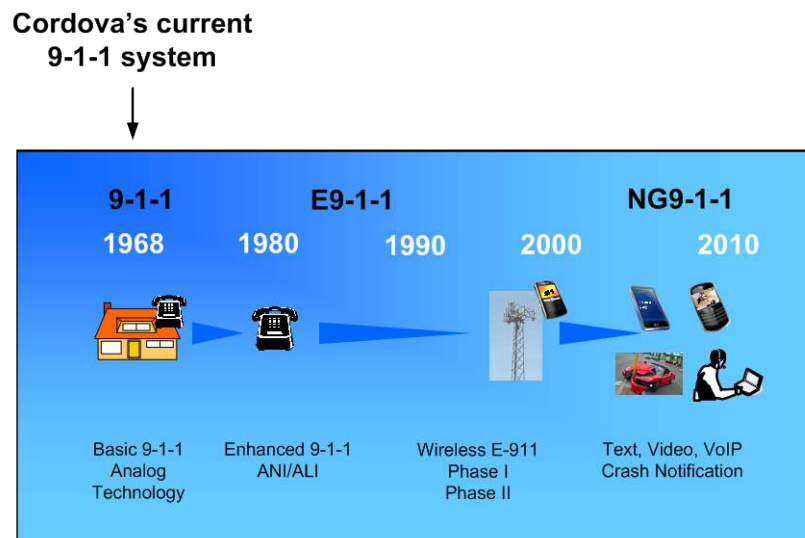
Briefly stated the identified tasks are:

- Identify and gather input from Cordova's Public Safety system stakeholders.
- Evaluate the current 9-1-1 system's capabilities and identify strengths and weaknesses. For example; what is the age of system; its upgradeability; and what are outstanding maintenance issues?
- Identify issues that, in upgrading the system, will affect the wireline and wireless telephone companies that serve the Cordova area.
- Identify future system requirements. For example, the provision of name and address for wireline 9-1-1 calls, the provision of location information for wireless 9-1-1 calls, the need for a Reverse 9-1-1 capabilities, and the future expansion capabilities to support 9-1-1 texting, video etc.
- What is the ability to move the proposed solution in anticipation of a move to a new public safety facility?
- Identify costs and critical decision points involved in replacing/upgrading Cordova's 9-1-1 system and identify potential funding sources.
- Report to the E-911 Committee the findings and support those findings in a presentation to the City Council.

## 2 - Current Status:

Cordova's current 9-1-1 system is part of a multi-line telephone system with four lines dedicated to incoming 9-1-1 calls<sup>1</sup> and three lines for administrative calls. The wireline and wireless service providers that serve the Cordova area, upon receiving a 9-1-1 call, route the call to the lead-number of the four dedicated 9-1-1 lines.

When a call-taker receives a 9-1-1 call, they may or may not receive caller ID information with the incoming call. Like a business or residential subscriber, if the calling party blocks their ID information, the call-taker will not receive information about the incoming call.



**Figure 1 – E-911 Technology Timeline**

Figure 1 shows the evolution of the technology of emergency calling from 1968 to present. As can be seen, Cordova is served with an emergency call center of the 1968 era.

Civic leaders past and present have recognized the need to upgrade Cordova's 9-1-1 system; however, for various reasons the project has simmered on the back burner. The current leaders recognizing

<sup>1</sup> Each of the incoming 9-1-1 lines has a local telephone number, like a normal business line. There is nothing unique about these lines. If anyone mistakenly dials the local telephone number associated with these lines, the call will come into the emergency call center looking like it is a 9-1-1 call.

something needs to be done formed the E-911/NG9-1-1<sup>2</sup> Committee (Committee) to evaluate the replacement/upgrade possibilities for the City's 9-1-1 system.

In late 2010, the Committee issued a Request for Proposal (RFP) for a state-of-the-art E-911/NG9-1-1 system. Three vendors responded to the RFP. Of the three responses, two were deemed non-compliant. The third, from Motorola/ProComm Alaska (ProComm) addressed the major issues. Hence, the Committee recommended the Council enter into contract negotiations with ProComm.

The Council, on conducting their "due diligence", determined there were too many unanswered questions to allow them to make an informed decision. At this time the E-911 Committee was directed to resume their quest for a solution to Cordova's aging 9-1-1 system.

This brings us to where we are today.

<sup>2</sup> E-9-1-1 is "Enhanced 9-1-1" and NG-9-1-1 is "Next Generation 9-1-1".

### **3 – Findings:**

Cordova's 9-1-1 system is outdated and needs to be replaced, however, there are a couple of issues, which may slow (but not stop), the process of replacing the current system with a state-of-the-art system. These issues are:

#### **Addressing:**

A critical component of Enhanced 9-1-1 systems is the Automatic Location Information (ALI) database. The ALI database is where an E-911 system retrieves information (name, address, etc.) associated with a wireline calling party's telephone number.

The ALI database is created and updated from information verified against a Master Street Address Guide (MSAG). The MSAG, created and maintained by a municipality, is used by the wireline telephone companies to verify addresses as they install or relocate wireline phone service.

The MSAG/ALI database interaction is complex (see attachment 3); however, without a valid ALI database, it is not possible to have a functioning E-911 system.

#### Addressing issues:

1. While Cordova has an "addressing policy", they currently do not have an MSAG.
2. There is a need to identify which department is responsible for the ALI database creation and ongoing maintenance. Typically, this is an Information Technology (IT) department responsibility.
3. After the MSAG and ALI databases are created, the City needs to work closely with the wireline telephone companies to insure they understand its use and the processes that need to be followed with every service order that establishes, disconnects, or moves<sup>3</sup> phone service.

#### Comment:

An MSAG does not have to be a large and elaborate IT project. It can be a Microsoft Excel spreadsheet or an Access database. It is the creation of the file format and entering of the data that is important in the initial phase of a E-911 upgrade project. Entering and updating the data has to be coordinated with the

<sup>3</sup> The moves referred to are where service is moved from one physical address to another, not a move within a building etc.

Planning department as they continue the city's addressing project. After the initial creation of an MSAG, its updating is a process that must continue.

**Public Education:**

Since the 9-1-1 system upgrade in some way will affect many of Cordova's residents, communication with the public is essential. Some of the issues are:

Addressing – From a U.S. Mail perspective, addressing does not have an immediate impact on the community as everyone has a P.O. Box for mail delivery. However, as the planning/addressing department continues with the creation of the MSAG/ALI databases, some residents may wonder why they need a street address and what value it is. It is important to make the association between a 9-1-1 caller and the physical location to which first responders are dispatched.

Surcharges – The public raises the usual questions when any surcharge or tax is proposed. Re-instating an E-911 surcharge to fund a new E-911 system will be no exception.

## **4 - Recommendations:**

The following recommendations are based on the review and investigation of Cordova's current 9-1-1 system and the actions necessary to meet the stated project goals.

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### **Addressing:**

A representative from the planning department should be involved with the E-911 project implementation team.

Provide the Planning department (assuming they are the group that will be creating a MSAG) the resources necessary to enable them to move the project forward swiftly.

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### **Public Education:**

Education about the 9-1-1 upgrade project may need to wait until the project is approved and funded. However, publishing information about why street addresses are important and how they play a role in upcoming 9-1-1 upgrades can start any time.

The next public education phase should focus on the upcoming E-911 system upgrade. An explanation of where Cordova is today and the City's obligation to its citizens and the need for a 9-1-1 surcharge.

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### **E-911 System:**

As noted in the Current Status section of this report the only response to the initial RFP that addressed a major portion of the issues was from Motorola/ProComm Alaska (ProComm). Having reviewed the original RFP and the responses, Motorola/ProComm Alaska's response does respond to the requirements of the RFP. However, while they respond to the RFP, there are a number of operational and technical details, which are unclear. These details could have an impact on the final product in terms of both functionality and cost. Attachment 1 is a list of these details.

Attachment 2 is a list of potential hidden cost's that need to be considered, as they will have a cost impact on the project.

The first E-911 System Recommendation has three parts, which allows the basic project to move forward while the Reverse 911 and Wireless E-911 Phase I/II components receive additional scrutiny.

### **E-911 System Recommendation – Part 1:**<sup>4</sup>

1. Remove the Reverse 911 emergency call notification system from the solution proposed by ProComm. (See E-911 System Recommendation – Part 2 for a recommendation regarding Reverse 911).
2. Remove the Wireless E-911 Phase I/II requirements from the initial deployment.<sup>5</sup> (See E-911 System Recommendation – Part 3 for the recommendation regarding Wireless E-911 Phase I/II).
3. Work with ProComm to resolve the technical/operational issues as noted in attachment 1.<sup>6</sup>
4. Request ProComm submit a formal addendum to their RFP response covering the technical/operational deficiencies as resolved in working with the Committee. This would include current pricing and future maintenance and licensing costs. This quote should include pricing for the addition/implementation of wireless E-911 Phase I/II. (The Reverse 911 emergency call notification system should **not** be part of this response).
5. After all identified issues are resolved to the satisfaction of the Committee; submit a report to the City Council with a recommendation the City enter into contract negotiations with ProComm for a Basic E-911 system to include the following:
  - E-911 system with ALI database for wireline subscribers
  - Phase 0 (zero)<sup>7</sup> location support for wireless 9-1-1 calls

<sup>4</sup> The E-911 System Recommendation, parts 1, 2, and 3 are based on the City's legal counsel agreeing that it would be OK to continue negotiations with ProComm based on ProComm's initial response to the City's request for proposal (RFP).

<sup>5</sup> Prior to implementing Wireless E-911 Phase I and II there are several milestones that must be met prior to giving notice to the wireless carriers of the City's intent to implement wireless E-911 Phase I/II.

<sup>6</sup> Estimated time to resolve the operational/technical details with ProComm is one week, subject to availability of those involved. At the same time, there are a number of technical issues, which the wireline and wireless telephone service providers and ProComm need to address. These issues could require additional time.

<sup>7</sup> Wireless Phase 0 (zero) only provides the calling party number to the emergency call-taker when a 9-1-1 call is placed from a wireless phone.

- Capabilities for future enhancement to support wireless E-911 Phase I/II<sup>8</sup> and Next Generation 9-1-1 calling features such as texting and video

**Implementing this part of the project will move Cordova's 9-1-1 system from the 1960's era to the 1995/2000 era.**

### **E-911 System Recommendation – Part 2**

- Prepare and issue an RFP for a Reverse 911 emergency notification system that would be compatible with the Basic E-911 system proposed in "E-911 System Recommendation – Part 1".
- Based on the responses to the RFP a selection and recommendation would be forwarded to the City Council for final approval.

### **E-911 System Recommendation – Part 3**

Resolve the technical details of Wireless E-911 Phase I/II with the wireless service providers. If the Committee determines that the accuracy of the location information delivered by the wireless carriers warrants the cost of implementation, a final price quote from ProComm would be necessary to move forward with a recommendation to the City Council.

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### **E-911 System Alternative Recommendation:**

This recommendation would be the second choice, should City legal counsel indicate that it is not appropriate to continue negotiations with ProComm.

1. Develop and distribute a revised RFP with specific detail in regards to operational functionality and costs of a system with:
  - Basic E-911 system with ALI database for wireline subscribers
  - Phase 0 (zero) support for wireless 9-1-1 calls
  - Reverse 911 emergency call notification

<sup>8</sup> Wireless E-911 Phase II is not proposed to be a part of the initial package as there are many technical details that need to be resolved between the wireless service providers and the City. To resolve all of these issues prior to implementing the Basic E-911 part of the project, could delay the entire project several months.

- Capabilities for future enhancement to support wireless E-911 Phase II and Next Generation 9-1-1 calling features such as texting and video
2. Analyze RFP responses; select the vendor that best meets the requirements of the RFP.
  3. Work with the selected vendor to clarify operational and technical details. Request an addendum covering the clarified operational and technical details and cost adjustments.
  4. Forward a report with their findings and a recommendation that the City Council.

This option will add approximately 6 to 8 weeks, or more, to the overall process.

## **5 - Next Steps:**

1. Based on this report make presentation to the E-911 Committee
  - Get concurrence of Committee members to accept the report or request additional information and/or clarification as necessary
2. Make presentation to City Council based on Committee recommendation

### **After Council go-ahead**

3. Start clarification process with ProComm – (Assuming it is System Recommendation – Part 1 and Part 2 that is presented to and accepted by Council)
4. Start preparation of RFP for Reverse 911 Emergency Call Management System – This process can then continue in parallel with the E-911 system implementation, keeping in mind the selected E-911 solution.
5. Form a System Implementation Team (The System Implementation Team is not the same group as the E-911 Committee that was brought together to find a solution to the City's 9-1-1 dilemma, although there should be some overlap between the two groups).
  - a. E-911 Committee
  - b. Vendor
  - c. Police
  - d. Fire
  - e. Planning (addressing)
  - f. City IT ??
  - g. Telco's - wireline and wireless

6. Start Citizen Education

## **Attachment 1 – Items of concern with ProComm's response to Cordova's RFP**

The following is a list of items that are of concern regarding Motorola/ProComm's response to the City of Cordova's RFP for a replacement E-911/NG9-1-1 system. Questions/concerns relating to the Reverse 911 system have been removed as it is recommended that the Reverse 911 system be handled as a separate project.

1. In section 6.2.1,<sup>9</sup> it states; "*Ready for IP ALI*" - Explain IP ALI and how it differs from ALI as it related to Enhanced 9-1-1.
2. In section 6.2.1 it states; "*Supports automatic crash notification (ACN)*" – Explain how the system supports Automatic Crash Notification?
3. In section 6.2.1 it states; "*Features advanced Teletype for speech and hearing impaired callers (TTY)*" – Describe the "advanced Teletype features" that are unique to your product.
4. Provide a revised [or additional] drawing of figure 6-1 (VESTA Pallas System) showing, which pieces of equipment will be "rack mounted" in a common equipment rack. Also, indicate what equipment is redundant and which is not and indicate any potential single point-of-failure areas.
5. In regards to the VESTA Pallas PBX, explain how off premises extensions (OPX) are supported?
6. What is the distance limitation (from common equipment to station) of the VESTA Pallas PBX stations proposed in your solution? What type of cabling is required for connection of VESTA Pallas PBX stations to the common equipment? Is the cost of this cabling and its installation included in your proposal?
7. Provide detail information on the use of the "Genovation Keypad"
8. Which server does the ORION Mapstar software run on?
9. What are the provisions for backing up the local database associated with ORION Mapstar?
10. Provide a detailed explanation of the "expansion" capabilities of the VESTA Pallas system in regards to proposed configuration and maximum configuration of lines and trunks. In the case

<sup>9</sup> Sections numbers are in reference to ProComm's RFP response.

of trunking, indicate the difference, if any, between incoming administrative trunks and 9-1-1 trunks.

11. Provide specific power requirements for common equipment that would share a common UPS. Also indicate the maximum power load if the system were expanded to capacity. This is also in reference to an item in the scope of work stating that the City of Cordova will provide a UPS and Generator as required.
12. Provide operating environmental requirements for the common equipment that will be located in an "equipment closet".
13. In the Scope of Work document – City of Cordova Responsibilities it states; "the City of Cordova shall provide ALI connectivity to connect to the ALI database". This statement implies that the ALI database will not be residing on new equipment (servers) supplied by Motorola as part of the package. Please explain.
14. How is the ALI database initially loaded, and how would it be backed up?
15. Provide detailed specifications for the incoming 9-1-1 trunks from the telephone companies. For example, are they CAMA, SS7 or?

## Attachment 2 – Potential Hidden Costs

Cost for data facilities to support wireless E-911 Phase I/II

In addition to the items listed below, there are "private line data circuits" necessary for wireless Phase I/II operation that will be a City responsibility. The circuits in question connect the local ALI database to servers in the lower 48 used by the wireless carriers. These servers process and deliver Position Determining information in near real time for wireless Phase I/II 9-1-1 calls. These circuits (two for redundancy) are dedicated private line circuits. As part of the wireless E-911 Phase I/II implementation process the cost of these circuits need to be confirmed.

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The remainder of this attachment is taken from ProComm's response to the earlier RFP. The intent of including it here is to highlight items that could have a cost impact to the City in preparation for installation of a new E-911 system.

Note; some of the issues highlighted here are also listed as concerns in Attachment 1.

---

## Site Development and Preparation

Prior to equipment installation, Motorola will perform a site evaluation to determine if the site is ready to house the equipment, based on the requirements contained within the Motorola document Standards and Guidelines for Communication Sites (R56). Motorola can be contracted to engineer and/or implement any necessary corrections discovered during this site evaluation. **Expansion of your current electrical system and grounding system may be required to accept additional equipment in the upstairs communications room.**

The Motorola document Standards and Guidelines for Communications Sites (R56) is a compilation from numerous technical authorities including, but not limited to the Telecommunications Industry Association (TIA), the Institute of Electrical and Electronic Engineers (IEEE), the American National Standards Institute (ANSI) and the National Electric Code® (NEC). It is intended to define site requirements to ensure personnel safety and provide an environment for proper equipment operation.

## Grounding Requirements

To increase personnel safety and allow Motorola to provide equipment warranty, the site shall meet the grounding requirements for of the NEC® and the Motorola document Standards and Guidelines for Communication Sites (R56). This includes an interconnection to all other grounding electrodes and utility grounds at the site, therefore forming a single grounding electrode system. In order to ensure a protective environment for the Motorola system, all equipment at the site which is not part of this project, should also be installed correctly.

The single point ground system is comprised of both internal and external components, which are bonded together, along with all other grounds at the site, to form the overall site grounding system.

- ◆ Internal: A single point ground system is required for all fixed equipment supplied under this contract. The single point ground system shall include an internal master ground point and sub-system ground points, when applicable, located within three feet of the Motorola-supplied equipment. The internal master ground point shall serve as the single connection of all internal grounding to the external grounding electrode system.

The City of Cordova shall provide Motorola with detailed electrical drawings of the internal grounding system. The electrical drawings shall contain enough detail for Motorola to accurately determine if the internal grounding system meets the necessary requirements.

- ◆ External: An external grounding electrode system that is designed and installed in accordance to the NEC® and the Motorola document Standards and Guidelines for Communications Sites (R56) is also required. The grounding electrode system shall have a design goal of five (5) ohms or less that shall be met whenever possible and/or practical. The grounding electrode system shall include an interconnection to all other grounding electrodes and utility grounds at the site, therefore forming a single grounding electrode system.

The City of Cordova shall provide Motorola with detailed electrical drawings of the grounding electrode system. The electrical drawings shall contain enough detail for Motorola to accurately determine if the grounding electrode system meets the necessary requirements.

## Transient Voltage Surge Suppression

To increase personnel safety and allow Motorola to provide equipment warranty, the site shall meet the Transient Voltage Surge Suppression (TVSS) requirements of the NEC® and the Motorola document

Standards and Guidelines for Communications Sites (R56). Transient voltage surge suppression for telephone circuits, AC power, radio frequency (RF) cabling, and all other applicable external connections and utilities shall exist which are required to meet the Motorola document Standards and Guidelines for Communications Sites (R56).

### **Electrical Installation**

Sites shall have an electrical service and electrical wiring that meets the requirements of the NEC®, the Motorola document Standards and Guidelines for Communication Sites (R56), and any other applicable city, county and state requirements.

### **Electrical Capacity**

Sites shall have an electrical service (AC, DC, UPS, generator, etc.) with the necessary capacity to supply power to the equipment associated with this proposal. Critical equipment items will require dedicated circuits as defined by the engineering Design Documentation.

### **Equipment Space**

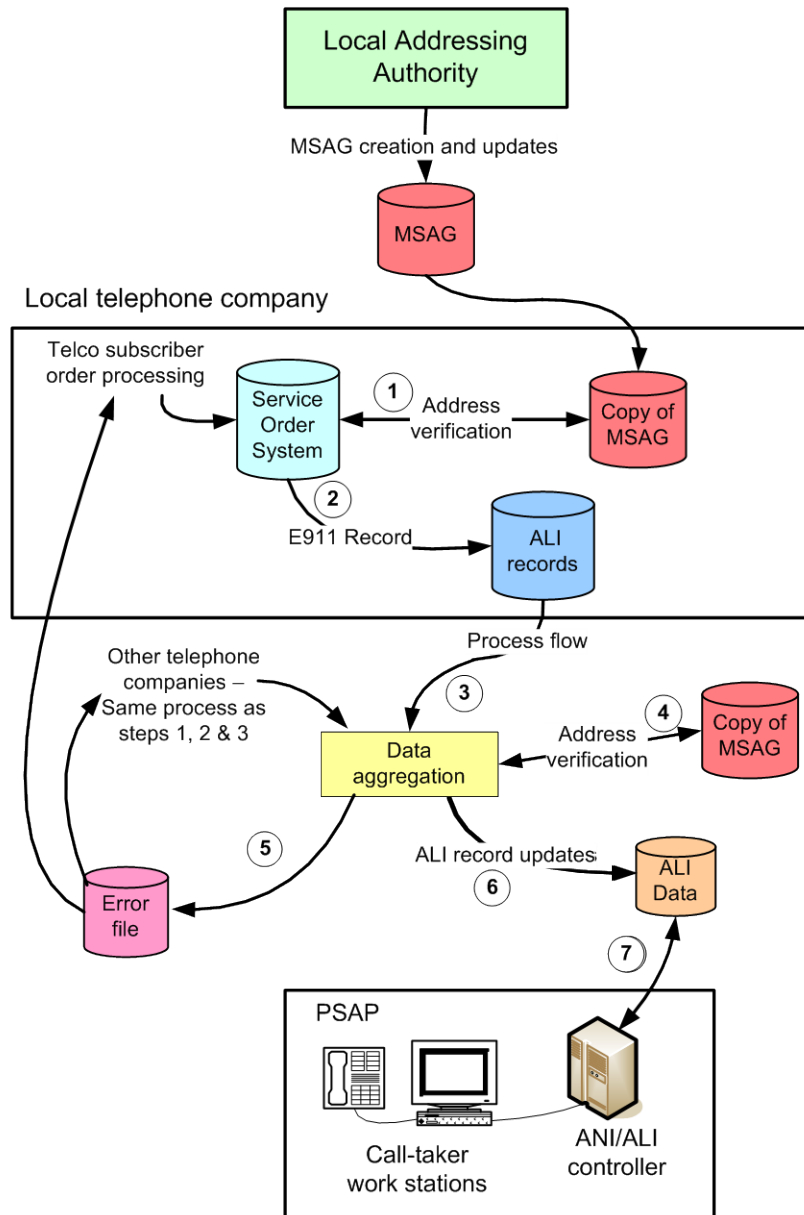
Motorola will review equipment space requirements with the City of Cordova to ensure sufficient installation space and compliance with the Motorola document, Standards and Guidelines for Communication Sites (R56).

### **Environmental Conditions**

Sites shall have adequate environmental controls to meet the Heating, Ventilation and Air Conditioning (HVAC) and humidity requirements, as defined in the Motorola document Standards and Guidelines for Communication Sites (R56). The sites shall be free of hazardous materials such as flammables, combustibles, asbestos, etc. Motorola would be pleased to provide equipment specifications as required to the City of Cordova for building environmental control sizing and design. Meeting environmental control requirements is necessary for the Motorola warranty, as well as third-party warranties.

### Attachment 3 - MSAG / ALI Database Creation

This drawing shows the importance of addressing in the E-911 system environment.



July 25, 2012

**Review of Recommendation to remove Reverse 911 from initial system deployment:**

The draft *E-911 System Review & Recommendations*<sup>1</sup> recommended the removal of the Reverse 911 emergency call notification system from the solution proposed by ProComm<sup>2</sup>. The following is the logic that led to that recommendation. (Please note the comments are not in any order of priority).

1. ProComm's proposal says the Reverse 911 solution can be deployed as an on-site system, a hosted solution or a combination (hybrid) of the two. However, they only offer the hosted solution. It would seem reasonable, at a minimum, to have pricing for the on-site and hybrid solutions.
2. As a hosted solution there are concerns as to connectivity between the host location and a remote location such as Cordova. While Cordova's telecommunications needs are now served with multiple links to the rest of the world through Valdez<sup>3</sup>; connectivity beyond Valdez needs to be considered. For example, is there a single server that serves Internet traffic regardless of the path it travels?
3. An issue with any hosted solution where the Internet is used to access the host is; in times of disaster the Internet, if it survives, can become swamped with traffic. This can be experienced in Alaska when there is an earthquake greater than about 4.0; try getting to the Alaska Earthquake Information Center'. It is not unusual to wait 15 to 20 minutes before being able to reach their site. Granted ProComm indicates the host system can be accessed by the Internet or by phone. Perhaps this is acceptable. However, the connectivity between Cordova and the host location(s) needs clarification.
4. There needs to be clarification as to how notifications that are delivered via wireline service reach Cordova. Are they using a VoIP service that is dependent on the Internet? If so, the Internet issue is something to be considered.

<sup>1</sup> Cordova E-911 System Review & Recommendations – draft V1.1 dated June 19, 2012

<sup>2</sup> Procom proposal of February 2011, section 6.2.4 Communicator NXT: Reverse 911

<sup>3</sup> Cordova is now served by fiber optic cable and microwave networks.

5. Consideration should be given to how cellular calls are delivered to Cordova area users. Even calls between cell phone users in Cordova that are on different networks (service providers) may have to traverse the telecom network from Cordova, to Anchorage and back to Cordova.
6. The next issue is the creation or procurement of the database. This is not addressed in the ProComm proposal other than in table 6.4.3 where under the description column it states; "Collection of Cell Phone Numbers, VoIP, Emails". [Not sure what that means]. In the same table it also states; "Customer to provide own maps and phone data". A portion of table 6.4.3 (with items of concern being highlighted) is included here for quick reference.

<b>Communicator! NXT - Hosted</b>
<b>HOSTED COMMUNICATOR NXT 1YR</b>
Includes:
<ul style="list-style-type: none"> <li>▪ Customized Self Registration Portal (GCW) – US English</li> <li>▪ Collection of Cell Phone Numbers, VOIP, Emails</li> <li>▪ Automatically Geocodes</li> <li>▪ Text to Speech Module Per Port – US English</li> <li>▪ GeoCast Web MassCall®</li> <li>▪ 5,000 Minutes*</li> <li>▪ 5,000 SMS Messages*</li> <li>▪ Notification methods: Phone, SMS, E-mail, Pager</li> <li>▪ Qualification methods: Phone, E-mail</li> <li>▪ Up to 10 concurrent users</li> <li>▪ Project Coordination and Hosting Setup</li> <li>▪ 24X7X365 Technical Support, including access to Support Portal</li> <li>▪ All software updates within same product NXT 4.X and GCW 1.X</li> <li>▪ Annual Geocoding</li> <li>▪ Customer to provide own maps and phone data</li> <li>▪ Administrator training at PlantCML University in Franklin, TN (1 seat)</li> <li>▪ Optional on-site training available</li> </ul>

- a. There is no comprehensive database for cell phone numbers. If someone claims to have one, the validity of the data needs to be carefully verified. Cell phone companies, unlike wireline telephone companies, do not produce phone directories.
  - b. For Cordova **wireline** phones, a database could be created locally using data from the wireline service providers. There would need to be strict requirements as to the use of the data; however, this is something that could be worked out between Cordova's legal counsel and the wireline service providers. Obtaining a wireline database from outside sources is a possibility; however the integrity would be suspect as Cordova is currently working the addressing issue, so how would anyone else know the address to associate with a wireline phone number.
  - c. Issues that pertain to cell phone numbers would pertain to SMS (Text) and/or MMS messages as well.
  - d. As to e-mail notifications, there is no readily available database for e-mail address based on geographic area.
  - e. An effective solution to the database issue is "self registration". Self registration does encumber the City to periodically (continuously) remind residents to go on-line and register and/or update their phone numbers etc. This feature is listed in ProComm's proposal, although there is no detail as to how it can be used.
7. The following are cost related issues, some of which have been recognized, however still require clarification.
- a. What is the cost after the first year which is included in the ProComm proposal?
  - b. If the second year, and thereafter, cost becomes excessive, is there a penalty to drop the service and switch to another vendor?
  - c. In table 6.4.3 (shown above) of ProComm's proposal it states "5,000 minutes"<sup>4</sup> and "5,000 SMS Messages" as part of the system description. However, there is no clarification as to what happens then. This reference may be what is included in the basic 1st year cost. It is something that needs to be clarified.

<sup>4</sup> While a direct reference as to what "5,000 minutes" refers to it is thought to be in reference to wireline and wireless calling minutes. This does need to be verified.

In studying ProComm's proposal, it appears that the Reverse 911 system does not connect with the Vesta Pallas 9-1-1 system. If that is truly the case, it seems that the Reverse 911 system can easily be split out as a standalone RFP allowing the Committee to evaluate competitive proposals.

**Optional Recommendation:**

As an option to the recommendation in the draft Cordova *E-911 System Review & Recommendation* the Reverse 911 system could remain as part of the ProComm package with the following changes:

1. The entire cost of the Reverse 911 system would be split out from the rest of ProComm's proposal. This would allow an objective evaluation of the Reverse 911 package, based on its own merit. This would allow the Committee to seek other vendor's solutions and pricing while continuing to work with ProComm.
2. ProComm include pricing for years 2 through 5.
3. The issues stated in this addendum are added to the list provided in the draft *E-911 System Review & Recommendation*. - Attachment 1<sup>5</sup>.

<sup>5</sup> E-911 System Review & Recommendation, "Attachment 1 - Items of concern with ProComm's response to Cordova's RFP"

July 25, 2012

**Use of IP based connectivity for connection to the wireless carriers' third party location-data providers.**

The use of IP based connectivity vs. a dedicated data circuit for the external connections to the wireless carriers' third party location-data providers in the lower 48 is something that should be considered.

For clarification:

In a wireless E-911 Phase I and/or Phase II system, these links are the means for the location-data service providers to deliver location data to a PSAP during a wireless 911 call. Failure of both links would force wireless 911 calls to revert to Phase 0 functionality. Simultaneous failure of both links does not block a wireless 911 call from reaching the PSAP. However, location data would not be available to the call-taker.

From a functional point-of-view the two types of circuits are comparable.<sup>1</sup> A concern for either type of service would be that the two circuits do not have a single point-of-failure. The design (circuit layout) for the two circuits is something that would be worked closely with the telecommunication service providers.

Assuming no single point-of-failure can be identified, it then becomes a matter of cost and availability. The cost of the network interface cards in the 911 system should also be considered.

<sup>1</sup> When comparing an IP circuit with a conventional data circuit, such as a 56K DDS circuit, the assumption is that the IP circuit is a "tunneled" service, not an IP connection that relies strictly on Internet service.

## MEMORANDUM

August 23, 2012

TO: Jim Kallander, Cordova City Mayor  
Mark Lynch, City Manager

FROM: John W. Bitney

SUBJECT: Cordova Health Care Housing Development

Mayor Kallander requested information on public financing options to develop residential housing for health care workers/employees at the local hospital.

The purpose of this memo is to provide information on funding that could be available, and to make a proposal for moving a housing project forward.

### AHFC GRANT FUNDING

The Alaska Housing Finance Corporation (AHFC) is a state-owned corporation that, among its many different housing programs, has a grant program for the acquisition, rehabilitation, or construction of housing for teachers, health professionals, or public safety officials in small communities. Known as the Teacher, Health Professional, and Public Safety Housing Grant (THHP) Program, grants are provided for up to 85% of a project's total development cost.

The THHP is a competitive grant program. Applications are due in May each year and awards are announced within approximately two months. Grant applications require an extensive amount of detail & information describing the project. Some of the requirements in the application include:

- Detailed project descriptions, including the number of units, square footage, and cost estimates;
- A building design, including identification of the project's construction contractor;
- A financial feasibility report, including operations and maintenance income & expenses;
- Compliance with local planning and zoning requirements; and,
- Resolutions & letters of support from the local City Council, community organizations, and interested parties.

AHFC evaluates the cost of these developments based on an index developed by HUD. For Prince William Sound communities, HUD's index for new construction for 1-bedroom units is \$350,000, 2-bedroom units are \$395,000, and 3-bedroom units are \$450,000. Grant applications require a detailed cost estimate for the project, and should try not to exceed these amounts.

If the City of Cordova were to apply for a THHP grant, matching funds could come from any one and/or combination of the following sources:

- In-kind administrative services, land donations from the City;
- City funds;
- State of Alaska legislative grants;
- Mortgage loans based on rental income; and,
- Private, corporate, or other donations.

To compile all necessary information and materials required to submit a competitive grant application, efforts should start now to be ready by Spring 2013.

Information about the program is available at the following web site:

[http://www.ahfc.us/grants/teacher\\_health\\_safety\\_housing.cfm](http://www.ahfc.us/grants/teacher_health_safety_housing.cfm)

#### PROPOSAL

As part of my professional services contract with the City of Cordova for lobbying services, I am proposing to work as the development consultant to begin preparing an application on behalf of the City for a THHP grant. Upon approval of the City Council, the City Manager would enter into an agreement with me, John W. Bitney, as the development consultant. All the necessary materials would be compiled for the City of Cordova to be prepared to submit a grant application for the 2013 funding cycle.

If a grant application is submitted, any consulting fees related to the project would be subject to the requirements of the THHP program. Grants under the program limit development consultant fees to 5% of the total development cost.

#### ACTION REQUESTED

1. Approval by the City Council to authorize the City Manager to enter into an agreement with John W. Bitney to begin preparing an application to AHFC for grant funding to develop housing for health care workers at the Cordova Community Medical Center.
2. Consideration by the City Council to request legislative funding on the FY14 Capital Project List. The amount could be a “best guess” estimate for up to 20% of the total development cost or the total development cost.

I will be available at the September 5<sup>th</sup> City Council meeting to answer questions. Please let me know if any additional information would be helpful.

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## A MEMO FROM SUSAN BOURGEOIS, CITY CLERK

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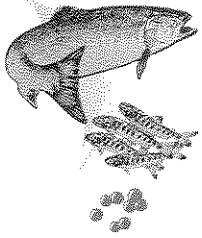
DATE: August 02, 2012  
TO: Mayor and City Council  
SUBJECT: PWSAC Board of Directors

---

Prince William Sound Aquaculture Corporation has a dedicated seat for a representative from the City of Cordova. **David Roemhildt** has held that seat for the past three years and has opted not to ask for reappointment. The Clerk's office has advertised per the Mayor's direction for letters of interest to be submitted by the date of today's meeting (i.e. September 5, 2012). At the printing of this packet, there were no letters of interest received. I will bring to the meeting any letters that are received up until the deadline of September 5, 2012.

RECOMMENDED MOTION: Move to approve Mayor Kallander's appointment of \_\_\_\_\_ to serve as the City of Cordova's representative on the PWSAC Board of Directors.

REQUIRED ACTION: Majority voice vote.



Prince William Sound  
Aquaculture Corporation

July 24, 2012

City of Cordova Mayor and Council Members  
City of Cordova  
P.O. Box 1210  
Cordova, Alaska 99574

Dear City of Cordova Mayor and Council Member:

It is time once again to designate the city's representative to the PWSAC Board of Directors. David Roemhildt presently represents the City on the PWSAC Board of Directors. This 3-year term runs from October 2012 through September 2015 and will be renewed at PWSAC's next regularly scheduled Board of Directors meeting. The Board of Director's would welcome an appointment to this seat.

Will you please provide us with a letter of recommendation to appoint the City's delegate to the PWSAC Board of Directors to fill this seat? The representative would be expected to attend the General Board meetings in March and October each year. The only limitation to observe when making this recommendation is that the person not be an Area E Salmon Permit Holder, a processing industry interest, or native organization interest. The next General Board meeting will be Friday, October 5, 2012. It is important that your City's representative be able to attend this meeting.

In order to facilitate this appointment in a timely manner, we would like to receive your letter of recommendation by September 15, 2012. We look forward to your reply.

Sincerely,

A handwritten signature in black ink, which appears to read "Kate Jager". The signature is fluid and cursive, written over the printed name.

Kate Jager  
Executive Secretary

DEVELOPING SUSTAINABLE SALMON FISHERIES  
FOR ALASKA AND THE WORLD

P.O. Box 1110 • Cordova, Alaska 99574  
P. 907 424 7511 • F. 907 424 7514

[www.pwsac.com](http://www.pwsac.com)

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## A MEMO FROM SUSAN BOURGEOIS, CITY CLERK

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DATE: August 30, 2012  
TO: Mayor & City Council  
SUBJECT: Liquor License Transfers

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The Clerk's office has received notification that the following local establishment has applied for a transfer of their liquor licenses with the State Alcoholic Beverage Control Board. Police Chief Griffiths and Finance Director Ashley Royal have been advised and their suggestions to Council will be available at the meeting on September 5, 2012.

**Licenses:**

- a) Anchor Bar & Liquor Store – beverage dispensary Lic #61
- b) Anchor Liquor Store – package store Lic #62

**Recommended motion:** move to waive Council's right to protest the ABC Board's approval of the applications for transfer of these business' liquor licenses:

- a) Anchor Bar & Liquor Store – beverage dispensary Lic #61
- b) Anchor Liquor Store – package store Lic #62

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



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

# CITY OF CORDOVA

## *Office of Chief of Police*

Date: 8/31/2012

To: Cordova City Council,

Via: Mark Lynch, City Manager

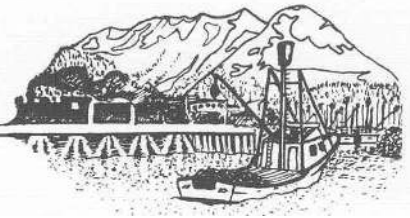
Re: Anchor Bar and Liquor Store, license numbers 61 & 62 – Transfer of ownership from  
Levitta Burks (current) to Johnson

The Cordova Police Department strongly supports and endorses the transfer of the Anchor Bar  
and Liquor Store Licenses from the current owner to the Johnsons.

Respectfully,

Chief of Police

# CITY OF CORDOVA



## MEMO

TO: Mayor, City Council, and City Manager  
FROM: Finance Director  
Date: August 31, 2012

RE: Anchor Bar and Liquor Store , license numbers 61 & 62

This memo is written to include in the Council packet, and to give a status report regarding the Anchor Bar and Liquor Store.

As of today, the Sales Tax clerk reports that the sum of \$293.41 is owed the City by Anchor Bar and Liquor Store from past delinquencies in filing or paying sales tax.

Utility billing is current, with no delinquencies at this time.

The business license is current.

Ashley Royal,  
Finance Director,  
City of Cordova

## **Pending agenda:**

Capital Priorities List Meeting – **September 2012, December 2012, March 2013, June 2013**

Budget Work Sessions:	10/3/12	Revenues
	10/17/12	CM submits draft budget to Council
	11/1/12	Fees and Revenues
	11/6, 7, 8/12	Expenses
	11/20/12	Finalize budget (if necessary)

Alaska Municipal League Conference – November 12 – 16, Anchorage

## **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 Bob (Griffiths), Martin Moe, Jim Kacsh, Dick Groff, Mike Hicks, Tom Bailer

***E-911 Committee:*** Chief Bob Griffiths – Chairman, Bret Bradford, Gray Graham, Dick Groff, Mike Hicks (and/or Paul Trumblee), David Allison, George Covell

**Calendars:** 3 months' of calendars are attached hereto

September 2012; October 2012; November 2012

# September 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Location Legend CH—City Hall Conference Room LMR—Library Mtg Rm HSL—High Sch Lib						1
2	3 Labor Day—City Hall Offices Closed	4	5 6:30 jt wksn LMR 7:30 reg mtg LMR	6	7	8
9	10	11 P&Z Commission Mtg 7pm CH	12 Sch Bd 7pm HSL Hrbr Cms 7pm CH	13	14	15
16	17	18	19 6:45 HSB LMR 7:15 pub hrg LMR 7:30 reg mtg LMR	20	21	22
23	24	25	26	27	28	29
30						Location Legend CH—City Hall Conference Room LMR—Library Mtg Rm HSL—High Sch Lib

# October 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Location Legend CH—City Hall Conference Room LMR—Library Meeting Room HSL—High Sch Lib	1	2	3 6:30 bdgt wksn LMR 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	4	5	6
7	8	9 P&Z Commission Mtg 7pm CH	10 Sch Bd 7pm HSL Hrbr Cms 7pm CH	11	12	13
14	15	16	17 6:30 bdgt wksn LMR 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	18 Alaska Day—City Hall Offices Closed	19	20
21	22	23	24	25	26	27
28	29	30	31 2012 2nd half prop taxes due			Location Legend CH—City Hall Conference Room LMR—Library Meeting Room HSL—High Sch Lib

# November 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Location Legend CH—City Hall Conference Room LMR—Library Meeting Room HSL—High Sch Lib				1  6:30 bdgt wksn LMR	2	3
4	5	6  6:30 bdgt wksn LMR	7 6:30 bdgt wksn LMR  7:15 pub hrg (maybe) LMR	8  6:30 bdgt wksn LMR	9  —Clrk @ AAMC Conf—	10  —Clrk @ AAMC Conf—
11  —Clrk @ AAMC Conf—	12 Veteran's Day—City Hall Offices Closed —Clrk @ AAMC Conf— —AML Conf—	13 P&Z Commission Mtg 7pm CH —Clrk @ AAMC Conf— —AML Conf—	14 Sch Bd 7pm HSL Hrbr Cms 7pm CH —Clrk @ AAMC Conf— —AML Conf—	15  —Clrk @ AAMC Conf— —AML Conf—	16  —AML Conf—	17
18	19	20  6:30 bdgt wksn LMR (if necessary)	21  7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	22 Thanksgiving—City Hall Offices Closed	23 Thanksgiving—City Hall Offices Closed	24
25	26	27	28  7pm spec mtg LMR	29	30	Location Legend CH—City Hall Conference Room LMR—Library Meeting Room HSL—High Sch Lib