

Mayor
James Kacsh

Council Members
Kristin Carpenter
Tim Joyce
Tom Bailer
Bret Bradford
Hayley Hoover
David Reggiani
James Burton

City Manager
Randy Robertson

City Clerk
Susan Bourgeois

Deputy Clerk
Tina Hammer

Student Council
Gabrielle Brown
Sarah Hoepfner

**REGULAR COUNCIL MEETING
NOVEMBER 05, 2014 @ 7:00 PM
LIBRARY MEETING ROOM**

AGENDA

I VOTED!

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

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

C. ROLL CALL

Mayor James Kacsh, Council members Kristin Carpenter, Tim Joyce, Tom Bailer
Bret Bradford, Hayley Hoover, David Reggiani and James Burton

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

E. DISCLOSURES OF CONFLICTS OF INTEREST

F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Guest Speakers

- a. Belen Cook**, Native Village of Eyak Sobriety Celebration
- b. Sean McAlister**, Providence

2. Audience comments regarding agenda items..... (3 minutes per speaker)

3. Chairpersons and Representatives of Boards and Commissions (Harbor, HSB, Parks & Rec, P&Z, School Board)

4. Student Council Representative

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

5. Proclamation for Sobriety Celebration..... (page 1)

6. Resolution 11-14-45..... (page 2)

A resolution of the City Council of the City of Cordova, Alaska, approving Providence's selection of Dr. Stephen Sundby as Chief Executive Officer/administrator of the Cordova Community Medical Center (CCMC)

H. APPROVAL OF MINUTES

7. Public Hearing Minutes 10-15-14..... (page 3)

8. Regular Meeting Minutes 10-15-14..... (page 4)

I. CONSIDERATION OF BIDS

9. Approval of SRTS Third Street drainage and sidewalk installation contract..... (voice vote)(page 8)

10. Approval of UV Equipment (LT2) contract..... (voice vote)(page 9)

J. REPORTS OF OFFICERS

11. Mayor's Report

12. Manager's Report

- a. Planning memo in re: Tidelands Acquisition..... (page 10)**
- b. Cordova Center update report..... (page 15)**

13. City Clerk's Report

14. Staff Quarterly Reports – 3Q 2014

- a. Fire Department, Paul Trumblee..... (page 40)**
- b. UBS City Investments, Buck Adams..... (page 47)**
- c. Parks and Recreation Department, Susie Herschleb..... (page 50)**
- d. Public Works Department, Rich Rogers..... (page 54)**

K. CORRESPONDENCE

15. Letter from NVE requesting donation for Sobriety Celebration..... (page 55)
16. Letter from MEWS apartments owner requesting letter of support..... (page 56)
17. Draft letter from Council to DNR regarding Polar Bear Moorage..... (page 58)

L. ORDINANCES AND RESOLUTIONS

18. Ordinance 1119..... (roll call vote)(page 59)
Alaska, authorizing a sublease for a 2,500 square foot portion of USS 1765 of Township 15 South, Range 3 West, Section 22, Copper River Meridian, Alaska, commonly identified as tripod hill, to Cordova Telephone Cooperative, Inc. – 2nd reading
19. Resolution 07-14-28..... (voice vote)(page 75)
A resolution of the City Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a five (5) year lease of the building locally known as the “Old Sea Grant Office” located on a portion of Lot 3, Block 7A, Tidewater Development Park with the Prince William Sound Science Center

M. UNFINISHED BUSINESS

N. NEW & MISCELLANEOUS BUSINESS

20. Approval of land disposal and method - portion of ATS 220 to OBSI..... (voice vote)(page 89)
21. Pending Agenda, Calendar, Elected & Appointed Officials lists..... (page 94)

O. AUDIENCE PARTICIPATION

P. COUNCIL COMMENTS

22. Council Comments

Q. EXECUTIVE SESSION

23. Performance deed of trust report from Attorney
24. Chief of Police Council Briefing
25. City Manager evaluation summary and contract review

R. ADJOURNMENT

☒☐☒☐☒☐☒☐ ELECTION DAY – NOVEMBER 4, 2014 ☒☐☒☐☒☐☒☐

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

A PROCLAMATION BY THE MAYOR OF THE CITY OF CORDOVA, ALASKA RECOGNIZING THE 21st ANNUAL SOBRIETY CELEBRATION AND MEMORIAL POTLATCH SPONSORED BY THE NATIVE VILLAGE OF EYAK

WHEREAS, alcohol abuse and drug abuse are serious health and social concerns that affect and impact all family members as well as entire communities; and

WHEREAS, the Native Village of Eyak promotes sobriety through social gatherings and education; and

WHEREAS, the Sobriety Celebration's mission each year is to bring awareness of alcoholism and drug abuse to the community, and to celebrate through cultural healing for those suffering from dependency; and

WHEREAS, the Native Village of Eyak's 21st Annual Sobriety Celebration & Memorial Potlatch theme is "Soaring in the Spirit of Sobriety" and will be held in Cordova, Alaska from November 14th through November 16th 2014; and

WHEREAS, the **Native Village of Eyak** invites everyone to celebrate with them the progress that their culture has made in promoting and achieving sobriety through good food, an arts and crafts fair, educational workshops, inspirational speakers, honoring of our Elders, youth and veterans, sobriety countdown, Alaskan Native dancing and 12 step meetings.

NOW, THEREFORE BE IT PROCLAIMED THAT I, Mayor James Kacsh, on behalf of the City Council and the Community of Cordova, Alaska do hereby proclaim the 21st Annual Sobriety Celebration and Memorial Potlatch to be an inspiration of community commitment to aid and educate its community members concerning the abuse and misuse of alcohol and drugs through the social events held at the Sobriety Celebration.

SIGNED THIS 5th DAY OF NOVEMBER, 2014



James Kacsh, Mayor



**CITY OF CORDOVA, ALASKA
RESOLUTION 11-14-45**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
APPROVING PROVIDENCE'S SELECTION OF DR. STEPHEN SUNDBY AS CHIEF
EXECUTIVE OFFICER/ADMINISTRATOR OF THE CORDOVA COMMUNITY
MEDICAL CENTER (CCMC)**

WHEREAS, the City of Cordova (City) has entered into a Contract with Providence Health & Services – Washington (Providence) for management of Cordova Community Medical Center (CCMC); and

WHEREAS, the Leadership of Providence Health & Services, and the City's Health Services Board, after a thorough and deliberative selection process involving several well-qualified candidates, has put forward to the City Council that Dr. Sundby is their selected candidate; and

WHEREAS, based upon the agreement of Providence's leadership, Dr. Sundby will not be an employee of Providence, but an employee of the city,

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby approves Providence's selection of Dr. Stephen Sundby as CEO/Administrator for the CCMC, effective 5 November 2014.

PASSED AND APPROVED THIS 5th DAY OF NOVEMBER, 2014

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

**CITY COUNCIL PUBLIC HEARING
OCTOBER 15, 2014 @ 6:45 PM
LIBRARY MEETING ROOM
MINUTES**

A. CALL TO ORDER

Mayor James Kacsh called the Council public hearing to order at 6:55 pm on October 15, 2014, in the Library Meeting Room.

B. ROLL CALL

Present for roll call were *Mayor James Kacsh* and Council members *Kristin Carpenter, Tim Joyce, Tom Bailer, Bret Bradford, Dave Reggiani* and *James Burton*. Also present were City Manager *Randy Robertson* and City Clerk *Susan Bourgeois*.

C. PUBLIC HEARING

1. Resolution 10-14-43

A resolution of the City Council of the City of Cordova, Alaska, authorizing the City Manager to purchase 3.02 acres of real property located in the City of Cordova, Alaska, described as Tract A, U.S. Survey 3370, located in the Cordova Recording District, Third Judicial District, State of Alaska

Mayor Kacsh opened the hearing up for public comment; there was no public comment.

D. ADJOURNMENT

M/Reggiani S/Joyce to adjourn the Public Hearing

Hearing no objection, the Public Hearing was adjourned at 6:56 pm.

Approved: November 5, 2014

Attest: _____
Susan Bourgeois, CMC, City Clerk

**CITY COUNCIL REGULAR MEETING
OCTOBER 15, 2014 @ 7:00 PM
LIBRARY MEETING ROOM
MINUTES**

A. CALL TO ORDER

Mayor James Kacsh called the Council Regular Meeting to order at 7:00 pm on October 15, 2014, in the Library Meeting Room.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

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

Mayor Kacsh opted to swear in the new Council member, *Hayley Hoover* immediately so she could participate in the entire meeting.

C. ROLL CALL

Present for roll call were *Mayor James Kacsh* and Council members *Kristin Carpenter, Tim Joyce, Tom Bailer, Bret Bradford, Hayley Hoover, Dave Reggiani* and *James Burton*. Also present were Student Council representative *Sarah Hoepfner*, City Manager *Randy Robertson* and City Clerk *Susan Bourgeois*.

D. APPROVAL OF REGULAR AGENDA

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

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

E. DISCLOSURES OF CONFLICTS OF INTEREST - none

F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Guest Speaker - none

2. Audience comments regarding agenda items - none

3. Chairpersons and Representatives of Boards and Commissions - Harbor, HSB, Parks & Rec, P&Z, School Board

Burton said that Harbor Commission met last week and highlights included: travel lift has been repaired and is up and running; new employee *Shapleigh* is trained up and has performed a few lifts already; they reviewed the Master Plan and were going to review some old plans of a North Harbor Walkway.

Carpenter said she has no updates regarding HSB.

Mayor Kacsh said that Parks & Rec had a meeting canceled due to illness and it was rescheduled for October 20.

Bailer said that P&Z hasn't met since last Council meeting.

Bradford said there had been a school board meeting, he was able to attend part of it. He voiced some of Council's concerns regarding the Board's issues with procedure at recent meetings; OMA, motions and the like. *Bailer* said that the interim superintendent is like a breath of fresh air; he's heard board member's say they have been able to get the information they need easily from him and his administration.

4. Student Council Representative *Sarah Hoepfner* reported that there had been a spirit week last week for Wrestling – they had a tournament this last weekend and several wrestlers did well with first, second and third place finishes for Cordova. This coming weekend JH Basketball is at Tok, Delta and Glennallen and Volleyball is home with their last conference games before regionals against Nikiski and Seward. Next week will be spirit week and pep assembly for volleyball before last home games and senior night against Tok and Glennallen. Also, home JH basketball next weekend with Valdez.

G. APPROVAL OF CONSENT CALENDAR

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

5. Resolution 10-14-43 a resolution of the City Council of the City of Cordova, Alaska, authorizing the City Manager to purchase 3.02 acres of real property located in the City of Cordova, Alaska, described as Tract A, U.S. Survey 3370, located in the Cordova Recording District, Third Judicial District, State of Alaska

Vote on Consent Calendar: 7 yeas, 0 nays. Carpenter-yes; Bradford-yes; Bailer-yes; Hoover-yes; Burton-yes; Reggiani-yes; Joyce-yes and Hoepfner-yes. Consent Calendar was approved.

H. APPROVAL OF MINUTES

M/Reggiani S/Joyce to approve the Minutes.

6. Public Hearing Minutes 10-01-14

7. Regular Meeting Minutes 10-01-14

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

I. CONSIDERATION OF BIDS

J. REPORTS OF OFFICERS

8. Mayor's Report – *Mayor Kacsh* said he attended a community meeting with members of Health care community, Police, *Mr. Robertson* regarding drugs and the youth , he hopes to keep the conversation going.

9. Manager's Report –*Robertson* said there will be an earthquake tomorrow at 10:16 am (Shakeout Alaska).

Robertson said he and *Stavig* attended the School Board's budget meeting and it was beneficial. Their student count is 319, which is 17 more than last year – most in a long time. He said the new chief is doing a great job, two felony arrests in the last week or so, he said the community is trying to share information with him and its working. *Senator Stevens* will be here next Wednesday. Questions from Council: *Bailer* asked if the CTC lease was coming back soon. *Robertson* said yes, it would be on for November 5 meeting.

Carpenter had a recycling question, wondered if we were still recycling. *Robertson* said yes is the short answer and during budget discussions he will ask for Council's guidance on a way forward. There was some discussion about the Polar Bear and whether or not Council wanted the Manager to begin a dialogue with the state regarding the purchase of the tidelands outside the harbor where it sits. *Bradford* asked if that could be on a future agenda.

10. City Clerk's Report - *Bourgeois* said she has been busy with Election prep. Absentee in person to be at City Hall October 20-Novemembr 3. Her Election Board is in place for the special election as well. They will meet to setup the room on November 3.

K. CORRESPONDENCE

11. Letter from Commissioner of ADoT&PF in re New Regional Boundaries

12. Letter from Office of the State Assessor – Cordova's FVD 2014

13. Letter from John Greenwood concerning Council' approval of City land sale

Bailer thanked *Mr. Greenwood* for his letter. He appreciates his dedication and that he takes the job seriously.

L. ORDINANCES AND RESOLUTIONS

14. Resolution 10-14-44 A resolution of the City Council of the City of Cordova, Alaska, authorizing the conveyance to Ronald and Anne Winters of 163 square feet of Lot 13, Block 5 and 32 square feet of Tract A, Odiak Park Subdivision.

M/Reggiani S/Joyce to approve Resolution 10-14-44 a resolution of the City Council of the City of Cordova, Alaska, authorizing the conveyance to Ronald and Anne Winters of 163 square feet of Lot 13, Block 5 and 32 square feet of Tract A, Odiak Park Subdivision.

Vote on motion: 6 yeas, 1 nay (Bailer). Motion passes.

M. UNFINISHED BUSINESS

15. Swearing-In of *Hayley Hoover* – elected to fill the vacancy in Council Seat E: this was done at the beginning of the meeting, previous to roll call.

N. NEW & MISCELLANEOUS BUSINESS

16. MOU with Chamber of Commerce – discussion item

Joyce said he thinks Council just asked to see what this looks like, its in the packet and he said it's a pretty standard MOU. *Bailer* said he asked for this because previous to budget, he wanted to know what their role is and what they are providing to the City so he will be prepared when they come and ask for money. *Bradford* said that when he first got o Council, a chamber representative used to come to Council meetings often to brief them of goings on at the chamber; that has been lacking lately. *Reggiani* said he appreciated the MOU being in the packet, he seems to recall at a previous meeting that staff had been working on tweaking this in

some way. He asked if that was happening now. **Robertson** said that staff was not bringing it to Council with suggested edits at this time.

17. Cordova Center Phase 2 Value Engineering

There was back and forth regarding the terms “value engineering” and “reduction in scope”. **Robertson** reiterated the importance of the November 6 meeting where all the interest parties will be in the room. That is when the questions will be answered that will help with all the final design decisions yet to be made and the value engineering items or the reduction in scope will be addressed.

18. Raw Fish Tax and Fisheries Advisory Committee concerns – discussion item

Mayor Kacsh said he missed the last Fisheries Advisory Committee meeting, he had intended on being there. **Bradford** said he wanted this as a discussion item because they had asked questions of Council and he wanted to answer those questions on the record. Most important, he wanted it known that this idea was as a revenue source for the City that would offset Property Tax revenues. **Burton** had questions regarding whether this was going to be considered an ex-vessel tax or a processor tax. He said he thought whichever it was one or the other, it could have significant consequences. **Bradford** said that we are in the very preliminary research phase on this item, he'd like to say he is not supporting this at this time and that the only way he would consider supporting it is if it is in fact an offset to property tax. **Joyce** said he thought if it was like sales tax, the processors would withhold 1% from the fish ticket and then remit to the City. **Reggiani** said that **Mayor Kacsh** introduced this and we seem uncertain of how it works, so he asked the Mayor exactly what it was that he introduced. **Mayor Kacsh** said that it started with Department of Revenue as a raw fish tax like other Boroughs do but when Department of Law looked at it, they disagreed and it became something different; more like a processor tax and the way it reads now he is fearful that it could affect many aspects of a fishery as far as pricing and competition and it may not work. **Bailer** asked if we were at a deadlock or if we would be moving forward with this or not. **Carpenter** opined we should look at this again during budget when we see where our other revenues come in at. **Burton** asked what we should tell the Fisheries Advisory Committee now. **Joyce** said Council should still get a report from the Fisheries Advisory Committee as to what their outcomes were; pros and cons, etc. on the idea.

19. Council concurrence of Mayor Kacsh's appointment to fill vacant seat on Fisheries Advisory Committee **M/Joyce S/Bradford** to concur with **Mayor Kacsh's** appointment of **Chelsea Haisman** to the Fisheries Advisory Committee.

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

20. 2015 Budget Preparation kickoff – anticipated revenues and Council's philosophy

Robertson said he'd kick this off with some news that we just received today. **Stavig** got an email from the State that said that Fish Tax which was budgeted for \$2.2 Million this year is coming in at \$1.66 Million instead. This causes him great concern because how should he forecast 2015 now. **Stavig** has asked whether or not there has been a mistake. They seem to be saying that it is an accurate number. **Reggiani** had a handout which is the “cheat sheet” that he's used to predict this number each of the last several years. He said that since 2005 the amount the state has given Cordova in Raw Fish Tax has varied as a percent of the total harvest anywhere from 10.4% to 15.8%. The variability has do with where the fish are landed, i.e. in Cordova, on a floating processor, etc. and how many fish are being moved to a processor's other shore-based facilities in another City such as Kodiak. He believed that the missing \$600K could be about the percentage of these fish that were landed in Cordova. As far as calculations for the 2015 budget, based on 2014 landings, **Reggiani** estimated a low of \$1.19M a high of \$1.83M and a middle guesstimate of \$1.5M. **Reggiani** said if the number is correct from the state for 2014 and there hasn't been an error, then possibly there has been an adjustment to the formula that we need to figure out for next year's calculation. Council supported **Robertson's** idea of possibly sending **Jon Stavig** to Juneau to sit with Department of Revenue staff to get a better understanding of this tax and a better way for us to calculate next year's revenue projection.

21. Pending Agenda, Calendar, Elected & Appointed Officials lists

Council scheduled the following meetings: **Oct 23**, 2014 - noon budget work session to tackle enterprise funds; there is also an HSB special meeting at 7pm that evening in the library; **Oct 29 & 30** - 6pm special meetings to do Clerk & Manager evaluations; **Nov 10 & 12** budget work session 6pm in the library meeting room; **Nov 6** will be the Cordova Center design review meeting – time and location tba; Council asked for a report next time on the possibility of the City acquiring tidelands from the State (regarding the Polar Bear)

O. AUDIENCE PARTICIPATION

Nancy Bird 101 Lake Avenue – as far as Cordova Center discussion she was happy to hear that everyone is onboard for finishing instead of pushing it back too far. As far as fish tax, she would like to see City staff go to Juneau, get with Senator Stevens and walk into the state offices at Department of Revenue and ask them to clarify the numbers. Ask them to help us understand the calculations. She also mentioned 2 upcoming political events, Friday at RFI, Lieutenant Governor candidate Byron Mallott will be in town at an open reception – 5:30 – 7:30 pm. Senator Mark Begich's wife will be in next Wednesday for coffee hour also at the Reluctant. The public is welcome at these events.

P. COUNCIL COMMENTS

22. Council Comments

Burton welcomed Council member **Hoover** and thanked **Haisman** for her interest in the Fisheries Advisory Committee. He commended Public Safety and Public Works on achievements of late.

Hoover thanks for welcoming me to the table she is excited to learn and add to the conversation – she knows she has a lot to learn.

Bailer thanked **Reggiani** for getting these numbers together and he looks to **Reggiani** and **Joyce** for their experience during budget. Winters decision, he said it is interesting because they are moving to a different part of Alaska in retirement because it is cheaper to live elsewhere. That's why we need to keep it affordable for those living here.

Reggiani welcomed **Hoover** thanked her for stepping forward and he said he looks forward to working with her.

Bradford also welcomed **Hoover**, thanked **Reggiani** for the raw fish tax numbers.

Carpenter ditto on the welcome.

Joyce also said the same regarding **Hoover** and recommended she attend the AML Newly Elected Officials training.

Q. EXECUTIVE SESSION

M/Joyce S/Reggiani to recess the meeting to clear the room before the executive session and then to go into executive session to discuss matters the immediate knowledge of which would clearly have an adverse effect on the finances of the government specifically, PWSSC lease negotiations.

Vote on motion: 6 yeas, 0 nays, 1 conflict of interest (Hoover). Motion passes.

The meeting was recessed from 9:11 pm until 9:14 pm.

Council entered the executive session at 9:15 pm and reconvened the regular meeting at 9:55 pm.

M/Joyce S/Bradford to direct the City Manager to proceed as was discussed in the executive session regarding lease negotiations with the PWSSC.

Vote on motion: 6 yeas, 0 nays, 1 conflict of interest (seat E). Motion passes.

R. ADJOURNMENT

M/Joyce S/Bradford to adjourn. Hearing no objections the meeting was adjourned at 9:56 pm.

Approved: November 5, 2014

Attest: _____
Susan Bourgeois, CMC, 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
Web: www.cityofcordova.net

CITY OF CORDOVA

Office of City Manager

October 27, 2014

Memo to City Council

Re: ITB #01-14 Drainage and Sidewalk Installation 3rd Street SRTS

CMC 5.12.040 "Council approval of contracts":

Twenty-five thousand dollars may be executed unless the council has approved a memorandum setting forth the following essential terms of the contract:

- A. The identity of the contractor;**
Wilson Construction Inc.
- B. The contract price;**
\$295,844.55
- C. The nature and quantity of the performance that the city shall receive under the contract;**
Contractor will construct 340 feet of sidewalk and replace/upgrade drainage along 3rd Street. Contractor will also construct a raised crosswalk across Lake Avenue and install signage on both 3rd street and Lake Avenue.
- D. The time for performance under the contract.**
The project start date will be May 23, 2015 and be substantially complete by August 31, 2015

I recommend the City enter into a contract with Wilson Construction of Cordova Inc, Cordova, Alaska, to perform Drainage and Sidewalk Installation 3rd Street as set forth in the ITB #01-14. The total contract price is not to exceed \$295,844.55 Two Hundred Ninety-five Thousand Eight and Forty-four dollars and Fifty-five cents.

Recommended action: Voice Vote.

I move to direct the City Manager to enter into a contract with Wilson Construction of Cordova INC, Cordova, Alaska, to perform Drainage and Sidewalk Installation on 3rd Street for a sum of Two Hundred Ninety-five Thousand Eight and Forty-four dollars and Fifty-five cents (\$295,844.555).

Thank you,

Randy Robertson
City Manager



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

CITY OF CORDOVA

Office of City Manager

October 31, 2014

Memo to City Council

Re: RFP #05-14 UV Ultra Violet Disinfection Components for LT2 Project

CMC 5.12.040 "Council approval of contracts":

Twenty-five thousand dollars may be executed unless the council has approved a memorandum setting forth the following essential terms of the contract:

- A. The identity of the contractor:** Trojan Technologies, Portland, OR.
- B. The contract price:** not to exceed \$498,000.
- C. The nature and quantity of the performance that the city shall receive under the contract;**

The Supplier will provide all UV equipment which will enable the City to meet the LT2 requirements. The Supplier will work with the Engineer and General Contractor (TBD) to provide design information, equipment layouts, shop drawings, system sizing, electrical load requirements, and controls narratives for use in preparing project bid and construction documents in 2014 and early 2015. The bid documents issued to select the future General Contractor will name Trojan Technologies as the pre-selected UV Equipment Supplier.

- D. The time for performance under the contract.**

Supplier will begin work with GVI Jones Inc (Owner's LT2 design engineer) upon NTP in November, 2014. The award of a contract to the GC is planned for August 2015. Installation and operation of each of the three UV disinfection systems is required by March 15, 2016, in time for increased water consumption for the fish processing season which extends through August. Final completion of the installations is required not later than September 30, 2016.

I recommend the City enter into a contract with Trojan Technologies to provide UV supplies and services as set forth in RFP #05-14. The total contract price is not to exceed \$498,000.00.

Recommended action: Voice Vote.

I move to direct the City Manager to enter into a contract with Trojan Technologies, Portland, OR, to provide UV supplies and services per RFP#05-14 for a sum not to exceed four hundred ninety-eight thousand dollars and zero cents (\$498,000.00).

Thank you,

Randy Robertson
City Manager

Memorandum

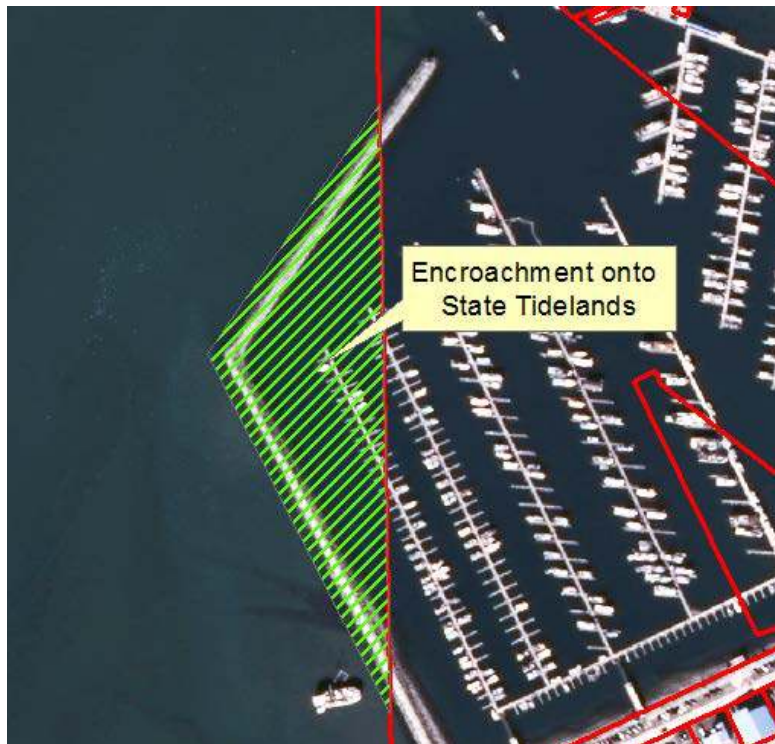
To: City Council
From: Planning Staff
Date: 10/29/2014
Re: Process for Acquiring State Tidelands

Following the conversation at the 10/15/14 City Council Regular Meeting, staff researched the process that would need to occur for the City to acquire the State owned tidelands that the Harbor encroaches on. Our contacts at the State indicated that the process would start after the City filed an "Application for Purchase or Lease of State Land." See end of memo for more information on this process.

Below is an image showing the Harbor encroachment. The area containing red lines represents ATS 220, which is owned by the City. The area to the West of ATS 220 containing a portion of the breakwater is owned by the State.

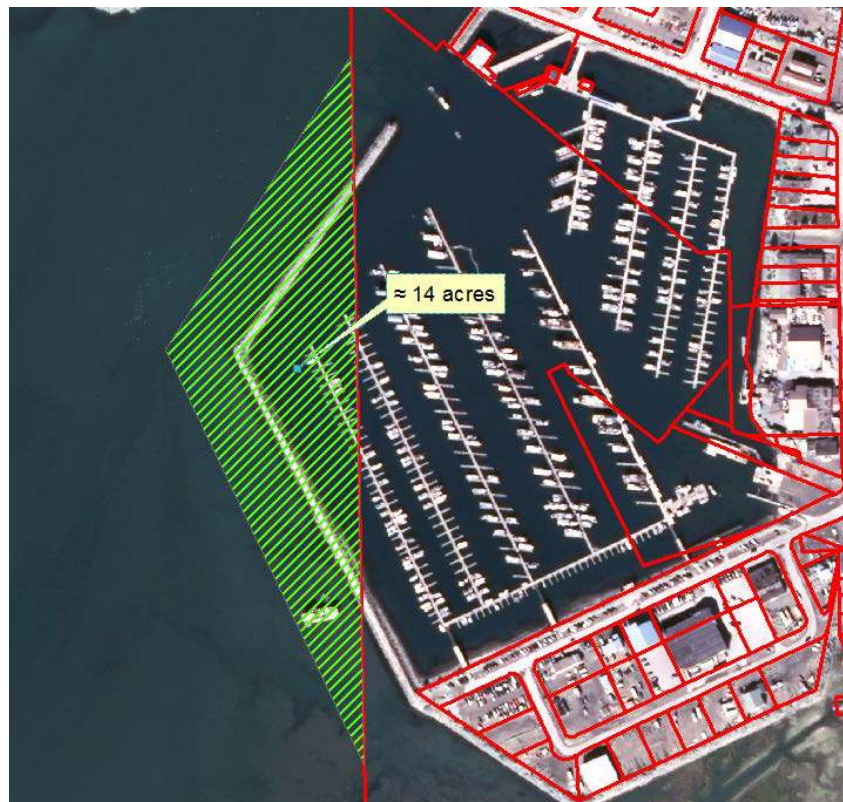


The encroachment onto State Tidelands is approximately 6.5 acres, shown below.



Staff have prepared several hypothetical scenarios showing the potential areas of tidelands the City may want to pursue acquiring from the State.

200 feet off the edge of the breakwater:



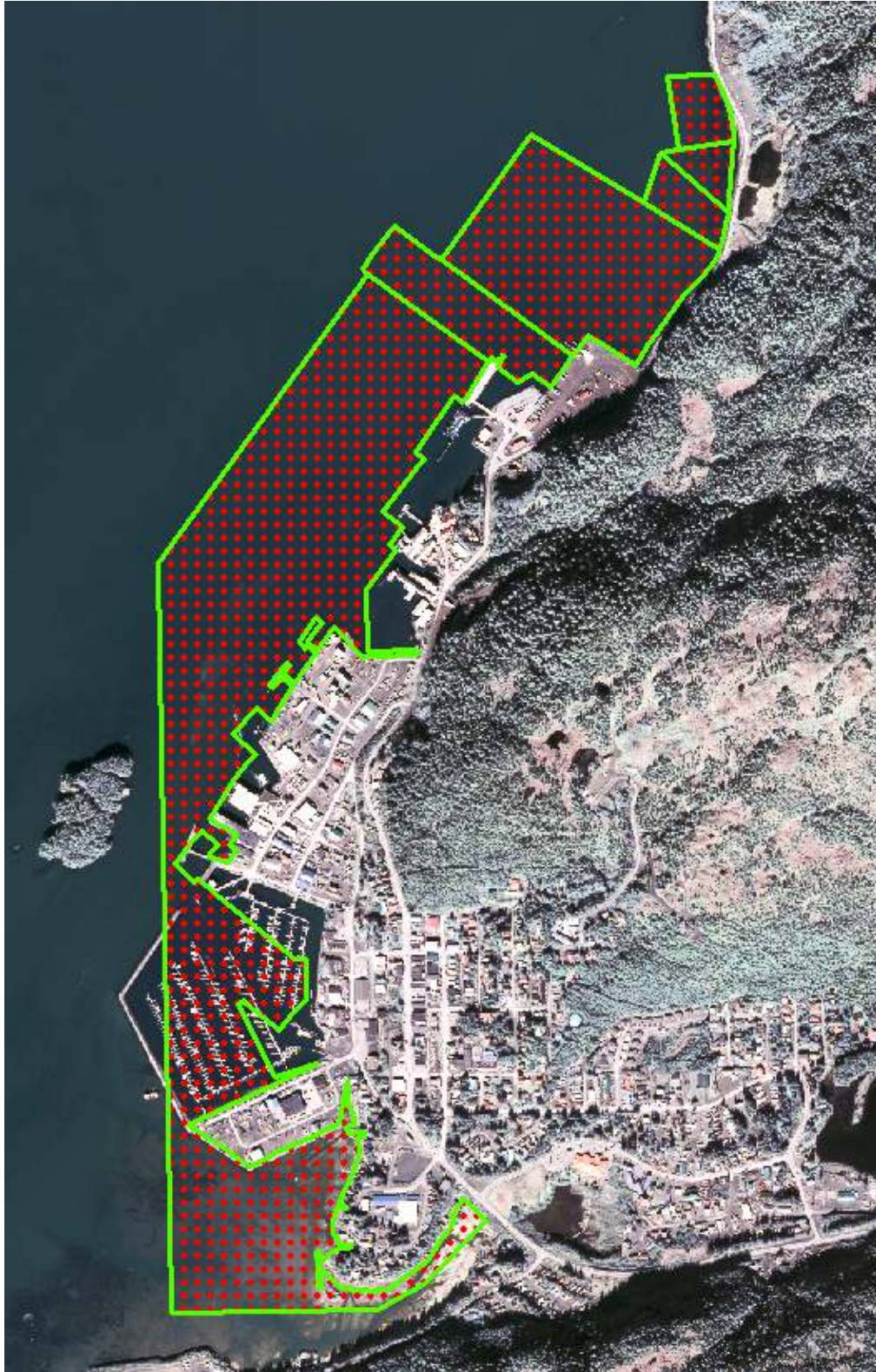
300 feet off the edge of the breakwater:



Squared off:



Below is an image representing the tidelands that the City currently owns.



In the past, both the South Fill and the Shipyard area have been looked at as areas for potential future development. If the City is looking for areas for future industrial development, staff suggest specifically looking closer at the Shipyard area as the City owns a significant amount of undeveloped tidelands and the surrounding area is zoned waterfront industrial.

The application is a fairly general/simple two-page document that the State uses for disposing of their land. Along with the application, the City must also answer several questions which are applicable to AS 38.05.825, the statute that is specific to the conveyance of tidelands to municipalities. Some of the questions asked in this process deal with existing improvements or planned improvements, therefore an application for just the encroachment of the breakwater/harbor would be different than an application for additional tidelands beyond the breakwater that would be intended for future development. The State has not indicated if the tidelands could be conveyed in either case and have only indicated that the application is the first step in the process.



Cordova Center Progress Update

Memo

To: Mayor and City Council
From: Rich Rogers, Cathy Sherman
CC: Randy Robertson
Date: October 31, 2014
Re: Cordova Center Phase II Update – 05 Nov Council Meeting

SCHEDULE

- 02 Nov Sunday – DCI mobilizes (forklift, job trailer, etc ...)
- 06 Nov Thursday – Design Review Forum at Elementary School
- 10 Nov – start mech & elec rough in

CONSTRUCTION

- MRV – Window design at 70%; finish by 30 Nov; Cascadia, 47 openings, framing details
- MRV – reviewing 26 submittals & 15 RFIs (request for information)
- MRV – researching 16” blown in insulation “settling” question; specs do address density
- City – Weston Bennett started 27 Oct

BUDGET

- **Estimated balance as of 9-30-14** \$53,619.99
- The balances of the available grants are:
 - EVO SIC \$2,375,936.52
 - DCCED Legis Grant \$ 994,478.00
 - DCCED Legis Grant \$4,000,000.00

CAPITAL CAMPAIGN ‘Get ‘Er Done’

- Of the \$750,000 local & corporate goal, approximately \$85,330 has been raised/pledged.
- 100% of the Cordova Center Committee, Cordova Arts & Pageants, Cordova Historical Society and Cordova Public Library Board have all donated.
- The Cordova Center Committee is sponsoring a Cordova Center Public Meeting on Thursday November 6th from 7:00 until 9:30 in the Mt. Eccles Commons. This will provide the community an opportunity to preview the selected finishes for the interior of the facility; meet with the architect team and contractor’s team as well as representatives from the City of Cordova.

---- End of Memo ----



CITY OF CORDOVA

Office of City Manager

To: Mayor and City Council
From: Randy Robertson, City Manager
Subject: Cordova Center Committee Energy Analysis and Recommendation
Date: October 29, 2014

The Cordova Center Committee met on Friday, October 24 at noon in the Library Meeting Room and for a second time reviewed the Cordova Center Alternative Heating Analysis Draft. Clay Koplin was a guest speaker and presenter at this meeting.

While both Clay Koplin and Jim Rehfeldt of Alaska Energy Engineering spoke favorably in the past about utilizing interruptible electric power as a possible mode of heat for the Cordova Center and the report leads to that, new studies by Cordova Electric Cooperative show this would not be as useful to the Cordova Center as it would for say the Bob Korn Pool.

The Committee recommended no design change at this time, but did encourage the Design Team to address the opportunity for alternative sources in the future.

Attached is the Draft study, comments from Clay Koplin and Jim Rehfeldt.

10/28/14 7:11pm

A few items relevant to my conversion [sic] with Clay today:

- Clay determined that the availability of surplus hydro is less than he originally predicted to me. I can revise the analysis to match his current prediction but am certain that the electric boiler is no longer a good investment.
- He feels there are better candidates for an electric boiler such as the swimming pool. The pool will need heat in the summer when he has surplus power, has higher loads, and does seem to be a better fit.
- We concurred that the combined loads of the pool, Center, current municipal building (if it remains) and perhaps a few nearby buildings may create sufficient load to consider a seawater loop that the buildings could couple to seawater heat pumps. I have seen that potential throughout this project. The size of the Center coupled with the funding challenges did not lend itself to adding such a component. Perhaps that is a future study the city can pursue.
- Clay also questioned future fuel oil inflation of 6% when considering the current decreases in oil prices and the US production resurgence. Since 1992, we have seen oil prices undergo similar rises and drops and seem to always return to an average inflation rate of 6%. I have chased such rises and drops in the past only to see oil always come back to 6% inflation. Thus, I am not yet unwilling to jump on this drop as a pivot point to lower long-term oil inflation. This is a 25-year prediction and I see the past 20-years as a better predictor of the future.
- Since no one knows future energy prices and we all see the future through our own lenses, I typically use a sensitivity analysis that brackets high and low cases with reasonable values. I did not do that with this small analysis but can add it. Typically, it does not significantly change the message. It does however, give people more assurance in their decision.

Thank you.

Jim Rehfeldt, P.E.

Mechanical/Energy Engineer

Alaska Energy Engineering LLC

to: **Paul Voelckers, MRV Architects**
subject: **Alternative Heating Analysis – DRAFT for Design Team Review**
project: **Cordova Center**

INTRODUCTION

This technical memorandum presents a life cycle cost analysis of two alternative heating systems for the Cordova Center in Cordova, Alaska. The analysis evaluates heating the building with an electric boiler using lower cost interruptible power or air source heat pumps using firm power.

The analysis is performed by Jim Rehfeldt, P.E. of Alaska Energy Engineering LLC. The following provided technical assistance:

- Mechanical Engineering: Doug Murray, P.E. of Murray & Associates, P.C.
- Electrical Engineering: John Hood, P.E. of AMC Engineers
- Utility Engineering: Andy Gentry of Cordova Electric Cooperative

Heating System Description

Design Heating System

The Cordova Center is currently under construction. Heat and domestic hot water will be supplied by three fuel oil boilers and distributed by a variable flow hydronic heating system. The hydronic system is a low-temperature system (115°F) consisting of air system heating coils and in-floor radiant heat.

Alternative Electric Boiler System

An electric boiler will be added to the design heating plant. It will utilize lower-cost interruptible electricity to heat the building when the Cordova Electric Cooperative (CEC) determines they have surplus hydroelectric power. The CEC will enable the boiler when surplus power is available and the building control system will modulate the boiler to heat the building. The system consists of:

- Primary: A 290 kW electric boiler connected to the primary heating loop. The boiler supplies the building heating load whenever it is enabled by CEC.
- Secondary: The three fuel oil boilers will be retained to heat the building whenever interruptible power is not available and the electric boiler is disabled by CEC.

Alternative Air Source Heat Pump System

An air source heat pump system will be added to the design heating plant, with one fuel oil boiler deleted from the project. The system will utilize air-to-water heat pumps to extract heat from outdoor air. The warm refrigerant from the outdoor units will to indoor heat exchangers that transfer the heat to the hydronic heating system. The low-temperature heating system integrates well with the operating temperature of the heat pumps.

Two heat pump capacities are evaluated based on 30% and 50% of the peak heating load. The heat pump(s) will be the primary heating source with two fuel oil boilers supplementing during cold weather. The systems consist of:

- 30% System
 1. Air-Source Heat Pumps: A packaged unit of two outdoor heat pumps, with a capacity of 155 MBH supplying three indoor heat exchangers.
 2. Boilers: Two boilers, each sized at 50% of the design load.
- 50% System
 1. Air-Source Heat Pumps: Two packaged units of two heat pumps, with a total capacity of 310 MBH, supplying six indoor heat exchangers.
 2. Boilers: Two boilers, sized at 40% and 50% of the design load.

The outdoor units will require a covered enclosure that protects them from wind-driven rain and snow. The building control system will enable the heat pumps and the internal heat pump controls will modulate them to supply the heating load.

ENERGY ANALYSIS

Cordova's electricity is produced by hydroelectric and diesel generators. The hydroelectric plants are run-of-the-river facilities that can generate power up to the amount of available flow captured by in the penstocks. When the amount of hydroelectric power is insufficient to meet the load, the diesel generators supplement. The cost of electricity varies monthly due to fuel costs associated with that month's diesel generation.

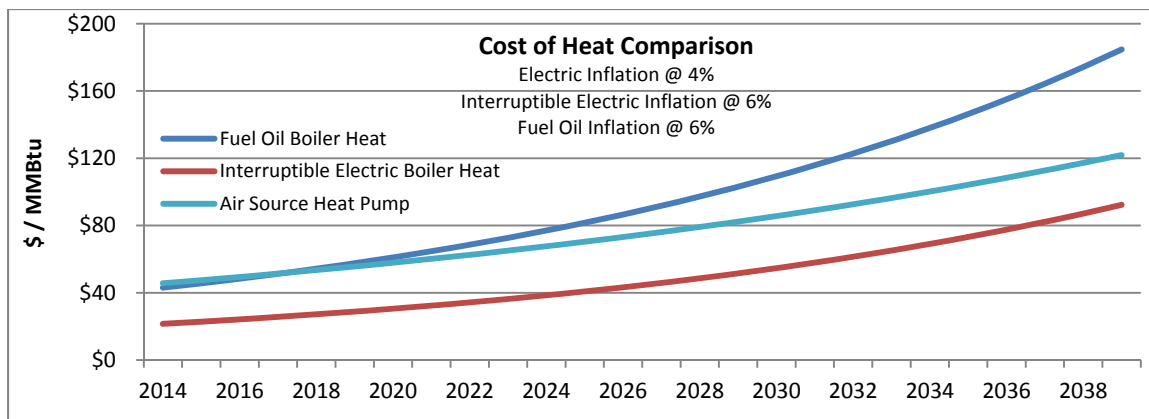
The Cordova Electric Cooperative has an interruptible power rate but does not have any customers on the rate. If the Cordova Center becomes the first customer, it will have primacy of interruptible power over any subsequent interruptible customers. The CEC intends to price interruptible power at 50% of the cost of fuel oil heat. The rate schedule is appended to this report.

Heating Cost Comparison

The following graph compares the heating costs. Based on current prices and equipment efficiencies, electric boiler heat is the lowest cost with heat pump and fuel oil boiler heating costs about equal.

Future cost trends are based on fuel oil inflation of 6% and firm electricity inflation of 4%. The cost of interruptible power is indexed to fuel oil prices so it also inflates at the fuel oil rate of 6%. Fuel oil boiler and electric boiler heat rise in a similar fashion. Air source heat pump heat inflates at a slower rate because the majority of its heat is extracted from the environment and firm power has a lower inflation rate.

In all future years, the electric boiler heat is less expensive. Unfortunately, its limited availability affects the energy cost savings it can provide.



Energy Consumption and Cost

The following table summarizes the heating and ventilating energy savings.

Annual Heating System Energy Use and Costs, 2015

Option	Fuel Oil		Electricity		Total	
	Gallons	Cost	kWh	Cost	Cost	%
Design Heating System	9,600	\$42,000	3,000	\$1,000	\$43,000	100%
Electric Boiler System	6,900	\$30,000	87,000	\$8,000 ¹	\$38,000	-14%
Heat Pump System (50%)	400	\$1,000	125,000	\$43,000	\$44,000	2%
Heat Pump System (30%)	1,500	\$6,000	104,000	\$36,000	\$42,000	-2%

1. The cost is blended based on the respective quantities of firm and interruptible power.

The electric boiler option provides a first year energy savings of 14%. The heat pump systems have a much smaller effect on first year energy cost. The 50% system has 2% higher first year energy costs and the 30% system has a 2% lower first year energy costs.

LIFE CYCLE COST ANALYSIS

The life cycle cost analysis provides a comparison of the life cycle cost of the heating alternatives, relative to the designed fuel oil boiler system. The 30% heat pump system has a slightly lower life cycle cost and the electric boiler system a slightly higher life cycle cost than the designed system. Within the realm of projecting energy costs for 25-years, the two systems have essentially the same life cycle cost as the designed fuel oil boiler system. The 50% heat pump system has a much higher life cycle cost.

The following table summarizes the life cycle cost analyses of the three systems.

Life Cycle Cost Analysis

Component	Electric Boiler	50% Heat Pump	30% Heat Pump
Construction Cost	\$ 189,000	\$ 318,000	\$ 196,000
Annual Costs	2,000	66,000	19,000
Energy Costs	<u>- 174,000</u>	<u>- 240,000</u>	<u>- 224,000</u>
Total Life Cycle Cost	\$ 17,000	\$ 144,000	-\$ 9,000

Summary


The life cycle cost analysis determined that both the electric boiler option and the 30% heat pump option have life cycle costs that are essentially equal to the designed fuel oil boiler system. The main benefit of installing either system is to reduce the carbon footprint of the facility. Despite their economic similarities, the systems are not the same in terms of their energy use, maintenance, and risk.

Electric Boiler System

- **Energy:** Interruptible hydroelectric power is projected to be available 30% of the year. When the monthly availability is applied to the building heating load, the electric boiler supplies only 28% of the heat.
- **Maintenance:** An electric boiler requires relatively little maintenance and can be serviced by local repair technicians.
- **Risk:** The economics of the electric boiler depend entirely upon the future availability of surplus hydropower. Any changes in the utility's electric load or precipitation amounts will affect the availability of surplus power.

30% Heat Pump System

- **Energy:** The heat pump is able to supply 80% of the heating load, converting the most of the building energy use from fuel oil to renewable hydropower. However, the energy does not come at a significantly lower cost in the early years. Instead, the energy cost savings mostly occurs in later years due to electric inflation being 2% lower than fuel oil inflation.
- **Maintenance:** There is no data on the life expectancy and long-term maintenance issues associated with operating outdoor units in a salt-laden marine environment. The analysis is conservatively based on a 12 year life of the outdoor unit, well below the expected service life of 18 years.
- **Risk:** The use of air source heat pumps is increasing in coastal Alaska. However, an air source heat pump system will fail if it is not properly maintained and observed. The system comes with a stronger ownership responsibility. The Owner and/or community must develop and retain the expertise to maintain and repair the systems. Given that the Cordova Center is a more complex building than most City buildings, the added responsibility of the heat pump must be accepted if the system is to be successful.

by: 
Jim Rehfeldt, P.E.

Life Cycle Cost Analysis

Cordova Center Interruptible Electric Boiler

Basis

25	Study Period (years)	2.8%	General Inflation
4.5%	Nominal Discount Rate	6.0%	Fuel Inflation
1.7%	Real Discount Rate	4.0%	Firm Electricity Inflation
		6.0%	Interruptible Electricity Inflation

Construction Costs	Year	Qty	Unit	Base Cost	Year 0 Cost
Electric Boiler					
<u>Heating System</u>					
Electric boiler 290 kW	0	1	LS	\$26,000.00	\$26,000
Primary piping and connection to primary header 3"	0	1	LS	\$4,000.00	\$4,000
Primary Pump 1/2 HP	0	1	LS	\$1,500.00	\$1,500
<u>Electric Service</u>					
3-phase power to electric boiler	0	1	LS	\$5,000.00	\$5,000
1-phase power to boiler pump	0	1	LS	\$1,500.00	\$1,500
Contactors 290 kW	0	1	LS	\$3,500.00	\$3,500
CEC controls interface	0	1	LS	\$2,500.00	\$2,500
<u>Controls</u>					
BAS controls	0	8	pts	\$2,000.00	\$16,000
<u>TAB</u>					
Balance boiler	0	1	ea	\$250.00	\$250
<u>Closeout</u>					
Startup	0	1	ea	\$500.00	\$500
Commissioning	0	1	ea	\$500.00	\$500
<u>Electrical</u>					
Upgrade transformer and new feeders (CEC)	0	1	ea	\$10,700.00	\$10,700
Electric feeders to boiler room	0	1	LS	\$27,556.00	\$27,556
Boiler disconnect	0	1	LS	\$12,000.00	\$12,000
Contingencies					
Estimating contingency	0			10%	\$11,151
Overhead & profit	0			30%	\$36,797
Design fees	0			10%	\$15,945
Project management	0			8%	\$14,032
Total Construction Costs					\$189,000

Cordova Center Interruptible Electric Boiler

Annual Costs	Maintenance	\$40.00	Years	Qty	Unit	Base Cost	Present Value
Heating Plant							
<u>Fuel Oil Boilers</u>							
Fuel Oil Boiler Maintenance							
Parts Allowance, each			1 - 25	-0.5	LS	\$200.00	(\$1,988)
Monthly, each	1.5 hours/month		1 - 25	-9	hrs	\$40.00	(\$7,158)
Annual, each	8 hours/year		1 - 25	-4	hrs	\$40.00	(\$3,181)
<u>Electric Boiler Maintenance</u>							
Parts Allowance, each			1 - 25	1	LS	\$75.00	\$1,491
Monthly, each	0.5 hours/month		1 - 25	6	hrs	\$40.00	\$4,772
Annual, each	4 hours/year		1 - 25	4	hrs	\$40.00	\$3,181
10-year Maintenance			10 - 10	8	hrs	\$40.00	\$266
10-year Maintenance			20 - 20	8	hrs	\$40.00	\$224
<u>Pumps</u>							
Pump maintenance, pipe mounted			1 - 25	1	ea	\$200.00	\$3,977
Total Annual Costs							\$2,000
Energy Costs							
Fuel Oil			1 - 25	-2,697	gallon	\$4.42	(\$360,537)
Interruptible Electricity			1 - 25	82,650	kWh	\$0.070	\$174,306
Firm Electricity			1 - 25	1,511	kWh	\$0.343	\$12,188
Total Energy Costs							(\$174,000)
Present Worth							\$17,000

Cordova Center
Air Source Heat Pump - 50% Load
Basis

25	Study Period (years)	2.8%	General Inflation
4.5%	Nominal Discount Rate	6.0%	Fuel Inflation
1.7%	Real Discount Rate	4.0%	Firm Electricity Inflation
		6.0%	Interruptible Electricity Inflation

Construction Costs	Year	Qty	Unit	Base Cost	Year 0 Cost
Air Source Heat Pumps					
<u>Outdoor Unit</u>					
Air source heat pump	0	2	ea	\$25,000.00	\$50,000
Refrigerant piping to boiler room	0	1	ea	\$2,000.00	\$2,000
Covered enclosure	0	60	sqft	\$200.00	\$12,000
<u>Indoor Units</u>					
Heat exchanger HEX units	0	6	ea	\$6,500.00	\$39,000
HEX piping with circulation pump	0	6	ea	\$2,000.00	\$12,000
Heat pump loop connected to building loop 2" dia	0	1	ls	\$3,000.00	\$3,000
Buffer tank 250 gal	0	1	ls	\$4,000.00	\$4,000
Domestic Hot Water					
Electric HW tank 80 gal, 9 kW	0	1	ls	\$6,000.00	\$6,000
Piping between indirect and electric tanks	0	1	ls	\$1,500.00	\$1,500
Controls					
BAS controls	0	8	pts	\$2,000.00	\$16,000
TAB					
Balance HEX units	0	6	ea	\$50.00	\$300
Closeout					
Startup	0	1	ea	\$1,500.00	\$1,500
Commissioning	0	1	ea	\$1,500.00	\$1,500
Electrical					
Three-phase service to outdoor units	0	1	ea	\$7,500.00	\$7,500
Three-phase service to HW heater	0	1	ea	\$5,000.00	\$5,000
Single-phase service to indoor units	0	6	ea	\$1,500.00	\$9,000
Single-phase service to pumps	0	6	ea	\$1,500.00	\$9,000
Contingencies					
Estimating contingency	0			15%	\$26,895
Overhead & profit	0			30%	\$61,859
Design fees	0			10%	\$26,805
Project management	0			8%	\$23,589
Total Construction Costs					\$318,000

Alaska Energy Engineering LLC

25200 Amalga Harbor Road Tel/Fax: 907.789.1226
Juneau, Alaska 99801 alaskaenergy@gci.net

Life Cycle Cost Analysis

October 15, 2014

Cordova Center

Air Source Heat Pump - 50% Load

Annual Costs	Maintenance	\$40.00	Years	Qty	Unit	Base Cost	Present Value
Heating Plant							
<u>Fuel Oil Boilers</u>							
Fuel Oil Boiler Maintenance							
Parts Allowance, each			1 - 25	-1	LS	\$200.00	(\$3,977)
Monthly, each	1.5 hours/month		1 - 25	-18	hrs	\$40.00	(\$14,315)
Annual, each	8 hours/year		1 - 25	-8	hrs	\$40.00	(\$6,362)
<u>Air-source Heat Pump Maintenance</u>							
Parts Allowance			1 - 25	2	LS	\$300.00	\$11,930
Monthly	0.5 hours/month		1 - 25	12	hrs	\$40.00	\$9,544
Every Three Months	0.67 hours/3 months		1 - 25	5	hrs	\$40.00	\$4,242
Annual	8 hours/year		1 - 25	16	hrs	\$40.00	\$12,725
Five Year Maintenance	4 hours/year		5 - 5	8	hrs	\$40.00	\$289
Five Year Maintenance	4 hours/year		10 - 10	8	hrs	\$40.00	\$266
Five Year Maintenance	4 hours/year		15 - 15	8	hrs	\$40.00	\$244
Five Year Maintenance	4 hours/year		20 - 20	48	hrs	\$40.00	\$1,347
Replace outdoor units			12 - 12	1	LS	\$50,000.00	\$40,144
<u>Pumps</u>							
Pump maintenance, cartridge			1 - 25	6	ea	\$100.00	\$11,930
Pump maintenance, pipe mounted			1 - 25	-1	ea	\$200.00	(\$3,977)
<u>Domestic Hot Water</u>							
Indirect HW heater	2	1	1 - 25	2	hrs	\$40.00	\$1,591
Total Annual Costs							\$66,000

Energy Costs	Years	Qty	Unit	Base Cost	Present Value
Fuel Oil	1 - 25	-9,147	gallon	\$4.42	(\$1,223,004)
Firm Electricity January	1 - 25	21,368	kWh	\$0.40	\$198,472
Firm Electricity February	1 - 25	16,288	kWh	\$0.36	\$139,347
Firm Electricity March	1 - 25	14,516	kWh	\$0.37	\$127,731
Firm Electricity April	1 - 25	8,661	kWh	\$0.47	\$95,265
Firm Electricity May	1 - 25	5,504	kWh	\$0.40	\$51,124
Firm Electricity June	1 - 25	3,613	kWh	\$0.28	\$23,844
Firm Electricity July	1 - 25	3,095	kWh	\$0.22	\$15,887
Firm Electricity August	1 - 25	3,174	kWh	\$0.22	\$16,291
Firm Electricity September	1 - 25	3,915	kWh	\$0.22	\$20,095
Firm Electricity October	1 - 25	8,740	kWh	\$0.24	\$49,136
Firm Electricity November	1 - 25	13,461	kWh	\$0.25	\$78,965
Firm Electricity December	1 - 25	20,342	kWh	\$0.36	\$174,026
Firm Electricity Pumps	1 - 25	-851	kWh	\$0.343	(\$6,867)
Total Energy Costs					(\$240,000)

Present Worth	\$144,000
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Cordova Center Air Source Heat Pump - 30% Load

Basis

25	Study Period (years)	2.8%	General Inflation
4.5%	Nominal Discount Rate	6.0%	Fuel Inflation
1.7%	Real Discount Rate	4.0%	Firm Electricity Inflation
		6.0%	Interruptible Electricity Inflation

Construction Costs	Year	Qty	Unit	Base Cost	Year 0 Cost
Air Source Heat Pumps					
<u>Outdoor Unit</u>					
Air source heat pump	0	1	ea	\$25,000.00	\$25,000
Refrigerant piping to boiler room	0	1	ea	\$2,000.00	\$2,000
Covered enclosure	0	48	sqft	\$200.00	\$9,600
<u>Indoor Units</u>					
Heat exchanger HEX units	0	3	ea	\$6,500.00	\$19,500
HEX piping with circulation pump	0	3	ea	\$2,000.00	\$6,000
Heat pump loop connected to building loop 2" dia	0	1	ls	\$3,000.00	\$3,000
Buffer tank 150 gal	0	1	ls	\$3,000.00	\$3,000
Domestic Hot Water					
Electric HW tank 80 gal, 9 kW	0	1	ls	\$6,000.00	\$6,000
Piping between indirect and electric tanks	0	1	ls	\$1,500.00	\$1,500
Controls					
BAS controls	0	5	pts	\$2,000.00	\$10,000
TAB					
Balance HEX units	0	3	ea	\$50.00	\$150
Closeout					
Startup	0	1	ea	\$1,500.00	\$1,500
Commissioning	0	1	ea	\$1,500.00	\$1,500
Electrical					
Three-phase service to outdoor units	0	1	ea	\$7,500.00	\$7,500
Three-phase service to electric HW heater	0	1	ea	\$5,000.00	\$5,000
Single-phase service to indoor units	0	3	ea	\$1,500.00	\$4,500
Single-phase service to pumps	0	3	ea	\$1,500.00	\$4,500
Contingencies					
Estimating contingency	0			15%	\$16,538
Overhead & profit	0			30%	\$38,036
Design fees	0			10%	\$16,482
Project management	0			8%	\$14,504
Total Construction Costs					\$196,000

Alaska Energy Engineering LLC

25200 Amalga Harbor Road Tel/Fax: 907.789.1226
Juneau, Alaska 99801 alaskaenergy@gci.net

Life Cycle Cost Analysis

October 15, 2014

Cordova Center

Air Source Heat Pump - 30% Load

Annual Costs	Maintenance	\$40.00	Years	Qty	Unit	Base Cost	Present Value
Heating Plant							
<u>Fuel Oil Boilers</u>							
Fuel Oil Boiler Maintenance							
Parts Allowance, each			1 - 25	-1	LS	\$200.00	(\$3,977)
Monthly, each	1.5 hours/month		1 - 25	-18	hrs	\$40.00	(\$14,315)
Annual, each	8 hours/year		1 - 25	-8	hrs	\$40.00	(\$6,362)
<u>Air-source Heat Pump Maintenance</u>							
Parts Allowance			1 - 25	1	LS	\$300.00	\$5,965
Monthly	0.5 hours/month		1 - 25	6	hrs	\$40.00	\$4,772
Every Three Months	0.67 hours/3 months		1 - 25	3	hrs	\$40.00	\$2,121
Annual	8 hours/year		1 - 25	8	hrs	\$40.00	\$6,362
Five Year Maintenance	4 hours/year		5 - 5	4	hrs	\$40.00	\$145
Five Year Maintenance	4 hours/year		10 - 10	4	hrs	\$40.00	\$133
Five Year Maintenance	4 hours/year		15 - 15	4	hrs	\$40.00	\$122
Five Year Maintenance	4 hours/year		20 - 20	24	hrs	\$40.00	\$673
Replace outdoor units			12 - 12	1	LS	\$25,000.00	\$20,072
<u>Pumps</u>							
Pump maintenance, cartridge			1 - 25	3	ea	\$100.00	\$5,965
Pump maintenance, pipe mounted			1 - 25	-1	ea	\$200.00	(\$3,977)
<u>Domestic Hot Water</u>							
Indirect HW heater	2	1	1 - 25	2	hrs	\$40.00	\$1,591
Total Annual Costs							\$19,000

Energy Costs	Years	Qty	Unit	Base Cost	Present Value
Fuel Oil	1 - 25	-7,702	gallon	\$4.42	(\$1,029,754)
Firm Electricity January	1 - 25	15,276	kWh	\$0.40	\$141,886
Firm Electricity February	1 - 25	12,309	kWh	\$0.36	\$105,306
Firm Electricity March	1 - 25	12,083	kWh	\$0.37	\$106,322
Firm Electricity April	1 - 25	8,218	kWh	\$0.47	\$90,391
Firm Electricity May	1 - 25	5,447	kWh	\$0.40	\$50,596
Firm Electricity June	1 - 25	3,613	kWh	\$0.28	\$23,844
Firm Electricity July	1 - 25	3,095	kWh	\$0.22	\$15,887
Firm Electricity August	1 - 25	3,174	kWh	\$0.22	\$16,291
Firm Electricity September	1 - 25	3,910	kWh	\$0.22	\$20,071
Firm Electricity October	1 - 25	7,985	kWh	\$0.24	\$44,892
Firm Electricity November	1 - 25	11,002	kWh	\$0.25	\$64,540
Firm Electricity December	1 - 25	15,026	kWh	\$0.36	\$128,549
Firm Electricity Pumps	1 - 25	-409	kWh	\$0.343	(\$3,298)
Total Energy Costs					(\$224,000)

Present Worth (\$9,000)

Appendix B

Sizing and Energy Analysis

Alaska Energy Engineering LLC

25200 Amalga Harbor Road Tel/Fax: 907.789.1226
Juneau, Alaska 99801 jim@alaskaenergy.us

Life Cycle Cost Analysis

October 15, 2014

Cordova Center Sizing and Energy Analysis

Building Loads

<u>Heating</u>	<u>Design Load, MBH</u>	<u>Energy, kBTU</u>
	1,319	960,000

Fuel Oil Boilers

Sizing Analysis

<u>Boilers</u>	<u>Boiler</u>	<u>Design Load, MBH</u>	<u>Factor</u>	<u>Gross MBH</u>	<u>Net MBH</u>	
	Boiler B-1 (FO)	1,319	30%	396	344	
	Boiler B-2 (FO)	1,319	39%	515	448	
	Boiler B-3 (FO)	1,319	39%	515	448	
			108%	1,426	1,240	
<u>Pumps</u>	<u>Pump</u>	<u>GPM</u>	<u>Head</u>	<u>η, pump</u>	<u>Pump, BHP</u>	<u>η, motor</u>
	Pump P-1	34	20	60%	0.3	70%
	Pump P-2	45	20	60%	0.4	70%
	Pump P-3	45	20	60%	0.4	70%

Energy Analysis

<u>Fuel Oil Boilers</u>	<u>Load, kBTU</u>	<u>% Load</u>	<u>Net, kBTU</u>	<u>Efficiency</u>	<u>kBTU/gal</u>	<u>Fuel, gals</u>
	960,000	100%	960,000	72%	138.5	9,627
<u>Pumps</u>	<u>Pump</u>	<u>Ave GPM</u>	<u>Ave Head</u>	<u>kW</u>	<u>Hours</u>	<u>kWh</u>
	Boiler	38	20	0.34	8,760	2,989

Interruptible Electric Boiler

Sizing Analysis

<u>Boiler Sizing</u>	<u>Boiler</u>	<u>Design MBH</u>	<u>Factor</u>	<u>Gross MBH</u>	<u>Net, MBH</u>	<u>kW</u>
	Boiler B-1 (FO)	1,319	30%	396	344	-
	Boiler B-2 (FO)	1,319	39%	515	448	-
	Boiler B-3 (FO)	1,319	39%	515	448	-
	Boiler B-4 (Elec)	1,319	75%	989	860	290
			183%	2,415		
<u>Pumps</u>	<u>Pump</u>	<u>GPM</u>	<u>Head</u>	<u>η, pump</u>	<u>Pump, BHP</u>	<u>η, motor</u>
	Pump P-1	34	20	60%	0.3	70%
	Pump P-2	45	20	60%	0.4	70%
	Pump P-3	45	20	60%	0.4	70%
	Pump P-4	86	20	60%	0.7	70%

Increased Electric Service

<u>Load</u>	<u>Qty</u>	<u>kW, ea</u>	<u>Total kW</u>
Boiler B-4 (Elec)	1	290	290
Pump P-4	1	1	1
			291

**Cordova Center
Sizing and Energy Analysis**
Energy Analysis
Electric and Fuel Oil Boilers

Month	Load MMBtu	Electric Boiler		Fuel Oil Boiler	
		%	kWh	MMBtu	Gallons
January	158	32%	15,724	107	1,073
February	118	25%	9,101	89	887
March	104	0%	0	104	1,043
April	66	0%	0	66	662
May	50	0%	0	50	501
June	36	47%	5,183	19	193
July	34	0%	0	34	341
August	36	45%	5,016	20	198
September	42	100%	12,957	0	0
October	75	45%	10,449	41	412
November	101	33%	10,386	67	675
December	139	32%	13,833	94	944
Total	959		82,650	691	6,930
					-2,697

Pumps	Pump	Ave GPM	Ave Head	kW	Hours	kWh	
	Pump P-1	38	20	0.3	5,256	1,794	
	Pump P-4	86	20	0.8	3,504	2,707	Increase
						4,500	1,511

Air Source Heat Pump - 50% Load
Sizing Analysis

Heating Equipment	Boiler	Design MBH	Factor	Size, MBH	Effic	kW
	ASHP-1	1,319	13%	178	200%	26
	ASHP-2	1,319	13%	178	200%	26
	Boiler B-1	1,319	40%	525	-	-
	Boiler B-2	1,319	52%	684	-	-
			119%	1,565		

Pumps	Pump	GPM	Head	η, pump	Pump, BHP	η, motor
	Hex P-1	7	20	55%	0.06	70%
	Hex P-2	7	20	55%	0.06	70%
	Hex P-3	4	20	55%	0.04	70%
	Hex P-4	7	20	55%	0.06	70%
	Hex P-5	7	20	55%	0.06	70%
	Hex P-6	4	20	55%	0.04	70%
	Boiler P-1	52	20	60%	0.44	70%
	Boiler P-2	68	20	60%	0.58	70%

Increased Electric Service

Load	Qty	kW, ea	Total kW
ASHP-1	1	26	26
ASHP-2	1	26	26
HEX Pumps	7	0.1	0.5
			53

Cordova Center Sizing and Energy Analysis

Energy Analysis		Load, kBTU	% Load	Net, kBTU			
Heat Pumps		960,000	95%	912,163			
	Month	% Load	Load kBTU	Ave Temp	COP	Input kBTU	kWh
	Jan	15%	135,922	33	1.9	72,907	21,368
	Feb	12%	108,515	35	2.0	55,576	16,288
	Mar	11%	101,837	37	2.1	49,528	14,516
	Apr	7%	66,130	40	2.2	29,551	8,661
	May	5%	50,150	46	2.7	18,780	5,504
	Jun	4%	35,765	49	2.9	12,327	3,613
	Jul	4%	34,427	54	3.3	10,560	3,095
	Aug	4%	35,975	55	3.3	10,829	3,174
	Sep	5%	41,730	52	3.1	13,357	3,915
	Oct	8%	75,119	44	2.5	29,821	8,740
	Nov	11%	99,848	39	2.2	45,928	13,461
	Dec	14%	126,746	32	1.8	69,407	20,342
		100%	912,163		218%	418,572	122,676
Fuel Oil Boiler		Load, kBTU	% Load	Net, kBTU	Efficiency	kBTU/gal	Fuel, gals
		960,000	5%	47,837	72%	138.5	480
							Reduction
							-9,147
Pumps		Pump	Ave GPM	Ave Head	kW	Hours	kWh
		Hex P-1	7	20	0.1	8,760	601
		Hex P-2	7	20	0.1	7,260	498
		Hex P-3	4	20	0.0	5,760	226
		Hex P-4	7	20	0.1	4,260	292
		Hex P-5	7	20	0.1	2,760	189
		Hex P-6	4	20	0.0	1,260	49
		Boiler P-1	52	20	0.5	600	283
						2,138	Increase
							-851

Air Source Heat Pump - 30% Load

Sizing Analysis							
Heating Equipment		Boiler	Design MBH	Factor	Size, MBH	Effic	kW
		ASHP-1	1,319	13%	178	200%	26
		Boiler B-1	1,319	52%	684	-	-
		Boiler B-2	1,319	52%	684	-	-
				117%	1,545		
Pumps		Pump	GPM	Head	η, pump	Pump, BHP	η, motor
		Hex P-1	7	20	55%	0.06	70%
		Hex P-2	7	20	55%	0.06	70%
		Hex P-3	4	20	55%	0.04	70%
		Boiler P-1	68	20	60%	0.58	70%
		Boiler P-2	68	20	60%	0.58	70%
Increased Electric Service		Load	Qty	kW, ea	Total kW		
		ASHP-1	1	26	26		
		HEX Pumps	3	0.1	0.2		
					26		

Cordova Center Sizing and Energy Analysis

Energy Analysis							
<u>Heat Pumps</u>		<u>Load, kBTU</u>	<u>% Load</u>	<u>Net, kBTU</u>			
		960,000	80%	768,030		1,485	
	<u>Month</u>	<u>% Load</u>	<u>Load kBTU</u>	<u>Ave Temp</u>	<u>COP</u>	<u>Input kBTU</u>	<u>kWh</u>
	Jan	13%	97,169	33	1.9	52,121	15,276
	Feb	11%	82,005	35	2.0	41,999	12,309
	Mar	11%	84,768	37	2.1	41,226	12,083
	Apr	8%	62,746	40	2.2	28,039	8,218
	May	6%	49,631	46	2.7	18,586	5,447
	Jun	5%	35,765	49	2.9	12,327	3,613
	Jul	4%	34,427	54	3.3	10,560	3,095
	Aug	5%	35,975	55	3.3	10,829	3,174
	Sep	5%	41,680	52	3.1	13,341	3,910
	Oct	9%	68,630	44	2.5	27,245	7,985
	Nov	11%	81,608	39	2.2	37,538	11,002
	Dec	<u>12%</u>	<u>93,625</u>	32	<u>1.8</u>	<u>51,269</u>	<u>15,026</u>
		100%	768,030		223%	345,082	101,138

<u>Fuel Oil Boiler</u>	<u>Load, kBTU</u>	<u>% Load</u>	<u>Net, kBTU</u>	<u>Efficiency</u>	<u>kBTU/gal</u>	<u>Fuel, gals</u>	<u>Reduction</u>
	960,000	20%	191,970	72%	138.5	1,925	-7,702

<u>Pumps</u>	<u>Pump</u>	<u>Ave GPM</u>	<u>Ave Head</u>	<u>kW</u>	<u>Hours</u>	<u>kWh</u>	
	Hex P-1	7	20	0.1	8,760	601	
	Hex P-2	7	20	0.1	7,035	482	
	Hex P-3	4	20	0.0	5,310	208	
	Boiler P-1	68	20	0.6	2,100	<u>1,289</u>	<u>Increase</u>
						2,580	-409

Appendix C

Interruptible Power Schedule

**CORDOVA ELECTRIC COOPERATIVE, INC.
TARIFF**

NEW AS OF: May 1, 2012

PAGE NO. 68

**SCHEDULE 1000
INTERRUPTIBLE POWER**

AVAILABILITY

Available to consumers of the Cooperative for all new interruptible loads with an expected demand of at least 100 kW and no more than 500 kW in 250 kW or smaller blocks during any one month of the expected service. Service can be either single or three phase.

TYPE OF SERVICE

Single or three phase, 60 cycles, at the Cooperative's standard voltages. Service is interruptible and shall be provided only when the Cooperative has excess hydroelectric generation as described in General Provisions.

BASE CHARGE

Consumer Charge (\$/month) 25.00

Energy (dollars/kWh) \$.0750

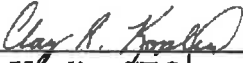
The Consumer Charge shall be applied in all months of the year regardless of delivery of energy under this service.

FUEL COST ADJUSTMENT

No Fuel Cost Adjustment shall be applied to any power sold under this rate.

POWER COST EQUALIZATION

No adjustment for Power Cost Equalization shall be made for power sold under this rate.



Clay Koplin, CEO

EFFECTIVE DATE: 5-1-2012

**CORDOVA ELECTRIC COOPERATIVE, INC.
TARIFF**

NEW AS OF: May 1, 2012

PAGE NO. 69

**SCHEDULE 1000
INTERRUPTIBLE POWER
(Continued)**

GENERAL PROVISIONS

1. This schedule applies only to new loads presently not on the system. The Cooperative shall have the right to make the determination whether the load qualifies for this rate. Load must be connected within 180 days of application.
2. This schedule shall apply only to interruptible loads having an expected peak demand of 100-500 kW limited to 250 kW switched blocks as estimated by the Cooperative.
3. Electric energy sold under this rate shall be delivered only if the Cooperative is meeting all of its power requirements with hydroelectric generation.
4. The delivery point shall be the metering point unless otherwise specified in the contract for service.
5. The cooperative shall be responsible for installing, operating, and maintaining the following equipment:

All wires, underground lines, control signal, and delivery equipment to the delivery point will be consistent with CEC's line extension policy (See Tariff Section 6) unless otherwise specified in the contract for service.



Clay Koplin, CEO

EFFECTIVE DATE: 5-1-2012

**CORDOVA ELECTRIC COOPERATIVE, INC.
TARIFF**

NEW AS OF: May 1, 2012

PAGE NO. 70

**SCHEDULE 1000
INTERRUPTIBLE POWER
(Continued)**

5. (Continued)

The customer shall be responsible for installing, operating, and maintaining the following equipment:

All wiring, interruptible loads, control apparatus, and other electrical equipment on the load side of the delivery point unless otherwise specified in the contract for service.

6. Interruption of service shall be performed by the Cooperative on a "last on / first off" basis such that the last customer to sign up for service is the first to be interrupted.
7. The availability of energy under this service is dependent on the amount of hydro power available and other loads of the Cooperative at any given time. The Cooperative makes no guaranties that any power will be available for this service.
8. This Interruptible Service will be available and at the stated rate for an initial period of three years from its effective date. At that time, the Cooperative reserves the right to eliminate the service in its entirety or reduce the number of customers participating. Any rate change at that time will take into account the change in the price of fuel oil during the previous three years.

End of Schedule 1000



Clay Koplin, CEO

EFFECTIVE DATE: 5-1-2012



**CORDOVA
ELECTRIC
COOPERATIVE, INC**

P.O. Box 20, 705 Second Street, Cordova, Alaska 99574-0020 * (907) 424-5555 * Fax (907) 424-5527

October 29, 2014

Cathy Sherman
Information Services Director
Cordova Center Committee
PO Box 1210
Cordova, AK 99574

RE: Cordova Center Heating Options

Dear Cathy:

You may recall that early in design review some years ago, Cordova Electric Cooperative (CEC) recommended provisions for an electric boiler for the Cordova Center as an opportunity to utilize excess hydroelectric power that was otherwise going to waste. Unfortunately, much has changed in the intervening years. Oil prices are much higher, but more importantly they are much more volatile with even greater volatility anticipated in the future. Furthermore, additional opportunities to utilize renewable and waste stream heating, and more appropriate locations to deliver excess hydropower have been identified (swimming pool, CEC diesel power plant). Finally, CEC electrical loads have increased substantially in recent years, reducing the frequency and magnitude of available waste hydro.

I have reviewed Alaska Energy Engineering, LLC (AEE) Draft Evaluation of heating options for the Cordova Center and have the following comments and suggestions:

- Do not install an electric on-demand boiler to heat the Cordova Center at this time, there is not enough excess hydro available during peak heating season to recover the costs, and change orders may delay completion of the Center exacerbating the return on investment. Substantial design and equipment modifications would be required, driving construction change orders and cost.
- Make provisions (floor space and conduit stubs) for future air-water or water-water heat exchange to allow retrofit of biomass/waste stream boiler heat, air-air, air-water, or water-water heat exchange from the ambient environment. Capital investment in design and construction is minimized, while future opportunities are kept available.
- Enlist an engineering firm, perhaps AEE to evaluate and design an on-demand electric boiler for the Bob Korn swimming pool where the return on investment is much higher due to higher summer heat demands coincident to the availability of excess hydropower.

Thank you for inviting me to participate in the design review, and for all of your enthusiasm, fortitude, persistence and patience in completing the most cost effective, multi-purpose, high utilization and value Center for the community of Cordova. Please contact me at your convenience if you have any further questions or requests.

With deep appreciation,

Clay Koplin, PE
CEO, Cordova Electric Cooperative

From: Jayson Smart [<mailto:jsmart@rasmuson.org>]
Sent: Thursday, October 30, 2014 2:12 PM
To: Cathy Sherman
Cc: Diane Kaplan; Sammye Pokryfki
Subject: RE: From Cordova

Thanks again Cathy for your time this morning.

Unfortunately It's too late in our process for the November meeting to consider any other proposals going forward for that docket. The final drafts of recommendations are due tomorrow morning, and go to our Board early next week.

As we discussed, my recommendation at this point is to withdraw the original request to the Foundation. Should circumstances change there that make is possible for a "local community investment" in the form of a direct appropriation, bonding, or a sales tax designation (as examples) that are used to complete the project, then we remain open to discussion about potential support. I have concerns about the additional funding coming from the "permanent fund" for the City, which you described as funds that came from Exxon Valdez settlement sources. We don't view those funds a local community investment in the same way as local bonding or taxation represents.

I know how hard you have worked to bring this all together, and we realize the significance of the project for the community. I remain available anytime to reconnect should anything new develop that you want to let us know about.

To withdraw the current request, please have an email from the Mayor's office sent to me simply stating that you wish to have the project withdrawn from consideration at the present time.

Let me know if you have any questions,

Best,

Jayson Smart
Program Officer
Rasmuson Foundation
301 W. Northern Lights Blvd., Suite 400
Anchorage, AK 99503
907.297.2882 office
877.366.2700 toll-free
907.244.1474 cell
907.297.2770 fax
jsmart@rasmuson.org
www.rasmuson.org



To: Mayor and City Council
Through: Randy Robertson, City Manager
From: Paul Trumblee, Fire Marshal
Date: October 9, 2014

CORDOVA VOLUNTEER FIRE DEPARTMENT

Quarterly Report

In this 3rd quarter of 2014. The Cordova Volunteer Fire Department responded to 62 Calls for Fire, Rescue and EMS for a total of 435 member hours. Including the emergency calls, the volunteers of the fire department participated in the regular Thursday night meetings, public education and other activities for a total of 2088 member hours.

Year to Date the Members of CVFD Responded to 165 emergency calls for service for a total of 1292 member hours. Including the emergency calls, the volunteers of the fire department participated in the regular Thursday night meetings, public education and other activities for a total of 7668 member hours.

A synopsis of this quarters training included Fire Pre-planning, fire critique, disaster drill-prep, cannery ammonia training, vehicle inventory, EMS training, DOT Mass Casualty Training.

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

Monthly Activity 7-2014

			Attendance	Hours	Total Man Hours
Date	Thursday Meetings				
7/3	Set up for 4th of July		16	3	48
7/3	PREP FOR 4TH OF JULY P/U CHAIRS		1	3.5	3.5
7/10	PREPLANS		12	2	24
7/17	BBQ FOR CALVERT/DAHL/WINTLE		26	3.5	91
7/24	MAIN FIRE CRITIQUE		20	3	60
7/31	DISASTER DRILL PREP		18	4	72
	Total		93	19	298.5
Date	Public Education Taught				
	NO PUBLIC EDUCATION THIS MONTH		0	0	0
	Total		0	0	0
Date	Other Activities				
7/1	SOP FIRE		2	5	10
7/3	NON PROFIT MEETING (IPREP)		1	1	1
7/4	STAND BY FOR KELP BOX RACE - AMBULANCE		5	3.5	17.5
7/6	AURORS TRAINING		1	4.5	4.5
7/8	FIT TEST TRAINING & PAPER WORK		1	6	6
7/13	RESEARCH FOR TRAINING ROOM COMMITTEE		1	5	5
7/13	SCENE CLEAN -UP (FROM CALL)		10	5	50
7/14	MAINT./UNIFORM		2	1	2
7/14	CISO-CRITICAL INCIDENT STRESS DEBRIEF		23	2	46
7/15	TRAINING ROOM COMMITTEE		2	2	4
7/16	RUN REVIEWS + MISC.		12	1	12
7/16	REARCH FOR TRAINING ROMM COMMITTEE		1	5	5
7/19	SALMON RUNS - SUPPORT AMBULANCE		2	3.5	7
7/19	SALMON RUNS - SUPPORT AMBULANCE		2	2.5	5
7/18	CLEANING KITCHEN/TRAINING ROOM		1	3	3
7/18	CLEANING KITCHEN/TRAINING ROOM		2	5.5	11
7/22	ORGANIZE PREPLAN PROJECT/CLEAN UP TRAINING ROOM		1	6	6
7/23	TRAINING , NEW ZOLL		1	1.5	1.5
7/25	EMS SCHEDULE		1	10	10
7/31	CHECKING & GOING OVER GAS MONITORS ON R1		1	1	1
7/31	PREP TRAINING FOR LEARNING THE NEW ZOLL		1	10	10
7/31	EMS ADMIN,RESTOCK/GETTING RADIO/EMAIL/ETT PAPER WOR		1	3	3
7/31	ETT PAPER WORK		1	1	1
7/31	EMT III RESEARCH / PREP FOR BECKY AND JASON		1	1	1
7/31	EMS ADMIN CONTACT FOLKS RENEW ADDRESS		1	2	2
7/31	SCHEDULING AMBULANCE		1	3	3
	Total		78	94	227.5
Date		Fire Runs			
7/15	036	TRAPPED UNDER MOTORCYCLE	2	2.5	5
7/17	037	WAREHOUSE FIRE	29	4.5	131

7/19	038	FUEL LEAK,CITY HALL BOILER	1	1	1
7/22	039	AMONIA LEAK, TRIDENT N.	20	1	20
7/25	040	SPRINKLER ALARM, FALSE ALARM	1	1	1
7/26	041	FUEL OIL TANK LEAK	1	1	1
7/30	042	PROPANE SMELL AT CAFÉ	1	1	1
7/30	043	FALSE ALARM, SET OFF BY WELDING	14	1	14
		Total	69	13	174
Date		Amb. Runs			
7/2	072	WOMEN FAINTED	3	2	6
7/12	073	HOOK PLANTED IN EYE	3	1	3
7/13	074	TRANSPORT	3	2	6
7/13	076	TRANSPORT	3	1	3
7/16	077	BACK PAIN	3	2	6
7/21	078	TRANSPORT	3	2	6
7/21	079	TRANSPORT	3	3	9
7/22	080A	AMMONIA LEAK	3	1	3
7/24	080	DEHYDRATION	3	1	3
7/24	081	MAN VOMITTING	3	1	3
7/26	082	FELL IN HARBOR	3	2	6
7/28	083	TRANSPORT	3	2	6
7/28	084	FELL OFF LADDER	3	1	3
7/30	085	SEVERE LEG PAIN	3	1	3
7/30	086	TRANSPORT	3	1	3
7/31	087	ABDOMINAL PAIN	3	2	6
		Total	48	25	75
		Total hours for the month of JULY	288	151	775

Monthly Activity 8-2014

Monthly Activity 8-2014			Attendance	Hours	Total Man Hours
Date	Thursday Meetings				
8/7	Ammonia Awareness		21	3	63
8/14	Fire & EMS Inventory/Sept. Drill		17	4	68
8/21	Substation Work Maintenanc/Run Reviews,Capnography		19	3.5	66.5
8/28	August Business Meeting		28	3	71
	Total		85	13.5	268.5
Date	Public Education Taught				
	NO PUBLIC EDUCATION THIS MONTH		0	0	0
	Total		0	0	0
Date	Other Activities				
8/24	Ambulance Inventory		10	1	10
DATE		Fire Runs			
8/1	14-44	Dump Truck Roll Over	19	2	38
8/3	14-45	Auto Alarm - Ocean Beauty	1	0.5	0.5
8/3	14-46	Auto Alarm - Ocean Beauty	12	0.5	6
8/13	14-47	Auto alarm - Trident Seafood	18	0.5	9
8/14	14-48	Smoke Alarms Chirping	1	0.5	0.5
8/18	14-49	False Alarm - Fire	17	0.5	8.5
8/27	14-50	Auto Alar. Triggered Burning Toast Mess Hall	3	0.5	1.5
	Total		71	5	64
Date		Amb. Runs			
8/1	14-089	Dumptruck Rollover - MVA	4	2	8
8/1	14-090	Medevac	3	1.5	4.5
8/1	14-091	Transport	6	1	6
8/2	14-092	Non Med Transport	3	1	3
8/3	14-093	Extreme Pain In Lower Body/Legs	3	1	3
8/8	14-094	Medical Transport	3	1.5	4.5
8/13	14-095	Medical Transport	3	2.5	7.5
8/14	14-096	Medical Transport	3	2	6
8/15	14-097	Medical Transport	3	2	6
8/21	14-098	Cardiac Assist	3	1	3
8/26	14-099	Possible Stroke/Anxious	3	2	6
8/26	14-100	Medical Transport	3	1.5	4.5
8/26	14-101	Cordova Police Dept - Jail	3	1	3
8/28	14-102	Psychiatric Problem	3	2	6
		Total	46	22	71

		<i>Total Hours The Month Of AUGUST</i>	<i>212</i>	<i>41.5</i>	<i>413.5</i>

Monthly Activity Sept 2014			Attendance	Hours	Total Man Hours
Date	Thursday Meetings				
9/4/2014	Engine Inventory		3	3.0	9.0
9/4/2014	CPR,Vitals,Zoll Training, Glucagon Drug Use		11	2.5	27.5
9/11/2014	Business Meeting		21	3.0	63.0
9/18/2014	DOT Mass Casualty Mock Drill Pre Drill		26	3.0	76.0
9/18/2014	Ambulance Inventory		9	1.0	9.0
9/25/2014	Golden Stethoscope		14	4.0	56.0
	Total		84	16.5	240.5
Date	Public Education Taught				
	NO PUBLIC EDUCATION THIS MONTH		0	0.0	0.0
	Total		0	0.0	0.0
Date	Other Activities				
9/2	Station Night (EMS Skills)		2	3.0	6.0
9/2	Golden Stethoscope Meeting		2	3.0	6.0
9/3	Station Night (EMS Skills)		2	2.5	5.0
9/7	Medic Schedule		2	5.0	10.0
9/9	Designer Drug Presentation		13	3.0	40.0
9/10	Medic Schedule		1	3.0	3.0
9/13	Staffing AC Table For Annual Anniversary		3	4.0	12.0
9/16	Training Room Committee		5	1.5	7.5
9/16	Fit Testing		1	3.0	3.0
9/16	Fit Testing		1	1.0	1.0
9/20	DOT Drill		26	3.5	91.0
9/22	Fixing Flag lights on Rescue Truck		1	1.5	1.5
9/23	Fit Testing		1	5.0	5.0
9/23	Fit Testing		1	6.0	6.0
9/23	Training Room Committee		6	2.0	12.0
9/30	Training Room Committee		6	2.0	12.0
9/30	Subcommittee - Paint committee		3	1.0	3.0
9/30	Fit Testing		1	4.0	4.0
	Total		77	54.0	228.0
DATE	Fire Runs				
9/1	14-51	Alarm Sounding, Mechanical Room-Cannery	13	0.5	6.5
9/5	14-52	Fuel Spill on Trailer Park Roadway	1	0.5	0.5
9/13	14-53	Automated Alarm	16	0.5	8.0
9/27	14-54	Fuel Sheen & Smell Near Mt. Eyak Apts.	2	1.0	2.0
		Total	32	2.5	17.0

Date		Amb. Runs			
9/10	14-103	Student With Injured Wrist	3	1.0	3.0
9/12	14-104	Man With Swollen Throat	4	1.0	4.0
9/12	14-105	Transport To 13 Mile	4	1.5	6.0
9/13	14-106	Fallen Woman, Bidarki	4	0.5	2.0
9/13	14-107	Transport To 13 Mile	2	1.5	3.0
9/14	14-108	Women With Diabetic Problem	3	1.0	3.0
9/15	14-109	Transport To 13 Mile	3	1.0	3.0
9/18	14-110	Transport To 13 Mile	3	1.5	4.5
9/18	14-111	Transport To 13 Mile	3	2.0	6.0
9/20	14-112	Head Wound	3	0.5	1.5
9/22	14-113	Difficulty Breathing	4	1.0	4.0
9/22	14-114	Transport to CCMC	3	1.5	4.5
		Total	39	14.0	44.5
		Total Hours The Month Of SEPT.	380	87.0	529.5



UBS Financial Services Inc.

3000 A Street, Suite 100
Anchorage, Alaska 99503

Buck Adams, CFP®, CIMA®, ChFC®
Senior Vice President – Investments
Senior Managed Accounts Consultant
buck.adams@ubs.com
Direct: (907) 261-5944

October 17, 2014

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

Dear Council Members and Staff,

The City of Cordova had a total of **\$11,610,783** (including accrued interest), on deposit with UBS, distributed among six funded accounts as of September 30, 2014. Four of these accounts are under active investment management utilizing the UBS Portfolio Management Program (three within the Permanent Fund portfolio and one in Central Treasury). Both the Permanent Fund and Central Treasury also have an additional account primarily used for cash management purposes.

Cordova's consolidated portfolio experienced positive returns in the first three quarters of 2014. The primary drivers of portfolio performance, a positive 2.70%, came from the fixed income markets, which comprise a substantial portion of your overall portfolio allocation. In addition to the interest income received, the price of bonds rose in a flight to safety as global equity markets have experienced increased volatility due to a host of global events. We have taken extensive measures to assume a defensive posture in the two Permanent Fund portfolios that are invested in both domestic and international equities, which I will reference further in this letter. While the returns below are as of September 30, 2014, due significant portfolio allocation changes in October, I have reflected the current asset allocations as of mid-October for information purposes.

2014 Year to date net returns:

- **Permanent Fund YTD net return = +2.95%.**
- **Central Treasury YTD net return = +1.95%,**
- **Consolidated accounts YTD net returns = +2.70%.**

The current balance on the Securities Based Lending credit line = \$0 (as of September 30, 2014).

Investors around the globe are understandably concerned about the dramatic events unfolding in the Middle East, the Ukraine and Hong Kong, just to name a few of the world's hot spots. Slow-downs in the Chinese, as well as many of the European economies, have added to the disquiet in global markets. To further add fuel to the fire, the spread of the Ebola virus across West Africa and now to our own shores is a recipe for market volatility. Two of the Permanent Fund portfolios, Aurora and Tactical Income Builder, are rules-based, quantitatively driven portfolios, which are invested in diverse markets around the globe. Both of these portfolios assumed highly defensive postures in mid-October, decreasing exposure to domestic and international equities in response to the loss of momentum in the equity markets and the rapid increase in volatility. These actions significantly reduced Aurora and Tactical Income Builders exposure to the global equity markets and substantially increased the allocation to fixed income in both those portfolios.

In addition to the standard performance reports through September 30th, I have attached a single page overall asset allocation chart updated through October 17th, as well as a recent UBS research piece referencing the current global market environment.

Sincerely,

Buck Adams, CFP®, CIMA®, ChFC®
UBS Financial Services Inc. is a subsidiary of UBS AG



as of October 17, 2014

	Market value (\$)	% of portfolio
Cash	343,623.45	2.99
Cash	343,623.45	2.99
Fixed Income	6,784,280.73	59.03
US	3,930,375.18	34.20
Global	2,834,057.41	24.66
International	19,848.14	0.17
Equity	2,452,018.98	21.33
US	1,842,249.65	16.03
International	609,769.33	5.30
Commodities	58,642.00	0.51
Commodities	58,642.00	0.51
Non-Traditional	1,838,558.53	16.00
Non-Traditional	1,838,558.53	16.00
Other	16,006.42	0.14
Other	16,006.42	0.14
Total Portfolio	\$11,493,130.10	100%

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



Pooled investment cash allocation: **\$24,644.68**



Disclosures applicable to accounts at UBS Financial Services Inc.

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

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

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

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

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

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

Pricing: All securities are priced using the closing price reported on the last business day preceding the date of this report. Every reasonable attempt has been made to accurately price securities; however, we make no warranty with respect to any security's price. Please refer

to the back of the first page of your UBS FS accounts statement for important information regarding the pricing used for certain types of securities, the sources of pricing data and other qualifications concerning the pricing of securities. To determine the value of securities in your account, we generally rely on third party quotation services. If a price is unavailable or believed to be unreliable, we may determine the price in good faith and may use other sources such as the last recorded transaction. When securities are held at another custodian or if you hold illiquid or restricted securities for which there is no published price, we will generally rely on the value provided by the custodian or issuer of that security.

Cash: Cash on deposit at UBS Bank USA is protected by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 in principal and accrued interest per depositor for each ownership type. Deposits made in an individual's own name, joint name, or individual retirement account are each held in a separate type of ownership. Such deposits are not guaranteed by UBS FS. More information is available upon request.

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

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

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

Equity Capitalization: Market Capitalization is defined

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

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

Bond Averages: All averages are weighted averages calculated based on market value of the holding, not including accrued interest.

Variable Annuity Asset Allocation: If the option to unbundle a variable annuity is selected and if a variable annuity's holdings data is available, variable annuities will be classified by the asset class, subclass, and style breakdown for their underlying holdings. Where a variable annuity contains equity holdings from multiple equity sectors, this report will proportionately allocate the underlying holdings of the variable annuity to those sectors measured as a percentage of the total variable annuity's asset value as of the date shown.

This information is supplied by Morningstar, Inc. on a weekly basis to UBS FS based on data supplied by the variable annuity which may not be current. Portfolio holdings of variable annuities change on a regular (often daily) basis. Accordingly, any analysis that includes variable annuities may not accurately reflect the current composition of these variable annuities. If a variable annuity's underlying holding data is not available, it will remain classified as an annuity. All data is as of the date indicated in the report.

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

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

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

Advisor if you have any questions.

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

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

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

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City of Cordova

Parks and Recreation Department

Bidarki Recreation Center / usage and revenue totals / 3rd quarter

We are presenting the 2013 3rd quarter totals along with the 2014 3rd quarter totals. Things look good as far as revenue is concerned. I believe we are running a tighter ship! At Odiak Camper Park we have been more aggressive about collecting lot fees on time. Programming is booming thanks to Crystal Shapleigh. We are selling more passes and collecting more drop in fees. Drop in revenue has nearly doubled! A special thanks to Daniel Adajar and Shannon Phillips for being diligent 'gatekeepers'.

The interesting thing is that usage is down...? I am not sure if our tally system is not working well or if more folks are buying passes and not actually using the facility. From the looks of things our facility is a very busy place during the normal rush hours (morning, noon & evening) I am sure that our new card swipe system will improve the accuracy of our data collection. We anticipate switching to the card swipe system starting in November, during our annual discount month.

From our Pool Ops Leader Meghan Schinella:

Starting in July we combined lap swim with one lane for those who just wanted to do aquatic exercise or to use the lane for therapeutic use. For every formal Aquatic Exercise class we left one lane open for lap swimmers.

PM Ex/lap was done for the summer and would resume in October.

Two lifeguard classes were offered over the summer, one that ended beginning of July and the other in August. Nine lifeguards were certified. Two only worked over the summer, three worked for Bidarki Day camp. Four were retained and continue to work at the Bob Korn pool.

July we offered a swim lesson intensive where we offered 9 days of swim lessons, three hours a day. We had multiple skill levels and most of the swimmers were able to meet the requirements to successfully complete the levels they were working on. Over those nine days we were able to serve 18 kids, nine times.

In the end of July and beginning of August we had a special interest rental where we worked with a special needs child who was learning how to swim. A big thank you to Linda Crider, certified as a Water Safety Instructor, for being the instructor for those lessons and for Xia Grimwood for working with the child in the special interest rental as well as assisting Linda Crider during the swim lesson intensive. We had other staff, lifeguards not certified in WSI, assisting Linda as needed with the, swim lesson intensive. Nancy Bird, volunteered her time to participate in some of the lessons, when her schedule allowed.

September 1st we stopped daily summer open swims due to school starting back up and continued with a reduced open swim schedule due to the kids being back in school. For the first week of September we offered an open swim on Monday due to the short week of school and the Labor Day holiday and we are currently offering open swims Wednesday night, Friday's after school, Saturday's and Sunday's.

City of Cordova - Parks and Recreation Dept.

Bidarki Rec. Center 3rd Quarter 2014

3rd Quarter Revenue 2014

Month	Drop in	Passes	Programs	S.Cabin	Odiak	Other	Total
July	\$ 1,510.00	\$ 3,703.00	\$ 2,827.00	\$ 185.00	\$ 14,457.76	\$ -	\$ 22,682.76
August	\$ 1,256.00	\$ 2,536.00	\$ 2,395.50	\$ 405.00	\$ 14,666.71	\$ 35.00	\$ 21,294.21
Sept.	\$ 470.00	\$ 3,274.00	\$ 2,355.00	\$ 280.00	\$ 10,122.00	\$ 166.00	\$ 16,667.00
Total	\$ 3,236.00	\$ 9,513.00	\$ 7,577.50	\$ 870.00	\$ 39,246.47	\$ 201.00	\$ 60,643.97

3rd Quarter Attendance 2014

	sign ins	Programs	other						
July	1953								1953
August	2080								2080
Sept.	1636	237							1873
Total	5669	237	0	0	0	0	0	0	5906

City of Cordova - Parks and Recreation Dept.

Bidarki Rec. Center 3rd Quarter 2013

3rd Quarter Revenue 2013

Month	Drop in	Passes	Programs	S.Cabin	Odiak	Other	Total
July	\$ 625.00	\$ 2,505.00	\$ 4,595.00	\$ 185.00	\$ 8,076.80	\$ 450.00	\$ 16,436.80
August	\$ 405.00	\$ 2,475.00	\$ 675.00	\$ 260.00	\$ 10,463.20	\$ 350.00	\$ 14,628.20
Sept	\$ 599.00	\$ 1,385.00	\$ 565.00	\$ 345.00	\$ 4,747.80	\$ 60.00	\$ 7,701.80
Total	\$ 1,629.00	\$ 6,365.00	\$ 5,835.00	\$ 790.00	\$ 23,287.80	\$ 860.00	\$ 38,766.80

3rd Quarter Attendance

Month	Fit class	Tot Time	WR	Gym	Adt. B Ball	Adt V Ball	program	Other	Total
July	149	126	973	502	48	30	375	113	2316
Aug	124	72	1021	325	43	50	280	101	2016
Sep	131	128	923	375	88	64	50	84	1843
Total	404	326	2917	1202	179	144	705	298	6175

City of Cordova - Parks and Recreation Dept.

Bob Korn Pool 03 Quarter 2014

03 Quarter Revenue 2014

Month	Drop in	Passes	Cmb Passes	Lessons	Other				Total
July	\$ 1,290.00	\$ 165.00	\$ 300.00	\$ 1,720.00					\$ 3,475.00
August	\$ 1,215.00	\$ 780.00	\$ 400.00	\$ 60.00					\$ 2,455.00
Sept.	\$ 468.00	\$ 280.00	\$ 50.00						\$ 798.00
Total	\$ 2,973.00	\$ 1,225.00	\$ 750.00	\$ 1,780.00					\$ 6,728.00

03 Quarter Attendance 2014

Month	AM-Lap/ Ex	Noon Lap/ Ex	PM Lap/Ex	AM-Ex/ Lap	Fam Open	Sat Lap/ Ex	Sat. Open	Tot	Sun Lap/Ex	Sun Open	Lessons	Open	Total
July	86	77	93	90	178	25	93	87	29	115	171	333	1206
August	78	71	161	84	150	26	82	81	29	105	5	287	1154
Sept.	94	48	89	73	74	22	78	113	16	70		27	704
Total	258	196	343	247	402	73	253	281	74	290	176	647	3064

Public Works Department

Memorandum

To: Randy Robertson, City Manager
From: Rich Rogers, Public Works/City Engr
Date: 28Oct14
RE: Quarterly Report - 01July-30Sep14

- Hired New Refuse Foreman Aaron Muma on 17Sep
- Chris Griffith served us well as Acting Lead 17Jul-17Sep
- Continued to monitor landfill smolder at 17 Mile
- Worked through several Baler breakdowns & garbage accumulations
- Operated then closed the Temp Transfer Station at Harbor Loop Rd thru 29Aug

- Streets Crew placed 19,000 lane-feet of chip seal, including Upper Council Ave
- Streets Crew installed drainage & landscaping at Lower Adams Ave by Pool
- Continued street sweeping, crab pot lot clearing, and supporting clean-up projects
- Continued Pothole Repairs with new InfraRed Trailer, patching about 50/month
- On 24Sep presented 2015/2016 Paving Priorities for potential \$2M Bond

- For first time in 14 years, we pumped water from Eyak Lake during July
- Awarded LT2 Engineering Contract & started design & UV device procurement
- Drained Meals Reservoir in Sept to reduce accumulated suspended solids
- Repaired 4 major residential water leaks at about \$6000/each

- Responded to Bidarki Oil tank leak
- Cordova Center Phase II NTP issued 17July with Step 2 funding secured 17Sep
- SRTS 3rd St Sidewalk Project bids rec'd; Wilson Constr starts April 2015
- Monitored & nurtured Dangerous Property Abatement action on Sawmill Ave

110 Nicholoff Way
P.O. Box 1388
Cordova, Alaska 99574-1388
Ph (907) 424-7738 * Fax (907) 424-7739
www.eyak-nsn.gov



10,000 years in our Traditional Homeland, Prince William Sound, the Copper River Delta, & the Gulf of Alaska

Jim Kacsh
Mayor
City of Cordova
P.O. Box 1210
Cordova, AK 99574-

Dear Jim ,

One of the missions of the Native Village of Eyak is to increase awareness in a world that is awash in alcohol and drugs. The NVE Sobriety Celebration is a light in the wilderness to many other people, Tribes and Communities giving them hope in the battle against substance abuse. We invite you to participate in the 21st Annual Sobriety Celebration and Memorial Potlatch to be hosted in Cordova, Alaska on November 14th -16th 2014. This event encourages sobriety through celebration with native dancers from many Alaskan villages and educational speakers on the prevention of alcohol and substance abuse. Events include native dance group in the schools, Sobriety Countdown, 12 Step meetings, Candle Light Vigil for those who have passed on from Substance Abuse, a potlatch, a ceremony honoring our Veterans and Native Arts and Crafts. By popular demand, traditional native dance groups will also perform on Friday night. Please note this year's theme is **Soaring in the Spirit of Sobriety.**

We would like to thank you for your past assistance and ask for your continuing financial support for this spiritual and educational event. This event continues to grow each year and would not be possible without such generous sponsors such as you. Just a few of our previous donors *Alyeska Pipeline Services, Trident Seafood Inc. Orca Adventure Lodge, Eyak Corporation ANTHC Health Consortium, Rural Cap, Chugach Alaska Corporation, Tatitlek Corporation, Chugachmuit, Southcentral Foundation, Chitna Native Corporation, Naparyalruar Corporation, The Trust Alaska Mental Health Trust Authority AHTNA Inc., Lynden Transport, Mike Williams & Drue Pearce, Yukon Kuskokwin, Chinook Auto Rentals, Alaska Serigraphic, Mt St. Elias Dancers, Ke ex' Kwaan Dancers, Yees Ku Oo Dancers, , Pete Hoepfner, Bob Chaney, Charlie Bunch, Alaska Commercial Company, Alaska Native Technologies, Cordova Telephone Company, Cordova Wireless, Seafood Sales*

Along with a host of other local and state wide contributors. Please join with us in the effort to educate and to reduce the effects of alcohol and drug abuse in our communities. Your support makes it possible!

We are asking for your tax-deductible donation of \$ 300 to help make the 21st Annual Sobriety Celebration the most exciting and spiritual event of this year. As more communities and people become aware of our celebration and want to join us in sobriety, our expenses for this event have continued to grow. Donated funds will be used to help provide travel for dance groups, speakers, supplies for the event, and promotional items. Your participation in this annual celebration is deeply appreciated by the Tribal Council, Sobriety Celebration Committee and all the participants. We thank you in advance for your consideration of our request and extend our best wishes. Your tax-deductible contribution will be listed in the 21st Annual Sobriety Celebration program as well as featured in promotional advertising, website and Facebook. We hope to see you at the 21st Annual Sobriety Celebration. Please check out our web site **eyak-nsn.gov**. If you have any questions please contact Belen Cook Wellbeing Coordinator at the Native Village of Eyak 907-424-7738 or belen.cook@eyak-nsn.gov

Sincerely,

Robert Henrichs

From: Shawne Mastronardi <team.cordes@earthlink.net>
Sent: Monday, October 20, 2014 6:32 PM
To: Jim Kacsh
Subject: Draft letter of support for Cordova Mews Apartments

Dear Mayor Kacsh,

Thank you for taking the time today to discuss our rehabilitation plans for Cordova Mews Apartments. Attached please find a draft letter of support which would be acceptable to Alaska Housing.

If approved at the Council meeting, we would appreciate receiving a scanned copy back via email. The application is due mid November so if it is on the agenda for the upcoming meeting we will have plenty of time.

Thank you in advance for your support.

Kind regards,
Shawne Mastronardi

David J Cordes, M.D., President
Shawne C Mastronardi, Vice President/Treasurer
Cordes Development 2, LLC
7213 S Perth Way
Aurora, CO 80016
Office: 303-617-1297
Fax: 303-313-3411
Team.cordes@earthlink.net

October 21, 2014

Daniel Delfino
Alaska Housing Finance Corporation
GOAL Program Manager
P.O. Box 101020
Anchorage, AK 99510

Re: Cordova Mews Apartments, Cordova, AK
Proposed Substantial Rehabilitation

To Whom It May Concern:

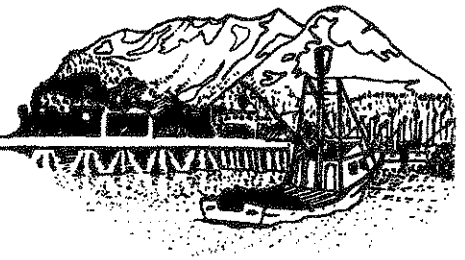
This letter serves to confirm the support of the City of Cordova for the proposed substantial rehabilitation of Cordova Mews Apartments. As an income-restricted complex, serving low-income families and the disabled – a segment of our population that is in great need of safe, decent and affordable housing.

Cordova Mews Apartments is now over 25 years old and is in need of substantial repairs and updating. We understand that the proposed project work will bring the project up to current ADA accessibility requirements, as well as modernize and upgrade the units, buildings and site. As such, the proposed substantial rehabilitation will be of tremendous benefit to the tenants that it serves and to the community in general, and the City is in full support of the proposed work.

Sincerely,

Mayor

CITY OF CORDOVA



Department of Natural Resources
Division of Mining, Land & Water
ATTN: Ms. Emily Haynes
550 West 7th Avenue
Anchorage, Alaska 99501

5 November 2014

Dear Ms. Haynes:

The purpose of this letter is to formally respond to the Department of Natural Resources Public Notice ADL: 231918 (re: M/V Polar Bear).

As Cordova's elected leadership we are grateful for the opportunity to comment regarding the application for M/V Polar Bear to moor in the mudflats outside Cordova's breakwater until November 2019. We are steadfastly united in opposition to this application! The owners of the Polar Bear have deliberately moored in this location for several years, without consultation or consideration with city officials or the citizens of Cordova. The owners have been repeatedly asked, over the course of several months, to moor in another location. City officials have called, sent emails and registered letters to the owners asking the owners to work with them to identify another location to no avail.

A quote from the City Manager's 14 February 2014 letter to Mr. Mike Smith, a registered owner of the Polar Bear, captures the issue:

"My purpose in writing is to open a dialogue with you regarding your vessel, the Polar Bear. As you know the Polar Bear is moored on state tideland just outside Cordova's South harbor breakwater. This long-term moorage has caused concerns expressed about the safety of the vessel and the site it sits upon. The concerns range from the impropriety of its static, highly visible location, to the condition of the vessel, potential environmental issues, and the heightened possibility that the moored location could damage the South breakwater that protects Cordova's harbor."

The visual clutter and potential liability associated with the Polar Bear's continued mooring at the front of Cordova's harbor is unacceptable. We strongly oppose approval of this application.

Most Respectfully,

Jim Kacsh
Mayor

David Reggiani
Vice Mayor

Tim Joyce
Councilor

Hayley Hoover
Councilor

Kristin Carpenter
Councilor

James Burton
Councilor

Tom Bailer
Councilor

Bret Bradford
Councilor

Memorandum

To: City Council
From: Planning Staff
Date: 10/29/2014
Re: Cordova Telephone Cooperative Sublease

PART I – GENERAL INFORMATION

Requested Actions: Sublease approval for Cordova Telephone Cooperative (CTC)
Applicant: Cordova Telephone Cooperative
Description: USS 1765 of Township 15 South, Range 3 West, Section 22, Copper River Meridian, Alaska; commonly identified as the Ski Hill or Tripod Hill
Parcel Number: 02-061-900
Zoning: Parks and Open Space District
Attachments: Sublease

PART II – BACKGROUND

In a letter to CTC dated 5/22/2014, the City informed CTC that their sublease had been breached and that the parties would meet on 6/3/2014 in order to execute a new lease. Following that meeting, lawyers and staff for the City and CTC crafted a new sublease.

This sublease is unique from other leases in the City in that it is for a specific use and that it is restrictive to that use. The new sublease document is largely based on the Copper Valley Wireless (CVW) sublease located adjacent to CTC on Tripod Hill. The City has worked hard to incorporate all reasonable edits that CTC proposed, including adding mutually agreed upon extensions (also in CVW agreement), access to the site in emergencies without adhering to lengthy notice requirements, and extending time to cure a default if diligently pursuing the cure.

Many of the conditions in place in the sublease document are contingent upon the lease the City has with the State for the Ski Hill area. The City has worked with the State on the Sublease requirements, and once this sublease with CTC has been finalized, the State will develop a Consent to Sublease document with many of the same stipulations the City has required as well as whatever other stipulations they deem necessary.

CTC recently applied for and received a Conditional Use Permit for a telecommunication tower on this subleased area. For additional information on the Conditional Use Permit, refer to the packet and minutes of the May 13, 2014 Planning Commission Regular Meeting.

9/3/14 – At the City Council Regular Meeting this ordinance was brought forward and referred back to staff for additional negotiations not including any concessions on the rent amount.

Staff reviewed CTC's proposed edits to the sublease and incorporated many of them, including imposing no additional rent on noncommercial co-locations where CTC does not charge the third party.

PART III – APPLICABLE CRITERIA

Charter - Section 5-17. Contracts and sales

(a) Any contract which by its terms will not be fully executed within five years and which cannot be terminated by the city upon not more than one month's notice without penalty; and (b) the sale or lease of any city property, real or personal, or the sale or other disposal of any interest therein, the value of which property, lease, or interest is more than \$50,000; shall be made only:

(1) By authority of an ordinance approved or enacted at an election by an affirmative vote of a majority of the qualified voters of the city who vote on the question of approving or enacting the ordinance (the ordinance being submitted to the voters by the council or by initiative of the voters); or -

(2) By authority of a nonemergency ordinance passed by the council, which shall be published in full within ten days after its passage, and which shall include a section reading substantially as follows: "Section . 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."

The sublease for CTC meets all three elements required for an ordinance: it is valid, initially, for 13 years; no provision allows the City to terminate the lease within 30 days; and rent obtained for the life of the contract is approximately \$343,200 (13 years, at \$2200/month).

PART IV – STAFF RECOMMENDATION

Staff recommends approval of Ordinance 1119.

PART V– SUGGESTED MOTION

“I move to approve Ordinance 1119.”

**CITY OF CORDOVA, ALASKA
ORDINANCE 1119**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING A SUBLEASE FOR A 2,500 SQUARE FOOT PORTION OF USS 1765
OF TOWNSHIP 15 SOUTH, RANGE 3 WEST, SECTION 22, COPPER RIVER
MERIDIAN, ALASKA, COMMONLY IDENTIFIED AS TRIPOD HILL, TO CORDOVA
TELEPHONE COOPERATIVE, INC.**

WHEREAS, the City of Cordova has subleased a portion of land on Tripod Hill to Cordova Telephone Cooperative, Inc. since May 19, 1993, and due to Cordova Telephone Cooperative, Inc.'s default of the previous sublease, both parties desire to enter a new sublease effective _____, 2014, and expiring on August 3, 2027; and

WHEREAS, Cordova Telephone Cooperative, Inc. has a telecommunication tower and accessory building located on the portion of Tripod Hill subject to the proposed sublease; and

WHEREAS, it is in the public interest for the City of Cordova to execute this sublease under the terms and conditions provided in the sublease referred to below.

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

Section 1. Notwithstanding anything to the contrary in Cordova City Code Chapter 5.22, the Council of the City of Cordova hereby authorizes the sublease to the Cordova Telephone Cooperative, Inc. for a 2,500 square foot portion of USS 1765 of Township 15 South, Range 3 West, Section 22, Copper River Meridian, Alaska, commonly identified as Tripod Hill, to expire on August 3, 2027, unless renewed according to the terms of the sublease.

Section 2. The form and content of the sublease between the City and Cordova Telephone Cooperative, Inc. hereby are in all respects authorized, approved and confirmed, and the City Manager is authorized, empowered and directed to execute and deliver the sublease to Cordova Telephone Cooperative, Inc. on behalf of the City, in substantially the same form and content now before this meeting but with such changes, modifications, additions and deletions therein as the City Manager 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 the sublease now before this meeting. From and after the execution and delivery of the sublease, the City Manager 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 sublease as executed.

Section 3. This ordinance shall be enacted in accordance with Section 2.13 of the Charter of the City of Cordova, Alaska, and published within ten (10) days after its passage.

Section 4. If one or more referendum petitions with signatures are properly filed within one (1) month after the passage and publication of this ordinance, the 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 in 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 30 days after its passage and publication.

1st reading: August 6, 2014

2nd reading and public hearing: September 3, 2014 – referred back to staff by Council

2nd reading and public hearing: November 5, 2014

PASSED AND APPROVED THIS 5th DAY OF NOVEMBER, 2014

Jim Kacsh, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

**SUBLEASE
BETWEEN CITY OF CORDOVA
AND CORDOVA TELEPHONE COOPERATIVE, INC.**

THIS SUBLEASE is executed as of this **XX** day of **XXXX**, 2014, by and between the CITY OF CORDOVA ("Grantor") through the SHERIDAN ALPINE ASSOCIATION as Grantor's agent for Ski Hill management ("Agent"), the address of which is P.O. Box 1210, Cordova, Alaska 99574, and CORDOVA TELEPHONE COOPERATIVE, INC. ("Grantee"), the address of which is P.O. Box 459, Cordova, Alaska 99574.

RECITALS

A. The State of Alaska Department of Natural Resources owns certain real property in Cordova, Alaska commonly identified as the Ski Hill or Tripod Hill, and legally described as USS 1765 of Township 15 South, Range 3 West, Section 22, Copper River Meridian, Alaska.

B. Grantor entered into a long-term lease with the State of Alaska Department of Natural Resources for the use and enjoyment of the Ski Hill under ADL 57396.

C. Grantee is a non-profit telephone cooperative organized under Alaska Statute 10.25 owned by its customers and is the Carrier of Last Resort for the area encompassing the City of Cordova.

D. Grantee desires to sublease from Grantor a portion of the property Grantor leases under ADL 57396 and Grantee recognizes that as a sublease, it is subject to all terms and conditions of ADL 57396.

E. The State of Alaska Department of Natural Resources has indicated it will consent to the sublease, subject to certain conditions.

F. Grantor has delegated by contract certain management responsibilities to Agent regarding the operation and maintenance of the Ski Hill.

AGREEMENT

1. Description of Premises. Grantor hereby subleases to Grantee, on the terms, covenants, and conditions set forth herein, 2,500 square feet within ADL 57396 and located on the Ski Hill as specifically and particularly depicted in the attached and incorporated Exhibit A ("Premises"). Grantee recognizes and acknowledges that it is subject to all terms and conditions imposed under ADL 57396.

2. Contingency. The parties' obligations and rights under this Sublease are contingent upon obtaining the State of Alaska, Department of Natural Resources' consent to this Sublease. If the State does not consent to this Sublease, the Sublease will immediately be null and void.

3. Purpose. Grantee shall use the Premises only for the purpose of maintaining and operating a communications facility for telecommunication and information services. Any other use will require prior written approval by Grantor. The authorized purpose includes the right to operate and maintain microwave communications equipment, wireless telecommunication and information services, and the necessary interconnecting fiber optic cable equipment in an enclosed structure that is located on the Premises. In order to accomplish this purpose, Grantee will maintain in a safe manner a 9.2-foot by 24.3-foot building on a pier foundation and a 50-foot free-standing tower structure on the Premises as depicted in Exhibit B, which is attached and incorporated into this Sublease. No other structure, including fences, is authorized without first obtaining Grantor's written consent, which will not be unreasonably withheld. Grantee will paint or coat the building in a color that blends with the surrounding environment; specifically, muted colors, earth tones, and subdued hues will be used. No equipment or system shall be installed by Grantee that would have a material adverse affect on the intended use of the Ski Hill or upon the safe operation of the Ski Hill. Grantee's equipment and systems must comply with all federal, state, and local health and safety laws and regulations.

4. Access. Grantee is hereby granted access to the Premises to enable operating and maintaining Grantee's equipment, as well as maintaining electrical lines to the Premises. Access shall be by foot, helicopter, chairlift, or off-road vehicles using the South Side Groomer trail (non-snow season only). Other means of access require approval in writing by the Agent. Agent's approval will not be unreasonably withheld. Chairlift access, which is provided by the Agent, requires 24 hours' prior notice by Grantee to Agent, and will be billed at a rate negotiated with the Agent to cover Agent's costs and expenses of providing access. Access by chairlift will be subject to the availability of Agent's personnel to operate the chairlift, and is not guaranteed. During times when the chairlift on the Ski Hill is open for use by the public, access by helicopter requires at least one hour's prior notice by Grantee to Agent. Grantee's use of the South Side Groomer trail requires 24 hours' prior notice from Grantee to Agent and shall be used by off-road vehicles only. In the event of an emergency, prior notice to Agent is not required for Grantee to access the Premises, but Grantee must notify Agent within 24 hours of the emergency access, disclosing both the situation necessitating the emergency access and the access method used. Grantee will be responsible for repairing, at its sole cost and expense, any damage to the Ski Hill caused by Grantee's emergency access. Grantee may use and maintain the existing electric and telephone lines servicing the Premises, including cutting and keeping clear all trees and shrubbery necessary for the operation of those lines. Grantee must obtain prior written approval from Agent for all routing and burial of any additional cable, fiber, or wire to or from the Premises, which approval shall not be unreasonably withheld. Grantor will not unreasonably withhold access to the Premises.

5. Term. This Sublease will commence on XXXX, 2014 and will terminate on August 3, 2027, the date ADL 57396 terminates, unless either party terminates this Sublease earlier or ADL 57396 terminates before August 3, 2027. In the event ADL 57396 terminates before August 3, 2027, this Sublease will terminate the same date ADL 57396 terminates. Upon written mutual agreement of the parties, this Sublease may be extended for two additional ten (10) year terms. The Grantee shall notify the Grantor in writing 120

days prior to the termination of the initial term or any extension thereof if Grantee desires to pursue an extension. The extension terms of this Sublease are contingent on the satisfactory renewal of State of Alaska lease ADL 57396 to the City of Cordova, which expires August 3, 2027, and any new terms added to ADL 57396 shall be incorporated into this Sublease to the extent applicable.

6. Co-location. The Grantor understands the wishes of the community to limit the number of communications towers constructed due to visual impacts and encourages the Grantee to allow other entities to co-locate their equipment within Grantee's building and on Grantee's tower structure when safe and physically possible. Grantee warrants that both its tower and building are designed and constructed to support and withstand potential additional loads. The Parties acknowledge that Grantee has historically allowed co-location on its facilities and will continue to do so consistent with City and State requirements.

Grantee shall forward to Grantor, and Grantor shall forward to Grantee, in writing, any inquiries by a third party requesting co-location on Grantee's equipment or in its building located on the Premises. Before any co-location by a third party will be permitted under this Sublease, Grantee must: (i) provide Grantor with sufficient information to request and obtain written consent to sublease of sublease from the State of Alaska, Department of Natural Resources, (ii) obtain approval for the third party co-location from the City, and (iii) comply with all other State and local requirements for co-location. Grantee must provide notice to the City within 14 days of terminating a co-location arrangement. When a co-location meets the requirements of this Section, the amount of Additional Rent paid to the Grantor by the Grantee shall be increased as described in Section 8 below.

7. Rent. Grantee covenants and agrees to pay Grantor monthly rent in the amount of Two Thousand Two Hundred Dollars (\$2,200) ("Rent"). The Rent shall be increased each year, on the anniversary of this Sublease's commencement date, by any increase in the Consumer Price Index (CPI-U) for the Anchorage, Alaska metropolitan area, as computed and published by the United States Bureau of Labor Statistics, at the commencement of the current year. In no event shall the monthly Rent be less than the preceding year's Rent. In the event that the rent paid by the City to the State for the parcel containing the Premises increases, the amount of Rent paid by Grantee under this Sublease will increase to account for the increase paid by the City. Rent will also be adjusted when Grantee adds, expands, constructs, or develops any structure or improvement on the Premises, including towers, or increases the height, width, or square-footage of any structure or improvement on the Premises. In those situations Rent will be adjusted to reflect the fair market value of all structures and improvements on the Premises, but in no event will the adjusted Rent be less than the preceding month's Rent.

8. Additional Rent. Grantee shall pay to Grantor Additional Rent for each third-party locating equipment on the Premises in the amount of Four Hundred Dollars (\$400) per month. Additional Rent will not be charged for a co-location that is both: (i) used only for noncommercial purposes and (ii) permitted on Premises by Grantee free of charge to the third party. Before a co-location will be exempt from Additional Rent, Grantee must provide to Grantor a written statement signed by the third party, stating the third-party is neither using the Premises for commercial purposes nor being charged by Grantee for the co-location.

Effective twelve (12) months from the date the co-location commences, and annually thereafter, the Additional Rent amount shall increase by the increase in the Consumer Price Index (CPI-U) for the Anchorage, Alaska metropolitan area, as computed and published by the United States Bureau of Labor Statistics. The entire Additional Rent shall be due the first month co-location commences, regardless of the day of installation and for all subsequent months until the third party's equipment is physically removed from the Premises, at which time the Rent shall be reduced by the Additional Rent amount associated with the removed property. The Additional Rent or subsequent removal thereof shall not be included as part of the base Rent when adjusting the base Rent annually for CPI-U.

9. Late Fees. Rent and Additional Rent not paid within ten (10) days of the due date shall be assessed a late charge of ten percent (10%) of the delinquent amount; such charge shall be considered liquidated damages and shall be due and payable immediately. In the event the late charge assessment above exceeds the maximum amount allowable by law, the amount assessed will be adjusted to the maximum amount allowable by law.

10. Repair and Care of Premises. Grantee will permit no waste, damage, or injury to the Premises. Grantee shall at all times use the Premises in accordance with, and comply with, the laws of the United States, the State of Alaska, and the City of Cordova, as well as in accordance with all lawful directions, rules, and regulations consistent with the terms of the Sublease at the sole cost and expense of Grantee. At the expiration of this Sublease, Grantee will quit and surrender the Premises. Grantee must remove, at its sole expense, all its property and co-located property, including towers, buildings, and other structures, from the Premises, unless Grantor provides written consent that certain property can remain on the Premises. Property remaining on the Premises with Grantor's consent after this Sublease terminates will immediately become Grantor's property. Property remaining on the Premises without Grantor's consent after this Sublease terminates may be removed, sold, destroyed, or otherwise disposed of in any manner deemed appropriate by the Grantor, all at Grantee's sole expense, and Grantee hereby agrees to pay Grantor for such expenses. Regardless of the term specified in Section 5 above, Grantee must continue paying Rent to Grantor until all property not permitted to remain on the Premises is removed by either Grantee or Grantor. Grantee will be responsible for the prompt collection and disposal of all waste generated by Grantee's activities on the Ski Hill. If Grantee does not dispose of waste promptly and properly, Grantee will be billed by Agent for waste collection and disposal at a rate of \$300 per hour. Grantee is not required to remove subsurface fixtures provided the fixtures are covered with soil, rock, or vegetation and do not present a hazard to human health or safety.

11. Inspections. Grantor or Agent and its authorized representatives and agents shall have the right, but not the obligation, to enter the Premises at all reasonable times to inspect the use and condition of the Premises; to serve, post, or keep posted any notices required or allowed under the provisions of this Sublease, including notices of non-responsibility for liens; and to do any act or thing necessary for the safety or preservation of the Premises. To inspect the interior of structures on the Premises, Grantor will provide, except in an emergency, written notice to Grantee at least twenty-four (24) hours in advance of the requested inspection date and time. Grantee will cooperate with each request by providing an employee or agent to accompany Grantor or its agent into the

structure within twenty-four (24) hours of the request. Grantor shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of the Grantor's entry onto the Premises, except for damage resulting directly from the acts of the Grantor and Agent and their authorized representatives or agents. An authorized representative or agent is an individual granted express authorization by Grantor or Agent to act on behalf of Grantor or Agent regarding a specific matter.

12. Compliance with Laws. Grantee shall maintain and repair the Premises in compliance with all applicable laws, regulations, ordinances, rules, orders, permits, licenses, and other authorizations. Grantee shall not use or permit the use of the Premises for any purpose prohibited by law or which would cause a cancellation of any insurance policy covering the Premises. Grantee shall not cause or permit any Hazardous Material to be brought upon, kept, or used in, on, or about the Premises except for such Hazardous Material as is necessary to conduct Grantee's authorized uses of the Premises. Any such Hazardous Material brought upon, kept, or used in, on, or about the Premises shall be used, kept, stored, and disposed of in a manner that complies with all environmental laws and regulations applicable to Hazardous Material. Grantee shall not cause or allow the release or discharge of any other materials or substances that are known to pose a hazard to the environment or human health.

As used in this Sublease, "Hazardous Material" means any substance which is toxic, ignitable, reactive, or corrosive or which is regulated by any federal, state, or local law or regulation, as now in force or as may be amended from time to time, relating to the protection of human health or the environment, as well as any judgments, orders, injunctions, awards, decrees, covenants, conditions, or other restrictions or standards relating to the same. "Hazardous Material" includes any and all material or substances that are defined as "hazardous waste," "extremely hazardous waste," or a "hazardous substance" under any such law or regulation.

13. Conditional Use Permit. This Sublease is contingent on Grantee maintaining a valid conditional use permit for the uses outlined in Section 3 of this Sublease. Grantee must comply with all requirements in, and terms of, its conditional use permit for the Premises. Failure to comply with the conditional use permit constitutes a default of this Sublease. Grantee's conditional use permit existing at the time of this Sublease's commencement date is attached as Exhibit C and incorporated into this Sublease.

14. Premises Condition. Grantor shall not be called upon to make any change or improvement to the Premises, and Grantee warrants and represents that it has examined the Premises and it is suitable for its intended use.

15. Utilities. Grantor hereby agrees to make available the necessary electrical service required by the Grantee from the existing system in the vicinity. Grantee is responsible for making arrangements for, and constructing the necessary connection for, all electrical services desired by Grantee for the Premises. Grantee shall pay Grantor when billed by Grantor or Agent for all of Grantee's electrical usage at the same rate as other users of the site. In the event that the local electric utility takes possession and responsibility for the aforementioned existing electrical system, Grantee would make all future payments

to the electric utility when billed and have no further obligation to Grantor in regard to electrical service.

16. Insurance. Grantee shall procure and maintain over the full term of this Sublease, and until Premises are returned to Grantor, general comprehensive liability insurance as well as insurance for the Premises, both policies naming Grantor as an additional insured. General liability insurance pertaining to the premises shall be in a minimum amount of One Million Dollars (\$1,000,000.00). Property insurance pertaining to the Premises shall be in a reasonable amount calculated to cover the value of Grantee's property installed under this Sublease. Grantee agrees to provide to Grantor copies of certificates evidencing insurance coverage of the Premises upon the execution of this Sublease and upon request of Grantor at other reasonable times.

17. Federal Communications Commission Standards. All communications equipment installed shall be to Federal Communications Commission regulations, standards, and best practices.

18. Accidents and Indemnification. All personal property kept on the Premises shall be kept at Grantee's sole risk. Neither Grantor nor the Agent shall be liable for theft or any damage, either to person or property, sustained by Grantee or others due to Grantee's use of the Premises or access to the Premises. Grantee agrees to defend, indemnify, and hold Grantor and its authorized representatives, agents, officers, and employees harmless from any and all claims for damages suffered or alleged to be suffered on or about the Premises or when accessing the Premises by any person, firm, or corporation and from any expenses incurred by Grantor with respect to such claim, except to the extent of the negligence of Grantor or Grantor's employees, guests, invitees, or visitors.

19. Liens. Grantee shall keep the Premises free from any liens or other encumbrances arising out of any work performed, materials furnished, or obligations incurred by Grantee. Grantee agrees, at its sole cost and expense, to remove any lien filed against the Premises due to Grantee's acts or omissions. If Grantor posts any notice of non-responsibility on the Premises, Grantee will ensure that the notice is maintained in a conspicuous place.

20. Default. If Grantee (i) fails to observe or violates any term or condition of this Sublease, including failing to provide an employee or agent to accompany Grantor or its agent into the structure on the Premises as detailed in Section 11; (ii) breaches or violates any statutes, laws, regulations, rules, ordinances, or permits of any kind applicable to the use or occupancy of the Premises; or (iii) abandons or vacates the Premises, Grantee will be in default and breach of this Sublease. In the event Grantee defaults on this Sublease, Grantor may provide Grantee written notice of the default. Grantee shall have thirty (30) days from receipt of the written notice to cure any default, including a failure to pay Rent. However, in such cases (except as provided below) where a default cannot be cured within the thirty (30) day period by the exercise of diligent, commercially reasonable effort, if Grantee continues to promptly and diligently pursue the cure, the time for curing such failure shall be extended for such period of time, not to exceed an additional thirty (30) days (unless otherwise agreed to by the parties in writing), as may reasonably be necessary to

complete such cure. A default based on a failure to pay Rent or Additional Rent will only be cured if all Rent and Additional Rent then due is paid in full within thirty (30) days of Grantee receiving notice of the default. In the event Grantee defaults and fails to timely cure the default, Grantor shall have the right to immediately terminate this Sublease and all rights of Grantee to use and access the Premises, as well as collect from Grantee all expenses and costs associated with the early termination and pursue any remedy available in law or equity.

21. Assignment. Grantee shall not assign or otherwise transfer this Sublease or any interest herein or sublet the Premises or any portion thereof, or permit the occupancy of any part of the Premises by any other person or entity, without the prior written consent of the Grantor, which consent the Grantor may not unreasonably withhold. The Grantor shall not be required to subordinate this Sublease or the Grantor's interest in the Premises to the interest of any other person or entity. Notwithstanding the above, Grantee may assign the sublease without Grantor's consent to any corporation or partnership that controls, is controlled by, or is under common control with, Grantee, or any corporation resulting from the merger or consolidation with Grantee, or to any entity that acquires all of Grantee's assets of the business that is being conducted on the Premises, as long as the assignee is a bona fide entity and assumes the obligations of Grantee. Any transfer of fifty percent (50%) or more of the outstanding voting stock of Grantee or of fifty percent (50%) or more of the equity interest in Grantee or of a controlling interest in Grantee, shall constitute an assignment of this Sublease and shall require Grantor's prior written consent.

22. Notices. All notices to be given by the parties hereto shall be in writing and may either be served personally or deposited in the United States mail, postage prepaid, by registered, certified, or regular mail, to the following addresses:

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

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

Grantee: Cordova Telephone Cooperative, Inc.
Attention: CEO
P.O. Box 459
Cordova, Alaska 99574

23. Taxes. Real property taxes for the Premises shall remain the responsibility of Grantor. However, should there be any increase in the assessment of real or personal property taxes because of the personal property of Grantee or its co-locators situated on the Premises, the additional cost and expense shall be borne by Grantee.

24. Successors and Assigns. This Sublease is binding upon the parties and their respective successors and authorized assigns.

25. Authority. Each party and the individual signing for each party represents it is authorized to execute and bind the party to this Sublease.

26. No Waiver of Breach. No failure by Grantor to insist upon the strict performance of any term, covenant, or condition of this Sublease, or to exercise any right or remedy upon a breach thereof, shall constitute a waiver of any such breach or of such term, covenant, or condition. No waiver of any breach shall effect or alter this Sublease, but each and every term, covenant, and condition of this Sublease shall continue in full force and effect with respect to any other existing or subsequent breach.

27. Survival. No expiration or termination of this Sublease shall expire or terminate any liability or obligation to perform which arose prior to the termination or expiration.

28. Governing Law. This Sublease is controlled and is to be interpreted in accordance with the laws of the State of Alaska.

29. Entire Agreement. This Sublease constitutes the entire agreement among the parties and supersedes all prior agreements and understandings, oral or written, related to the Premises. The Sublease may not be amended or modified except in writing executed by each of the parties hereto.

30. Agent's Rights and Responsibilities. Agent's rights and responsibilities are limited to those specifically stated in this Agreement. Unless Grantor authorizes Agent otherwise, Agent shall not have any other authority to act on behalf of Grantor in relation to this Sublease.

IN WITNESS WHEREOF, the parties have caused this Sublease to be executed on the dates noted below their respective signatures.

GRANTOR:

City of Cordova

By: _____

Its: _____

Date: _____

AGENT:

Sheridan Alpine Association

By: _____

Its: _____

Date: _____

GRANTEE:

Cordova Telephone Cooperative, Inc.

By: _____

Its: _____

Date: _____

DRAFT

EXHIBIT A
Diagram of Premises

DRAFT

EXHIBIT B
Current Structures and Equipment Located on Premises

DRAFT

EXHIBIT C
Conditional Use Permit

DRAFT

Memorandum

To: City Council
From: Planning Staff
Date: 10/29/2014
Re: Lease for "Old Sea Grant Office"

PART I – GENERAL INFORMATION

Requested Action: Approve Resolution 07-14-28
Lot, Block, Survey: Portion of Lot 3, Block 7A, Tidewater Development Park
Parcel Number: 02-060-250
Zoning: Economic Development
Location Map: Exhibit in lease

PART II – BACKGROUND

Science Center's current lease on this building was set to expire on July 31, 2014 and is now in hold-over. The new lease will be for a period of five years, expiring on July 31, 2019. Attached following this memo is the lease (**Attachment A**) which contains an exhibit of the property in question.

There have been no problems related to this lease; payments have always been timely and conditions of the lease have been met.

9/3/14 – At the City Council Regular Meeting this resolution was brought forward and referred back to staff due to the maintenance issues with the building.

Staff prepared a maintenance inspection and sent a letter to the Science Center requiring several exterior maintenance items be completed (**Attachment B**). The following are the items from the maintenance inspection referred to in the letter:

1. *Exterior – oil tank unsecured/unprotected from vehicles.*
2. *Exterior 2 x 8 fascia pulling apart on West & South sides; needs scraping, painting, replacement.*
4. *Roof joists (rafters) rotting on East side, 13 each. Need replacements.*
5. *Door frame is rotting & door is delaminating at Southeast exterior corner.*
6. *Rotten wood members at West side exterior, grass & moss buildup, 1'x10' rot. Replace.*
7. *Roof ridge cap metal sheeting - cover strip is missing at 6' gap- rain infiltrating heavily. Replace ridge cap. Wood members/roofing/plywood also degraded in this area, approx. 8' x 8' area minimum, due to water infiltration.*

The Science Center said that the work has already commenced and that they will not be securing a contract as they have the ability to perform the work with their own staff. City staff will monitor the progress of the work to ensure that the maintenance items are met.

PART III – STAFF RECOMMENDATION

Staff recommend that the City Council approve Resolution 07-14-28.

PART IV – SUGGESTED MOTION

“I move to approve Resolution 07-14-28.”

**CITY OF CORDOVA, ALASKA
RESOLUTION 07-14-28**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR LEASE OF THE
BUILDING LOCALLY KNOWN AS THE “OLD SEA GRANT OFFICE” LOCATED ON A
PORTION OF LOT 3, BLOCK 7A, TIDEWATER DEVELOPMENT PARK WITH THE
PRINCE WILLIAM SOUND SCIENCE CENTER**

WHEREAS, the current lease with Prince William Sound Science Center for this building will expire on July 31, 2014 and this new lease would continue their tenancy and expire on July 31, 2019; and

WHEREAS, the lease is generally described as the building (locally known as the “Old Sea Grant Office”) and the dock underneath the building located on a portion of Lot 3, Block 7A, Tidewater Development Park; and

WHEREAS, the annual rental rate will be Two Thousand Six Hundred Twenty Five Dollars and Forty Cents (\$2625.40); and

WHEREAS, the lease is hereto attached as Attachment A.;

NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Cordova hereby authorizes and directs the City Manager to renew the lease on the property to the Prince William Sound Science Center in accordance with the terms in the Lease. The form and content of the Lease now before this meeting is in all respects authorized, approved and confirmed by this resolution, and the City Manager hereby is authorized, empowered and directed to execute and deliver the Lease reflecting the terms in the Lease 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 Lease;

PASSED AND APPROVED THIS 5th DAY OF NOVEMBER, 2014

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

ATTACHMENT A

CITY OF CORDOVA Cordova, Alaska

LEASE

THIS LEASE ("Lease") by and between the **CITY OF CORDOVA** ("Landlord"), a municipal corporation organized and existing under the laws of the State of Alaska (the "City"), and the **PRINCE WILLIAM SCIENCE AND TECHNOLOGY CENTER (D.B.A. PRINCE WILLIAM SOUND SCIENCE CENTER)** doing business in Cordova, Alaska ("Tenant").

RECITALS

WHEREAS, the City owns that certain parcel of land and all improvements thereon in Cordova, Alaska generally described as a portion of Lot 3, Block 7A, Tidewater Development Park, Plat 93-2, located within Cordova Recording District, Cordova Alaska; and

WHEREAS, Tenant desires to lease the building (locally known as the "Old Sea Grant Office") and the dock underneath the building (referred to hereinafter as the "Premises") from the City, and Landlord desires to lease the Premises to Tenant, on the terms and conditions set forth herein; and

WHEREAS, the Cordova City Council ("Council") has approved the lease of the Premises from the City to Tenant in accordance with the Cordova City Charter §5-17 and Chapter 5.22 of the Cordova Municipal Code (hereinafter referred to as the "Code" or "CMC").

NOW, THEREFORE, in consideration of the Premises and the mutual covenants of the parties hereto, it is agreed as follows:

1. LEASE OF PREMISES

Subject to the terms and conditions set forth herein, the City hereby leases to Tenant and Tenant hereby leases from the City, the Premises.

2. LEASE TERM

The term of this Lease shall be five (5) years, commencing on **XXXX**, (the "Commencement Date") and expiring five (5) years later, on **XXXX**, unless earlier terminated in accordance with the terms of this Lease.

3. RENT

A. Base Rent. The rent during the term of this Lease shall be Two Thousand Six Hundred Twenty Five Dollars and Forty Cents (\$2625.40) annually ("Base Rent"), which shall be due and payable in advance on the Commencement Date of this agreement. Base Rent shall be paid to the City in lawful money of the United States without abatement, deduction or set-off for any reason whatsoever, at the address provided for notice to the City set forth in Section 20.E of this Lease, or at any other place that the City may from time to time direct in writing. Base Rent shall be paid promptly when due without notice or demand therefor. The parties intend the Base Rent to be absolutely net to the City. All costs, expenses and obligations of every kind and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and shall be paid by, Tenant. As required by the CMC Section 5.22.040(C), any lease having a term of more than two (2) years shall be subject to a rental adjustment to fair market value at intervals of no more than two (2) years, but no adjustment shall result in a reduction of rent

B. Additional Charges. In addition to the Base Rent, Tenant acknowledges and agrees that Tenant is obligated to pay and shall pay, before delinquency and without reimbursement, all costs, expenses and obligations of every kind and nature whatsoever in connection with or relating to the Premises or the activities conducted on the Premises, including without limitation those costs, expenses and obligations identified in Section 7 and all other sums, costs, expenses, taxes (including 6% sales tax) and other payments that Tenant assumes or agrees to pay under the provisions of this Lease ("Additional Charges").

ATTACHMENT A

C. Late Penalty Provision. Rent not paid within ten (10) days of the due date shall be assessed a late charge of ten percent (10%) of the delinquent amount; such charge shall be considered liquidated damages and shall be due and payable as additional rent. In the event the late charge assessment above exceeds the maximum amount allowable by law, the amount assessed will be adjusted to the maximum amount allowable by law.

D. Security Deposit. Upon execution of this Lease, the City may require Tenant to deposit with the City an amount equal to two months' rent [the "Security Deposit"]. The Security Deposit shall be held by the City as security for the faithful performance by Tenant of all of Tenant's obligations under this Lease. If Tenant fails to pay the Base Rent, or a portion thereof, or otherwise defaults with respect to any provision of this Lease, after notice and beyond the expiration of any applicable cure period the City may use, apply or retain all or any portion of the Security Deposit for:

- i. the payment of any rent or other sum in default;
 - ii. the payment of any other sum to which the City may become obligated by reason of Tenant's default;
- or
- iii. to compensate the City for any loss or damage which the City may suffer thereby, including, but not limited to, any costs associated with moving and storage of Tenant's personal property (if any) remaining on the Premises beyond termination of the Lease. The City shall be free to commingle the Security Deposit with funds held in the City's own accounts, including accounts in which the City keeps other security deposits. If Tenant performs all of its obligations under this Lease, the Security Deposit, or so much thereof as has not been used, applied or retained by the City in accordance with this Section, shall be returned to Tenant, at the expiration of the term, and subject to Tenant relinquishing possession of the Premises, without payment of interest or other increment for its use, within 30 days of Tenant's vacation of the Premises.

4. USES AND CONDITION OF PREMISES

A. Authorized Uses. Use of the Premises shall be limited to use as Tenant's storage, and the Premises shall not, without prior written consent of the Landlord, be used for any other purposes. Landlord expressly reserves the right to terminate this lease in the event Tenant fails to operate said use for a period of eighteen consecutive months.

B. Inspections. The City will provide Tenant with at least 24-hours' notice before inspecting the Premises, except no notice will be provided when the public health or safety or preservation of the Premises requires immediate inspection. The City shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of the City's entry onto the Premises, except for damage resulting directly from the acts of the City or its authorized representatives or agents.

C. Compliance with Laws. Tenant shall maintain and repair the Premises in compliance with all applicable laws, regulations, ordinances, rules, orders, permits, licenses and other authorizations. Tenant shall not use or permit the use of the Premises for any purpose prohibited by law or which would cause a cancellation of any insurance policy covering the Premises. Tenant shall not leave the Premises unoccupied or vacant without the City's prior written consent. Tenant shall not cause or permit any Hazardous Material (as defined in Section 9.B of this Lease) to be brought upon, kept, or used in, on or about the Premises except for such Hazardous Material as is necessary to conduct Tenant's authorized uses of the Premises. Any such Hazardous Material brought upon, kept, or used in, on or about the Premises shall be used, kept, stored, and disposed of in a manner that complies with all environmental laws and regulations applicable to Hazardous Material. Tenant shall not cause or allow the release or discharge of any other materials or substances that are known to pose a hazard to the environment or human health.

D. Tenant's Acceptance of Premises. Tenant has inspected the Premises to its complete satisfaction and is familiar with its condition, and the City makes no representations or warranties with respect thereto, including but not limited to the condition of the Premises or its suitability or fitness for any use Tenant may make of the Premises. Tenant accepts the Premises AS IS, WHERE IS, WITH ALL FAULTS. No action or inaction by the Council, the City Manager, or any other officer, agent or employee of the City relating to or in furtherance of the lease of the Premises

ATTACHMENT A

shall be deemed to constitute an express or implied representation or warranty that the Premises, or any part thereof, is suitable or usable or any specific purpose whatsoever. Any such action or inaction shall be deemed to be and constitute performance of a discretionary policy and planning function only, and shall be immune and give no right of action as provided in Alaska Statute §9.65.070, or any amendment thereto.

E. The City may terminate this Lease for any or no reason upon (30) days' written notice to the Tenant.

5. REPRESENTATIONS AND WARRANTIES

Tenant represents and warrants to the City that Tenant is not delinquent in the payment of any obligation to the City, and Tenant has not previously breached or defaulted in the performance of a material contractual or legal obligation to the City, which breach or default has not been remedied or cured.

6. ASSIGNMENTS AND SUBLETTING: SUBORDINATION

Tenant shall not assign or otherwise transfer this Lease or any interest herein or sublet the Premises or any portion thereof, or permit the occupancy of any part of the Premises by any other person or entity, without the prior written consent of the City, which consent the City may withhold in its absolute discretion. The City shall not be required to subordinate this Lease or the City's interest in the Premises to the interest of any other person or entity.

7. OPERATIONS, MAINTENANCE, UTILITIES, TAXES AND ASSESSMENTS

Tenant shall, at Tenant's sole cost and expense, be solely responsible for: (1) the maintenance and repair of the Premises and shall not commit or allow any waste upon the Premises; (2) obtaining any and all permits and approvals necessary for Tenant's use of the Premises; (3) all utilities and services needed for Tenant's use of the Premises; (4) all taxes and assessments levied against the Premises, and Tenant agrees to pay all such taxes and assessments as and when they become due, including but not limited to all utility bills and special assessments levied and unpaid as of the date of this Lease or hereafter levied for public improvements; (5) all licenses, excise fees, and occupation taxes with respect to the business and activities conducted on the Premises; (6) all real property taxes, personal property taxes, and sales taxes related to the Premises or Tenant's use or occupancy thereof; and (7) any taxes on the leasehold interest created under this Lease.

8. LIENS

Tenant will suffer no lien or other encumbrance to attach to the Premises, including without limitation mechanic's or materialman's liens, sales tax liens under CMC §5.40.125, or property tax liens under CMC §5.36.260. If the City posts any notice of non-responsibility on the Premises, Tenant will ensure that the notice is maintained in a conspicuous place.

9. INDEMNIFICATION

A. General Indemnification. Tenant shall defend, indemnify and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorney's fees, court costs, litigation expenses, and consultant and expert fees) resulting from, arising out of, or related to Tenant's occupation or use of the Premises or the occupation or use of the Premises by Tenant's employees, agents, servants, customers, contractors, subcontractors, sub-lessees or invitees, including but not limited to all claims and demands arising out of any labor performed, materials furnished, or obligations incurred in connection with any improvements, repairs, or alterations constructed or made on the Premises and the cost of defending against such claims, including reasonable attorney fees. In the event that such a lien is recorded against the Premises, Tenant shall, at Tenant's sole expense within ninety (90) days after being served with written notice thereof, protect the City against said lien by filing a lien release bond or causing the release of such lien.

B. Environmental Indemnification. Tenant has had full opportunity to examine the Premises for the presence of any Hazardous Material (as hereafter defined) and accepts the Premises AS IS, WHERE IS, WITH ALL FAULTS. Tenant releases the City and its authorized representatives, agents, officers, and employees from any and

ATTACHMENT A

all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorney's fees, court costs, litigation expenses, and consultant and expert fees) arising during or after the term of this Lease, that result from the use, keeping, storage, or disposal of Hazardous Material in, on or about the Premises by Tenant, or that arise out of or result from Tenant's occupancy or use of the Premises or the use or occupancy of the Premises by Tenant's employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees or authorized representatives. This release includes, without limitation, any and all costs incurred due to any investigation of the Premises or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, or by law or regulation. Tenant agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material generated, kept or brought on the Premises by Tenant, its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees or authorized representatives.

Tenant shall defend, indemnify, and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorney's fees, court costs, litigation expenses, and consultant and expert fees) of whatever kind or nature, known or unknown, contingent or otherwise, arising in whole or in part from or in any way related to (i) the presence, disposal, release, or threatened release of any such Hazardous Material which is on or from the Premises and subsequently enters the soil, water, ground water, vegetation, buildings, personal property, persons, animals, or otherwise surrounding the Premises; (ii) any personal injury or property damage arising out of or related to such Hazardous Material; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Material; and (iv) any violation of any laws applicable to such Hazardous Material; provided, however, that the acts giving rise to the claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses arise in whole or in part from the use of, operations on, or activities on the Premises by Tenant or its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees, or authorized representatives.

As used in this Lease, "Hazardous Material" means any substance which is toxic, ignitable, reactive, or corrosive or which is regulated by any federal, state or local law or regulation, as now in force or as may be amended from time to time, relating to the protection of human health or the environment, as well as any judgments, orders, injunctions, awards, decrees, covenants, conditions, or other restrictions or standards relating to the same. "Hazardous Material" includes any and all material or substances that are defined as "hazardous waste" "extremely hazardous waste," or a "hazardous substance" under any such law or regulation.

10. INSURANCE

Tenant shall procure and maintain, at Tenant's sole cost and expense, the following policies of insurance with a reputable insurance company or companies satisfactory to the City:

A. Commercial general liability insurance in respect of the Premises and the conduct of Tenant's business and operations, naming the City as an additional insured, with minimum limits of liability of One Million Dollars (\$1,000,000.00) per person and One Million Dollars (\$1,000,000.00) per accident or occurrence for bodily injury and death, and a minimum limit of liability of One Million Dollars (\$1,000,000.00) for property damage for each occurrence;

B. Property insurance, insuring against loss or damage by fire and such other risks as are customarily included in the broad form of extended coverage, in an amount of coverage not less than the replacement value of the improvements on the Premises, if any, and on such terms as are satisfactory to the City;

C. Personal property insurance covering Tenant's trade fixtures, furnishings, equipment, and other items of personal property of Tenant located on the Premises; and

D. Workers compensation insurance, and such other insurance as is required by law.

All insurance required under this Lease shall contain an endorsement requiring thirty (30) days' advance written notice to the City before cancellation or change in the coverage, scope, or amount of any policy. Prior to commencement of the Lease term, Tenant shall provide the City with proof of the insurance required by this Section.

ATTACHMENT A

11. REMOVAL OF PROPERTY

Upon expiration or earlier termination of this Lease, at the option of the City, Tenant shall remove from the Premises, at Tenant's sole expense, all property Tenant has placed or caused to be placed on the Premises. Tenant shall repair any damage to the Premises caused by such removal and return the Premises as near as possible to its original condition as existed on the Commencement Date. All property which is not promptly removed by Tenant pursuant to the City's request and in any event within thirty (30) days of the date of expiration or termination of this Lease may be removed, sold, destroyed or otherwise disposed of in any manner deemed appropriate by the City, all at Tenant's sole expense, and Tenant hereby agrees to pay the City for such expenses. Notwithstanding any provision to the contrary in this Lease, all petroleum, fuel, or chemical storage tanks installed in or on the Premises during the term of this Lease shall remain the property of the Tenant and, upon expiration or earlier termination of the Lease and upon request of the City, Tenant shall remove any and all such tanks and any and all contaminated soil and other materials from the Premises, all at Tenant's sole expense.

12. DEFAULT AND REMEDIES

A. Default. The occurrence of any of the following shall constitute a default and a breach of this Lease by the Tenant:

- i. The failure to make payment when due of any installment of rent, Additional Charges or of any other sum herein specified to be paid by the Tenant;
- ii. The failure to pay any taxes or assessments due from the Tenant to the City and in any way related to this Lease, the Premises, any improvements, or the Tenant's activities or business conducted thereon, including but not limited to any real property, personal property or sales taxes;
- iii. An assignment for the benefit of Tenant's creditors or the filing of a voluntary or involuntary petition by or against Tenant under any law for the purpose of adjudicating Tenant a bankrupt, or for extending the time for payment, adjustment, or satisfaction of Tenant's liabilities, or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency, unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervision are dismissed, vacated or otherwise permanently stated or terminated within thirty (30) days after the assignment, filing or other initial event;
- iv. The appointment of a receiver or a debtor-in-possession to take possession of the Premises (or any portion thereof) or of Tenant's interest in the leasehold estate [or any portion thereof] or of Tenant's operations on the Premises (or any portion thereof) by reason of Tenant's insolvency;
- v. The abandonment or vacation of the Premises or any portion thereof;
- vi. Execution, levy or attachment on Tenant's interest in this Lease or the Premises, or any portion thereof;
- vii. The breach or violation of any statutes, laws, regulations, rules or ordinances of any kind applicable to Tenant's use or occupancy of the Premises; or
- viii. The failure to observe or perform any covenant, promise, agreement, obligation or condition set forth in this Lease, other than the payment of rent, if such failure shall not be cured within ten (10) days after written notice has been given to Tenant. Notices given under this subsection shall specify the alleged breach and the applicable Lease provision and demand that the Tenant perform according to the terms of the Lease. No such notice shall be deemed a forfeiture or termination of this Lease unless the City expressly makes such election in the notice.

B. Remedies. If the Tenant breaches any provision of this Lease, in addition to all other rights and remedies the City has at law or in equity, the City may do one or more of the following:

- i. Distrain for rent due any of Tenant's personal property which comes into the City's possession. This

ATTACHMENT A

remedy shall include the right of the City to dispose of Tenant's personal property in a commercially reasonable manner. Tenant agrees that compliance with the procedures set forth in the Alaska Uniform Commercial Code with respect to the sale of property shall be a commercially reasonable disposal.

ii. Re-enter the Premises, take possession thereof, and remove all property from the Premises. The property may be removed and stored at Tenant's expense, all without service of notice or resort to legal process, which Tenant waives, and without the City becoming liable for any damage that may result unless the loss or damage is caused by the City's negligence in the removal or storage of the property. No re-entry by the City shall be deemed an acceptance of surrender of this Lease. No provision of this Lease shall be construed as an assumption by the City of a duty to re-enter and re-let the Premises upon Tenant's default. If Tenant does not immediately surrender possession of the Premises after termination by the City and upon demand by the City, the City may forthwith enter into and upon and repossess the Premises and expel Tenant without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant;

iii. Declare this Lease terminated;

iv. Recover, whether this Lease is terminated or not, reasonable attorney's fees and all other expenses incurred by the City by reason of the default or breach by Tenant;

v. The City may hold Tenant liable for Rent, Additional Charges, and other payments for which Tenant is obligated under the Lease, but only up to the amount not recaptured by the City after reletting the Premises;

vi. Recover the costs of performing any duty of Tenant in this Lease;

vii. Collect any and all rents due or to become due from subtenants or other occupants of the Premises.

13. SUBSIDENCE

The City shall not be responsible for any washout, subsidence, avulsion, settling or reliction to the Premises, nor for any injury caused thereby to the property of the Tenant or any sub-lessee, or that of any other person. The City is not obligated to replace, refill, or improve any part of the Premises during Tenant's occupancy in the event of such washout, subsidence, avulsion, settling, or reliction.

14. VACATION BY TENANT

Upon the expiration or sooner termination of this Lease, Tenant shall peaceably vacate the Premises and the Premises shall be returned to the City by Tenant together with any alterations, additions or improvements made after the Commencement Date, unless the City requests that they be removed from the Premises. Upon such vacation, Tenant shall remove from the Premises any items of personal property brought on to the Premises. Any such property not removed from the Premises within thirty (30) days of the expiration or termination of this Lease shall become the property of the City at no cost or charge to the City, and may be removed, sold, destroyed or otherwise disposed of in any manner deemed appropriate by the City, all at Tenant's sole expense, and Tenant hereby agrees to pay the City for such expenses.

15. RESERVATION OF RIGHTS

The City reserves the right to designate and grant rights-of-way and utility easements across the Premises without compensation to Tenant or any other party, including the right of ingress and egress to and from the Premises for the construction, operation and maintenance of utilities and access, provided that Tenant shall be compensated for the taking or destruction of any improvements on the Premises. Tenant shall be responsible for requesting a rental adjustment to reflect any reduction in the value of the Premises.

16. SIGNS

No signs or other advertising symbols, canopies, or awnings shall be attached to or painted on or within the Premises without approval of the City Manager first being obtained; provided, however, that this prohibition shall not

ATTACHMENT A

apply to standard, directional, informational and identification signs of two square feet or less in size. At the termination of this Lease, or sooner, all such signs, advertising matter, symbols, canopies or awnings, attached or painted by Tenant shall be removed from the Premises by Tenant at its own expense, and Tenant shall repair any damage or injury to the Premises, and correct any unsightly conditions caused by the maintenance or removal of said signs.

17. HOLDING OVER

If Tenant with the City's written consent remains in possession of the Premises after the expiration or termination of the Lease term for any cause, or after the date in any notice given by the City to Tenant terminating this Lease, such holding over shall be deemed a tenancy from month to month at the same rental amount applicable immediately prior to such expiration or termination, subject to adjustment in accordance with CMC § 5.22.040(c) or such successor provision of the code then in effect, and shall be terminable on 30 days' written notice given at any time by either party. All other provisions of this Lease except those pertaining to term and rent shall apply to the month-to-month tenancy. If Tenant holds over without the City's express written consent, Tenant is deemed to be a tenant at sufferance and may be removed through a forcible entry and detainer proceeding without service on Tenant of a notice to quit.

18. EMINENT DOMAIN

If the whole or any part of the Premises shall be taken for any public or quasi-public use, under any statute or by right of eminent domain or private purchase in lieu thereof by a public body vested with the power of eminent domain, then the following provisions shall be operative.

A. Total Taking. If the Premises are totally taken by condemnation, this Lease shall terminate.

B. Partial Taking. If the Premises are partially taken by condemnation, then this Lease shall continue and the rent as specified in Section 3 above shall be abated in a proportion equal to the ratio that the portion of the Premises taken bears to the total Premises leased hereunder.

C. Award. Upon condemnation, the parties shall share in the award to the extent that their interests, respectively, are depreciated, damaged, or destroyed by the condemnation.

19. COSTS

Tenant shall be liable to and shall pay the City for the fees and costs incurred by the City in connection with the preparation, operation and enforcement of this Lease.

20. MISCELLANEOUS

A. Time Is of the Essence. Time is of the essence of this Lease and of each provision hereof.

B. Entire Agreement. This Lease represents the entire agreement between the parties with respect to the subject matter hereof, and may not be amended except in writing executed by the City and Tenant.

C. Governing Law and Venue. This Lease shall be subject to the provisions of the Code now or hereafter in effect. This Lease shall be governed by and construed in accordance with Alaska law and any action arising under this Lease shall be brought in a court of competent jurisdiction in Cordova, Alaska.

D. Relationship of Parties. Nothing in this Lease shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Tenant and the City. Neither the method of computation of rent, nor any other provisions contained in this Lease, nor any acts of the parties shall be deemed to create any relationship between the City and Tenant other than the relationship of Tenant and Landlord.

E. Notice. All notices hereunder may be hand-delivered or mailed. If mailed, they shall be sent by certified or registered mail to the following respective addresses:

ATTACHMENT A

TO CITY:
City of Cordova
Attn: City Manager
PO Box 1210
Cordova, Alaska 99574

TO TENANT:
Prince William Sound Science Center
Attn: Katrina Hoffman
PO Box 705
Cordova, Alaska 99574

or to such other respective addresses as either party hereto may hereafter from time to time designate in advance in writing to the other party. Notices sent by mail shall be deemed to have been given when properly mailed, and the postmark affixed by the U.S. Post Office shall be conclusive evidence of the date of mailing. If hand-delivered, notice shall be deemed to have been made at the time of delivery.

F. Captions. Captions herein are for convenience and reference and shall not be used in construing the provisions of this Lease.

G. No Waiver of Breach. No failure by the City to insist upon the strict performance of any term, covenant or condition of this Lease, or to exercise any right or remedy upon a breach thereof, shall constitute a waiver of any such breach or of such term, covenant or condition. No waiver of any breach shall effect or alter this Lease, but each and every term, covenant and condition of this Lease shall continue in full force and effect with respect to any other existing or subsequent breach.

H. Survival. No expiration or termination of this Lease shall expire or terminate any liability or obligation to perform which arose prior to the termination or expiration.

I. Late Payment. In the event that any rent or other payment due under this Lease is not received by the City when due, a late fee of five percent (5%) per month of the principal amount due shall be due and payable until the full amount of rent or other payment is received by the City.

J. Partial Invalidity. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

K. Successors and Assigns. The terms, covenants and conditions in this Lease shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the City and Tenant.

L. Estoppel Certificates. Either party shall at any time and from time to time, upon not less than 10 days' prior written request by the other party, execute, acknowledge, and deliver to such party a statement certifying that this Lease is unamended and in full force and effect (or, if there has been any amendment, that the same is in full force and effect as amended and stating the amendments); that there are no defaults existing (or, if there is any claimed default, stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance.

M. Recordation of Lease. The parties agree that this Lease shall not be recorded, but upon the request of either party, the other party will join the requesting party in executing a memorandum of lease in a form suitable for recording, and each party agrees that such memorandum shall be prepared and recorded at the requesting party's expense.

N. Authority. Tenant represents that Tenant has all necessary power and is duly authorized to enter into this Lease and to carry out the obligations of Tenant hereunder.

O. Exhibits. Exhibit A to this Lease is hereby specifically incorporated into this Lease.

P. No Third Party Beneficiaries. Nothing in this Lease shall be interpreted or construed to create any rights or benefits to any parties not signatories or successors or permitted assigns of signatories to this Lease.

Q. Interpretation. The language in all parts of this Lease shall in all cases be simply construed according

ATTACHMENT A

to its fair meaning and not for or against the City or Tenant as both City and Tenant have had the assistance of attorneys in drafting and reviewing this Lease.

R. Counterparts. This Lease may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

S. Attorney's Fees. In the event that the City shall bring any suit or action to enforce this Lease or any term or provision hereof, and shall prevail in such suit or action, Tenant agrees that Tenant shall pay the City's attorney's fees, costs and expenses incurred in connection with such suit or action.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the dates set opposite their respective signatures below.

CITY OF CORDOVA:

By: _____

Date: _____

Its: _____

Attest: _____
City Clerk

PRINCE WILLIAM SOUND SCIENCE CENTER:

By: _____

Date: _____

Its: _____

ATTACHMENT A

EXHIBIT A



CITY OF CORDOVA



October 24, 2014

Prince William Sound Science Center
Attn: Katrina Hoffman
PO Box 705
Cordova, AK 99574

Katrina,


At the City Council meeting on September 3, 2014 the lease for the "Old Sea Grant Office" was discussed and referred back to staff. The direction from Council was to look at what the maintenance responsibilities were for the tenant so that the building can be repaired.

On August 18, 2014 City staff inspected the building and Rich Rogers prepared the attached Maintenance Inspection with estimates. Staff have determined that exterior maintenance items 2, 5, 6, and 7 need to be completed as stated in the inspection. For item 1 the City would simply like the oil tank to be removed, and for item 4 the roof joists only need to be replaced as needed. Because the lease is only for a term of five years, the City will not require the remaining maintenance items be completed, however any other improvements to the aesthetics and appearance of the building would be appreciated.

Because the building has been leased to the Science Center for over 15 years, the City would like to see the coordination and expenses for the repairs furnished by the Science Center. The lease would be contingent upon securing a contract for the repairs within 30 days of the commencement date. Staff intend the lease to be brought forward to City Council at the November 5th meeting with a memo identifying the maintenance items specified in this letter. Please let us know if the Science Center does not agree to the terms or maintenance items prior to October 29th.

If you have any questions, please contact the Planning Department.

Thank you,


Samantha Greenwood
City Planner

Memorandum

To: City Council
From: Planning Staff
Date: 10/29/2014
Re: Disposal of a Portion of ATS 220

PART I – GENERAL INFORMATION

Requested Action: Disposal method and amount of property to dispose
Lot, Block, Survey: ATS 220
Zoning: Unzoned
Attachments: Attachment A: Location Map
Encroachment As-Built Drawing
Letter of interest

PART II – BACKGROUND

We have received a letter of interest from Ocean Beauty to purchase City tidelands that their current building encroaches on. Ocean Beauty recently purchased Lot 1, Block 1 from the City. A requirement of that purchase was to dissolve the lot lines between Lots 1, 2, and 3, all of which are owned by Ocean Beauty. Their main plant extends across Lots 2 and 3 and their proposal for Lot 1 was to extend the building on to Lot 1. When Ocean Beauty had the survey done an as-built of the current building was also done (attached) which is how this encroachment was brought to light. This main building was built approximately 30 plus years ago.

Ocean Beauty has requested to purchase the encroachment area only. In the Waterfront Industrial District setbacks requirements are:

18.33.060 - Setbacks.

A. Minimum Setbacks.

1. Front yard-Twenty feet.
2. Side yard and rear yard: subject to Uniform Building Code regarding fire walls and separation of buildings.

10/28/14 – At the Planning Commission Regular Meeting, the following motion was made and passed:

M/Reggiani S/McGann to recommend to City Council to dispose of a portion of ATS 220 which contains the area of encroachment only by direct negotiation with the special condition that Ocean Beauty shall incorporate the additional land purchased from the City in the required re-plat of Lot 1 Block 1 and a re-plat of ATS 220 in that area.

Upon voice vote, motion **passed** 4-0.

Yea: **Bailer, Reggiani, McGann, Roemhildt**

Nay: None

Absent: **Greenwood, Pegau, Baenen**

PART III – APPLICABLE CRITERIA

5.22.040 DISPOSAL OF CITY REAL PROPERTY – Application to lease or purchase.

E. The planning commission shall review the application, and recommend to the city council whether the city should accept the application, offer the real property interest for disposal by one of the competitive procedures in Section 5.22.060, or decline to dispose of the real property interest.

5.22.060 DISPOSAL OF CITY REAL PROPERTY – Methods of disposal for fair market value.

A. In approving a disposal of an interest in city real property for fair market value, the council shall select the method by which the city manager will conduct the disposal from among the following:

- 1. Negotiate an agreement with the person who applied to lease or purchase the property;*
- 2. Invite sealed bids to lease or purchase the property;*
- 3. Offer the property for lease or purchase at public auction;*
- 4. Request sealed proposals to lease or purchase the property.*

PART IV – SUGGESTED SPECIAL CONDITIONS

1. Ocean Beauty shall incorporate the additional land purchased from the City in the required re-plat of Lot 1 Block 1 and a re-plat of ATS 220 in that area.

PART V – STAFF RECOMMENDATION

Staff recommend City Council dispose of the property as described by direct negotiation (Method 1) including the suggested special conditions.

PART VI – SUGGESTED MOTION

“I move the City Manager dispose of a portion of ATS 220 which contains the area of encroachment only by direct negotiation with Ocean Beauty with the special condition that Ocean Beauty shall incorporate the additional land purchased from the City in the required re-plat of Lot 1 Block 1 and a re-plat of ATS 220 in that area.”

Attachment A





Ms. Samantha Greenwood
City Planner
City of Cordova
P.O. Box 1210
Cordova, Alaska 99574

October 22, 2014

Dear Ms. Greenwood:

This letter is to confirm Ocean Beauty Seafood's intent to rectify the encroachment onto ATS 220. Our proposed solution is to purchase the necessary property as shown in your drawing. It's our understanding that upon consideration of this letter of intent the City of Cordova will proceed with the necessary surveying and valuation of the property in question.

Please refer to the attachment for excerpts from a 2013 Real Estate Appraisal performed by Alaska Appraisal Associates, Inc. As a basis for valuation of the tidelands, see page 86 under 'Tideland Valuation' where I have highlighted a section indicating a typical tideland valuation of 25% – 35% of the adjacent uplands. I look forward to resolving this situation to our mutual satisfaction.

Sincerely,
Michael Clutter

Ocean Beauty Seafoods, LLC
Plant Manager – Cordova, Alaska

NOTARY ACKNOWLEDGMENT

OCEAN BEAUTY

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

PLAT APPROVAL

DATE _____

CITY MANAGER _____

CHAIRMAN, PLANNING & ZONING COMMISSION

I HEREBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PREPARE AND SIGNIFIC IN THE STATE OF ALABAMA THAT THIS PLAT REPRESENTS A SURETY UNDER THE ACT UNLESS MY SUPERVISION AND THAT THE WORKMANSHIP AND IMPROVEMENTS SHOWN HEREON ACTUALLY EXIST AS DESCRIBED AND THAT ALL DIMENSIONS, OTHER DETAILS ARE CORRECT.

DATE: _____ REGISTRATION NO. _____

MARK R. SUDENNY _____ REGISTERED LAND SURVEYOR

MARK R. ST. DENNY REGISTERED LAND SURVEYOR


RE-PLAT
LOTS 14,2 & 3,BLOCK 1, OF
CORDOVA INDUSTRIAL PARK.
CREATING: LOT 3A, BLOCK 1
CORDOVA INDUSTRIAL PARK
PLAT 65-304
ALASKA
CORDOVA

DATE 05-18-14	DRAWN M.S.T.D.	CORDOVA RECORDING DISTRICT
SCALE 1" = 40'	SHEET 1 of 1	
PROJECT NO.		

ST.DENNY SURVEYING, INC.

P.O. BOX 388, KODIAK, ALASKA (907) 481-3500

LEGEND

 = FOUND 2" ALUMINUM CAP

(R) = RECORD DIMENSION

(C) = CALCULATED DIMENSION

REFERENCE:-
BASIS OF BEARING-PLAT OF CONDOM INDUSTRIAL PARK (PLAT 65-304)
BEARING OF S 42.67338° W ALONG THE CENTRELINE OF SEAFOOD LANE FROM ITS INTERSECTION WITH THE
SW'LY RIGHT-OF-WAY OF HAUDA LANE TO ITS INTERSECTION WITH THE C/L OF MARINE WAY

NOTES:

1. SUBJECT TO ALL CONDITIONS, STATEMENTS, EASEMENTS, COVENANTS, RESERVATION, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.

2. LOCATION OF PUBLIC UTILITIES ARE PER FIELD INSPECTION AND AVAILABLE RECORDS WITH NO GUARANTEE OF THOROUGHNESS. SAID LOCATIONS ARE FOR GENERAL REFERENCE ONLY AND NOT TO BE USED FOR CONSTRUCTION OR ENGINEERING PURPOSES.

NOTES:

1. SUBJECT TO ALL CONDITIONS, SERVITUDE'S, EASEMENTS, COVENANTS, RESERVATION, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.
2. SUBJECT TO ALL COPY RIGHT LAWS.
3. ST. DENNY SURVEYING INC. ASSUMES NO RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS OF ANY KIND WHATSOEVER IN TERMS OF CONTENT SHOWN HEREON AND DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS , EXPRESS OR IMPLIED, TO THE CONTENT INTO ANY MATTER RELATING TO THE INFORMATION SHOWN HEREON.

RELATING TO THE INFORMATION SHOWN HEREON.

Pending agenda:

Capital Priorities List Meeting **Dec 3, 2014; Mar 4, 2015; June 3, 2015; Sep 2, 2015**

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

Staff quarterly reports in packets: **Nov 5, 2014; Jan 21, 2015; April 15, 2015; Aug 5, 2015**

Committees:

Cordova Center Committee: Tim Joyce, Sylvia Lange, Randy Robertson, Kristin Carpenter, Native Village of Eyak Representative, Chamber of Commerce Representative, Business Community Representative, PWSSC Representative, Stage of the Tides Representative.

Fisheries Advisory Committee: David Reggiani, PWSAC; Ken Roemhildt, Seafood Sales; Jim Holley, AML; Torie Baker, Chair, Marine Advisory Program Coordinator; Chelsea Haisman; and Jeremy Botz, ADF&G

Cordova Trails Committee: Elizabeth Senear, VACANCY, VACANCY, Toni Godes, and David Zastrow

Calendars:

3 months of calendars are attached hereto
November 2014; December 2014; January 2015

November 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Location Legend CH-City Hall Confer- ence Room LMR-Library Mtg Rm						1
2	3 Absentee voting at City Hall	4 Election Day Polls open at LMR 7a—8p	5 6:45 pub hrg (maybe) LMR 7:00 reg mtg LMR	6 Cordova Center Design Review Public Meeting—Mt. Eccles 7:00 pm	7	8
9	10 6p Budget Wksn LMR	11 Veterans' Day City Hall Offices Closed 6:30 P&Z LMR	12 6p Budget Wksn LMR 7:00 Sch Bd HSL 7:00 Hrbr Cms CH	13 Special Meeting to certify election results time: TBA	14 NVE Sobriety Celebration	15 NVE Sobriety Celebration
16	17 —AML Conference--	18 ——in Anch——	19 7:00 reg mtg LMR —AML Conference--	20 ——in Anch——	21 --AML Conference—	22
23	24	25	26	27 Thanksgiving City Hall Offices Closed	28 Thanksgiving City Hall Offices Closed	29
30						Location Legend HSL-High School Li- brary

December 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library	1	2	3 6:45 pub hrg (maybe) LMR 7:00 reg mtg LMR	4	5	6
7	8	9 6:30 P&Z LMR	10 7:00 Sch Bd HSL 7:00 Hrbr Cms CH	11	12	13
14	15	16	17 6:45 pub hrg LMR 7:00 reg mtg LMR	18	19	20
21	22 —School Break—	23 _____	24 —School Break—	25 Christmas City Hall Offices Closed _____	26 —School Break—	27
28	29 _____	30 —School Break—	31 _____			Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library

January 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library				1 New Years Day City Hall Offices Closed	2	3
4	5	6	7 HSB time tba 6:45 pub hrg (maybe) LMR 7:00 reg mtg LMR	8	9	10
11	12	13 6:30 P&Z LMR	14 7:00 Sch Bd HSL 7:00 Hrbr Cms CH	15	16	17
18	19	20	21 6:45 pub hrg (maybe) LMR 7:00 reg mtg LMR	22	23	24
25	26	27	28	29	30	31
						97

**CITY OF CORDOVA, ALASKA – ELECTED OFFICIALS
& APPOINTED MEMBERS OF CITY BOARDS and COMMISSIONS**

MAYOR AND CITY COUNCIL - ELECTED

seat/length of term	email	Date Elected	Term Expires
Mayor: 3 years	James Kacsh Mayor@cityofcordova.net	March 5, 2013	March-16
Council members:			
Seat A: 3 years	Kristin Carpenter CouncilSeatA@cityofcordova.net	March 5, 2013	March-16
Seat B: 3 years	Timothy Joyce CouncilSeatB@cityofcordova.net	March 4, 2014 March 14, 2013 August 2, 2012	March-17 filled vacancy appt to A
Seat C: 3 years	Tom Bailer CouncilSeatC@cityofcordova.net	March 4, 2014	March-17
Seat D: 3 years	Bret Bradford CouncilSeatD@cityofcordova.net	March 6, 2012 March 3, 2009	March-15
Seat E: 3 years	Hayley Hoover CouncilSeatE@cityofcordova.net	October 1, 2014	March-15 filled vacancy elcted by cncl
Seat F: 3 years	David Reggiani, Vice Mayor CouncilSeatF@cityofcordova.net	March 5, 2013 March 2, 2010 March 3, 2009	March-16 1 yr trm
Seat G: 3 years	James Burton CouncilSeatG@cityofcordova.net	March 5, 2013	March-16

SCHOOL BOARD - ELECTED

length of term		Date Elected	Term Expires
3 years	Daniel Reum	March 6, 2012	March-15
3 years	Tammy Altermott	March 5, 2013	March-16
3 years	Peter Hoepfner	March 6, 2012 March 3, 2009 March 7, 2006	March-15
3 years	Sheryl Glasen	March 4, 2014	March-17
3 years	Barb Jewell, President	March 5, 2013	March-16
3 years	Bret Bradford (appointed, non-voting)	April-14 April-13 August-12	March-15

LIBRARY BOARD - APPOINTED

length of term		Date Appointed	Term Expires
3 years	Wendy Ranney	April-13	November-15
3 years	Shannon Mallory	November-13	November-16
3 years	Krysta Williams	November-11	November-14
3 years	Kay Groff	December-11 January-09	November-14
3 years	Mary Anne Bishop, Chair	November-13 November-10 November-06	November-16

CORDOVA COMMUNITY MEDICAL CENTER – HEALTH SERVICES BOARD - with Council election

length of term		Date Appointed	Term Expires
3 years	Kristin Carpenter, President		with Council office
3 years	Tom Bailer		with Council office
3 years	Tim Joyce		with Council office
3 years	James Burton		with Council office
3 years	Bret Bradford		with Council office
3 years	Hayley Hoover		with Council office
3 years	David Reggiani		with Council office

PLANNING AND ZONING COMMISSION - APPOINTED

length of term		Date Appointed	Term Expires
3 years	Allen Roemhildt	January-14	November-16
3 years	Scott Pegau	December-11	November-14
3 years	John Baenen	December-12	November-15
3 years	Tom Bailer, Chair	November-13	November-16
		December-11	
		November-08	
3 years	Tom McGann	December-11	November-14
		April-11	
3 years	John Greenwood	December-12	November-15
		November-09	
3 years	David Reggiani	April-13	March-14
		April-12	
		April-11	
		April-10	

HARBOR COMMISSION - APPOINTED

length of term		Date Appointed	Term Expires
3 years	Robert Beedle	January-14	November-17
3 years	Greg LoForte	February-13	November-16
		January-10	
		January-07	
3 years	Max Wiese	January-14	November-17
		March-11	
3 years	Ken Jones	February-13	November-16
3 years	James Burton, Chair	July-14	November-15
		April-13	

PARKS AND RECREATION COMMISSION - APPOINTED

length of term	chair vacant	Date Appointed	Term Expires
3 years	Kara Johnson Chair	December-12	November-14
3 years	Miriam Dunbar	August-14	November-15
3 years	Wendy Ranney	August-14	November-15
3 years	Stephen Barnes	December-12	November-15
3 years	Marvin VanDenBroek	February-14	November-16
3 years	Karen Hallquist	November-13	November-16
3 years	Dave Zastrow	September-14	November-14