

Mayor

Clay Koplin

Council Members

Tom Bailer

Kenneth Jones

Jeff Guard

Melina Meyer

Anne Schaefer

David Allison

David Glasen

City Manager

Alan Lanning

City Clerk

Susan Bourgeois

Deputy Clerk

Tina Hammer

Student Council

William Deaton

**Regular City Council Meeting
October 2, 2019 @ 7:00 pm
Cordova Center Comm Rooms
Amended Agenda (item 7a added)**



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 Clay Koplin, Council members Tom Bailer, Kenneth Jones, Jeff Guard, Melina Meyer, Anne Schaefer, David Allison and David Glasen

D. Approval of Regular Agenda..... (voice vote)

E. Disclosures of Conflicts of Interest and Ex Parte Communications

- conflicts as defined in 3.10.010 https://library.municode.com/ak/cordova/codes/code_of_ordinances should be declared, then Mayor rules on whether member should be recused, Council can overrule
- ex parte should be declared here, the content of the ex parte should be explained when the item comes before Council, ex parte does not recuse a member, it is required that ex parte is declared and explained

F. Communications by and Petitions from Visitors

1. Guest Speakers – **Robin Irving**, retired AMHS employee
2. Audience comments regarding agenda items..... (3 minutes per speaker)
3. Chairpersons and Representatives of Boards and Commissions (CCMCA BoD, School Board Rep)
4. Student Council Representative Report

G. Approval of Consent Calendar..... (no motion required)(roll call vote)

5. Per Charter Section 2-8 and Cordova Municipal Code 3.12.022
Recordation of excused absences of the following:
Council member **Anne Schaefer** from the Sept 18, 2019 Regular Meeting

H. Approval of Minutes..... (voice vote)

6. Minutes of the 09-18-19 Council Regular Meeting..... (page 1)

I. Consideration of Bids

7. Council direction to negotiate contract for purchase of..... (voice vote)(page 6)
a 2019 Midi-Excavator in the amount of \$130,970

**7a. Council Approval of City Manager Employment Agreement..... (roll call vote)(page 16a)
with **Helen Howarth****

J. Reports of Officers

8. Mayor's Report..... (page 16)
9. Manager's Report
10. City Clerk's Report..... (page 17)

K. Correspondence

11. 09-13-19 C. Weaverling letter re Comprehensive Plan comments..... (page 18)
12. 09-18-19 Mayor Koplin letter re AMHS Mismanagement Impacts..... (page 19)
13. 09-18-19 Christa Hoover, CRPWSMA letter supporting Res 09-19-39..... (page 20)
14. 09-23-19 Email from J. Burton re City Manager spending authority..... (page 21)

L. Ordinances and Resolutions

15. Ordinance 1177..... (roll call vote)(page 22)
An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code 5.12.200 by increasing the local bidder preference from 5% to 15% -
2nd reading
16. Resolution 10-19-41..... (roll call vote)(page 25)
A resolution of the City Council of the City of Cordova, Alaska, authorizing an amendment to the FY19 budget in the amount of \$130,970 to purchase a Midi-Excavator
17. Resolution 10-19-42..... (voice vote)(page 27)
A resolution of the City Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a sole source contract with Robertson, Monagle & Eastaugh for federal lobbying services in the amount of \$3,750 per month
18. Resolution 10-19-43..... (voice vote)(page 34)
A resolution of the City Council of the City of Cordova, Alaska, supporting the Native Village of Eyak's Shepard Point Oil Spill Response Facility Project in attaining military assistance via the Innovative Readiness Training Program

M. Unfinished Business - none

N. New & Miscellaneous Business

19. Pending Agenda, Calendar and Elected & Appointed Officials lists..... (page 36)

O. Audience Participation

P. Council Comments

Q. Executive Session

20. Council discussion of potential losses and liabilities of CCMC – in executive session because subjects which may be considered are matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government

R. Adjournment

Executive Sessions per Cordova Municipal Code 3.14.030

- **subjects which may be considered 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.
- **subjects may not be considered in the executive session except those mentioned in the motion calling for the executive session, unless they are auxiliary to the main question**
- **action may not be taken in an executive session except to give direction to an attorney or labor negotiator regarding the handling of a specific legal matter or pending labor negotiations**

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**Regular City Council Meeting
September 18, 2019 @ 7:00 pm
Cordova Center Community Rooms A & B
Minutes**

A. Call to order

Vice Mayor Melina Meyer called the Council Regular Meeting to order at 7:02 pm on September 18, 2019, in the Cordova Center Community Rooms.

B. Invocation and pledge of allegiance

Vice Mayor Meyer led the audience in the Pledge of Allegiance.

C. Roll call

Present for roll call were Council members **Tom Bailer, Ken Jones, Melina Meyer, David Allison** and **David Glasen**. **Mayor Clay Koplin** and Council member **Jeff Guard** were present via teleconference. Council member **Anne Schaefer** was absent. Also present were Student Council Representative **William Deaton**, City Manager **Alan Lanning** and City Clerk **Susan Bourgeois**.

D. Approval of Regular Agenda

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

Vote on the motion: 6 yeas, 0 nays, 1 absent (Schaefer). Motion was approved.

E. Disclosures of Conflicts of Interest and ex parte communications - none

F. Communications by and Petitions from Visitors

1. Guest speakers - none

2. Audience comments regarding agenda items

Barb Jewell of Mile 2.2 Whitshed Road is speaking as a community member and hospital employee. She addressed the Mayor's report notes from a Healthcare Collaboration effort between City Council, NVE and CCMC staff and board members. She said she was grateful to see the notes because it is the first time she's seen anything in a packet about this effort. She was of the opinion that this is a big decision and the hospital is a public asset and the process should be more transparent and based on a community vision not just a reaction to big bills.

Mary Anne Bishop of 700 Fourth Street agreed with the previous speaker that there needs to be a public process if the hospital is being turned over to NVE, she has only just heard about this a week ago. She also spoke as President of PWS Audubon Society and urged Council to approve the Resolution in tonight's packet concerning the opposition to oil and gas drilling at Controller Bay.

Kristin Carpenter with the Copper River Watershed Project, she handed out a map of the actual proposed drilling site as compared to the map in the packet of the Copper River Delta Critical Habitat Area. She also spoke in support of Council passage of the Resolution opposing the drilling for oil and gas in Controller Bay.

Carol Hoover of 5.5 Mile Loop Road and representing Eyak Preservation Council spoke in favor of Resolution 09-19-39. She said there is actually overlap into the critical habit area because after initial permitting is allowed, they may be able to attain additional permits to use directional drilling in the ocean that would go into the critical habitat area.

Chelsea Haisman representing Cordova District Fishermen United spoke in support of Council passage of Resolution 09-19-39; she spoke of the rich fishing area that Controller Bay is and the negative economic impact this could have on Cordova's fishermen and on the community.

3. Chairpersons and Representatives of Boards and Commissions

CCMCA Board - Chairman **Greg Meyer** reported that he feels a little bad that people feel like there has been no transparency, we've been talking about Tribal Health as the probable solution for at least a year or two. We were in talks with SEARHC from Southeast for 2 or 3 years - that was a dead-end, so we've been looking now to our local Tribal Health provider, NVE. Until a few months ago there were no talks between CCMC and Ilanka - currently we have great dialogue going between the two, so far, it's all positive. CCMC Board has gotten a very strong impression from City Council that we need to move in a different direction; the finances are an extremely onerous burden on the community. He has done some research and says over the past 10 years the City has given CCMC over \$928K per year. It may seem like it's been going quickly but NVE has yet to say they are ready to do anything at the hospital. There are meetings next week between CCMC and NVE that may change that, he's hopeful. This will occur in stages, it won't happen overnight;

very many details will need to be worked out. NVE is fact-finding presently. He will try to attend all Council meetings to keep them closely updated.

Currently CCMC is back into the PERS system – they gave a \$503,000 check – were allowed back in and now staff is entering all the payroll data into the system, they should have an exact figure soon that will get it all caught up.

School Board – President **Barb Jewell** reported they are into the 3rd week of school. She is hearing kids excited about their Wednesday classes again. **Jewell** reported that 3 different languages are being offered this year. She said the district is willing to assist/help the council as they begin the City budget, she knows it is difficult with the different fiscal years, the superintendent is available. She reminded Council that last year they suspended negotiations with their staff due to the unknown fiscal climate – the understanding was to bring that back up in the fall, and they have begun that at this time.

4. Student Council Representative Report – **William Deaton** reported that student council has met twice this year, they've discussed the vaping awareness campaign – vaping is a major epidemic in our country and our state even in our school district. They also discussed Constitution Day – yesterday was 232 years to the day that our founders signed the US Constitution and we are the longest lasting system of government from the same document in the world.

G. Approval of Consent Calendar

5. Per Charter Section 2-8 and Cordova Municipal Code 3.12.022, recordation of excused absence of the following: Council member **Jeff Guard** from the Sept 4, 2019 Regular Meeting

Vote on the approval of the consent calendar: 6 yeas, 0 nays, 1 absent. Glasen-yes; Jones-yes; Meyer-yes; Schaefer-absent; Allison-yes; Bailer-yes and Guard-yes. Consent calendar was approved.

H. Approval of Minutes

M/Bailer S/Jones to approve the minutes.

6. Minutes of the 08-28-19 Council Special Meeting

7. Minutes of the 09-04-19 Council Special Meeting

8. Minutes of the 09-04-19 Council Public Hearing

9. Minutes of the 09-04-19 Council Regular Meeting

10. Minutes of the 09-05-19 Council Special Meeting

Vote on the motion: 6 yeas, 0 nays, 1 absent (Schaefer). Motion was approved.

I. Consideration of Bids

11. Council direction to CM to enter contract with Wilson Construction for harbor dock replacement per ITB #HB19-01

M/Jones S/Glasen to direct the City Manager to negotiate a contract with Wilson Construction to perform all work described in ITB #HB19-01 Harbor Dock Replacement for a sum not to exceed one hundred ninety-nine thousand three hundred ninety-five dollars and zero cents (\$199,395.00).

Jones said we have aging harbor infrastructure; it has been a priority of the community for years – we need to keep up on infrastructure in our community. **Glasen** agreed and said it is a safety issue at this point.

Vote on the motion: 6 yeas, 0 nays, 1 absent (Schaefer). Motion was approved.

J. Reports of Officers

12. Mayor's Report – **Vice Mayor Meyer** mentioned the notes from the healthcare collaboration meeting of July 10 and asked **Mayor Koplin** if he had a report to give.

Mayor Koplin said he did have quite a bit to report: 1) in response to some of the audience comments, he did have a chance to meet with CCMC staff and board last Friday to listen to concerns about transparency and the current process; earlier in the week he had met with **Bert Adams** (Executive Director of NVE) and **Darrel Olsen** (NVETC Chair) over at NVE regarding the flow of information from the City (CCMC) to NVE and they said that has been good, they are receiving the information they've requested – financial and service-providing information that NVE needs to assess the benefits to determine if and at what level of interest NVE might have in operating, combining or collaborating with the clinic and hospital. He echoes **Greg Meyer's** comments that it will not happen overnight, but he feels like there has been more progress made these last 3 months than has been made in the last 3 decades on combined services. He agrees that public comment is important and on all of our parts it is important to maintain some level of transparency and not lose focus on the overall goal of providing quality, accessible and affordable healthcare for Cordova. 2) He has been working on ferry issues very hard and feels like he's mostly gotten a closed door from the administration. He had a good interview with **Nat Herz** from Alaska Public Media, and he put an article out over social media and in the newspaper – **Mayor Koplin** said he drafted a follow up letter today that he sent to our Congressional Delegation, the State Legislators, the

Media, AMHS Management and Commissioner – this letter is getting a lot of media attention, it is clear we are not going to make a lot of progress with the Commissioner, but we do have lots of media support so he thinks it might be a good time to consider a little PR work because of how much media attention we are getting. **Mayor Koplin** suggested **Debbie Reinwand** of Brilliant Media Strategies – he thought it would be a really good strategy and keeping the pressure on could restore us some winter service. 3) He also has requested a meeting with the Governor the week of September 30 and he hopes to sit down and talk about AMHS and Fisheries and how they are interlinked – how they could grow our economy. **Chelsea (Haisman)** at CDFU and **Cathy (Renfeldt)** also have been working tirelessly and with good effect. He also has still been working informally with Fisheries Development Committee and ADF&G commercial fisheries director and there are some new winter fisheries being considered, Sea Cucumber, Tanner Crab, Skate, Black Rock Fish, King Crab.

a. NVE/City of Cordova/CCMC Healthcare Collaboration Effort notes from final meeting July 10, 2019

Bailer said he knows that people sitting on boards/commissions and councils need thick skin, but he denies that anything, any of the discussions with NVE about the hospital have been done secretly or behind closed doors. He said we are doing what's best for the community, we could continue with City ownership and support of the hospital to the tune of more than \$1 million per year, we could raise property taxes 3 or 4 mills, cut some school funding to make that up, but they are looking for the best healthcare that is also affordable. You have to have a little trust in the Council and the Health Board, come ask questions, send emails, come in and ask the City Manager, the CEO at the hospital.

13. Manager's Report - City Manager **Alan Lanning** said his task moving forward will be the budget, he'll work diligently to get the draft to Council ahead of the first work session. He showed them a book he had made of the 3 main grants that we've completed this year. The second street CTP grant, Tier 1 Harbor Grant, the BUILD grant. He thanks **Tony, Leif, Sam** and **PND** who put a lot of work into these. **Lanning** said he is preparing a detailed account of what's going on in a City Manager Transition document. He reiterated that his last work day in October 16.

Mayor Koplin reverted to Mayor's report and mentioned again the need for a federal lobbyist. He got with the attorney and this is ok to sole source so he will get that on the next agenda. He said the clock is ticking on some of these opportunities.

14. City Clerk's Report – **Bourgeois** reported: 1) she'd like to talk at Pending Agenda about a possible joint work session with school board, otherwise has a written report in the packet tonight.

K. Correspondence

14a. Letter from USCG re Cordova being named a "Coast Guard City"

15. 09-02-19 DNR letter to City-comment period for shore fishery lease extensions

16. 09-11-19 CDFU letter in support of CRWP drafted Resolution 09-19-39

L. Ordinances and Resolutions

17. Ordinance 1177 An ordinance of the City Council of the City of Cordova, Alaska amending Cordova Municipal Code 5.12.200 by increasing the local bidder preference from 5% to 15% - 1st reading

M/Glasen S/Allison to adopt Ordinance 1177 an ordinance of the City Council of the City of Cordova, Alaska amending Cordova Municipal Code 5.12.200 by increasing the local bidder preference from 5% to 15%

Glasen said he is in favor of giving the local businesses a helping hand to be more competitive. **Allison** said it keeps more money locally. **Bailer** said he agreed with the comments and he is also in support of this, money goes around and around when we contract with a local business. **Allison** asked the Clerk if it would be ex parte if we asked local contractors their opinion of this ordinance. **Bourgeois** said no, this is a law, a piece of code, legislation, so it is a legislative act of Council they should seek citizen input, ex parte is when it is quasi-judicial, about one person. **Bailer** didn't realize until just now that he might have a conflict on this item. **Vice Mayor Meyer** and council concurred that there was no conflict because any one of them might bid on City jobs or items for sale, etc. so by necessity they are all ok to vote.

Vote on the motion: 6 yeas, 0 nays, 1 absent (Schaefer). Motion was approved.

18. Resolution 09-19-39 A resolution of the City Council of the City of Cordova, Alaska, stating support for Area E salmon fisheries and opposition to exploration or drilling for oil or gas in the Gulf of Alaska

M/Glasen S/Jones to approve Resolution 09-19-39 a resolution of the City Council of the City of Cordova, Alaska, stating support for Area E salmon fisheries and opposition to exploration or drilling for oil or gas in the Gulf of Alaska

Glasen said it is a no brainer, it is right in the middle of the area where the first salmon come in and it could be devastating to the fishing fleet if something were to happen there. **Jones** agreed.

Vote on the motion: 6 yeas, 0 nays, 1 absent (Schaefer). Motion was approved.

19. Resolution 09-19-40 A resolution of the City Council of the City of Cordova, Alaska, authorizing amendment to the FY19 harbor CIP budget in the amount of \$200,000 to fund repairs to the PWSSC dock and the loading dock

M/Jones S/Glasen to approve Resolution 09-19-40 a resolution of the City Council of the City of Cordova, Alaska, authorizing amendment to the FY19 harbor CIP budget in the amount of \$200,000 to fund repairs to the PWSSC dock and the loading dock

Jones said if staff has brought us this as a necessary repair and this was their finding, then we need to approve this and stay on top of our maintenance. **Glasen** concurred. **Jones** also commented that this is money being spent out of Harbor reserves which is collected from users of the Harbor; an enterprise fund paying its own way, doing its own maintenance. Vote on the motion: 6 yeas, 0 nays, 1 absent. Meyer-yes; Jones-yes; Schaefer-absent; Guard-yes; Allison-yes; Glasen-yes and Bailer-yes. Motion was approved.

M. Unfinished Business - none

N. New & Miscellaneous Business

20. Pending Agenda, Calendar and Elected & Appointed Officials lists

Bourgeois said she would get with the School Superintendent and discuss and get back to Council with a date for a joint work session with the School Board soon.

Council also added these items to the Pending Agenda:

- 1) joint wksn with Harbor Commission - after Jan 1, 2020;
- 2) UBS, decision on switch to institutional consulting after Jan 1, 2020;
- 3) land sale proceeds - permanent fund/general fund - after Jan 1, 2020;

Bourgeois said she'd be getting Board and Commission vacancies advertised soon and those run through November, Council will make appointments in December. **Mayor Koplin** asked Council based on the letter he had written, were they ok with him staying focused on AMHS in a more aggressive manner to push to get some ferry service restored. There was council concurrence. **Mayor Koplin** asked **Meyer**, **Allison** and **Bailer** to get together as the negotiating committee to work on a draft contract before the interviews next Saturday - they set that for noon on Thursday Sept. 26 - **Bourgeois** would get with Human Resources staff to get Council copies of previous manager's contracts for review.

O. Audience Participation

Barb Jewell of mile 2.2 Whitshed Rd. wanted to clarify her comments from earlier - she said she wasn't commenting that anyone had any intent to not be transparent, she says there has been that impact though. She said there are no CCMC Board minutes posted since April. She said hospital employees at meetings were told on 2 different occasions that NVE takeover of the hospital was a "done deal". She said at the last CCMC Board meeting, board members said that NVE would be taking over the clinic within 2-3 months and they expected the hospital within 9 months. She also said that as a hospital employee she cannot just pick up the phone and call the chair of the hospital board, there's a policy about that.

Keith Kroll of 9 Alpine Falls, also an employee at CCMC - he was also under the assumption, like **Barb** said, that the takeover was within a few months, he has lived here 3 years, invested in the community, built a home here. He said it's hard to judge how well the hospital could be doing because the billing is so poor, he thinks it is doing a much better job than when he first got here. He's proud of the work they do there - he's proud of the hospital.

P. Council Comments

Guard thanked the audience for their participation and holding our feet to the fire.

Mayor Koplin thanked Greg Meyer for his hard work.

Bailer thanked everyone for their attendance.

Glasen said personally, the reason we engaged in this was because we care about you as employees, as citizens, the hospital might wind up costing this town almost \$2 million this year. We have **Greg**, great with numbers and **Bert** with NVE will look into every detail and not jump into it if it doesn't work. This isn't willy-nilly, we are doing this for Cordova, we are not trying to sandbag the employees or anything. He apologizes if you are not as informed as you want to be. He also thanked the advocates for the Copper River and the Delta and thanks for all the public comments.

Allison thanked the caring individuals that come with comments. He wanted to make it clear that we are way early in the process to be portraying a takeover or a handoff or anything like that yet. All that is happening so far is organizations are gathering information. He cautioned the Council and the CCMC Board members to be careful what they say so employees and citizens don't get the wrong idea. Everyone's goal is good affordable healthcare for everyone in Cordova.

Jones echoed the comments before him.

Meyer said that since she's been on council the hospital has been a big area of discussion. She is sorry there has been a disconnect, she did not realize the policy in place that doesn't allow staff there to talk to board members.

Q. Executive Session

21. Council discussion on potential losses and liabilities of CCMC – in executive session because matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government.

M/Bailer S/Glasen to go into executive session to have Council discussion on potential losses and liabilities of CCMC – in executive session because matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government.

Vote on the motion: 6 yeas, 0 nays, 1 absent (Schaefer). Motion was approved.

Vice Mayor Meyer recessed the meeting at 8:34 pm to clear the room before the executive session.

Council entered executive session at 8:38 pm and came back into regular session at 9:04 pm.

Vice Mayor Meyer commented that in the executive session they discussed the liabilities and potential losses at CCMC and no decisions were made.

R. Adjournment

M/Allison S/Bailer to adjourn the meeting.

Hearing no objection Vice Mayor Meyer adjourned the meeting at 9:05 pm.

Approved: October 2, 2019

Attest: _____
Susan Bourgeois, CMC, City Clerk



AGENDA ITEM 7
City Council Meeting Date: 10/2/19
CITY COUNCIL COMMUNICATION FORM

FROM: Samantha Greenwood, Public Works Director
DATE: 9/26/19
ITEM: Award of 2019 Case Midi-Excavator per Sourcewell Contract
NEXT STEP: Council authorizes the City Manager to negotiate this contract

☐ ORDINANCE
☒ MOTION

☐ RESOLUTION
☐ INFORMATION

I. REQUEST OR ISSUE: This form constitutes the memorandum required per Code para 5.12.040 setting forth the following:

- A. Identity of Contractor: *Yukon Equipment, Inc.*
- B. Contract Price: *\$130,970.00*
- C. Nature & quantity of the work that the City shall receive under the contract:
2019 Case CX80C Midi-Excavator with appurtenances detailed on attached quotation.
- D. Time for performance under the contract:
Available for purchase now.

II. RECOMMENDED ACTION / NEXT STEP: Council approves motion "to direct the City Manager to negotiate a contract with *Yukon Equipment, Inc.* to purchase a *2019 Case CX80C Midi-Excavator* for a sum not to exceed \$130,970.00."

III. FISCAL IMPACTS: The cost of the Midi-Excavator will be paid out of the water and sewer depreciation reserve funds. As of 12/31/18, the water depreciation fund balance was \$472,263 and the sewer depreciation fund balance was \$587,643.

The Streets Department will be purchasing attachments for the Midi-Excavator in next year's budget

IV. BACKGROUND INFORMATION: The following is a list of reasons why the Midi-Excavator is being purchased to replace the city's backhoe:

1. The backhoe nearly 30 years old and in poor condition. It is listed in the Equipment List in the 2018 and 2019 budgets as needing replacement.
2. The backhoe is difficult to repair, as parts have to be purchased from vintage warehouses.
3. Track hoes are more efficient than backhoes.
4. There are lots of time and work saving attachments: brush cutter, hammer, thumb, compactor.
5. The city has rented one the last two summers and employees have found these small excavators to be just what we need to maximize production and use of time.
6. Equipment will be used by streets, water, and sewer.
7. For the Water Department, this will be used for emergency water line breaks, leaks, water pipe and valve replacement, fire hydrant replacement and repair, catchment repair, and reservoir driveway repair.
8. For the Sewer Department, this will be used for repairing sanitary sewer mains, manhole repair and rehab, and addressing high inflow and infiltration into the sewer.
9. City employees tested this equipment to ensure that this would be a valuable asset for the community.

The price for the Midi-Excavator comes from a Sourcewell contract with Yukon Equipment. Sourcewell contracts provide a competitive bidding process for state and local governments in order to streamline the purchasing of new equipment.

V. LEGAL ISSUES: Contract shall be negotiated and awarded per Code sections 5.12.040 and 5.12.100 and 5.12.170.

VI. SUMMARY AND ALTERNATIVES: Council could choose not to approve the contract.



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2020 East 3rd Ave.
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Fairbanks
3511 International St.
Fairbanks, AK 99701
(907) 457-1541

Wasilla
7857 W. Parks Hwy
Wasilla, AK 99623
(907) 376-1541

Quote Date: 09/18/2019
Prepared By: Jim Lackey
Cell: (907) 841-9999
Office: (800) 478-1541
Email: jamesl@yukoneq.com

QUOTE FOR: City of Cordova
CONTACT: Mark Wegner
PHONE: (907) 253-6333
EMAIL: mwegner@cityofcordova.net

QUOTATION

QUOTE VALID THROUGH
10/18/2019

2019 Case CX80C Midi-Excavator with all standard equipment;

- Chassis with Dozer
- 11'6" Boom
- 7'2" Arm - Long
- 18" Steel Shoes, Drilled 3-Bar Grousers
- Swing Boom
- Multi-Function Auxiliary Hydraulics Proportional
- Control Pattern Selector Valve



Case, Sourcewell Contract Price: \$131,018.00
Sourcewell Contract Discount: ~~\$34,065.00~~

\$ 96,953.00

Steel Surcharge & Sundries, Port Price: \$ 2,371.00
\$ 99,324.00

Including additional Items:

- Werk-Brau Pin Grabber Quick Coupler
- 24" Dig Bucket – Smart Fit Teeth
- 48" Clean-Up Bucket

\$ 15,466.00

- Rubber Bolt-On Pads

\$ 3,592.00

Freight (Seawide): \$ 9,094.00

Local Transport & Dock Fees: \$ 975.00

Pre-Delivery Inspection, Install Pads,
Install Thumb, Install Coupler: \$ 2,519.00

Sourcewell - Case Purchase Price: \$130,970.00
FOB Anchorage, AK

Subject to availability, Unit #19102

This pricing is in accordance with the terms and conditions set forth by and for Sourcewell Contracting.
Reference CASE No. 032119-CNH City of Cordova Member No. 96561



ENGINE

Model	Isuzu AP-4LE2X
Emissions Certification	Tier 4 Final
Fuel	Requires ultra low-sulfur fuel B5 biodiesel tolerant
Type	Water-cooled, 4-cycle, high pressure common rail system. Turbo-charged w/ air cooled intercooler, DOC system
Cylinders	4-cylinder in-line
Displacement	133 in ³ (2.2 L)
Bore/Stroke	3.35 x 3.78 in (85 x 96 mm)
Fuel injection	Direct injection – electronic
Fuel filter	Replaceable, full flow spin-on cartridge
Air filter	Dry type element w/ warning restriction indicator
Oil filter	Replaceable, full flow spin-on cartridge
Engine gradeability:	
Side-to-side	35°
Fore and aft	35°
Net horsepower – SAE J1349 @ 2000 RPM:	53.6 hp (40 kW)
Net max. torque – SAE J1349 @ 1800 RPM:	142 lb-ft (193 N-m)
Cooling operating range:	109.4° to -13° F (43° to -25° C)
Oil	Requires low-ash oil CJ-4

DRIVETRAIN

Travel control	Dual stage relief/ counter balance design
Brakes	Mechanical disc
Service brakes	SAHR disc – each motor
Two speed travel:	
Max. high speed	3.2 mph (5.1 kph)
Max. low speed	2.0 mph (3.2 kph)
Automatic downshift	
Drawbar pull	13,400 lb (59.5 kN)
Gradeability	70% – 35° Slope

ELECTRICAL

Voltage	24 Volts
Alternator rating	50 amp
Batteries	2 x 12 Volt
Battery reserve capacity	64 Ah/5 hour
Work lights	24 Volt
1 boom	70 watt
1 upper	70 watt
1 house	55 watt

OPERATOR ENVIRONMENT

FOPS Level 1 cab top guard; Pressurized cab; One-touch lock front window; AC/heat/defrost w/ auto climate control; 6 watt interior dome light; Mechanical-suspension cloth seat; Adjustable armrest; Low-effort joystick controls; Controls pre-wired for auxiliary; Blade control lever; AM/FM radio w/ antenna and 2 speakers; Anti-theft start code system; Rubber floor mat; 12-volt electric socket; 24-volt cigarette lighter; External rear view mirrors; Windshield wiper/ washer; Cup holder; Storage compartments; Travel alarm w/ cancel switch; One key start and lock-up; Built-in full-color LCD monitor; Safety glass for all windows; Polycarbonate roof hatch.	
Air conditioner output	13,490 BTU/hr
Heater output	12,900 BTU/hr
Sound level inside cab – ISO6395	73.0 dBA

ATTACHMENT

Boom	11 ft 6 in (3 500 mm)
Arm option:	
Standard	5 ft 7 in (1 690 mm)
Bucket digging force	12,800 lbf (56.9 kN)

OPERATING WEIGHT

Operating weight	18,900 lb (8 590 kg)
w/ shoes	1 ft 6 in (450 mm)
w/ boom	11 ft 6 in (3 500 mm)
w/ arm	5 ft 7 in (1 690 mm)
w/ bucket	463 lb (210 kg)
w/ dozer blade	7 ft 7 in (2 320 mm)
w/ counterweight	2,430 lb (1 100 kg)

NOTE: W/ operator/full fuel/standard equipment.

DOZER BLADE

Blade width	91.3 in (2 320 mm)
Blade height	17.7 in (450 mm)
Max. lift above ground level	17.3 in (440 mm)
Max. drop below ground	11.0 in (280 mm)

GROUND PRESSURE

@ Standard operating weight	5.5 psi (0.38 bar)
w/ 17.7 in (450 mm) triple semi-grouser shoes	

HYDRAULICS

System design	Open center
Main pumps	Two variable displacement/ axial piston
Max. rated flow per pump:	19.5 gpm (74 L/min)
Max. rated flow total:	39.1 gpm (148 L/min)
System pressures:	
Boom, arm and bucket	4,260 psi (294 bar)
Boom swing circuit	4,260 psi (294 bar)
Travel circuits	4,260 psi (294 bar)
Swing circuit	3,280 psi (226 bar)
Pilot pump	1 x gear design
Max. capacity	4.8 gpm (18 L/min)
Blade pump	1 x gear design
Max. flow	9.4 gpm (35.4 L/min)
Controls	w/ boom/arm holding valve
Right track travel, bucket, boom, arm acceleration and boom swing.	Five-spool section
Left track travel, auxiliary, swing, boom acceleration and arm.	Five-spool section
Work mode selections	SP: Speed Priority H: Heavy-Duty A: Automatic
Swing motor	Fixed displacement axial piston
Swing final drive	Planetary gear reduction
Travel motor	Two-speed independent travel/axial piston

HYDRAULIC CYLINDERS

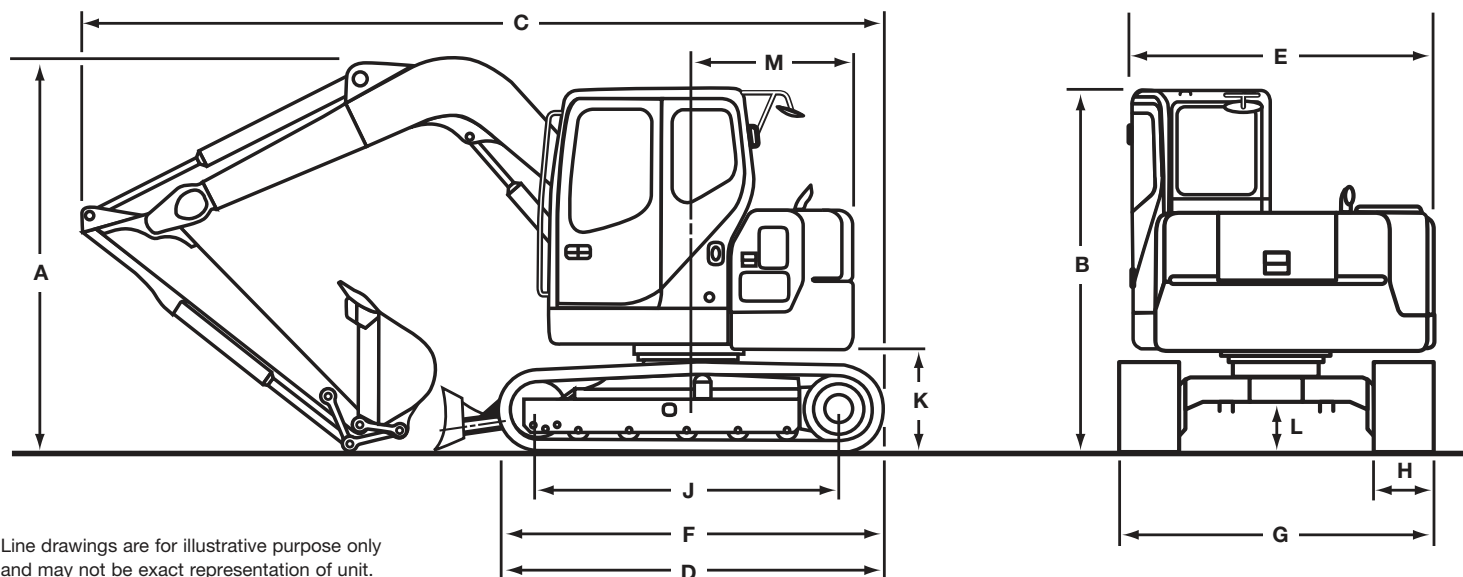
Boom cylinders	One (1)
Cylinder bore	4.5 in (115 mm)
Cylinder rod diameter	3.0 in (75 mm)
Cylinder stroke	33.5 in (850 mm)
Arm cylinder	One (1)
Cylinder bore	3.9 in (100 mm)
Cylinder rod diameter	2.6 in (65 mm)
Cylinder stroke	29.7 in (755 mm)
Bucket cylinder	One (1)
Cylinder bore	3.3 in (85 mm)
Cylinder rod diameter	2.2 in (55 mm)
Cylinder stroke	26.2 in (665 mm)
Boom swing	One (1)
Cylinder bore	3.7 in (95 mm)
Cylinder rod diameter	2.2 in (55 mm)
Cylinder stroke	26.6 in (675 mm)

SERVICE CAPACITIES

Fuel tank	31.7 gal (120 L)
Hydraulic system	25.4 gal (96.3 L)
Hydraulic tank	13.5 gal (51 L)
Engine oil w/ filter	3 gal (11.5 L)
Final drive	0.3 gal (1.1 L)
Cooling system	3.2 gal (12.2 L)

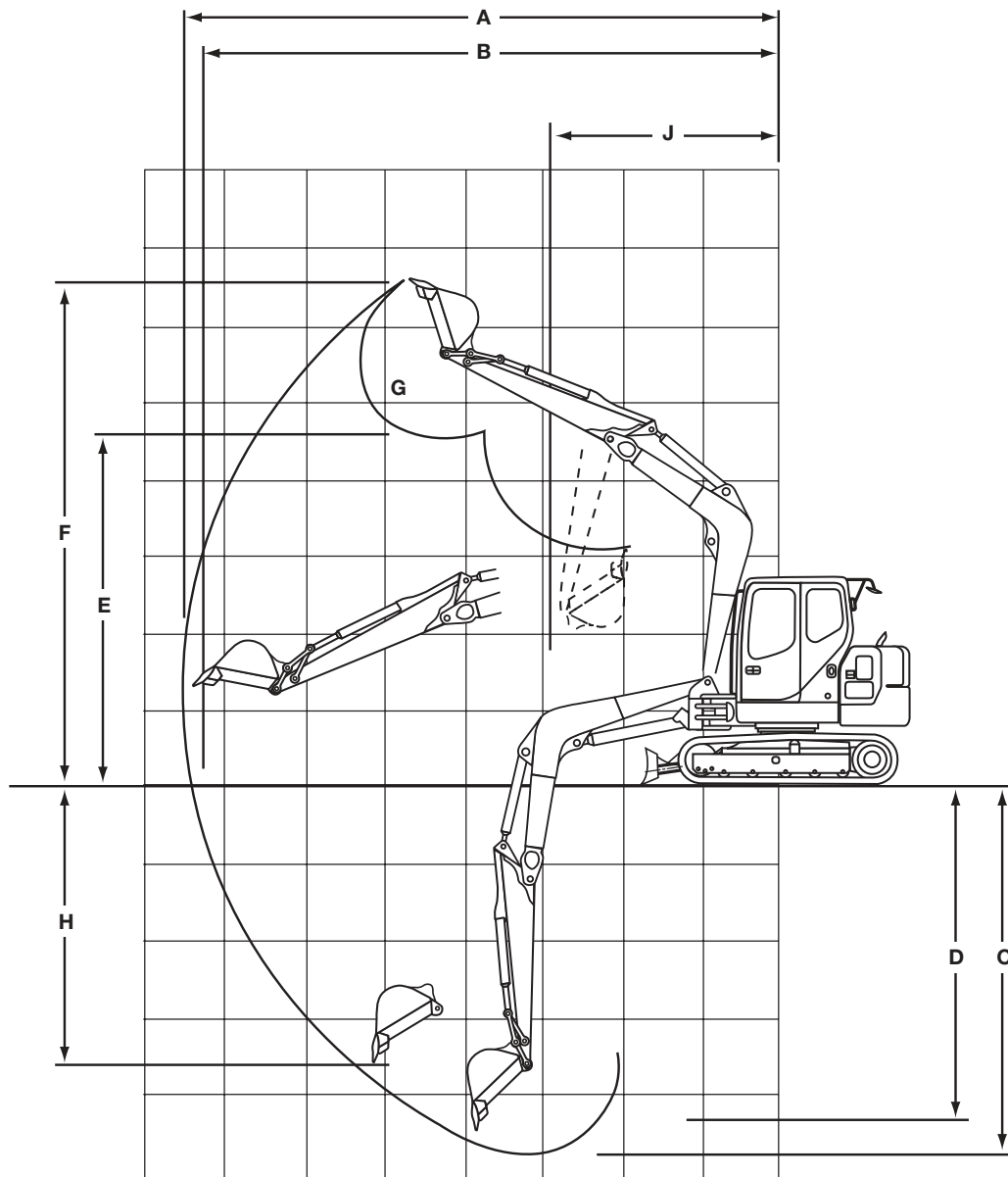
OTHER SPECIFICATIONS

Swing speed	0 – 10.4 RPM
Swing torque	12,500 lb-ft (17 000 N-m)
Swing brake	Mechanical disc
Undercarriage:	
Length	9 ft 4 in (2 845 mm)
Track gauge	6 ft 2 in (1 870 mm)
Carrier rollers – each side	1
Track rollers – each side	5
Shoes – triple grouser – each side	39
Shoe width – std.	1 ft 6 in (450 mm)
Link pitch	6.1 in (154 mm)
Track:	
Chain	Grease lubricated/strutted
Guides	Single
Adjustment	Hydraulic



DIMENSIONS

	5 ft 7 in (1.69 m) Arm	7 ft 2 in (2.19 m) Arm
A. Overall height with attachment	9 ft 1 in (2 760 mm)	9 ft 1 in (2 760 mm)
B. Cab height	9 ft 1 in (2 760 mm)	9 ft 1 in (2 760 mm)
C. Overall length with attachment	21 ft 11 in (6 680 mm)	22 ft 1 in (6 730 mm)
D. Overall length without attachment	11 ft 2 in (3 410 mm)	11 ft 2 in (3 410 mm)
E. Width of upper structure	7 ft 5 in (2 270 mm)	7 ft 5 in (2 270 mm)
F. Track overall length	9 ft 4 in (2 845 mm)	9 ft 4 in (2 845 mm)
G. Track overall width with 17.7 in (450 mm) shoes	7 ft 7 in (2 320 mm)	7 ft 7 in (2 320 mm)
H. Track shoe width	1 ft 6 in (450 mm)	1 ft 6 in (450 mm)
Track gauge	6 ft 2 in (1 870 mm)	6 ft 2 in (1 870 mm)
J. Center to center – idler to sprocket	7 ft 3 in (2 210 mm)	7 ft 3 in (2 210 mm)
K. Upper structure ground clearance	2 ft 6 in (750 mm)	2 ft 6 in (750 mm)
L. Minimum ground clearance	1 ft 2 in (360 mm)	1 ft 2 in (360 mm)
M. Rear tail swing radius	5 ft 6 in (1 680 mm)	5 ft 6 in (1 680 mm)
Dozer blade width	7 ft 7 in (2 320 mm)	7 ft 7 in (2 320 mm)
Dozer blade height	1 ft 6 in (450 mm)	1 ft 6 in (450 mm)



PERFORMANCE SPECS

	5 ft 7 in (1.69 m) Arm	7 ft 2 in (2.19 m) Arm
A. Maximum dig radius	23 ft 3 in (7 090 mm)	24 ft 10 in (7 560 mm)
B. Dig radius at groundline	22 ft 9 in (6 940 mm)	24 ft 4 in (7 420 mm)
C. Maximum dig depth	13 ft 9 in (4 180 mm)	15 ft 4 in (4 670 mm)
D. Dig depth - 8 ft 0 in (2.44 m) level bottom	12 ft 6 in (3 810 mm)	14 ft 4 in (4 360 mm)
E. Dump height	14 ft 10 in (4 530 mm)	15 ft 11 in (4 850 mm)
F. Maximum reach height - maximum dig height	21 ft 7 in (6 570 mm)	22 ft 7 in (6 890 mm)
G. Bucket rotation	177°	177°
H. Maximum vertical wall dig depth	11 ft 0 in (3 350 mm)	12 ft 10 in (3 920 mm)
J. Minimum swing radius	9 ft 2 in (2 790 mm)	9 ft 11 in (3 030 mm)
Arm digging force	8,880 lb (39.5 kN)	7,600 lb (33.8 kN)
Bucket digging force*	12,800 lb (56.9 kN)	12,800 lb (56.9 kN)
Dozer blade cutting edge:		
Maximum height	1 ft 5 in (440 mm)	1 ft 5 in (440 mm)
Maximum depth	11 in (280 mm)	11 in (280 mm)

NOTE: *Digging force ratings based on ISO6015.

LIFT CAPACITIES

5 ft 7 in (1.69 m) Arm Lift capacities using a 450 lb (204 kg) bucket, 2,424 lb (1 100 kg) counterweight with dozer blade on ground.

Load (Lift Point Height)	5 ft (1.5 m)		10 ft (3 m)		15 ft (4.5 m)		20 ft (6 m)		MAXIMUM REACH		
	END	SIDE	END	SIDE	END	SIDE	END	SIDE	@	END	SIDE
+15 ft (4.5 m)					3,700 lb (1 678 kg)	3,700 lb (1 678 kg)			19 ft 4 in (5.89 m)	2,450 lb (1 111 kg)	2,450 lb (1 111 kg)
+10 ft (3 m)					4,400 lb (1 996 kg)	4,000 lb (1 814 kg)	3,800 lb (1 724 kg)	2,500 lb (1 134 kg)	21 ft 9 in (6.63 m)	2,400 lb (1 089 kg)	2,150 lb (975 kg)
+5 ft (1.5 m)			10,050 lb (4 559 kg)	6,950 lb (3 152 kg)	6,050 lb (2 744 kg)	3,750 lb (1 701 kg)	4,400 lb (1 996 kg)	2,400 lb (1 089 kg)	22 ft 5 in (6.83 m)	2,550 lb (1 157 kg)	1,950 lb (885 kg)
Groundline			8,700 lb (3 946 kg)	6,500 lb (2 948 kg)	6,900 lb (3 130 kg)	3,550 lb (1 610 kg)	4,650 lb (2 109 kg)	2,300 lb (1 043 kg)	21 ft 7 in (6.58 m)	2,950 lb (1 338 kg)	2,050 lb (930 kg)
-5 ft (-1.5 m)	7,350 lb (3 334 kg)	7,350 lb (3 334 kg)	11,700 lb (5 307 kg)	6,600 lb (2 994 kg)	6,700 lb (3 039 kg)	3,500 lb (1 588 kg)			19 ft 1 in (5.82 m)	4,050 lb (1 837 kg)	2,450 lb (1 111 kg)
-10 ft (-3 m)			8,450 lb (3 833 kg)	6,750 lb (3 062 kg)					14 ft 5 in (4.39 m)	4,650 lb (2 109 kg)	3,800 lb (1 724 kg)

7 ft 2 in (2.19 m) Arm Lift capacities using a 400 lb (181 kg) bucket, 2,424 lb (1 100 kg) counterweight with dozer blade on ground.

Load (Lift Point) Height	0 ft (0 m)		5 ft (1.5 m)		10 ft (3 m)		15 ft (4.5 m)		MAXIMUM REACH		
	END	SIDE	END	SIDE	END	SIDE	END	SIDE	@	END	SIDE
+20 ft (6 m)									16 ft 7 in (5.05 m)	2,450 lb (1 111 kg)	2,450 lb (1 111 kg)
+15 ft (4.5 m)							3,000 lb (1 361 kg)	2,600 lb (1 179 kg)	21 ft 3 in (6.48 m)	2,100 lb (953 kg)	2,100 lb (953 kg)
+10 ft (3 m)					3,700 lb (1 678 kg)	3,700 lb (1 678 kg)	3,550 lb (1 610 kg)	2,550 lb (1 157 kg)	23 ft 5 in (7.14 m)	2,050 lb (930 kg)	1,900 lb (862 kg)
+5 ft (1.5 m)			8,450 lb (3 833 kg)	7,200 lb (3 266 kg)	5,550 lb (2 517 kg)	3,850 lb (1 746 kg)	4,100 lb (1 860 kg)	2,400 lb (1 089 kg)	23 ft 11 in (7.29 m)	2,200 lb (998 kg)	1,800 lb (816 kg)
Groundline			9,350 lb (4 241 kg)	6,600 lb (2 994 kg)	6,700 lb (3 039 kg)	3,600 lb (1 633 kg)	4,600 lb (2 087 kg)	2,300 lb (1 043 kg)	23 ft 2 in (7.06 m)	2,500 lb (1 134 kg)	1,850 lb (839 kg)
-5 ft (-1.5 m)	6,050 lb (2 744 kg)	6,050 lb (2 744 kg)	11,750 lb (5 330 kg)	6,500 lb (2 948 kg)	6,850 lb (3 107 kg)	3,500 lb (1 588 kg)	4,500 lb (2 041 kg)	2,300 lb (1 043 kg)	23 ft 11 in (7.29 m)	3,250 lb (1 474 kg)	2,150 lb (975 kg)
-10 ft (-3 m)	10,900 lb (4 944 kg)	10,900 lb (4 944 kg)	9,950 lb (4 513 kg)	6,700 lb (3 039 kg)	5,650 lb (2 563 kg)	3,600 lb (1 633 kg)			16 ft 10 in (5.13 m)	4,400 lb (1 996 kg)	3,000 lb (1 361 kg)

LIFT CAPACITIES

5 ft 7 in (1.69 m) Arm Lift capacities using a 450 lb (204 kg) bucket, 2,424 lb (1 100 kg) counterweight operating with dozer blade off ground.

Load (Lift Point Height)	5 ft (1.5 m)		10 ft (3 m)		15 ft (4.5 m)		20 ft (6 m)		MAXIMUM REACH		
	END	SIDE	END	SIDE	END	SIDE	END	SIDE	@	END	SIDE
+15 ft (4.5 m)					3,700 lb (1 678 kg)	3,700 lb (1 678 kg)			19 ft 4 in (5.89 m)	2,450 lb (1 111 kg)	2,450 lb (1 111 kg)
+10 ft (3 m)					4,200 lb (1 905 kg)	3,850 lb (1 746 kg)	2,600 lb (1 179 kg)	2,400 lb (1 089 kg)	21 ft 9 in (6.63 m)	2,250 lb (1 021 kg)	2,050 lb (930 kg)
+5 ft (1.5 m)			7,500 lb (3 402 kg)	6,650 lb (3 016 kg)	3,950 lb (1 792 kg)	3,600 lb (1 633 kg)	2,500 lb (1 134 kg)	2,300 lb (1 043 kg)	22 ft 5 in (6.83 m)	2,050 lb (930 kg)	1,900 lb (862 kg)
Groundline			7,000 lb (3 175 kg)	6,200 lb (2 812 kg)	3,750 lb (1 701 kg)	3,400 lb (1 542 kg)	2,450 lb (1 111 kg)	2,200 lb (998 kg)	21 ft 7 in (6.58 m)	2,150 lb (975 kg)	1,950 lb (885 kg)
-5 ft (-1.5 m)	7,350 lb (3 334 kg)	7,350 lb (3 334 kg)	7,100 lb (3 221 kg)	6,300 lb (2 858 kg)	3,700 lb (1 678 kg)	3,350 lb (1 520 kg)			19 ft 1 in (5.82 m)	2,600 lb (1 179 kg)	2,350 lb (1 066 kg)
-10 ft (-3 m)			7,250 lb (3 289 kg)	6,500 lb (2 948 kg)					14 ft 5 in (4.39 m)	4,050 lb (1 837 kg)	3,650 lb (1 656 kg)

7 ft 2 in (2.19 m) Arm Lift capacities using a 400 lb (181 kg) bucket, 2,424 lb (1 100 kg) counterweight operating with dozer blade off ground.

Load (Lift Point) Height	0 ft (0 m)		5 ft (1.5 m)		10 ft (3 m)		15 ft (4.5 m)		MAXIMUM REACH		
	END	SIDE	END	SIDE	END	SIDE	END	SIDE	@	END	SIDE
+20 ft (6 m)									16 ft 7 in (5.05 m)	2,450 lb (1 111 kg)	2,450 lb (1 111 kg)
+15 ft (4.5 m)							2,700 lb (1 225 kg)	2,500 lb (1 134 kg)	21 ft 3 in (6.48 m)	2,100 lb (953 kg)	2,100 lb (953 kg)
+10 ft (3 m)					3,700 lb (1 678 kg)	3,700 lb (1 678 kg)	2,650 lb (1 202 kg)	2,450 lb (1 111 kg)	23 ft 5 in (7.14 m)	2,000 lb (907 kg)	1,850 lb (839 kg)
+5 ft (1.5 m)			7,750 lb (3 515 kg)	6,900 lb (3 130 kg)	4,050 lb (1 837 kg)	3,650 lb (1 656 kg)	2,550 lb (1 157 kg)	2,300 lb (1 043 kg)	23 ft 11 in (7.29 m)	1,850 lb (839 kg)	1,700 lb (771 kg)
Groundline			7,100 lb (3 221 kg)	6,250 lb (2 835 kg)	3,800 lb (1 724 kg)	3,450 lb (1 565 kg)	2,450 lb (1 111 kg)	2,200 lb (998 kg)	23 ft 2 in (7.06 m)	1,950 lb (885 kg)	1,750 lb (794 kg)
-5 ft (-1.5 m)	6,050 lb (2 744 kg)	6,050 lb (2 744 kg)	7,050 lb (3 198 kg)	6,200 lb (2 812 kg)	3,700 lb (1 678 kg)	3,350 lb (1 520 kg)	2,400 lb (1 089 kg)	2,200 lb (998 kg)	23 ft 11 in (7.29 m)	2,250 lb (1 021 kg)	2,050 lb (930 kg)
-10 ft (-3 m)	10,900 lb (4 944 kg)	10,900 lb (4 944 kg)	7,200 lb (3 266 kg)	6,400 lb (2 903 kg)	3,850 lb (1 746 kg)	3,450 lb (1 565 kg)			16 ft 10 in (5.13 m)	3,150 lb (1 429 kg)	2,850 lb (1 293 kg)

STANDARD EQUIPMENT

ENGINE

Isuzu four-cylinder turbo-charged diesel
Tier 4 Final Certified
Electronic fuel injection
Neutral safety start
Auto-engine warm up
Glow-plug pre-heat
One-touch idle
Dual-stage fuel filtration
Dual element air filter
Remote oil filter
Green plug oil drain
500-hour engine oil change interval
24 Volt system
Color LCD monitor
Auto idle shutdown system

HYDRAULICS

ISO pattern controls
5,000-hour hydraulic oil change interval
1,000-hour hydraulic filter change interval
Mechanical disc brakes
Three (3) work mode settings

UPPER STRUCTURE

Right and left side mirrors
Viscous mounted cab – fluid
Common key vandal locks
Upper mounted work light – 70 watt
Cab mounted work light – 70 watt
Swivel guard belly pan

ATTACHMENTS

Boom
Arm – 5 ft 7 in (1.69 m)
Boom mounted work light – 70 watt
Attachment cushion valve

OPERATOR ENVIRONMENT

See page 1

UNDERCARRIAGE

1 ft 6 in (450 mm) steel shoes, triple semi-grouser
Full overlap turntable bearing tub
Front track chain guides
Hydraulic track adjustment
X-pattern carbody

OPTIONAL EQUIPMENT

HYDRAULICS

Auxiliary hydraulics:
Single acting
Double acting
Proportional controls

ATTACHMENTS

Arm – 7 ft 2 in (2.19 m)
Coupler/Case multi-pin grabber
Heavy-duty bucket

UNDERCARRIAGE

23.6 in (600 mm) steel shoes, triple semi-grouser*
1 ft 6 in (450 mm) rubber pads bolted to standard rail
1 ft 6 in (450 mm) full rubber tracks

*Note: Blade will not fully cover 23.6" shoe

OPERATOR ENVIRONMENT

Control pattern selector
FOPS cab top guard – Level 2
Front grill guard – 2 x 2 screen mesh
Front rock guard:
Vertical bars – fixed/one piece/OPG 2
Rear camera

BUCKETS / CASE COUPLER

Application	Width SAE	Heaped Capacity
Pin on/heavy-duty	18 in (457 mm) to 42 in (1 067 mm)	0.21 yd ³ to 0.57 yd ³
Coupler/heavy-duty	18 in (457 mm) to 42 in (1 067 mm)	0.24 yd ³ to 0.59 yd ³
Case multi-fit coupler	—	—
Direct Link Thumb	—	—

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Always read the Operator's Manual before operating any equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs and use any safety features provided.

Form No. CCE201905CX80CDB
Replaces Form No. CCE201701CX80CDB

CX80C DB

5.12.040 - Council approval of contracts.

No contract for supplies, services or construction which obligates the city to pay more than 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;
- B. The contract price;
- C. The nature and quantity of the performance that the city shall receive under the contract; and
- D. The time for performance under the contract.

(Ord. 1019 § 1, 2008: Ord. 874, 2000: Ord. 809 (part), 1998).

(Ord. No. 1093, § 1, 1-4-2012)

5.12.100 - Competitive sealed bidding.

Unless otherwise authorized under this chapter or another provision of law, all city contracts for supplies, services and construction shall be awarded by competitive sealed bidding.

(Ord. 809 (part), 1998).

5.12.170 - Award to responsible bidder or proposer.

A contract award under this chapter shall be made only to a responsible bidder or proposer. The city manager shall determine whether a bidder is responsible on the basis of the following criteria:

- A. The skill and experience demonstrated by the bidder in performing contracts of a similar nature;
- B. The bidder's record for honesty and integrity;
- C. The bidder's capacity to perform in terms of facilities, equipment, personnel and financing;
- D. The past and present compliance by the bidder with laws and ordinances related to its performance under the contract; and
- E. The bidder's past performance under city contracts. If the bidder has failed in any material way to perform its obligations under any contract with the city, the city manager may consider the bidder to be not responsible.
- F. The bidder's past performance of financial obligations to the city. If at the time of award the bidder is delinquent, overdue or in default on the payment of any money, debt or liability to the city, the city manager shall consider the bidder to be not responsible.

(Ord. 809 (part), 1998).

Harbor Grant: Cordova is the only community listed in the Tier 1 grant program for harbor upgrades. Representative Stutes is in almost daily contact working on ferry service for Cordova and keeping us updated (12 updates now) on the status of the 2016 Pink Salmon disaster declaration and trying to expedite the payments. The City portion of that settlement is pending – Brad Gilman and associates worked to secure the municipal piece and keep it intact when there was a move to withhold it. It will have to go to fisheries support infrastructure.

Cordova Winter AMHS Service: I have been working with Lobbyist John Bitney the AMHS, the IBU, Cathy Renfeldt of Cordova Chamber of Commerce and others trying to carve out minimum ferry service for the winter months. Senator Dan Sullivan's office reached out and I briefed staff Scott Leathard on the Senator's staff for a half hour as he looks for ways to assist Cordova. I am not optimistic that we will receive any accommodation from the State for winter service except, perhaps, with the spring startup date, though I continue to work with Commissioner MacKinnon who is seeking alternatives to improve service with limited resources. I am trying to meet with Governor Dunleavy soon to discuss options for ferry service and fisheries development for Cordova.

Alaska Airlines Freight Service: I had a teleconference with Jeff Oliver, Tim Thompson, Torque Zubeck, and Adam Drouhard regarding Cordova service in the context of no ferry. Cordova businesses indicate that the weekly freighter service on Mondays has been very good, but unfortunately maintenance on that freighter will cause limitations for the next two months as the 737-800 class filling in for the freighter will have a per-piece weight limitation.

Ravn Air Alaska: Cordova Chamber of Commerce Director Cathy Renfeldt has been in discussions with Ravn Air, who is now considering service to Cordova in light of no ferry service this winter. Great job by Cathy on this, ferry, and several other fronts of importance to Cordova businesses and community.

Gilman and Associates Representation: I corresponded with Gilman and Associates per council direction to get a proposal for the October City Council meeting. I encourage Council to consider engaging them in their specialty of waterfront infrastructure and fisheries advocacy at the federal level to put Cordova on a level playing field for competitive grants and programs to upgrade our fisheries infrastructure and opportunities.

Crater Lake Update: The CEC Board of directors voted unanimously at their September 25, 2019 regular meeting to suspend work on Crater Lake Water and Power Project.

I will be travelling to Washington, D.C. the week of October 16th to serve on the Federal Energy Advisory Committee and will miss that meeting.

Have a safe week Cordova and remember to drive carefully with school in session.
Mayor Clay Koplin



AGENDA ITEM 7a
City Council Meeting Date: 10/2/2019
CITY COUNCIL COMMUNICATION FORM

FROM: Susan Bourgeois, City Clerk
DATE: 9/30/2019
ITEM: City Manager Contract Approval
NEXT STEP: Majority voice vote

☐ ORDINANCE
☒ MOTION

☐ RESOLUTION
☐ INFORMATION

I. REQUEST OR ISSUE: Council approval of employment agreement for City Manager.

II. RECOMMENDED ACTION / NEXT STEP: Council motion to approve the city manager employment agreement effective _____, 2019 between the City of Cordova and *Helen Howarth*.

III. FISCAL IMPACTS: terms of contract include salary, benefits, etc.

IV. BACKGROUND INFORMATION: The City Council began a City Manager search in June 2019, preliminary interviews were held in early September after the City Manager Assessment Committee recommended 5 candidates to City Council. Three finalists were brought to Cordova for in-person interviews conducted in a Council Special Meeting on September 28. City Council chose a candidate, made an offer and after negotiations the two parties are in agreement with the contract before Council tonight.

V. LEGAL ISSUES: This employment agreement has been reviewed by the City Attorney. City Charter Article 3, Section 3-1 and Cordova Municipal Code 3.12.080 are pertinent.

Section 3-1. - City manager, Appointment, term, qualification, removal.

There shall be a city manager who shall be appointed by a majority vote of all members of the council to serve at the pleasure of the council for an indefinite term. The council shall make the appointment based solely on executive and administrative qualifications. At the time of appointment, the manager need not be a resident of the city or state, but during the term of appointment as city manager, shall be a resident of the city. Neither the mayor nor any council member may be appointed city manager or acting city manager during the term for which the mayor or council member shall have been elected nor within one year after the expiration of the term of office. The council may suspend or remove the city manager at any time by a vote of a majority of all its members.

(Amended by Resolution 5-95-56, approved by the voters on July 19, 1995).

3.12.080 - Meetings—Passage of proposals.

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

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

- B. A majority of all the members of the council shall be required to adopt a budget and make appropriations for the next fiscal year in accordance with Article V, [§ 5-4](#) of the Charter;
- C. A majority of all the members of the council shall be required for the transfer of unencumbered appropriations in accordance with Article V, [§ 5-6](#) of the Charter;
- D. An appropriation from the city general reserve fund must be in accordance with [Section 5.44.060](#);
- E. Concurring vote of four members shall be necessary when the council sits as a board of adjustment in accordance with [Section 3.40.100](#);
- F. Vacancies in the office of mayor and council membership shall be filled by majority vote of the council's remaining members in accordance with Article II [§ 2-10](#) of the Charter;
- G. The city manager shall be appointed or removed by a vote of a majority of all council members, in accordance with Article III, [§ 3-1](#) of the Charter;
- H. A majority of all the members of the council shall be required to create an office or position of employment or to incur an expenditure of funds for purposes not specifically included in an approved budget.
- The council shall vote on a roll call vote where a majority of all members is required, or upon request of any council member. The results of all votes shall be entered into the minutes of the meeting.
- (Ord. 665, 1989).

VI. SUMMARY AND ALTERNATIVES: Council should vote by roll call and 4 affirmative votes are required for approval.

**CITY MANAGER
EMPLOYMENT AGREEMENT Effective _____**



This CITY MANAGER EMPLOYMENT AGREEMENT ("Agreement") is made and entered into effective _____, 2019 by and between the City of Cordova ("CITY") and _____ [name], _____ [confirm address to be used] ("MANAGER").

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, City agrees to employ MANAGER as its City Manager under the terms and conditions set forth below:

1. Duties and Nature of Employment. City agrees to employ MANAGER, and the MANAGER agrees to be employed by the City in the position of City Manager. MANAGER is an at-will employee who serves at the pleasure of the City Council. MANAGER shall perform all duties and discharge all responsibilities of that position as prescribed by the laws of the State of Alaska, the Charter of City, the Cordova Municipal Code, all as may be amended from time to time, and as established by the Council, from time to time. MANAGER shall maintain residency in City during the entire term of this Agreement.
2. Term. This Agreement shall commence as of _____, 2019 and shall expire on _____, _____, unless terminated earlier in accordance with Paragraph 3. The term may be extended upon mutual written agreement of the parties.
3. Termination of Agreement.
 - (a) MANAGER's employment under this Agreement is terminable at will and at any time by City, without any notice of any kind whatsoever, with or without cause, it being expressly and explicitly understood and agreed by MANAGER that he holds the position of City Manager and serves as City Manager at the will of the Council. Dismissal and grievance procedures applicable to other City employees as provided in the Cordova Municipal Code, if any, shall not apply to the termination of MANAGER's employment by the City Council.
 - (b) MANAGER shall provide City with written notice of her resignation no less than sixty (60) days prior to the effective date of her resignation or prior to termination of this Agreement. MANAGER will remain on site and in service for the notice period. At its option, City may pay salary in lieu of service through the effective resignation date, but on no account shall MANAGER receive compensation in lieu of service for a period longer

than sixty (60) days regardless of the length of notice provided by MANAGER. If MANAGER resigns without providing such notice, then MANAGER shall forfeit all benefits which MANAGER otherwise would have been entitled to receive upon resignation under this Agreement, including payment of unused accrued annual or sick leave.

If MANAGER resigns within one (1) year from the commencement of this agreement, MANAGER shall be obligated to reimburse the CITY sums paid for any recruitment bonus paid. MANAGER hereby consents to the deduction of such bonus from her final paycheck, and to the payment of any outstanding balance from her personal funds.

- (c) This Agreement shall terminate automatically and immediately upon MANAGER's death. City shall pay any unused accrued annual and sick leave, and salary earned to the personal representative of MANAGER's estate.
- (d) If physical or mental condition renders MANAGER unable to perform the essential functions of MANAGER's position for a period of 12 weeks in any 12-month period, City may terminate this Agreement by providing not less than sixty (60) days' notice, or salary in lieu of notice. Such termination shall be without prejudice to any disability benefits otherwise payable under City plans or policies then applicable. Nothing in this paragraph shall be construed to preclude City from filling MANAGER's position with a non-temporary employee under the "key employee" concept articulated in the Family and Medical Leave Act, whether or not the Act applies.
- (e) MANAGER shall be responsible for her return transportation from Cordova.

4. Severance.

- (a) In the event that City terminates MANAGER's employment under this Agreement without cause, City shall pay MANAGER a lump sum as severance pay equal to three (3) months' aggregate salary and the monetized cost of insurance benefits paid by City on MANAGER's behalf, minus applicable deductions and withholding. MANAGER shall be required to execute and not revoke a general waiver and release of employment-related claims as a pre-condition of receiving such severance payment.
- (b) In the event City terminates MANAGER's employment for cause, or if MANAGER resigns her employment, regardless of cause, then MANAGER shall receive no severance pay from City. Any of the following

shall constitute "cause" for termination: (i) MANAGER's failure to satisfactorily perform her duties in accordance with the provisions of this Agreement, or maintain her Cordova residency as required by this Agreement; (ii) MANAGER's intentional failure to obey any lawful directive of the Council; (iii) MANAGER's intentional failure to comply with the Charter of City or with the Cordova Municipal Code; (iv) intentional and willful misconduct which the Council reasonably believes reflects adversely on MANAGER's position as City Manager, including but not limited to, dishonesty, fraud, embezzlement, substance abuse, and criminal misconduct; or (v) any other acts or omissions of MANAGER which constitute "cause" under Alaska law.

5. Compensation. City agrees to pay MANAGER for her services an annualized salary of One Hundred Twenty Thousand Dollars (\$120,000.00) payable in near-equal installments in the same manner and schedule as other employees of City. All compensation paid to MANAGER shall be subject to required employment deductions, taxes and contributions. This salary amount shall be effective for the term of the Agreement, subject to annual review by the City Council. MANAGER shall receive any and all salary increases, such as COLA adjustments, given to all other exempt employees of City during the term of this Agreement.
6. Exempt Position. MANAGER acknowledges that the position of City Manager is exempt from the overtime requirements of state and federal minimum wage and overtime laws, and as such MANAGER is expected to work whatever hours are necessary to accomplish the goals and requirements of the position. The customary work week at Cordova for full time, exempt employees is Monday through Friday from 8:00 a.m. to 5:00 p.m. However, MANAGER acknowledges that the specified work hours and work week may differ depending on the needs of City, and that MANAGER may frequently be required to work beyond the confines of the regular work week and work hours. Time sheets shall be submitted to the Mayor or her designee for signature in accordance with the schedule utilized for other non-elected, non-collectively bargained employees.
7. Recruitment Bonus. MANAGER shall receive a recruitment bonus of \$10,000 with her first paycheck and will not receive reimbursement for any personal relocation expenses.
8. Benefits. MANAGER shall be entitled to participate in City-sponsored health and life insurance benefits on the same basis as other full-time regular employees of City, subject to City's right to amend or terminate such benefits at any time.
9. Retirement Benefits. Manager shall be enrolled in the Alaska Public Employees Retirement System (PERS) during the term of this Agreement, so long as the City participates in the System.

10. Paid Time Off.

- (a) Holidays – MANAGER shall receive regular pay for recognized holidays specified in the Cordova Municipal Code.
- (b) Annual Leave – MANAGER shall accrue annual leave at a rate of 12 hours per month. As of the effective date of this Agreement, MANAGER shall begin with a one-time leave bank contribution of 80 hours. Annual leave may be carried over from year to year. Annual leave accumulated in excess of 240 hours shall be forfeited on December 31 of each year. All accrued annual leave shall be cashed out upon separation, subject to the limitations of Section 9 hereof. Annual leave must be requested two weeks in advance. Requests for annual leave shall be submitted to the Mayor or City Council at any of its regularly scheduled twice-monthly meetings.
- (c) Medical Leave – MANAGER shall accrue medical leave at a rate of 15 days per year. Medical leave shall be carried over from year to year. Fifty percent (50%) of MANAGER's accrued medical leave shall be cashed out upon separation on favorable terms up to a maximum of 520 hours, subject to the limitations of Section 9 hereof. For an absence due to sudden illness or other unanticipated events, MANAGER shall telephone the Mayor or the designated City Council representative as soon as possible.
- (d) Miscellaneous – Annual and sick leave both accrue during the period of time MANAGER is on a paid leave, but not during leave without pay. Neither annual leave nor sick leave may be advanced.

11. Expenses.

- (a) Cell Phone – City will provide MANAGER with a cell phone for ease of contact of MANAGER during non-traditional work hours and particularly for use where the work of City requires travel outside of City, subject to City policy and public recordkeeping requirements.
- (b) Laptop Computer – City will provide MANAGER with a laptop or other portable computing device. All such devices shall be used by MANAGER for the sole and exclusive purpose of conducting official business and maintaining the operations of City. Use of all such devices is subject to City's policies regarding computer and internet use.
- (c) Vehicle Use – City shall provide MANAGER with an automobile for City business. The automobile may be used by other City employees from time to time when not being used by MANAGER.
- (d) Professional Dues – City shall pay for professional dues for ICMA membership, and other subscriptions or dues for participation in national, regional, state, and local associations and organizations for MANAGER's

continued professional growth and advancement, as may be approved by the Council.

- (e) Travel – MANAGER shall be reimbursed for travel to out of town meetings or professional development as authorized by the City Council in the budget for each fiscal year or as approved in advance by the City Council, subject to City's expense documentation and reimbursement practices.
- 12. Confidentiality. MANAGER recognizes that the City Manager will receive and have access to information of a confidential nature. MANAGER agrees any confidential information obtained as a result of the City Manager position will be maintained as confidential to the extent authorized by law.
- 13. Indemnification. City shall indemnify, hold harmless and defend MANAGER against all claims and liability which may result from any claim, action or suit by any person based upon alleged injury to or death of a person or alleged loss of or damage to property that may occur or that may be alleged to have been caused by MANAGER acting in the course and scope of performing her official duties during the duration of her employment with City under this Agreement; provided, however, that City shall not be obliged to indemnify, hold harmless or defend MANAGER against any such claim or liability arising out of or resulting from acts or omissions which, in the sole judgment of City, constitute dishonesty, fraud, or criminal misconduct. It is the intention of the parties that MANAGER shall be covered under the applicable City public officials' liability policy. The provisions of this Paragraph 12 shall survive the termination, expiration or other end of this Agreement and/or the MANAGER's employment with City.
- 14. Conflict of Interest. MANAGER will be fair and impartial in all dealings and will avoid any actions which create a conflict of interest or might reasonably be interpreted as affecting the impartiality of her position as City Manager. MANAGER shall not use her position for the primary purpose of obtaining personal financial gain or financial gain for a spouse, child, mother, father, or business with which MANAGER is associated. MANAGER shall not solicit or receive money for advice or assistance given in the course of her public employment. MANAGER may not represent a client for a fee before the City Council.
- 15. Other Employment. MANAGER acknowledges that he must devote a great deal of time outside normal City office hours to the business of Cordova. MANAGER shall not undertake employment with any person or entity other than Cordova without prior approval of the City Council.
- 16. Performance Evaluation. The City Council shall evaluate the performance of MANAGER no less frequently than annually during the term of this Agreement. The evaluation shall be completed in accordance with written guidelines of expected standards of performance and personal conduct and a written

performance evaluation procedure approved by the City Council prior to each evaluation and provided in advance to MANAGER.

17. Choice of Law; Exclusive Venue. Any controversy or claim arising out of or related to this Agreement or the breach thereof shall be governed by the laws of the State of Alaska, and City, Alaska, and the exclusive forum for any legal proceedings regarding such dispute shall be the Superior Court for the State of Alaska, Third Judicial District at Cordova.
18. Assignment. This Agreement shall not be assignable, in whole or in part, by either Party without the written consent of the other Party.
19. Integration and Modification. Except as otherwise provided herein, this instrument is the entire Agreement and supersedes any previous employment agreement or arrangements. It may be modified only in writing signed by each of the parties.
20. Severability. In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.
21. Waiver. The waiver by either Party of a breach of any of the provisions of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach by a Party.
22. Amendment. This Agreement may be amended in writing by mutual agreement of the Parties.
23. Applicability of City Personnel Regulations. The Cordova Municipal Code and any Personnel Regulations as they may exist from time to time shall govern this Agreement; provided, however, that the provisions of this Agreement shall take precedence in any area specifically addressed by this Agreement when there is a conflict between the Code, Regulations and this Agreement.
24. Employee's Certification. MANAGER hereby certifies that he has received a copy of this Agreement and the Cordova Municipal Code and any applicable employment policies and procedures. MANAGER further certifies that he/she has had the opportunity to be represented by independent counsel in the negotiation of this Agreement, has read the full Agreement, and understands the meaning and legal consequences of this Agreement.
25. Signatures. The Parties agree that a facsimile signature shall have the same force and effect as an original signature. This Agreement may be executed in

counterparts and all counterparts so executed shall constitute one agreement which shall be binding on the Parties.

IN WITNESS WHEREOF, the City Council of the City of Cordova has caused this Agreement to be signed and executed on the City Council's behalf by its Mayor and duly attested by its City Clerk, and _____ has executed this Agreement for and on behalf of herself, on the day and year first written above.

CITY OF CORDOVA

MANAGER

BY: _____
Clay Koplin, Mayor

BY: _____

ATTEST:

BY: _____
Susan Bourgeois, City Clerk



Susan Bourgeois, CMC
City of Cordova
Office of the City Clerk
Cordova, AK 99574
601 First Street * PO Box 1210

Phone: 907.424.6248
Fax: 907.424.6000
Cell: 907.253.6248
E-mail: cityclerk@cityofcordova.net

CITY CLERK'S REPORT TO COUNCIL

October 2, 2019 Regular Council Meeting

Date of Report: Sept 19 – Sept 27, 2019

Clerk's Office needs Council Feedback on:

- School Board & City Council joint work session, tentatively scheduled for 10-09-19 at 6pm at CHS, before School Board's Regular Meeting – I'd like to gauge interest in doing this now, waiting a month, waiting for a new City Manager etc. I will also need agenda items for the work session
- City Clerk will be out of the office October 3, 4, 7 and then planning Christmas away for a couple of weeks (approximately Dec 20 – Jan 6)

Clerk's Office activities:

- Prepared agenda and packet for Work Session, Public Hearing and Regular Meeting of October 2, 2019
- Handled usual vehicle registration renewals
- Discussed pet euthanasia further with Ken Hill, more research to be done
- Lots of planning for City Manager Finalists coming to town on weekend of Sept 26 – 29, staff tours with each candidate, meet and greet with candidates/public and then special council meeting for in-person interviews on Saturday
- Scheduled and reminded negotiating committee of their meeting Thursday September 26, got them copies of old cm contracts, worked with Vice Mayor and Council members on questions for Special Meeting on 9/28/19 CM interviews
- Prepared resolutions 10-19-42 and 10-19-43 for inclusion in tonight's packet
- Council/Mayor/Vice-Mayor/Negotiating Committee correspondence, emails, phone calls, scheduling, etc.
- Analyzed 2019 ytd Clerk, Council, Mayor budgets then, completed first draft Clerk, Council, Mayor 2020 budgets and Clerk budget narrative
- Deputy Clerk preparing the 2020 property tax roll, entering changes made by assessors
- Deputy Clerk assisting with meet and greet, council special meetings, interviews, etc.
- Assisted Mayor with correspondence and report
- Scoured Code, old ordinances, audits, deeds, trying to determine the reason we put land sale proceeds into the permanent fund – results:
 - past practice has been sales go to PF, lease payments to GF, but it isn't in charter or code
- Worked on board & commission application and ad for vacancies – should be out this week

TO: Mayor and Cordova City Council
FM: Charles K. Weaverling
RE: Cordova Comprehensive Plan/Proposed Crater Lake hydro project

13 Sept 19

Dear Mr. Mayor and members of the Cordova City Council,

Please remove the proposed Crater Lake Dam project from the Comprehensive plan. The project has yet to be approved by the CEC Board of Directors, and there are serious concerns surrounding this particular proposal in that it has significant risk to life and property.

I support and commend the City Council and CEC Board and it's staff in it's efforts to promote sustainable power generation and diminish our use of diesel, but think the location of this particular project presents a credible hazard.

Certainly there are pros and cons to every location, and trade-offs that must be weighed and evaluated. Ecological, biological, aesthetic, and many other changes will occur and need to be considered carefully before moving forward.

Risk is also a concern, and though there is risk and trade-offs in every location, the question is "how much is acceptable?"

Though I've not seen or evaluated the depth of research material the board has generated in the information gathering phase preliminary to construction, I have made a few lay observations that seriously concern me:

Water flows downhill. The outflow from Crater Lake follows the low contours along Crater Creek, and passes the home of Steve and Wendy Ranney, and the main lodging at Orca by only a few yards.

Entropy is real. Once constructed, things begin to deteriorate. The dam and the pipe carrying water to the powerhouse will not last forever.

Stuff happens. One of "Peter's Principles" is "If something *can* go wrong, it *will* go wrong, it's just a matter of time." Earthquakes, erosion, shifting faults, avalanches, falling trees, and other variables all have the potential to damage or destroy the dam and water pipeline.

A dam probably wouldn't be considered prudent if it were sited above a town with a lot of residents, or above a hospital, school, or housing tract. And though siting it above just one house and a seasonal hotel certainly a lesser degree of risk, it is still a risk, and how much risk should (or can) be assumed when it comes to life and property?

Thank you for your consideration.

Sincerely,



Charles K. Weaverling

CITY OF CORDOVA



September 18, 2019

To Whom It May Concern

RE: Alaska Marine Highway System Mismanagement Impacts on Cordova, Alaska, and the United States

Dear Sirs and Madams:

The future sustainability of the Alaska Marine Highway System (AMHS) is best achieved by reducing operating costs, growing revenues, and improving customer experience. We grow weary of repeating this admonition. Nearly every legislature and administration have collectively violated this basic service model to varying degrees. None have failed as completely as the current administration or caused as much harm to the strong and growing economy of Cordova, Alaska and coastal Alaskan communities like her.

By suspending ferry service in Prince William Sound (PWS) for over seven consecutive months spanning from September 19, 2019 to May 15, 2020, costs are partially reduced, but revenues and service are driven to zero; a collision course with disaster. Limited response to Cordova's efforts to advise and participate in an improved business model can only be interpreted as intentional destruction of the AMHS.

For the community of Cordova, this compromises the world-class seafood catching and processing business which threatens the economy and food security of our state and nation. Seafood is the 5th largest trade imbalance in the U.S., which imports 90% of her seafood and suffered a \$15 Billion trade imbalance last year alone. Cordova has spent decades building over \$1 Billion of infrastructure including the largest commercial fishing fleet in Alaska representing 750 small, independent business owners, hundreds of millions of dollars of private sector investments in seafood processing plants and shipping facilities, and community water and energy expansions. The AMHS is a key link that helps improve the economics of all of these ventures including the 350 plus PWS fishermen who live on the Alaska road system in communities like Wasilla (120), Homer (100), Anchorage (100) and others to get their families, boats, vehicles, and equipment back and forth to Cordova in the October and April and intervening timeframes. Copper River Seafoods, an Anchorage-based seafood processor that relies heavily on PWS fish, employs over 250 and has spent as much as \$1.4 Million in ferry fares in a single year when schedules were reliably consistent. Cordova is in jeopardy of slipping from the 11th largest seafood catching and processing port in the U.S. with an annual ex-vessel catch value of \$95,000,000 to 26th where it ranked a decade ago. This at a time when City of Cordova port and harbor improvements and the newly developing fisheries and shellfish farms are positioned to move Cordova into the top 5 US seafood ports within 10 years to grow domestic strength.

We urgently request the immediate partnership and support of Cordova's internal and external business partners, peer communities, Federal delegation and partners, and, most importantly, the State of Alaska's Governor and AMHS management staff to support immediate reversal of this destructive and irresponsible closure of Cordova's primary transportation mode this winter.

Respectfully,

Clay Koplin
Mayor of Cordova

**COPPER RIVER
PRINCE WILLIAM SOUND
MARKETING ASSOCIATION**

A Regional Seafood Development Association
PO Box 199 Cordova, AK 99574 || 907-424-3459

September 18, 2019

Mayor Clay Koplin
Cordova City Council Members
PO Box 1210
Cordova, AK 99574

Dear Mayor Koplin and members of Cordova City Council,

A permit application is currently under review and a public comment period is open regarding oil and gas exploration in the Gulf of Alaska. The Copper River and Bering River districts are valuable active commercial fishing areas for approximately 540 salmon drift gillnet fishermen. This commercial fleet plays an integral role in the economy of Cordova.

The Copper River Prince William Sound Marketing Association is concerned with the draft Gulf of Alaska Oil and Gas Exploration Best Interest Finding, released by the Alaska Department of Natural Resources, Division of Oil and Gas. CR/PWSMA opposes oil and gas exploration in the current area under review.

- Offshore drilling platforms within the Bering River district would impede access to rich salmon fishing areas. Loss of access will result in loss of value of the overall salmon drift gillnet harvest and in turn loss to the economy of the community of Cordova.
- Seismic testing is known to impact salmonids with detrimental effect. The eastern Copper River district, Controller Bay, Bering and Katalla Rivers all present a complex system of Coho salmon spawning and rearing habitat.
- There are no Geographic Response Strategies for Katalla and Controller Bay. The Prince William Sound Subarea Contingency Plan does not include the Copper River Delta and Flats addendum. Oil spill response and recovery within the License Area would be extremely difficult and hampered by extreme weather, remote access, and tidal and current action.

At this time, CR/PWSMA supports the draft resolution submitted by Copper River Watershed Project and encourages Cordova City Council to adopt said resolution.

Sincerely,



Christa Hoover
Executive Director

Susan Bourgeois

From: James Burton <james.burton@ymail.com>
Sent: Monday, September 23, 2019 4:50 PM
To: Susan Bourgeois
Subject: City Manager spending authority

Hi Susan,

Please send this to Council and the Mayor as correspondence:

Hi All,

Long time, no speak! Retirement has been treating me well ;)

All kidding aside, as you enter the final phase in selecting a new city manager I urge you to reduce the spending authority of the Manager position to \$10,000 without council approval. As some of you recall, and some have been told, the CM spending authority was raised during the construction of the Cordova Center to 25K so that we weren't reviewing dozens of bills and/or holding special meetings to approve expenditures.

The need for a spending limit of 25K has passed, and as you try to reign in the finances of the City of Cordova, I think an obvious step is curtailing all spending over 10k without council approval. It is a simple move you can make, that I believe will have a positive impact. This was discussed on previous occasions, and if it had been done, the CoC would be in a better financial position today. However, as the saying goes... better late than never. Arguably, now is the best time to deal with this issue with a change in managers.

Thanks,
James



AGENDA ITEM # 15
City Council Meeting Date: 10/2/2019
CITY COUNCIL COMMUNICATION FORM

FROM: City Clerk, Susan Bourgeois
DATE: 9/26/2019
ITEM: Ordinance 1177
NEXT STEP: Council approval, roll call vote on second reading

☒ ORDINANCE
☐ RESOLUTION

☐ MOTION
☐ INFORMATION

I. REQUEST OR ISSUE: At the September 4, 2019 regular meeting Council directed staff to prepare an ordinance to change code so that local bidder preference is 15% instead of the current 5%.

II. RECOMMENDED ACTION / NEXT STEP: Council motion to adopt Ordinance 1177, roll call vote on second reading.

III. FISCAL IMPACTS: The fiscal impact is clear; the City will be required to accept bids that are 15% higher if a local bidder enters such bid. However, what is the benefit to the money staying in town via a local business and locally employed workers. Obviously, Council believes the benefit outweighs the possible 15% increased contract cost.

IV. BACKGROUND INFORMATION: Council gave direction to bring an ordinance before them to increase the local preference to 15%. When Ordinance 809 was approved 21 years ago, in 1998 @ 5%, the minutes do not reveal any discussion of Council having considered other percentages. At first reading on September 18, Council unanimously approved the ordinance.

V. LEGAL ISSUES: vetted through City Attorney, also see attached charter 5-16

VI. CONFLICTS OR ENVIRONMENTAL ISSUES: none noted

VII. SUMMARY AND ALTERNATIVES: City Council can adopt the Ordinance, fail to adopt the ordinance or suggest an alternative. Council may also make amendments on the floor.

**CITY OF CORDOVA, ALASKA
ORDINANCE 1177**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AMENDING CORDOVA MUNICIPAL CODE 5.12.200 BY INCREASING THE LOCAL
BIDDER PREFERENCE FROM 5% TO 15%**

WHEREAS, the City believes it is in the City's best interest to award bids and contracts to Cordova-owned businesses that employ Cordova residents, as often as possible; and

WHEREAS, the more money spent locally, the healthier the overall City economy will be; and

WHEREAS, the City enacted a 5% local bidder preference via Ordinance 809 in 1998, but now believes there is more benefit to keeping money local than can be accounted for by only a 5% differential and, therefore, seeks to raise the local bidder preference in order to continue to support and foster local businesses.

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

Section 1. Cordova City Code 5.12.200 Local bidder preference, is amended as follows:

5.12.200 - Local bidder preference.

All evaluations of bids or proposals based on price shall be made after a local bidder preference of ~~five~~ **fifteen** percent has been applied. In this section, "local bidder" means a person who:

- A. Holds a current city business license;
- B. Submits a bid or proposal for supplies, services or construction under the name that appears on the person's current city business license;
- C. Has maintained a place of business within the city staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid;
- D. Is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, or is a partnership and all partners are residents of the state; and
- E. If a joint venture, is composed entirely of ventures that qualify under subsections A through D of this section.

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

1st reading: 09-18-2019 2nd reading and public hearing: 10-02-2019

PASSED AND APPROVED THIS 2nd DAY OF OCTOBER 2019

Clay R. Koplin, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

[Deleted text is ~~stricken through~~; added text is **bold and underlined**]

Section 5-16. - Purchase and sales.

The city manager, subject to any regulations which the council may prescribe, shall contract for and purchase, or issue purchase authorizations for, all supplies, materials and equipment for the offices, departments and agencies of the city government. Every such contract or purchase exceeding an amount to be established by ordinance, shall require the prior approval of the council. The city manager also may transfer to and between offices, departments and agencies, or sell, surplus or obsolete supplies, materials and equipment, subject to such regulations as the council may prescribe.

Before the purchase of, or contract for, any supplies, materials or equipment, or the sale of any surplus or obsolete supplies, materials or equipment, ample opportunity for competitive bidding, under such regulations, and with such exceptions, as the council may prescribe, shall be given; but the council shall not except a particular contract, purchase or sale from the requirement of competitive bidding.

The council by ordinance may transfer some or all of the power granted to the city manager by this section to an administrative officer appointed by the city manager.

(Amended by Resolution 5-95-56, approved by the voters on July 19, 1995).



AGENDA ITEM 16
City Council Meeting Date: 10/2/19
CITY COUNCIL COMMUNICATION FORM

FROM: Samantha Greenwood, Public Works Director
DATE: 9/25/19
ITEM: Resolution 10-19-41
NEXT STEP: Council adopts Resolution 10-19-41

☐ ORDINANCE
☐ MOTION

☒ RESOLUTION
☐ INFORMATION

- I. REQUEST OR ISSUE:** Amend the FY19 adopted budget by \$130,970 to purchase a Midi-Excavator.
- II. RECOMMENDED ACTION / NEXT STEP:** Approve resolution
- III. FISCAL IMPACTS:** See resolution for specific line item impacts.
- IV. BACKGROUND INFORMATION:** See memo on approval of purchase of Midi-Excavator.

**CITY OF CORDOVA, ALASKA
RESOLUTION 10-19-41**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA,
ALASKA, AUTHORIZING AN AMENDMENT TO THE FY19 BUDGET IN THE
AMOUNT OF \$130,970 TO PURCHASE A MIDI-EXCAVATOR**

WHEREAS, the City Council of the City of Cordova, Alaska has adopted the City Operating Budget and appropriated funds for FY19 for the period of January 1, 2019 to December 31, 2019; and

WHEREAS, the Water and Sewer Department Funds have cash reserves available for purchases, which are neither encumbered nor expected to be spent by year end; and

WHEREAS, each fund will contribute \$65,485 towards the total purchase price of \$130,970 for a Midi-Excavator; and

WHEREAS, funding shall be appropriated in the following amounts to the following line items:

Account	Current	Proposed	Adjustment	Description
503-390-49998	\$0	\$65,485	\$65,485	Transfer from Reserves
503-401-55010	\$50,874	\$116,359	\$65,485	Equipment & Furnishings
703-397-41095	\$0	\$65,485	\$65,485	Reserve Funds-Budgeted
703-901-57360	\$0	\$65,485	\$65,485	Transfer to Sewer Fund
504-390-49998	\$0	\$65,485	\$65,485	Transfer from Reserves
504-402-55010	\$17,648	\$83,169	\$65,485	Equipment & Furnishings
704-397-41095	\$0	\$65,485	\$65,485	Reserve Funds-Budgeted
704-901-57360	\$0	\$65,485	\$65,485	Transfer to Water Fund

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Cordova, Alaska, authorizes an amendment of the FY19 Budget in the amount of \$130,970 for the purchase of a Midi-Excavator.

PASSED AND APPROVED THIS 2nd DAY OF OCTOBER 2019

Clay R. Koplin, Mayor

Attest:

Susan Bourgeois, CMC, City Clerk



AGENDA ITEM 17
City Council Meeting Date: 10/2/2019
CITY COUNCIL COMMUNICATION FORM

FROM: Susan Bourgeois, City Clerk
DATE: 9/26/2019
ITEM: Resolution 10-19-42 approving a sole source contract for federal lobbying
NEXT STEP: Majority voice vote

<input type="checkbox"/>	ORDINANCE	<input checked="" type="checkbox"/> RESOLUTION
<input type="checkbox"/>	MOTION	<input type="checkbox"/> INFORMATION

I. REQUEST OR ISSUE: Council has been discussing contracting with a federal lobbyist for several months. Mayor Koplin conferred with legal counsel and opted to use a sole source contract instead of an RFP for a federal lobbyist specifically because the chosen firm handles lobbying for many other coastal Alaskan towns and therefore, is practiced and extremely well-versed concerning fishing/waterfront infrastructure and coastal Alaskan topics.

II. RECOMMENDED ACTION / NEXT STEP: Council motion to approve Resolution 10-19-42

III. FISCAL IMPACTS: \$3,750 per month, note though, that the contract can be canceled at any time upon 30 days written notice, approval tonight requires \$7,500 from the 2019 budget and Council should then be aware that \$45,000 will be entered in the first 2020 budget draft.

IV. BACKGROUND INFORMATION: Currently we have a BUILD grant application in, and it would be helpful to have a firm looking over that evaluation process closely. There are and will be other infrastructure programs that could work for Cordova's needs and having lobbyists in Washington, DC working on our behalf could prove extremely helpful. Per the attached engagement letter the firm would also explore issues that are of interest to the City of Cordova such as fisheries laws being considered or disaster relief funding, natural resource concerns to Cordova (perhaps Secure Rural Schools reauthorization efforts) and Alaska Native (Native American) issues and concerns.

V. LEGAL ISSUES: Attorney has given input and agreement to proceed with a sole source contact, via Manager signature on the engagement letter.

VI. SUMMARY AND ALTERNATIVES: Council can approve the resolution or direct staff in another way

**CITY OF CORDOVA, ALASKA
RESOLUTION 10-19-42**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING THE CITY MANAGER TO ENTER INTO A SOLE SOURCE CONTRACT
WITH ROBERTSON, MONAGLE & EASTAUGH FOR FEDERAL LOBBYING SERVICES IN
THE AMOUNT OF \$3,750 PER MONTH**

WHEREAS, the City of Cordova has named Port and Harbor Renovations as its highest Capital Improvement priority for several years; and

WHEREAS, the City of Cordova is seeking both Federal and State grants to help accomplish that top priority; and

WHEREAS, the US Department of Transportation BUILD grant was completed in September 2019; and

WHEREAS, in researching other coastal Alaskan communities that have been awarded this or similar federal grants to completely renovate and rebuild their aging harbor infrastructure, it became evident that communities that were successful in being awarded these grants were communities that contracted with Federal lobbyists to assist; and

WHEREAS, Brad Gilman and Sebastian O'Kelly of the law firm Robertson, Monagle & Eastaugh, were two names that were mentioned repeatedly as some of the most knowledgeable lobbyists concerning federal Harbor Infrastructure programs; and

WHEREAS, approval of this contract does comply with Cordova Municipal Code 5.12.150 sole source procurements, specifically A.5.

5.12.150 - Sole source procurements.

A. The city may procure supplies, services or construction without competition where the city manager determines in writing that one of the following circumstances applies:

1. Supplies, services or construction that reasonably meet the city's requirements are available from only one vendor;
2. The supplies, services or construction have a uniform price wherever purchased;
3. The supplies, services or construction may be purchased from or through another governmental unit at a price lower than that obtainable from private vendors;
4. The price of the supplies, services or construction is fixed by a regulatory authority; or
5. The contract is for professional services that the council by resolution determines to procure without formal competition.

B. The award of any contract under this section shall be subject to prior council approval in accordance with [Section 5.12.040](#); and

WHEREAS, per Cordova Municipal Code 5.12.040 – Council approval of contracts, City Council does now by this resolution authorize approval of this contract as follows:

- a. identity of contractor: Robertson, Monagle & Eastaugh
- b. contract price: \$3750/month
- c. nature and quantity of the performance that the city shall receive under the contract: letter of engagement attached hereto
- d. the time for performance under the contract: one year

NOW, THERFORE, BE IT RESOLVED that the City Council of the City of Cordova, Alaska hereby authorizes the City Manager to enter into a contract with Robertson, Monagle & Eastaugh for federal lobbying services in the amount of \$3750/month.

PASSED AND APPROVED THIS 2nd DAY OF OCTOBER 2019

Clay R. Koplin, Mayor

Attest:

Susan Bourgeois, CMC, City Clerk

DRAFT

ROBERTSON MONAGLE & EASTAUGH
A Professional Corporation
1810 Samuel Morse Dr., Suite 202
RESTON, VA 20190
PHONE: 571 313 1792
FAX: 571 313 1973

September 25, 2019

The Honorable Clay Koplin
Mayor
City of Cordova
PO Box 1210
601 1st St
Cordova, Alaska 99574

Dear Mayor Koplin:

This letter sets forth the terms between the City of Cordova (the “City”) and Robertson, Monagle & Eastaugh PC (the “Firm”) for Federal representation in Washington, D.C., as follows—

- The term of this agreement is for a 12-month period (effective November 1, 2019). The City may cancel the agreement at any time during that 12-month period upon thirty days written notice to the Firm.
- The City defines its Federal agenda, which is communicated to the Firm by a designated City official(s). The City has authority to add, drop or change projects or issues to the Firm’s workload at any time during the calendar year.
- Our understanding is that the City seeking the Firm’s assistance in expanding its harbor and developing its waterfront and shoreside infrastructure. We will work closely with City officials to advocate for an Army Corps of Engineers authorization and funding for any project features (breakwater or wave barrier construction or extension, dredging of general navigation features) that meet Corps eligibility criteria. We will also assist in securing funding for the other elements of the project with other Federal transportation and economic development programs, including the Dept of Transportation’s BUILD, INFRA, TIFIA loans, or Port Infrastructure Development Grants Programs. This effort will include working with the relevant Federal agencies – both within the State and in Washington, DC – as well as informing and seeking support from Alaska’s Congressional Delegation.
- The scope of work also includes other Federal issues that the City may wish us to serve as an advocate for its interests. Such work might include, for

example, fisheries issues such as reauthorization of the Magnuson-Stevens, amendments to Marine Mammal Protection Act, or securing Federal fisheries disaster relief. We have a long history on fisheries matters, as well as maritime, energy and natural resource development, Native American, and other public infrastructure issues important to Alaska's coastal communities. We can engage on any of these issues at the City's request and will track and report on them regularly (see below).

- The Firm shall provide regular communications to the City on issues related to the Federal agenda. This includes quarterly written reports which discusses the Firm's work on the Federal agenda, as well information on other Federal developments affecting Alaska and its coastal communities. Communication will also be less formal through normal business communications (phone, conference calls, email, PDFs, etc). One of us will travel to Cordova annually or biennially, typically in the summer, at the Firm's expense to discuss our work in person. These visits can include formal presentations before the Council at its meetings if that is the City's preference.
- For any Washington, DC visits by City officials to advocate for its Federal agenda, we will advise on timing, schedule meetings with appropriate Federal and Congressional officials, prepare memoranda and background materials, and attend the meetings. Most of our community clients make DC visits annually or biennially. We encourage such visitation, but it is not required.
- The Firm agrees to collaborate with other lobbying firms, law firms, or consultants, associations, businesses, municipal and regional groups as directed by the City. To the extent the City desires collaboration on a specific issue, the Firm will meet with the collaborating entity to develop a strategy and specific work assignments and provide those to the City for approval.
- The parties to this Agreement understand that the Firm has existing Alaska municipal, borough and fisheries clients. Although an unlikely occurrence, if there is a conflict of interest between the City and another Firm client, we will be transparent in disclosing that conflict and will work with the City and the other client to either negotiate the conflict or recuse ourselves from that particular issue.
- The Firm submits an invoice at the end of each month which shall be due and payable by the City within thirty days of receipt.
- The proposed retainer is \$3,750 per month. The Firm covers all local and administrative costs within this retainer. The costs of Firm travel outside of the D.C. area requested by the City are extra and are added to the following month's invoice (this does not include the annual/biennial visit mentioned above). Any such outside travel at the City's expense must be requested and approved in advance by the City. Travel to Washington, DC by City officials to advocate for the Federal agenda will be at the City's expense.

We very much appreciate the opportunity to serve the City of Cordova before the U.S. Federal Government and the Congress.

Sincerely,

Brad Gilman & Sebastian O'Kelly

Approved by:

5.12.150 - Sole source procurements.

A. The city may procure supplies, services or construction without competition where the city manager determines in writing that one of the following circumstances applies:

1. Supplies, services or construction that reasonably meet the city's requirements are available from only one vendor;
2. The supplies, services or construction have a uniform price wherever purchased;
3. The supplies, services or construction may be purchased from or through another governmental unit at a price lower than that obtainable from private vendors;
4. The price of the supplies, services or construction is fixed by a regulatory authority; or
5. The contract is for professional services that the council by resolution determines to procure without formal competition.

B. The award of any contract under this section shall be subject to prior council approval in accordance with [Section 5.12.040](#).

(Ord. 809 (part), 1998).

5.12.040 - Council approval of contracts.

No contract for supplies, services or construction which obligates the city to pay more than 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;
- B. The contract price;
- C. The nature and quantity of the performance that the city shall receive under the contract; and
- D. The time for performance under the contract.

(Ord. 1019 § 1, 2008: Ord. 874, 2000: Ord. 809 (part), 1998).

(Ord. No. 1093, § 1, 1-4-2012)



AGENDA ITEM 18
City Council Meeting Date: 10/2/2019
CITY COUNCIL COMMUNICATION FORM

FROM: Susan Bourgeois, City Clerk
DATE: 9/26/2019
ITEM: Resolution 10-19-43 supporting NVE's Shepard Point OSR Facility Project
NEXT STEP: Majority voice vote

<input type="checkbox"/>	ORDINANCE	<input checked="" type="checkbox"/> RESOLUTION
<input type="checkbox"/>	MOTION	<input type="checkbox"/> INFORMATION

I. REQUEST OR ISSUE: Mayor Koplin received a request from Sean O'Brien, Capital Projects Director for the Native Village of Eyak, for a letter of support as he is seeking funding for a Department of Defense program. Mayor Koplin thought a resolution from Council would be more appropriate.

II. RECOMMENDED ACTION / NEXT STEP: Council motion to approve Resolution 10-19-43

III. FISCAL IMPACTS: none

IV. BACKGROUND INFORMATION: Over the years there have been several Council resolutions supporting the Shepard point oil spill response facility project, so I used portions of that as well as portions of a draft letter that Sean had sent to Mayor Koplin to write the resolution.

V. LEGAL ISSUES: none at this time

VI. SUMMARY AND ALTERNATIVES: Council can approve the resolution or direct staff in another way

**CITY OF CORDOVA, ALASKA
RESOLUTION 10-19-43**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
SUPPORTING THE NATIVE VILLAGE OF EYAK'S SHEPARD POINT OIL SPILL
RESPONSE FACILITY PROJECT IN ATTAINING MILITARY ASSISTANCE VIA THE
INNOVATIVE READINESS TRAINING PROGRAM**

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

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

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

WHEREAS, Cordova's local economy is such that the majority of residents have some connection to the commercial or sport fishing industries and therefore, enhanced oil spill response capabilities would serve the City of Cordova by protecting citizens' livelihoods and the ecosystems they depend on from future oil spills; and

WHEREAS, the proposed project also enables the Native Village of Eyak the means to protect the culture and way of life that has been previously threatened by the Exxon Valdez oil spill and the corresponding environmental impacts that ensued after the spill; and

WHEREAS, the City economy would benefit from the construction of and then subsequent operation and maintenance of the Shepard Point Oil Spill Response Facility and access road based on the short-term and long-term job opportunities it would make available to businesses and residents; and

WHEREAS, an ancillary benefit to the Shepard Point Oil Spill Response Facility access road would be the dependable access it would afford Cordova Electric Cooperative to their Humpback Creek Hydroelectric Facility which could in turn reduce the energy costs for Cordova's businesses and residents.

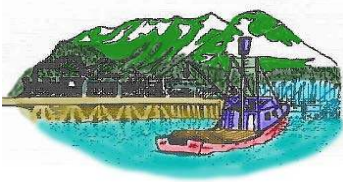
NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby supports the Native Village of Eyak's Shepard Point Oil Spill Response Facility Project and encourages military support via the Innovative Readiness Training program.

PASSED AND APPROVED THIS 2nd DAY OF OCTOBER 2019

Clay R. Koplin, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk



City Council of the City of Cordova, Alaska

Pending Agenda October 2, 2019 Regular Council Meeting

A. Future agenda items - topics put on PA with no specific date

- 1) Harbor expansion Town Hall type meeting - public input
- 2) Strategic Planning - revisit plan - schedule the next work session for this
- 3) Resolution 12-18-36 re E-911, will be back when a plan has been made, referred 12/19/18
- 4) Work Session w/ ADF&G re fisheries management decisions and their economic impact to Cordova
- 5) Joint work session with Harbor Commission on Waterfront Development - **after Jan 1, 2020**
- 6) Renewal of health care plan including subsidiary contracts and all amendments to date
- 7) Joint work session with School Board - **October 9, 6pm @ CHS** - what items interest Council?
- 8) Council discussion about Attorney billing/staff attorney use guidelines - **fall 2019**
- 9) Council/board training with City Attorney - **fall/winter 2019/2020?**
- 10) Investment firms - UBS - switch to their "Institutional Consulting" group? Bring this up after **Jan 2020**
- 11) First Alaskans return trip (offer) to provide Tribal Government training to Council/Cordova
- 12) City Clerk evaluation - **February 2020**
- 13) Discussion after **Jan 1, 2020** about PF/GF where land sale proceeds go

B. Upcoming Meetings, agenda items and/or events:

- 1) Capital Priorities List and Resolution to come before Council quarterly:

12/4/2019	3/4/2020	6/17/2020	9/2/2020
------------------	-----------------	------------------	-----------------
- 2) Staff quarterly reports will be in the following packets:

10/16/2019	1/15/2020	4/15/2020	7/15/2020
-------------------	------------------	------------------	------------------
- 3) Joint City Council and School Board Meetings - twice per year, October & April
 6pm @ CHS before Sch Bd mtg **10/9/2019** 6pm before Council Mtg @ CC **4/1/2020**
- 3) Alaska Municipal League fall conference including training **November 18-22**
<http://www.akml.org/conferences/> let Clerk know if interested in attending
- 4) Final Comprehensive Plan should be ready for Council approval in **October 2019**
 comment on the Comp Plan **extended** through **Sept 13, 2019** <http://cordovacomplan.com/>
- 5) City Manager finalists to town, Meet & Greet **Fri Sept 27** Special Meeting Interviews **Sat Sept 28**

C.

Clear direction should be given to Clerk/Manager on any proposed agenda item including who is being tasked / what the action will be / when it will be on an agenda

item for action	tasking which staff	proposed date
-----------------	---------------------	---------------

1) ...

2) ...

3) ...

Mayor Koplin or the City Manager can either agree to such an item and that will automatically place it on an agenda, or a second Council member can concur with the sponsoring Council member.



City Council of the City of Cordova, Alaska

Pending Agenda October 2, 2019 Regular Council Meeting

D. Membership of existing advisory committees of Council formed by resolution:

- 1) Fisheries Advisory Committee:**
 authorizing resolution 04-03-45
 approved Apr 16, 2003
 Mayor Koplin is currently contacting existing members and hopes to have new appointments for Council concurrence soon

1-Torie Baker, chair (Marine Adv Prgm)	2-Jeremy Botz (ADF&G)
3-Tim Joyce (PWSAC)	4-Jim Holley (AML)
5-Chelsea Haisman (fisherman)	6-Tommy Sheridan (processor)

- 2) Cordova Trails Committee:**
 re-auth res 11-18-29 app 11/7/18
 auth res 11-09-65 app 12/2/09

1-Elizabeth Senear	2-Toni Godes
3-Dave Zastrow	4-Ryan Schuetze
5-Wendy Ranney	6-Michelle Hahn

- 3) Fisheries Development Committee:**
 authorizing resolution 12-16-43
 approved Dec 23, 2016

1-Warren Chappell	2-Andy Craig	3-Bobby Linville
4-Gus Linville	5-Tommy Sheridan	6-Bob Smith

- 4) Comprehensive Plan Committee:**
 authorizing resolution 10-18-28
 approved Oct 3, 2018

1-Cathy Renfeldt	2-Kristin Carpenter	3-Tom McGann
4-Nancy Bird	5-Brooke Johnson	6-Katrina Hoffman
7-Bret Bradford	8-Dave Zastrow	9-Olivia Carroll
10-	11-	12-

- 5) City Manager Assessment Committee:**
 authorizing resolution 07-19-29
 approved July 3, 2019

1-Bert Adams	2-Christa Hoover	3-Jim Kacsh
4-Dan Logan	5-Cathy Renfeldt	6-Dave Roemhildt
7-Tony Schinella	8-Cathy Sherman	9-
10-		

E. City of Cordova appointed reps to various non-City Boards/Councils/Committees:

- 1) Prince William Sound Regional Citizens Advisory Council**

Robert Beedle	re-appointed June 2018	2 year term until May 2020
	re-appointed March 2016	
	re-appointed March 2014	
	appointed April 2013	

- 2) Prince William Sound Aquaculture Corporation Board of Directors**








Tom Bailer	re-appointed October 2018	3 year term until Sept 2021
	appointed February 2017-filled a vacancy	

- 3) Southeast Conference AMHS Reform Project Steering Committee**

Mike Anderson	appointed April 2016	until completion of project
Sylvia Lange	alternate	

OCTOBER 2019

CALENDAR MONTH **OCTOBER**
 CALENDAR YEAR **2019**
 1ST DAY OF WEEK **SUNDAY**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	1	2	3	4 	5 
SERVS fall training and drills Sep 27 - Oct 4		CHS wrestling practice starts Oct 2 		SERVS fall training and drills Sep 27 - Oct 4		
6	7	8	9	10	11	12
		6:30 P&Z CCAB	5:30 Council work session 6:45 Council pub hrg CCAB 7:00 Council reg mtg CCAB	PWSAC General Board Meeting CCAB 9 am 		
13		15	16	17	18	19
	Indigenous Peoples Day CSD Holiday no school		5:30 CTC Board Meeting		CSD end 1Q 	
20	21	22	23	24	25	26
			6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB		AK Day-City Hall Offices Closed	
27	28	29	30	31	1	2
			6:00 CEC Board Meeting	CSD parent/ teacher conferences 		
3	4					
		6:00 P&R CCM	CSD parent/ teacher conferences	6:00 CCMCAB HCR		

Notes

Legend:
 CCAB-Community Rms A&B
 HSL-High School Library





CCA-Community Rm A
 CCB-Community Rm B
 CCM-Mayor's Conf Rm
 CCER-Education Room

LN-Library Fireplace Nook
 CRG-Copper River Gallery
 HCR-CCMC Conference Room

Cncl - 1st & 3rd Wed
 P&Z - 2nd Tues
 SchBd, Hrb Cms - 2nd Wed
 CTC - 3rd Wed
 P&R - last Tues
 CEC - 4th Wed
 CCMCA Bd - last Thurs

NOVEMBER 2019

CALENDAR MONTH	NOVEMBER
CALENDAR YEAR	2019
1ST DAY OF WEEK	SUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	31	1 CSD inservice CHS Swim Regionals @ Kenai 11/ 1 -11/ 2 	2
3	4	5	6 6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB	7	8	9
10	11 Veterans Day City Hall Closed	12 6:30 P&Z CCAB	13 7:00 Sch Bd HSL 7:00 Harbor Cms CCM	14	15 NVE 26th annual Sobriety Celebration and Memorial Potlatch Nov 15-16 @ CC 	
17	18 AML Conference Nov 18-22 Anchorage 	19	20 5:30 CTC Board Meeting 6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB	21 AML Conference Nov 18-22 Anchorage 	22 CHS VBall Regionals @ CIA 11/ 21-23	23
24	25	26 6:00 P&R CCM	27 6:00 CEC Board Meeting	28 Thanksgiving City Hall & CSD Closed	29 Thanksgiving City Hall & CSD Closed	30
1	2	Notes		6:00 CCMCAB HCR		

Legend:
CCAB-Community Rms A&B
HSL-High School Library

CCA-Community Rm A
CCB-Community Rm B
CCM-Mayor's Conf Rm
CCER-Education Room

LN-Library Fireplace Nook
CRG-Copper River Gallery
HCR-CCMC Conference Room

Cncl - 1st & 3rd Wed
P&Z - 2nd Tues
SchBd, Hrb Cms - 2nd Wed
CTC - 3rd Wed
P&R - last Tues
CEC - 4th Wed
CCMCA Bd - last Thurs

DECEMBER 2019

CALENDAR MONTH	DECEMBER
CALENDAR YEAR	2019
1ST DAY OF WEEK	SUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4 CHS BBall practice starts 12/ 4	5	6	7
8	9	10	11 6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB	12	13 CHS VBall State @ Dimond 12/ 5-7	14
15	16	17 6:30 P&Z CCAB	18 7:00 Sch Bd HSL 7:00 Harbor Cms CCM 5:30 CTC Board Meeting 6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB	19	20 CSD end of 2Q	21 CHS Wrestling Conference 12/ 13, 14 winter solstice
22	23	24	25 Christmas City Hall & CSD Closed	26	27	28 winter break
29	30 CSD Winter Break 12/ 23-1/ 6	31	1 6:00 CEC Board Meeting	2 6:00 CCMCAB HCR	3 CSD Winter Break 12/ 23-1/ 6	4
5	6 CSD Winter Break 12/ 23-1/ 6	Notes	7 I ♥ Winter Break!	8 CSD Winter Break 12/ 23-1/ 6	9	10

Notes

Legend:
CCAB-Community Rms A&B
HSL-High School Library

CCA-Community Rm A
CCB-Community Rm B
CCM-Mayor's Conf Rm
CCER-Education Room

LN-Library Fireplace Nook
CRG-Copper River Gallery
HCR-CCMC Conference Room

Cncl - 1st & 3rd Wed
P&Z - 2nd Tues
SchBd, Hrb Cms - 2nd Wed
CTC - 3rd Wed
P&R - last Tues
CEC - 4th Wed
CCMCA Bd - last Thurs

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:	Clay Koplin	March 5, 2019	March-22
3 years	Mayor@cityofcordova.net	March 1, 2016	
Council members:			
Seat A:	Tom Bailer	March 5, 2019	March-22
3 years	CouncilSeatA@cityofcordova.net		
Seat B:	Kenneth Jones	March 7, 2017	March-20
3 years	CouncilSeatB@cityofcordova.net		
Seat C:	Jeff Guard	March 7, 2017	March-20
3 years	CouncilSeatC@cityofcordova.net		
Seat D:	Melina Meyer, Vice Mayor	March 6, 2018	March-21
3 years	CouncilSeatD@cityofcordova.net		
Seat E:	Anne Schaefer <small>elected by cncl</small>	March 6, 2018	March-21
3 years	CouncilSeatE@cityofcordova.net	December 6, 2017	
Seat F:	David Allison	March 5, 2019	March-22
3 years	CouncilSeatF@cityofcordova.net	March 1, 2016	
Seat G:	David Glasen	March 5, 2019	March-22
3 years	CouncilSeatG@cityofcordova.net		

Cordova School District School Board - Elected

length of term		Date Elected	Term Expires
3 years	Barb Jewell, President	March 5, 2019	March-22
	bjewell@cordovasd.org	March 1, 2016	
		March 5, 2013	
3 years	Bret Bradford bbradford@cordovasd.org	March 6, 2018	March-21
		March 3, 2015	
3 years	Tammy Altermott	March 5, 2019	March-22
	taltermott@cordovasd.org	March 1, 2016	
		March 5, 2013	
3 years	Peter Hoepfner	March 6, 2018	March-21
	phoepfner@cordovasd.org	March 3, 2015	
		March 6, 2012	
		March 3, 2009	
		March 7, 2006	
3 years	Sheryl Glasen	March 7, 2017	March-20
	saglasen@cordovasd.org	March 4, 2014	

Vacant (appointed, non-voting)

City Council Rep

seat up for re-election in 2020	vacant
board/commission chair	
seat up for re-appt in Nov 19	

City of Cordova, Alaska Elected Officials & Appointed Members of City Boards and Commissions

CCMC Authority - Board of Directors - Elected

length of term			Date Elected	Term Expires
3 years	Kristin Carpenter		March 7, 2017	March-20
3 years	Greg Meyer, Chair		March 5, 2019 July 19, 2018	March-22
3 years	Chris Bolin	elected by board to fill a vacancy due to resignation	August 28, 2019	March-20 March-22
3 years	Linnea Ronnegard		March 6, 2018	March-21
3 years	Gary Graham		March 5, 2019 May 31, 2018	March-21

Library Board - Appointed

length of term			Date Appointed	Term Expires
3 years	Mary Anne Bishop, Chair		November-16 November-13 November-10 November-06	November-19
3 years	Wendy Ranney		November-18 November-15 April-13	November-21
3 years	Sherman Powell		June-18	November-19
3 years	Sarah Trumblee		February-18	November-20
3 years	Krysta Williams		February-18	November-20

Planning and Zoning Commission - Appointed

length of term			Date Appointed	Term Expires
3 years	Nancy Bird		November-16	November-19
3 years	Allen Roemhildt		November-16 January-14	November-19
3 years	Scott Pegau, vice chair		November-17 December-14 December-11	November-20
3 years	John Baenen		November-18 November-15 December-12	November-21
3 years	Tom McGann, chair		November-17 December-14 December-11 April-11	November-20
3 years	Chris Bolin		November-18 September-17	November-21
3 years	Trae Lohse		November-18	November-20

seat up for re-appt in Nov 19

seat up for re-election in 2019

vacant

board/commission chair

City of Cordova, Alaska Elected Officials & Appointed Members of City Boards and Commissions

Harbor Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	Mike Babic	November-17	November-20
3 years	Andy Craig	November-16	November-19
3 years	Max Wiese	November-17 January-14 March-11	November-20
3 years	Ken Jones	November-16 February-13	November-19
3 years	Jacob Betts, Chair	November-18 November-15	November-21

Parks and Recreation Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	Wendy Ranney, Chair	November-18 November-15 August-14	November-21
3 years	Anne Schaefer	November-17	November-20
3 years	Ryan Schuetze	August-18	November-21
3 years	Kirsti Jurica	November-18	November-21
3 years	Marvin VanDenBroek	November-16 February-14	November-19
3 years	Karen Hallquist	November-16 November-13	November-19
3 years	Dave Zastrow	November-17 February-15 September-14	November-20

Historic Preservation Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	Cathy Sherman	August-16	November-19
3 years	Heather Hall	August-16	November-19
3 years	Brooke Johnson	August-16	November-19
3 years	John Wachtel	November-18 August-16	November-21
3 years	Wendy Ranney	November-18	November-21
3 years	Nancy Bird	November-18 November-17	November-21
3 years	Jim Casement, Chair	November-17	November-20

seat up for re-election in 2019

board/commission chair

seat up for re-appt in Nov 19

vacant