

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

**Interim City Manager**  
Donald Moore  
**City Clerk**  
Susan Bourgeois  
**Deputy Clerk**  
Tina Hammer  
**Student Council**  
Sarah Hoepfner  
Gabrielle Brown

**REGULAR COUNCIL MEETING  
MARCH 20, 2013 @ 7:30 PM  
LIBRARY MEETING ROOM**

**AGENDA**

**A. CALL TO ORDER**

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

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

**C. ROLL CALL**

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

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

**E. DISCLOSURES OF CONFLICTS OF INTEREST**

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

1. Guest Speakers – None
2. Audience comments regarding agenda items..... **(3 minutes per speaker)**
3. Chairpersons and Representatives of Boards and Commissions  
(Harbor, HSB, Parks & Rec, P&Z, School Board)
4. Superintendent's Report – no report
5. Student Council Representative's Report

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

6. Resolution 03-13-12..... **(page 1)**  
A resolution of the City Council of the City of Cordova, Alaska, approving the final plat of Tract 1A Ocean Dock Subdivision Addition #2 and Tract 1B Samson Tug and Barge Alaska Tideland Survey #220
7. Resolution 03-13-13..... **(page 4)**  
A resolution of the City Council of the City of Cordova, Alaska, recommending that the Alaska Marine Highway System provide wireless internet on Alaska's ferries to help students stay connected with their teachers while traveling
8. Resolution 03-13-14..... **(page 5)**  
A resolution of the City Council of the City of Cordova, Alaska, appropriating \$253,172.54 from Safe Routes to School grant LU20-11-003 to line item 401-601-59050 for contractual services
9. Record unexcused absence for Bret Bradford from the March 6, 2013 Regular Meeting

**H. APPROVAL OF MINUTES - none**

**I. CONSIDERATION OF BIDS - none**

**J. REPORTS OF OFFICERS**

10. Mayor's Report
11. Manager's Report..... **(page 8)**
12. City Clerk's Report..... **(page 9)**
13. Staff Reports

**K. CORRESPONDENCE**

14. Letter from Mayor to BoF 03-01-13..... **(page 10)**

15. Letter from NVE thanking City for Sobriety donation 01-03-13..... (page 12)  
16. Letter from Mayor to Stevens re Cordova Center Funding 03-06-13..... (page 13)  
17. Letter from Mayor to Austerman re Cordova Center Funding 03-06-13..... (page 14)  
18. Letter from Mayor Kallander to Council and Staff 03-14-13..... (page 15)  
19. Letter from Mayor and Council to BoF 03-15-13..... (page 16)

#### **L. ORDINANCES AND RESOLUTIONS**

20. Ordinance 1107..... (roll call vote)(page 17)

An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code sections 1.04.070, 1.28.085, 16.05.010 and 18.32.010; repealing and reenacting Cordova Municipal Code title 8; and enacting Cordova Municipal Code chapter 14.20 and Cordova Municipal Code sections 1.04.115, 18.32.025 and 18.60.030; regarding health and safety – 2<sup>nd</sup> reading

21. Substitute Ordinance 1108..... (roll call vote)(page 38)

An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova municipal code section 1.28.085; repealing and reenacting Cordova Municipal Code Title 14; and enacting Cordova Municipal Code chapter 8.36; regarding city utilities and related matters – 2<sup>nd</sup> reading

#### **M. UNFINISHED BUSINESS - None**

#### **N. NEW & MISCELLANEOUS BUSINESS**

22. Contract approval with Trinity ERD for Cordova Center window testing..... (voice vote)(page 59)  
23. Contract approval with Siemens, Inc. for CCMC pneumatic controls..... (voice vote)(page 74)  
24. Pending Agenda and Calendar..... (page 85)

#### **O. AUDIENCE PARTICIPATION**

#### **P. COUNCIL COMMENTS**

25. Council Comments

#### **Q. EXECUTIVE SESSION**

26. Cordova Center Finances – Attorney advice

#### **R. ADJOURNMENT**

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

**If you have a disability that makes it difficult to attend city-sponsored functions,  
you may contact 424-6200 for assistance.  
Full City Council agendas and packets available online at [www.cityofcordova.net](http://www.cityofcordova.net)**

# Memorandum

To: Mayor and City Council  
Through: Donald L. Moore, Interim City Manager  
Re: Final Plat Samson Tug and Barge and City of Cordova  
Date: March 13, 2013  
From: Samantha Greenwood, Planner

---

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

File No.: 02-052-304

Requested Action: Approval of Final Plant for Tract 1A Ocean Dock Subdivision  
Addition #2 and Tract 1B Samson Tug and Barge Alaska  
Tideland Survey #220

Applicant: City Of Cordova  
P.O. Box 1210  
Cordova, AK 99574

Zoning: Waterfront Industrial

## **PART II. BACKGROUND:**

9/11/2013 P&Z reviewed and passed a resolution authorizing the vacation of boat dock road and a portion of barnacle road of the ocean dock subdivision

3/12/2013 P&Z Meeting Final Plat was reviewed

This final plat is one of the last steps to finalizing the land trade between the City of Cordova and Samson Tug and Barge; this land trade, as shown in the final plat will allow the ship yard area to be a contiguous piece of property.

## **PART III. SUGGESTED FINDINGS:**

Cordova City Code 17.12.040 Submission to City Council

- A. After review of the final plat by the city planning commission, such final plat, together with the recommendation of the commission, shall be submitted to the city council for approval. If accepted, the final plat shall be approved by resolution, which resolution shall

provide for the acceptance of all streets, alleys, easements or other public ways, and parks or other open spaces dedicated to public purposes.

At the March 12, 2013 meeting this motion was made and voted upon by the commissioners.

“I move to **APPROVE** the final plat of Tract 1A Ocean Dock Subdivision Addition #2 and Tract 1B Samson Tug and Barge Alaska Tideland Survey #220”

M/Reggiani, S/Greenwood  
Motion Passed 5-0

**PART IV. STAFF RECOMMENDATION:**

Staff recommends approving Resolution 03-13-12.

**PART V. RECOMMENDED MOTION:**

“I move to approve Resolution 03-13-12, a Resolution of the City Council of the City of Cordova, Alaska, approving the Final Plat of Tract 1A Ocean Dock Subdivision Addition #2 and Tract 1B Samson Tug and Barge Alaska Tideland Survey #220.”

**CITY OF CORDOVA, ALASKA  
RESOLUTION 03-13-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
APPROVING THE FINAL PLAT OF TRACT 1A OCEAN DOCK SUBDIVISION  
ADDITION #2 AND TRACT 1B SAMSON TUG AND BARGE ALASKA TIDELAND  
SURVEY #220**

**WHEREAS**, the City of Cordova recognizes that the Planning Commission, having completed a review of the final plat, and recommended at their March 12, 2013 meeting that final plat be approved; and

**WHEREAS**, this is the Plat of Tract 1A Ocean Dock Subdivision Addition #2 and Tract 1B Samson Tug and Barge Alaska Tideland Survey #220; and

**WHEREAS**, Tract 1A Ocean Subdivision Dock Subdivision Addition #2 will be owned by the City and Tract 1B Samson Tug and Barge Alaska Tideland Survey #220 and

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

**WHEREAS**, proposed subdivision is zoned Waterfront Industrial; and

**NOW, THEREFORE BE IT RESOLVED THAT** the City Council of the City of Cordova, Alaska, hereby approves the final plat of Tract 1A Ocean Dock Subdivision Addition #2 and Tract 1B Samson Tug and Barge Alaska Tideland Survey #220 effective the date this resolution is adopted.

**PASSED AND APPROVED THIS 20 DAY OF MARCH, 2013.**

---

James Kacsh, Mayor

ATTEST:

---

Susan Bourgeois, City Clerk

**CITY OF CORDOVA, ALASKA  
RESOLUTION 03-13-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CORDOVA, ALASKA, RECOMMENDING THAT THE ALASKA  
MARINE HIGHWAY SYSTEM PROVIDE WIRELESS INTERNET ON  
ALASKA'S FERRIES TO HELP STUDENTS STAY CONNECTED WITH  
THEIR TEACHERS WHILE TRAVELING**

**WHEREAS**, the Alaska Marine Highway System provides reliable and safe service, during the school year, to districts throughout South Central Alaska as our students travel to other communities for sports and other activities, and;

**WHEREAS**, these trips remove students from the classroom for days at a time and often a total of several weeks during the year, and;

**WHEREAS**, though there are many good things students gain from their travels, it is also a tremendous hardship to them in terms of the classroom contact they miss back at their schools, and;

**WHEREAS**, though the laptops many districts issue to students can help them with class assignments, they often have a difficult time keeping connected with their teachers and their academic progress suffers from the long times spent traveling, and;

**WHEREAS**, having high-speed Internet access on the ferry would allow students to be much more connected to the classes they are in, much more productive and much less inclined to fall-behind.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Cordova, Alaska, requests the State of Alaska provide the resources necessary to the Alaska Marine Highway to equip their ferries with high-speed wireless internet.

**PASSED AND APPROVED THIS 20<sup>th</sup> DAY OF MARCH, 2013**

---

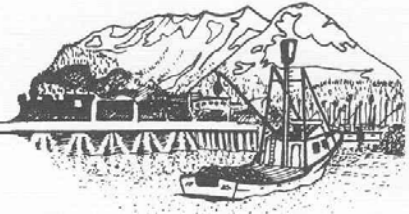
James Kacsh, Mayor

ATTEST:

---

Susan Bourgeois, City Clerk

# CITY OF CORDOVA



To: Mayor and City Council  
Through: Donald L. Moore, Interim City Manager  
Subject: Recommended Motion  
Date: March 12, 2013  
From: Jon K. Stavig, Finance Director

I recommend the following motion be presented to the next scheduled council meeting.

## Background

Safe Routes to Schools is a grant that establishes improved pedestrian links between Mt Eccles Elementary School and adjacent neighborhoods. Initially, the project/grant was started by the Cordova School District. However, approval was conditioned by SRTS Administrator to be managed by the City of Cordova. USKH Engineering is currently working on the design/engineering phase with a RFP to be produced for the construction phase at a later date.

## **Recommend action:**

Move to approve Resolution #.....

Respectfully submitted,

Jon K Stavig  
Finance Director

**CITY OF CORDOVA, ALASKA  
RESOLUTION 03-13-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
APPROPRIATING \$253,172.54 FROM SAFE ROUTES TO SCHOOLS GRANT LU20-  
11-003 TO LINE ITEM 401-601-59050 FOR CONTRACTUAL SERVICES**

**WHEREAS**, The State of Alaska, Department of Transportation and Public Facilities awarded a grant under Alaska Safe Routes to Schools Program in the amount of \$253,172.54

**WHEREAS**, The grant will establish improved pedestrian links between Mount Eccles Elementary School and adjacent neighborhoods where a large percentage of students who attend school reside and encourage students to walk to school by:

- including two new striped crosswalks at the corner of Adams Avenue and Second Street,
- a handicap access ramp on the north side of Adams Avenue coinciding with a new striped crosswalk across Adams Avenue at Third Street,
- a new 6 foot wide sidewalk on the east side of Third Street between Adams Avenue and Lake Avenue,
- a raised crosswalk across Lake Avenue at Third Street, connecting the new sidewalk with the existing sidewalk on the south side of Lake Avenue.

**WHEREAS**, The grant also includes: storm drain improvements required as a result of the new sidewalk and raised crosswalk on Lake Avenue and school crossing signage, as required by the new crosswalks.

**WHEREAS**, the FY13 operating budget does not appropriate funds to be received under the grant.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Cordova, that: authorizes and appropriates \$253,172.54 to line item 401-601-59050 for contractual services to be expended from the Safe Routes to Schools Grant LU20-11-003.

**PASSED AND APPROVED THIS 20<sup>th</sup> DAY OF MARCH, 2013**

\_\_\_\_\_  
James Kacsh, Mayor

ATTEST:

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





## Notice to Proceed

State of Alaska, DOT & PF  
P.O. Box 112500  
Juneau, AK 99801-2500  
Ph: 907-465-4069  
Fx: 907-465-6984  
dot.alaska.gov/SRTS

|  |   |
|--|---|
| Grantee Name and Address:<br>City of Cordova, Donald Moore, Interim<br>PO Box 1210<br>Cordova, AK 99574<br><i>City Manager</i>   | Title/ Short Description:<br>Infrastructure - high visibility crosswalks, flashing ped<br>crossing signs, sidewalks |
| <input type="checkbox"/> New Setup <input type="checkbox"/> Add Funds <input type="checkbox"/> Reduce Funds <input type="checkbox"/> Closure (Decrease)<br><input checked="" type="checkbox"/> Change: Please provide explanation of change and budget breakdown.<br><input type="checkbox"/> Move: Please provide coding source and reasons for move below in Explanations box; Please provide the new grant<br>number and coding in the Programming Section. |   |

### FUNDING SUMMARY Budgets Approved for this NTP

| Budget Category                        | Current Budget<br>Totals | SRTS Increase<br>(Decrease) | Other Funds<br>Increase<br>(Decrease) | Revised Budget<br>Totals |
|--|--------------------------|-----------------------------|---------------------------------------|--------------------------|
| (100) Personnel Services               |                          | \$ -                        | \$ -                                  | \$ -                     |
| (200) Travel & Per Diem                | \$ -                     | \$ -                        | \$ -                                  | \$ -                     |
| (300) Contractual Services             | \$ 253,172.54            | \$ -                        | \$ -                                  | \$ 253,172.54            |
| (400) Commodities                      |                          | \$ -                        | \$ -                                  | \$ -                     |
| (500) Equipment                        | \$ -                     | \$ -                        | \$ -                                  | \$ -                     |
| (Indirect Costs)                       |                          | \$ -                        | \$ -                                  | \$ -                     |
| <b>TOTALS</b>                          | <b>\$ 253,172.54</b>     | <b>\$ -</b>                 | <b>\$ -</b>                           | <b>\$ 253,172.54</b>     |
| <b>TOTAL AMOUNT AUTHORIZED TO DATE</b> |                          |                             |                                       | <b>\$ 253,172.54</b>     |

#### Explanation of Approved Grant Application & Activity Dates:

Change: This grant is best suited to be managed by the City of Cordova.  
Orig application was submitted by Cordova School District.

#### SRTS USE ONLY

|                                    |  |             |              |                             |
|------------------------------------|--|-------------|--------------|-----------------------------|
| <b>Project Control Programming</b> |  |             |              | NTP #: 2                    |
| Collocation Code                   | Program Code   | Ledger Code | Account Code | Grant #: LU20-11-0003       |
| 24461892                           | 57801  | 30668582    |              |                             |
| Project #                          | <input type="checkbox"/> RSA (Interstate Agency) <input checked="" type="checkbox"/> EN (Outer State Agency) |             |              | Project End Date: 2-27-2013 |
|                                    | 2524070  |             |              |                             |

#### Project Control Programming Approved

|  |               |  |              |
|--|---------------|--|--------------|
| Signature <i>[Signature]</i>                 | Date 2-4-2013 | Signature <i>[Signature]</i>                 | Date 2/27/13 |
| Program Control Agent Name: Marcheta Moulton |               | Accounting Technician Name: Stefanie Bingham |              |

You may proceed with the activities for the Categories and specific Tasks enumerated below in the Funding Summary. Any activities beyond the written scope and/or any costs above the price estimate in our Agreement require prior SRTS approval and a Project Revision. Actual cost underrun of the Contract Amount for any Category shall not routinely accumulate for other Categories. SRTS reserves the right to retain or reallocate any remaining funds resulting from such cost underruns.

**This NTP is cumulative and it supersedes all prior NTPs for this Agreement.**

The SRTS Administrator for this NTP is: Steve Soenksen

|  |   |
|--|---|
| Issued for the Contracting Agency per ADOT&PF Policy<br>#01.01.030 by: Jeff Ottosen<br>Signature <i>[Signature]</i> Date | Accepted for the Grantee by:<br>Signature <i>[Signature]</i> Date 25 Jan 13 |
|--|---|



# CITY OF CORDOVA

## *Office of City Manager*

**To:** Mayor and City Council  
**From:** Donald L. Moore, Interim City Manager  
**Subject:** **Manager's Report-March 20, 2013**  
**Date:** March 15, 2013

City Manager Assessment Committee: The Committee met on March 7<sup>th</sup> and received the resumes and applications of 18 candidates for the Manager's position that have been received to date.

The committee will review and rank these applications and has set a target date of delivering its top most qualified candidate's names to the City Council by May 1<sup>st</sup>.

Cordova Center Request for Equitable Adjustment. I have provided information and timeline received from the Attorney regarding the Phase 1 construction claim under separate cover. This information involves legal defense matters and should be discussed in executive session.

Legislature: I will provide an updated report from Mr. Bitney at the Council meeting.



City of Cordova,  
Office of the City Clerk  
Cordova, AK 99574  
602 Railroad Avenue \* PO Box 1210

Phone: 907.424.6248  
Fax: 907.424.6000  
Cell: 907.253.6248  
E-mail: [cityclerk@cityofcordova.net](mailto:cityclerk@cityofcordova.net)

## CITY CLERK'S REPORT TO COUNCIL

*March 20, 2013 Regular Council Meeting*

**Date of Report:** March 14, 2013

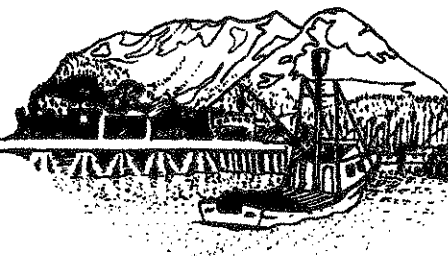
**Things I need feedback on or am reporting back to Council on:**

**Things the Clerk's Office has been working on:**

- Signed paychecks/other AP checks
- Prepared agendas and packets for special meeting on 03-14-13 and regular mtg on 03-20-13
- Deputy Clerk mailed assessment notices out March 8, we are in a one month appeal period followed by Board of Equalization on April 15 - appeals due by April 8
- Tina also published the foreclosure notice in Cordova Times March 1, 8, 15, 22 – for delinquent taxpayers for 2012 tax year
- Election Day: Tuesday March 5, 2013; Election Board did a great job counting ballots on March 5 late into the night and then again on March 13 (absentee)
- Attended staff meeting on Tuesday March 12
- Run-off election for Seat "G" – set date, began ballot prep, absentee, advertising, spoke with candidates, attorneys
- Conferred with attorneys in re Council vacancy; filling Council representative seats to boards and commissions
- Prepared certificates of election

# CITY OF CORDOVA

---



March 1, 2013

Mr. Karl Johnstone, Chairman  
Alaska Board of Fisheries  
c/o Alaska Department of Fish and Game  
P.O. Box 115526  
Juneau, AK 99811-5526

Dear Chairman Johnstone:

The City of Cordova would like to invite the Alaska Board of Fisheries (BOF) to conduct its December 2014 Prince William Sound meeting in Cordova.

Cordova has a long history of successfully hosting BOF meetings and anticipates that our new Cordova Center facility will be operational in time for the December 2014 meeting. In the event the Center is not complete by the required time, we want to assure the Board that our back-up venue, Mt. Eccles Elementary School, is both suitable and available.

Since our last BOF meeting in 2008, Cordova has completed renovations and expansion of Mt. Eccles Elementary School and it is now an excellent facility for activities such as a BOF meeting. Our new gymnasium/auditorium was designed for multiple uses including large public meetings. It offers a capacity of 450 persons is fully ADA compliant, has excellent acoustics and sound system, fiber-optic supported wired and wireless networking and additional rooms for committee meetings and public gatherings.

As you recall, Cordova continues to be easily accessible and is served by Alaska Airlines, both north and south bound, as well as semi-daily ERA flights in the morning and evening. In addition, our fast ferry the M/V Chenega provides multiple trips each week to Whittier and Valdez and the south-central road system.

Cordova's combination of hotels, lodges and B&B's continues to expand and is of ample capacity for the expected influx of visitors and participants associated with a BOF meeting. With some advanced planning, we can also ensure that sufficient dining and entertainment are available during the meeting. Boards Support has been coordinating these requirements with the City and additional information will be provided as requested.

AS 16.05.300(b)(4) directs the BOF to hold regular meetings within PWS so as to provide better stakeholder access to the Board process as well as an opportunity for Board members to better acquaint themselves with the dependent communities and their

fisheries. Cordova offers the ideal combination of facilities, accommodations and hospitality to achieve these important goals.

Thank you for your consideration.

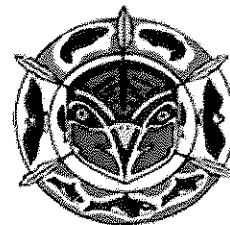
Sincerely,

A handwritten signature in black ink, appearing to read 'James Kallander', written over a horizontal line.

James Kallander, Mayor  
City of Cordova

Cc: Monica Wellard, Executive Director, BOF  
Cora Campbell, Commissioner, ADF&G  
Theresa Keel, Superintendent, Cordova School District

Native Village of Eyak  
110 Nicholoff Way  
P.O. Box 1388  
Cordova, Alaska 99574-1388  
P (907) 424-7738 \* F (907) 424-7739  
www.eyak-nsn.gov



---

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

---

January 3, 2013

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

Dear Jim,

On Behalf of the Native Village of Eyak, we would like to thank you for your donation to the 19<sup>th</sup> Annual Sobriety Celebration!

The 19<sup>th</sup> Annual Sobriety Celebration would not be possible without the continuing support of you and our local businesses, individuals, and corporate sponsors. We appreciate your donation in helping us with this important event and hope to see you at the 20<sup>th</sup> Annual Sobriety Celebration November 15<sup>th</sup> through 17<sup>th</sup> 2013. **Please check out Native Village of Eyak's Website [www.eyak-nsn.gov](http://www.eyak-nsn.gov)** and see Sobriety Celebration. There you will find a list of our supporters for this year's Sobriety Celebration, as well as pictures and much more. If you would like information on our 20<sup>th</sup> Annual Sobriety Celebration contact Belen Cook, Special Events Coordinator @ NVE (907) 424-7738 or [belen@eyak-nsn.gov](mailto:belen@eyak-nsn.gov).

Thank you,

Robert Henrichs  
Tribal Council President  
Native Village of Eyak

*Jim*  
*Thanks for your help -*

*Moose*

# CITY OF CORDOVA

---



March 6, 2013

Senator Gary Stevens  
Alaska State Legislature  
120 Fourth Street, State Capitol, Room 3  
Juneau, Alaska 99801

Dear Senator Stevens:

Thanks so much for your hard work in Juneau this session. Cordovans appreciate that you are diligently pursuing support among legislators to assist financially with the completion of the Cordova Community Center. To that end, I wanted to share some recent news with you as well. The Exxon Valdez Oil Spill Trustees Council has generously supplemented their award to the Cordova Center by \$1.3 Million. As other funding continues to be explored, the State's support becomes increasingly important to the completion of the project which would mean so much to bolster Cordova's economy and quality of life. If you feel there is ever a need for my presence to further this along in Juneau please don't hesitate to say so as I can be there in a moment's notice for this important endeavor.

Sincerely,

Jim Kallander, Mayor  
City of Cordova



# CITY OF CORDOVA

---



March 6, 2013

Representative Alan Austerman  
Alaska State Legislature  
State Capitol, Room 204  
Juneau, Alaska 99801

Dear Senator Stevens:

Thanks so much for your hard work in Juneau this session. Cordovans appreciate that you are diligently pursuing support among legislators to assist financially with the completion of the Cordova Community Center. To that end, I wanted to share some recent news with you as well. The Exxon Valdez Oil Spill Trustees Council has generously supplemented their award to the Cordova Center by \$1.3 Million. As other funding continues to be explored, the State's support becomes increasingly important to the completion of the project which would mean so much to bolster Cordova's economy and quality of life. If you feel there is ever a need for my presence to further this along in Juneau please don't hesitate to say so as I can be there in a moment's notice for this important endeavor.

Sincerely,

Jim Kallander, Mayor  
City of Cordova



To; Cordova City Council and Staff

From; Jim Kallander

I want to take this last opportunity to thank everyone on the council and our city staff for working with me while I have been mayor. It has been a lot of fun and I think you all have contributed to a very successful period of growth in Cordova. I am really going to miss working with you on an almost daily basis and wish the best for everyone. Cordova faces some major challenges in the near term but for the most part we are well positioned for the future. With continued diligence by both council and staff I am confident all obstacles will be overcome.

THANKS

# CITY OF CORDOVA



Monica Wellard  
Executive Director  
Alaska Board of Fisheries  
Alaska Department of Fish and Game  
Boards Support Section  
P.O. Box 115526  
Juneau, Alaska 99811-5526

March 15, 2013

RE: Board of Fisheries December, 2014 Meeting

Dear Ms. Wellard,

The Mayor and City Council of the City of Cordova wish to re-affirm our strong commitment to encourage support and host the Board of Fisheries 2014 annual meeting in the City of Cordova.

Although the recent City election has brought forth some newly elected officials we individually and collectively emphasize that serving as the host city for the 2014 Board of Fisheries meeting remains a top priority for the City of Cordova.

The City of Cordova's previous commitments of facilities and support services for this meeting are undiminished.

Respectfully,

---

James Kacsh, Mayor

---

David Reggiani, Vice Mayor

---

David Allison, Council member

---

Kristin Carpenter, Council member

---

Bret Bradford, Council member

---

E. J. Cheshier, Council member

---

Robert Beedle, Council member

---

Tim Joyce, Council member

## **MEMORANDUM**

**TO: MAYOR AND CITY COUNCIL  
CITY OF CORDOVA**

**FROM: THOMAS F. KLINKNER**

**RE: REVISION OF CORDOVA MUNICIPAL CODE TITLE 8**

**FILE NO.: 401,777.187**

**DATE: MARCH 11, 2013**

---

Submitted with this memorandum is an ordinance revising Cordova Municipal Code Title 8, Health and Safety. At present, Title 8 consists of the following 13 Chapters:

- Chapter 8.04 - ANIMALS
- Chapter 8.08 - INFECTIOUS DISEASES
- Chapter 8.12 - GARBAGE
- Chapter 8.16 - NUISANCES
- Chapter 8.17 - DANGEROUS BUILDINGS
- Chapter 8.20 - AIR POLLUTION
- Chapter 8.22 - WATER POLLUTION
- Chapter 8.24 - EXPLOSIVES
- Chapter 8.25 - CONTROLLED BURNS
- Chapter 8.28 - SMOKING
- Chapter 8.30 - SALVAGE YARDS
- Chapter 8.31 - BURN PILE
- Chapter 8.32 - LITTERING

As revised, Title 8 consists of the following 8 Chapters:

- Chapter 8.04 - ANIMALS
- Chapter 8.08 - NUISANCES
- Chapter 8.12 - AIR POLLUTION
- Chapter 8.16 - WATER POLLUTION
- Chapter 8.20 - EXPLOSIVES
- Chapter 8.24 - CONTROLLED BURNS
- Chapter 8.28 - BURN PILE
- Chapter 8.32 - LITTERING

Present Chapters 8.08, Infectious Diseases, 8.20, Air Pollution, and 8.28, Smoking, were deleted because they duplicated provisions of state law. Chapter 8.12, Garbage, has been moved to Title 14, Public Services, because it concerns the City's garbage collection and disposal services (see Ordinance Section 6). In lieu of Chapter 8.17, Dangerous Buildings, the ordinance adopts the Uniform Code for the Abatement of Dangerous Buildings by reference as part of Title 16, Building Codes (see Ordinance Section 7). The provisions of Chapter 8.30, Salvage Yards, are land use regulations that have been moved to Title 18, Zoning (see Ordinance Sections 8 through 10).

Other provisions of Title 8 that should be addressed elsewhere in the Code are moved to their proper location. The terms "city manager" and "law" are used throughout the Code, so their definitions are moved to Chapter 1.04, Definitions (see Ordinance Sections 1 and 2). Violations and penalties are similarly consolidated in Chapter 1.28, Violations (See Ordinance Sections 3 and 4).

Finally, Ordinance Section 5 repeals and reenacts Title 8 itself. The revisions to Title 8 include matters of substance recommended by the City administration, as well as changes in style for the purpose of clarity and grammatical correctness.

TFK/

**CITY OF CORDOVA, ALASKA  
ORDINANCE 1107**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
AMENDING CORDOVA MUNICIPAL CODE SECTIONS 1.04.070, 1.28.085, 16.05.010 AND  
18.32.010; REPEALING AND REENACTING CORDOVA MUNICIPAL CODE TITLE 8;  
AND ENACTING CORDOVA MUNICIPAL CODE CHAPTER 14.20 AND CORDOVA  
MUNICIPAL CODE SECTIONS 1.04.115, 18.32.025 AND 18.60.030; REGARDING HEALTH  
AND SAFETY.**

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

Section 1. Cordova Municipal Code 1.04.070 is amended to read as follows:

1.04.070 - City manager. "City manager" means the city manager of the city of Cordova or the authorized designee of the city manager.

Section 2. Cordova Municipal Code 1.04.115 is enacted to read as follows:

1.04.115 – Law. "Law" means the constitution and statutes of the United States, the constitution of the State of Alaska, the statutes of the State of Alaska that are valid limitations on the exercise of legislative power by a home rule municipality, the city charter and the ordinances enacted pursuant to the city charter.

Section 3. Cordova Municipal Code 1.28.085 is amended by replacing the part of the table headed, "Health and Safety" with the following:

| Code Ref.   | Code Title   | Fine per Day |
|-------------|--|--------------|
| 8.04.040    | Dog license required   | \$75.00      |
| 8.04.050    | Dog license tag--display   | \$75.00      |
| 8.04.070    | Dog license not transferable   | \$75.00      |
| 8.04.100    | Control and confinement of dogs  | \$75.00      |
| 8.04.110    | Control and confinement of cats  | \$75.00      |
| 8.04.120    | Control of other animals.  | \$75.00      |
| 8.04.130(A) | Disease control—vaccinations.  | \$75.00      |
| 8.04.130(B) | Disease control—proof of vaccination   | \$75.00      |
| 8.04.130(C) | Disease control—duty to report bites   | \$75.00      |
| 8.04.130(D) | Disease control—quarantine of animal   | \$75.00      |
| 8.04.130(E) | Disease control—removal or destruction of animal subject to quarantine         | \$75.00      |
| 8.04.140(G) | Impoundment—unauthorized removal of impounded animal from animal shelter       | \$75.00      |
| 8.04.160    | Accident involving injury to an animal   | \$75.00      |
| 8.04.170    | Trapping   | \$75.00      |
| 8.04.180(A) | Prohibitions—stolen or falsified license or document                           | \$75.00      |
| 8.04.180(B) | Prohibitions—interference with enforcement                                     | \$75.00      |
| 8.04.180(C) | Prohibitions—interference with performing duties                               | \$75.00      |
| 8.04.180(D) | Prohibitions—failure to comply with quarantine                                 | \$75.00      |
| 8.04.180(E) | Prohibitions—failure to comply with other provision, rule, order or regulation | \$75.00      |
| 8.08.010    | Creation or maintenance of nuisance prohibited                                 | \$75.00      |
| 8.12.010    | Violation of air quality standards   | \$75.00      |

|          |  |         |
|----------|--|---------|
| 8.16.010 | Violation of water quality standards               | \$75.00 |
| 8.16.020 | Use of water from roundhouse site.                 | \$75.00 |
| 8.20.030 | Transportation of explosives                       | \$75.00 |
| 8.20.040 | Storage of explosives                              | \$75.00 |
| 8.20.050 | Notice of detonation of explosives                 | \$75.00 |
| 8.20.060 | Statutes and regulations incorporated by reference | \$75.00 |
| 8.24.010 | Materials that may be burned                       | \$75.00 |
| 8.24.020 | Restrictions on controlled burns                   | \$75.00 |
| 8.24.040 | Notice to fire department required                 | \$75.00 |
| 8.28.020 | Prohibited materials                               | \$75.00 |
| 8.28.030 | Deposit in receptacle                              | \$75.00 |
| 8.32.040 | Transporting litter                                | \$75.00 |
| 8.32.050 | Abatement of litter on private property            | \$75.00 |
| 8.32.060 | Distribution of handbills                          | \$75.00 |
| 8.32.070 | Posting on public structures prohibited            | \$75.00 |

Section 4. Cordova Municipal Code 1.28.085 is amended by adding the following after the table headed, “Water—Rates”:

| Garbage   |  |              |
|-----------|--|--------------|
| Code Ref. | Code Title   | Fine per Day |
| 14.20.030 | Refuse collection required                                 | \$75.00      |
| 14.20.060 | Refuse collection—obstructions prohibited                  | \$75.00      |
| 14.20.070 | Refuse collection—delivery to disposal site or incinerator | \$75.00      |
| 14.20.080 | Containers—specifications                                  | \$75.00      |
| 14.20.090 | Containers—location  | \$75.00      |
| 14.20.100 | Containers—depositing other than refuse prohibited         | \$75.00      |
| 14.20.110 | Containers—unauthorized use prohibited                     | \$75.00      |
| 14.20.120 | Garbage—unauthorized transport prohibited                  | \$75.00      |
| 14.20.130 | Garbage—vehicle requirements                               | \$75.00      |
| 14.20.170 | Trespassing, removal of material from refuse disposal site | \$75.00      |

Section 5. Cordova Municipal Code Title 8 is repealed and reenacted to read as follows:

## Title 8 - HEALTH AND SAFETY

### Chapters:

- Chapter 8.04 - ANIMALS
- Chapter 8.08 - NUISANCES
- Chapter 8.12 - AIR POLLUTION
- Chapter 8.16 - WATER POLLUTION
- Chapter 8.20 - EXPLOSIVES
- Chapter 8.24 - CONTROLLED BURNS
- Chapter 8.28 - BURN PILE
- Chapter 8.32 - LITTERING

### Chapter 8.04 - ANIMALS

### Sections:

- 8.04.010 - Definitions
- 8.04.020 - Fees.
- 8.04.030 - Animal control officers; powers and duties
- 8.04.040 - Dog license required.

- 8.04.050 - Dog license tag—Display.
- 8.04.060 - Dog license tag—Duplicate.
- 8.04.070 - Dog license not transferable.
- 8.04.080 - Provisional dog license.
- 8.04.090 - Dog license—Retention of records.
- 8.04.100 - Control and confinement of dogs.
- 8.04.110 - Control and confinement of cats.
- 8.04.120 - Control of other animals
- 8.04.130 - Disease control.
- 8.04.140 - Impoundment.
- 8.04.150 - Statement of surrender.
- 8.04.160 - Accident involving injury to an animal.
- 8.04.170 - Trapping.
- 8.04.180 - Prohibitions.

8.04.010 – Definitions. In this chapter:

- A. “Animal means all members of the Phylum Cordata, Subphylum Vertebrata, excluding nondomestic animals and humans, unless otherwise specifically stated.
- B. “Animal shelter” means a premises designated by the city manager for the impounding and caring for animals under the authority of this chapter.
- C. “Cat” means a domestic or domesticated member of the family Felidae.
- D. “Dog” means any domestic or domesticated member of the family Canidae.
- E. “Euthanize” means putting to death in a rapid, humane manner.
- F. “Harboring” means to occupy a premises in which an animal is kept or to which it customarily returns daily for food and care.
- G. “Intact” means an animal that has not been rendered sterile by surgical means.
- H. “Leash” means a cord, strap or chain attached to a collar or harness worn by an animal that is of sufficient strength to prevent the animal from moving beyond its length.
- I. “Owner” means, with regard to an animal, a person who possesses or harbors the animal.
- J. “Rabies vaccination” means inoculation with an approved rabies vaccine by a person authorized to administer the vaccine.
- K. “Restrain” means to keep an animal on its owner’s premises, in an enclosed vehicle or on a leash.
- L. “Sterile” means rendered incapable of reproduction by surgical operation.
- M. “Trap” means any device designed or used to kill or capture an animal, and that operates without direct human control.
- N. “Trapping” means the placing or setting of a trap.
- O. “Veterinary hospital” means any establishment maintained and operated by a licensed veterinarian for the treatment of diseased or injured animals.
- P. “Vicious dog” means a dog that bites or attacks a human being or an animal without provocation.

8.04.020 - Fees. Except as this chapter provides otherwise, all fees required in this chapter shall be in the amount that the council determines by resolution from time to time.

8.04.030 - Animal control officers; powers and duties.

A. The city manager shall appoint a chief animal control officer to administer and enforce the provisions of this chapter, and one or more deputy animal control officers to administer and enforce the provisions of this chapter under the supervision of the chief animal control officer. The chief animal control officer and each deputy animal control officer is a peace officer as defined in AS 01.10.060(a)(7)(F), and is authorized to issue citations for any violation of this chapter in the manner provided by AS 12.25.180—12.25.230.

B. The chief animal control officer shall administer the animal shelter. If the city contracts with a private person or entity to perform the functions of the animal shelter, the chief animal control officer shall be the head of the department charged with administration of the contract, and may delegate to the contractor those powers of the chief animal control officer which are necessary to the performance of the contract and which lawfully may be delegated to a private person or entity.

8.04.040 - Dog license required.

A. Except as provided in subsection B of this section:

1. No person may own or have custody of a dog six months of age or older without obtaining and displaying a city dog license for the dog as required by this chapter; and

2. No person may receive ownership or custody of a dog over the age of six months by sale, gift or other means without obtaining and displaying a city dog license for the dog as required by this chapter within fifteen days after receiving ownership or custody of the dog.

B. The licensing requirement in subsection A of this section does not apply to a dog currently licensed by another government entity that is present in the city for less than 30 consecutive days.

C. A person who is required to obtain a dog license under this chapter shall apply to the city for the license on a form approved by the city manager, and shall accompany the application with the license fee and the rabies vaccination certificate required in subsection D of this section. The application shall include at least the following information:

1. The number and date of issuance of the dog license;
2. The name of the dog;
3. The telephone number and address of the owner;
4. The breed, color, age and sex of the dog;
5. Whether the dog is spayed or neutered;
6. The expiration date of the dog's rabies vaccination and the vaccination certificate number, and

7. The location and description of any identification on the dog

D. The city shall not issue a dog license unless the dog has been vaccinated with a State of Alaska approved rabies vaccine by a licensed veterinarian or by a State of Alaska rabies lay-vaccinator, the license applicant submits a completed State of Alaska rabies vaccination certificate, and the period of immunization has not expired.

E. The fee for renewal of a dog license is payable before each December 31 for the succeeding calendar year. The fee for a dog license is not prorated when paid during a calendar year.

8.04.050 - Dog license tag—Display. For each licensed dog, the city manager shall issue a dog license tag in the form and color prescribed by the National Association of State Public Health Veterinarians, Inc., stamped with a serial number and the year and city and state of issuance. The dog license tag shall be worn by the licensed dog at all times, attached to a collar, harness or similar device.



8.04.060 - Dog license tag—Duplicate. The owner of a licensed dog shall obtain from the city manager a new license tag to replace a license tag for the dog that is lost or destroyed.

8.04.070 - Dog license not transferable. The person to whom a dog license is issued may not transfer the dog license to another person, and no person may attach a dog license tag to a dog other than the dog for which the tag was issued.

8.04.080 - Provisional dog license. If at the time the owner of a dog applies for a dog license and the owner has no rabies vaccination certificate for the dog and no person in Cordova authorized to vaccinate a dog for rabies is available to do so, the city may issue the owner a provisional dog license in lieu of a regular dog license. The provisional license shall be valid for a period of 90 days. The same information shall be recorded for a provisional dog license as for a regular dog license. For each provisional dog license, the city manager shall issue a metal tag stamped with a serial number and the word "provisional," which shall be displayed in the same manner as a regular dog license. Provisional dog license fees are non-re-fundable.

8.04.090 – Dog license—Retention of records. The owner of a licensed dog shall retain the dog license receipt and rabies vaccination certificate for the dog for inspection by any person charged with the enforcement of this chapter.

8.04.100 - Control and confinement of dogs. Dogs shall be controlled and confined as follows:

A. Except in the UR unrestricted zoning district, the owner of a dog shall confine the dog on the owner's property, and when the dog is not on the owner's property, keep the dog at all times on a leash, in a kennel or other suitable enclosed container, or in an enclosed vehicle.

B. In the UR unrestricted zoning district, the owner of a dog shall prevent the dog from entering another person's property, but otherwise need not confine or restrain the dog.

C. The owner of a dog shall maintain all structures, pens and yards where the owner keeps the dog, and all areas adjacent thereto, in a clean and sanitary condition and free from objectionable odor.

D. The owner of an intact female dog in heat or during ovulation shall confine the dog in such a manner that it cannot come into contact with a male dog except for planned breeding purposes.

E. The owner of a vicious dog at all times shall either confine the dog in a building or a secure enclosure, or secure the dog, as with a muzzle, so it cannot injure other animals, persons or property. The owner of a vicious dog shall post a sign at the entrance to any premises where the dog is kept that warns the public of the vicious nature of the dog.

F. The owner of a dog shall prevent the dog from engaging in the following activities:

1. Biting or attacking a person;
2. Chasing passersby or passing vehicles;
3. Attacking other animals;
4. Damaging private or public property;
5. Barking, whining or howling continuously for a period exceeding 15 minutes;

and

6. Defecating on property other than the property of the owner.

G. No person other than an officer performing duties under this chapter may release a dog from confinement or restraint without its owner's consent, except to preserve the dog's life.

8.04.110 - Control and confinement of cats. Cats shall be controlled and confined as follows:

A. The owner of a cat shall confine the cat on the owner's property, and when the cat is not on the owner's property keep the cat at all times in a kennel or other suitable enclosed container, or in an enclosed vehicle.

B. The owner of a cat shall maintain all structures, pens and yards where the owner keeps the cat, and all areas adjacent thereto, in a clean and sanitary condition and free from objectionable odor.

C. The owner of an intact female cat in heat or during ovulation shall confine the cat in such a manner that it cannot come into contact with a male cat except for planned breeding purposes.

D. The owner of a cat shall prevent the cat from engaging in the following activities:

1. Attacking other animals;
2. Damaging private or public property; and
3. Defecating on property other than the property of the owner.

8.04.120 - Control of other animals. No person owning or having charge of an animal other than a dog or cat that is kept as livestock or a pet may permit the animal to roam at large. The owner of any such animal shall maintain all structures, pens and yards where the owner keeps the animal, and all areas adjacent thereto, in a clean and sanitary condition and free from objectionable odor.

8.04.130 - Disease control.

A. Vaccinations. Every person owning or harboring an animal that is required by law to be vaccinated shall have the animal vaccinated

B. Proof of Vaccination. No person who owns or harbors an animal that is required by law to be vaccinated may fail or refuse to exhibit the owner's copy of a completed State of Alaska vaccination certificate for the animal to any person charged with enforcing this chapter upon demand.

C. Duty to Report Bites. A person bitten by an animal required to be vaccinated by law, the owner of the animal, and any health care provider who treats an animal bite, shall immediately report the incident to the department of public safety.

D. Quarantine of Animal. Any animal required to be vaccinated by law that has bitten a person shall be confined and observed as required by 7 AAC 27.022. No owner of an animal that is reported to have bitten a person may fail or refuse to produce the animal upon demand of an officer enforcing this chapter for confinement and observation under this subsection.

E. Removal or Destruction of Animal Subject to Quarantine. While an animal is subject to quarantine under this section, no person may remove the animal from the place of quarantine or destroy the animal without the written consent of the city manager.

8.04.140 - Impoundment.

A. Animals Subject to Impoundment.

1. An animal found in violation of a provision of this chapter shall be impounded and placed in the Cordova Animal Shelter and the owner of the animal shall be issued a summons and citation.

2. When an officer can determine the identity of the owner of an animal in violation of a provision of this chapter, and the animal can be returned immediately to the custody of the owner, the officer shall issue a summons and citation to the owner and release the animal to the owner.

B. First and Second Impoundment. As soon as practicable after the first or second impoundment of an animal for a violation of a provision of this chapter the owner of the animal shall be notified by telephone or mail. The owner of the animal or a person having the owner's written authorization may redeem the animal from impoundment upon payment of all applicable fees and

finer. If an animal is not redeemed within five days after the date of notice of impoundment was given, it shall be deemed abandoned.

C. Third and Subsequent Impoundment. An animal that has been impounded more than two times is not subject to redemption and shall be deemed abandoned.

D. Disposition of Abandoned Animals. The city manager may place for adoption an animal that is deemed abandoned under subsection B or C of this section. The city manager shall not place for adoption any animal known to be vicious or diseased. A person other than the owner of the animal at the time of its impoundment may adopt an animal that has been placed for adoption by paying all applicable fees.

E. The city shall not disclose the identity of a person who adopts an animal from the Cordova Animal Shelter unless the city manager determines that the public health, safety or welfare requires the disclosure.

F. The city manager shall euthanize an animal that is not eligible for adoption, or that has not been adopted within a time that the city manager deems reasonable after its placement for adoption.

G. No person may remove an impounded animal from the Cordova Animal Shelter without the written authorization of the city manager.

8.04.150 - Statement of surrender. A person who brings an animal to the Cordova Animal Shelter may request that the animal to be euthanized upon signing the following statement:

"I certify that I own/am the authorized agent of the owner of the animal described on this form. I hereby surrender all interests, if any, of the owner thereof to the City of Cordova and I request that the animal be disposed of as seems advisable in the discretion of the City Manager. I agree that neither the City of Cordova nor any of its officers or employees will incur any obligation to me on account of such disposition. I certify that the animal has/has not bitten any animal or human within the last fourteen (14) days."

8.04.160 - Accident involving injury to an animal. The driver of a vehicle involved in an accident resulting in injury to an animal shall stop the vehicle as close to the scene of the accident as possible and forthwith inform the department of public safety of the time and location of the accident, a description of the injured animal and the apparent nature of the injury.

8.04.170 - Trapping. No person may engage in trapping in the city, except as provided in this section. Trapping is permitted:

A. Within an enclosed structure, by, or with the permission of, a person who owns or is in lawful possession of the structure, using traps of any size and type;

B. In the area within the city limits as of February 1993, and not within the parks and open space zoning district established under Title 18 of this code:

1. Using live traps of any size, and boxed or contained body gripping traps with jaw spreads less than 4.5 inches, with each trap placed a minimum of four feet off the ground and checked on a regular basis, but at least once every seventy-two hours; and

2. Using completely submerged traps of any size and type;

C. In the area annexed to the city on and after March 1993, and not within the parks and open space zoning district established under Title 18 of this code:

1. Within one hundred yards of the right-of-way of any publicly maintained road including without limitation the following roads: Copper River Highway, Sheridan Glacier

Road, Whitshed Road, Cabin Lake Road and Power Creek Road, using body gripping traps with jaw spreads of less than 4.5 inches, leg-hold traps with outside jaw spreads not exceeding 5 inches, and completely submerged traps of any size and type, and

2. More than one hundred yards from the right-of-way of any publicly maintained road, using traps of any size and type.

8.04.180 - Prohibitions. No person may:

A. Make, use or possess a stolen, counterfeit or forged dog license receipt, dog license tag, rabies vaccination certificate or other document or certificate required by this chapter;

B. Interfere with, molest, hinder or prevent any lawful authority from enforcing the provisions of this chapter;

C. Interfere with, molest, hinder or prevent any health officer, licensed physician or licensed veterinarian from performing duties required under this chapter;

D. Fail to comply with any quarantine required by this chapter; or

E. Otherwise fail to obey or comply with any other provision of this chapter or any rule, order or regulation issued thereunder.

Chapter 8.08 - NUISANCES

Sections:

8.08.010 - Creation or maintenance prohibited.

8.08.020 - Designated.

8.08.030 – Nuisance abatement.

8.08.010 - Creation or maintenance prohibited. No person may create or maintain a public nuisance, or permit a public nuisance to occur on property that the person owns or controls.

8.08.020 - Designated. In addition to public nuisances under other provisions of law or this code, the following are public nuisances:

A. The keeping of a place where activities are conducted in violation of law;

B. All ditches, drains, wells, pools, cisterns, bodies or containers of water in which mosquitoes breed or are likely to breed, or which are so constructed, formed, conditioned or situated as to endanger the public health or safety;

C. Rank weeds or grass, carcasses, accumulations of manure, refuse or other things, which are, or are likely to be, breeding places for flies, mosquitoes, vermin or disease germs;

D. Any pit, hole or excavation which is so constructed, formed, conditioned and/or situated as to endanger public safety;

E. Plowing or dumping of snow from a premises upon a city street or other public property without prior written authorization from the city manager.

F. Permitting or enabling any premises to be inhabited by one or more feral cats. A feral cat is a descendant of a domesticated cat that has returned to the wild, as distinguished from a domesticated cat that has been lost or abandoned.

8.08.030 – Nuisance abatement.

A. The city manager, any other city official or a city resident may submit to the city council a written statement describing an alleged public nuisance, and requesting that it be abated.

B. Except as provided in subsection E of this section, the city manager shall give written notice of the public nuisance allegation to the owner of the property that is the location of the alleged

public nuisance, and to any other person alleged to be responsible for causing the public nuisance. The notice shall be given by certified mail, return receipt requested, and by posting at the location of the alleged nuisance, describing the alleged nuisance and stating that the nuisance will be abated unless the recipient of the notice requests a hearing in writing within 20 days after the date of the notice.

C. Within 20 days after a timely request for a hearing, a hearing officer shall hold a public hearing on whether the alleged public nuisance exists, and whether the public nuisance should be abated under this section. Notice of the hearing shall be given in the same manner as notice of the public nuisance allegation. At the hearing, each participant may present its own evidence and cross-examine other parties' witnesses. The hearing officer shall conduct the hearing in an informal manner and shall not be bound by technical rules of evidence. The person requesting abatement of the public nuisance shall bear the burden of establishing that the public nuisance exists and that it should be abated under this section. At the conclusion of the hearing, the hearing officer shall prepare a written decision. A copy of such decision and reasons therefor shall be provided to the person requesting abatement of the public nuisance and the owner of the property where the alleged nuisance is located and to any other person responsible for causing the public nuisance.

D. If the hearing officer finds that a public nuisance exists, the hearing officer shall direct the owner or other person responsible for causing the public nuisance to abate it within a specified time. If the owner or other person responsible for causing the public nuisance does not abate it within the specified time, the city manager shall abate the public nuisance, at the expense of the property owner or other responsible person.

E. The city manager may abate a public nuisance that constitutes a grave and immediate danger to the public peace, health, safety, morals, or welfare, without a prior hearing under subsection B of this section.

F. The city manager shall keep an account of the cost of the abating a public nuisance. The costs and expenses incurred by the city in such abatement shall be chargeable to the owner or other responsible person, and may be recovered by the city in a civil action.

G. The procedure for abating a public nuisance in this section is cumulative and in addition to any other procedure authorized by law.

## Chapter 8.12 - AIR POLLUTION

### Sections:

8.12.010 - Provisions adopted by reference.

8.12.010 - Provisions adopted by reference. Chapter 50, Title 18, of the Alaska Administrative Code, establishing regulations and minimum standards for air quality in Alaska, is adopted by reference as part of this code.

## Chapter 8.16 - WATER POLLUTION

### Sections:

8.16.010 - Provisions adopted by reference.

8.16.020 - Use of groundwater from roundhouse site prohibited.

8.16.010 - Provisions adopted by reference. Chapter 70, Title 18, of the Alaska Administrative Code, establishing regulations and minimum standards for water quality in Alaska, is adopted by reference as part of this code.

8.16.020 - Use of groundwater from roundhouse site prohibited.

A. No person may use groundwater from the area of the former Cordova Copper River Railroad Roundhouse site, described as follows:

Lots 4, 5, and 6 of Block 2 and Lots 7B and 8A of Block 5, Odiak Park Development, located in the NE 1/4 of Section 28, Township 15 South, Range 3 West, Copper River Meridian, at Latitude 60 32'28.0" and Longitude 145 44'40.0".

B. Prohibited uses of groundwater include without limitation domestic or commercial water service, water for irrigating lawns, gardens or shrubbery, and water for washing vehicles.

Chapter 8.20 - EXPLOSIVES

Sections:

8.20.010 - Purpose of chapter.

8.20.020 - Application of chapter.

8.20.030 - Transportation of explosives.

8.20.040 - Storage of explosives.

8.20.050 - Notice of detonation of explosives.

8.20.060 - Statutes and regulations incorporated by reference.

8.20.010 - Purpose of chapter. The purpose of this chapter is to provide for the health and safety of persons in the city by regulating the transportation, storage and detonation of explosives in the city.

8.20.020 - Application of chapter. The provisions of this chapter do not apply to any of the following:

A The possession, transportation, storage or use of small arms ammunition, commercially manufactured sporting black powder, smokeless propellant and small arms primers; and

B. The possession, transportation, storage or use of fireworks that are subject to regulation under Chapter 6.30 of this code.

8.20.030 - Transportation of explosives.

A. At least four hours before commencing the transportation of any quantity of Class 1.1 explosives, the transporter shall notify the department of public safety of the intended route and timing of the transportation and the type of explosives being transported.

B. A vehicle transporting explosives shall bear the placards and markings required by regulations of the United States Department of Transportation

8.20.040 - Storage of explosives. Explosives may not be stored in a quantity exceeding one thousand pounds or for a period exceeding forty-eight hours without notice first being given to the police department stating the location of the storage, the quantity and class of explosives being stored, the anticipated duration of their storage, and a twenty-four hour per day contact telephone number for a person in charge of the storage.

8.20.050 - Notice of detonation of explosives. No person may cause explosives to be detonated without giving the police dispatch center one hour prior notice of the detonation.

8.20.060 - Statutes and regulations incorporated by reference. In addition to the requirements stated in the other sections of this chapter, the possession, transportation, storage and use of explosives are subject to the following statutes and regulations, as amended from time to time, which are incorporated in this chapter by reference:

- 27 Code of Federal Regulations Part 555;
- 29 Code of Federal Regulations Part 1926, Subpart U;
- 49 Code of Federal Regulations Part 177;
- Alaska Statutes Chapter 08.52;
- 8 Alaska Administrative Code Chapter 62.

## Chapter 8.24 - CONTROLLED BURNS

### Sections:

- 8.24.010 - Materials that may be burned.
- 8.24.020 – Restrictions on controlled burns.
- 8.24.030 - Responsibility for damage or injury.
- 8.24.040 - Notification to department of public safety required.
- 8.24.070 - Nuisance defined.
- 8.24.080 - Violation.

8.24.010 – Materials that may be burned. The outdoor burning of only the following materials is permitted under this chapter:

- A. Yard debris such as leaves, grass, brush and branches;
- B. Cardboard and paper; and
- C. Wood material stripped of all other materials.

8.24.020 – Restrictions on controlled burns. Controlled burns are limited to

- A. Burn piles 6 feet by 4 feet or smaller that are located 25 feet away from any structure
- B. Burn piles larger than 6 feet by 4 feet that are located 100 feet away from any structure
- C. Locations that minimize the amount of smoke blowing to neighboring properties.
- D. Times when weather conditions are not conducive to fire hazard.
- E. Times when attended by an adult having a charged water hose readily available to extinguish the fire.

8.24.030 - Responsibility for damage or injury. The person conducting a controlled burn under this chapter is responsible for any damage or injury caused by the fire.

8.24.040 - Notification to fire department required. No person may ignite a controlled burn without first notifying the fire department stating the time of the expected ignition, location and duration of the controlled burn.

8.24.050 - Nuisance defined. A controlled burn that generates smoke that prevents a neighboring property owner from enjoying the owner's property is a nuisance and must be extinguished immediately upon request of the fire department.

## Chapter 8.28 - BURN PILE

### Sections:

- 8.28.010 - Burn pile defined.
- 8.28.020 - Prohibited materials.
- 8.28.030 - Lighting of burn pile prohibited.

8.28.010 - Burn pile defined. In this chapter, "burn pile" means a location that the city provides for the public to dispose of paper, cardboard, wood or brush.

8.28.020 - Prohibited materials.

- A. No person may dispose of any material at the burn pile that does not consist solely of loose paper contained within a cardboard box or other burnable container, cardboard, wood or brush.
- B. All material that is not a wood product must be removed from wood that is disposed of at the burn pile; and the non-wood material must be disposed of in accordance with instructions from the baler facility.
- C. The city may inspect material delivered to the burn pile for prohibited materials and may refuse permission to dispose of prohibited material at the burn pile.

8.28.030 - Lighting of burn pile prohibited. No person other than an authorized city employee may light the burn pile.

## Chapter 8.32 - LITTERING

### Sections:

- 8.32.010 - Litter defined.
- 8.32.020 - Littering prohibited.
- 8.32.030 - Deposit in receptacle.
- 8.32.040 - Transporting litter.
- 8.32.050 - Abatement of litter on private property.
- 8.32.060 - Distribution of handbills.
- 8.32.070 - Posting on public structures prohibited.

8.32.010 - Litter defined. In this chapter, "litter" means any garbage, trash, waste or discarded material including without limitation discarded food, animal and vegetable matter, fish or animal carcasses or parts, offal, animal or human feces, waste paper, newspaper or magazines, bottles or cans, containers or wrappers, boxes, paper or plastic cartons, motor vehicle or marine vessel parts, oil, building or construction materials, stagnant water or any filthy liquid or substance that is or may become putrid or offensive or a threat to the health and safety of the public.

8.32.020 – Littering prohibited. No person may throw or deposit litter:

- A. In or upon a street, sidewalk or other public place;
- B. In or upon a public park;
- C. In or upon a fountain, lake, stream, bay or any other body of fresh or salt water;
- D. In or upon private property, occupied or not, whether owned by the person or not;
- E. From a motor vehicle or aircraft;
- F. From any accumulation of litter on private property, by sweeping or otherwise, into or upon any gutter, street or other public place.

8.32.030 – Deposit in receptacle. Nothing in Section 8.32.020 prohibits a person from depositing litter in a receptacle provided for its for collection in such a manner that it will be prevented



from being carried or deposited by birds, animals or the elements upon any street, sidewalk, public place, water body or private property; provided that no person may deposit a dead animal or other putrid matter in a litter receptacle.

8.32.040 - Transporting litter.

A. No person may drive or move a motor vehicle carrying litter or material that would become litter upon discharge from the vehicle, except where such litter or other material is enclosed within the vehicle or covered or restrained in a manner that will prevent its discharge from the vehicle.

B. No person may drive or move a motor vehicle whose wheels or tires may deposit on a street, alley or other public place mud, muck dirt, litter or foreign matter of any kind.

C. A person who is operating or otherwise in charge of a motor vehicle, upon observing that the vehicle is discharging litter, immediately shall take all steps necessary to prevent any additional discharge, and collect and properly dispose of any litter so discharged.

D. A person operating or otherwise in charge of a motor vehicle who for any reason except personal injury is unable to prevent the discharge of litter from the motor vehicle or collect and dispose of the discharged litter, immediately shall report such discharge of litter to the city. The city may respond to the report by collecting and disposing of the litter at the expense of the person operating or otherwise in charge of the vehicle.

8.32.050 - Abatement of litter on private property. The owner or person in control of private property shall at all times maintain the property free of litter, except for the storage of litter in authorized receptacles for collection. The city manager may abate a violation of this section in the manner provided for abatement of a public nuisance in Section 8.08.030.

8.32.060 - Distribution of handbills. No person may deposit a handbill:

A. In or upon any sidewalk, street or other public place;

B. Upon any parked vehicle;

C. In or upon any private premises which is uninhabited or vacant; or

D. In or upon any private premises if an occupant requests the person not to do so or declines to accept the handbill, or if the premises bears in a conspicuous position near the entrance a sign stating the words: "No Trespassing," "No Peddlers or Agents," "No Advertisement," "No Soliciting" or words of similar import.

8.32.070 - Posting on public structures prohibited. No person may post or affix any notice, poster, sign or similar item to any signpost, lamppost, utility pole or tree, upon any public structure or building, or in or upon any public right-of-way, except as may be authorized or required by law.

Section 6. Cordova Municipal Code Chapter 14.20 is enacted to read as follows:

Chapter 14.20 – GARBAGE

Sections:

14.20.010 - Purpose.

14.20.020 - Definitions.

14.20.030 - Refuse collection required—Fees.

14.20.040 - Refuse collection—Service type and frequency.

14.20.050 - Refuse collection—schedule of collection routes.

14.20.060 - Refuse collection—Obstructions prohibited.

14.20.070 - Refuse collection—Delivery to disposal site or incinerator.

- 14.20.080 - Containers—Specifications.
- 14.20.090 - Containers—Location.
- 14.20.100 - Containers—Depositing other than refuse prohibited.
- 14.20.110 - Containers—unauthorized use prohibited.
- 14.20.120 - Garbage—unauthorized transport prohibited.
- 14.20.130 - Garbage—vehicle requirements.
- 14.20.140 - Rubble—collection and disposal
- 14.20.150 - Fees for collection and disposal.
- 14.20.160 - Refuse rate collection.
- 14.20.170 - Trespassing, removal of material from refuse disposal site.
- 14.20.180 - Violation.

14.20.010 - Purpose. The purpose of this chapter is to provide for the collection and removal of garbage and refuse within the corporate limits of the city to protect the health and well-being of the inhabitants of the city.

14.20.020 - Definitions. In this chapter:

- A. "Authorized collector" means a person with whom the city has contracted or whom the city has licensed to collect and dispose of refuse.
- B. "Bag" means a refuse bag constructed of either polyethylene or paper approved by the city manager for indoor and outdoor storage of dry, wet and flammable refuse.
- C. "Commercial service" means service that is not residential service.
- D. "Container" or "can" means a sturdy receptacle, either furnished by the city or approved by the city manager for refuse collection for commercial or residential service.
- E. "Customer" means a person who establishes an account with the city for the collection and disposal of refuse.
- F. "Dwelling unit" means a structure or portion thereof providing independent and complete cooking, living, sleeping and toilet facilities for one or more persons living as a single housekeeping unit, as distinguished from a group occupying a rooming house, dormitory or hotel.
- G. "Garbage" means food waste.
- H. "Holiday" means a recognized city holiday under Section 4.48.040.
- I. "Refuse" means all forms of solid waste including garbage and rubbish, but excluding rubble.
- J. "Residential service" means service to one or more dwelling units.
- K. "Rubbish" means grass clippings, hedge trimmings under three feet in length, paper and small light scrap lumber.
- L. "Rubble" means brushwood, heavy yard trimmings which cannot be conveniently cut into three-foot lengths, discarded fence posts, ashes, cinders, street sweeping, catch basin muck, concrete, mortar, stones, bricks, scrap metal or other similar construction materials, trees or materials resulting from the erection or destruction of buildings.

14.20.030 - Refuse collection required—Fees.

- A. The city shall provide refuse collection and disposal within the city subject to and in accordance with the provisions of this chapter.
- B. A person who owns or occupies a premises where refuse is generated shall contract with the city or its authorized collector for refuse collection service and pay the fee therefor prescribed by the council by resolution from time to time, unless exempted from the collection requirement by the city manager.

14.20.040 - Refuse collection—Service type and frequency. The city or its authorized collector shall collect and remove refuse from customers' premises according to the following schedule:

A. Residential service shall consist of the removal of refuse from containers weighing not more than 75 pounds when full, a minimum of once weekly. When a holiday is observed on the normal day of collection, the collection will be made the following day.

B. Commercial service shall consist of the removal of refuse either from containers weighing not more than 75 pounds when full, or from bulk storage containers, once daily except Sundays and holidays, or as frequently as the owner or the city manager determines to be necessary.

14.20.050 - Refuse collection—schedule of collection routes. The city or its authorized collector shall maintain on file with the city manager a current schedule of its refuse collection routes, and the city or the authorized collector shall follow the routes shown in that schedule.

14.20.060 - Refuse collection—Obstructions prohibited. No person may obstruct the collection of refuse required under this chapter from premises owned or controlled by the person, including without limitation by the presence of excessive snow, vicious animals or parked vehicles. The city or its authorized collector need not collect refuse from a premises where such an obstruction is present.

14.20.070 - Refuse collection—Delivery to disposal site or incinerator. All refuse that is collected in the city shall be delivered to a city-approved disposal site or incinerator, and deposited there in the place and manner designated by the city manager.

14.20.080 - Containers—Specifications.

A. A person owning or controlling a premises from which refuse collection is required shall provide a sufficient number of containers having a capacity of twenty to thirty-three gallons for the storage of refuse before its collection.

B. A person owning or controlling a premises that generates a quantity of refuse that is impractical to store in containers described in subsection A of this section, shall maintain a sufficient number of metal bulk refuse storage containers of a type approved by the city manager for the storage of refuse before its collection.

C. The owner or occupant of a premises where refuse is generated shall place the daily accumulation of refuse from the premises other than rubbish in a container provided under this section, eliminating as far as possible all liquid from the refuse and securely wrapping the refuse in an impermeable bag before placing it in the container.

D. The owner or occupant of a premises where rubbish is generated shall place the rubbish for collection in front of the premises near the back of the curb or edge of the roadway in a location easily accessible for the collector.

14.20.090 - Containers—Location. Before the time for refuse collection, the owner of a premises shall place all containers of refuse for collection in plain view at the same accessible location on the premises no less than 50 feet from the nearest roadway. The containers shall be placed at ground level or on an open platform or porch not more than four feet above the adjacent roadway, so that they may be reached from the ground by the collector. If the premises abuts a public alley, the containers shall be placed immediately adjacent to the alley. If the premises does not abut a public alley, but is served by a private driveway, the containers shall be placed immediately adjacent to the driveway.

14.20.100 - Containers—Depositing other than refuse prohibited. No person may deposit any material other than refuse in a container from which refuse is to be collected under this chapter. The city or its authorized collector need not collect refuse from a container that holds material other than refuse.

14.20.110 - Containers—unauthorized use prohibited. No person may deposit refuse in a refuse container provided for the use of another premises, owner or occupant without the permission of the person who owns or controls the other premises, or the other owner or occupant.

14.20.120 - Garbage—unauthorized transport prohibited. No person other than the city or its authorized collector may operate a motor vehicle transporting garbage in the city.

14.20.130 - Garbage—vehicle requirements. Garbage may be transported by motor vehicle only in a sanitary, watertight and fly-tight enclosed metal container that is cleaned once during every twenty-four hour period of operation. A vehicle used to transport garbage must be of a size approved by the city manager, and kept in good running order and in a clean, sanitary condition.

14.20.140 - Rubble—collection and disposal A licensed collector or the owner shall collect and dispose of rubble within the city.

14.20.150 - Fees for collection and disposal. The following fees are payable for collection and disposal under this chapter:

A. Hazardous material disposal:

|                           |               |
|---------------------------|---------------|
| Waste oil                 | \$0.21/gallon |
| Batteries 4D & larger     | \$11.50 each  |
| Batteries smaller than 4D | \$5.75 each   |

B. Vehicle disposal:

|  |   |
|--|---|
| Autos and light trucks                 | \$209.00                                |
| Autos and light trucks on cleanup day  | Free                                    |
| Large trucks and equipment             | \$15.18/cubic yard;<br>\$523.00 minimum |
| Campers, mobile homes, 32 feet or less | \$173.00                                |
| Campers, mobile homes, over 32 feet    | \$345.00                                |

Vehicles are accepted only at the seventeen mile landfill with valid current title and certification that all fluids, tires and batteries have been removed.

C. Residential service—once per week.

|                                 |                   |
|---------------------------------|-------------------|
| 1-3 35-gallon containers        | \$38.72/month     |
| Each additional container       | \$2.30/pick-up    |
| Bulk material not in containers | \$5.44/cubic yard |

D. Commercial service.

|                                     |               |
|-------------------------------------|---------------|
| 1-3 35-gallon containers, once/week | \$38.72/month |
|-------------------------------------|---------------|

|                                   |               |
|-----------------------------------|---------------|
| Dumpster rental:                  |               |
| 3 cu. yd. dumpster                | \$23.02/month |
| 4 cu. yd. dumpster                | \$31.39/month |
| 6 cu. yd. dumpster                | \$46.06/month |
| 8 cu. yd. dumpster                | \$61.74/month |
| Dumpster collection—not compacted |               |
| 3 cu. yd. dumpster                | \$34.54/each  |
| 4 cu. yd. dumpster                | \$34.54/each  |
| 6 cu. yd. dumpster                | 70.12/each    |
| 8 cu. yd. dumpster                | 93.14/each    |

## E. Additional services

1. Sunday collection: one and one-half times the regular rate.
2. Holiday collection: twice the regular rate.
3. Residential self-service at baler: \$27.22/month.
4. Dumpster exchange: hourly labor rate.
5. Labor and equipment rates

|   |                         |          |
|---|-------------------------|----------|
| Vehicle and driver, straight time       | \$115.12/hr;<br>minimum | \$78.50  |
| Vehicle and driver, overtime            | \$146.52/hr;<br>minimum | \$115.12 |
| Each additional employee, straight time | \$70.12/hr              |          |
| Each additional employee, overtime      | \$93.14/hr              |          |

F. Recyclable collection. Cardboard and aluminum must be clean and well separated to be eligible for the reduced rates quoted below.

1. Container rental: one-half regular monthly rate.
2. Container collection one-half of regular rate.
3. Recyclables, clean and well separated, delivered to baler by residential customer: no charge.
4. Recyclables, clean and well separated, delivered to baler by commercial customer: twenty-five percent of regular rate.

## G. Tipping Fees at Baler.

|   |                     |
|---|---------------------|
| Residential and commercial refuse                             | \$ 5.44/cubic yard  |
| Construction and building materials*                          | \$7.33/cubic yard   |
| Asbestos materials**  | \$104.65/cubic yard |
| Scrap metal   | \$ 15.54/cubic yard |
| Major household appliances, except refrigerators and freezers | \$7.74 piece        |
| Refrigerators and freezers                                    | 46.05 each***       |

\*paints will be accepted if separated and with prior approval.

\*\*subject to two weeks prior notice and approval.

\*\*\*Charge does not include cost of Freon removal, which must be accomplished before disposal.

H. Boat/hull disposal: Estimated labor & equipment costs as required to prepare for placement in the landfill, plus estimated cubic yardage at construction building material rate.

14.20.160 - Refuse rate collection. The city shall bill and collect refuse rates in accordance with Section 14.04.040.

14.20.170 - Trespassing, removal of material from refuse disposal site. No person may:

A. Enter or remain in any area at a refuse disposal site that is closed to the public, except in the course of employment by the city or an authorized collector.

B. Remove refuse or rubble from any site maintained by the city or its authorized operator for refuse disposal without prior authorization from the city manager.

Section 7. Cordova Municipal Code 16.05.010 is amended to read as follows:

16.05.010 - Adoption of codes. The city, pursuant to Section 2-15 of its Home Rule Charter, adopts by reference the following codes of technical regulation:

A. Uniform Building Code, current adopted state code;

B. Uniform Mechanical Code, current adopted state code;

C. Uniform Plumbing Code, current adopted state code;

D. National Electrical Code, current adopted state code;

E. Uniform Sign Code, current adopted state code;

F. Uniform Fire Code, current adopted state code.

**G. 1997 Uniform Code for Abatement of Dangerous Buildings.**

Section 8. Cordova Municipal Code 18.32.010 is amended to read as follows:

18.32.010 - Permitted uses. The following uses are permitted in the I district:

All uses not otherwise prohibited by law, except any residential or commercial use, **and any conditional use.**

Section 9. Cordova Municipal Code 18.32.025 is enacted to read as follows:

18.32.025 - Conditional uses. Subject to the requirements of the conditional use standards and procedures of this title, the following conditional uses may be permitted in the I district:

A. Junkyards.

Section 10. Cordova Municipal Code 18.60.030 is enacted to read as follows:

18.60.030 - Junkyards. In addition to other applicable requirements, a junkyard conditional use is subject to the following:

A. An applicant for a junkyard conditional use shall submit a site development plan to the planning and zoning commission containing the information required by the city planner. The

planning and zoning commission shall review the site development plan, taking into account the following:

1. The nature and development of the surrounding property;
2. The need to protect the local economy, adjacent land owners, and the motoring public from economically depressing and unsightly roadside locations;
3. The proximity of the proposed junkyard to churches, schools, hospitals, public buildings, recreation areas, or other places of public gathering;
4. The sufficiency in number of other similar business establishments in the city;
5. The adequacy of fences and other types of enclosures proposed to prevent the unsightly display of the salvage yard;
6. The health, safety, and general welfare of the public; and
7. The suitability of the applicant to establish, maintain or operate such a business

B. A conditional use permit for a junkyard shall require that the junkyard be screened from public view with a privacy fence not less than seven nor more than ten feet in height. Slats in the fence shall be spaced no greater than two inches apart.

Section 11. This ordinance shall be effective thirty (30) days after its passage and publication. This ordinance shall be enacted in accordance with Section 2.13 of the Charter of the City of Cordova, Alaska, and published in the Cordova Times, a newspaper of general circulation in the City, within ten (10) days after its passage.

1st reading: March 14, 2013

2nd reading and public hearing: March 20, 2013

**PASSED AND APPROVED THIS 20<sup>th</sup> DAY OF MARCH, 2013.**

---

James Kacsh, Mayor

Attest:

---

Susan Bourgeois, City Clerk

# Memorandum

To: Mayor and City Council  
Through: Donald L. Moore, Interim City Manager  
Re: Follow up with Council Member David Allison Code Chapters 8 & 14  
Date: March 15, 2013  
From: Samantha Greenwood, Planner

---

At the March 14<sup>th</sup> Special Council meeting, member David Allison had some questions concerning the code revision for chapters 8 and 14. Moe Zamarron, Public Works Director, David Allison and Samantha Greenwood met on the morning of the 15<sup>th</sup> to address his questions and make any necessary edits. None of the edits made are substantial. The issues discussed and edits made are listed below.

1. Explanation of order of the two ordinances. Ordinance 1107 has to be passed first. In this ordinance garbage is removed from Chapter 8 and put into Chapter 14. This allows for Garbage to remain in effect prior to Chapter 14 being passed. This is also necessary if for some reason Chapter 8 passed but Chapter 14 did not. Mr. Allison questioned why changes were made in Ordinance 1107 to garbage; even though those changes would be replaced when Ordinance 1108 will replace the changes in 1107 that was a lawyer call. We decided that the most important changes were 1108 and we would focus on those. Moe and I determined that if Chapter 14 was not passed the changes would be sufficient until Chapter 14 could be passed.
2. We discussed the wording in section 14.12.180 – Sewer connection required and 14.08.030 - Water connection required where sewer has wording human occupancy and water does not. Sewer will continue to have the word human occupancy, allowing Public Works to enforce connection of sewer to any facility that has human occupancy. While in the case of water, Public Works may want to enforce connection to a place that does not have human occupancy such as a park where having potable water may be required. In both connection requirements the city can notice any facility that is within 150 feet of the water and sewer mains to connect.
3. Ordinance 1108 will remove the fees from Chapter 14 and update refuse. It was determined that the fines would stay in the code; which is what the table at the beginning of the Ordinance 1108 is updating fines in Chapter 1 General Provisions.
4. Ordinance 1108 Chapter 14 14.20.120 Refuse and Chapter 14 14.20.130 were edited as follows to address Mr. Allison's concern that as stated these sections did not allow citizens to transport garbage.

14.20.120 - Refuse—unauthorized transport prohibited. No person other than the city or its authorized collector may operate a motor vehicle transporting garbage in the city **for profit**.

14.20.130 - Refuse—vehicle requirements. A vehicle used to transport ~~refuse~~ **garbage for profit** must be of a size approved by the city manager, and kept in good running order and in a clean, sanitary condition.



## **MEMORANDUM**

**TO: MAYOR AND CITY COUNCIL  
CITY OF CORDOVA**

**FROM: THOMAS F. KLINKNER**

**RE: REVISION OF CORDOVA MUNICIPAL CODE TITLE 14**

**FILE NO.: 401,777.187**

**DATE: MARCH 11, 2013**

---

Submitted with this memorandum is an ordinance revising Cordova Municipal Code Title 14, Public Services. At present, Title 14 consists of the following 6 Chapters:

- Chapter 14.04 - UTILITIES GENERALLY
- Chapter 14.08 - WATER SERVICE
- Chapter 14.12 - RESERVED
- Chapter 14.16 - SEWERS
- Chapter 14.24 - CITY CEMETERIES
- Chapter 14.28 - HOSPITAL<sup>1</sup>

As revised, Title 14 consists of the following 5 Chapters:

- Chapter 14.04 – UTILITIES GENERALLY
- Chapter 14.08 – WATER SERVICE
- Chapter 14.12 – SEWER SERVICE
- Chapter 14.20 – REFUSE
- Chapter 14.24 – CITY CEMETERIES

A new Chapter, 14.20, Refuse, has been moved to Title 14 from Title 8, because it concerns the City's refuse collection and disposal services.

Other provisions of Title 14 that should be addressed elsewhere in the Code are moved to their proper location. Violations and penalties are consolidated in Chapter 1.28, Violations (See Ordinance Sections 1 and 2). Provisions regarding the disposal of sewage and waste other than in the City sewer system are moved to a new Chapter 8.36, Wastewater Disposal, in Title 8, Health and Safety (see Ordinance Section 4).

---

<sup>1</sup> Present Chapter 14.28, Hospital, was repealed and replaced by Title 15, City Owned Medical Facilities, by Ordinance 1106 adopted February 20, 2013, which will become effective 30 days after its publication.

Finally, Ordinance Section 3 repeals and reenacts Title 14 itself. Chapter 14.04, Utilities Generally, has been rewritten to incorporate all material that concerns all City utility services. Duplicated material in the chapters regarding individual utility services has been deleted. Fees and charges for City utility service will be adopted in the City fee schedule by resolution, so provisions of Title 14 specifying fees and charges for utility service have been deleted. Other changes to Title 14 include matters of substance recommended by the City administration to update utility service requirements and delete obsolete material, as well as changes in style for the purpose of clarity and grammatical correctness.

TFK/

**CITY OF CORDOVA, ALASKA  
SUBSTITUTE ORDINANCE 1108**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, AMENDING  
CORDOVA MUNICIPAL CODE SECTION 1.28.085; REPEALING AND REENACTING  
CORDOVA MUNICIPAL CODE TITLE 14; AND ENACTING CORDOVA MUNICIPAL CODE  
CHAPTER 8.36; REGARDING CITY UTILITIES AND RELATED MATTERS.**

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

Section 1. Cordova Municipal Code 1.28.085 is amended by adding at the end of the part of the table headed, “Health and Safety” the following:

| Code Ref. | Code Title  | Fine per Day |
|-----------|---|--------------|
| 8.36.020  | Deposit—Objectionable waste prohibited                  | \$300.00     |
| 8.36.030  | Deposit—Certain substances prohibited in natural outlet | \$300.00     |
| 8.36.040  | Private sewage disposal systems                         | \$300.00     |

Section 2. Cordova Municipal Code 1.28.085 is amended by deleting the tables headed, “Water—Rates” and “Garbage”, and replacing them with the following:

| Public Services |  |              |
|-----------------|--|--------------|
| Code Ref.       | Code Title   | Fine per Day |
| 14.08.060       | Water service—prohibited conduct                           | \$300.00     |
| 14.20.030       | Refuse collection required                                 | \$75.00      |
| 14.20.060       | Refuse collection—obstructions prohibited                  | \$75.00      |
| 14.20.070       | Refuse collection—delivery to disposal site or incinerator | \$75.00      |
| 14.20.080       | Containers—specifications                                  | \$75.00      |
| 14.20.090       | Containers—location  | \$75.00      |
| 14.20.100       | Containers—depositing other than refuse prohibited         | \$75.00      |
| 14.20.110       | Containers—unauthorized use prohibited                     | \$75.00      |
| 14.20.120       | Garbage—unauthorized transport prohibited                  | \$75.00      |
| 14.20.130       | Garbage—vehicle requirements                               | \$75.00      |
| 14.20.160       | Trespassing, removal of material from refuse disposal site | \$75.00      |

Section 3. Cordova Municipal Code Title 14 is repealed and reenacted to read as follows:

Title 14 - PUBLIC SERVICES

Chapters:

- Chapter 14.04 – UTILITIES GENERALLY
- Chapter 14.08 – WATER SERVICE
- Chapter 14.12 – SEWER SERVICE
- Chapter 14.20 – REFUSE
- Chapter 14.24 – CITY CEMETERIES

Chapter 14.04 - UTILITIES GENERALLY

Sections:

14.04.010 - Definitions

14.04.020 – Utility service fees and charges.

14.04.030 - Responsibility for utility service fees and charges.

14.04.040 - No implied approval.

14.04.050 - Customer account; service agreement; deposit.

14.04.060 – Utility service to tenants.

14.04.070 – Water, sewer and storm water connections.

14.04.080 – Administration of utility service fees and charges.

14.04.090 - Due date and delinquency.

14.04.100 - Billing errors and disputes.

14.04.110 - Temporary discontinuation of service.

14.04.120 - Disconnection.

14.04.130 - Resale of service prohibited.

14.04.140 - Enforcement.

14.04.010 – Definitions. In this title:

"Commercial" means retail establishments, restaurants, hotels, offices, and other establishments engaged in commercial enterprise.

"Connection" means all pipes, fittings and appurtenances for water, sewer or storm drainage between the facility property line and the main.

"Customer" means a person with whom the city contracts to provide utility service.

"Disconnection" means the permanent termination of utility service by the removal of all or part of the connection to a facility.

"Dwelling unit" means one or more rooms designed as a unit for occupancy by not more than one family sharing common living, bath and kitchen areas.

"Facility" means a structure or parcel of real property to which city utility service is provided or to be provided.

"Industrial" means wholesale establishments, canneries, processors, hospitals, and other activities involving the assembling, fabrication, finishing, manufacturing and packaging of tangible personal property.

"Industrial waste" means the liquid wastes from industrial processes as distinct from sewage.

"Main" means city-owned pipes along public streets or rights-of-way used for distributing water or collecting sewage or storm water.

"Month" means a calendar month.

"Multifamily dwelling" means a building that contains two or more dwelling units.

"Professional surveyor" means a person who is registered as a professional land surveyor under the laws of the State of Alaska.

"Service line" means all pipes, fittings and appurtenances for water, sewer or storm drainage between the facility property line and the plumbing of the facility.

"Sewage" means waterborne human wastes or graywater derived from dwelling units and other facilities

"Sewer" means a pipe that carries sewage and to which stormwater, surface water and groundwater are not intentionally admitted.

"Single-family dwelling" means a building that contains one dwelling unit.

"Storm sewer" means a pipe that carries storm water and surface water and drainage but excludes sewage and polluted industrial wastes.

"Stub-in" means a junction between a main and a connection.

"Tenant" means a person that is occupying or using a facility that the person does not own.

"Utility" means the water, sewer or garbage utility of the city.

“Wholesale establishment” means a place of business primarily engaged in selling or distributing merchandise to purchasers for resale or incorporation in other products or services.

14.04.020 – Utility service fees and charges. Except as this title provides otherwise, the council by resolution shall determine from time to time the amounts of all fees for utility service. Such fees and charges shall be payable in the amount stated in the resolution that is in effect as of the date that payment is due.

14.04.030 - Responsibility for utility service fees and charges. The customer shall be responsible for all fees and charges for utility service to each facility for which the customer has established a customer account under Section 14.04.050, from the time the customer establishes the customer account until the date as of which the customer has discontinued the utility service in accordance with Section 14.04.110. The customer and the owner of the facility shall be jointly and severally responsible for all fees and charges for utility service to a facility of which the customer is not the owner. The owner of a facility remains responsible for all fees and charges for utility service to the facility regardless of the absence of a customer account for the facility, or the establishment or discontinuance of a customer account for the facility.

14.04.040 - No implied approval. The city's provision of utility service to a facility, or charging for that service, does not imply that the use of the facility complies with any other local, state or federal legal requirement.

14.04.050 - Customer account; service agreement; deposit.

A. A person may obtain utility service from the city only after establishing a customer account for the service. There shall be a single customer account for each facility, and only one facility for each customer account. The account is established upon the city's receipt of:

1. A utility service agreement in a form approved by the city, signed by the customer;
2. If the customer does not own the facility that is to be served, the written consent of the owner of the facility required under Section 14.04.060; and
3. The required deposit and administrative fee.

B. The city may require proof of ownership from the person identified in the utility service agreement as the owner of the facility to which service is provided.

C. The deposit required to open a customer account for utility service shall be equal to one and one-half times the monthly cost of each utility service provided to the customer. If the charge for a utility service varies with usage, the city shall determine the deposit amount for that service based on its estimate of that usage. The city may apply the deposit to any delinquent balance on the customer's account, and as a condition of continuing service may require the customer to restore any deposit amount that has been so applied. The city shall return a deposit to the customer if the account has not been delinquent at any time during a period of 24 consecutive months.

14.04.060 - Utility service to tenants.

A. Before a person other than the owner who occupies a facility may establish a customer account for utility service to the facility the person must file with the city the written consent of the owner of the facility in which the owner agrees to pay any delinquent charges for utility service, and any charges for utility service to the facility that accrue after the customer has discontinued the utility service.

B. Except as provided in subsection (A) of this section, a customer account for utility service

to a facility that is a mobile home park, multifamily dwelling or multiple occupancy commercial building must be established by the owner of the facility.

C. The owner of a facility that is a mobile home park, multifamily dwelling or multiple occupancy commercial facility shall be responsible for the maintenance, repair, connection and disconnection of all pipes, fittings and appurtenances for conveying water or wastewater that are located on the owner's property.

D. The owner of a facility that is a mobile home park, multifamily dwelling or multiple occupancy commercial building shall not be required to supply a written consent as required in subsection (A) of this section for water or sewer service to those units of the facility that are equipped with a water service containing an effective water valve readily accessible by city personnel. In such a facility, each tenant will be independently responsible for establishing its individual customer account for utility services.

14.04.070 – Water, sewer and storm water connections.

A. No person may excavate, alter, disturb, connect to, or disconnect from, any city water, sewer or storm water main except as permitted under this section.

B. No person may connect any facility to a city water, sewer or storm water main without first obtaining a permit therefor and paying the applicable connection fee. The owner of the facility or the owner's agent shall apply for the permit on a form furnished by the city. The permit application shall be supplemented by any plans, specifications or other information considered pertinent in the judgment of the city.

C. No person may change any facility that is connected to the city water or sewer system in a manner that increases substantially the facility's demand for water or sewer utility service without first paying any applicable expansion fee.

D. The city shall construct at the customer's expense any stub-in and connection to a city water, sewer or storm water main that is required to provide service to the customer. The city will commence construction only after receiving from the customer the applicable connection fee and a deposit equal to the city's estimate of the construction cost. The city will determine the actual cost of construction after the construction is completed. If the amount of the customer's deposit exceeds the actual cost, the city shall refund the excess to the customer. If the actual cost exceeds the amount of the customer's deposit, the customer shall pay the excess to the city before the customer will be permitted to connect to the main.

E. The customer shall construct any required service line at the customer's expense, in conformity with the city's standard specifications, or the owner may request that the city install the service line at the customer's expense.

1. If the customer will construct the service line, the customer may commence construction only after paying to the city the connection fee required under subsection (B) of this section, the cost of any necessary stub-in and connection to the water or sewer main as provided in subsection (D) of this section, and the fee prescribed by the city for inspecting the service line construction.

2. If the city will construct the service line, the city will commence construction only after receiving from the customer the fees and costs described in paragraph (1) of this subsection, plus a deposit equal to the city's estimate of the construction cost. The city will determine the actual cost of construction after the construction is completed. If the amount of the customer's deposit exceeds the actual cost, the city shall refund the excess to the customer. If the actual cost exceeds the amount of the customer's deposit, the customer shall pay the excess to the city before the city will commence utility service.

F. The customer is responsible for repairing and maintaining each service line that is connected to the customer's facility, whether the service line is on the property of the customer or the property of another. To determine the extent of the customer's repair and maintenance responsibility, the city will locate the property line of the customer's facility. A customer who disagrees with the city's location of a property line under this subsection may have corners marked or a survey performed by a professional surveyor at the customer's expense to locate the property line. Necessary repair work may proceed while a property line location dispute is being resolved, with the cost of the work being allocated on the basis of a subsequent marking of corners or survey. If a customer does not perform any necessary repair or maintenance of a service line, the city, upon 24 hours' written notice to the customer, or immediately if the public health requires it, may commence such repairs and maintenance and charge the costs thereof to the customer.

G. At the time a water leak within 15 feet of either side of the property line is being repaired, the property owner shall replace or repair any missing or inoperable valve box in the water line that is being repaired.

H. If the city finds that a facility has been connected to the city water, sewer or storm water main without payment of the applicable connection or expansion fee, the city at any time may determine and assess the applicable connection or expansion fee that is in effect at the time of the assessment, plus interest from the date of the connection or expansion until payment at a rate of ten percent per annum or the highest legal interest rate, whichever is less.

14.04.080 – Administration of utility service fees and charges.

A. The city from time to time shall determine the classification and type of utility service provided to a customer based on actual use factors or changes in use.

B. The charge for a partial month of utility service that is payable on a monthly basis shall be computed based on a daily rate.

C. The charge for utility service to a facility that is a single-family dwelling that is payable on a monthly basis shall be reduced by 50 percent for any month in which no person occupies the dwelling other than a person over the age of seventy and that person's spouse, and the prior year's Alaska Permanent Fund Dividend application for each occupant identifies the facility as the occupant's primary place of residence. The presence in a dwelling of one or more visitors for a period no longer than fourteen days in a month does not affect eligibility for this discount.

D. The city shall determine from time to time the use classification of any facility for which charges for utility service are based on its use classification. The city will change the use classification of a facility upon the application of a customer supported by evidence demonstrating to the satisfaction of the city that the change is warranted. A change in use classification shall be subject to any applicable expansion fee.

14.04.090 – Due date and delinquency.

A. Charges for utility service are due and payable no later than 25 days after the end of the month in which the service was provided, and shall be delinquent if not paid on or before the due date.

B. Charges for utility service that have not been paid within 35 days after the date of delinquency are subject to the accrual of the applicable penalty charge

C. The city manager, at his discretion, may authorize a payment plan for a customer whose account is delinquent. The city manager shall submit delinquent accounts for which a payment plan has not been authorized for collection by the method that the city manager determines to be in the best interest of the city.

14.04.100 – Billing errors and disputes.

A. The city will correct any utility billing error which it discovers or of which it is given notice not later than the end of the third billing period after the billing period in which the error occurred. The city shall refund any resulting overpayment to the customer, and bill the customer for any resulting underpayment.

B. A customer may contest the amount of any utility service charge not later than the end of the third billing period after the billing period for which the contested amount was charged, by written notice to the city manager. The written notice shall include without limitation the following information:

1. Identification of the bill on which the contested amount appeared;
2. A statement of the amount that is contested; and
3. A statement of the reasons why the customer believes the contested amount to be in error.

C. The city manager shall respond to a timely notice contesting a utility charge within 10 working days after receiving the notice. A customer that is dissatisfied with the city manager's response may submit the matter to the city council at its next regular meeting occurring at least 10 working days after the date of the city manager's response. The decision of the city council on a disputed utility charge shall be final.

D. Contesting a utility service charge does not affect the obligation to make timely payment of any uncontested utility service charge or portion thereof.

14.04.110 – Temporary discontinuation of service.

A. The city may discontinue any utility service:

1. For which service charges are delinquent after the tenth day of the first month following the date of delinquency;
2. For which there is no utility service billing agreement or for which no customer account has been established; or
3. Which is being used or maintained in violation of any provision of this title.

B. Water service shall be discontinued by turning off the service. Sewer service shall be discontinued by turning off the water service to the facility.

C. At least five working days before discontinuing service under subsection (A) of this section, the city shall provide the customer with written notice by certified or registered mail, return receipt requested, of the discontinuation of service, or shall post notice of the discontinuation of service on the affected facility.

D. The city will discontinue utility service at the request of a customer, upon the customer's payment of the cost of discontinuing the service.

E. During any discontinuation of utility service, the customer shall continue to pay any applicable minimum monthly charge for the service.

F. The city will restore discontinued service at the request of a customer, upon the customer's payment of all unpaid minimum monthly charges that accrued during the period of service discontinuation, all delinquent service charges, penalty and interest, and the cost of discontinuing and restoring the service. The customer shall pay such charges and costs when due, but in any event before the city restores discontinued service.

14.04.120 – Disconnection.

A. The city may permanently disconnect any connection to a facility that has been vacant for a minimum of five years, or to prevent a hazard to public health or safety.

B. The city will permit the record owner to disconnect a connection to a facility that is



vacant of any buildings or improvements. The owner shall bear the cost of removing the connection. Once a connection has been removed, it may not be reinstalled until the owner has applied for and received a permit for the new connection.

C. No utility service charges shall accrue during the time that the utility service is disconnected.

14.04.130 - Resale of service prohibited. No person may resell city utility service without first obtaining the written permission of the city.

14.04.140 – Enforcement.

A. The city manager shall enforce this title. Upon application by a customer showing that compliance with a requirement of this title regarding the customer's facility is unreasonable or impractical, the city manager may waive or vary the requirement upon finding that the waiver or variance will have no adverse effect on the public health, safety or welfare.

B. Every person who owns or occupies a facility connected to a city utility service is subject to the provisions of this title, and the right of the city to discontinue service in the event of the person's failure to comply with the terms and provisions of this title, including without limitation the person's failure to make timely payment of all rates and charges fixed and established in this title.

C. Every person who owns or occupies a facility connected to a utility service shall provide authorized city employees with access to the facility at all reasonable times for investigating violations of this chapter or for conducting routine inspections. Refusal to permit any reasonable inspection or investigation shall be grounds for discontinuance of utility service.

Chapter 14.08 - WATER SERVICE

Sections:

14.08.010 - Water meters.

14.08.020 – Turning water service on and off.

14.08.030 - Water connection required.

14.08.040 - Temporary water service to vessels.

14.08.050 - Use of fire hydrants.

14.08.060 - Prohibited conduct.

14.08.010 - Water meters. Water meters are required for water service to all new commercial and industrial buildings, and upon any major remodeling of an existing commercial or industrial building. Where metered water service is provided, the customer shall pay the city the cost of the water meter and the cost of its installation. Where the city installs a water meter without payment by the customer, the city may recover the cost of the water meter and its installation by charging a monthly fee in addition to charging for water service. The city shall own and control water meters at all times.

14.08.020 – Turning water service on and off. The city shall turn water service on or off subject to payment of the applicable fee.

14.08.030 - Water connection required. The owner of a facility that is located on a lot adjacent to a street, alley or right-of-way where a city water main is located not more than one hundred fifty feet from the nearest point at which the lot adjoins the street, alley or right-of-way must cause the facility to be connected to the water main at the owner's expense within ninety days after official notice to do so.

14.08.040 - Temporary water service to vessels. Water service to a vessel temporarily moored to a dock shall include either a physical separation between the supply hose and the receiving vessel with a width not less than two and one-half times the diameter of the supply hose, or a backflow prevention device approved by the city.

14.08.050 - Use of fire hydrants. No person other than a member of the fire department performing official duties or an authorized employee of the city may connect to, turn on or turn off any fire hydrant without first obtaining a permit from the city.

14.08.060 - Prohibited conduct. No person may:

A. Willfully or knowingly permit the city water supply to be depleted or wasted by causing or permitting water to flow from any pipe, faucet, tap or other outlet except to use the water for residential, commercial or industrial purposes.

B. Draw water from a city water main without first opening a customer account for water service with the city.

C. Pollute, or make unpalatable or unwholesome or unhealthful, any water used, kept or intended for human consumption or domestic purposes.

D. Fail to install a city-approved backflow prevention device required by the city to prevent the backflow of unsanitary material into the city water system.

## Chapter 14.12 – SEWER SERVICE

### Sections:

14.12.010 – Definitions.

14.12.020 – Separate service line required.

14.12.030 - Use of old service line.

14.12.040 - Service line—Excavation.

14.12.050 - Service line—Pipe specifications.

14.12.060 - Service line—Depth and grade.

14.12.070 - Service line—Lifting sewage.

14.12.080 - Service line—Size and slope.

14.12.090 - Service line—Joints.

14.12.100 - Service line—Location.

14.12.110 - Service line—Inspection.

14.12.120 - Grease, oil and sand interceptors.

14.12.130 - Control manhole.

14.12.140 - Preliminary treatment facilities.

14.12.150 - Deposit—Certain waters prohibited in public sewer.

14.12.160 - Deposit—Prohibited wastes designated.

14.12.170 - Measurements, tests and analyses.

14.12.180 – Sewer connection required

14.12.190 - Special agreements.

14.12.010 – Definitions. In this chapter:

"pH" means the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

"Public works director" means the director of public works or the director's designee.

"Sewage treatment plant" means any arrangement of devices and structures used for treating sewage.

"Suspended solids" means solids that either float on the surface of, or are in suspension in water, sewage or other liquids.

"Wastewater collection and treatment system" means a system including sanitary sewers, sewer mains, pump stations, processing and treatment facilities, holding ponds, etc., all used for the gathering, transporting, and treating of wastewater prior to its re-entry into rivers, streams, or other bodies of water.

14.12.020 - Separate service line required. A separate and independent service line shall be provided for every facility, except that where one facility stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear facility through an adjoining alley, courtyard or driveway, the service line from the front building may be extended to the rear building and the whole considered as one service line.

14.12.030 - Use of old service line. An existing service line that served an abandoned or demolished facility may be used to serve a new facility only when the public works director finds that it meets all requirements of this chapter.

14.12.040 - Service line—Excavation.

A. All excavations for service line installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the city

B. All excavations required for the installation of a service line shall be open trench work unless otherwise approved by the public works director. Pipe laying and backfill shall be performed in accordance with specifications for APW project AAA 50-A-43, except that no backfill shall be placed until the work has been inspected.

14.12.050 - Service line—Pipe specifications. The service line shall be extra heavy cast iron, heavy vitrified clay pipe, concrete pipe or bituminized fiber pipe, polyvinyl chloride schedule 40, or acrylonitrile-butadiene-styrene (ABS) Schedule 40 as approved by the city. Joints shall be tight and waterproof. Any part of the service line that is located within ten feet of a water service pipe shall be constructed of cast iron pipe with leaded joints. Cast iron pipe with leaded joints may be required by the public works director where the service line is exposed to damage by tree roots. If installed in filled or unstable ground, the service line shall be of cast iron pipe, except that nonmetallic material may be accepted if laid on a suitable concrete bed or cradle as approved by the public works director.

14.12.060 - Service line—Depth and grade. Whenever possible, the service line shall be brought to the facility at an elevation below the basement floor. No service line shall be laid parallel to or within three feet of any bearing wall which might thereby be weakened. The depth shall be sufficient to afford protection from frost. The service line shall be laid at uniform grade and in straight alignment in so far as possible. Changes in direction shall be made only with properly curved pipe and fittings.

14.12.070 - Service line—Lifting sewage. If a service line is too low to permit gravity flow to the connection, sanitary sewage carried by such service line shall be lifted by approved artificial means for discharge into the connection.

14.12.080 - Service line—Size and slope. The size and slope of the service line shall be subject to

the approval of the public works director, but in no event shall the diameter be less than six inches for cast iron, cement or vitrified clay pipe, or four inches for bituminized fiber pipe, polyvinyl chloride (PVC) or acrylonitrile-butadiene-styrene (ABS). The slope of such pipe shall be not less than one-eighth inch per foot.

14.12.090 - Service line—Joints.

- A. All joints shall be made gastight and watertight.
- B. Cast iron pipe joints shall be firmly packed with oakum or hemp and filled with molten lead, not less than one inch deep. Lead shall be run in one pouring and caulked tight. No paint, varnish or other coating shall be permitted on the jointing material after the joint has been tested and approved.
- C. All joints in vitrified clay pipe or between such pipe and metals shall be made with approved hot-poured jointing material or cement mortar as specified below.
- D. Material for hot-poured joints shall not soften sufficiently to destroy the effectiveness of the joint when subject to a temperature of one hundred sixty degrees Fahrenheit, nor be soluble in any of the wastes carried by the drainage system. The joint shall be first caulked tight with jute, hemp or similar approved material.
- E. Cement joints shall be made by packing a closely twisted jute or oakum gasket of suitable size to fill partly the annular space between the pipes. The remaining space shall be filled and firmly compacted with mortar composed of one part Portland cement and three parts mortar sand. The material shall be mixed dry; only sufficient water shall be added to make the mixture workable. Mortar which has begun to set shall not be used or retempered. Lime putty or hydrated lime may be substituted to the extent of not more than twenty-five percent of the volume of the Portland cement that may be added.
- F. Other jointing materials and methods may be used only by approval of the public works director.

14.12.100 - Service line—Connection. The connection of the service line into the public sewer shall be made at the "Y" branch, if such branch is available at a suitable location. If the public sewer is twelve inches in diameter or less, and no properly located "Y" is available, the owner shall, at his expense, install a "Y" branch in the public sewer at the location specified by the public works director. Where the public sewer is greater than twelve inches in diameter, and no properly located "Y" branch is available, a neat hole may be cut into the public sewer to receive the service line with entry in the downstream direction at an angle of about forty-five degrees. A forty-five-degree ell may be used to make such connection, with the spigot end cut so as not to extend past the inner surface of the public sewer. The invert of the service line at the point of connection shall be the same or of a higher elevation than the invert of the public sewer. A smooth, neat joint shall be made, and the connection made secure and watertight by encasement in concrete. Special fittings may be used for the connection only when approved by the public works director.

14.12.110 - Service line—Inspection. The applicant for the service line installation shall notify the public works director when the service line is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the public works director.

14.12.120 - Grease, oil and sand interceptors.

- A. Grease, oil and sand interceptors shall be provided when, in the opinion of the public works director, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand and other harmful ingredients; except, that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the public works director, and shall be located so as to be readily and easily

accessible for cleaning and inspection.

B. Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, watertight, and equipped with easily removable covers which when bolted in place shall be gastight and watertight.

14.12.130 - Control manhole. When required by the public works director, the owner of any facility served by a service line carrying industrial wastes shall install a suitable control manhole in the service line to facilitate observation, sampling and measurement of the wastes. Such manhole, when required, shall be accessible and safely located, and shall be constructed in accordance with plans approved by the public works director. The manhole shall be installed by the customer at its expense, and shall be maintained by the customer so as to be safe and accessible at all times.

14.12.140 - Preliminary treatment facilities. Where preliminary treatment facilities are provided for any waters or wastes, they shall be maintained continuously.

14.12.150 - Deposit—Certain waters prohibited in sanitary sewer. No person may discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff, subsurface drainage, cooling water or unpolluted industrial process waters into any sanitary sewer. Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers, or to a natural outlet approved by the public works director. Industrial cooling water or unpolluted process waters may be discharged, upon approval of the public works director to a storm sewer or natural outlet.

14.12.160 - Deposit—Prohibited wastes designated. Except as provided in this chapter, no person may discharge or cause to be discharged any of the following described waters or wastes into any sanitary sewer:

- A. Any liquid or vapor having a temperature higher than one hundred degrees Fahrenheit;
- B. Any water or waste which may contain more than one hundred parts per million, by weight, of fat, oil or grease;
- C. Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas;
- D. Any garbage that has not been properly shredded;
- E. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure or any other solid or viscous substance capable of causing obstruction to the flow in a sewer or interference with the proper operation of a sewage treatment plant;
- F. Any waters or wastes having a pH lower than 5.5 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage treatment plant;
- G. Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, or create any hazard in the receiving waters of the sewage treatment plant;
- H. Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at a sewage treatment plant;
- I. Any noxious or malodorous gas or substance capable of creating a public nuisance;
- J. Any waters or waste from foundation drains, roof leaders and areaway drains.

14.12.170 - Measurements, tests and analyses. All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in Section 14.12.160 shall be determined

in accordance with "Standard Methods for the Examination of Water and Sewage" and shall be determined at the control manhole provided for in Section 14.12.130, or upon suitable samples taken at said control manhole. In the event that no control manhole has been required, the control manhole shall be considered to be the nearest manhole in the sewer downstream of the point at which the service line is connected.

14.12.180 – Sewer connection required. The owner of any facility used for human occupancy that is located on a lot adjacent to a street, alley or right-of-way where a city sewer main is located not more than one hundred fifty feet from the nearest point at which the lot adjoins the street, alley or right-of-way must cause the facility to be connected to the sewer main at the owner's expense within ninety days after official notice to do so.

14.12.190 - Special agreements. Notwithstanding any provision of this chapter, the city may enter into a special agreement with customer under which industrial waste of unusual strength or character may be accepted by the city for treatment, subject to payment the fees and charges provided in the agreement.

## Chapter 14.20 – REFUSE

### Sections:

- 14.20.010 - Purpose.
- 14.20.020 - Definitions.
- 14.20.030 - Refuse collection required.
- 14.20.040 - Refuse collection—Service type and frequency.
- 14.20.050 - Refuse collection—schedule of collection routes.
- 14.20.060 - Refuse collection—Obstructions prohibited.
- 14.20.070 - Refuse collection—Delivery to disposal site or incinerator.
- 14.20.080 - Containers—Specifications.
- 14.20.090 - Containers—Location.
- 14.20.100 - Containers—Depositing other than refuse prohibited.
- 14.20.110 - Containers—unauthorized use prohibited.
- 14.20.120 - Garbage—unauthorized transport prohibited.
- 14.20.130 - Garbage—vehicle requirements.
- 14.20.140 - Rubble—collection and disposal
- 14.20.150 - Trespassing, removal of material from refuse disposal site.

14.20.010 - Purpose. The purpose of this chapter is to provide for the collection and removal of garbage and refuse within the corporate limits of the city to protect the health and well-being of the inhabitants of the city.

14.20.020 - Definitions. In this chapter:

"Authorized collector" means a person with whom the city has contracted or whom the city has licensed to collect and dispose of refuse.

"Bag" means a refuse bag constructed of either polyethylene or paper approved by the city manager for indoor and outdoor storage of dry, wet and flammable refuse.

"Commercial service" means service that is not residential service.

"Container" or "can" means a sturdy receptacle, either furnished by the city or approved by the city manager for refuse collection for commercial or residential service.

"Garbage" means food waste.

"Holiday" means a recognized city holiday under Section 4.48.040.

"Refuse" means all forms of solid waste including garbage and rubbish, but excluding rubble.

"Residential service" means service to one or more dwelling units.

"Rubbish" means grass clippings, hedge trimmings under three feet in length, paper and small light scrap lumber.

"Rubble" means brushwood, heavy yard trimmings which cannot be conveniently cut into three-foot lengths, discarded fence posts, ashes, cinders, street sweeping, catch basin muck, concrete, mortar, stones, bricks, scrap metal or other similar construction materials, trees or materials resulting from the erection or destruction of buildings.

14.20.030 - Refuse collection required. The city shall provide refuse collection and disposal within the city subject to and in accordance with the provisions of this chapter. A person who owns or occupies a facility where refuse is generated shall contract with the city or its authorized collector for refuse collection service, unless exempted from the collection requirement by the city manager.

14.20.040 - Refuse collection—Service type and frequency. The city or its authorized collector shall collect and remove refuse from customers' facilities according to the following schedule:

A. Residential service shall consist of the removal of refuse from containers weighing not more than 75 pounds when full, a minimum of once weekly. When a holiday is observed on the normal day of collection, the collection will be made the following day.

B. Commercial service shall consist of the removal of refuse either from containers weighing not more than 75 pounds when full, or from dumpsters as frequently as the owner or the city manager determines to be necessary.

14.20.050 - Refuse collection—schedule of collection routes. The city or its authorized collector shall maintain on file with the city manager a current schedule of its refuse collection routes, and the city or the authorized collector shall follow the routes shown in that schedule.

14.20.060 - Refuse collection—Obstructions prohibited. No person may obstruct the collection of refuse required under this chapter from a facility owned or controlled by the person, including without limitation by the presence of excessive snow, vicious animals or parked vehicles. The city or its authorized collector need not collect refuse from a facility where such an obstruction is present.

14.20.070 - Refuse collection—Delivery to disposal site or incinerator. All refuse that is collected in the city shall be delivered to a city-approved disposal site or incinerator, and deposited there in the place and manner designated by the city manager.

14.20.080 - Containers—Specifications.

A. The customer shall provide a sufficient number of containers having a capacity of twenty to thirty-three gallons for the storage of refuse before its collection.

B. A customer owning or controlling a facility that generates a quantity of refuse that is impractical to store in containers described in subsection (A) of this section, shall maintain a sufficient number of dumpsters of a type and size approved by the city manager for the storage of refuse before its collection.

C. The customer shall place the daily accumulation of refuse other than rubbish in a container provided under this section, eliminating as far as possible all liquid from the refuse and securely wrapping the refuse in an impermeable bag before placing it in the container.

14.20.090 - Containers—Location. Before the time for refuse collection, the customer shall place all containers of refuse for collection in plain view at the same accessible location at the facility no less than 20 feet from the nearest roadway. The containers shall be placed at ground level or on an open platform or porch not more than four feet above the adjacent roadway, so that they may be reached from the ground by the collector. If the facility abuts a public alley, the containers shall be placed immediately adjacent to the alley. If the facility does not abut a public alley, but is served by a private driveway, the containers shall be placed immediately adjacent to the roadway.

14.20.100 - Containers—Depositing other than refuse prohibited. No person may deposit any material other than refuse in a container from which refuse is to be collected under this chapter. The city or its authorized collector need not collect refuse from a container that holds material other than refuse.

14.20.110 - Containers—unauthorized use prohibited. No person may deposit refuse in a refuse container provided for the use of another facility or customer without the permission of the person who owns or controls the other facility, or the other customer.

14.20.120 - Refuse—unauthorized transport prohibited. No person other than the city or its authorized collector may operate a motor vehicle transporting garbage in the city **for profit**.

14.20.130 - Refuse—vehicle requirements. A vehicle used to transport ~~refuse~~ **garbage for profit** must be of a size approved by the city manager, and kept in good running order and in a clean, sanitary condition.

14.20.140 - Rubble—collection and disposal A licensed collector or the owner shall collect and dispose of rubble within the city.

14.20.150 - Trespassing, removal of material from refuse disposal site. No person may:

A. Enter or remain in any area at a refuse disposal site that is closed to the public, except in the course of employment by the city or an authorized collector.

B. Remove refuse or rubble from any site maintained by the city or its authorized operator for refuse disposal without prior authorization from the city manager.

## Chapter 14.24 - CITY CEMETERIES

### Sections:

14.24.010 - Purpose.

14.24.020 - Definitions.

14.24.030 - Designation of city cemeteries.

14.24.040 - Ownership and regulation of city cemeteries.

14.24.050 - Operation and maintenance of city cemeteries.

14.24.060 - Permitted burials.

14.24.070 - Burial sites.



14.24.080 - Burial work.

14.24.090 - Grave markers and decorations.

14.24.100 - Prohibited acts.

14.24.110 - Liability of the city.

14.24.010 - Purpose. The purpose of this chapter is to establish and maintain community cemeteries with adequate administrative provisions for proper burial, continuity of operation, accountable recordkeeping, protection of public property, and the safety, health and welfare of the public.

14.24.020 - Definitions. In this chapter:

"Burial" means the permanent disposition of the remains of deceased person by interment in an earth grave.

"Burial permit" means a permit from the city allowing a burial in a burial site.

"Burial preparation" means the excavation, backfill and removal of excess material from a burial site.

"Burial site" means a plot of land in a city cemetery that is six feet wide by twelve feet long, designated for burial purposes.

"City cemetery" means any of the cemeteries described in Section 14.24.030.

"Disinterment" means the legal removal of a deceased person's remains from a grave.

"Grave" means an excavation not exceeding three feet wide by seven feet long within the boundaries of a burial site for a burial.

"Vault" or "rough box" is a commercial vault purchased from a funeral home or a plywood box purchased from the community hospital that is used to protect a casket from damage during burial preparation on an adjacent burial site.

14.24.030 - Designation of city cemeteries. There are four city cemeteries, described as follows:

- A. The Cordova Cemetery is located along the Copper River Highway, within U.S. Survey 1765, and Copper River and Northwestern Railway Terminal Ground B.
- B. The Lakeview Cemetery is located along Power Creek Road within U.S. Survey 1268.
- C. The Odiak Cemetery is located within U.S. Survey 2981, Block 10, Lot 7.
- D. The Old Eyak Cemetery is located within U.S. Survey 3345, Block 2.

14.24.040 - Ownership and regulation of city cemeteries.

A. The cemeteries designated in Section 14.24.030 are owned by the city and all burial sites within them shall remain in the ownership and authority of the city.

B. All land within each city cemetery shall be subject to the provisions of this chapter, and regulations adopted under this chapter.

C. The city council may, by resolution, establish fees, deposits and charges for the use of the city cemeteries.

14.24.050 - Operation and maintenance of city cemeteries.

A. The city manager shall administer the operation and maintenance of the city cemeteries.

B. The city manager shall cause each city cemetery to be surveyed, and a map of each cemetery, showing the burial sites in the cemetery, to be prepared. The city clerk shall maintain the map of each city cemetery.

C. The city clerk shall maintain records of burial permits, and the identity and location of

burial of all persons buried in the city cemeteries.

D. The city at any time may enlarge, reduce, replat or change the boundaries of a city cemetery; establish or modify roads, walks, drainage and other facilities in a city cemetery; and enter upon any burial site for the purpose of operating, maintaining, landscaping, repairing or improving a city cemetery.

E. The city will maintain the city cemeteries, including maintenance of their common facilities such as roads, walks, fences, drainage and landscaping; lawn mowing; and trash removal. The city shall not be responsible for maintaining grave markers or decorations, or landscaping placed on a burial site by the users of that site. The city reserves the right to remove any tree, shrub, plant, fencing or other structure or memorial located on any burial site which becomes dangerous or detrimental to the operations of the cemetery or interferes with or encroaches upon adjacent burial sites.

14.24.060 - Permitted burials.

A. Only human remains may be buried in a city cemetery.

B. No remains may be buried in a city cemetery until the city clerk has issued a burial permit for the burial. An application for a burial permit shall be in a form approved by the city manager, shall identify the person to whom the permit is issued, identify the person whose remains are to be buried, and designate the burial site for the burial. The application shall be accompanied by the required burial fee and a copy of the state permit for the burial.

14.24.070 - Burial sites. Burial sites cannot be reserved. The city shall designate the burial site for a burial when the burial permit is issued. In selecting a burial site, the city will consider the preference of the permittee under the burial permit, but retains discretion to select the burial site.

14.24.080 - Burial work.

A. The permittee under a burial permit shall be responsible for all burial work at the burial site, including without limitation burial preparation, burial, disinterment, site cleanup, and any related work. The city manager shall require a deposit, in an amount to be established by resolution, to assure satisfactory completion of the permittee's work. The deposit shall be refunded upon satisfactory completion of the permittee's work.

B. Under a written agreement in a form approved by the city manager, the permittee under a burial permit may contract with the city to perform burial preparation at the burial site, subject to the availability of city equipment and personnel for this purpose. The permittee shall pay the city its actual costs for labor, equipment and materials required to perform the burial preparation. Before the city performs the work, the burial permittee may be required to post a deposit equal to the city's estimate of the cost of the burial preparation work. The city will determine the actual cost of burial preparation after the construction is completed. If the amount of the deposit exceeds the actual cost, the city shall refund the excess to the permittee. If the actual cost exceeds the amount of the deposit, the permittee shall pay the excess to the city.

C. Burials shall conform to the following requirements:

1. All burial work shall be confined within the burial site.
2. A casket shall be placed in a vault or rough box and centered between the side boundaries of the burial site.
3. The burial excavation shall be to a depth that provides a minimum of forty-two inches between the ground surface of the burial site and the top of vault or rough box.
4. Excavated material shall not be placed upon another burial site.
5. Backfill for the excavation shall consist of D-1 gravel.

14.24.090 - Grave markers and decorations.

A. The city shall identify each grave in the Copper River Highway Cemetery and the Lakeview Cemetery by placing a half-inch rebar with an aluminum or plastic surveyor's cap stamped with a number in the ground of the burial site.

B. All other grave markers or decorations shall be provided by the burial permittee and shall conform to the following requirements, provided that the city manager may give written permission for a variation from the requirements of this section upon finding that the strict enforcement of the requirements of this section would cause undue hardship, and the requested variation will not harm the interest of any other burial site user or the public.

1. A concrete slab with dimensions not exceeding three feet by seven feet, reinforced with wire and rebar, may be placed over a burial site. No topsoil will be allowed under the slab. Subsoil beneath the slab shall consist of well-compacted and well-drained materials (i.e., sand or one-inch-minus gravel).

2. Fences, rock outlines or other grave site containment structures may not extend beyond the length or width allowed for a concrete slab under this subsection.

3. Grave site markers or memorials may not extend beyond the length or width of the grave nor exceed seven feet in height.

14.24.100 - Prohibited acts.

A. Except as authorized by the city manager for the operation and maintenance of the cemetery or the preparation of a burial site for a burial, no person may operate a motor vehicle in a cemetery except on roads designated for such operation, and for the purpose of visiting a grave or attending a burial.

B. No person may willfully remove, damage or destroy any markers, monuments or property in a city cemetery.

C. No person may remove a grave identifier installed by the city.

D. No person may bury remains in a city cemetery, or perform other work on a burial site, except in accordance with the requirements of this chapter and any rule, order or regulation issued thereunder, and any permit required therefor under this chapter.

E. No person may disinter remains in a city cemetery without an order for exhumation.

14.24.110 - Liability of the city. In performing maintenance in city cemeteries, the city will take reasonable precautions to protect grave markers and burial sites from loss or damage, but beyond taking such reasonable precautions the city shall not be responsible for loss or damage to grave markers or burial sites regardless of cause.

Section 4. Cordova Municipal Code Chapter 8.36 is enacted to read as follows:

Chapter 8.36 – WASTEWATER DISPOSAL

Sections:

8.36.010 – Definitions.

8.36.020 - Deposit—Objectionable waste prohibited.

8.36.030 - Deposit—Certain substances prohibited in natural outlet.

8.36.040 - Private sewage disposal system.

8.36.010 -- Definitions. As used in this chapter:

"Industrial waste" means the liquid wastes from industrial processes as distinct from sewage.

"Natural outlet" means any outlet into a watercourse, pond, ditch, lake or other body of surface water or groundwater.

"Sewage" means waterborne human wastes or graywater derived from dwelling units and other facilities

8.36.020 - Deposit—Objectionable waste prohibited. No person may place, deposit or permit to be deposited in an unsanitary manner upon public or private property within the city, or in any area under the jurisdiction of the city, any human or animal excrement, garbage or other objectionable waste.

8.36.030 - Deposit—Certain substances prohibited in natural outlet. No person may discharge to any natural outlet within the city or in any area under the jurisdiction of the city, any sewage, industrial wastes or other polluted waters; except where suitable treatment has been provided in accordance with this chapter.

8.36.040 - Private sewage disposal systems.

A. When city sewer service is not available under the provisions of Section 14.12.180, a facility shall be connected to a private sewage disposal system complying with the provisions of this chapter.

B. The type, capacities, location and layout of a private sewage disposal system shall comply with all recommendations of the Alaska Department of Environmental Conservation. No septic tank or cesspool shall be permitted to discharge to any city sewer or natural outlet.

C. The owner of a facility shall operate and maintain all private sewage disposal facilities serving the facility in a sanitary manner at all times, at no expense to the city.

D. At such time as a public sewer becomes available to a property served by a private sewage disposal system, as provided in Section 14.12.180, a direct connection shall be made to the public sewer in compliance Title 14 and any septic tanks, cesspools and similar private sewage disposal facilities shall be abandoned and filled with suitable material.

E. Except as provided in this section, it is unlawful to construct or maintain any privy vault, septic tank, cesspool or other facility intended or used for the disposal of sewage.

Section 5. This ordinance shall be effective thirty (30) days after its passage and publication. This ordinance shall be enacted in accordance with Section 2.13 of the Charter of the City of Cordova, Alaska, and published in the Cordova Times, a newspaper of general circulation in the City, within ten (10) days after its passage.

1st reading: March 14, 2013

2nd reading and public hearing: March 20, 2013

**PASSED AND APPROVED THIS 20<sup>th</sup> DAY OF MARCH, 2013.**

---

James Kacsh, Mayor

Attest:

---

Susan Bourgeois, City Clerk



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

# CITY OF CORDOVA

## *Office of City Manager*

March 13, 2013

Memo to City Council

Re: Cordova Center Window Testing and Window Investigation

**CMC 5.12.040 “Council approval of contracts” says:**

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

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

I recommend the city enter into a contract with Trinity ERD of Seattle, Washington to perform window testing and investigation to the Cordova Center set forth in the attached Trinity ERD proposal dated 3-12-2013. (Exhibit A).

The total contract price is not to exceed Thirty Eight Thousand Six Hundred dollars (\$38,600.00).

A summary of the nature and quantity of the performance the city shall receive is set forth in the attached Trinity ERD Proposal dated 3-12-2013 (Exhibit A).

The time for performance is for all work to be completed is 3 weeks after notice to proceed is issued.

**Recommended action:** Voice Vote.

I move to direct the City Manager to enter into a contract with Trinity ERD, to perform window testing and investigation to the Cordova Center and associated work for a sum of Thirty Eight Thousand Six Hundred dollars (\$38,600.00).

Thank you,  
Donald Moore  
City Manager

### Total Cost Estimate for Trinity Window Testing and COC support

[illegible]

\$38,600.00

# ASTM E 1105 WINDOW TESTING & WINDOW INVESTIGATION

Cordova Center  
Cordova, Alaska 99574

**PREPARED FOR:**

Josh Hallquist  
City of Cordova Alaska

**DATE OF ISSUANCE:**

12 March 2013



Accreditation  
TL199



Certified



Approved  
TS-1633



CGSB Acceptance  
Lab No. 76021



## WINDOW TESTING & WINDOW INVESTIGATION – PSA

### WHO IS TRINITY | ERD:

Trinity | ERD is one of the premier building envelope consulting organizations in the roofing and waterproofing industry in North America. We provide consulting services including forensic analysis, design, contract administration, system development, field and laboratory testing, and expert testimony related to the exterior envelopes of buildings. We bring highly trained and skilled experts in all aspects of waterproofing design, engineering, and testing. Over the past 24 years, Trinity | ERD has built a solid reputation for technical acumen and professionalism. We pride ourselves on staying focused and on track until the project is complete.

Trinity | ERD has offices in Seattle, WA, Portland, OR, Oxford, CT, Honolulu, HI, and a full service laboratory in Columbia, SC. The firm employs over 40 staff members and manages projects across North America, Mexico, the Caribbean, the Middle East, and Europe.

### OUR TEAM:

Each project has a staff team, picked by the project manager at the commencement of the project. The team is made up of architects, engineers, field support staff, and administrative staff to meet the requirements of the project. The education, professional experience, and passion for their projects make Trinity | ERD teams unique in the industry.

Building envelope design and evaluation requires many disciplines to form a team. We can draw on Structural, Civil, Mechanical, and Building Envelope engineers as well as architects, roof consultants, building envelope observers, and certified laboratory staff. The team is picked to meet project requirements and professional registration required for the project.

Our specialized expertise may be matched as a broad design team or as the design professional of record. We can support or lead a project depending on the project and the client's mission. Give us the opportunity and our team will demonstrate hard work, professionalism, and a record of excellence.

### COLIN MURPHY, RRC, FRCI, LEED AP

Colin is the principal of Trinity | ERD, which he founded in 1986. His education is in law (Scotland) and mechanical engineering. He is an author, educator, inventor, and principal of the firm. He is a Registered Roof Consultant with numerous certifications and registrations within the building envelope discipline. Mr. Murphy has authored and presented numerous papers on roofing and building envelope subjects throughout the United States and Canada. He has received awards for outstanding publications and service to industry organizations. He holds fifteen United States and European patents for roofing and building envelope components and systems.

Mr. Murphy's work within the firm includes forensic analysis of building envelopes, design of building envelope systems, and the testing of building envelope components and systems.

He is the co-author of The Roof Construction Guide for General Contractors.





## PROJECT TITLE: WINDOW TESTING AND WINDOW INVESTIGATION-PSA

**Client:** City of Cordova, Alaska  
**Consultant Address:** Trinity | ERD  
80 Yesler Way, Suite 200  
Seattle, WA 98104

**Client Address:** City of Cordova  
PO Box 1210  
602 Railroad Ave  
Cordova, AK 99574

**Site Address:** Cordova Center  
601 First Street  
Cordova, AK 99574

**Client Contact:** Josh Hallquist      **t:** (907) 424 6200      **f:** (907) 424 6000      **e:** CCPM@cityofcordova.net

**ERD Contact:** Don Merry      **t:** (206) 467 0054      **f:** (206) 267 0272      **e:** DonMerry@trinityerd.com

**Project Description:** Window Testing and Window Investigation

**Trinity | ERD Project Number:** TBA

**Proposal Author Initials:** DM/DL

### COMPENSATION

☒ **LUMP SUM.** Compensation for these services shall be billed as a Lump Sum of **\$26,000.00**, representing Trinity | ERD Professional Fees (exclusive of Reimbursable Expenses, Laboratory equipment usage, Sub-consultant and Sub-contractor fees).

Billing Rates for Time plus expenses are subject to change to reflect adjustments in Trinity | ERD salaries. Both of the above methods refer to professional services only. In addition, reimbursable expenses, contractor, and sub-consultant fees shall be invoiced at 1.15 times actual costs.

### SCHEDULE OF PAYMENTS

Trinity | ERD shall be paid monthly on the basis of invoices submitted. Invoices are due upon receipt. Invoice amounts for Lump Sum Contracts will be based upon actual progress. Invoice amounts for time plus expenses Contracts will be based upon the actual time charges, reimbursable expenses, and Sub-consultant and Contractor expenses expended. Invoices unpaid after 30 days shall accrue interest at the rate of one percent (1%) per month, twelve percent (12%) per annum.

☐ **RETAINER.** Services stated in the attached Scope of Work will be performed and invoiced on a retainer basis. An initial retainer in the amount of \$ is required prior to the execution of this Professional Services Agreement. Services provided will be billed on an hourly basis, plus any related expenses. Any unused portion of the retainer shall be returned to the client.

### EXECUTION

Execution of this document by duly authorized representatives of Trinity | ERD and the Client, including Trinity | ERD's Standard Provisions (pages 3 and 4) and any attachments, additional provisions as indicated, and addenda, represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The parties affixing their signatures hereto represent that by doing so, they are so authorized by their respective entities. This agreement may be amended or modified only by written instrument, but such instrument is valid only upon signature by both parties. Neither Trinity | ERD nor Client shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the other.

### CLIENT

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*By*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

### CONSULTANT

\_\_\_\_\_  
*Trinity | ERD*

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
*Colin R. Murphy, RRC, FRCI*

\_\_\_\_\_  
*By*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Principal*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*3/12/2013*

\_\_\_\_\_  
*Date*

**ATTACHED:** ☒ Scope of Services  
☒ Estimate of Professional Services or Fee Schedule

☒ Standard Provisions  
☒ Definitions



## THE PROJECT

---

The purpose of this proposal is to provide specific details about the tasks necessary to complete window testing and window opening investigations at the Cordova Center for the City of Cordova, Alaska. New windows installed during Phase I of the project are experiencing leaks. The City is at the point where professional window testing has become necessary to determine the cause and extent of the window leaks. The City believes all of the windows on the Cordova center need to be tested including the aluminum store fronts (which all leak).

The City wants Trinity | ERD to identify the cause of the leaks and to provide a solution.

## SCOPE OF SERVICES

---

### **Task 1: Mobilization and Document Review**      **Cost \$ 8,000**

Review all project documents provided by the client such as the Architects design documents, Change Orders, Submittals and Shop Drawings, and all other relevant project documents provided by the City of Cordova.

Attend one (1) onsite meeting with the City Representative prior to making this proposal. Conduct an on-site walk-through to examine the building exterior and grounds to observe and document existing conditions with photographs. The visual observations will identify existing construction methods, signs of premature wear or degradation, immediate maintenance; leakage issues and existing workmanship concerns. Conduct an interior walk-through and document any evidence of moisture intrusion. It is assumed access to interior space shall be arranged by the City.

Based on the findings of the document review and onsite visual investigation, develop a proposal for window testing and window opening investigation.

### **Task 2: Window Testing**      **Cost \$ 8,000<sup>1</sup>**

Perform Window Testing in compliance with ASTM E 1105.

Conduct four (4) ASTM E 1105 pressure differential tests to be completed in one (1) mobilization; each window configuration will be tested. Client must provide the correct labeled pressure per window opening. It is assumed that this will take two (2) field technicians four (4) week days to complete the window testing. See window schedule attached for locations.

---

<sup>1</sup> Plus expenses anticipated at \$12,600 for R/T travel, expenses, and testing equipment / freight to and from the site.



The Client shall be responsible for providing adequate water pressure through provided hoses, power and building access to complete the testing. Temporary heat using a Frost Fighter will be needed outside the building to protect the window from freezing. Additional heaters will be needed inside the building as well. A Contractor shall provide two (2) laborers and the materials to assist in the testing and build the plenums using 2x wood framing.

Note: Should one or more window systems fail to perform to the published rating, a re-test of the windows will be scheduled. Re-testing shall be billed outside of this Scope of Service to the Owner.

**Deliverable:**

Upon completion of the tests issue a window test report including elevation drawings detailing areas of testing and specific units tested.

**Note:** The Client shall be responsible for proving access and operators to the windows on both sides (interior and exterior) with a man lift/scaffolding or other means, and water via a garden hose to all of the exterior test areas, power to all of the interior test areas. A man lift and interior staging/ladders will be required and is not part of this proposal. A Contractor used to build plenums (2x4's and fasteners) and provide labor is not part of this proposal.

**TASK 3: Intrusive Investigation**

**Cost \$ 8,000**

Remove a mull window from one (1) opening that has been tested as to document the components used and the installation, and then compare that to the project documents.

Perform an ASTM E547 window test at an interior location provided by the City of Cordova. Mullion capos will be removed and documented as to compare to other windows.

After the window is removed reinstall with design documents (see Task 4 below) provided by Trinity | ERD. After the re-installation the window units will be re-tested. This information can be used for estimating the cost of repairs for the project.

Following the intrusive investigation of the exterior envelope at the windows, affected components will be restored to as near their original condition as possible by the Contractor.

A written and graphic report shall be generated documenting conditions observed during the site investigation and making recommendations for future actions.

It is assumed that this will take two (2) field technicians three (3) week days to complete the investigation.

**Deliverable:**



- Report will be delivered in draft form within 5 business days of the investigation. The report can be used as a basis for developing a future scope of repair document.

Note: This Trinity | ERD fee proposal does not include the cost of a contractor to make, provide temporary closure of window openings, and restore envelope openings at and around the windows.

#### **Task 4: Waterproofing Design Documents**

**Cost \$ 2,000**

Design flashing and waterproofing systems to form a complete watertight window opening in the building enclosure with the general concept of a primary and secondary system wherever possible.

## STANDARD PROVISIONS

**1. SERVICES.** Consultant shall provide professional services in accordance with the agreed upon Scope of Work.

**2. EXECUTION.** This Agreement becomes effective upon signatures by authorized representation of the Client and Consultant and upon receipt by Consultant of a signed original or facsimile transmittal. If facsimile is initially sent to Consultant, Client will provide Consultant with a signed original for record as soon as practicable.

**3. INITIATION.** Consultant is authorized to proceed with services upon receipt of an executed Agreement or written Notice to Proceed.

**4. COMPLETION/TERMINATION.** This Agreement shall remain in full force and effect until completion and acceptance of the services rendered hereunder, until terminated by mutual agreement, or until terminated by either party. Termination may be accomplished by either party upon a ten (10) day written notice should either party fail to substantially perform in accordance with the terms of this Agreement. In the event of such termination, the compensation terms of this Agreement shall survive, and Consultant shall be paid in accordance therewith, together with all costs arising out of such termination.

Client expressly agrees that the rates contained within any Continuing Service Agreement shall be reviewed annually by Consultant shall have the right to modify the rates therein, without notice to client. Continuing Service Agreements shall remain in force until terminated as described elsewhere in this Agreement, or otherwise stipulated contractually.

**5. STANDARD OF CARE.** Services provided by Consultant under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession in good standing and practicing in the same or similar localities. This representation is in lieu of any warranties or other representations either express or implied.

**6. INDEPENDENT CONSULTANT.** Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client.

**7. COMPLIANCE WITH LAWS.** Consultant will endeavor to comply with Federal, State and local laws and ordinances applicable to the services to be provided under this Agreement.

**8. COLLECTION COSTS.** In the event legal action is necessary to secure payment under this

Agreement, Consultant shall be entitled to any and all amounts found to be owing plus all related attorney's fees, court costs, expert fees and other expenses, incurred by Consultant in connection therewith.

**9. OWNERSHIP OF DOCUMENTS.** Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without the written authorization of and appropriate compensation to Consultant.

**10. SITE VISITS/OBSERVATION.** If included in the Scope of Work, Consultant shall visit the project an/or construction site at intervals appropriate to the stage of the construction, or as otherwise agreed by the client, to become generally familiar with the progress, the quality of work, and to determine in general if the work is being conducted in accordance with the Contract Documents. Unless otherwise stated in the Scope of Work, Consultant shall not make exhaustive or continuous on-site inspections to monitor or check the quality or quantity of the work. Consultant shall have neither control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. No act by Consultant whether observation, testing, or otherwise shall relieve the contractor of the obligation to complete the work in strict conformance with the Contract Documents.

**11. EQUAL OPPORTUNITY EMPLOYMENT.** Concerning minority hiring, it is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, age, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices. Consultant's equal opportunity employment policy applies to all phases of employment, including recruiting, hiring, job assignment, supervision, training, upgrading, transfer, compensation, benefits, promotion, education, recreation, layoff and termination.

## STANDARD PROVISIONS (CONTINUED)

**12. INSURANCE.** Consultant will maintain the following levels of insurance during the term of this Agreement. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

- a. Workers Compensation** (and Employers Liability Insurance) – as required by applicable statute.
- b. Commercial General Liability** – \$1,000,000 per occurrence for bodily injury, property damage and advertising injury including death; \$2,000,000 in the aggregate; and \$3,000,000 excess of above limits for umbrella liability.
- c. Automobile Liability** – minimum of \$1,000,000 combined single limit for bodily injury and property damage, and \$3,000,000 excess of above limits for umbrella liability
- d. Professional Liability (E&O)** - \$1,000,000 each claim and \$2,000,000 in the aggregate.

**13. INDEMNIFICATION/HOLD HARMLESS.** To the fullest extent permitted by law, Client will indemnify and defend Consultant, its members, officers, employees and its subconsultants against any and all claims, losses, costs and/or damages of any nature whatsoever or claims, or expenses from any cause or causes arising out of or related to this Agreement or construction related thereto. Such indemnity shall not include the acts or omissions committed solely by Consultant

**14. LIMITATION OF LIABILITY.** No warranty, either express or implied, is included or intended to be included, in Consultant's proposals, reports, or this Agreement. The liability of Consultant, its members, officers, employees and subconsultants to Client for all injuries, damages, claims and losses (including all attorney's fees, legal costs, and all other costs related thereto), from whatever cause, whether based in contract, tort, statute or any other theory of liability, shall not exceed the total fee paid to Consultant by Client under this Agreement. Such claims and causes include, but are not limited to negligence, professional errors and/or omissions, strict liability, breach or contract or warranty.

**15. DISPUTES.** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or commencement of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of Consultant's services, Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to the resolution of the matter. Unless the parties mutually agree otherwise, mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing concurrently with the other party and with the American

Arbitration Association. The parties agree that arbitration; legal or equitable proceedings shall be stayed pending completion of mediation. However, in no case shall such a stay extend more than thirty (30) days after commencement of mediation. The parties will share equally the mediator's fee and other filing fees related to mediation. Matters not resolved in mediation shall be decided by arbitration which shall be conducted, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed concurrently in writing with the other party and with the American Arbitration Association. In no event shall a demand for arbitration be made by either party after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations. No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, any party or entity not a party to this Agreement, except by way of written consent of the parties to this Agreement.

**16. ATTORNEY FEES.** Excepting attorney's fees and costs directly related to mediation, the prevailing party in arbitration or other legal or equitable proceeding shall be entitled to recover from the other party its actual attorney's fees, costs, expert fees, court costs and any other costs related to the litigation.

**17. SEVERABILITY AND SURVIVAL.** Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of the Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and the termination of this Agreement.

**18. THIRD PARTIES.** Nothing Contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Consultant or Client.

**19. GOVERNING LAW.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Washington currently in effect as of the date of this Agreement.



## DEFINITIONS

---

*When incurring costs, every effort will be made to ensure that expenses are reasonable.*

**“CONSULTANT COSTS”** are defined as “direct job wages” plus “wage overhead” plus “reimbursable expenses and “sub-consultant expenses” plus “reimbursable expense factor.”

**“DIRECT JOB WAGES”** are actual hourly rates of individuals, subject to change to reflect adjustments in Consultant salary levels.

**“WAGE OVERHEAD”** is an amount which takes into account Consultant’s operating overhead for general and administrative salaries and wages and for Consultant’s general fringe benefits such as holidays, vacation, sick leave, individual insurance, and bonuses.

**“REIMBURSABLE EXPENSES”** include but are not limited to:

1. **Air Fare Expenses:** Cost of ticket and travel to and from airport by public conveyances.
2. **Auto Expenses:** Vehicle rental and gas or \$0.69 per mile, whichever applies.
3. **Meal Expenses:** Meals will be billed at \$51 per day.
4. **Lodging Expenses:** Overnight stay is billed at a minimum of \$135 per night for lodging and related expenses.
5. **Travel Time:** Travel time is portal to portal and will be billed at 100% of hourly rate.
6. **Equipment Expenses:** Cost of Consultant-owned, rental or lease of special equipment required to perform work.
7. **Lab Fee Expenses:** Cost of consumable laboratory supplies, storage of samples and materials and lab use.
8. **Copy Printing:** Multiple copy black and white printing is billed at \$0.20 per page; color copies \$1.00 per page.
9. **Compact Disc:** CD – photos \$ 25.00, CD – Report \$ 35.00, CD – PowerPoint \$ 30.00.
10. **Digital Photography:** Billed at the rate of \$1.25 per picture.
11. **Photo Processing:** Film and film processing is a flat rate of \$23.37 per roll.
12. **Production Expense:** Commercial and “in-office” printing, binding, and reproduction of reports and contract documents at invoice amount or a fair commercial rate.
13. **Communication Expenses:** Land, mobile and other communication expenses are billed at 1% of professional services.
14. **Miscellaneous Expenses:** Direct job expenses and costs not defined in categories 1 through 12, such as special licenses, additional “out-of-pocket” employee traveling costs, laboratory equipment usage, samples storage fees, etc.

**“SUBCONSULTANT AND CONTRACTOR EXPENSES”** represent the cost of outside sub-consultant technical services and expenses. They include, but are not limited to:

1. **Engineering services (all disciplines)**
2. **Technical consultants**
3. **Field testing**
4. **Laboratory tests**
5. **Contractor costs**
6. **Computer services**
7. **Estimating services**

**“REIMBURSABLE EXPENSE FACTOR”** is an amount which takes into account Consultant activities related to specific reimbursable expenses; e.g., excise tax, liability insurance, and special added administrative costs and fees not related to Consultant wages, and as indicated in the Professional Services Agreement and/or Estimate of Professional Services. Unless otherwise indicated, this factor is **15.00%**.



## FEE SCHEDULE

The following hourly rates are standard hourly billing rates for principal and staff as of January 1, 2013.

|                               |                    |
|-------------------------------|--------------------|
| Colin Murphy, Principal       | \$225.00-\$ 325.00 |
| Senior Associate              | \$125.00-\$200.00  |
| Laboratory Manager            | \$115.00-\$135.00  |
| Senior Field Specialist       | \$ 95.00-\$135.00  |
| Associate                     | \$ 90.00-\$125.00  |
| Senior Field Technician       | \$ 95.00-\$135.00  |
| Design Consultant             | \$ 90.00-\$135.00  |
| Field Technician              | \$ 95.00-\$120.00  |
| Codes Consulting Support      | \$ 85.00-\$ 100.00 |
| Drafting                      | \$ 90.00-\$ 110.00 |
| Litigation Support            | \$ 75.00-\$115.00  |
| Documents Custodian/Librarian | \$ 80.00-\$100.00  |
| Laboratory Technician         | \$ 65.00-\$ 85.00  |
| Administrative Support        | \$ 75.00-\$ 85.00  |

*RATES ARE SUBJECT TO CHANGE WITHOUT NOTICE.*



Window ID and Size

A - 6'-11" high 9'-2" wide  
I - 9'-4" high 4'-11" wide  
G - 8'-4" high 7'-2" wide  
N - 8'-4" high 12'-2" wide

NOT FOR  
CONSTRUCTION

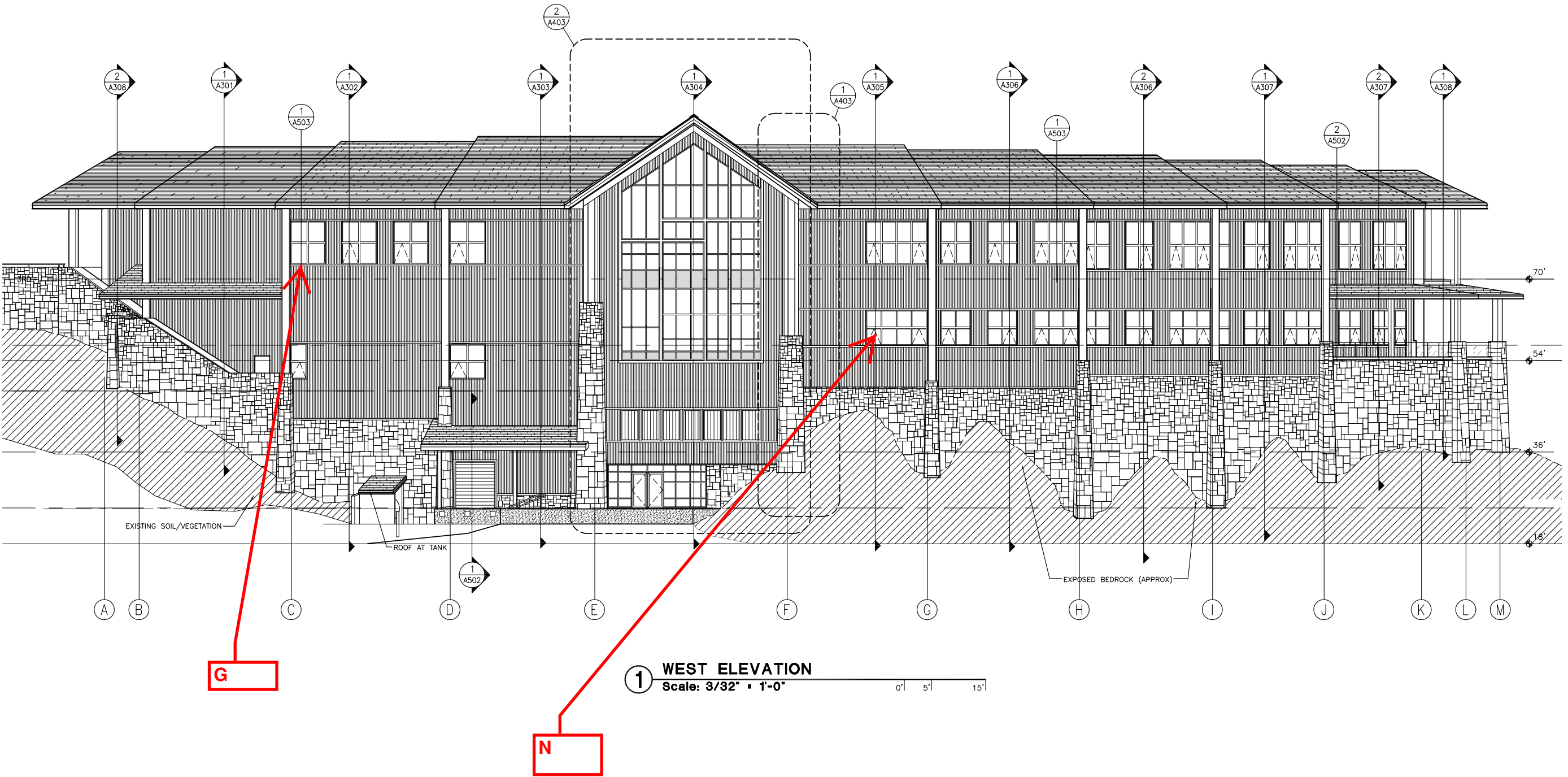
CONSTRUCTION DOCUMENTS  
CORDOVA CENTER  
PHASE I  
FOR THE CITY OF CORDOVA

MRV # 0824

SHEET TITLE:  
WEST  
ELEVATION

DATE: AUGUST 19, 2010  
SCALE: AS NOTED  
DRAWN: LD  
CHECKED: PV

SHEET NO.  
A401  
71



NOT FOR  
CONSTRUCTION

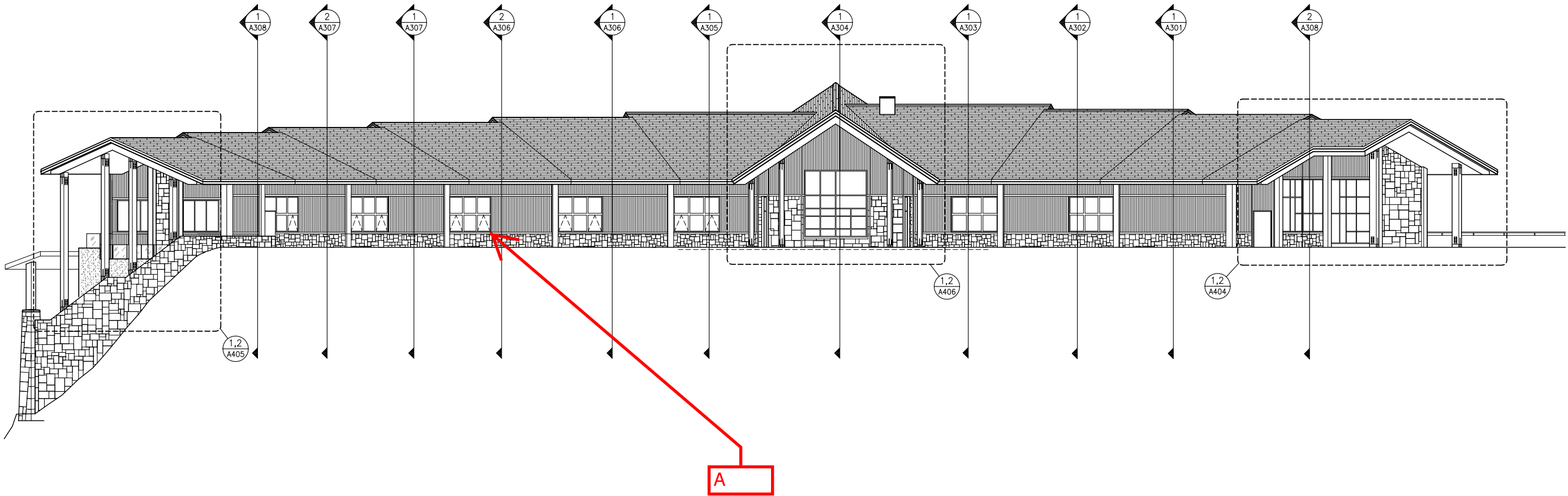
CONSTRUCTION DOCUMENTS  
CORDOVA CENTER  
PHASE I  
FOR THE CITY OF CORDOVA

MRV # 0824

SHEET TITLE:  
EAST  
ELEVATION

DATE: AUGUST 19, 2010  
SCALE: AS NOTED  
DRAWN: KH  
CHECKED: PV

SHEET NO.  
A402  
72



1 EAST ELEVATION  
Scale: 3/32" = 1'-0"

0' 5' 15'

11 X 17 SHEET  
IS HALF SCALE

NOT FOR  
CONSTRUCTION

CONSTRUCTION DOCUMENTS  
**CORDOVA CENTER  
PHASE I**  
FOR THE CITY OF CORDOVA

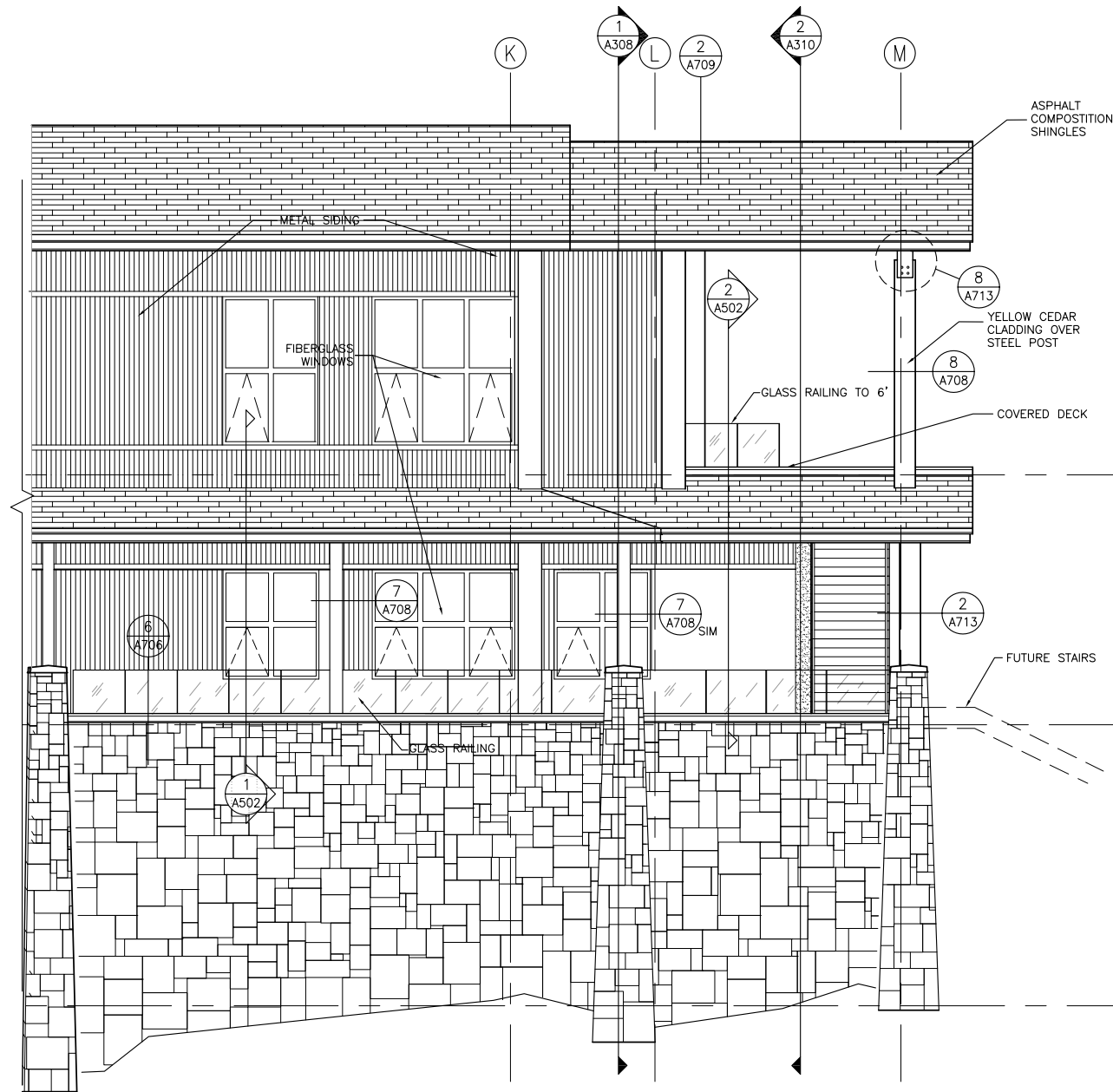
MRV # 0824

SHEET TITLE:  
**LIBRARY  
ELEVATIONS**

DATE: AUGUST 19, 2010  
SCALE: AS NOTED  
DRAWN: LD  
CHECKED: PV

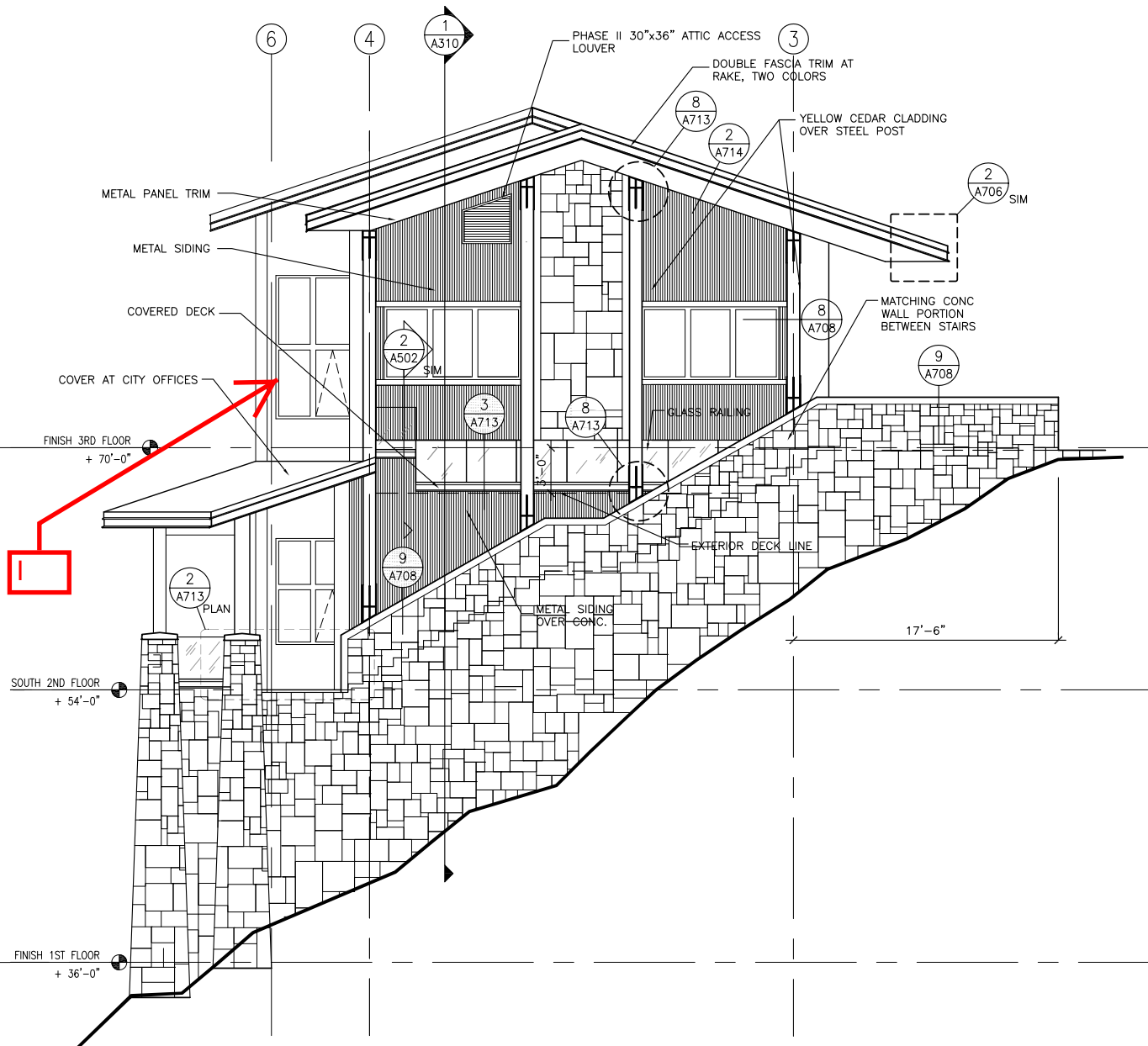
SHEET NO.

**A405**  
73



**2** LIBRARY END WEST ELEVATION  
Scale: 3/16" = 1'-0"

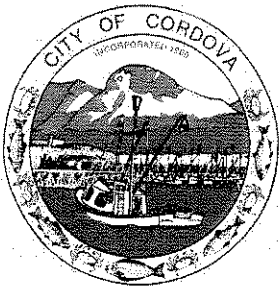
0' 4' 12'



**1** LIBRARY END, SOUTH ELEVATION  
Scale: 3/16" = 1'-0"

0' 4' 12'

11 X 17 SHEET  
IS HALF SCALE



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

# CITY OF CORDOVA

## Office of City Manager

March 8, 2013

Memo to City Council  
Re: CCMC Pneumatic Control System Repair & Restoration

### **CMC 5.12.040 "Council approval of contracts" says:**

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

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

I recommend the city enter into a contract with Siemens Industry, Inc. of Anchorage, Alaska, to perform the base bid pneumatic control system repair and restoration work as well as additive alternate #1 system rebalancing, to the Cordova Community Medical Center HVAC control system as set forth in the attached RFP 02-13 (Exhibit A).

The total contract price is not to exceed One Hundred and Eighty Four Thousand Two Hundred and Seventy Four dollars (\$184,274.00).

A summary of the nature and quantity of the performance the city shall receive is set forth in the attached RFP 02-13 (Exhibit A).

The time for performance is for all work to be completed is 14 weeks after notice to proceed is issued.

### **Recommended action: Voice Vote.**

I move to direct the City Manager to enter into a contract with Siemens Industry, Inc. of Anchorage, Alaska, to perform the base bid pneumatic control system repair and restoration work as well as additive alternate #1 system rebalancing, to the Cordova Community Medical Center HVAC control system for a sum of One Hundred and Eighty Four Thousand Two Hundred and Seventy Four dollars (\$184,274.00).

Thank you,  
Donald Moore  
City Manager

February 18, 2013

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

**Attn: City Manager**  
**RE: Request for Proposal #02-13**  
**Cordova Community Medical Center (CCMC)**  
**Pneumatic Control System Repair & Restoration**

### **Section 1 – Contractor Description**

Siemens Industry, Inc. is a global industry leader, providing building management systems and services to thousands of commercial and other non-residential facilities. International in scope, Siemens Industry, Inc. employs 5,000 people and has 100 field offices throughout North America. In addition to control systems and service solutions to manage HVAC (Heating, Ventilating and Air Conditioning), Siemens provides integrated security & access management systems, fire detection and life safety systems, energy saving performance contracting, lighting, and laboratory/medical/critical environment control.

Siemens' building management solutions are designed to provide comfort, reliability and improved cost efficiencies. The company's objective is to fulfill customers' requirements with the best possible, highest quality solutions. Siemens serves the needs of its customers by listening to and understanding their requirements, and then creating a customized solution unique to each customer. Markets that we serve include hospitals and healthcare facilities, industrial facilities, commercial office buildings, school districts, and universities.

In 1985 Siemens Industry, Inc. (formerly Landis & Gyr) opened a full-time office in Anchorage. During the 80's and 90's we grew from a remote satellite office with a few people in Anchorage to a full service business with 80+ employees in three fully-staffed offices located in Anchorage, Fairbanks and Juneau. ***We are the largest building automation and control system provider in the State of Alaska.***

#### **Alaska Management Team**

Jim McDonough will be the main point of contact and primary decision maker for this project. Jim has worked in a variety of positions with progressively increasing levels of responsibility during his 20 year career with Siemens. Additionally, our Alaska management team listed below has a combined 70 years of experience with Siemens in Alaska. Once a contract is in place, a project manager will be assigned to manage the field work.

Leverette Hoover, Alaska General Manager ([leverette.hoover@siemens.com](mailto:leverette.hoover@siemens.com))  
Mike Tuminella, Solutions Operations Manager ([mike.tuminella@siemens.com](mailto:mike.tuminella@siemens.com))  
Doug Schutte, Service Operations Manager ([doug.schutte@siemens.com](mailto:doug.schutte@siemens.com))  
Jim McDonough, Senior Account Executive ([jim.mcdonough@siemens.com](mailto:jim.mcdonough@siemens.com))

**Siemens Industry, Inc. – Key Alaska Customers**

Siemens Industry, Inc. serves some of the largest entities in the state of Alaska, including but not limited to:

Providence Health & Services Alaska, Kenai Peninsula Borough, Ketchikan General Hospital, Anchorage School District, Alaska Native Medical Center, Alaska Psychiatric Institute, YKHC Bethel Hospital, Central Peninsula Hospital, Fairbanks International Airport, Anchorage International Airport, Federal Aviation Administration, Kanakanak Hospital - Dillingham, Ketchikan Borough School District, Matanuska Telephone Association, Mat-Su Borough School District, , State of Alaska: DOA, DOC, DOT and Department of Military & Veterans Affairs Facilities, University of Alaska Statewide. Please contact us at (907) 563-2242 for personal references.

**Section 2 – Executive Summary**

On August 9<sup>th</sup> and 10<sup>th</sup>, Roger Sandefur, a journeyman HVAC mechanic with Siemens Industry, Inc. performed a site visit to evaluate the existing pneumatic HVAC control system. The goal was to perform repairs and recalibrations wherever possible to address the immediate occupant comfort needs (such as hot rooms), and to evaluate the existing system to determine a course of action for future repairs and maintenance.

**Here is a summary of our key findings, along with a recommended course to address each deficiency:**

1. The controls air compressor is currently running 50% of the time. A typical, well-maintained air compressor should operate no more than 30% of the time. High run time is usually indicative of worn out internal compressor components (e.g. pistons, seals, o-rings) and/or a system that has significant air leaks downstream. We were able to locate and repair a significant leak in the main entrance control panel, but this did not significantly reduce the compressor run time. A worn compressor is also a contributor to the introduction of oil into the downstream control system. Oil is a known enemy of pneumatic control systems. Additionally, there is no automatic drain valve present on the existing compressor tank to allow moisture to drain from the tank automatically.

**Recommendation: The control air compressor is beyond the end of its useful life and should be replaced. The downstream pneumatic tubing system should also be thoroughly inspected for leaks to reduce compressor run time.**

2. The existing air supply system currently does not have an in-line filter for oil or water. The introduction of oil and water into the downstream control system is extremely detrimental to the operation of the thermostats and controllers. Specifically, oil/water will collect and congeal on the internal surfaces of thermostats, controllers and actuators, rendering them non-responsive and non-repairable.

**Recommendation: A new in-line air filter should be installed at the same time that the air compressor is replaced.**

3. The existing refrigerated air dryer is no longer operational. In a pneumatic control system, the air dryer's sole purpose is to remove moisture from the control air supply before it is introduced into the system. In a high-humidity environment such as Cordova, this is a critical function. Again, the introduction of water into the downstream control system is extremely detrimental to the operation of the thermostats and controllers.

**Recommendation: The existing refrigerated air dryer should be replaced as soon as possible.**

4. The existing T-5800 receiver-controllers (typical of 6) that control the heating and ventilation for the five air handling units are operating sluggishly or not at all due to the presence oil/water into the system. We adjusted the receiver controllers and outside air dampers to the best of our ability to allow the introduction of some outside air into the building to meet ventilation requirements. However, this is a temporary fix at best and not a permanent solution.

**Recommendation: The existing receiver-controllers are no longer reliable or functional and should be replaced.**

5. Of the 40 pneumatic thermostats that were checked throughout the facility, we found only 6 to be calibrated and functional, 23 that required calibration, and 11 that were not functional and could not be calibrated.

**Recommendation: With water/oil already present in the air system, we recommend replacing all 40 of the existing pneumatic thermostats soon after the compressor, air dryer and air filter have been upgraded.**

6. The VAV boxes located in the space above the ceiling serving the administration area are equipped with pneumatic volume regulators mounted on them to control the damper within the VAV box. The damper is used to regulate the delivery of ventilation air to the occupied spaces. The majority of these VAV boxes were found to be very slow to respond or completely non-operational, likely due to the oil in them.

**Recommendation: The existing VAV box volume regulators should be replaced at the same time that the pneumatic thermostats are replaced.**

7. The outside air tempering coil on AHU-3 is approximately 75% plugged with debris. Additionally, the heating coils on the air handling units are dirty. This leads to poor heat transfer, adds additional strain to the fan motors and contributes to higher energy usage.

**Recommendation: The existing AHU heating coils should be thoroughly cleaned.**

8. The existing time-clocks that control the on/off functionality of the air handling units have been disengaged. It appears that the air handling units operate continuously on a 24 hour/7day schedule. This adds significantly to the building's energy consumption.

**Recommendation: Repair or replace the existing time clocks and establish an occupied/unoccupied schedule for the facility. This will lead to significant energy savings.**

9. The heating isolation valves on the heating piping have been manually closed by maintenance to limit the introduction of heat into the building. This is due to the faulty receiver-controllers and the inability to introduce ventilation air into the building.

**Recommendation: Restore the heating piping system to proper operation after the pneumatic control system has been repaired/upgraded.**

10. Over time, a HVAC system will fall out of calibration and become unreliable. After 28 years, the existing HVAC is no longer delivering the original design flows, contributing to occupant discomfort and energy inefficiency.

**Recommendation: Engage a professional balancing agency to complete a comprehensive system rebalancing of the entire HVAC system to restore the original design flows to the systems.**



**Section 3 – Proposed Scope of Work****Base Bid – Pneumatic Control System Repair & Restoration:**

1. Siemens will remove and replace the existing control air compressor with a new compressor.
2. Siemens will install a new in-line air/water filter at the new compressor.
3. Siemens will remove and replace the existing refrigerated air dryer with a new dryer.
4. Siemens will remove and replace the six existing receiver-controllers with new.
5. Siemens will remove and replace all pneumatic thermostats with new thermostats.
6. Siemens will identify and repair all detectable air leaks in the pneumatic control system.
7. Siemens will inspect all pneumatic tubing for contaminants such as oil and replace or clean as necessary.
8. Siemens will remove and replace the existing VAV box volume regulators with new regulators.
9. Siemens will clean the heating coils on all air handlers.
10. Siemens will repair or replace existing time clocks on the air handlers and establish an occupied/unoccupied schedule for the facility.
11. Siemens will restore the heating piping (baseboard) system to proper operation after the pneumatic control system has been ungraded by opening the valves that have been temporarily closed to minimize overheating in the building.
12. Siemens will provide 24 hours of on-site training on maintenance and operation of the upgraded control system for CCMC building maintenance staff (3 people).
13. Siemens will provide a written control system maintenance and operations plan that identifies each system component including all product data and O&M manuals.
14. Siemens will provide marked up as-built drawings of the existing control system, reflecting changed made under this project.
15. Siemens will provide submittal data for all permanent materials prior to fabrication and/or procurement.
16. Project will be subject to wage rates required in Title 36 Public Contracts - Pamphlet 600.
17. Siemens will verify proper operation of the control system and provide a written report at the completion of the project.

**Additive Alternate #1 – Systems Rebalancing:**

1. Siemens will employ a professional air/water balancing company to rebalance the building after all control system upgrades are complete.
2. The balancing company will provide a detailed report identifying all HVAC system deficiencies noted after completion of testing and balancing.

**Section 4 – Lump Sum Pricing:**

**Base Bid (Control System Repairs):** \$ 126,980.00  
**Additive Alternate #1 (Systems Rebalancing):** \$ 57,294.00

**Section 5 – Clarifications and Exclusions:**

1. Price includes all freight, lodging, travel and subsistence costs associated with this installation.
2. Price excludes repair or replacement of any existing mechanical or electrical equipment that is not specifically described in this proposal.
3. Price excludes handling or removal of any hazardous materials.
4. **Siemens recommends that the City consider hiring a professional mechanical engineer to evaluate the possibility of replacing the existing chiller. We are specifically excluding any work associated with the chiller. There is not ample time allotted to complete a chiller system design and replacement by June 1, 2013. However, Siemens is willing to perform evaluation and troubleshooting of the existing chiller on a time-and-material basis at the completion of this project if it is determined that additional cooling is necessary. However, we believe that a majority of the overheating problems in the building will be resolved when the control system is repaired.**

**Section 6 - Conclusion**

The pneumatic control system, in its currently state, is essentially non-functional. The repairs recommended in this proposal are the minimum required to bring the building back to a reasonable degree of control and comfort. Additionally, pneumatic control systems do require a certain level of ongoing calibration and maintenance. Without ongoing maintenance, the system will cease to function properly after only a year or two of neglect. After the system has been repaired, it is critical that it be properly maintained by skilled professionals.

While they can be reliable when properly maintained, pneumatic control systems are an aging technology. Ultimately, the City of Cordova should begin to consider replacement of the pneumatic control system with a state-of-the-art digital control system. The upfront costs associated with a new digital control system are quickly recovered through a variety of benefits: increased energy efficiency, ease of maintenance and calibration, remote diagnostic capabilities, accurate temperature and ventilation control and, most importantly, increased occupant health and comfort.

Regards,

*James C. McDonough* McDonough James  
Jim McDonough  
Account Executive  
Siemens Industry, Inc.

Digitally signed by McDonough James  
DN: cn=McDonough James, o=Siemens Industry, Inc., email=McDonough.James@siemens.com, c=US  
Date: 2013.02.19 09:41:01 -0500

**Siemens Industry, Inc.**  
5333 Fairbanks Street, Suite B Anchorage, AK 99518  
Phone: (907) 563-2242 Fax: (907) 563-6139

# SIEMENS

## Siemens Industry, Inc.

---

*We improve facilities by making them comfortable, safe, secure, and less costly to operate.*

---



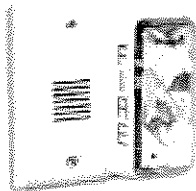
### Building Automation

DDC Controls

Systems Integration

Mechanical Service

Critical Environments



### Fire Safety

Detection

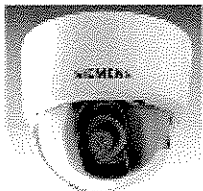
Smoke Control

Alarm Management

Voice Evacuation

Inspections & Testing

Fire Suppression System Monitoring



### Security Systems

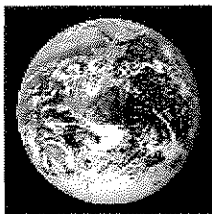
Access Control

Intrusion Detection

Video Surveillance

Testing

Maintenance



### Energy & Environmental Solutions

Energy Audits

Performance Contracting

Green Buildings Design

Energy Services Solutions

Implementation of Facility Improvement Measures (FIMS)

---

*Serving your design, installation, and service needs In Alaska Since 1982*

**General Manager – Leverette Hoover**

5333 Fairbanks St. • Anchorage, Alaska 99518 • Ph: (907) 563-2242 • Fax (907) 563-6139

2520 Roland Road • Fairbanks, AK 99709 • Ph: (907) 479-7034 • Fax: (907) 479-3679

# SIEMENS

## Siemens Industry, Inc.

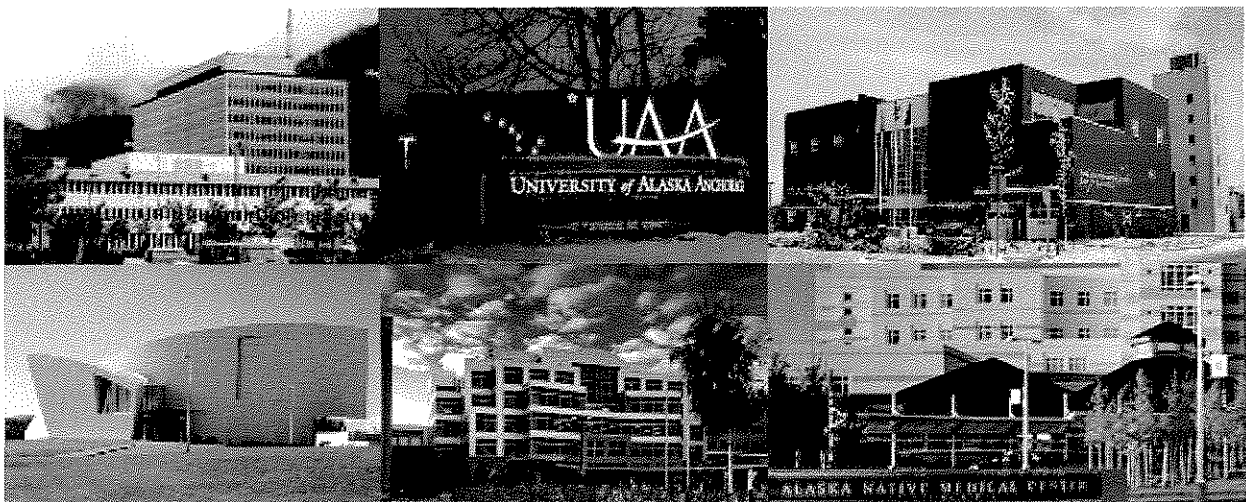
---

*We improve facilities by making them comfortable, safe, secure, and less costly to operate.*

---

### Locations in Alaska with Siemens Building Technologies:

|  |  |
|--|--|
| Alaska Native Medical Center           | BP Facilities                                  |
| Anchorage School District              | Eielson Air Force Base Security Forces Complex |
| YKHC - Bethel Hospital                 | Fairbanks International Airport                |
| Federal Aviation Administration        | Fairbanks North Star Borough School District   |
| Juneau Federal Building                | Fairbanks Police & Fire Stations               |
| Dept. of Military and Veterans Affairs | Fort Wainwright                                |
| BBAHC - Kakanak Hospital               | National Oceanic & Atmospheric Administration  |
| Ketchikan Borough School District      | State of Alaska – DOA / DOC / DOT              |
| Ketchikan General Hospital             | University of Alaska State Wide                |
| Matsu Borough School District          | Central Peninsula Hospital                     |
| Providence Alaska Medical Center       | Dena'ina Convention Center                     |



---

*Serving your design, installation, and service needs In Alaska Since 1982*

**General Manager – Leverette Hoover**

5333 Fairbanks St. • Anchorage, Alaska 99518 • Ph: (907) 563-2242 • Fax (907) 563-6139

2520 Roland Road • Fairbanks, AK 99709 • Ph: (907) 479-7034 • Fax: (907) 479-3679

# SIEMENS

## SIEMENS INDUSTRY, INC.

### – Service Capabilities –

#### Building Automation Installation & Service:

- |  |  |
|--|--|
| <input type="checkbox"/> Operator Consultation for DDC Systems     | <input type="checkbox"/> Control Systems Retrofits                   |
| <input type="checkbox"/> DDC System Commissioning/Re-commissioning | <input type="checkbox"/> Electronic & Pneumatic Controls Calibration |
| <input type="checkbox"/> DDC System Troubleshooting & Diagnostics  | <input type="checkbox"/> Room Pressurization Controls                |
| <input type="checkbox"/> Laboratory Control Solutions              | <input type="checkbox"/> Customer Training                           |
| <input type="checkbox"/> Energy Audits & Consultations             | <input type="checkbox"/> Guaranteed Energy Cost Reduction Programs   |

#### Fire Detection/Life Safety Installation & Service:

- |   |   |
|---|---|
| <input type="checkbox"/> System Testing & Certification         | <input type="checkbox"/> ADA Compliance                 |
| <input type="checkbox"/> Initiating Devices / Signaling Devices | <input type="checkbox"/> UL System Certification        |
| <input type="checkbox"/> Audio/Voice Evacuation Systems         | <input type="checkbox"/> Code Support / System Analysis |

#### Low Voltage Specialty Systems Installation & Service:

- |  |   |
|--|---|
| <input type="checkbox"/> Card Access                 | <input type="checkbox"/> Intercom/Clock                             |
| <input type="checkbox"/> Security Camera (CCTV)      | <input type="checkbox"/> Audio / Video                              |
| <input type="checkbox"/> Burglar/Intrusion Detection | <input type="checkbox"/> Video Conferencing                         |
| <input type="checkbox"/> Nurse Call                  | <input type="checkbox"/> Integrated Board & Conference Room Systems |
| <input type="checkbox"/> Paging                      |   |

#### HVAC Mechanical Installation & Service:

##### **HEATING**

- ☐ Boilers: Steam / Hot Water
- ☐ Burner Combustion Analysis (Electronic)
- ☐ Unit & Cabinet Unit Heaters
- ☐ Heat Recovery Systems

##### **COOLING**

- ☐ Chillers: Reciprocating/Centrifugal/Hermetic/  
Semi-Hermetic Screws/Absorption
- ☐ Spectro-chemical Analysis
- ☐ Cooling Towers
- ☐ Split & Built-up Systems: DX & Chilled Water
- ☐ Direct & Open Drive Compressors
- ☐ Computer Room A/C Units

##### **WATER SIDE EQUIPMENT**

- ☐ Circulating Pumps
- ☐ Humidification / De-humidification
- ☐ Backflow Preventer Testing

##### **AIR SIDE EQUIPMENT**

- ☐ Unit Ventilators
- ☐ Air Handling Units
- ☐ Make-up Air Units
- ☐ Exhaust Fans
- ☐ Rooftop Packaged Units: A/C & Heating
- ☐ Variable Frequency Drives

##### **PREVENTATIVE MAINTENANCE**

- ☐ Filter Changes (Disposable & HEPA)
- ☐ Annual Belt Changes
- ☐ Lubrication
- ☐ Cleaning & Adjusting
- ☐ CFC Reclamation / Management Programs
- ☐ Repairs / Retrofits
- ☐ 24 Hour Emergency On-Call Service

#### Energy & Environment Solutions & Service:

- |  |   |
|--|---|
| <input type="checkbox"/> Energy Audits   | <input type="checkbox"/> Guaranteed Energy Saving Performance Contracting |
| <input type="checkbox"/> Green Buildings Design  | <input type="checkbox"/> Energy Services / Control & Management Solutions |
| <input type="checkbox"/> Facility Improvement Measures (FIMS) & Energy Cost Savings Justifications |   |

Siemens Industry, Inc.

5333 Fairbanks Street, Suite B, Anchorage, AK 99518-1258

Ph: (907) 563-2242 / Fax: (907) 563-6139

1 (800) 478-2242

**\*\* LOCAL OFFICES IN: ANCHORAGE, FAIRBANKS & JUNEAU \*\***

| CCMC Capitol Projects Budget  | \$ value           | Notes  |  |
|---|--------------------|--|--|
| Designated Legislative Grant 12-DC-801  | \$2,000,000.00     |  |  |
| <b>CCMC Roof Replacement</b>  |                    |  |  |
| CH2MHILL Roof Repair Evaluation & Recommendations                                     | -\$13,500.00       |  |  |
| CH2MHILL Roofing Replacement Design/Bid/Construction                                  | -\$147,000.00      |  |  |
| CH2MHILL Amendment #2 Contingency/skylight infill eng                                 | -\$12,000.00       |  |  |
| PM/Contract Administration Services   | -\$12,300.00       | JH Services (4-months for roof only)   | Actual Cost 3-12-13  |
| Waste Department Cost for extending operating hours to accomodate demolition schedule | -\$3,424.80        | Carol tracking cost per Charles time sheets - cost to be billed to city for inclusion into grant |  |
| IAR Base Contact  | -\$899,700.00      |  |  |
| Insulated Pannel Substitution Credit  | \$6,463.80         | CO#1   |  |
| Coupola Re-design Credit  | \$5,170.25         | CO#1   |  |
| Edge Detail Modification Credit   | \$0.00             | N/A  |  |
| Framing Rot Replacement Extra   | -\$23,116.10       | CO#1   |  |
| Plywood Rot Replacement Extra   | -\$7,113.92        | CO#1   |  |
| S-5 Snow Guard Extra  | -\$8,912.00        | pending CO#2   |  |
| Skylight Infill Extra   | -\$11,078.44       | pending CO#2   | -\$938,286.41 IAR total contract value   |
| Skylight Electrical   | -\$1,475.00        | NLE Estimate #44   |  |
| Misc. Electrical and ambulance bay lighting   | -\$3,100.00        | NLE Estimate #44   |  |
| Sigange Replacement (Sign Co)Extra  | -\$60,466.00       | Sinco Contract value   | -\$12,540.00   |
| Signage Electrical Work   | -\$7,965.00        | NLE Estimate #44   |  |
| Signage Contingency (10%)   | \$0.00             | ROM  | Not used. Signs installed and complete   |
| Lighting Grounding For new radio system   | -\$1,313.60        | NLE Estimate #45   |  |
| CCMC Fire Marshal Review  | -\$4,396.88        |  |  |
| CCMC Legal/Contract review  | -\$3,393.00        |  |  |
| Ralph Bullis Charge???  | -\$430.00          |  | John checking to see what this is about.   |
|   |                    |  | -\$1,209,050.69 cost to date for roof project                                    |
| <b>CCMC HVAC Repairs</b>  |                    |  |  |
| Mike Wheeler HVAC System Analysis   | -\$4,802.50        | PAID   |  |
| Siemens Pneumatic Control System Review and Adjustment                                | -\$6,970.00        | PAID   |  |
| Pneumatic Control System Restoration (Siemens Estimate)                               | -\$126,980.00      |  | Original estimate from Seimens 108k  |
| New DDC Control System (Siemens Estimate)   |                    | (\$280,000.00)   | ROM from Siemens   |
| System Balancing (after either Pneumatics repair or New DDC)                          | -\$57,294.00       |  | Original estimate from siemens 30k   |
| PM/Contract Administration Services   | \$0.00             | JH Services (assuming 6 month project durration)   | 40k in JH services cost deleted 3-11-13  |
| Legal/Contract development  | -\$10,000.00       | ROM  |  |
| Insurance   | -\$7,000.00        | ROM  |  |
| Contingency 10%   | -\$20,000.00       | ROM  |  |
|   |                    |  | -\$233,046.50 ccmc HVAC cost   |
| <b>CCMC Flooring Replacement</b>  |                    |  |  |
| RBI Estimate for new hosiptal Flooring (excluding sound alt and Ilanka)               | -\$200,000.00      | RBI estimate 190K (solid number JH)  |  |
| Flooring Contingency  | -\$20,000.00       | ROM  |  |
| Insurance   | -\$10,000.00       | ROM  |  |
| Legal fees  | -\$10,000.00       | ROM  | -\$240,000.00  |
| <b>CCMC Extreior Drivit Repair</b>  |                    |  |  |
| EFFIS Repair  | -\$200,000.00      | CH2MHILL Engineers estimate 170k to 190k   | CH2MHILL Rough SF estimate...waiting on clarification of housing and travel cost |
| CH2MHILL Design Phases  | -\$43,700.00       | CH2MHILL PROPOSAL 12-19-12   |  |
| CH2MHILL Construction Phase   | -\$17,500.00       | CH2MHILL PROPOSAL 12-19-12   |  |
| Legal   | -\$10,000.00       |  |  |
| Contingency   | -\$20,000.00       |  | -\$306,200.00  |
| PM/Administration fees  | -\$15,000.00       |  | Not required as JH on staff but left in as contingency until hard bid            |
| <b>Total Funds Remaining</b>  | <b>\$11,702.81</b> |  | -\$1,988,297.19  |

-\$1,220,823.19 spent to date 3-12-13  
 -\$767,474.00 Remaing funds 3-12-13  
 -\$1,988,297.19

## **Pending agenda:**

Capital Priorities List Meeting –**June 2013, September 2013, December 2013, March 2014**

## **Committees:**

***Cordova Center Committee:*** Tim Joyce, Sylvia Lange, Dan Logan, Mark Lynch, Sam Greenwood, Moe Zamarron, Dave Reggiani, Cathy Sherman

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

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

***Public Services Building Design Committee:*** David Reggiani - Chairman, Chief George Wintle, vacancy, Jim Kacsh, Dick Groff, Mike Hicks, Tom Bailer

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

***City Manager Assessment Committee:*** Cindy Bradford, Mark Frohnapfel, Don Sjostedt, Kelly Weaverling, EJ Cheshier, James Kacsh, Dave Reggiani

## **Calendars:**

3 months of calendars are attached hereto  
March 2013; April 2013; May 2013

# March 2013

| <i>Sun</i>  | <i>Mon</i>  | <i>Tue</i>   | <i>Wed</i>  | <i>Thu</i>                                 | <i>Fri</i>  | <i>Sat</i>              |
|---|---|--|---|--|---|-------------------------|
| Location Legend<br>CH-City Hall Conference Room<br>LMR-Library Mtg Rm | HSL-High School Library                           |  |   |  | 1<br><br>Absentee voting at City Hall                                 | 2                       |
| 3   | 4<br><br>Absentee voting at City Hall             | 5 Cordova Regular Election<br>Polls open 7a—8p LMR   | 6<br>7:30 reg mtg LMR                                     | 7<br>7 PM CM Assessment Cmt CH             | 8   | 9                       |
| 10  | 11  | 12<br>6:00 Parks & Rec CH<br>6:30 P&Z LMR  | 13<br>7:00 Sch Bd HSL<br>7:00 Hrbr Cms CH                 | 14<br>7:00 special mtg to certify election | 15  | 16                      |
| 17  | 18<br><br>Absentee voting at City Hall            | 19<br><br>_____  | 20<br>tbd HSB LMR<br>7:15 pub hrg LMR<br>7:30 reg mtg LMR | 21<br><br>Absentee voting at City Hall     | 22<br><br>_____   | 23                      |
| 24  | 25<br>Seward's Day<br>City Hall<br>Offices Closed | 26 6:00 Parks & Rec CH<br>6—8:30 SoFill Public Meeting Masonic<br>Absentee voting at City Hall | 27<br>7:00 Work Session<br><br>_____                      | 28<br><br>Absentee voting at City Hall     | 29<br><br>_____   | 30                      |
| 31  |   |  |   |  | Location Legend<br>CH-City Hall Conference Room<br>LMR-Library Mtg Rm | HSL-High School Library |



# April 2013

| <i>Sun</i>   | <i>Mon</i>   | <i>Tue</i>  | <i>Wed</i>   | <i>Thu</i>         | <i>Fri</i>                              | <i>Sat</i>   |
|--|--|---|--|--------------------|---|--|
| Location Legend<br>CH-City Hall Conference Room<br>LMR-Library Mtg Rm<br>HSL-High School Library | <i>1</i><br><br>Absentee voting at City Hall                                     | <i>2</i><br>Run-off Election<br>Polls open 7a—8p<br>LMR | <i>3</i><br>tbd HSB LMR<br>7:15 pub hrg (maybe)<br>LMR<br>7:30 reg mtg LMR | <i>4</i>           | <i>5</i>                                | <i>6</i>   |
| <i>7</i>   | <i>8</i><br>6:30 P&Z w- Hrb<br>Cms LMR<br>Last day to appeal property assessment | <i>9</i><br><br>6:30 P&Z LMR                            | <i>10</i><br>7:00 Sch Bd HSL<br>7:00 Hrbr Cms CH                           | <i>11</i>          | <i>12</i>                               | <i>13</i>  |
| <i>14</i>  | <i>15</i><br><br>7:00 BoE Hearing  | <i>16</i>   | <i>17</i><br><br>7:15 pub hrg (maybe)<br>LMR<br>7:30 reg mtg LMR           | <i>18</i>          | <i>19</i>                               | <i>20</i>  |
| <i>21</i>  | <i>22</i><br><br>City's Financial Audit  | <i>23</i><br>—————                                      | <i>24</i><br><br>City's Financial Audit                                    | <i>25</i><br>————— | <i>26</i><br><br>City's Financial Audit | <i>27</i>  |
| <i>28</i>  | <i>29</i>  | <i>30</i>   |  |                    |   | Location Legend<br>CH-City Hall Conference Room<br>LMR-Library Mtg Rm<br>HSL-High School Library |

# May 2013

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