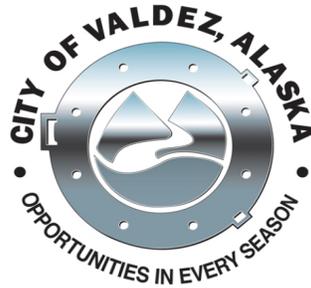


City of Valdez

212 Chenega Ave.
Valdez, AK 99686



Meeting Agenda - Final

Tuesday, April 16, 2019

7:00 PM

Regular Meeting

Council Chambers

City Council

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. APPROVAL OF MINUTES

1. [City Council Regular Meeting Minutes of April 2, 2019](#)

V. PUBLIC BUSINESS FROM THE FLOOR

VI. CONSENT AGENDA

1. [Approval to Go Into Executive Session Regarding Ongoing Litigation Strategy](#)
2. [Approval of Waiver of Annual Application Deadline for Disabled Veteran Property Tax Exemption Program - Applicant: Shawn Brown](#)
3. [Council Approval of Write-Offs of Various City Fees to Be Forwarded to Collections Agency](#)
4. [Appointment to Economic Diversification Commission \(One-year, Five-month Term\) - Applicant: Jamie Berg](#)

VII. NEW BUSINESS

1. [Approval of a Contract with Zastrow Enterprises, Inc. for the Animal Shelter Kennel Renovation Project in the Amount of \\$439,249.00](#)

VIII. ORDINANCES

1. [#19-02 - Amending Chapter 8.20 of the Valdez Municipal Code Related to Nuisances. Second Reading. Adoption.](#)

IX. RESOLUTIONS

1. [#19-15 - Amending the 2019 City Budget by Transferring \\$570,000 from Unencumbered Capital Projects Contingency to Animal Shelter Kennel, Curbs, and Drains Replacement Project \(Postponed from April 2, 2019 Regular Meeting\)](#)
2. [#19-21 - Appointing the Judges and Clerks for the Regular Municipal Election to be Held May 7, 2019 and Setting the Hourly Rate of Compensation](#)
3. [#19-22 - Authorizing the Submission of the 2019-2020 EMPG Matching Grant Application to the Division of Homeland Security and Emergency Management](#)

X. REPORTS

1. [Report: Temporary Land Use Permit #19-02 for Karen Ables for Fat Mermaid Restaurant for Six Months on 600 Square Feet of Public Right of Way Immediately Adjacent to Lot 1A, Block 39A, Harbor Subdivision](#)
2. [Report: Temporary Land Use Permit #19-01 for Copper Valley Telecom for Six Months, for Lots 4 & 5 of Block 2, Robe River Subdivision](#)
3. [March 2019 Site Visit Report from Kimley Horn](#)

XI. CITY MANAGER / CITY CLERK / CITY ATTORNEY / MAYOR REPORTS

1. City Manager Report
2. City Clerk Report
3. City Attorney Report
4. City Mayor Report

XII. COUNCIL BUSINESS FROM THE FLOOR

XIII. EXECUTIVE SESSION

XIV. RETURN FROM EXECUTIVE SESSION

XV. ADJOURNMENT

XVI. APPENDIX

1. [Council Calendars - April & May 2019](#)



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 19-0157, **Version:** 1

ITEM TITLE:

City Council Regular Meeting Minutes of April 2, 2019

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

City Council regular meeting minutes of April 2, 2019 attached for Council review.

City of Valdez

212 Chenega Ave.
Valdez, AK 99686



Meeting Minutes - Draft

Tuesday, April 2, 2019

7:00 PM

Regular Meeting

Council Chambers

City Council

REGULAR AGENDA - 7:00 PM**I. CALL TO ORDER**

Mayor O'Neil called the meeting to order at 7:00 p.m. in Valdez City Council Chambers.

II. PLEDGE OF ALLEGIANCE

The City Council led in the Pledge of Allegiance to the American flag.

III. ROLL CALL

Present: 6 - Mayor Jeremy O'Neil
Council Member Christopher Moulton
Council Member Lon Needles
Council Member Jim Shirrell
Council Member Dennis Fleming
Council Member Darren Reese

Excused: 1 - Council Member Ron Ruff

Also Present: 4 - Assistant City Manager Roxanne Murphy
Deputy City Clerk Allie Ferko
Records Manager Shelley McMillen
City Attorney Jake Staser

IV. APPROVAL OF MINUTES**1. City Council Regular Meeting Minutes of March 19, 2019**

The City Council regular meeting minutes of March 19, 2019 were approved as presented.

V. PUBLIC BUSINESS FROM THE FLOOR

Ms. Lanette Oliver from the Valdez Adventure Alliance provided an update and marketing materials on the organization's upcoming Valdez Bike Bash.

Ms. Lee Hart provided an update on the outcome of the tour of Valdez Adventure Alliance's film, *Blue*, created during the 2018 Bike Bash. She outlined the locations and film festivals throughout the world where the film was screened.

VI. CONSENT AGENDA

- 1. Appointment to Prince William Sound Regional Citizens' Advisory Council Board of Directors - Amanda Bauer**
- 2. Approval to Go Into Executive Session Regarding Ongoing Litigation Strategy**
- 3. Proclamation - Child Abuse Prevention Month**

4. Proclamation - Sexual Assault Awareness Month

MOTION: Council Member Moulton moved, seconded by Council Member Reese to approve the Consent Agenda. The motion carried by the following vote.

VOTE ON THE MOTION:

Yays: 6 - Mayor O'Neil, Council Member Moulton, Council Member Needles, Council Member Shirrell, Council Member Fleming and Council Member Reese

Excused: 1 - Council Member Ruff

Mayor O'Neil read both proclamations and presented them to members of Advocates for Victims of Violence. Ms. Rowena Palomar, AVV Executive Director, provided comments and invited the community to attend several upcoming events, including Go Blue Day, Children's March, and Walk a Mile in Her Shoes.

VII. UNFINISHED BUSINESS

1. Approval of Contract with TB Inc., dba TBI Construction Co. for the Animal Shelter Kennel Renovation Project in the Amount of \$505,000 (Postponed from March 19, 2019 Regular Meeting)

MOTION ALREADY ON THE FLOOR. Motion failed after the following discussion occurred.

Council briefly discussed their support for just the renovation project without the accessory building. Ms. Ferko explained if the Council would like to approve the kennel renovation project without the accessory building, they would need to vote this item down. An agenda item would then be brought before the Council at the next regular meeting for a contract award to the lowest bidder for just the renovation project scope.

Mr. Rich Long, Valdez animal control officer, gave a brief overview of the reasons he believed the accessory structure is needed from an operational perspective, an emergency management perspective, and to house animals, including exotic animals which are hard to foster, during the project. Council debated the pros and cons of funding the accessory structure. Several Council members expressed concerns that alternate solutions were not explored before bringing the accessory structure forward for approval.

VOTE ON THE MOTION (FAILED):

Nays: 6 - Mayor O'Neil, Council Member Moulton, Council Member Needles, Council Member Shirrell, Council Member Fleming and Council Member Reese

Excused: 1 - Council Member Ruff

Council provided consensus and direction to staff to bring back the contract for just the renovation project at the next regular meeting. They requested an outline

of how the animals would be cared for during the project and associated costs. Ms. Murphy explained she would ensure alternate solutions were explored and outlined in the agenda statement.

2. #19-15 - Amending the 2019 City Budget by Transferring \$570,000 from Unencumbered Capital Projects Contingency to Animal Shelter Kennel, Curbs, and Drains Replacement Project (Postponed from March 19, 2019 Regular Meeting)

MOTION ALREADY ON THE FLOOR.

Ms. Ferko explained, because this is the companion resolution to the contract approval for the kennel renovation project, it would need to be postponed until the next regular meeting when the new contract would be discussed. Any changes to the amount of the budget transfer due to elimination of the accessory building could be amended at that time.

MOTION TO POSTPONE: Council Member Moulton moved, seconded by Council Member Fleming to postpone Resolution #19-15 until the next regular City Council meeting of April 16, 2019. The motion to postpone carried by the following vote after the following discussion occurred.

VOTE ON THE MOTION TO POSTPONE:

Yays: 6 - Mayor O'Neil, Council Member Moulton, Council Member Needles, Council Member Shirrell, Council Member Fleming and Council Member Reese

Excused: 1 - Council Member Ruff

3. Approval of Contract Award with Prosser-Dagg Construction Company, LLC for VHS Concrete Replacement in the Amount of \$343,275. (Postponed from March 19, 2019 Regular Meeting)

MOTION ALREADY ON THE FLOOR. The motion carried by the following vote.

VOTE ON THE MOTION:

Yays: 6 - Mayor O'Neil, Council Member Moulton, Council Member Needles, Council Member Shirrell, Council Member Fleming and Council Member Reese

Excused: 1 - Council Member Ruff

4. #19-16 - Amending the 2019 City Budget by Transferring \$400,000 from Unencumbered Capital Projects Contingency to Major Maintenance, High School Concrete Replacement Project (Postponed from March 19, 2019 Regular Meeting)

MOTION ALREADY ON THE FLOOR. The motion carried by the following vote.

VOTE ON THE MOTION:

Yays: 6 - Mayor O'Neil, Council Member Moulton, Council Member Needles, Council Member Shirrell, Council Member Fleming and Council Member Reese

Excused: 1 - Council Member Ruff

VIII. NEW BUSINESS

1. Approval to Allocate 2019 Portion of Community Service Organization (CSO) Funds for Valdez Fisheries into the Reserve Account to Accommodate Project Timeline Revision

MOTION: Council Member Reese moved, seconded by Council Member Shirrell to approve allocation of 2019 portion of community service organization (CSO) funds for Valdez Fisheries into the reserve account to accommodate project timeline revision. The motion carried by the following vote after the following discussion occurred.

Council asked for clarification on why funds for this grant needed to be placed into a reserve account instead of the Valdez Fisheries Development Association (VFDA) just reapplying for a 2020 CSO grant. Mr. Brian Carlson, city finance director, explained available city grant funding for 2020 could not be guaranteed. Other federal, state, and private stakeholders involved in the project needed to commit resources and funding now to get the process started. Stakeholders thus needed confirmation the project would receive city funding.

Ms. Lori Plaster from VFDA provided a brief history overview of the project and its stakeholders. Federal funding is available for habitat rehabilitation projects, which includes a match from the Army Corps of Engineers. VFDA submitted an application for this funding in May 2018. VFDA then applied for the city CSO grant in August 2018, which was approved through the 2019 budget process. VFDA will not know if they will receive the federal funding through the Army Corps of Engineers until late spring or late summer, at which time they will then need to secure contracts to complete the work.

Mr. Duval added the Army Corps of Engineers looks favorably on projects during the selection process which already have partial funding allocated.

VOTE ON THE MOTION:

Yays: 6 - Mayor O'Neil, Council Member Moulton, Council Member Needles, Council Member Shirrell, Council Member Fleming and Council Member Reese

Excused: 1 - Council Member Ruff

2. Approval of Contract with NPC Energy Services, LLC for the VCT Electrical Upgrades - Re-bid Project in the Amount of \$3,296,070

MOTION: Council Member Moulton moved, seconded by Council Member Needles to approve contract with NPC Energy Services, LLC for the VCT electrical upgrades - rebid project in the amount of \$3,296,070. The motion carried by the following vote after the following discussion occurred.

Council Member Fleming asked staff to include start and end dates in the legislative text agenda statement for future projects of this magnitude. Mr. Nate Duval, city capital facilities director, provided a brief overview of the anticipated timeline for the project.

Council Member Moulton asked for an overview of the bid process for this contract. Mr. Nate Duval stated the project was advertised the first time to solicit prequalification packages. He outlined the specialty needs of the scope and breadth of the project. The contract was advertised a second time to solicit a broader range of bidders. He explained the process by which NPC Energy Services, LLC was selected. They were not the lowest bidder, however they were the most qualified for the scope of the contract. He outlined the basic differences between NPC and the lowest bidder. He stated all the bidders were aware of how the contract proposals would be scored, as the criteria and process were outlined in the request for proposals. The Kelsey Dock project was bid in a similar manner.

Mr. Duval explained he recused himself from the scoring process for this project due to his interaction with bidders during his prior employment.

VOTE ON THE MOTION:

Yays: 6 - Mayor O'Neil, Council Member Moulton, Council Member Needles, Council Member Shirrell, Council Member Fleming and Council Member Reese

Excused: 1 - Council Member Ruff

3. **Approval of Interim City Manager Contract**

MOTION: Council Member Shirrell motioned, seconded by Council Member Moulton to approve the interim city manager contract with Roxanne Murphy. The motion carried by the following vote.

VOTE ON THE MOTION:

Yays: 6 - Mayor O'Neil, Council Member Moulton, Council Member Needles, Council Member Shirrell, Council Member Fleming and Council Member Reese

Excused: 1 - Council Member Ruff

4. **Discussion Item: City Manager Recruitment Process**

Mayor O'Neil stated Incident Command System training and competence at an executive leadership level should be included in the minimum requirements for city manager candidates.

Council debated the pros and cons of using a recruitment firm to help search for and identify qualified candidates. They discussed potential alternatives for recruitment, such as advertising online through ICMA, AML, and other professional organizations. Several Council members discussed the need for someone to manage the recruitment and candidate vetting process. This could be accomplished through a limited scope with a recruitment firm. The interview process once final candidates were selected could then be coordinated in house. Mayor O'Neil expressed his support that the full recruitment process be conducted by city staff. Council Member Moulton discussed the need for a larger pool of candidates than what was done in the past.

Council scheduled a work session in late April to discuss the city manager recruitment process. The primary topic for the work session would be discussion about the necessity of hiring a recruitment firm. If consensus was to hire a recruitment firm, scope of the contract could then be discussed.

Council provided consensus to wait until after the municipal election to interview or hire a new city manager process.

IX. **ORDINANCES**

1. **#19-02 - Amending Chapter 8.20 of the Valdez Municipal Code Related to Nuisances. First Reading. Public Hearing.**

MOTION: Council Member Shirrell moved, seconded by Council Member Fleming to approve Ordinance #19-02. First reading. Public hearing. The motion carried by the following vote after the following discussion occurred.

Mr. Staser provided a brief overview of the changes included in the ordinance.

Council briefly discussed implementation and enforcement processes for this section of code. Council Member Shirrell stated the city should be prepared to

invest funds and assistance in helping citizens gain compliance with code at the start of the process, such as assisting with disposal of junk vehicles.

Mr. Dan Plaster, city enforcement officer, explained the main goal at the start of the enforcement program would be education efforts to gain voluntary compliance.

Council Member Moulton reiterated the need to review municipal code and ensure what is reflected is what is needed and makes sense in Valdez.

Mr. Brandon Reese, city Planning & Zoning Commissioner, requested written materials be advertised prior to enforcement efforts. Ms. Ferko offered to send a copy of the implementation and education plan written by Mr. Plaster to the commission.

VOTE ON THE MOTION:

Yays: 6 - Mayor O'Neil, Council Member Moulton, Council Member Needles, Council Member Shirrell, Council Member Fleming and Council Member Reese

Excused: 1 - Council Member Ruff

X. RESOLUTIONS

1. **#19-19 - Approval to Sell by Negotiation a 100 Acre Parcel of City Owned Land Within ASLS 79-116 to Rydor Enterprises, LLC.**

MAIN MOTION: Council Member Moulton moved, seconded by Council Member Fleming to approve Resolution #19-19.

At the request of Council, Mr. Nate Smith from Rydor Enterprises, LLC provided a presentation regarding his company's project. He outlined the history of the project, vision for development of the land, and progress made thus far.

Council Member Moulton stated now that the property in this area of town is being sold, other individuals may begin to express interest in purchasing adjacent city land, most especially if zoning is changed.

Council Member Moulton asked if the sale of this property restricted movement on adjacent city property or access to the river or lake. Mr. Paul Nylund, city senior planner, explained state of Alaska land abuts one side of the land being sold. There are public easements which provide city access on all sides.

Mayor O'Neil and several Council Members expressed their reasons for supporting both the project and sale of the land.

Ms. Ferko explained a clerical revision would be administratively made to the resolution in the fourth whereas paragraph, as the Valdez Municipal Code reference listed was incorrect. The correct reference is Chapter 4.04.070.

MOTION TO AMEND (1): Council Member Fleming moved, seconded by Council Member Shirrell to add the following sentences to the end of Section 1 of the

Resolution: "Purchaser may arrange a secondary independent appraisal at their own expense. The results of the secondary appraisal may be submitted to the city for consideration in determination of fair market value of the property. If the secondary appraisal returns a value less than the original appraisal, the average of the two appraisals may be used to determine fair market value and sale price of the land." The motion to amend carried by the following vote after the following discussion occurred.

Council Member Shirrell asked if the purchasers were in agreement with the proposed amendment. Mr. Smith explained the language reflects similar language included in the resolution from the 2007 land sale. Council Member Fleming explained he had met with Mr. Smith and they discussed the need for series of amendments. Council Member Moulton asked why Mr. Smith felt he needed to obtain a second appraisal. Mr. Smith explained the second appraisal would be at no cost to the city. Council Member Moulton stated the sale would need to come back to Council for approval if it was under fair market value. Council Member Shirrell explained it was not uncommon in real estate sales to have multiple appraisals for negotiation purposes. Council Member Shirrell clarified the amendment stated the secondary appraisal "may be used" not "shall be used" to determine the sale price.

VOTE ON MOTION TO AMEND (1):

Yays: 5 - Mayor O'Neil, Council Member Needles, Council Member Shirrell, Council Member Fleming and Council Member Reese

Nays: 1 - Council Member Moulton

Excused: 1 - Council Member Ruff

MOTION TO AMEND (2): Council Member Moulton moved, seconded by Council Member Reese to strike Section 2 and replace it with the following: In conformance with the Property Management and Procedures, upon approval of the land sale by City Council, purchaser is required to submit a prorated deposit in the amount of \$1,500 as down payment for the cost of the appraisal. Any unused funds remaining may be applied toward the purchase price. Payment of the deposit must be made within 15 days of approval by the City Council. No deposit is required for the cost of the survey, as it has already been conducted, provided to the city, and paid for at the purchaser's expense. No deposit is required for the cost of the Phase 1 environmental assessment as it is currently in progress at the purchaser's expense." The motion to amend carried by the following vote after the following discussion occurred.

Mayor O'Neil clarified this amendment provided for a prorated deposit, giving credit for work already completed. Mr. Staser added the deposit for the survey, phase I environmental analysis, and appraisal is outlined in code, with an amount set by resolution. He stated the amendment complies with municipal code language.

Mayor O'Neil asked if the city normal contracts for completion of the survey, phase 1 environmental analysis, and appraisal. Ms. Rochelle Rollenhagen, city planning department director, confirmed this as correct. She explained the former city manager gave Rydor Enterprises permission to access the land to complete the survey and phase 1 environmental analysis. Mr. Smith added they completed those two items in advance to be efficient and better prepared for the land sale discussion. Then the land sale resolution could be brought to Council for

consideration at an appropriate time of year to allow work on the property if approved.

VOTE ON THE MOTION TO AMEND (2):

Yays: 6 - Mayor O'Neil, Council Member Moulton, Council Member Needles, Council Member Shirrell, Council Member Fleming and Council Member Reese

Excused: 1 - Council Member Ruff

MOTION TO AMEND (3): Council Member Moulton moved, seconded by Council Member Needles to add the following sentences to the end of Section 7. If the intended use of the land is shown not to be viable, purchaser may develop the land for use in conformance with existing zoning requirements in place at the time. The land may also be subdivided in conformance with processes outlined in Valdez Municipal Code." The motion to amend carried by the following vote.

VOTE ON THE MOTION TO AMEND (3):

Yays: 5 - Mayor O'Neil, Council Member Needles, Council Member Shirrell, Council Member Fleming and Council Member Reese

Nays: 1 - Council Member Moulton

Excused: 1 - Council Member Ruff

MOTION TO AMEND (4): Council Member Fleming moved to strike the word "survey" and the phrase "Phase 1 environmental assessment" from Section 5. Ms. Ferko stated those words could actually be administratively struck based on the content of amendment (2) as approved by Council. Motion to amend (4) failed due to lack of second.

MOTION TO AMEND (5): Council Member Fleming moved, seconded by Council Member Needles to strike the phrase "or purchase" from Section 7. The motion to amend carried by the following vote after the following discussion occurred.

VOTE ON THE MOTION TO AMEND (5):

Yays: 5 - Mayor O'Neil, Council Member Needles, Council Member Shirrell, Council Member Fleming and Council Member Reese

Nays: 1 - Council Member Moulton

Excused: 1 - Council Member Ruff

Ms. Murphy stated she would bring the purchase and sale agreement for this parcel back to the Council for final approval.

VOTE ON THE MAIN MOTION AS AMENDED.

Yays: 6 - Mayor O'Neil, Council Member Moulton, Council Member Needles, Council Member Shirrell, Council Member Fleming and Council Member Reese

Excused: 1 - Council Member Ruff

2. #19-20 - Providing for Adoption of a Written Deferred Compensation Plan

MOTION: Council Member Moulton moved, seconded by Council Member Reese to approve Resolution #19-20. The motion carried by the following vote.

VOTE ON THE MOTION:

Yays: 6 - Mayor O'Neil, Council Member Moulton, Council Member Needles, Council Member Shirrell, Council Member Fleming and Council Member Reese

Excused: 1 - Council Member Ruff

XI. REPORTS

1. **Financial Statements for Quarter Ending 12/31/2018**
2. **Economic Development Department Staff Report – First Quarter 2019**
3. **Ports & Harbors 1st Quarter Report 2019**

XII. CITY MANAGER / CITY CLERK / CITY ATTORNEY / MAYOR REPORTS**1. City Manager Report**

Ms. Murphy outlined her recent activities as interim city manager, including meeting with each department director, scheduling meetings with local community stakeholders, and the latest meeting of the Health Planning Task Force.

She explained she will be working with the Employee Relations Team and department directors to review the results of the employee salary survey before scheduling a work session with Council.

Ms. Murphy stated she will be working with the city clerk to review Council agenda items. She would be certain to implement Council direction regarding information needed from departments.

2. City Clerk Report

Ms. Ferko provided information regarding the May 7th municipal election, including absentee voting processes. She outlined upcoming Council work sessions. Mayor O'Neil briefly discussed the reasoning for the work session regarding garbage collection options during bear season.

3. City Attorney Report

Mr. Staser outlined projects and provided updates on cases his firm is working on behalf of the city, including the Meals Hill acquisition, Barton case, Boulder Bay incident, revisions to city forms and agreements, legal strategy to address proposed state legislation and budget, C-Plan adjudication, RCAC metaocean buoys agreement, escaped property, municipal contract and code review, and other general municipal services.

4. City Mayor Report

Mayor O'Neil stated the city and the Valdez community needs to remain actively engaged in what is occurring during the legislative session in Juneau.

XIII. COUNCIL BUSINESS FROM THE FLOOR

Council discussed transition to good weather and associated safety risks for those recreating in the area. Council Member Moulton thanked community stakeholders working together to respond to emergencies in town, in the mountains, and Port Valdez.

Council Member Fleming asked to schedule a projects prioritization process work session after the May election.

XIV. EXECUTIVE SESSION

The City Council transitioned into Executive Session at 9:49 p.m.

XV. RETURN FROM EXECUTIVE SESSION

The City Council transitioned out of Executive Session at 11:04 p.m.

XVI. ADJOURNMENT

There being no further business, Mayor O'Neil adjourned the meeting at 11:05 p.m.



Legislation Text

File #: 19-0158, **Version:** 1

ITEM TITLE:

Approval to Go Into Executive Session Regarding Ongoing Litigation Strategy

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Approve going into executive session regarding ongoing litigation and legal strategy

SUMMARY STATEMENT:

Alaska Statute (AS 44.62.310) provides an exception to the Alaska Open Meetings law (AS 44.62.310) which allows the city council to meet in executive session for the purpose of discussing matters which involve litigation and where matters of which the immediate knowledge would clearly have an adverse effect upon the finances of the city.



Legislation Text

File #: 19-0159, **Version:** 1

ITEM TITLE:

Approval of Waiver of Annual Application Deadline for Disabled Veteran Property Tax Exemption Program - Applicant: Shawn Brown

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A
Unencumbered Balance: N/A
Funding Source: N/A

RECOMMENDATION:

Approve waiver of annual application deadline for disabled veteran property tax exemption program - Applicant: Shawn Brown

SUMMARY STATEMENT:

Under Alaska Statute (AS 29.45.030) and Valdez Municipal Code (VMC 3.12.030), real property owned and occupied as the primary residence and primary place of abode by a disabled veteran is exempt from taxation on the first one hundred and fifty thousand dollars of the assessed value of the real property.

Disabled veterans must have a current VA disability rating of 50% or more to qualify for the exemption program. (Under statute, the term "disability", for purposes of the exemption program, means a disability incurred or aggravated in the line of duty in the military service of the United States or Alaska Guard which is rated at 50% or more.)

The disabled veteran property owner is required by statute and code to file annually for the exemption on a standard form provided by the state of Alaska. Proof of current VA disability rating percentage must be provided in conjunction with the application.

The annual application and proof of VA disability rating must be filed no later than January 15th of the assessment year for which the exemption is sought. (Applications are filed with the City Clerk's Office for processing and acceptance.) **If the annual application is filed before the deadline and the applicant meets the exemption program requirements, the City Clerk's Office processes the applicant's paperwork and the exemption is then automatically applied.**

Under Valdez Municipal Code (VMC 3.12.030.3a), only the City Council holds the authority to waive

the annual January 15th application deadline for this exemption program. The City Council, for demonstrated good cause, may waive the applicant's failure to make timely application for the current year and authorize the City Clerk's Office to accept the application as if timely filed.

Mr. Shawn Brown submitted his 2019 application for the disabled veteran property tax exemption program to the City Clerk's Office on April 5, 2019.

Mr. Brown meets all the requirements for the 2019 disabled veteran property tax exemption program. However, because Mr. Brown filed after January 15, 2019, City Council must approve the waiver of the 2019 application deadline and authorize the City Clerk's Office to accept the application as if timely filed.

If Council does not approve the application deadline waiver, Mr. Brown will not receive the exemption for the 2019 tax year. However, he will continue to be eligible for the program in subsequent years if he files before the annual deadline. Mr. Brown is aware of the status of his application and the requirement for Council to approve the deadline waiver.

Mr. Brown received the disabled veteran property tax exemption for the 2018 tax year and has already submitted an eligible application for the 2020 tax year.

Please find the following documents attached in one PDF file:

- Page 1: 2019 Disabled Veteran Property Tax Exemption Application for Mr. Brown
- Page 2: Proof of Qualifying VA Disability Rating for Mr. Brown (50%)
- Page 3: Letter from Mr. Brown explaining why he failed to meet the January 15, 2019 application deadline.



**SENIOR CITIZEN/DISABLED VETERAN
PROPERTY TAX EXEMPTION APPLICATION
AS 29.45.030 (e)-(i)**



1. Name of Municipality: <i>City of Valdez</i>		2. Property Tax I.D.: <i>7135000080</i>	3. Tax Year <i>2019</i>
4. Name of Applicant: <i>Shawn R Brown</i>		5. Birth date <i>01-30-1979</i>	6. Social Security # [REDACTED]
7. Name of Spouse: <i>N/A</i>		8. Birth date	9. Social Security #
10. Mailing Address: <i>PO Box 1046 Valdez AK 99686</i>		11. Residential Physical Address: <i>530 Valhalla Ln Valdez AK 99686</i>	
12. Home Phone: <i>907 2554003</i>	Message Phone:	13. Please check one of the following <input type="checkbox"/> I am applying as a Senior Citizen age 65 or older <input type="checkbox"/> I am applying as a widow or widower, age 60-64, of a previously qualified applicant. <input checked="" type="checkbox"/> I am applying as a Disabled Veteran <i>5070</i>	
14. Type of Dwelling: <input checked="" type="checkbox"/> single family <input type="checkbox"/> condominium <input type="checkbox"/> mobile home <input type="checkbox"/> duplex <input type="checkbox"/> other			
15. Is this your permanent place of abode? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, permanent residential address is:		16. Is your home on land you own? <i>100%</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, % of ownership If no, owner's name:	
17. Is any portion of this property used for commercial or rental purposes? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, percentage: _____ %			
18. As provided for under AS 29.45.030(e), a municipality may, in a case of hardship, provide for an exemption beyond the first \$150,000 of assessed value. A hardship application may be obtained from your municipal assessing office.			
19. Certification: I hereby certify that the answers given on this application are true and correct to the best of my knowledge. I understand that a willful misstatement is punishable by a fine or imprisonment under AS 11.56.210.			
Date: <i>5 Apr 2019</i>		Signature of Applicant: 	

Following is for Local Assessor/Clerk Use Only

<input type="checkbox"/> New Filing	<input checked="" type="checkbox"/> Prior Filing	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Proof Provided:	<input type="checkbox"/> Age	<input checked="" type="checkbox"/> Disability (DAV)	Verified By: <i>AEF</i>
Parcel Number and/or Legal Description: _____			
Comments:			
Property Value	Land	Building	Total
Secondary lots	_____	_____	_____
Adjustments:	Total Property Value:		\$ _____
Ownership	% _____		_____
Commercial/Rental	% _____		() _____
	Subtotal:		\$ _____
	If Subtotal exceeds \$150,000, use this figure:		\$ 150,000
SC/DAV Exempt Value	Tax Code Area	Mill Rate	SC/DV Exempt Taxes
Borough _____	_____	_____	_____
City _____	_____	_____	_____
Total SC/DAV Exempt		Tax Amount	\$ _____



January 2, 2018
 SHAWN RICHARD BROWN
 530 VALHALLA ST
 VALDEZ AK 99686

We made a decision on your VA benefits.

Dear Mr. Brown,

This letter will guide you through the information you should know and steps you may take now that VA has made a decision about your benefits.

Your benefit information:

- Evaluation of **lumbosacral strain with degenerative changes between L4 and S1** which is currently 10 percent disabling, is increased to 20 percent effective October 23, 2017.
- Evaluation of **radiculopathy of the sciatic nerve, right lower extremity** which is currently 10 percent disabling, is continued.
- Evaluation of **radiculopathy of the sciatic nerve, left lower extremity** which is currently 20 percent disabling, is continued.

Your combined rating evaluation is:

Combined Rating Evaluation	Effective Date
40%	Oct 31, 2007
20%	Jul 1, 2010
40%	Apr 16, 2013
50%	Oct 23, 2017

How VA Combines Percentages

If you have more than one condition, VA will combine percentages to determine your overall disability rating. The percentages assigned for each of your conditions may not always add up to your combined rating evaluation. The following website has additional information about how VA combines percentages:

We have included with this letter:

1. Explanation of Payment
2. Additional Benefits
3. Where to Send Written Correspondence
4. VA Form 4107
5. VA Form 21-0958
6. Rating Decision

Contact information:

Web: www.vets.gov
 Phone: 1-800-827-1000
 TDD: 711
 To send questions online: visit <https://iris.va.gov>

Social Media:

Twitter: @VAVetBenefits
 Facebook: www.facebook.com/VeteransBenefits

Your representative:

You appointed AMERICAN LEGION as your accredited representative. They have also received a copy of this letter.

They can help you with any questions you have about your claim.

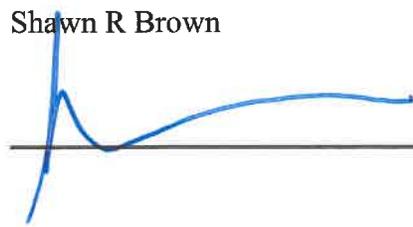
If you or someone you know is in crisis, call the Veterans Crisis Line at 1-800-273-8255 and press 1.

City of Valdez:

I Shawn R Brown am requesting that you take in consideration and acceptance of my property tax exemption application for the year 2019. I missed the deadline of filing my application to the City of Valdez due to personal matters that have taken place in the last year. I hope you will accept this application for my property tax exemption and I appreciate what you do for military veterans in the community.

Thank you,

Shawn R Brown



5Apr. 2019



Legislation Text

File #: 19-0160, **Version:** 1

ITEM TITLE:

Council Approval of Write-Offs of Various City Fees to Be Forwarded to Collections Agency

SUBMITTED BY: Brian Carlson, Finance Director

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Authorize write-off of identified delinquent fees exceeding \$500, and forwarding of same to collections agency, pursuant to City Code, 2.20.010 and 2.20.020

SUMMARY STATEMENT:

- The attached lists show various delinquencies for payment of fees. Staff periodically presents this list to council, and will present ongoing delinquency approvals on a quarterly basis.
- The Finance Director is authorized by City Code to write off delinquent accounts less than \$500. Council authorization is required for write-offs exceeding \$500.
- **The agency (Cornerstone) retains 35% of delinquent fees collected.**
- Property tax delinquencies entail a different foreclosure process, which will be presented to Council annually.

City Code Excerpts:

2.20.010 The City Finance Director shall:

1. Diligently collect all money due the city and shall maintain records as necessary to pursue the collection of delinquent accounts and shall act under such laws or ordinances as now or hereafter exist delegating collection authority to the city's fiscal agent. The city finance director shall pursue the object of this subsection with impartiality and dispatch.

2.20.020 The Finance Director shall:

1. Have authority to write off, compromise, or correct, from time to time, such unpaid and outstanding accounts receivable, taxes, and delinquent checks, as may be in dispute, uncollectible, or uneconomical to pursue. When a single write-off, compromise, or correction involves an amount in excess of five hundred dollars, it shall require the approval of the city council. A single write-off larger

than five hundred dollars shall not be arbitrarily divided to avoid council approval thereof. A listing of all accounts written off will be provided to the council along with the regular financial reports provided by administration.

Delinquent Accounts - Presented to Council on 4/16/2019

Delinquent Accounts Less-Than \$500

Informational Only - Does Not Require Council Approval

<u>ACCOUNT</u>	<u>NAME</u>	<u>DESCRIPTION</u>	<u>YEAR</u>	<u>AMOUNT</u>
1534	P & J Polyaska	Baler Services	2018	\$21.06
1122	Bell Technology	Baler Invoices	2018	\$30.52
1451	AshLeah Meyer	PRCS - Civic Center Rental	2017	\$50.24
1529	Samantha Eddy	PRCS - Civic Center Rental	2018	\$131.75
1511	Rachel Barrus	PRCS - Civic Center Rental	2018	\$180.00
1436	Test the Waters	PRCS - Pool Rental	2017	\$218.74

Delinquent Accounts Greater-Than \$500

Requires Council Approval

<u>ACCOUNT</u>	<u>NAME</u>	<u>DESCRIPTION</u>	<u>YEAR</u>	<u>AMOUNT</u>
1481	Brandon Dodd	Animal Control - Dog Boarding fees	2017	\$535.93
1445	Acuity Brand Lighting Inc.	Public Works: Overtime for securing broken light fixtures from wind storm	2017	\$1,188.97



Legislation Text

File #: 19-0161, **Version:** 1

ITEM TITLE:

Appointment to Economic Diversification Commission (One-year, Five-month Term) - Applicant:
Jamie Berg

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A
Unencumbered Balance: N/A
Funding Source: N/A

RECOMMENDATION:

Appoint one applicant to serve on the City Economic Diversification Commission for a one-year, five-month term, expiring September 2020.

SUMMARY STATEMENT:

One vacancy exists on the City Economic Diversification Commission due to resignation.

After multiple rounds of advertising over three months, the City Clerk's Office received one application:

- Jamie Berg (Industry Sector: Food & Beverage)

Members of the commission shall be diversified to the maximum extent possible and appointed to represent specific industry sectors of the economy. No two members may be appointed to serve concurrently from the same industry sector. Appointees representing the following industry sectors will be considered to fill the current vacancy: (1) accommodations, (2) winter tours & attractions, (3) food & beverage, (4) healthcare, (5) utilities (6) oil & gas, (7) professional services - attorney, engineer, banker, real estate, news media, etc., (8) seafood processing, or (9) sport fisheries.

Application Form**Profile**

Jamie

First Name

Berg

Last Name

kaulanaak@gmail.com

Email Address

PO Box 2191

Valdez Mailing Address (PO BOX # or HCI BOX #)

136 Foraker Street

Home Address

Suite or Apt

Valdez

City

AK

State

99686

Postal Code

Mobile: (831) 512-3778

Primary Phone

Home: (831) 512-3778

Alternate Phone

Harris Sand & Gravel

Employer

Construction

Occupation

Which Boards would you like to apply for?

Economic Diversification Commission: On Agenda

How did you learn about this vacancy? *

- City Website
 Word of Mouth

Interests & Experience**Why are you interested in serving on a City of Valdez board or commission?**

Since moving to Alaska in 2016, I have immersed myself in the local culture and have become greatly invested in the development of Valdez. I am a community-minded individual and have been a volunteer at the Valdez Animal Shelter since I moved to town. I care about providing greater services and opportunities to citizens that utilize the unique features of our location. It would be a privilege to be involved in the Economic Diversification Commission and I would derive great satisfaction from helping to improve the Valdez community.

Please outline your education, work, and volunteer experience which will assist you in serving on a City of Valdez board/commission.

In addition to this experience, I worked as Chief Operations Officer for an events / branding startup company based out of Portland, Oregon. My duties included networking with local non-profits and businesses for project collaboration as well as distributing products, branding, coordinating events, and creating/approving budgets. I worked as Senior Production Crew Lead at the Omega Institute for Holistic Studies, a non-profit recreational retreat and education center. My role was to translate idealized workshop designs into practical set layouts. Many of the events we facilitated required accommodating thousands of guests at a time. This experience gave me the skills to think critically about multifaceted problems and to plan with utility and implementation in mind. I have also worked for Harris Sand & Gravel, and have a decent idea of how general construction projects are run here in Valdez. I have an educated idea of available resources, and a general understanding of project potential. This experience will definitely help provide a solid analysis and proposal for possible future projects. I have worked in Parks & Recreation and Building Maintenance for the City of Valdez, in seasonal rotation. This work rewarded me with the experience of directly supporting community programming. It has also afforded me a functional understanding of many of the limitations to development in Valdez. In addition, these jobs required me to problem solve on a daily basis and work independently to assess repairs and develop new projects.

Question applies to Economic Diversification Commission

Please mark the industry sector seat for which you are applying (choose one). *

Food & Beverage

Question applies to Economic Diversification Commission

Please describe your qualifications to represent your selected industry sector.

I have development experience within the dining industry. My family established a Hawaiian restaurant chain in Oregon and Washington, Hawaiian Time Cafe. I participated in food shows to purchase and integrate new stock as well as order appliances and parts for maintenance. I traveled with my father working as a restaurant consultant throughout the south east region of the United States. We consulted for a wide range of eatery styles, from high-end restaurants to ethnic food to bakeries, etc. This work included consulting on marketing, operational cost adjustments, streamlining menus, interior decor, kitchen layout and food prep/storage. After concluding the tour, I assisted my father with opening a frozen yogurt bar in Washington. I designed the functional layouts and budgets for the project. This experience gave me valuable understanding of small business operation, businesses management, and independent project management.

Question applies to Economic Diversification Commission

Please describe your vision for the economic future of Valdez.

I have identified multiple areas of community need or areas where our exclusive resources are untapped. Some examples include expanding housing options, niche business ideas, and a separate branding effort for the COV. I am interested in supporting projects that generate quality opportunities for leisure, and indoor recreation for year-round and seasonal residents. These are ambitious undertakings, but I feel it is important to set high standards for development projects. I am looking forward to progressing further with Kimley-Horne, and incorporating their recommendations and analysis into future projects, should that be a commission priority.

[Jamie Berg Resume.docx](#)

Upload a Resume or Letter of Interest

Jamie Berg
PO Box 2191 Valdez, Alaska
(831) 512 – 3778

Skills

I have ~8 years combined supervisory / management experience (4 years as supervisory, 4 years as executive / management), Firefighter I, First AID & CPR, Hazmat Course, Local Laborers 341, Machinery operation (966 Loader, 906H Loader, 420 Backhoe, Skid Steer. Toolcat, Aerial Boom Lift, Trackless), Forklift operator certification, HDPE Pipefitting, Microsoft Suite, ALICE Instructor, Transportation Worker Identification Credential (TWIC).

Experience

General Construction Laborer/Operator - [Harris Sand & Gravel; Valdez, AK] [Sept. 2018 - Present]

Worked multiple state / municipal projects, Heavy machinery operation (420 Backhoe, 966 Loader, Skid Steer), Graded and paved ~ 4 miles of state roads & ~ 3 miles of municipal roads, Graded and prepared ~ 1/2 mile of sidewalk for concrete, Installed new storm drains & manholes for sewer access, Installed 20 new light poles, Erosion prevention (Fabric & Riprap) along rivers for road protection (~4 miles), HDPE fusion weld & installation of both fire & water services on new Valdez harbor, Gangway installation at new Valdez harbor.

Volunteer Firefighter - [City of Valdez; Valdez, AK] [Apr. 2018 - Present]

Firefighter I & Hazmat Training

Parks & Trail Maintenance Crew Lead - [City of Valdez; Valdez, AK] [Mar. - Sept. 2018]

Independent project management, Train new crew members on machinery, power tools, & construction techniques. Heavy machinery operation (906 Loader, Toolcat, Fork Lift, Aerial Boom Lift, Woodchipper), Brush cut trails and maintained public landscape, Excavated land and built a new playground, Events Services assistance for the City of Valdez.

Building Maintenance / Snow Removal - [City of Valdez; Valdez, AK] [Dec. 2017 - March 2018]

Heavy machinery operation (906H Loader, Toolcat, Aerial Boom Lift, Trackless), Various building maintenance including finish carpentry, electrical, painting, carpeting, etc.

Senior Production Crew Lead - [Omega Institute for Holistic Studies; Rhinebeck, NY] [Apr. - Nov. 2016]

Managed crew leads and teams; lead department meetings and briefings, Developed and implemented new training programs, Maintained a fun, supportive environment for employees, Conducted high volume campus-wide inventory exchange, Completed construction and woodworking projects.

Chief Operations Officer (COO) - [STPU LLC. ; Portland/Tualatin, OR] [Aug. 2012 - Dec. 2016]

Created / approved interdepartmental budgets, Networked with local nonprofits and businesses for collaboration and distribution, Served as events services coordinator, Served as marketing advisor for STPU & associates, Developed branding and products including stickers, shirts, hoodies, images/logos, etc.

Finish Carpenter - [Berg & Sons Construction Inc.; Elk Grove, CA] [Apr. 2014 - Mar. 2015]

Completed detail-oriented and accurate work (commercial and residential), Restaurant and home renovations, Fabrication, Completed safety inspections and complied with OSHA regulations

Roofer - [Gregg Roofing; Camas, WA] [Mar. 2012 - Mar. 2013]

Rooftop removal and installation (commercial and residential), TPO (Triple Protection Overlay) installation and repair, Heat welding, Completed safety inspections and complied with OSHA regulations

Education

High School Diploma

[Hudson's Bay High School; Vancouver, WA - 2012]



Legislation Text

File #: 19-0162, **Version:** 1

ITEM TITLE:

Approval of a Contract with Zastrow Enterprises, Inc. for the Animal Shelter Kennel Renovation Project in the Amount of \$439,249.00.

SUBMITTED BY: Melissa Ross, Capital Facilities Project Manager

FISCAL NOTES:

Expenditure Required: \$439,249.00

Unencumbered Balance: \$591,559.22

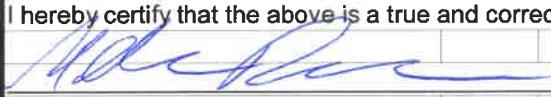
Funding Source: 350-0310-55000.1606

RECOMMENDATION:

Approve the Contract with Zastrow Enterprises, Inc. for the Animal Shelter Kennel Renovation Project in the Amount of \$439,249.00.

SUMMARY STATEMENT:

The intent of this project is to renovate the dog kennel and grooming area at the animal shelter. Deterioration over the past three years of the floor drains in the kennel area necessitates replacement. While replacing the drains, all new flooring and CMU kennel partitions will be installed. An alternate for manufactured kennel partitions was included with this bid but it was found that the cost savings from these panels did not outweigh the longevity that would be brought from implementing CMU walls. There was also an alternate #2 for an accessory storage building that was voted down at the April 2nd council meeting. The contractor for this project will now change since this alternate is no longer included. The new contractor for the base bid option will be Zastrow Enterprises, Inc. by virtue of the local bidder preference.

Summary of Proposals Received				Project: Animal Shelter Kennel Renovation											
Bid Opening				Contract No. 1469											
Date: 3/12/2019				Project No. 16-350-1606											
Place: Capital Facilities Conference Room				TBI Construction			Orion Construction, Inc.			Zastrow Enterprises, Inc.					
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Renovate dog kennel/grooming area	All Req'd	1	N/A	\$400,000.00	N/A	\$512,270.00	N/A	\$433,629.00						
2	Field engineering, submittals, shop & record drawings, operating instructions, O&M manuals, and close-out punchlist	LS	1	N/A	\$30,000.00	N/A	\$30,000.00	N/A	\$5,620.00						
AA #1	Manufactured Kennel Partitions	All Req'd	1	N/A	\$25,000.00	N/A	-\$8,200.00	N/A	-\$27,326.00						
AA #2	Construct accessory storage building	All Req'd	1	N/A	\$75,000.00	N/A	\$250,000.00	N/A	\$179,918.00						
	3 Addenda Acknowledged				✓		✓		✓						
	Bid Bond				✓		✓		✓						
	Alaska Business License				✓		✓		✓						
	Alaska Contractor License				✓		✓		✓						
	Total Base Bid				\$430,000.00		\$542,270.00		\$439,249.00		\$0.00		\$0.00		\$0.00
	Total Base Bid + Alt 1				\$455,000.00		\$534,070.00		\$411,923.00		\$0.00		\$0.00		\$0.00
	Total Base Bid + Alt 2				\$505,000.00		\$792,270.00		\$619,167.00		\$0.00		\$0.00		\$0.00
	Total Base Bid = Alt 1 & Alt 2				\$530,000.00		\$784,070.00		\$591,841.00		\$0.00		\$0.00		\$0.00
	Local bidder preference 10%								\$396,249.00						
	Total Adjusted Bid														
The bid totals are subject to correction after the bids have been completely reviewed.															
Totals have been reviewed <input checked="" type="checkbox"/>															
Totals have been corrected <input type="checkbox"/>															
I hereby certify that the above is a true and correct summary of proposals received.															
 _____ Project Manager															

CITY OF VALDEZ
ALASKA

CONTRACT DOCUMENTS

Project: Animal Shelter Kennel Renovation

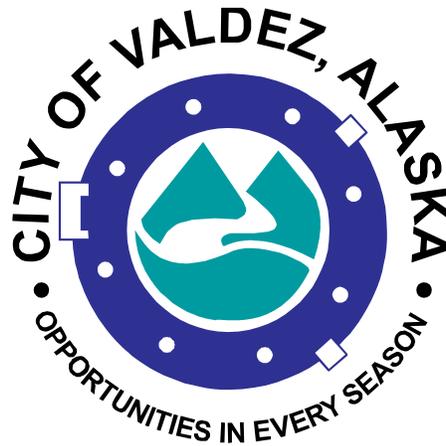
Project Number: 16-350-1606

Contract Number: 1469

Cost Code: 350-0310-55000.1606

Issued for Construction

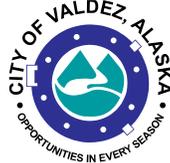
Date: 02-11-2019



City of Valdez
Capital Facilities and Engineering
300 Airport Road, Suite 201
P.O. Box 307
Valdez, Alaska 99686

Project Manager:
Melissa Ross

Construction Plan Set Completed By:
Michael Baker International
3900 C Street – Suite 900
Anchorage, Ak 99503



**City of Valdez
Contract Documents**

**Project: Animal Shelter Kennel Renovation
Project Number: 16-350-1606 / Contract Number: 1469**

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Specifications Titled “Valdez Animal Shelter Kennel Renovation Specifications”, “Valdez Animal Shelter Accessory Storage Building Procurement Specification”, “Valdez Animal Shelter Mold Specification_____	Attached



**City of Valdez
Invitation to Bid**

Date: 02-11-2019

**Project: Animal Shelter Kennel Renovation
Project Number: 16-350-1606 / Contract Number: 1469**

This project includes, but is not necessarily limited to:

Base Bid: Renovation of the dog kennel area at the animal shelter with new drains, radiant floor heating and new kennels.

AA#1 Manufactured kennel partitions in lieu of CMU kennel walls

AA#2 Construct accessory storage building in accordance with procurement spec.

Engineers Estimate for construction under **\$600,000**

Sealed bids will be accepted until 2:00p.m. local time on March 12, 2019 at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, P. O. Box 307, Valdez, Alaska 99686. The bids will be publicly opened and read at that time.

A non-mandatory pre-bid conference will be held at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, Valdez, Alaska on February 19, 2019 at 10:00a.m.

All questions need to be submitted in writing by 4:00p.m. on March 5, 2019.

Complete sets of the bid documents may be purchased from Digital Blueprint, 903 West Northern Lights Blvd., Anchorage, AK 99503, (907) 274-4060. Bid documents may also be downloaded from the City of Valdez website at www.valdezak.gov; documents are located under "Bids" on the lower right hand side of the opening page. Bidders are encouraged to download, fill out, and return the Request for Addendum form located at the link listed above to ensure receipt of any addendum issued for this project.

Bid security in the amount of 5% of the total bid is required.

The City reserves the right to waive any irregularities or informalities in a bid and to reject any and all bids without cause.

Current minimum prevailing wage rates as published by the Alaska Department of Labor must be paid if required by law.

Requirements of the Alaska Employment Preference (AS 36.10) must be met.

The City of Valdez "Standard Specifications and Standard Details" shall be used. An electronic copy is available from the City of Valdez website at <http://www.valdezak.gov> under "standards and specifications" located on the "quick links" portion of the Capital Facilities Department page.



**City of Valdez
Instructions to Bidders**

**Project: Animal Shelter Kennel Renovation
Project Number: 16-350-1606 / Contract Number: 1469**

CAUTION:

Your bid may be rejected if it is not properly executed. Check that the following items have been accomplished to help assure a responsive bid. Please read Sections 6 and 7 carefully.

1. Bid Form
 - A. The Bid Form has been executed and signed.
 - B. Addendum Acknowledgement Form has been executed and signed.
2. Bid Security or Bid Bond
 - A. An executed Bid Security (Bid Bond) in the amount indicated on the Invitation to Bid.
 - B. Verify that the Certificate showing the Corporate Principal on the form is executed if applicable.
3. Alaska Business License, a copy your current license must be included.
4. Alaska Contactor Certificate of Registration
 - A. A copy of your current Alaska Contractor License of Registration in the bidder's name must be included with the bid.
 - B. The Contractor is required to verify that the appropriate license(s) is in place prior to submitting their bid for the project's scope of work.
5. A bid may be rejected if it contains any alterations or erasures that are not initialed by the signer of the bid.

Note: Any certified checks may be held uncollected at the risk of bidders submitting them.

1. General

Bidders are requested to study and follow these instructions about the method and form for submitting bids to avoid having their bid rejected.

Bidders will find all required forms and documents contained within this assembly. Please notice under Section 7, Required Documents for Bid, as to which forms and documents are required for your bid to be considered.

2. Explanation to Bidders

Requests from bidders concerning interpretations or clarifications of the bid documents shall be made in writing to the project manager or project engineer. Such requests shall arrive at least three working days prior to the date for opening bids. There needs to be sufficient time allowed for a reply to reach all bidders before the submission of the bids. Explanations made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders and receipt of the addendum must be acknowledged on the Addendum Form.



3. Site Conditions

Bidders are encouraged to visit the site to ascertain pertinent local conditions, location, accessibility, terrain, labor conditions, conditions of surrounding areas, and any other aspect that may impact the project.

4. Addenda Requirements

All bids must include the Addendum Acknowledgement Form. If addendums have been issued the bidder must state on the form all the addendums have been acknowledged. If no addendums were issued then the bidder is to write “NONE” on the form. The Addendum Acknowledgement Form shall be reviewed prior to acceptance of the bid.

5. Submissions of Bids

All bids, including any amendment or withdrawal, must be received at the address shown in the Invitation to Bid no later than the scheduled time of bid opening. Any bid, amendment or withdrawal that has not been actually received by the person opening the bid prior to the time of the scheduled bid opening will not be considered, and bid will be returned unopened. Conditioned or qualified bids unless requested will be considered nonresponsive.

Bids must be in a sealed envelope marked as follows:

BIDS FOR CITY OF VALDEZ	CAPITAL FACILITIES DIRECTOR
Animal Shelter Kennel Renovation	CITY OF VALDEZ
PROJECT NO. <u>16-350-1606</u>	300 AIRPORT ROAD, SUITE 201
CONTRACT NO. <u>1469</u>	P.O. BOX 307
DATE OF BID OPENING: <u>March 12th, 2019</u>	VALDEZ, AK 99686

6. Preparation of Bids

Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed in ink. If erasures or other changes appear on the forms, the person signing the bid must initial each erasure or change.

The Bid Form will provide for quotation or price for all items. Bidders must quote on all items. Failure to do so may result in disqualification. Alternative bids will not be acceptable unless requested.

Modification by facsimile of bids already submitted will be considered if received before the bid opening time noted in the Invitation for Bid or the addenda. Modification by facsimile is at the risk of the bidder. The Owner makes no warranty as to telephone line or equipment availability or condition. All addenda must be acknowledged prior to the bid opening; facsimile acknowledgement is acceptable for all addenda issued as long as an original completed form was provided within your sealed bid. Facsimile modifications shall not reveal the total amount of the original or revised bid.

Facsimile number to use is (907) 835-5574.



7. Required Documents for Bid

The following listed documents are to be completed and submitted at the time of bidding. Deviation from these requirements will be grounds for rejection of the bid.

- A. Addenda Acknowledged Form, fully completed original (see Item 6 above also)
- B. Bid Schedule, fully completed original (see Item 6 above also)
- C. Bid Bond, original
- D. Copy of current and appropriate Alaska Contractor License for this Scope of Work.
- E. Copy of current Alaska Business License

8. Required Documents for Award of the Contract

The following documents must be executed prior to award of the contract and the initiation of work. Contractors are urged to expedite the completion of these documents. This will allow the contract award and notice to proceed to be issued expeditiously. These documents must be submitted within ten (10) working days after the date of notice of award.

- A. Contract Bond (Payment Bond: See Bonding Requirements below)
- B. Contract Bond (Performance Bond: See Bonding Requirements below)
- C. Certificate of Insurance naming City of Valdez as an “Additional Insured”
- D. Certificate of good standing for a Corporation or LLC
- E. Non-collusion Affidavit
- F. Agreement (2 signed copies)
- G. City of Valdez Business Registration
- H. Executed W-9 Form

9. Bonding Requirements

- A. Bid Security (Bid Bond or Certified Check)

Bid Security is required and shall be in the form of a Certified Check for each bid or a Bid Bond prepared on the attached Bid Bond Form.

The Bid Bond must be executed by the bidder as principal and be executed by a surety company authorized to transact business in the State of Alaska. The Owner must approve the surety company.

The Bid Security shall be issued for five percent (5%) of the bid amount.

Bid Securities will be returned to all except the three lowest bidders. The remaining certified checks or bid bonds will be returned, after the Owner and the accepted bidder have executed the Contract. Failure of the Owner to return the certified checks or bid bonds in a timely manner will create no liability on the part of the Owner. If no award has been made within sixty (60) days after the bid opening, all bidders except the one who has received the notice of intent to award may request the return of their cash, check or bid bonds.



B. Contract Payment Bond

A Contract Payment Bond is not required if the total dollar amount of the contract is less than One Hundred Thousand Dollars (\$100,000).

A Contract Payment Bond is required if the total dollar amount of the contract is equal to or greater than One Hundred Thousand Dollars (\$100,000). Contract Payment Bond will be in the amount of One Hundred Percent (100%) of the Bid amount.

Contract Payment Bond shall be prepared on the Payment Bond Form that is attached. The Bond must be executed by the Contractor as principal and executed by a surety company authorized to transact business in the State of Alaska. The Owner must approve the surety company.

C. Contract Performance Bond

A Contract Performance Bond is not required if the total dollar amount of the contract is less than One Hundred Thousand Dollars (\$100,000).

A Contract Performance Bond is required if the total dollar amount of the contract is equal to or greater than One Hundred Thousand Dollars (\$100,000). Contract Performance Bond) will be in the amount of One Hundred Percent (100%) of the Bid amount.

Contract Performance Bond shall be prepared on the Performance Bond Form that is attached. The Bond must execute by the Contractor as principal and executed by a surety company authorized to transact business in the State of Alaska. The Owner must approve the surety company.

Section 2.80.080 of Valdez City Code provides for a modified contractor bond. Bidders shall familiarize themselves with exemptions allowed and the requirements for exemptions.

10. Bidder Qualifications

Before a bid is considered for award, the apparent low bidder may be requested to submit a statement of facts or proof in detail as to his previous experience in performing similar or comparable work, technical abilities, equipment, size, manpower and financial resources to complete and perform the work as outlined in the contract documents, plans and specifications.

11. Withdrawal of Bids

Bids may be withdrawn by written request received from the bidder prior to the bid opening time. Errors on the part of the bidder in preparing the bid, confers no right for the withdrawal of the bid after the bid has been opened.



12. Bidders Interested in More than One Bid

If any one party, by or in name of his or their agent, partner or other person, offers more than one bid, all such bids will be rejected. A party who quoted prices to a bidder is not disqualified from quoting prices to other bidders or from a bid directly for the work.

13. Rejection of Bids

The Owner reserves the right to reject any and all bids, when such rejection is in the interest of the Owner; to reject the bid of a bidder who previously failed to perform properly or to complete on time; and to reject the bid of a bidder who is not, in the opinion of the Owner in, in a position to perform the contract; or to waive any irregularities or informalities in a bid.

14. Hiring of Local Labor

The Owner encourages that every Contractor and Subcontractor, employ to the maximum extent practical and allowed by law, qualified people who regularly reside in the project area.

15. Local Bidder Preference

The Valdez City Code provides for a local bidder preference as follows:

Section 2.80.020 Definitions

“Local bidder” means a bidder that is not delinquent in the payment of any taxes, fees, assessments, or other charges owing the city and satisfies one of the requirements set forth in subsections (1) through (3) of this definition for a period of eighteen consecutive months immediately prior to the opening of a competitive city bid for which the bidder wishes to utilize the local bidder preference:

1. If the bidder is a corporation or limited liability company, the bidder’s primary business address has a city of Valdez postal zip code, as reflected on the bidder’s state of Alaska business license or the records of the State of Alaska Department of Commerce, Community and Economic Development, Division of Corporations;
2. If the bidder is an individual, the bidder’s primary business or residential address has a city of Valdez postal zip code, as reflected on the bidder’s state of Alaska business license;
3. If the bidder is a general partnership, a limited partnership, or a joint venture, at least one of the general partners has a postal zip code compliant with subsection (1) or (2) of this definition.

Section 2.80.065H Competitive Bidding

Except where prohibited by state or federal grant requirements, a local bidder, as defined in Section 2.80.020, may be given consideration as low bidder where the offer is the lesser of ten percent or fifty thousand dollars in excess of the lowest offer received from a bidder not qualified as a local bidder. The city may split the award between two or more suppliers in any manner the city deems to be in its best interest.



16. Award of Bid

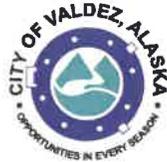
The bid, if awarded, will be awarded to the lowest responsive responsible bidder as determined by the terms of the City Code and this document.

17. Pre-Bid Conference

A non-mandatory Pre-Bid Conference will be held February 19, 2019 at 10:00a.m. at the office of the Capital Facilities Director, Suite 201 300 Airport Road, Valdez, Alaska.

18. Pre-Award Conference

Before the award of the contract a Pre-Award Conference may be held between the Engineer or Project Manager and the apparent low bidder.



**City of Valdez
Addendum Acknowledgement**

**Project: Animal Shelter Kennel Renovation
Project Number: 16-350-1606 / Contract Number: 1469**

The bidder acknowledges receipt of the following addenda and certifies that their contents have been considered in the preparation of this Bid. If there are no addendums please state NONE above your name.

Addendum Number	<u>1</u>	Dated	<u>2/20/19</u>	Initials	<u>RZ</u>
Addendum Number	<u>2</u>	Dated	<u>3/4/19</u>	Initials	<u>RZ</u>
Addendum Number	<u>3</u>	Dated	<u>3/7/19</u>	Initials	<u>RZ</u>
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____

Zastrow Enterprises, Inc.
Company Name

Robert Zastrow
Authorizing Name

3/12/2019
Date

President
Title

Robert R. Zastrow
Signature



**City of Valdez
Bid Schedule
Page 1 of 2**

**Project: Animal Shelter Kennel Renovation
Project Number: 16-350-1606 / Contract Number: 1469**

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Total Item Price</u>
1	Renovate dog kennel/grooming area	All Req'd	LS	\$433,629.00
2	Field engineering, submittals, shop & record drawings, operating instructions, O&M manuals, and close-out punchlist	1	LS	\$5,620.00
AA#1	Manufactured Kennel Partitions	All Req'd	LS	-(27,326.00)
AA#2	Construct accessory storage building	All Req'd	LS	\$179,918.00

Total Base Bid Amount:

Four hundred thirty nine thousand two hundred forty nine Dollars no Cent

(\$ 439,249.00)

Total AA#1 Amount:

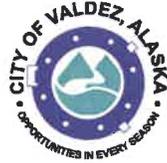
Subtract Twenty seven thousand three hundred twenty six Dollars no Cents

(\$ -27,326.00)

Total AA#2 Amount:

One hundred seventy nine thousand nine hundred eighteen Dollars no Cents

(\$ 179,918.00)



City of Valdez
Bid Schedule
Page 2 of 2

Project: Animal Shelter Kennel Renovation
Project Number: 16-350-1606 / Contract Number: 1469

Grand Total Bid Amount:

Five hundred ninety one thousand eight hundred forty one Dollars no Cents

(\$ 591,841.00)

I, Robert ZASTROW, hereinafter called Bidder, an individual doing business as ZASTROW ENTERPRISES, INC., (strike out inapplicable words:) a ~~partnership~~, a corporation incorporated in the State of Alaska, ~~a joint venture~~, hereby submits this bid and agrees: to hold this bid open for forty five (45) days, to accept the provisions of the Instruction to Bidders, to accomplish the work in accordance with the contract documents, plans, specifications, for the lump sum and unit price amounts as set forth in this bid schedule.

Respectfully submitted this 12 day of March, 2019

BIDDER:

Zastrow Enterprises, Inc

Company Name

PO Box 2847

Address

Valdez, Alaska 99686

City, State, Zip Code

907-835-5301

Telephone Number

92-0147042

Federal I.D. or S.S.N.

Robert Zastrow

Authorizing Name

President

Title

Robert R. Zastrow

Signature

zastrow@cvinternet.net

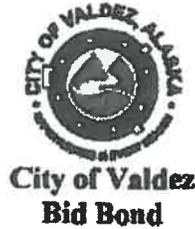
Email Address

CORPORATE SEAL

ATTEST:

Verna T. Zastrow
Signature of Corporate Sec.

VERNA T. ZASTROW
Print Name



KNOW ALL MEN BY THERE PRESENTS, that we

Zastrow Enterprises Inc.

PO Box 2847

Valdez, AK 99686

(Insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

RLI Insurance Company

9025 N Lindbergh Dr.

Peoria, IL 61615

(Insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Alaska as surety, hereinafter called the Surety, are held and firmly bound unto

City of Valdez

P.O. Box 307

Valdez, Alaska 99686

as Obligee, hereinafter called the Obligee, in the sum of . Five percent of attached bid

Dollars (\$ 5% of bid),

For the payment of which sum well and truly to be made, the said Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for

**Project: Animal Shelter Kennel Renovation
Project Number: 16-350-1606/ Contract Number: 1469**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with Obligee in accordance with terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of March, 2019

[Signature]
(Witness)

[Signature]
(Witness)

[Signature]
(Principal) (Seal)

Robert Zastrow, President

(Title)

[Signature]
(Surety) (Seal)

Christopher S Poblegio, attorney in fact

(Title)



POWER OF ATTORNEY

**RLI Insurance Company
Contractors Bonding and Insurance Company**
9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Christopher S. Pobieglo, Geoffrey S. Willis, Angela M. Pobieglo, Sheba L. Suesue, jointly or severally

in the City of Anchorage, State of Alaska its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 24th day of July, 2018.

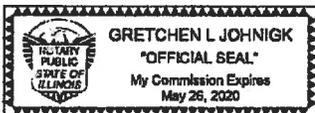


**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 24th day of July, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnnigk
Gretchen L. Johnnigk Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 8 day of MARCH, 2019.

**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary

License #: CONG22050
Effective: 12/21/2018
Expires: 12/31/2020

STATE OF ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing

Regulation of Construction Contractors and Home Inspectors

Licensee: ZASTROW ENTERPRISES INC

License Type: General Contractor With Residential Contractor Endorsement

Status: Active

Doing Business As: ZASTROW ENTERPRISES INC

Commissioner: Julie Anderson

Relationships

RelationType	License #	LicenseType	Owners/Entities	Names/DBA	Designations	
					Type	Group
Residential Endorsement Assignee	RESR803	Residential Contractor Endorsement	ROBERT ZASTROW		No designations found.	

Wallet Card

State of Alaska Department of Commerce, Community, and Economic Development Division of Corporations, Business, and Professional Licensing Regulation of Construction Contractors and Home Inspectors ZASTROW ENTERPRISES INC DBA: ZASTROW ENTERPRISES INC As General Contractor With Residential Contractor Endorsement		
License CONG22050	Effective 12/21/2018	Expires 12/31/2020

ZASTROW ENTERPRISES INC
PO BOX 2847
VALDEZ, AK 99686-2847

Alaska Business License # 173887

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

ZASTROW ENTERPRISES INCORPORATED

PO BOX 2847 VALDEZ AK 99686

owned by

ZASTROW ENTERPRISES, INCORPORATED

is licensed by the department to conduct business for the period

December 21, 2018 through December 31, 2020
for the following line of business:

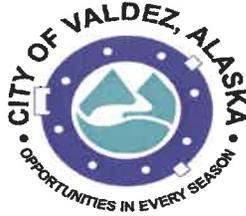
23 - Construction

This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Julie Anderson





**CITY OF VALDEZ, ALASKA
BUSINESS REGISTRATION #339**

This is to certify that

Zastrow Enterprises Inc

NAME OF BUSINESS

Zastrow Enterprises Inc

OWNER

PO Box 2847
Valdez AK 99686

ADDRESS

is a registered business in compliance with Section 5.04 of the Valdez City Code.

Business Registrar
City of Valdez, Alaska

12/31/2019

Expiration Date

NOTE: BUSINESS REGISTRATIONS are required to be renewed yearly.



City of Valdez
Agreement Page 1 of 2

Project: Animal Shelter Kennel Renovation
Project Number: 16-350-1606/ Contract Number: 1469

This agreement is made on the ____ day of April, 2019, by and between the City of Valdez, Alaska, hereinafter called the Owner, acting through its Mayor, and Zastrow Enterprises, Inc., doing business as a corporation located in Valdez, Alaska, hereinafter called the Contractor.

The Contractor agrees to this Contract known as:

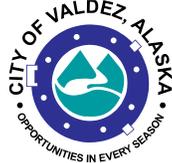
Project: Animal Shelter Kennel Renovation
Project Number: 16-350-1606 / Contract Number: 1469

Furthermore the Contractor agrees to accept as full and complete payment for all work to be done in this Contract for the lump sum and per unit prices as set forth in the Bid Form and Addendums in the Contract Documents for this project. The total amount of this Contract shall be: **four hundred thirty-nine thousand, two hundred and forty-nine dollars and zero cents (\$439,249)**.

The Contractor hereby agrees to commence work on this project within ten (10) working days after the date of the written Notice to Proceed and to complete all work in accordance with the contract documents and addendums by September 30, 2019. Said contract documents are listed in the Table of Contents herein. All documents listed therein are by this reference made a part hereof.

The Contractor further agrees to pay, as liquidated damages, the sum of One Thousand dollars (\$1,000) for each calendar day in excess of the completion date specified in the written Notice to Proceed in which this project remains incomplete.

The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions, as provided in the City of Valdez Standard Specifications Section 10 Standard General Provisions of this of this Contract, and to make payments on account thereof as provided in the City of Valdez Standard Specifications Section 10 Standard General Provisions and City of Valdez City Code.



**City of Valdez
Agreement Page 2 of 2**

**Project: Animal Shelter Kennel Renovation
Project Number: 16-350-1606/ Contract Number: 1469**

IN WITNESS WHEREOF, the parties to this presence have executed this Contract in two (2) counterparts, each of which shall be deemed as original, in the year and day first mentioned above.

Zastrow Enterprises, Inc.

City of Valdez, Alaska, Authorized

Signature

Jeremy O'Neil, Mayor

Name

Date

Title

Attested:

Date

Sheri L. Pierce, MMC, City Clerk

Mailing Address

Date

Recommended:

City, State, Zip Code

Roxanne Murphy, Acting City Manager

Federal I.D. or S.S.N.

Date

Corporate Secretary

Nathan Duval, Capital Facilities Director

Date

Approved as to Form:

Brena, Bell & Clarkson, P.C.

Attest: _____

Corporate Secretary

Jon S. Wakeland

Date



**City of Valdez
Labor and Material Payment Bond**

**Project: Animal Shelter Kennel Renovation
Project Number: 16-350-1606/ Contract Number: 1469**

Know all men by these presents that:

(Insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

**City of Valdez
P.O. Box 307
Valdez, Alaska 99686**

as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

Dollars (\$ _____),
(Here insert a sum equal to the contract amount)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

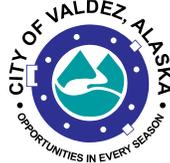
Principal has by written agreement dated _____, 20____, entered into a contract with Owner for

**Project: Animal Shelter Kennel Renovation
Project Number: 16-350-1606/ Contract Number: 1469**

in accordance with Drawings and Specifications prepared by

**Michael Baker International
3900 C Street – Suite 900
Anchorage, Ak 99503**

which contract is be reference made a part hereof, and is hereinafter referred to as the Contract.



**City of Valdez
Labor and Material Payment Bond**

**Project: Animal Shelter Kennel Renovation
Project Number: 16-350-1606/ Contract Number: 1469**

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expirations of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials are

furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business. Or served in any manner in which legal process may be served in the state in which aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county of other political subdivision of the state in which the Project, or any part thereof is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by Surety or mechanic's liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond

Signed and Sealed this _____, day of _____, 201____

(Witness)

(Principal)

(Seal)

(Title)

(Witness)

(Surety)

(Seal)

(Title)



**City of Valdez
Performance Bond**

**Project: Animal Shelter Kennel Renovation
Project Number: 16-350-1606 / Contract Number: 1469**

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of contractor)

as Principal, hereinafter called Contractor, and ,

(Here insert full name and address or legal title Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

**City of Valdez
P.O. Box 307
Valdez, AK 99686**

as Obligee, hereinafter called Owner, in the amount of

Dollars (\$)

for the payment whereof Contractor and Surety bind themselves, their heirs, executor, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

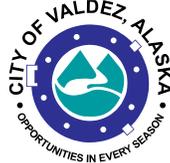
Contractor has by written agreement dated _____, 20____, entered into a contract with Owner for

**Project: Animal Shelter Kennel Renovation
Project Number: 16-350-1606/ Contract Number: 1469**

in accordance with Drawings and Specifications prepared by

**Michael Baker International
3900 C Street – Suite 900
Anchorage, Ak 99503**

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.



**City of Valdez
Performance Bond**

**Project: Animal Shelter Kennel Renovation
Project Number: 16-350-1606/ Contract Number: 1469**

Now, therefore the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly comply with one of the following:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the bidder, arrange for contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and Sealed this ____ day of _____, 20____

(Witness)

(Principal) (Seal)

(Title)

(Witness)

(Surety) (Seal)

(Title)



**City of Valdez
Contractor Certificate of Substantial Completion**

**Project: Animal Shelter Kennel Renovation
Project Number: 16-350-1606/ Contract Number: 1469**

CONTRACTOR: _____

This is to certify that I, _____, am a duly authorized official of the said CONTRACTOR working in the capacity of _____, and in my official capacity representing said CONTRACTOR do hereby certify as follows:

1. The work of the subject Contract above has been performed, and materials used and installed in accordance with and in conformity to, the Contract Drawings, Contract Specifications, City of Valdez Standard Specifications and Details.
2. The Contract work is now substantially complete in all parts and requirements.
3. I understand that neither the determination by the Engineer--Architect that the work is substantially complete nor the acceptance thereof by the Owner shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the Contract Documents.
4. The work to which this Certificate applies has been properly inspected and that work is hereby declared to be substantially complete in accordance with the Contract Documents.
5. The date of Substantial Completion is the date upon which all guarantees and warranties begin.
6. The Owner accepts the Project or specified area as described under "REMARKS," of the Project as substantially complete and will assume full possession of the Project or specified area of the Project at _____(time) on _____day, _____, 201__.

CONTRACTOR

CITY OF VALDEZ, OWNER

(Signature)

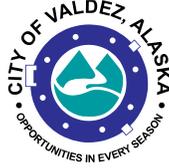
Capital Facilities Director

(Title)

Date

Date

REMARKS: _____



City of Valdez
Contract Release Page 1 of 2

Project: Animal Shelter Kennel Renovation
Project Number: 16-350-1606/ Contract Number: 1469

The undersigned, _____
for itself, its successors in interest, assigns trustees, administrators, subcontractors, suppliers, and laborers do hereby release and forever discharge the CITY OF VALDEZ, ALASKA a municipal corporation, from all actions, causes of actions, suits, controversies, claims, damages and demands of every kind and nature, mature or to mature in the future, for and by reason of any matter, thing or claim arising out of the following Contract:

Project: Animal Shelter Kennel Renovation
Project Number: 16-350-1606/ Contract Number: 1469

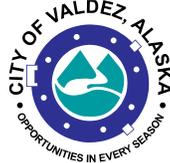
The undersigned also intends hereby to discharge the City of Valdez from all liability for any and all damages or injuries presently undiscovered or unanticipated. The undersigned's intention hereby is to waive any right it may subsequently have to set aside this release under the doctrine of Witt v. Watkins, 579 P.2d 1065 (Alaska 1978).

The undersigned further agrees to defend, indemnify and hold harmless the City of Valdez against any claims, liens, or causes of action arising under or by virtue of this Contract, including, but not limited to, any claim that the undersigned, any successor in interest, assignee, trustee, administrator, subcontractor, supplier or laborer of the undersigned or any other person might make or claim that he could possibly make against the City of Valdez.

The undersigned certifies that he has not assigned any amounts payable under this Contract to anyone.

The undersigned hereby acknowledges receipt of the amount of \$ _____
as full of final payment in consideration for all services, materials and labors rendered in connection with this Contract.

The undersigned hereby declares that the terms of this RELEASE have been completely read and are fully understood, and said terms are voluntarily accepted for the purpose of making a full and final release of any and all claims, disputed or otherwise, arising under or by virtue of this Contract.



**City of Valdez
Special Provisions**

**Project: Animal Shelter Kennel Renovation
Project Number: 16-350-1606/ Contract Number: 1469**

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**City of Valdez
Special Provisions**

**Project: Animal Shelter Kennel Renovation
Project Number: 16-350-1606/ Contract Number: 1469**

SP 01 General Statement

The Special Provisions set forth conditions and requirements unique to this Project and are supplemental to, and supersede, the City of Valdez “Standard Specifications and Standard Details.”

SP 02 Scope of Work

Base Bid

The Scope of Work of the Base Bid of this Contract shall include providing all labor, materials, tools, equipment, transportation, supervision and facilities necessary to:

Renovate the dog kennel and grooming area at the animal shelter. The work is to include: demolition and removal of materials, mold remediation, wall repair, new concrete flooring, hydronic tubing, kennel drains, CMU kennels, new kennel gates, new grooming tub and all other related items as shown in the drawings and specifications.

Alternate Bid(s)

The Scope of Work of the Additive Alternate No. 1 Bid of this Contract shall include providing all labor, materials, tools, equipment, transportation, supervision and facilities necessary to:

AA#1 – Manufactured kennel partitions in lieu of CMU walls.

AA#2 – Construct an accessory storage building as described by the procurement specifications. The accessory storage building needs to be substantially completed before any work can begin inside the animal shelter.

SP 03 Time of Completion

All work shall be completed in accordance with the Contract Documents by November 30, 2019.

Liquidated damages will be assessed in the sum of One Thousand dollars (\$1000) for each calendar day after the completion date during which the Project remains incomplete.

Substantial Completion: Substantial Completion shall be defined as the stage in the progress of the work when the work is sufficiently complete in accordance with the Contract Documents so the



Owner (City) can occupy or use the structure or that which is the subject of the contract, for its intended use.

SP 04 Special Site Conditions

The Contractor will be responsible for the disposal of all refuse and debris generated by the project. The City has, on a limited 'first come first served' basis, dumpsters for use free of charge on City projects if available.

Dump fees will be waived. The Contractor will be responsible for hauling demolished materials and construction waste out to the City Baler facility on South Sawmill Drive. The Baler is located approximately 5 miles out of town. Please contact the Baler ahead of time to make arrangements for the disposal of such materials. The Baler's number is 907-835-2356. The project name or contract number will be required on all Baler disposal forms and when calling to reserve or empty dumpsters.

Local building permit fees are waived. The Contractor will be responsible for obtaining local building permits before the NTP is issued. The Contractor will need to call the City Building Department at 907-834-3401.

Staging area will be provided on site at a location determined in the field after the contract is awarded.

The Contractor will be responsible for moving furniture and other items necessary to complete the work.

The Contractor is responsible for setting up detours or barricades if their work is in a public area and will interfere with normal traffic flow.

The Contractor is to provide a substantially complete Accessory Storage Building before any work may begin inside the Animal Shelter.

SP 05 Hazardous Waste Generation

Every effort to minimize or eliminate the generations of hazardous waste shall be used by the Contractor in the performance of the work of this Contract. Unless there is no substitute, no hazardous material shall be used in the performance of the work of this Contract.

SP 06 Coordination and Schedule

The Contractor shall, within ten (10) working days of the date of the Notice to Proceed, submit to the Engineer a schedule as required in Section 10.5, Control of Work, Article 5.3. The schedule shall be updated every week. An updated schedule shall be submitted with each of the



Contractor's Periodic Payment Requests. Failure to provide an updated schedule will be cause to withhold partial payment.

SP 07 Site Preservation, Restoration, Cleanup and Environmental Reporting

The Contractor shall be solely responsible for damage to public or private property caused by construction operations. The Contractor shall take all precautions necessary to control dust. The Contractor shall notify the City of any claims of damage, and shall clean and restore any property so damaged at the sole expense of the Contractor. All spills or releases of any hazardous substance shall be reported to the appropriate governmental agency as well as notice to the City. Contractor shall be responsible for all associated cleanup costs and fines.

At all times during the work, keep the premises clean and orderly. Upon completion of the work, repair all damage caused by equipment and leave the Project free of rubbish and excess materials of any kind.

SP 08 Permits

The Contractor shall obtain all licenses and permits that are required to do the work. A Building Permit will be required but there will be no charge.

SP 09 Order of Award of Alternative Bids

Additive Alternate and/or Deductive Alternative Bids will be awarded, if any are awarded, in any order determined to be the most advantageous combination by the owner.

SP 10 Payment

Payments shall be in accordance with Section 10.07, Measurement and Payment of the CVSS. All invoices for payment must be submitted on a City of Valdez *Periodic Payment Request Form*. An electronic copy of this form (Excel Spreadsheet) will be made available for the Contractor's use.

Disbursement of money to a person, firm or corporation will be made only after all the various receivable accounts of the general government and any municipal utility or enterprise have been reviewed for outstanding balances owed, and the disbursement will be reduced by setting off the amount of any delinquent indebtedness due the city from such person, firm or corporation.

All contracts to which the city is a party which will or may involve the disbursement of city funds shall contain the following clause, or its substantial equivalent: "Disbursement of money by the City of Valdez hereunder shall subject to set-off pursuant to the provisions of the Valdez City Code." Such contracts include, but are not limited to, oral contracts, employment contracts, construction contracts, purchasing contracts and contracts of any municipal utility or enterprise, including customer's deposits.



SP 11 References to City of Valdez Standard Specifications (CVSS)

The City of Valdez Standard Specifications & Standard Details, Streets-Drainage-Utilities-Parks, dated April 2003, hereafter referred to as CVSS, are incorporated in and become a part of the Contract Documents for the work, The Standard Specifications are available for purchase from the Engineer's Office of the City of Valdez, P.O. Box 307, Valdez, Alaska 99686. All work under this Contract shall comply with the latest edition and addenda to all applicable codes, ordinances, and standards.

It shall be the responsibility of the Bidder to prepare his bid so all materials and/or different arrangements of connections or fittings shall harmoniously conform with the intent of the Contract Drawings, CVSS, and the Special Provisions.

SP 12 Construction Specifications

The Specifications for construction of the work of this Project are incorporated into the following documents Valdez Animal Shelter Kennel Renovation design documents and Specifications, Valdez Animal Shelter Kennel Renovation Mold Remediation Specification and City of Valdez Animal Shelter Accessory Storage Building Procurement Specification. These documents are by reference included herein.



**City of Valdez
Minimum Prevailing Wage Rates**

**Project: Animal Shelter Kennel Renovation
Project Number: 16-350-1606/ Contract Number: 1469**

Minimum Prevailing Wage Rates and Title 36 Public Contracts Follows
See attached Links:

<http://labor.state.ak.us/lss/pamp600.htm>
<http://labor.alaska.gov/lss/forms/Pam400.pdf>

In accordance with the requirements of AS 36.05.070 and AS 36.05.080, the following provisions are included where applicable:

- (1) The Contractor or subcontractors of the Contractor shall pay all employees unconditionally and not less than once a week;
- (2) wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the Contractor or subcontractors and laborers, mechanics, or field surveyors;
- (3) the scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of the work;
- (4) Owner shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the Contractor or subcontractors the difference between
 - (A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work; and
 - (B) the rates of wages in fact received by laborers, mechanics, or field surveyors.
- (5) If it is found that a laborer, mechanic, or field surveyor employed by the Contractor or subcontractor has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Owner may, by written notice to the Contractor, terminate the Contractor's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the Contractor and the Contractor's sureties are liable to Owner for excess costs for completing the work.

VALDEZ ANIMAL SHELTER KENNEL RENOVATION PROJECT 16-350-1606

CITY OF VALDEZ
VALDEZ, ALASKA

ISSUED FOR PERMIT
JANUARY 11, 2019

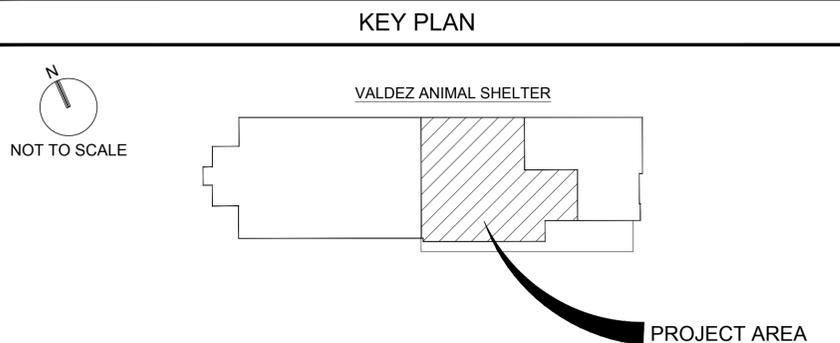
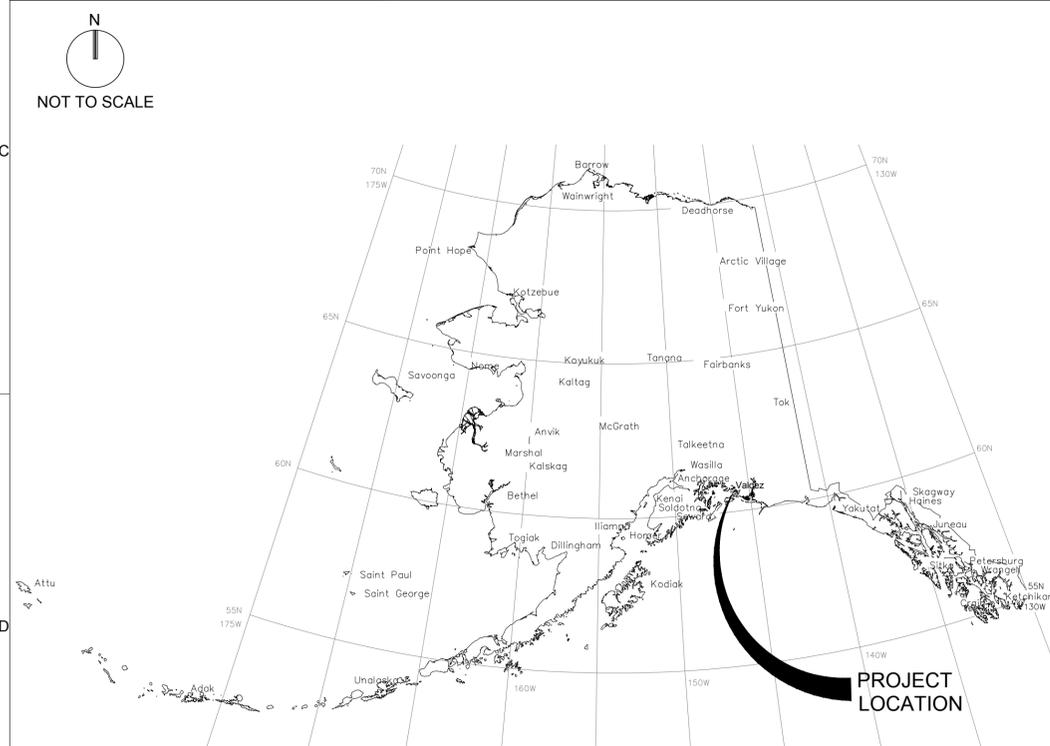


VALDEZ ANIMAL SHELTER
KENNEL RENOVATION
VALDEZ, ALASKA

LOCATION MAP

VICINITY MAP

DRAWING INDEX



DISCIPLINE	SHEET TITLE
GENERAL	
G-001	COVER SHEET, LOCATION MAP, VICINITY MAP, KEY PLAN, DRAWING INDEX
G-002	CODE ANALYSIS AND LIFE SAFETY PLAN
DEMOLITION	
AD101	KENNEL FLOOR PLAN - DEMO
AD401	KENNEL AREA ELEVATIONS - DEMO
AD402	KENNEL AREA ELEVATIONS - DEMO
ARCHITECTURAL	
A-001	GENERAL NOTES, ASSEMBLIES, LEGEND, MATERIALS AND ABBREVIATIONS
A-101	KENNEL FLOOR PLAN NEW LAYOUT
A-301	WALL SECTIONS
A-302	WALL SECTIONS, STRUCTURAL DETAILS, AND STRUCTURAL NOTES
A-401	INTERIOR ELEVATIONS, ROOM FINISH AND MATERIAL SCHEDULES
A-402	INTERIOR AND EXTERIOR ELEVATIONS
A-501	INTERIOR AND EXTERIOR WALL DETAILS
A-502	KENNEL STALLS, TRANSFER DOOR, SCHEDULE AND DETAILS
A-101B	KENNEL FLOOR PLAN NEW LAYOUT ALTERNATE 1
MECHANICAL	
M-001	LEGEND AND ABBREVIATIONS
MD100	DEMOLITION PLAN
M-100	KENNEL HEATING PLAN
M-110	KENNEL UNDERFLOOR PLUMBING PLAN
M-111	KENNEL ABOVE FLOOR PLUMBING PLAN
M-500	DETAILS
M-501	DIAGRAMS
M-600	SCHEDULES
MX100	EXISTING RADIANT TUBING EXHIBIT
ELECTRICAL	
E-100	KENNEL PLAN, EQUIPMENT CONNECTION SCHEDULE, NOTES
E-600	PANEL SCHEDULES

NO.	DATE	REVISION	BY

CLIENT PROJECT: 16-350-1606
CAD DWG FILE: G-001.DWG
DRAWN BY: J. MONROY
CHECKED BY: P. LANGLEY
PROJECT NUMBER: 167716

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SHEET TITLE
GENERAL
LOCATION MAP,
VICINITY MAP,
KEY PLAN AND
DRAWING INDEX

G-001
SHEET 1 OF 25

LIFE SAFETY CODE ANALYSIS

CODE COMPLIANCE INFORMATION

- 1. PROJECT INFORMATION**
- PROJECT: ANIMAL SHELTER RENOVATION
 - PROJECT LOCATION: VALDEZ, AK
 - TYPE OF PROJECT: RENOVATION
 - GENERAL USE: BUSINESS, GROUP B (IBC 304)
 - CONSTRUCTION TYPE: V-B, UNSPRINKLERED
 - AREA: 4,882 TOTAL SF; 1,365 SF RENOVATED AREA

- 2. PROJECT DESCRIPTION**
- REPLACE KENNEL AREA SLAB AND HYDRONIC LOOP SYSTEM WITH NEW, ALONG WITH UPGRADED IN-FLOOR DRAINAGE. PROJECT CONSTRUCTS NEW CMU KENNELS ON CONCRETE CURBS, COMPLETE WITH WATERPROOF SPRAY-ON COATINGS AND CHAIN LINK GATES.
 - ALTERNATE A SUBSTITUTES A PANELIZED KENNEL SYSTEM FOR CMU KENNELS

- 3. APPLICABLE CODES AND STANDARDS**
- AMERICANS WITH DISABILITIES ACT (ADA 2010)
 - ARCHITECTURAL BARRIERS ACT
 - INTERNATIONAL BUILDING CODE (IBC) 2012
 - INTERNATIONAL FIRE CODE (IFC) 2012
 - INTERNATIONAL MECHANICAL CODE (IMC) 2012
 - ELECTRIC CODE AS ADOPTED BY 8 AAC 70.25, AS AMENDED 6 MAR 16
 - PLUMBING CODE AS ADOPTED BY 8 AAC 63.010, AS AMENDED 6 MAR 16
 - NFPA 72 – NATIONAL FIRE ALARM AND SIGNALING CODE, 2016

- 4. OCCUPANCY CLASSIFICATIONS (IBC CHAPTER 3)**
- BUSINESS GROUP B (IBC SECTION 304), RENOVATED KENNEL AREA AND INCIDENTAL USES, SUCH AS MECHANICAL ROOM
 - UTILITY AND MISCELLANEOUS GROUP U (IBC SECTION 312) FOR ACCESSORY USE AREAS INCLUDING GARAGE

- 5. BUILDING HEIGHTS AND AREAS (IBC CHAPTER 5)**
- TABLE 503, ALLOWABLE BUILDING HEIGHTS AND AREAS:

B TYPE V-B, 4,882 SF, 1 STORY – OK

U TYPE V-B, 5,500 SF, 1 STORY – OK (BOTH INCIDENTAL AND ACCESSORY USE AREAS)

- BUILDING AREA MODIFICATION CALCULATION NOT REQUIRED
- AREA LIMITATION FOR ACCESSORY OCCUPANCIES MUST BE < 10% OF THE BUILDING AREA OF THE STORY THEY OCCUPY (IBC 508.2.1)

GARAGE: 328 SF
TOTAL < 10% OF BLDG AREA – OK

- AREA LIMITATION FOR INCIDENTAL USES MUST BE < 10% OF BUILDING AREA OF THE STORY IT OCCUPIES AND PROVIDE 1-HOUR SEPARATION IF UNSPRINKLERED PER TABLE 509, WHERE ANY PIECE OF EQUIPMENT IS RATED OVER 400,000 BTU PER HOUR

MECH RM: 210 SF
TOTAL < 10% OF BLDG AREA – OK

- MIXED USE OCCUPANCY GROUP B WITH ACCESSORY OCCUPANCY U (SECTION 508.1)
- REQUIRED SEPARATION OF OCCUPANCIES (TABLE 508.4):

B SEPARATED FROM U – NO REQUIREMENT

- 6. TYPES OF CONSTRUCTION (IBC CHAPTER 6)**
- CODE REFERENCE: IBC TABLE 601

TABLE 1: FIRE RESISTIVE RATING, BUILDING ELEMENTS, TYPE V-B

BUILDING ELEMENT	REQUIRED	PROVIDED IN BUILDING
PRIMARY STRUCTURAL FRAME	0 HOUR	0 HOUR
EXTERIOR NON-LOAD BEARING WALL BASED ON FIRE SEPARATION DISTANCE (IBC TABLE 602)	0 HOUR FOR ≥ 10 FT	0 HOUR
INTERIOR NON-BEARING WALL	0 HOUR	0 HOUR
FLOOR CONSTRUCTION	0 HOUR	0 HOUR
ROOF CONSTRUCTION	0 HOUR	0 HOUR

- 7. FIRE AND SMOKE PROTECTION FEATURES (IBC CHAPTER 7)**
- ALLOWABLE AREA OF OPENINGS IS UNLIMITED PER IBC 705.8.1 EXCEPTION 2 FOR BUILDINGS WHOS EXTERIOR BEARING WALLS, EXTERIOR NONBEARING WALLS AND EXTERIOR PRIMARY FRAME ARE NOT TO BE FIRE-RESISTANCE RATED.
 - JOINTS IN EXTERIOR WALLS THAT ARE PERMITTED TO HAVE UNPROTECTED OPENINGS ARE NOT REQUIRED TO BE FIRE-RESISTANCE RATED (IBC 705.9 EXCEPTION)
 - FIRE BARRIERS OF INCIDENTAL AREAS (IBC 707.3.7) SHALL HAVE A FIRE RESISTANCE RATING OF 1 HOUR PER TABLE 509.
 - THROUGH PENETRATIONS OF FIRE BARRIER WALLS SHALL BE FIRE-RESISTANCE RATED (IBC 714.3.1.1) AND PROTECTED BY AN APPROVED FIRE-STOP SYSTEM (IBC 714.3.1.2)
 - WHERE THROUGH PENETRATION ITEMS ARE STEEL, FERROUS OR COPPER PIPES, TUBES OR CONDUITS, THE ANNULAR SPACE IS PERMITTED TO BE PROTECTED BY GROUT OR MORTAR IN ACCORDANCE WITH IBC 714.3.1 EXCEPTION 1.
 - ANNULAR SPACES AT PENETRATIONS IN FIRE BARRIER WALLS SHALL PREVENT THE PASSAGE OF FLAME AND HOT GASES SUFFICIENT TO IGNITE COTTON WASTE WHEN SUBJECTED TO ASTM E 119 OR UL 263 (IBC 714.3.1, EXCEPTION 2)

TABLE 2: OPENING AND PENETRATION PROTECTION

TYPE OF SEPARATION ASSEMBLY	REQUIRED PROTECTION
DOOR OPENINGS	
1-HOUR RATED FIRE BARRIERS (TABLE 716.5)	1 HR RATED, FIRE RATED GLAZING ≤ 100 SQ IN, 60 MIN RATING.
WINDOW ASSEMBLY	
1-HOUR RATED FIRE BARRIER (TABLE 716.6)	NOT PERMITTED
INCIDENTAL USE AREAS	¾ HOUR
DUCTS AND AIR TRANSFER OPENINGS	
1-HOUR RATED FIRE BARRIERS	PROTECTED WITH APPROVED FIRE DAMPERS (PARA 717.5.2)

TABLE 3: INTERIOR WALL AND CEILING FINISH REQUIREMENTS BY OCCUPANCY—NONSPRINKLERED (TABLE 803.9)

GROUP	INTERIOR EXIT PASSAGEWAYS	CORRIDORS AND ENCLOSURES FOR EXIT ACCESS	ROOMS AND ENCLOSED SPACES
B	CLASS A	CLASS B	CLASS C
S	CLASS C	CLASS C	CLASS C
U	CLASS B	CLASS B	CLASS C

- INTERIOR FLOOR FINISHES FOR GROUPS B AND S SHALL BE NOT LESS THAN CLASS II (IBC 804.4.2)
- SUSPENDED ACOUSTICAL CEILING SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH ASTM C 635 AND ASTM 636.

9. FIRE PROTECTION SYSTEMS (IBC CHAPTER 9)

- RENOVATED AREA IS BOUNDED BY FIRE BARRIER RATED PARTITIONS AND HAS A CALCULATED OCCUPANT LOAD LESS THAN 30 AND DOES NOT MEET THE THRESHOLD OF REQUIRING AN AUTOMATIC SPRINKLER SYSTEM. (FIGURE 903.2)
- PROVIDE PORTABLE FIRE EXTINGUISHER COMPLYING WITH IFC AND NFPA 10 (IBC 906.1 AND 2) AND FOR CLASS A FIRE HAZARDS (IBC 906.3, 906.3.1):

PER TABLE 906.3(1), ORDINARY HAZARD OCCUPANCY, PROVIDE 1 FIRE EXTINGUISHER TO COVER A MAXIMUM OF 1,500 SF WITH MAXIMUM TRAVEL DISTANCE OF 75 FT TO FIRE EXTINGUISHER

10. MEANS OF EGRESS (IBC CHAPTER 10)

- OCCUPANT LOAD EXISTING BUILDING (SECTION 1004)
4,882 SF; B OCCUPANCY: 49 OCCUPANTS
- OCCUPANT LOAD RENOVATED PORTION OF THE BUILDING (SECTION 1004)
1,365 SF; B OCCUPANCY: 14 OCCUPANTS
- EGRESS WIDTH (SECTION 1005.3.2)
ALL EGRESS DOORS PROVIDE MINIMUM 32" CLEAR WIDTH / 0.22 = 160 OCCUPANTS, EXCEEDS OCCUPANTS EXITING EACH EXIT – OK
- MEANS OF EGRESS ILLUMINATION (SECTION 1006)
PROVIDE ILLUMINATION FOR THE MEANS OF EGRESS, INCLUDING EXIT DISCHARGE DURING THE ENTIRE TIME THE BUILDING IS OCCUPIED

PROVIDE EMERGENCY POWER FOR ILLUMINATION FOR CORRIDORS, EXIT PASSAGEWAYS, EXTERIOR EGRESS COMPONENTS, INTERIOR EXIT DISCHARGE ELEMENTS, AND EXTERIOR LANDINGS
- ACCESSIBLE MEANS OF EGRESS (SECTION 1007)
NOT REQUIRED IN ALTERATIONS TO EXISTING BUILDING
- DOORS (SECTION 1008)
MINIMUM CLEAR WIDTH OF MEANS OF EGRESS DOORS IS 32" (SECTION 1008.1.1). – OK

THRESHOLDS SHALL NOT EXCEED 3/4 INCH IN HEIGHT ABOVE THE FINISHED FLOOR OR LANDING (SECTION 1008.7.1)

DOOR HANDLES, PULLS, LATCHES, LOCKS AND OTHRE DEVICES ON DOORS ARE REQUIRED TO BE ACCESSIBLE (IBC 1008.1.9.1)
- EXIT SIGNS (SECTION 1011): EXITS AND EXIT ACCESS DOORS SHALL BE MARKED BY AN APPROVED EXIT SIGN READILY VISIBLE FROM ANY DIRECTION OF EGRESS TRAVEL. THE PATH OF EGRESS TRAVEL TO EXITS AND WITHIN EXITS SHALL BE MARKED BY READILY VISIBLE EXIT SIGNS.
- EXIT ACCESS (IBC SECTION 1014)
EGRESS THROUGH INTERVENING SPACES IS ALLOWABLE PROVIDED ADJACENT AREAS ARE ACCESSORY TO ONE ANOTHER AND PROVIDE A DISCERNABLE PATH TO AN EXIT (SECTION 1014.2).

COMMON PATH OF TRAVEL SHALL NOT EXCEED 75 FT. FOR UNSPRINKLERED, B OCCUPANCY SPACES WITH AN OCCUPANCY LOAD GREATER THAN 30 (TABLE 1014.3). ACTUAL COMMON PATH OF TRAVEL = 71 FT. OK.
- EXIT AND EXIT ACCESS DOORWAYS (IBC SECTION 1015)
TWO EXITS OR EXIT ACCESS DOORWAYS FROM ANY SPACE SHALL BE PROVIDED WHERE THE OCCUPANT LOAD FOR GROUP B OCCUPANCY EXCEEDS 40 OCCUPANTS (SECTION 1015.1 AND TABLE 1015.1)

TWO EXIT ACCESS DOORWAYS ARE REQUIRED IN BOILER, INCINERATOR AND FURNACE ROOMS WHERE THE AREA IS OVER 500 SF AND ANY FUEL FIRED EQUIPMENT EXCEEDS 400,000 BTU INPUT CAPACITY (SECTION 1015.3)
- EXIT ACCESS TRAVEL DISTANCE (IBC SECTION 1016): EXIT ACCESS TRAVEL DISTANCE FOR GROUP B, UNSPRINKLERED OCCUPANCY SHALL NOT EXCEED 200 FT. (TABLE 1016.2)
- CORRIDORS (IBC SECTION 1018)

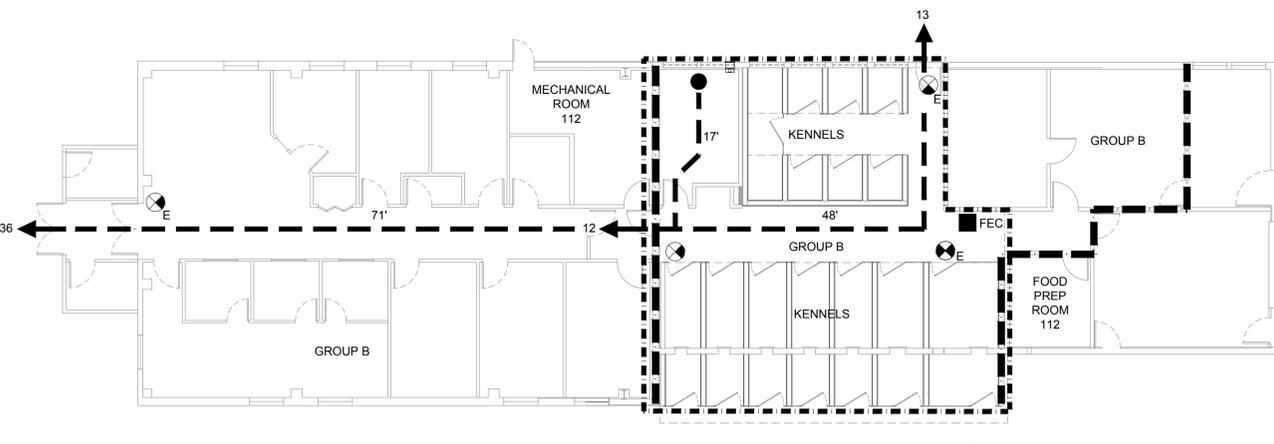
FIRE RESISTANCE RATING IS NOT REQUIRED FOR CORRIDORS IN A GROUP B OCCUPANCY WHERE THE SPACE QUALIFIES FOR A SINGLE EXIT (SECTION 1018.1, EXCEPTION 4)

MINIMUM CORRIDOR WIDTH FOR OCCUPANCY CAPACITY LESS THAN 50: 36 INCHES (TABLE 1018.2)

NO DEAD-END CORRIDORS EXCEEDING 20 FT. (IBC 1018.4)

11. ACCESSIBILITY (IBC CHAPTER 11):

- EXISTING BUILDINGS SHALL COMPLY WITH SECTION 3411 (SECTION 1103.2.2)



1 LIFE SAFETY PLAN

3/32" = 1'-0"
G-002
PLAN NORTH

SYMBOL LEGEND

- NUMBER OF OCCUPANTS AT EXIT AND DIRECTION OF EXIT
- DISTANCE EXIT PATH IN FEET
- FIRE EXTINGUISHER
- FIRE EXTINGUISHER CABINET (EXISTING)
- OCCUPANT
- 1-HR FIRE RESISTANCE RATING
- RENOVATED AREA
- EXIT LIGHT
- EXISTING EXIT LIGHT
- EXIT

OCCUPANCY GROSS AREA

B OCCUPANCY	4,882 SQUARE FEET
OCCUPANCY LOADS	
B OCCUPANCY =	49 OCCUPANTS
TOTAL =	49 OCCUPANTS

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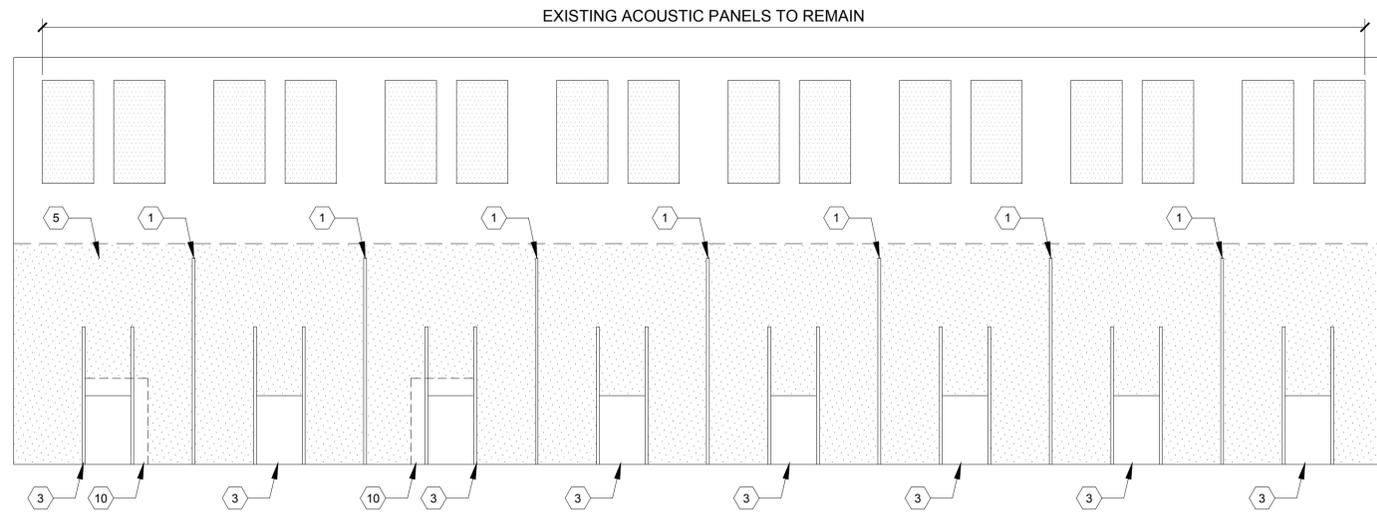
VALDEZ ANIMAL SHELTER
KENNEL RENOVATION
VALDEZ, ALASKA

NO.	DATE	REVISION	BY

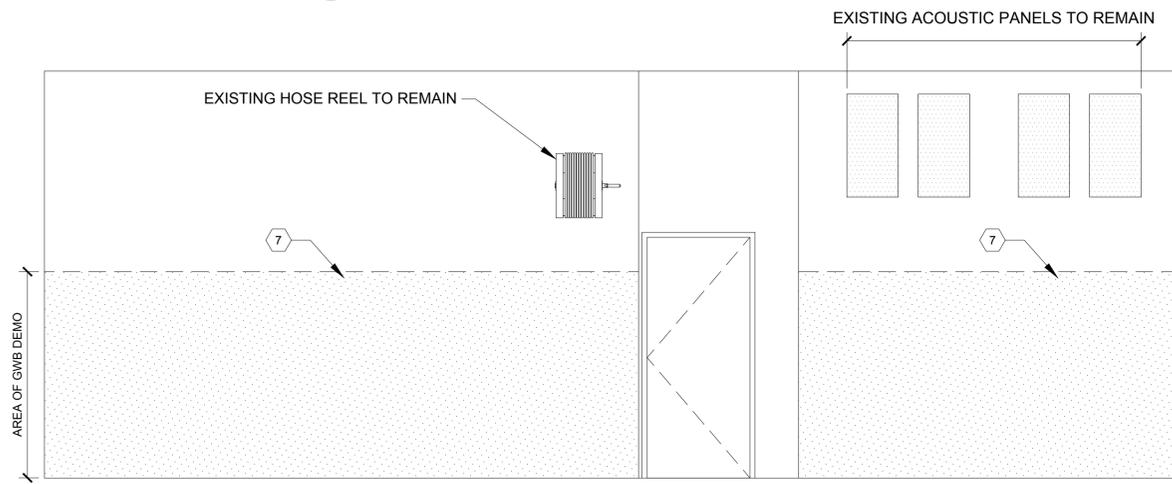
CLIENT PROJECT: 16-350-1606
CAD DWG FILE: G-002.DWG
DRAWN BY: J. MONROY
CHECKED BY: B. KONTESS
PROJECT NUMBER: 167167
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SHEET TITLE
**GENERAL
CODE ANALYSIS
AND
LIFE SAFETY PLAN**

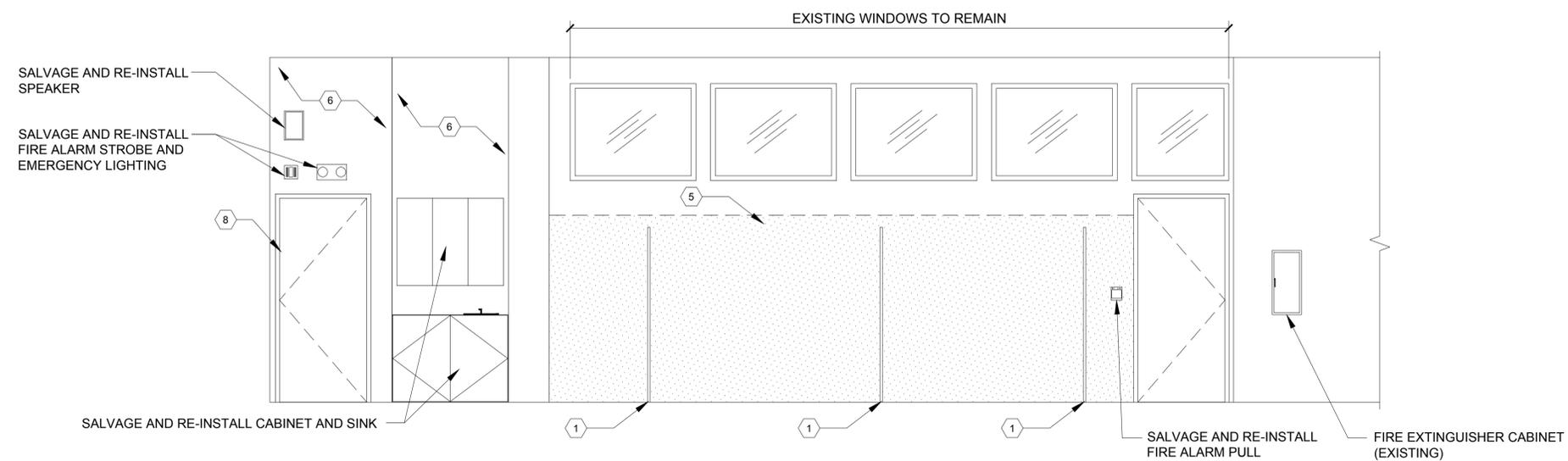
G-002
SHEET 2 OF 25



1 KENNEL AREA SOUTH INTERIOR ELEVATION
3/8" = 1'-0"



2 KENNEL AREA EAST INTERIOR ELEVATION
3/8" = 1'-0"



3 KENNEL AREA NORTH INTERIOR ELEVATION
3/8" = 1'-0"

GENERAL NOTES

1. ALL DIMENSIONS ARE IN FEET/INCHES, UON.
2. THESE GENERAL NOTES ARE NOT INTENDED TO REPLACE SPECIFICATIONS - REFER TO SPECIFICATION REQUIREMENTS IN ADDITION TO GENERAL NOTES.
3. ROOM AREAS AND PERIMETERS ARE APPROXIMATE AND FOR REFERENCE ONLY - VERIFY QUANTITIES AND DIMENSIONS IN FIELD.
4. DO NOT SCALE DIMENSIONS FROM DRAWINGS - REQUEST NECESSARY DIMENSIONS NOT SHOWN ON THE DRAWINGS FROM THE ARCHITECT.
5. ALL DIMENSIONS ARE TO FOS AND CENTER OF DOORS AND OPENINGS, UON. ALL NON-DIMENSIONED DOOR LOCATIONS SHALL BE OFFSET 4" FROM THE ADJACENT WALL TO THE HINGE SIDE OF THE DOOR OPENING.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING AND COORDINATING THE WORK OF SUB-CONTRACTORS - THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE BUILDING OWNER, TENANT, OR THE DESIGNATED REPRESENTATIVE FOR THE DELIVER AND INSTALLATION OF ITEMS BEING PROVIDED AND INSTALLED BY OTHERS.
7. MECHANICAL, PLUMBING AND ELECTRICAL WORK RELATED TO THE DEMOLITION AND NEW INSTALLATION OF COMPONENTS SHALL COMPLY WITH ALL APPLICABLE CODES.
8. ALL MATERIALS, FABRICATION, AND INSTALLATION SHALL COMPLY WITH THE APPLICABLE REQUIREMENTS AND SPECIFICATIONS FOR EACH DIVISION OF WORK.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR TIMELY ORDERING OF MATERIALS INCLUDED IN THESE CONTRACT DOCUMENTS.
10. CONTRACTOR SHALL CLEAN, PATCH AND REPAIR ALL SURFACES DAMAGED BY DEMOLITION, ALTERATION OR INSTALLATION OF THE WORK.
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KEY NOTES

- 1 DEMOLISH KENNEL PARTITION AND GATE.
- 2 DEMOLISH CONCRETE FLOOR SLAB. DEMOLISH ABANDONED SLAB AS NEEDED TO INSTALL NEW TRENCH DRAINS AND PIPING.
- 3 DEMOLISH DOG TRANSFER DOOR, TRACKS AND CABLE.
- 4 DEMOLISH TRENCH DRAIN AND GRATE.
- 5 DEMOLISH FURRING, RIGID INSULATION, GYPSUM BOARD/PLYWOOD AND FRP TO 77" ABOVE FLOOR ELEVATION.
- 6 DEMOLISH LIGHT GAUGE METAL PARTITION AND GYPSUM BOARD.
- 7 DEMOLISH GYPSUM BOARD/PLYWOOD AND FRP TO 72" ABOVE FLOOR ELEVATION.
- 8 SALVAGE AND RE-INSTALL FRAME AND DOOR.
- 9 DEMOLISH EXISTING WINDOW AND PREPARE FOR NEW EXHAUST FAN INSTALLATION
- 10 ENLARGE EXISTING CMU OPENINGS TO 22" WIDE X 30" TALL

STRUCTURAL NOTES

1. SEE DRAWING A-302 FOR STRUCTURAL NOTES.

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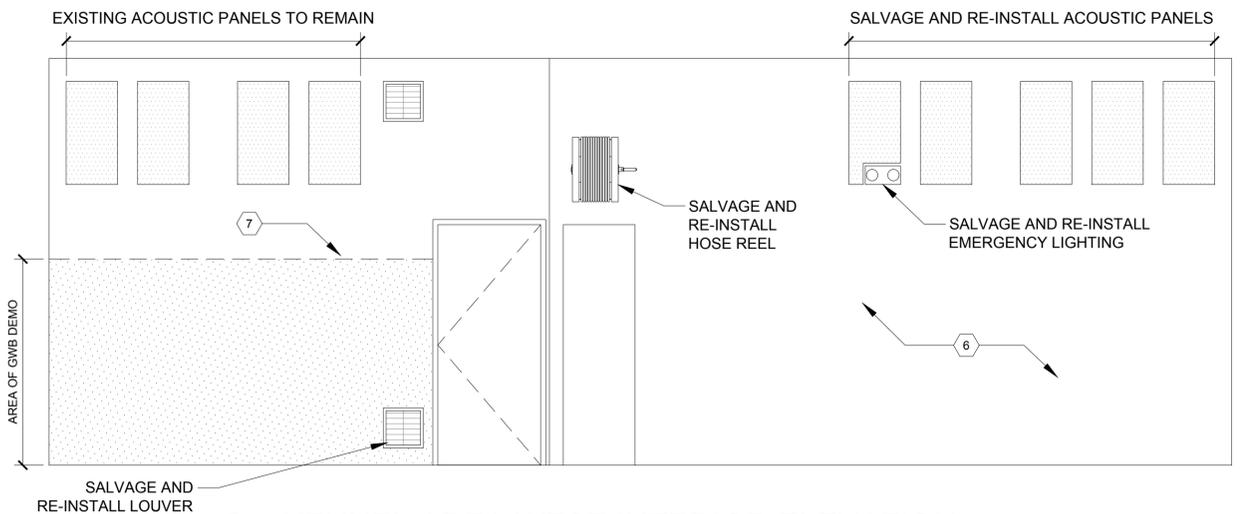
VALDEZ ANIMAL SHELTER
KENNEL RENOVATION
VALDEZ, ALASKA

NO.	DATE	REVISION	BY
			JAP/VD

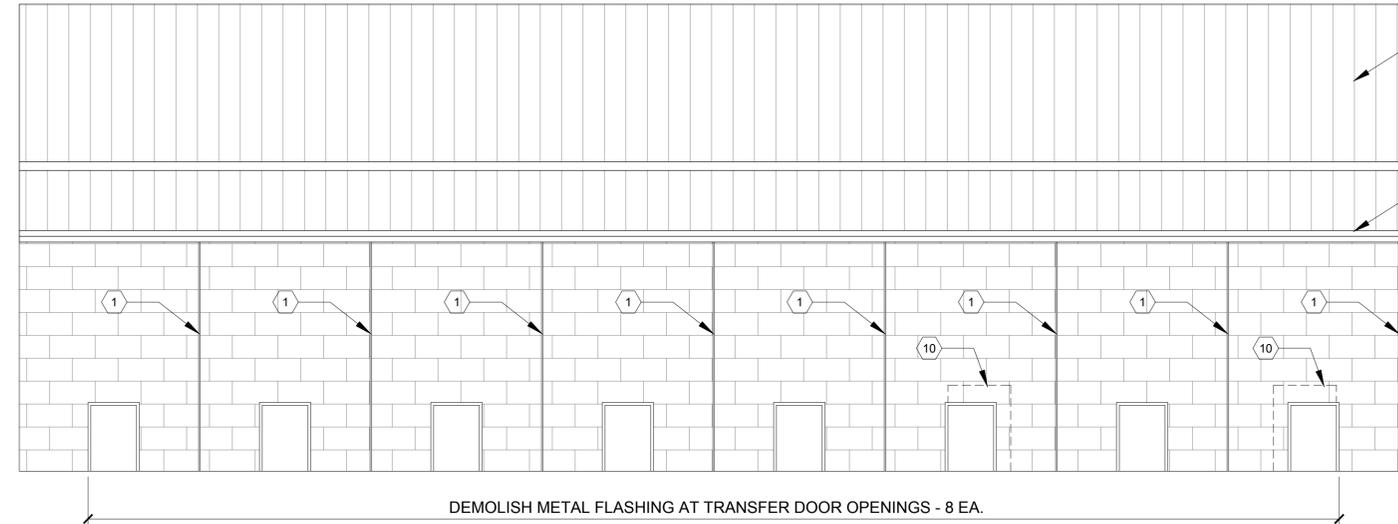
CLIENT PROJECT: 16-350-1606
CAD DWG FILE: AD401.DWG
DRAWN BY: J. MONROY
CHECKED BY: P. LANGLEY
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SHEET TITLE
ARCHITECTURAL
EXISTING KENNEL AREA
ELEVATIONS
DEMO

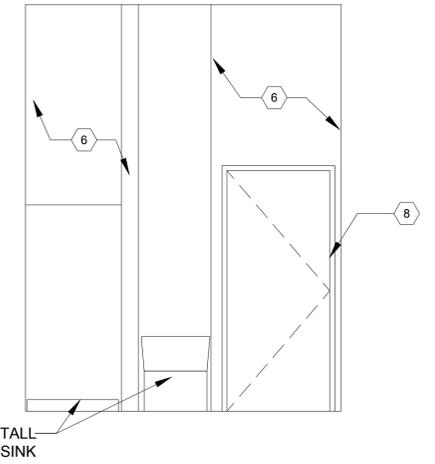
AD401
SHEET 4 OF 25



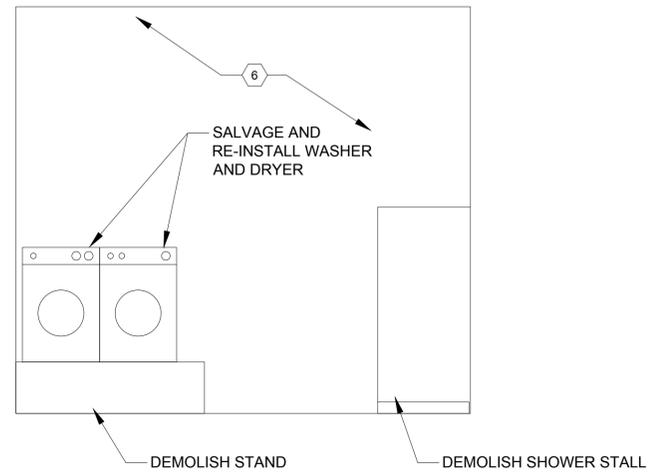
1 KENNEL AREA WEST INTERIOR ELEVATION
3/8" = 1'-0"



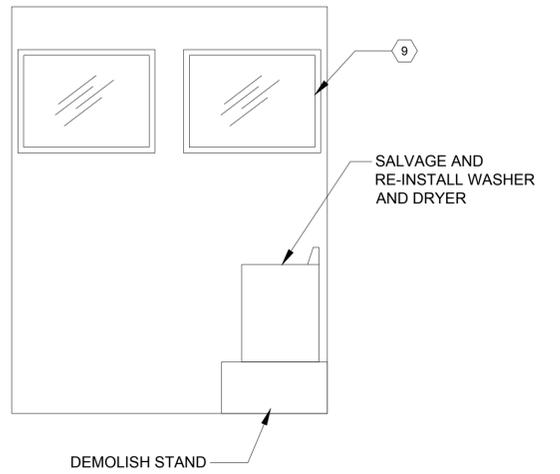
2 EXTERIOR KENNEL AREA - NORTH ELEVATION
3/8" = 1'-0"



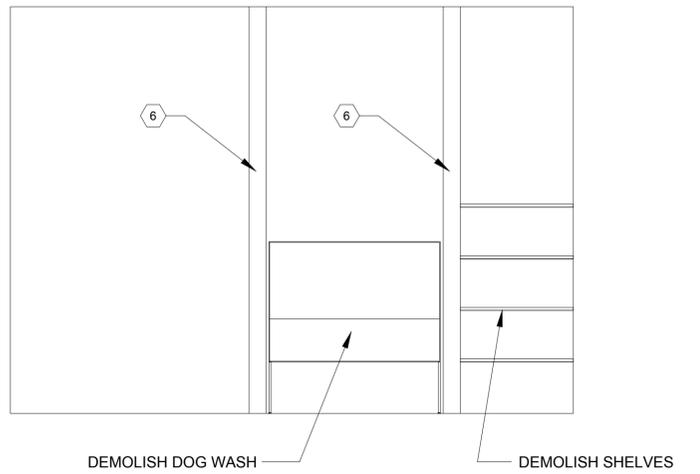
3 GROOMING ROOM SOUTH INTERIOR ELEVATION
3/8" = 1'-0"



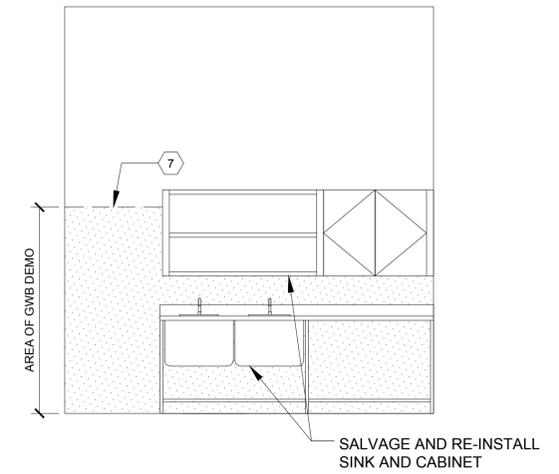
4 GROOMING ROOM EAST INTERIOR ELEVATION
3/8" = 1'-0"



5 GROOMING ROOM NORTH INTERIOR ELEVATION
3/8" = 1'-0"



6 GROOMING ROOM WEST INTERIOR ELEVATION
3/8" = 1'-0"



7 FOOD PREP ROOM WEST INTERIOR ELEVATION
3/8" = 1'-0"

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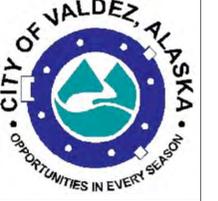
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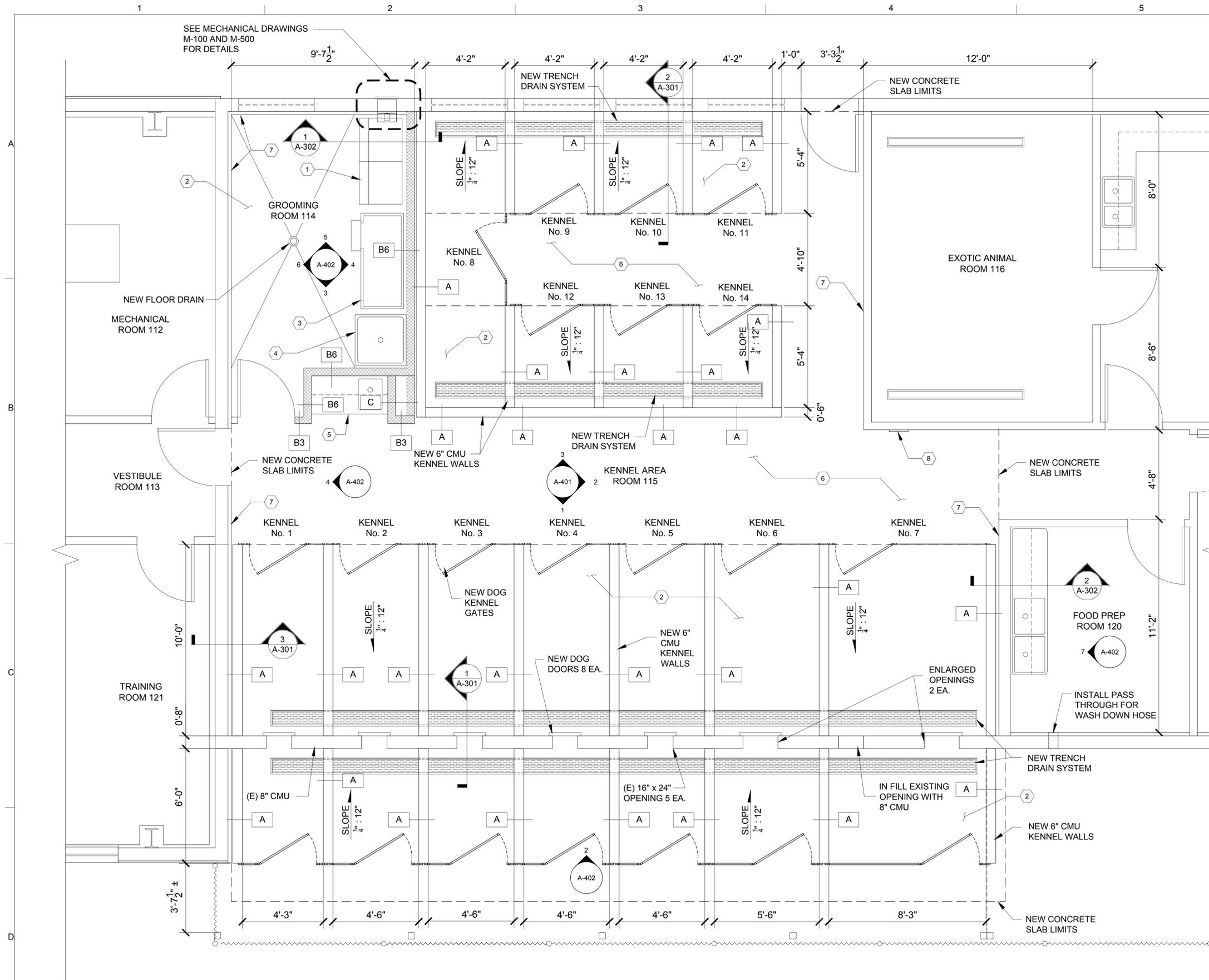
VALDEZ ANIMAL SHELTER
KENNEL RENOVATION
VALDEZ, ALASKA

NO.	DATE	REVISION	BY
			JAP/VD

CLIENT PROJECT: 16-350-1606
CAD DWG FILE: AD402.DWG
DRAWN BY: J. MONROY
CHECKED BY: P. LANGLEY
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ARCHITECTURAL
KENNEL AREA
ELEVATIONS
DEMO

AD402
SHEET 5 OF 25



1 KENNEL FLOOR PLAN - NEW
3/8" = 1'-0"



GENERAL NOTES

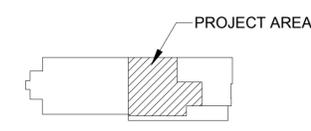
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KEY NOTES

- 1 SALVAGE AND RE-INSTALL WASHER AND DRYER.
- 2 DEMO EXISTING CONCRETE SLAB. INSTALL NEW SLOPED TO DRAIN.
- 3 INSTALL NEW DOG WASH TUB.
- 4 INSTALL NEW FLOOR SINK AND EMERGENCY SHOWER AND EYE/FACE WASH.
- 5 SALVAGE AND RE-INSTALL CABINET AND SINK.
- 6 DEMO EXISTING CONCRETE SLAB. INSTALL NEW.
- 7 INSTALL 5/8" MARINE PLYWOOD TO 6'-0" A.F.F.
- 8 EXISTING FIRE EXTINGUISHER CABINET.

STRUCTURAL NOTES

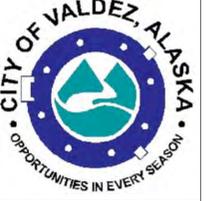
1. SEE DRAWING A-302 FOR STRUCTURAL NOTES.



KEY PLAN
NOT TO SCALE

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KENNEL RENOVATION
VALDEZ, ALASKA

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			JAP/VD

CLIENT PROJECT: 16-350-1606
CAD DWG FILE: A-101.DWG
DRAWN BY: DRAWN BY
CHECKED BY: CHECKED BY
PROJECT NUMBER: 167167
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SHEET TITLE
ARCHITECTURAL
KENNEL FLOOR PLAN
NEW LAYOUT

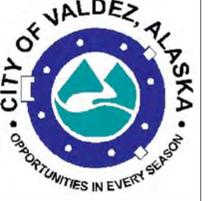
A-101
SHEET 7 OF 25

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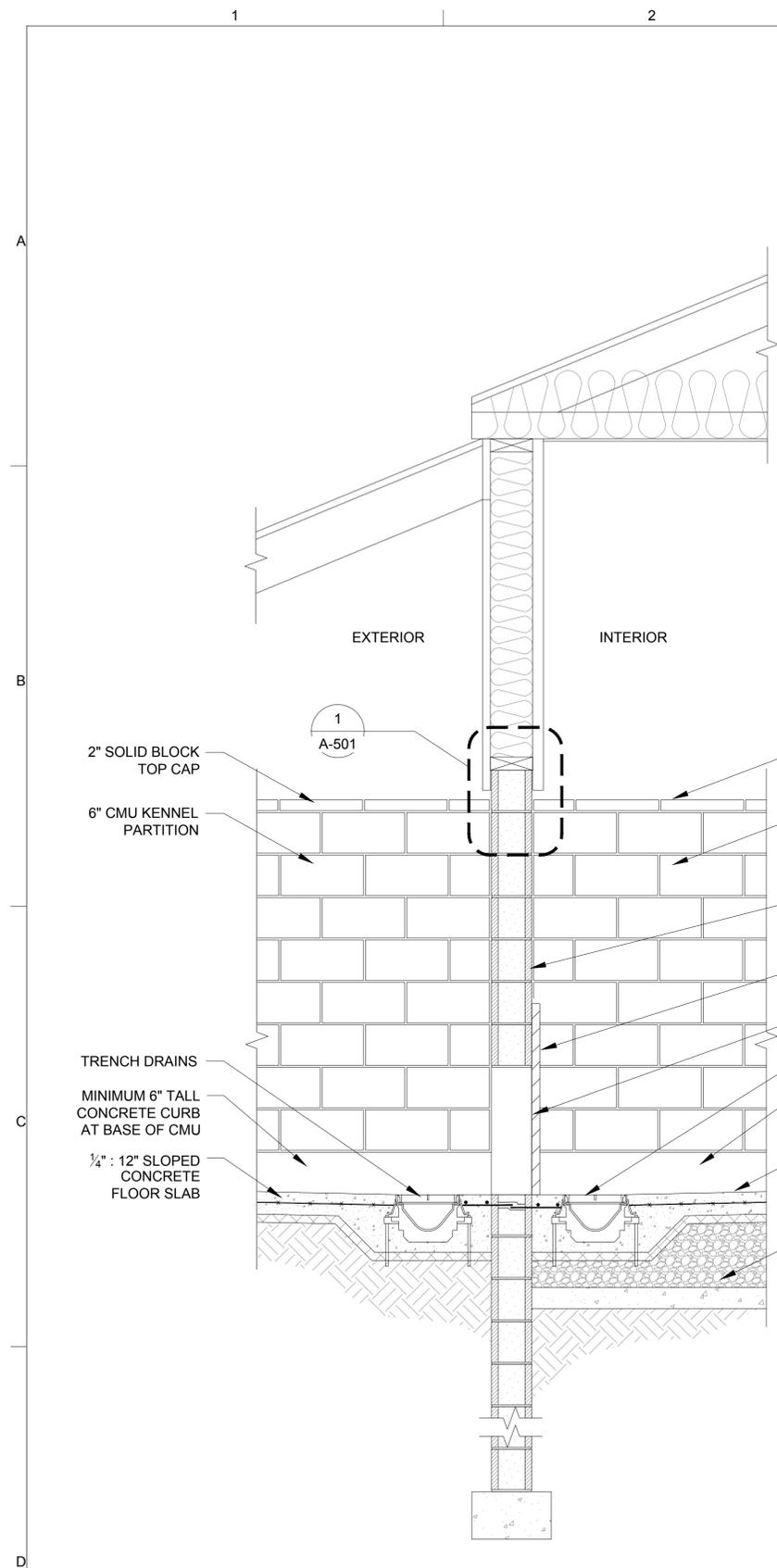
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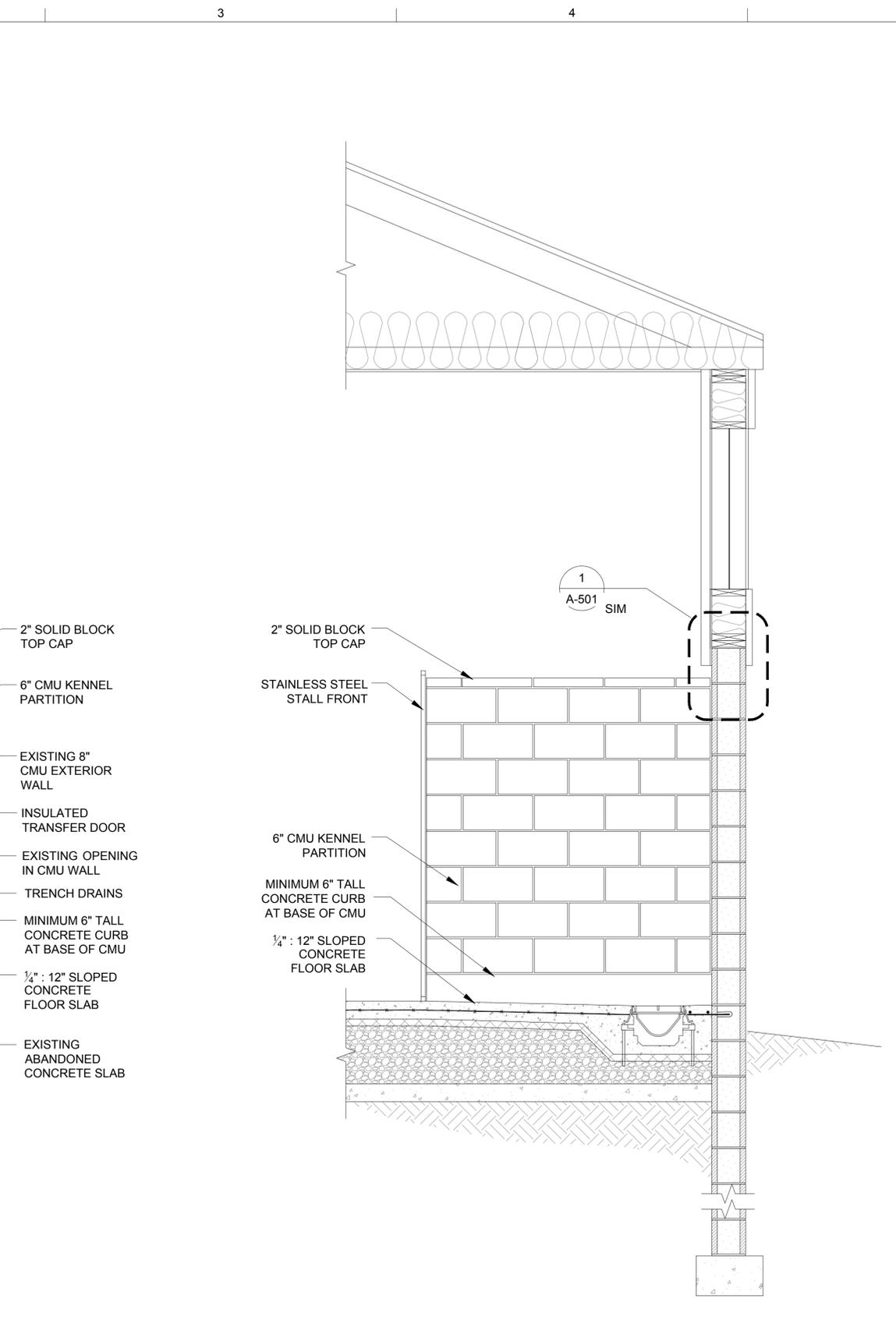
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 CAD DWG FILE: A-301.DWG
 DRAWN BY: J. MONROY
 CHECKED BY: P. LANGLEY
 PROJECT NUMBER: 167716

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 SHEET TITLE
 ARCHITECTURAL
 WALL SECTIONS

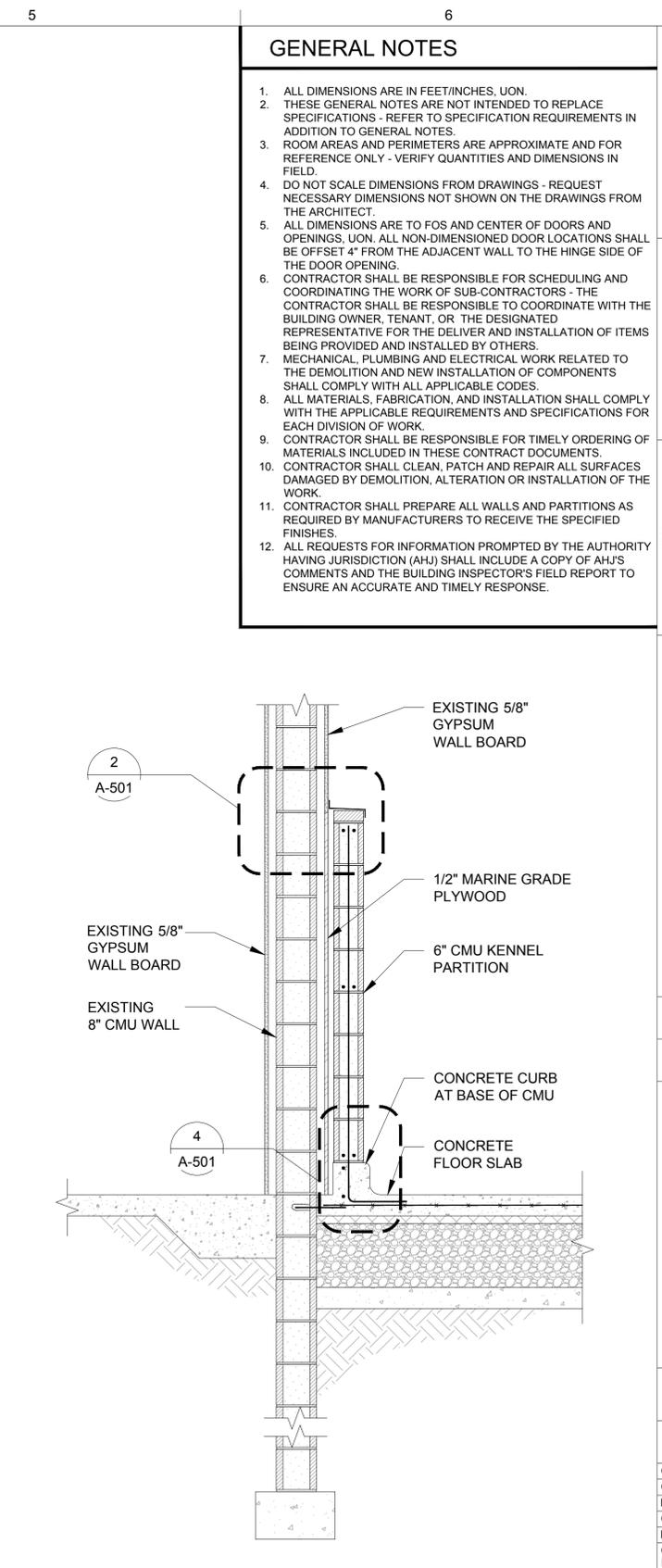
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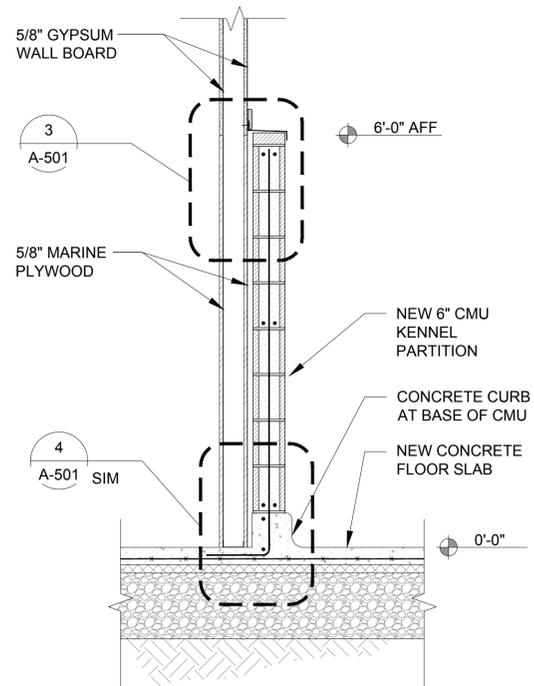
1 SOUTH EXTERIOR WALL SECTION
 3/4" = 1'-0"



2 NORTH EXTERIOR WALL SECTION
 3/4" = 1'-0"

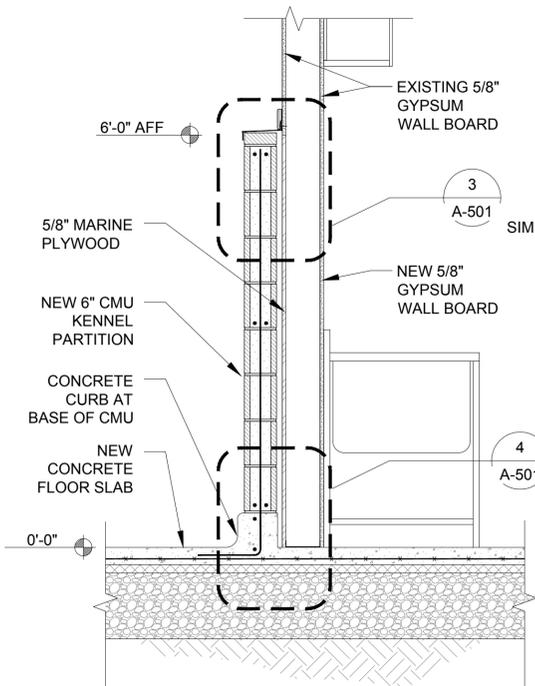


3 WEST PARTIAL WALL SECTION
 3/4" = 1'-0"



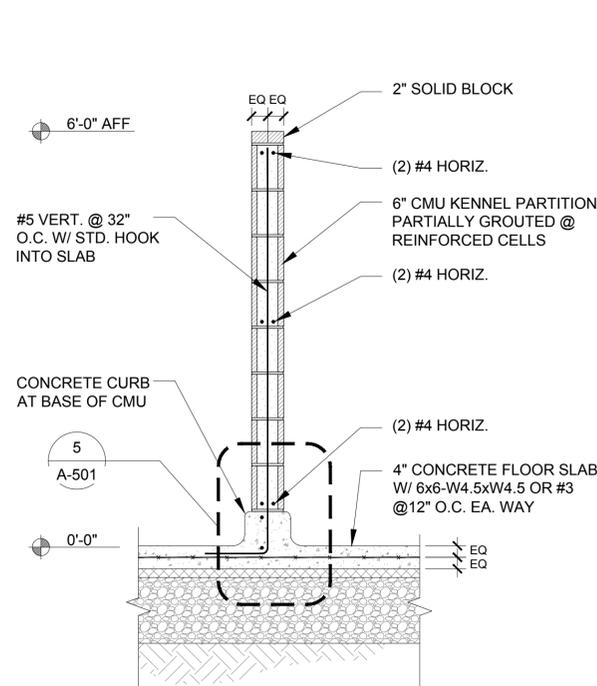
PARTIAL WALL SECTION AT GROOMING ROOM

1
3/4" = 1'-0"



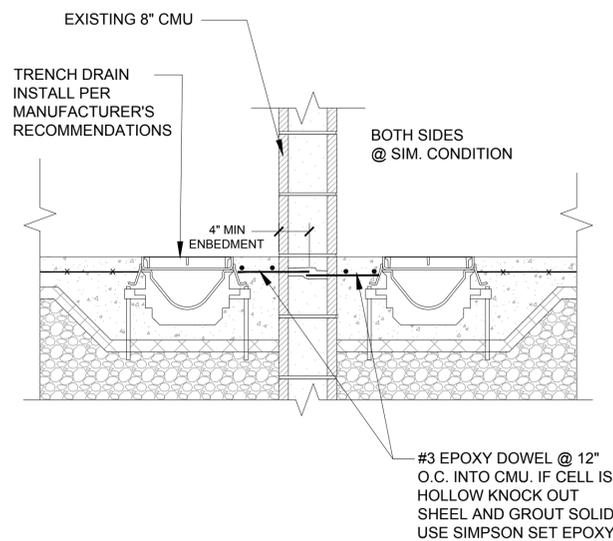
PARTIAL WALL SECTION AT FOOD PREP ROOM

2
3/4" = 1'-0"



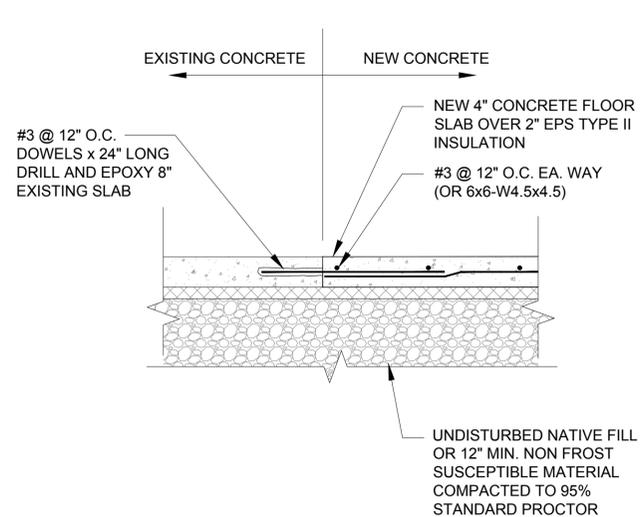
TYPICAL KENNEL PARTITION WALL SECTION

3
3/4" = 1'-0"



SLAB AT WALL CONNECTION DETAIL

4
1" = 1'-0"



NEW TO EXISTING SLAB CONNECTION DETAIL

5
1" = 1'-0"

STRUCTURAL NOTES

- DESIGN CRITERIA**
- DC-1 GOVERNING BUILDING CODES:
 A. IBC 2015 INTERNATIONAL BUILDING CODE W/ LOCAL AMENDMENTS
 B. ASCE 7-10 MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES
- DC-2 LATERAL LOAD DESIGN CRITERIA
 A. WIND DESIGN CRITERIA
 1. BASIC WIND SPEED (V) = 137 MPH
 2. EXPOSURE CATEGORY C
 3. INTERNAL PRESSURE COEFFICIENT +/- 0.18
- B. SEISMIC DESIGN CRITERIA
 1. RISK CATEGORY II
 2. SEISMIC IMPORTANCE FACTOR (LE) = 1.0
 3. SITE CLASS D (ASSUMED)
 4. SEISMIC DESIGN CATEGORY D
 5. SHORT PERIOD SPECTRAL ACCELERATION (Ss) = 1.500 G
 6. ONE SECOND SPECTRAL ACCELERATION (S1) = 0.771 G
 7. SHORT PERIOD RESPONSE ACCELERATION (SRS) = 1.000 G
 8. ONE SECOND RESPONSE ACCELERATION (SD1) = 0.771 G
- GENERAL**
- G-1 METHODS, PROCEDURES AND SEQUENCES OF CONSTRUCTION ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND IMPLEMENTING THE NECESSARY PRECAUTIONS TO MAINTAIN AND ENSURE THE INTEGRITY OF THE STRUCTURE AT ALL STAGES OF CONSTRUCTION.
- G-2 TEMPORARY BRACING, SHEETING, SHORING, ETC. REQUIRED TO ENSURE THE STRUCTURAL INTEGRITY/STABILITY OF THE EXISTING BUILDINGS, SIDEWALKS, UTILITIES, ETC. DURING CONSTRUCTION IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER EMPLOYED BY THE CONTRACTOR.
- G-3 IMPLEMENTATION OF JOB SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- G-4 SLEEVES OR BLOCK-OUTS REQUIRED FOR PASSAGE OF DUCTWORK, PIPING, DRAINAGE, CONDUIT, ETC. IN ADDITION TO HANGERS AND HANGERS REQUIRED FOR EQUIPMENT AND PIPING AND UNDER-SLAB UTILITIES ARE NOT SPECIFICALLY, NOR GENERALLY, INDICATED ON THE STRUCTURAL DRAWINGS. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING SUCH REQUIREMENTS PRIOR TO FABRICATION OR ERECTION OF THE STRUCTURE. PENETRATIONS OF STRUCTURAL MEMBERS ARE SUBJECT TO APPROVAL BY THE ENGINEER
- G-5 DO NOT SCALE THE DRAWINGS.
- G-6 IN CASE OF CONFLICT BETWEEN THE GENERAL NOTES, SPECIFICATIONS, AND DRAWINGS, THE MOST RIGID REQUIREMENTS AS DETERMINED BY THE ENGINEER OR ARCHITECT WILL GOVERN.
- G-7 WORK NOT INDICATED ON A PART OF THE DRAWINGS, BUT NECESSARILY IMPLIED TO BE SIMILAR TO THAT SHOWN AT CORRESPONDING LOCATIONS, IS TO BE REPEATED.
- G-8 EXISTING BUILDING INFORMATION SHOWN IS BASED UPON EXISTING BUILDING DOCUMENTS AND/OR FROM FIELD OBSERVATION. THE INFORMATION CONTAINED HEREIN MAY REQUIRE ADJUSTMENTS AND/OR MODIFICATIONS TO CONFORM TO EXISTING CONDITIONS. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING BUILDING INFORMATION SHOWN (DIMENSIONS, ELEVATIONS, ETC) AND NOTIFY THE ENGINEER OR ARCHITECT OF ANY DISCREPANCIES PRIOR TO FABRICATION OF ANY STRUCTURAL COMPONENT.
- G-9 DETAILS DESIGNATED AS "TYPICAL DETAILS," APPLY GENERALLY TO THE DRAWINGS IN AREAS WHERE CONDITIONS ARE SIMILAR TO THOSE DESCRIBED IN THE DETAILS.
- G-10 THE CONTRACT DOCUMENTS SHALL TAKE PRECEDENCE OVER SHOP DRAWINGS UNLESS SPECIFICALLY NOTED OTHERWISE.
- G-11 INSPECTION, TESTING, CONSTRUCTION, WORKMANSHIP AND MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF THE GOVERNING BUILDING CODES AND REFERENCED STANDARDS. ASTM, ASCE, IBC, UFC, AND OTHER STANDARDS SHALL BE PER THE EDITIONS INDICATED IN THE RFP, OR AS AMENDED TO LATEST DATE IF NOT SO INDICATED.
- G-12 COORDINATE ANY CONSTRUCTION SITUATION NOT COVERED BY THESE PLANS, GENERAL NOTES, OR SPECIFICATIONS WITH THE ENGINEER OF RECORD.

REINFORCED CONCRETE

- C-1 REINFORCED CONCRETE WORK IS TO BE IN ACCORDANCE WITH THE AMERICAN CONCRETE INSTITUTE (ACI) EDITIONS OF:
 A. ACI 301 (LATEST EDITION), "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS"
 B. ACI 318 (LATEST EDITION), "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE", EXCEPT AS MODIFIED BY THE IBC.
 C. ACI 347 (LATEST EDITION), "RECOMMENDED PRACTICE FOR CONCRETE FORM WORK"
- C-2 MIXING, TRANSPORTING, PLACING AND TESTING OF CONCRETE IS TO BE DONE IN ACCORDANCE WITH ACI 301.
- C-3 PRIOR TO CONCRETE PLACEMENT, THE CONTRACTOR MUST SUBMIT CONCRETE MIX DESIGNS FOR EACH TYPE OF CONCRETE TO BE USED, PREPARED IN ACCORDANCE WITH THE SPECIFICATIONS TO THE ENGINEER FOR REVIEW.
- C-4 CAST-IN-PLACE CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH (fc) OF 4000 PSI.
- C-5 THE SLUMP AT POINT OF PLACEMENT IS NOT TO EXCEED 4"+/-1" AND THE WATER/CEMENT RATIO IS NOT TO EXCEED 0.45. IF ADDITIONAL SLUMP (UP TO 8") IS DESIRED FOR PUMPING, A SUPER-PLASTICIZER ADMIXTURE MAY BE ADDED.
- C-6 CONCRETE EXPOSED TO WEATHER AND FREEZE/THAW SHALL BE AIR ENTRAINED FROM 5% TO 7% IN ACCORDANCE WITH ACI RECOMMENDATIONS. AIR ENTRAINING ADMIXTURE SHALL CONFORM TO ASTM C260.
- C-7 CONCRETE TO BE NORMAL WEIGHT CONCRETE (150 PCF) WITH CEMENT CONFORMING TO ASTM C 150, TYPE I.
- C-8 CONTINUOUS REINFORCING BARS TO BE TURNED AND LAPPED AT CORNERS AND INTERSECTIONS OF WALLS AND FOOTINGS. HOOKED BARS TO HAVE STANDARD ACI HOOKS UON.
- C-9 PEA GRAVEL AGGREGATE AND/OR PLASTICIZER MAY BE USED IN CONGESTED AREAS WHEN REQUIRED TO PROPERLY FILL ALL VOIDS AND/OR FOR WORKABILITY. (CONTRACTOR'S OPTION).
- C-10 CONCRETE SHALL BE PROPERLY VIBRATED DURING PLACEMENT.
- C-11 PRIOR TO PLACING CONCRETE, CHECK WITH ALL TRADES TO INSURE PROPER PLACEMENT OF OPENINGS, BLOCK OUTS, SLEEVES, CURBS,

GENERAL NOTES

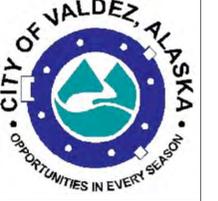
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STRUCTURAL ONLY

STRUCTURAL NOTES (CONT.)

- C-12 ALL CONTACT SURFACES, NEW OR EXISTING, AT CONSTRUCTION JOINTS SHALL BE INTENTIONALLY ROUGHENED PRIOR TO CASTING ADJACENT POUR.
- C-13 OPENINGS IN FLOORS AND/OR WALLS SHALL HAVE ADDITIONAL REINFORCING AROUND ALL SIDES OF THE OPENING EQUIVALENT TO THE BARS CUT BY THE OPENING WITH HALF ON EACH SIDE OF THE OPENING OR 2-#5 (#4) BARS, WHICHEVER IS GREATER, UNLESS NOTED OTHERWISE. BARS PARALLEL TO THE PRINCIPAL REINFORCING SHALL RUN FULL LENGTH OF THE SPAN. BARS IN THE OTHER DIRECTION SHALL RUN 24 INCHES BEYOND THE EDGE OF THE OPENING OR END WITH A STANDARD HOOK. ALSO PROVIDE 2-#4 X 4'-0" DIAGONAL BARS AT EACH CORNER OF EACH OPENING.
- C-14 ALL BOLT HOLES TO BE FILLED WITH EPOXY SHALL BE WIRE BRUSHED AND CLEANED WITH COMPRESSED AIR PER MANUFACTURER'S RECOMMENDATIONS.
- C-15 INTERIOR SLABS ON GRADE SHALL BE THICKNESS AS SHOWN ON PLAN AND SHALL BE REINFORCED AS INDICATED ON THE DRAWINGS. PROVIDE CHAIRS WITH SAND PLATES FOR PROPER PLACEMENT OF REINFORCING.
- C-16 CONCRETE SLABS SHALL BE CURED BY METHOD COMPATIBLE WITH AIR ENTRAINMENT WHERE ACCEPTABLE USE A LIQUID MEMBRANE-CURING COMPOUND AT THE MANUFACTURER'S RECOMMENDED COVERAGE.
- C-17 PROVIDE FINISHED SLAB-ON-GRADE WITH OVERALL VALUES OF FLATNESS F(0)=35 AND LEVELNESS L(0)=25 ALONG WITH LOCAL VALUES OF FLATNESS F(S)=24 AND LEVELNESS L(S)=17.
- C-18 SLEEVES, INSERTS, MECHANICAL OPENINGS, CONDUITS, PIPES, RECESSES, DEPRESSIONS, CURBS AND OTHER EMBEDDED ITEMS TO BE PROVIDED FOR AS SHOWN ON THE ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS AND AS REQUIRED BY EQUIPMENT MANUFACTURERS. INSTALLATION OF THESE ITEMS TO BE COORDINATED AND PROVIDED FOR PRIOR TO PLACING CONCRETE.
- MASONRY**
- M-1 MASONRY WORK MUST BE IN CONFORMANCE WITH THE AMERICAN CONCRETE INSTITUTE (ACI) BUILDING CODE FOR MASONRY STRUCTURES-ACI 530 (LATEST EDITION) AND THE "SPECIFICATIONS FOR MASONRY STRUCTURES-ACI 530.1" (LATEST EDITION) AS MODIFIED BY THE IBC AND LOCAL AMENDMENTS.
- M-2 ALL MORTAR TO CONFORM TO ASTM C 270, TYPE -M OR S.
 A. PORTLAND CEMENT: ASTM C 150, TYPE I.
 B. LIME: ASTM C 207
- M-3 GROUT IS TO CONFORM TO ASTM C 476 AND HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI.
 A. SLUMP: 8 TO 10 INCHES.
 B. MAXIMUM AGGREGATE SIZE: 3/8"
- M-4 CONCRETE MASONRY TO HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF MASONRY (fm) EQUAL TO 1,500 PSI AND:
 A. HOLLOW BLOCK: ASTM C 90, NORMAL WT, TYPE I (MOISTURE CONTROLLED).
 B. SOLID BLOCKS: ASTM C 90.
- M-5 HIGH STRENGTH (OPEN END BLOCK) UNITS ARE TO CONFORM TO ASTM C90, NORMAL WEIGHT, TYPE I (MOISTURE CONTROLLED), HAVING A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,000 PSI ON THE NET AREA.
- M-6 GROUT ALL REINFORCED CELLS SOLID WITH GROUT. PROVIDE BAR SPACERS AS REQUIRED TO PROPERLY LOCATE REINFORCING WITHIN CMU CELLS.
- M-7 ALL MASONRY TO BE CONSTRUCTED USING A RUNNING BOND PATTERN. FULL BED AND HEAD JOINTS MUST BE USED.
- M-8 GROUT CELLS OF CMU SOLID FOR ALL MASONRY BOND BEAMS AND CELLS WITH VERTICAL REINFORCEMENT.
- M-9 DOWEL REINFORCED MASONRY WALLS TO SLAB THROUGH CURB AS SHOWN. SIZE DOWELS TO MATCH WALL REINFORCEMENT OR USE FULL HEIGHT DOWELS, AT CONTRACTOR'S OPTION. LOCATE DOWELS IN CELLS TO CONTACT WALL REINFORCEMENT. LAP DOWELS AND WALL REINFORCEMENT A MINIMUM OF 48 BAR DIAMETERS UON.
- M-10 DURING CONSTRUCTION, COVER AND PROTECT THE TOPS OF MASONRY WALLS AT THE END OF EACH DAY.
- M-11 PENETRATIONS THROUGH ANY MASONRY WALL SHALL BE BUILT INTO THE WALL AS THE WALL IS BEING CONSTRUCTED AND SHALL BE REVIEWED BY THE ENGINEER PRIOR TO INSTALLATION.
- M-12 WHERE HORIZONTAL REINFORCING BARS JOIN CONCRETE WALLS, COLUMNS, OR PILASTERS, REINFORCING SHALL BE CONTINUOUS. ALSO, A KEY SHALL BE PROVIDED BETWEEN THE MASONRY AND THE CONCRETE. FILL KEY WITH GROUT.
- REINFORCING STEEL**
- R-1 REINFORCING STEEL SHALL COMPLY WITH:
 A. CONCRETE REINFORCING STEEL INSTITUTE (CRSI) "MANUAL OF STANDARD PRACTICE".
 B. AMERICAN CONCRETE INSTITUTE, ACI 315 (OR SP-66) "DETAILING MANUAL".
 C. AMERICAN CONCRETE INSTITUTE, ACI 530.1, "SPECIFICATIONS FOR MASONRY STRUCTURES".
- R-2 REINFORCING STEEL SHALL BE DEFORMED BARS AND SHALL CONFORM TO ASTM A615, GRADE 60, WITH A DESIGN YIELD STRENGTH OF 60,000 PSI.
- R-3 WELDED WIRE REINFORCEMENT SHALL CONFORM TO ASTM A185. IT SHALL BE SUPPLIED IN FLAT SHEETS ONLY. LAP WELDED WIRE REINFORCEMENT TWO FULL MESH LENGTHS (OR 6" MINIMUM) AT SPLICES AND WIRE TOGETHER.
- R-4 REINFORCING SHALL BE DETAILED, FABRICATED, BOLSTERED, AND SUPPORTED PER ACI 315.
- R-5 REINFORCING STEEL SHALL BE FREE OF LOOSE FLAKY RUST, SCALE, GREASE, OIL, DIRT, AND OTHER MATERIALS WHICH MIGHT AFFECT OR IMPAIR BOND.
- R-6 BENDS SHALL BE MADE COLD. DO NOT USE HEAT. BENDS SHALL BE DONE IN THE FABRICATOR'S SHOP UNLESS SPECIFICALLY NOTED FOR THE FIELD. DO NOT UN-BEND OR RE-BEND A PREVIOUSLY BENT BAR.
- R-7 REINFORCING STEEL IN MASONRY SHALL BE PLACED PRIOR TO GROUTING AND SHALL BE PLACED, POSITIONED, AND LOCATED ACCORDING TO THE DRAWINGS. IT SHALL BE SECURED AGAINST DISPLACEMENT AT INTERVALS NOT TO EXCEED 200 BAR DIAMETERS OR TEN FEET.



VALDEZ ANIMAL SHELTER
KENNEL RENOVATION
VALDEZ, ALASKA

NO.	DATE	REVISION	BY

CLIENT PROJECT: 16-350-1606
 CAD DWG FILE: A-302.DWG
 DRAWN BY: J. MONROY
 CHECKED BY: P. LANGLEY
 PROJECT NUMBER: 167716

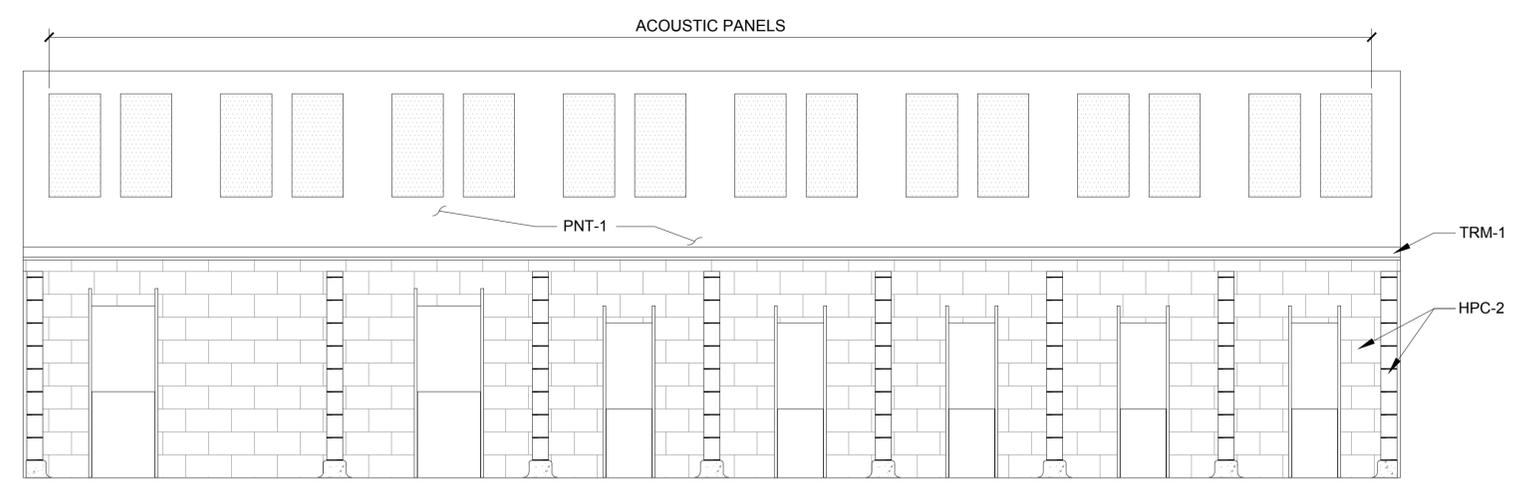
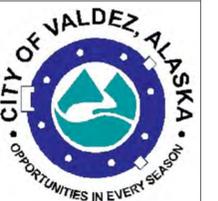
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 SHEET TITLE
 ARCHITECTURAL
 WALL SECTIONS,
 STRUCTURAL DETAILS,
 AND STRUCTURAL
 NOTES

A-302
 SHEET 9 OF 25

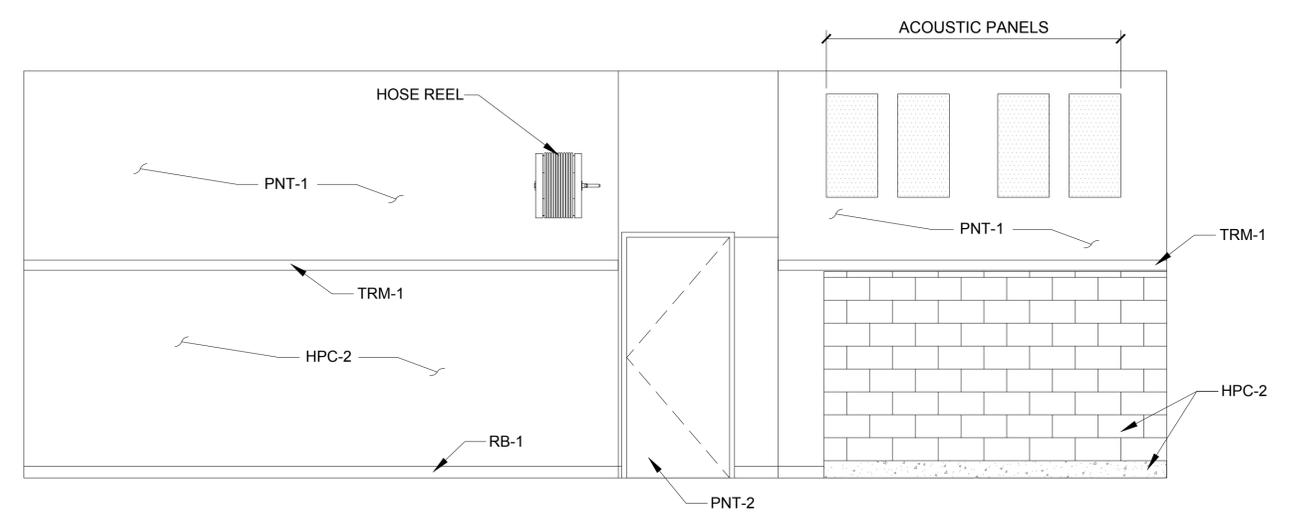
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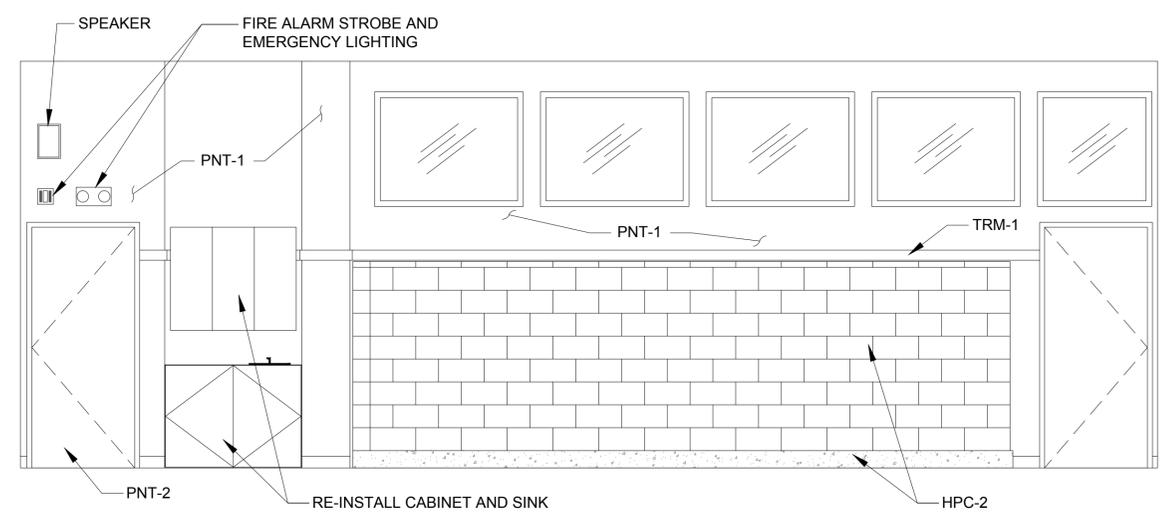
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1 KENNEL AREA SOUTH INTERIOR ELEVATION
 3/8" = 1'-0"



2 KENNEL AREA EAST INTERIOR ELEVATION
 3/8" = 1'-0"



3 KENNEL AREA NORTH INTERIOR ELEVATION
 3/8" = 1'-0"

ROOM FINISH SCHEDULE								
ROOM NUMBER	ROOM NAME	FLOOR		WALLS				REMARKS
		FINISH	BASE	NORTH	EAST	SOUTH	WEST	
114	GROOMING ROOM	HPC-1	RB-1	PNT-1	PNT-1	PNT-1	PNT-1	ABOVE TRIM BOARD
				HPC-2	HPC-2	HPC-2	HPC-2	BELOW TRIM BOARD
115	KENNEL AREA	HPC-1	RB-1	PNT-1	PNT-1	PNT-1	PNT-1	ABOVE TRIM BOARD
				HPC-2	HPC-2	HPC-2	HPC-2	BELOW TRIM BOARD
120	FOOD PREP ROOM	N/A	N/A	PNT-1	PNT-1	PNT-1	PNT-1	
1-10	DOG KENNELS	HPC-1	HPC-1	HPC-2	HPC-2	HPC-2	HPC-2	

MATERIAL SCHEDULE						
SPEC	TYPE	DESCRIPTION	BASIS OF DESIGN			REMARKS
			MANUFACTURER	MODEL	COLOR	
06 20 00	TRM-1	PVC TRIM BOARD	AZEK		PNT-2	
09 65 00	RB-1	RUBBER BASE	ROPPE	PINNACLE	TBD	
09 09 00	PNT-1	INTERIOR PAINT - WALL	SHERWIN WILLIAMS		TBD	
09 09 00	PNT-2	INTERIOR PAINT - DOOR FRAME/TRIM	SHERWIN WILLIAMS		TBD	
09 96 00	HPC-1	HIGH PERFORMANCE COATING - FLOOR	SANI-TRED	PERMAFLEX	TBD	
09 96 00	HPC-2	HIGH PERFORMANCE COATING - WALL	SANI-TRED	PERMAFLEX	TBD	

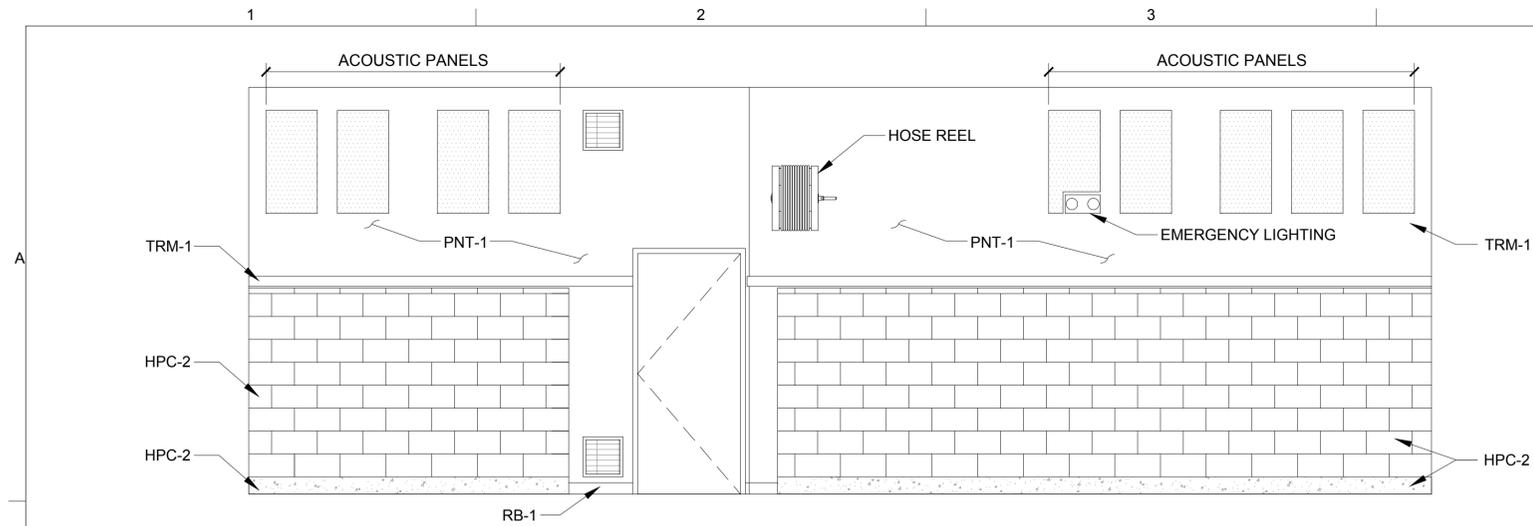
VALDEZ ANIMAL SHELTER
 KENNEL RENOVATION
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NO.	DATE	REVISION	BY

CLIENT PROJECT: 16-350-1606
 CAD DWG FILE: A-401.DWG
 DRAWN BY: J. MONROY
 CHECKED BY: P. LANGLEY
 PROJECT NUMBER: 167167
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SHEET TITLE
 ARCHITECTURAL
 INTERIOR ELEVATIONS,
 ROOM FINISH, AND
 MATERIAL SCHEDULES

A-401
 SHEET 10 OF 25

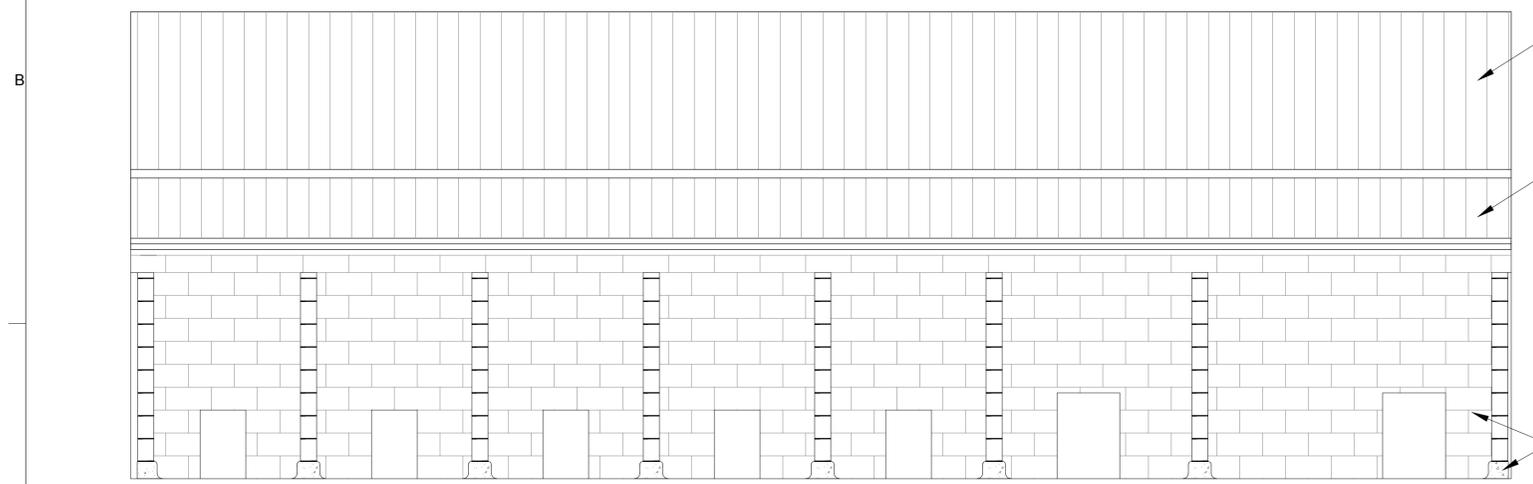
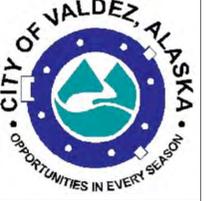


1 KENNEL AREA WEST INTERIOR ELEVATION
3/8" = 1'-0"

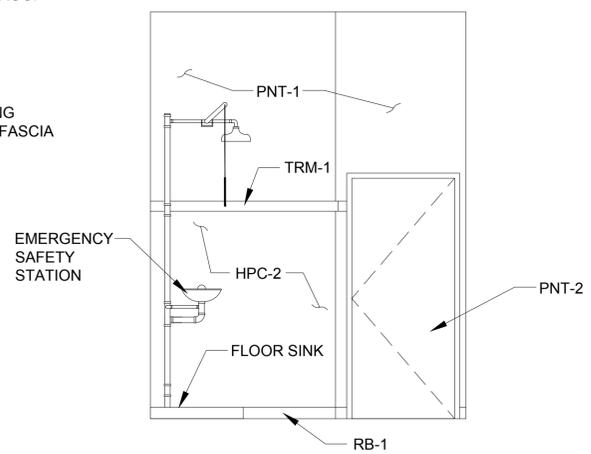
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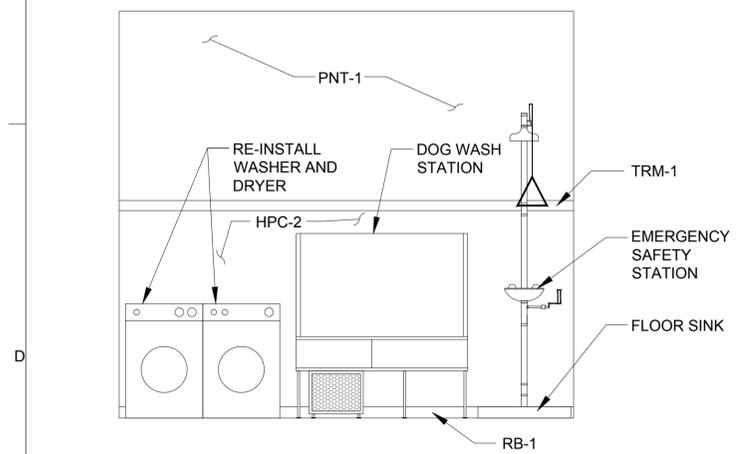
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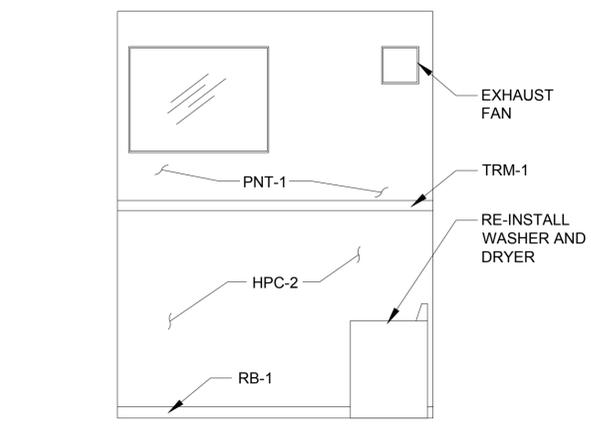
2 EXTERIOR KENNEL AREA - NORTH ELEVATION
3/8" = 1'-0"



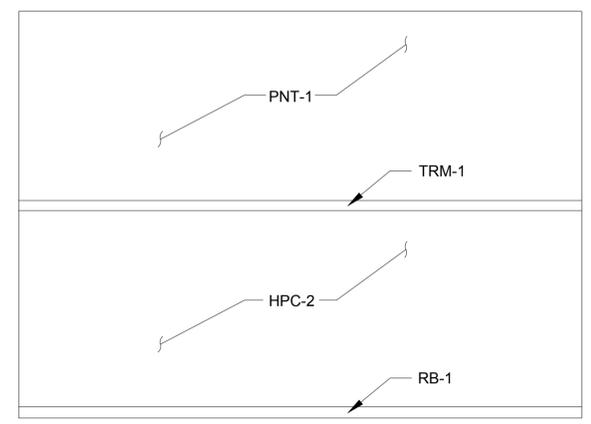
3 GROOMING ROOM SOUTH INTERIOR ELEVATION
3/8" = 1'-0"



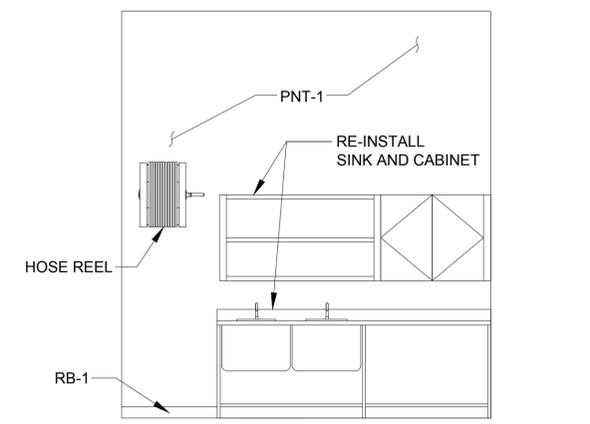
4 GROOMING ROOM EAST INTERIOR ELEVATION
3/8" = 1'-0"



5 GROOMING ROOM NORTH INTERIOR ELEVATION
3/8" = 1'-0"



6 GROOMING ROOM WEST INTERIOR ELEVATION
3/8" = 1'-0"



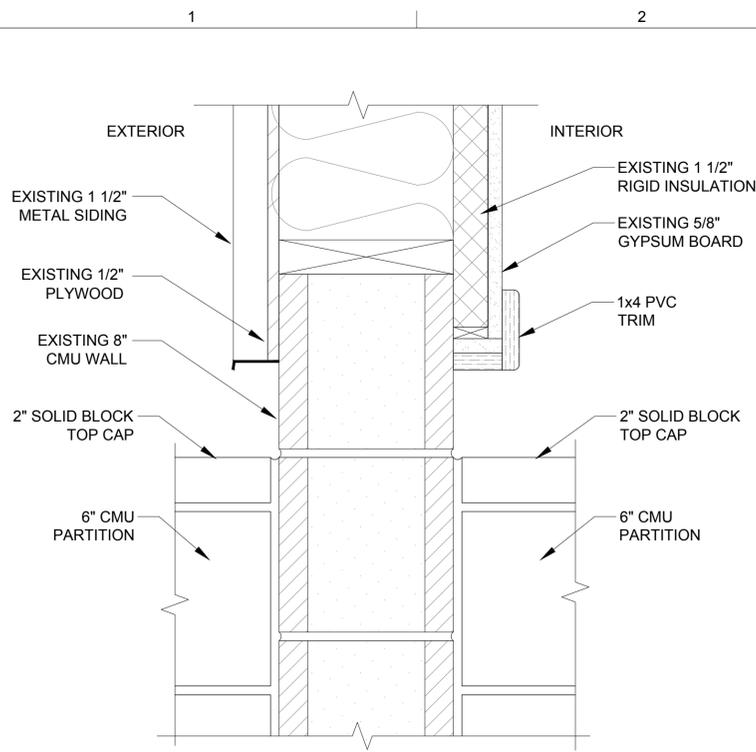
7 FOOD PREP ROOM WEST INTERIOR ELEVATION
3/8" = 1'-0"

VALDEZ ANIMAL SHELTER
KENNEL RENOVATION
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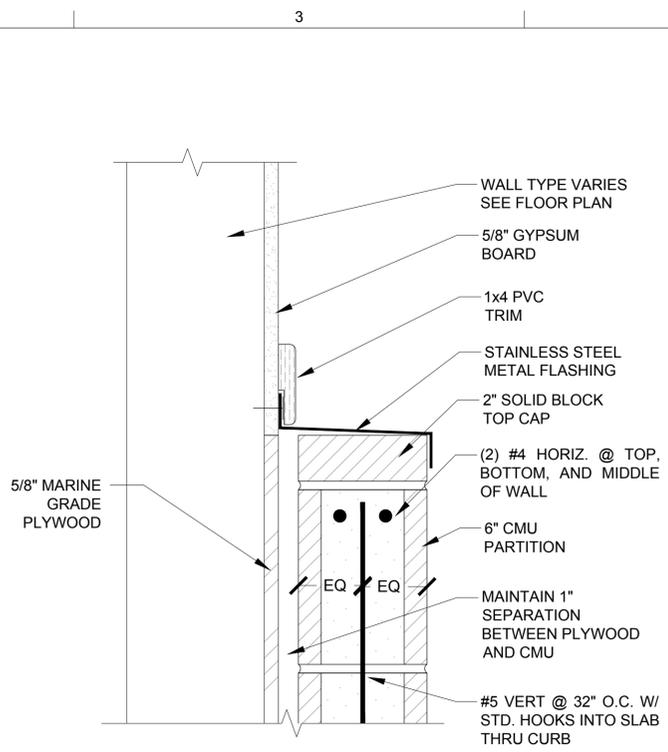
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CLIENT PROJECT: 16-350-1606
CAD DWG FILE: A-402.DWG
DRAWN BY: J. MONROY
CHECKED BY: P. LANGLEY
PROJECT NUMBER: 167167
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SHEET TITLE
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INTERIOR AND EXTERIOR
ELEVATIONS

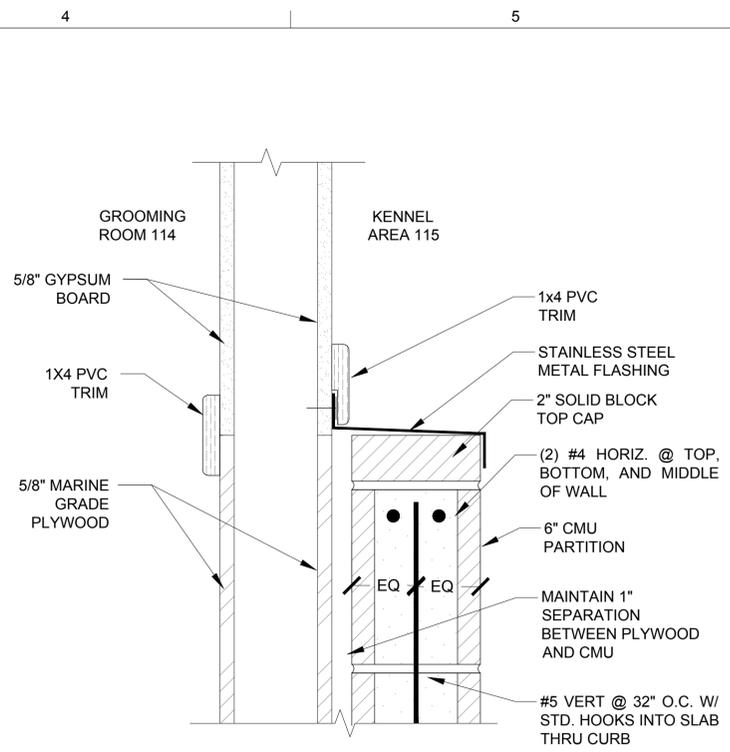
A-402
SHEET 11 OF 25



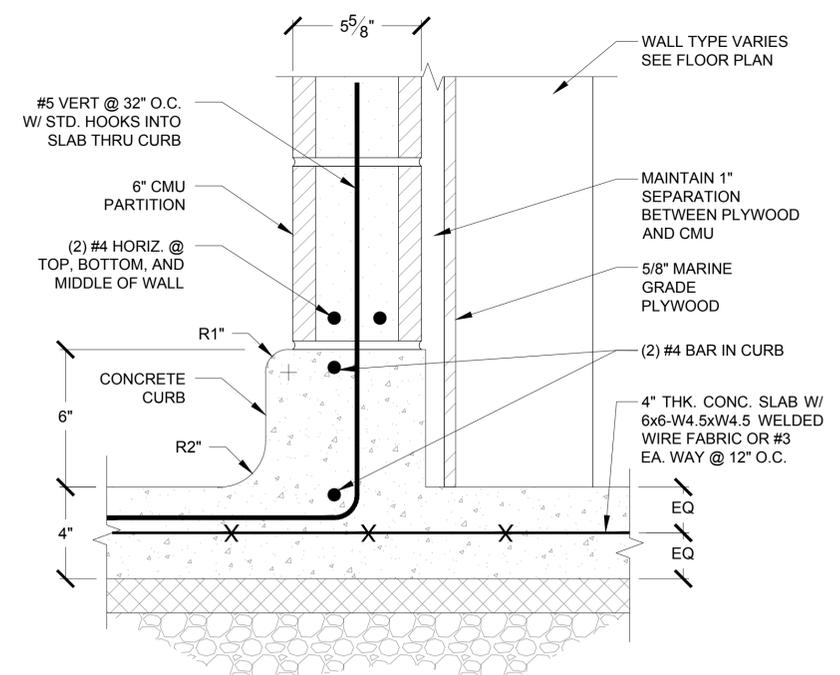
1 DETAIL AT EXTERIOR EXISTING 8" CMU WALL
3" = 1'-0"



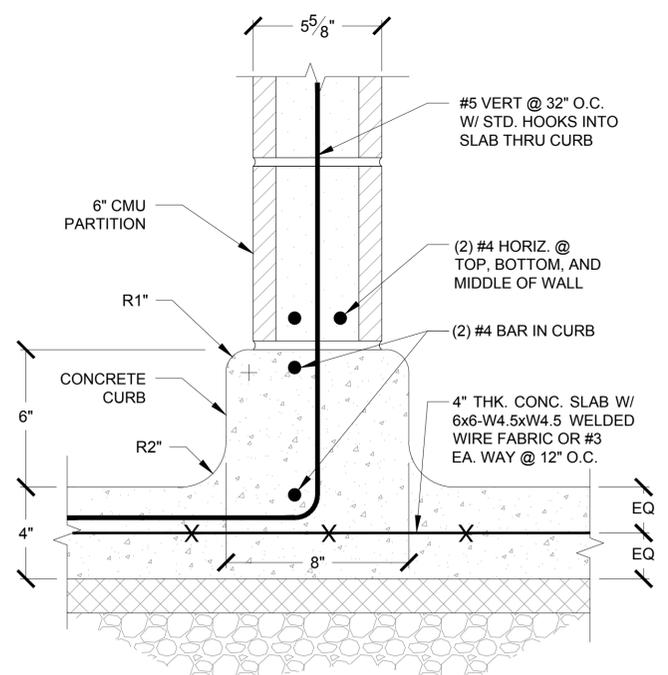
2 DETAIL AT INTERIOR WALL AND CMU KENNEL PARTITION
3" = 1'-0"



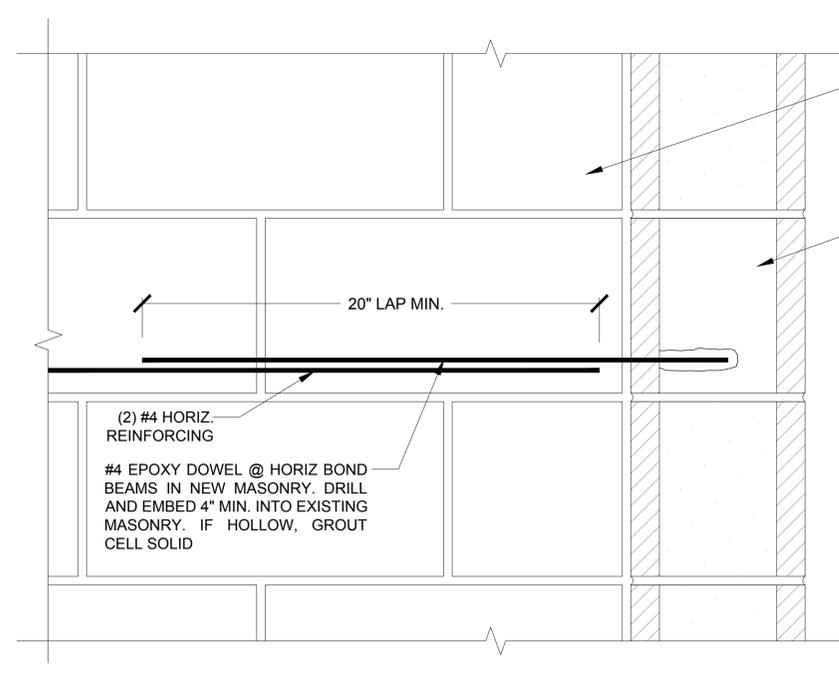
3 DETAIL AT GROOMING ROOM WALL AND CMU KENNEL PARTITION
3" = 1'-0"



4 DETAIL AT BASE OF INTERIOR WALL AND CMU KENNEL PARTITION
3" = 1'-0"



5 DETAIL AT BASE OF CMU KENNEL PARTITION
3" = 1'-0"



6 NEW TO EXISTING MASONRY CMU KENNEL PARTITION
3" = 1'-0"

GENERAL NOTES

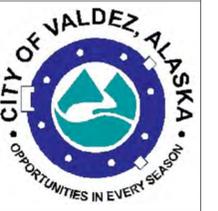
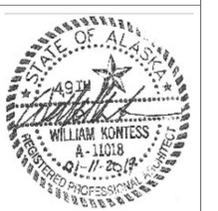
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STRUCTURAL NOTES

- SEE DRAWING A-302 FOR STRUCTURAL NOTES.

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SHEET TITLE
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INTERIOR AND EXTERIOR
WALL DETAILS

A-501

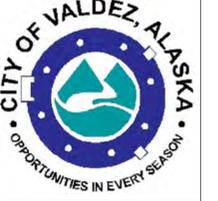
STRUCTURAL ONLY SHEET 12 OF 25

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4. DO NOT SCALE DIMENSIONS FROM DRAWINGS - REQUEST NECESSARY DIMENSIONS NOT SHOWN ON THE DRAWINGS FROM THE ARCHITECT.
5. ALL DIMENSIONS ARE TO FOS AND CENTER OF DOORS AND OPENINGS, UON. ALL NON-DIMENSIONED DOOR LOCATIONS SHALL BE OFFSET 4" FROM THE ADJACENT WALL TO THE HINGE SIDE OF THE DOOR OPENING.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING AND COORDINATING THE WORK OF SUB-CONTRACTORS - THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE BUILDING OWNER, TENANT, OR THE DESIGNATED REPRESENTATIVE FOR THE DELIVER AND INSTALLATION OF ITEMS BEING PROVIDED AND INSTALLED BY OTHERS.
7. MECHANICAL, PLUMBING AND ELECTRICAL WORK RELATED TO THE DEMOLITION AND NEW INSTALLATION OF COMPONENTS SHALL COMPLY WITH ALL APPLICABLE CODES.
8. ALL MATERIALS, FABRICATION, AND INSTALLATION SHALL COMPLY WITH THE APPLICABLE REQUIREMENTS AND SPECIFICATIONS FOR EACH DIVISION OF WORK.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR TIMELY ORDERING OF MATERIALS INCLUDED IN THESE CONTRACT DOCUMENTS.
10. CONTRACTOR SHALL CLEAN, PATCH AND REPAIR ALL SURFACES DAMAGED BY DEMOLITION, ALTERATION OR INSTALLATION OF THE WORK.
11. CONTRACTOR SHALL PREPARE ALL WALLS AND PARTITIONS AS REQUIRED BY MANUFACTURERS TO RECEIVE THE SPECIFIED FINISHES.
12. ALL REQUESTS FOR INFORMATION PROMPTED BY THE AUTHORITY HAVING JURISDICTION (AHJ) SHALL INCLUDE A COPY OF AHJ'S COMMENTS AND THE BUILDING INSPECTOR'S FIELD REPORT TO ENSURE AN ACCURATE AND TIMELY RESPONSE.

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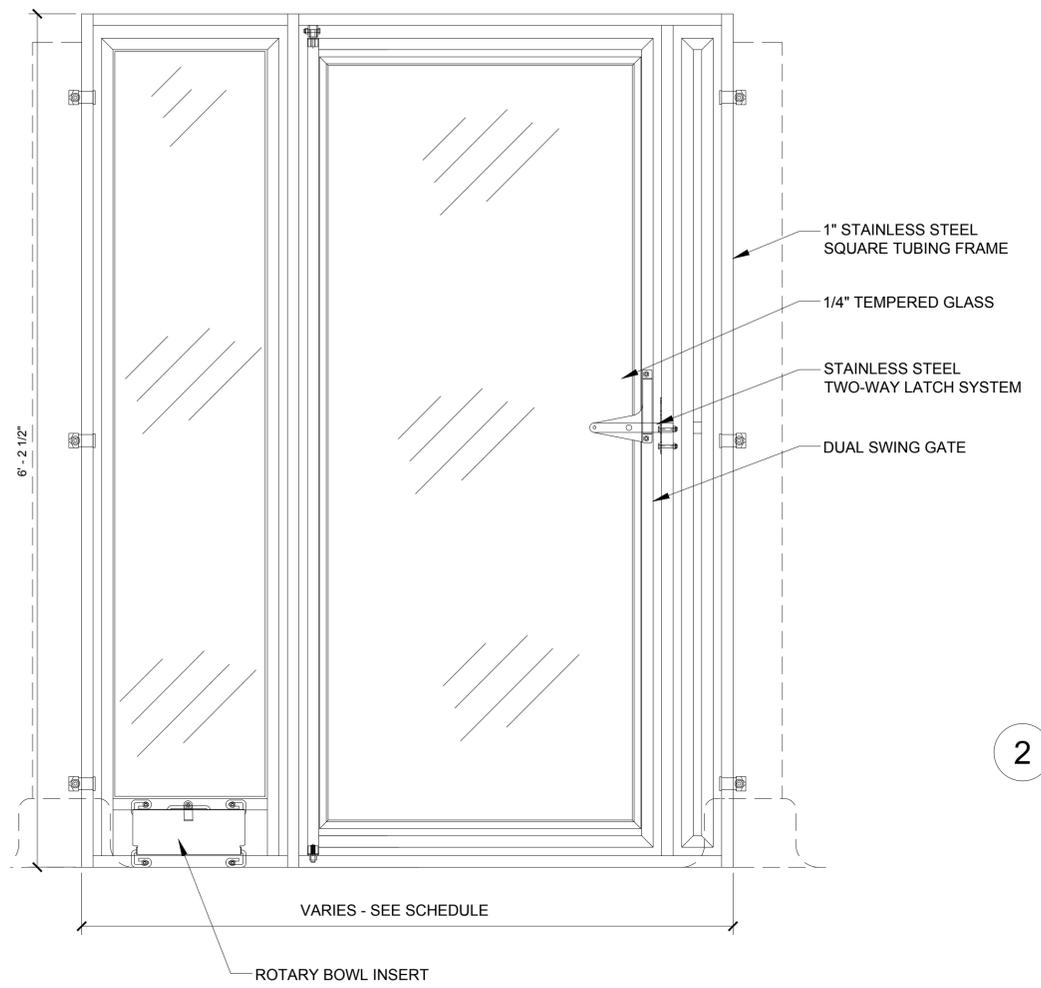
VALDEZ ANIMAL SHELTER
 KENNEL RENOVATION
 VALDEZ, ALASKA

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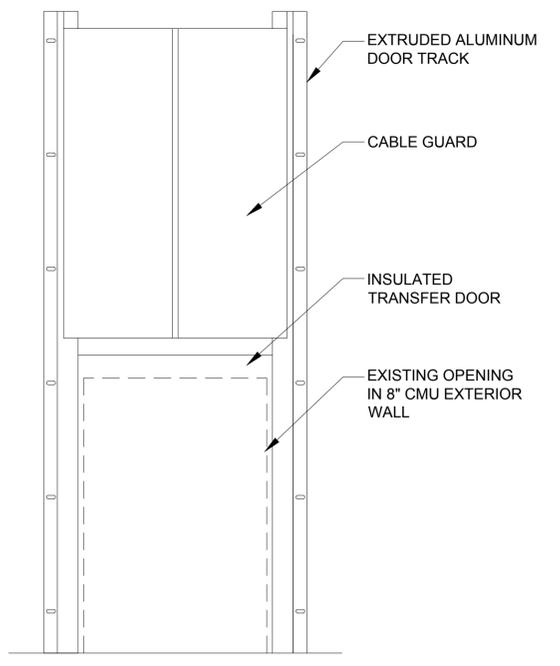
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 PROJECT NUMBER: 167716
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SHEET TITLE
 ARCHITECTURAL
 KENNEL STALLS,
 TRANSFER DOOR,
 SCHEDULE AND
 DETAILS

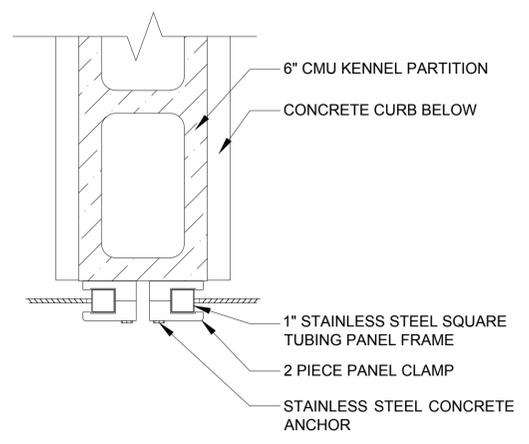
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 SHEET 13 OF 25



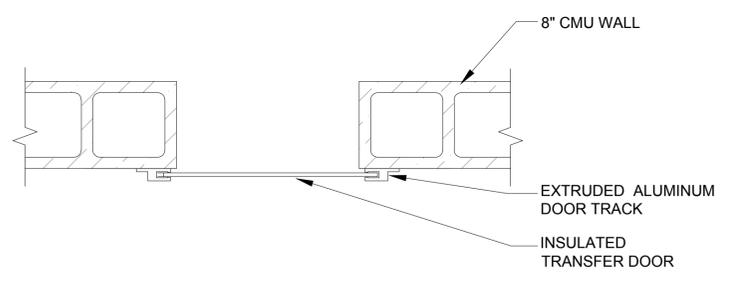
1 KENNEL STALL FRONT - ELEVATION
 1-1/2" = 1'-0"



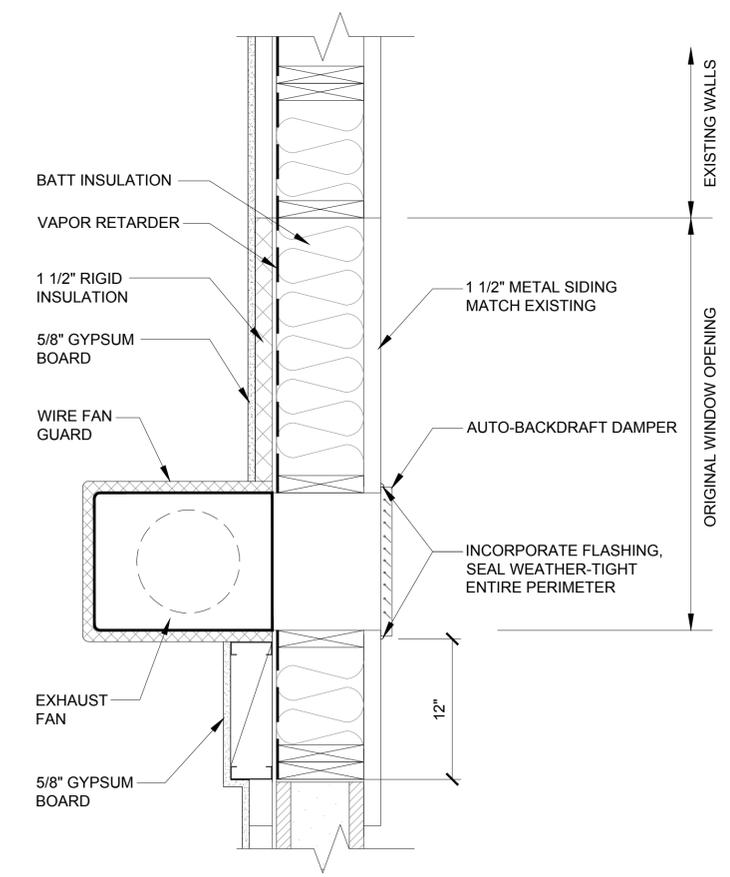
2 KENNEL TRANSFER DOOR ELEVATION
 1-1/2" = 1'-0"



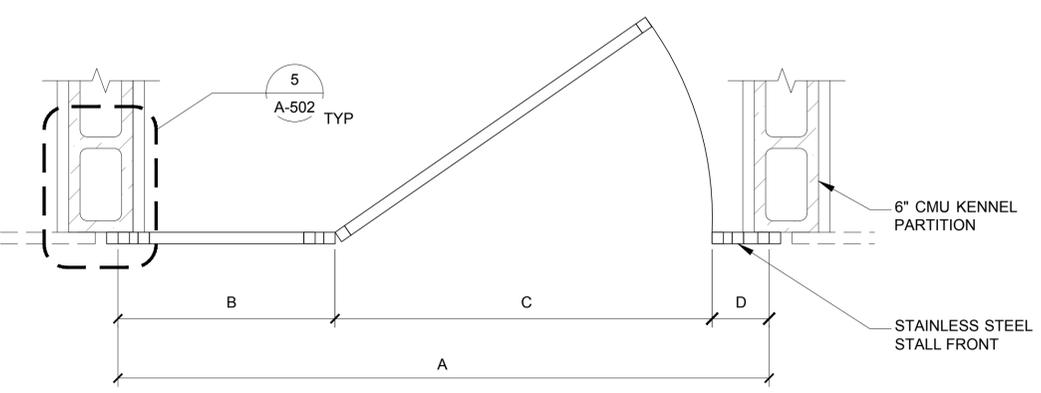
5 STALL FRONT MOUNTING DETAIL
 3" = 1'-0"



4 KENNEL TRANSFER DOOR - PLAN
 1-1/2" = 1'-0"



6 EXHAUST FAN DETAIL
 1-1/2" = 1'-0"

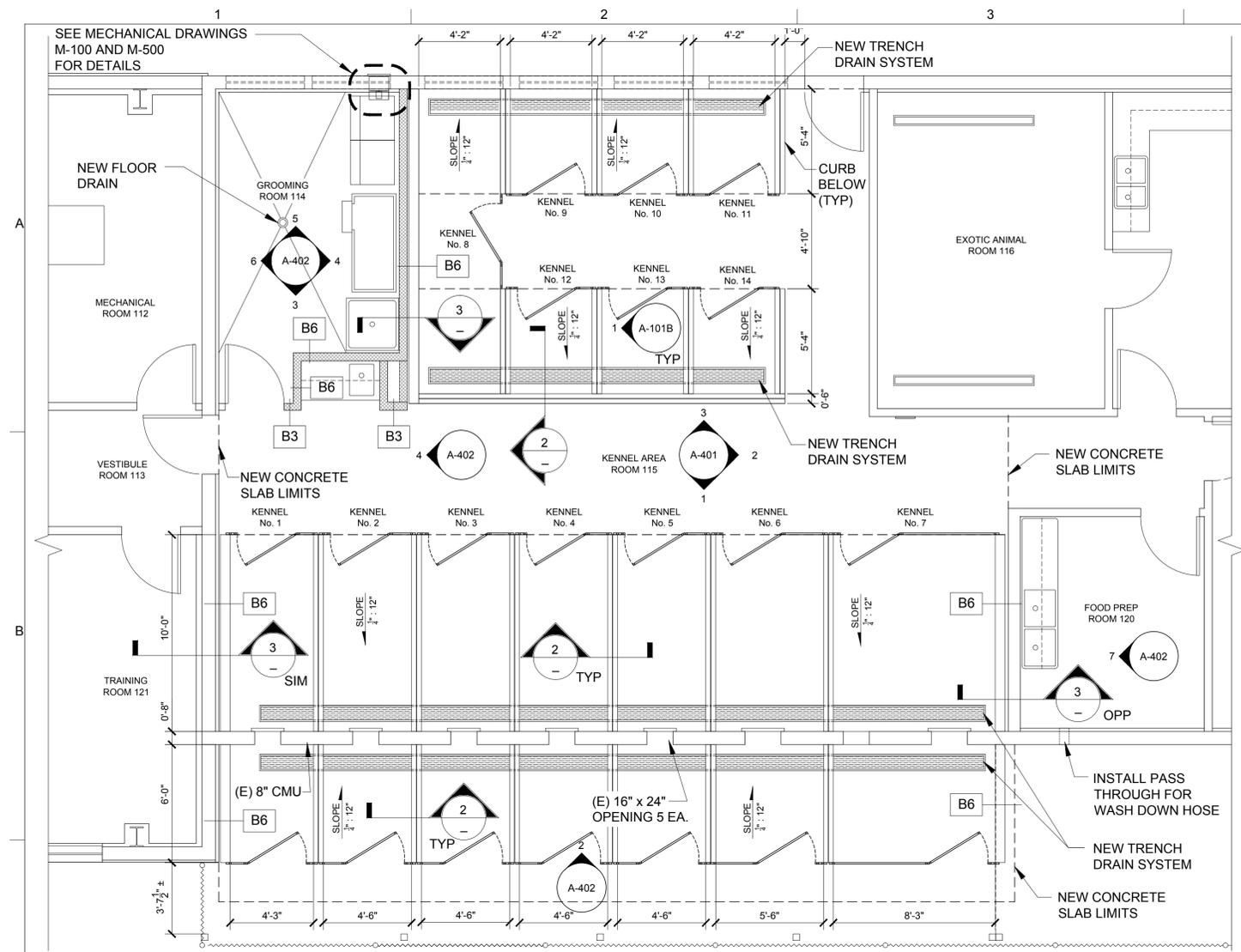


3 KENNEL STALL FRONT - PLAN
 1-1/2" = 1'-0"

KENNEL NUMBER	STALL FRONT DIMENSIONS				REMARKS
	A	B	C	D	
1	4'-6"	1'-4"	2'-9"	0'-5"	
2	4'-9"	1'-7"	2'-9"	0'-5"	
3	4'-9"	1'-7"	2'-9"	0'-5"	
4	4'-9"	1'-7"	2'-9"	0'-5"	
5	4'-9"	1'-7"	2'-9"	0'-5"	
6	5'-9"	2'-7"	2'-9"	0'-5"	
7	8'-6"	5'-4"	2'-9"	0'-5"	
8	4'-10"	1'-8"	2'-9"	0'-5"	
9	4'-5"	1'-3"	2'-9"	0'-5"	
10	4'-5"	1'-3"	2'-9"	0'-5"	
11	4'-5"	1'-3"	2'-9"	0'-5"	
12	4'-5"	1'-3"	2'-9"	0'-5"	
13	4'-5"	1'-3"	2'-9"	0'-5"	
14	4'-5"	1'-3"	2'-9"	0'-5"	

NOTE: SEE DRAWING A-101 FOR KENNEL LOCATIONS.

NOTE: SEE MECHANICAL DRAWINGS M-100 AND M-500 FOR DETAILS.



KENNEL FLOOR PLAN - BID ALTERNATE 1

1/4" = 1'-0"



SHEET NOTES

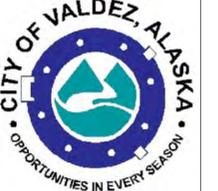
- BID ALTERNATIVE 1 SUBSTITUTES PILE-FABRICATED KENNEL PANELS IN LIEU OF CMU PARTITIONS TO SEPARATE KENNELS.
- SEE PLANS AND DETAILS THIS SHEET AND REFER TO SPECIFICATIONS FOR PRODUCT INFORMATION.

GENERAL NOTES

- ALL DIMENSIONS ARE IN FEET/INCHES, UON.
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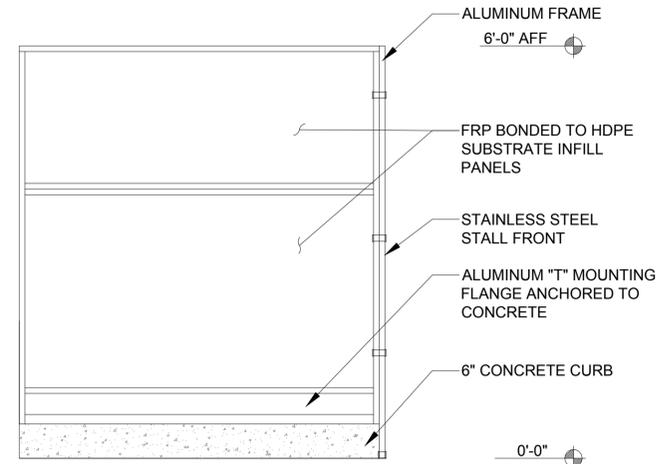
VALDEZ ANIMAL SHELTER
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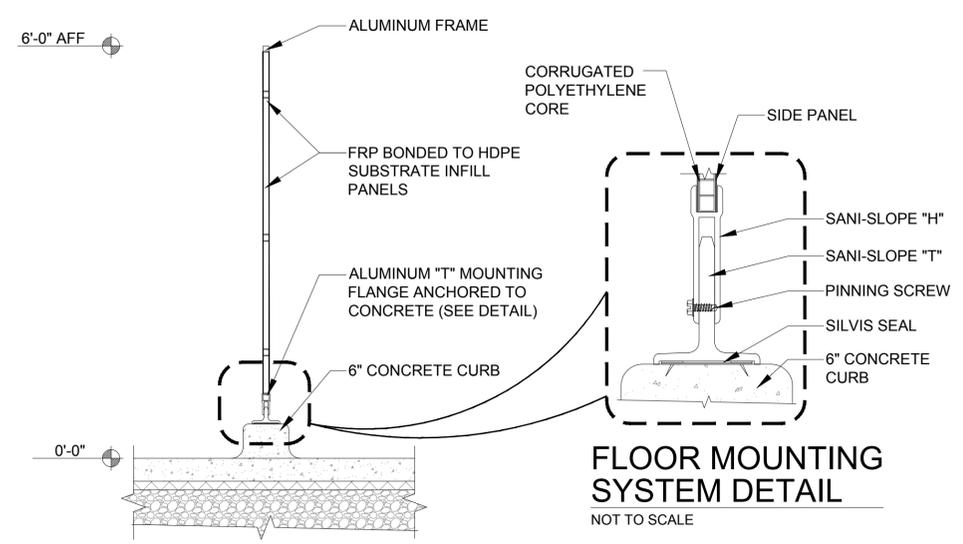
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 CAD DWG FILE: A-101_ALT1.DWG
 DRAWN BY: J. MONROY
 CHECKED BY: P. LANGLEY
 PROJECT NUMBER: 167167
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SHEET TITLE
 ARCHITECTURAL
 KENNEL FLOOR PLAN
 NEW LAYOUT
 ALTERNATE 1

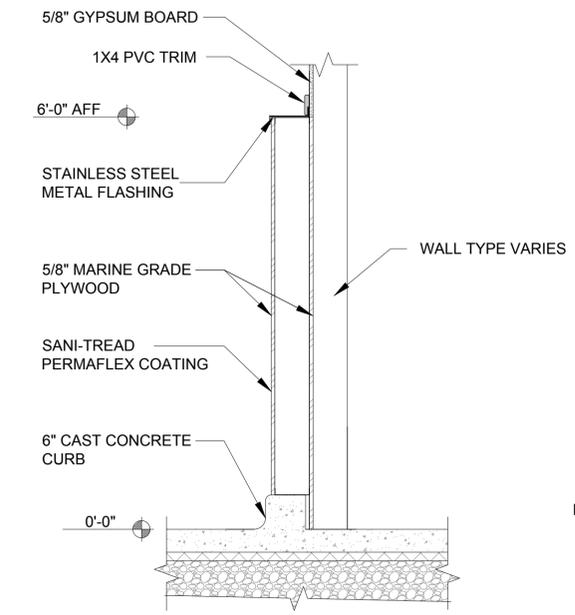
A-101B
 SHEET 14 OF 25



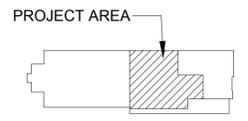
1 ISOLATION PANEL - ELEVATION
 3/4" = 1'-0"
 BID ALTERNATE 1



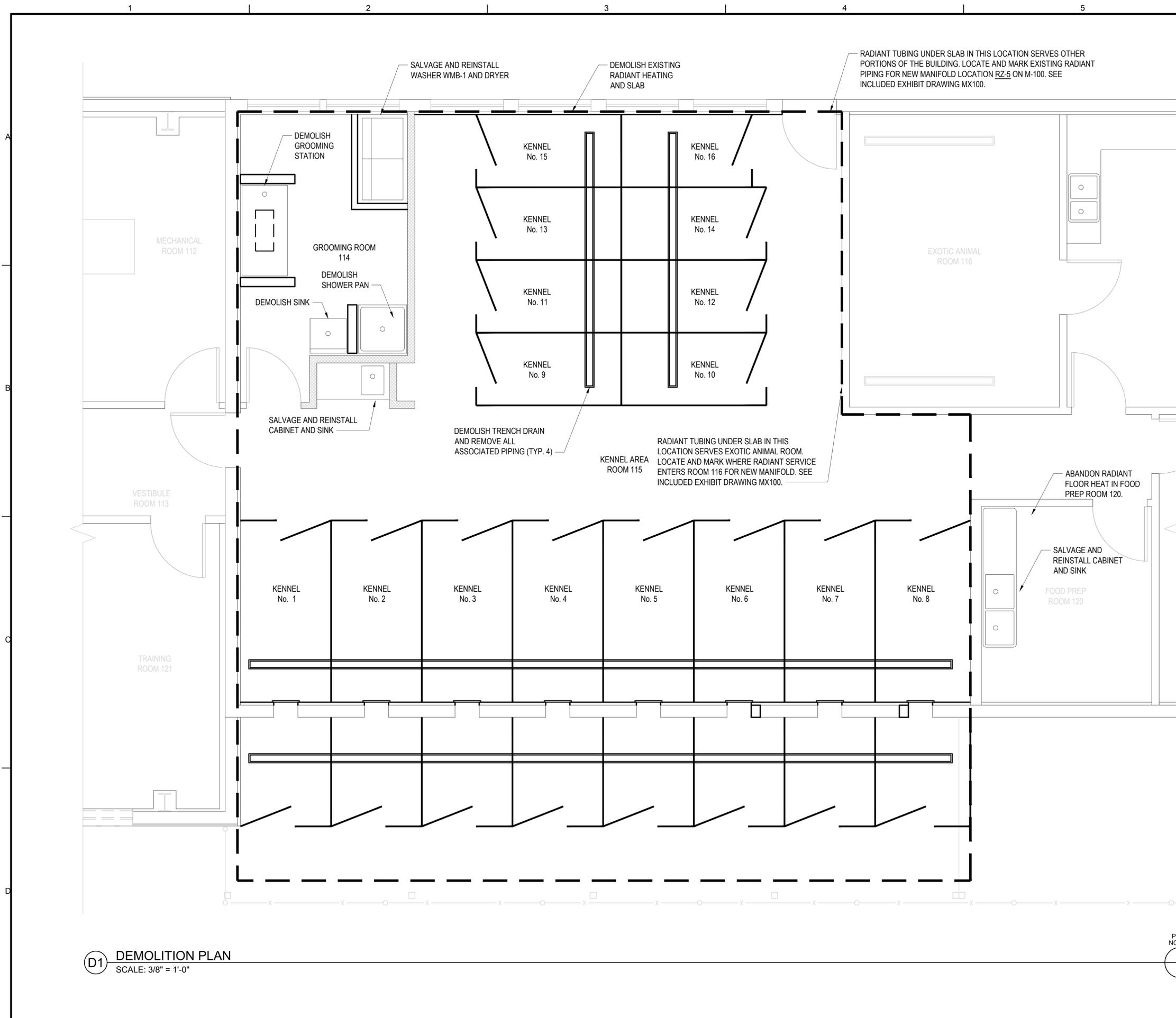
2 ISOLATION PANEL - SECTION
 3/4" = 1'-0"
 BID ALTERNATE 1



3 END WALL - SECTION
 3/4" = 1'-0"
 BID ALTERNATE 1



KEY PLAN
 NOT TO SCALE



SHEET NOTES:

- CONTRACTOR TO FIELD VERIFY ALL CONDITIONS.

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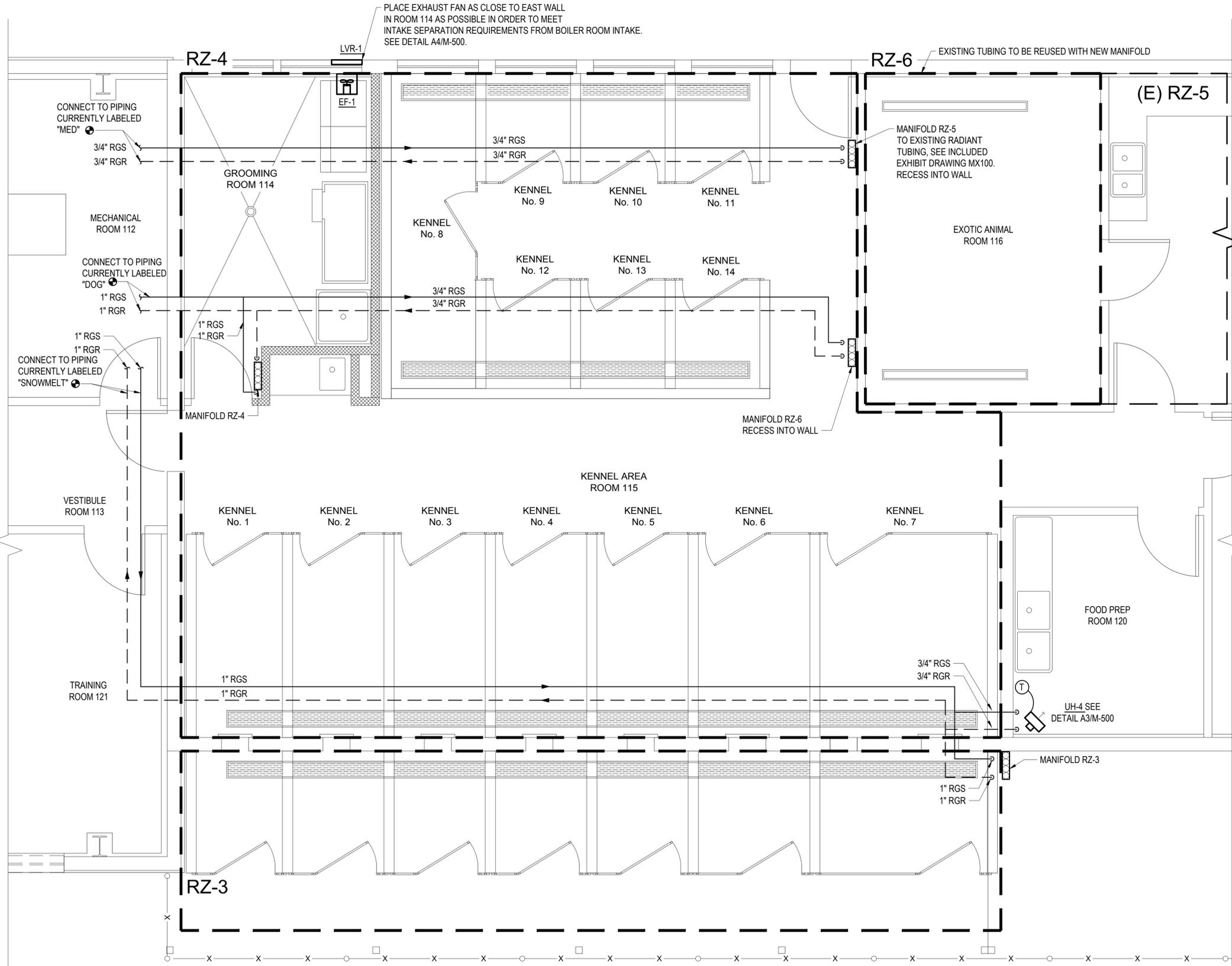
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 CAD DWG FILE: 181839_MD100
 DRAWN BY: ISW
 CHECKED BY: BLL
 PROJECT NUMBER: 181839
 COPYRIGHT:

SHEET TITLE
 MECHANICAL
 DEMOLITION PLAN

MD100
 SHEET 16 OF 25

D1 DEMOLITION PLAN
 SCALE: 3/8" = 1'-0"





SHEET NOTES:

1. ALL PIPING ON THIS SHEET IS ABOVE GRADE.
2. (E) DOOR TO ROOM 114 IS UNDER CUT TO ALLOW FOR MAKEUP AIR TO EF-1.
3. SEE D1/M-501 FOR MECHANICAL ROOM HEATING DIAGRAM.

D1 KENNEL HEATING PLAN
 SCALE: 3/8" = 1'-0"



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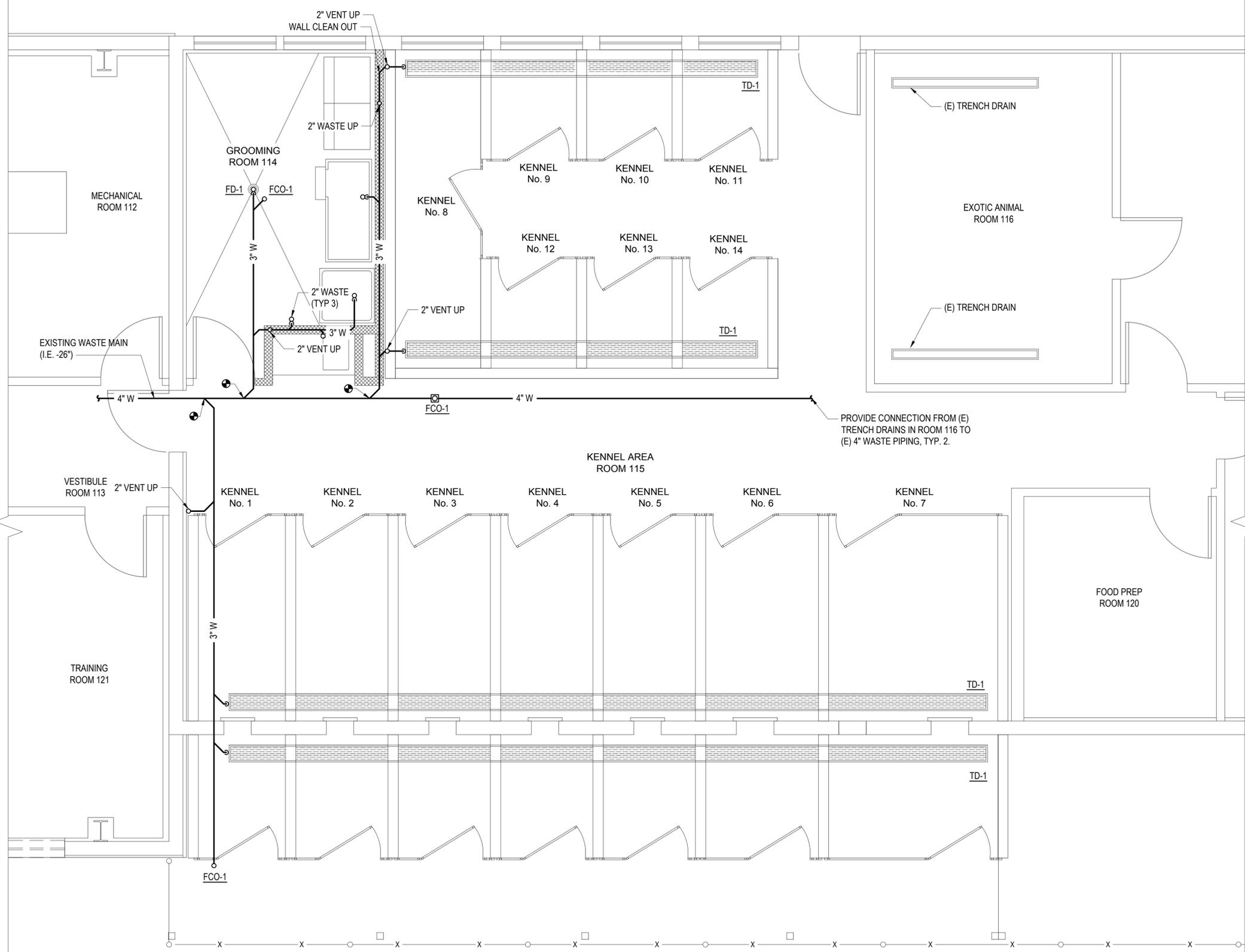
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SHEET TITLE
 MECHANICAL
 KENNEL HEATING PLAN

M-100
 SHEET 17 OF 25



SHEET NOTES:

1. ALL VENTS TO BE COMBINED 3 FEET ABOVE FLOOD LEVEL AND ROUTED TO (E) VTR.
2. DEMOLISH RADIANT HEATING SLAB ON GRADE, RADIANT TUBING, INSULATION, AND ABANDONED-IN-PLACE SLAB UNDER INSULATION AS REQUIRED TO LOCATE EXISTING SEWER PIPE, WHICH IS UNDER THE ABANDONED-IN-PLACE SLAB. INVERT ELEVATION OF SEWER IS EXPECTED TO BE -26" DIRECTLY IN FRONT OF THE MECHANICAL ROOM BASED ON GROUND PENETRATING RADAR. FIELD VERIFY ACTUAL INVERT. SEE PLANS FOR INVERT LOCATION.

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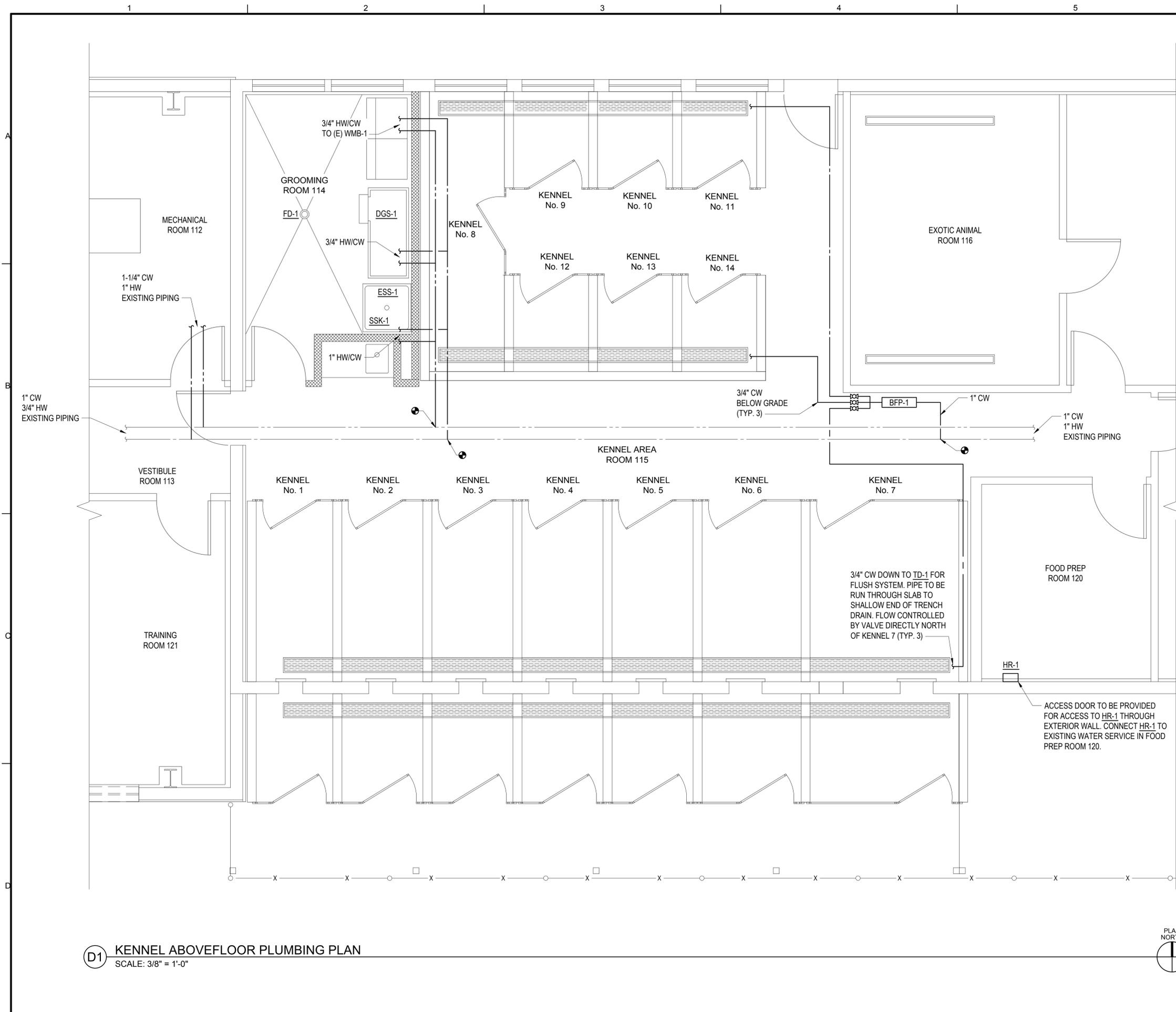
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 DRAWN BY: BLL
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SHEET TITLE
 MECHANICAL
 KENNEL UNDERFLOOR
 PLUMBING PLAN

M-110
 SHEET 18 OF 25

D1 KENNEL UNDERFLOOR PLUMBING PLAN
 SCALE: 3/8" = 1'-0"





SHEET NOTES:

- ROUTE PIPING EXPOSED BELOW CEILING AND COORDINATE WITH EXPOSED DUCTWORK AND STRUCTURAL MEMBERS.
- CONNECT NEW VENTS TO (E) VTR.

D1 KENNEL ABOVEFLOOR PLUMBING PLAN
SCALE: 3/8" = 1'-0"



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OPPORTUNITIES IN EVERY SEASON

VALDEZ ANIMAL SHELTER
KENNEL RENOVATION
VALDEZ, ALASKA

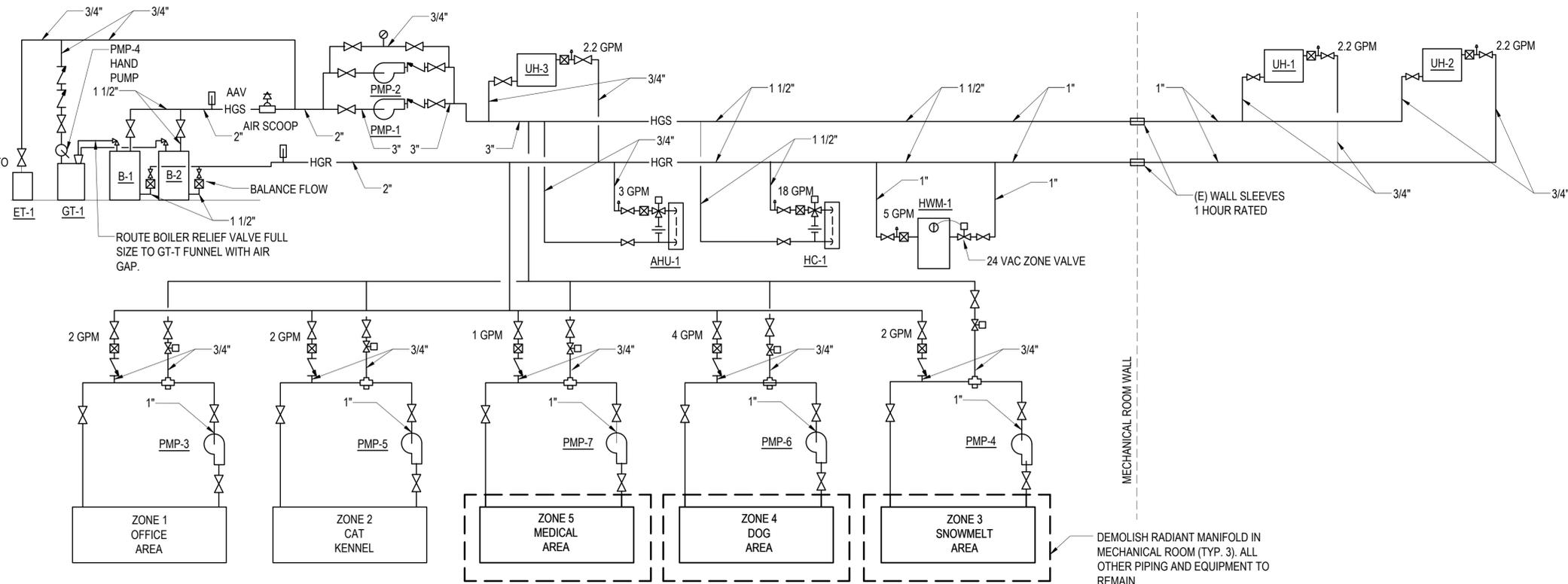
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SHEET TITLE
MECHANICAL
KENNEL ABOVEFLOOR
PLUMBING PLAN

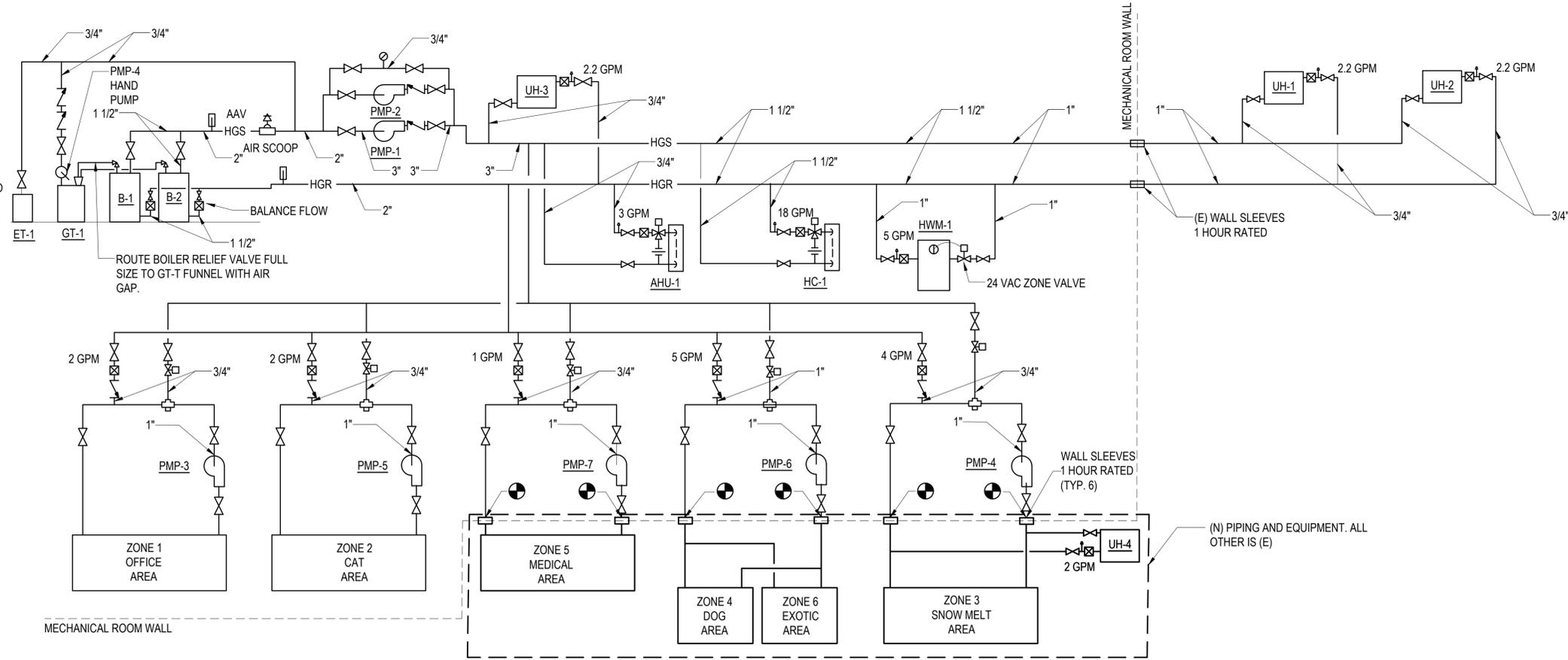
M-111
SHEET 19 OF 25

NOTE: SEISMIC BRACE ET-1 AND GT-1 TO WALL.



B1 DEMO HEATING DIAGRAM
SCALE: NTS

NOTE: SEISMIC BRACE ET-1 AND GT-1 TO WALL.



D1 NEW HEATING DIAGRAM
SCALE: NTS

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SHEET TITLE
MECHANICAL
DIAGRAMS

M-501
SHEET 21 OF 25

UNIT HEATER SCHEDULE

TAG	TYPE	LOCATION	RATED CAPACITY (MBH)	FLUID %/TYPE	EGT (F)	LGT (F)	FLOW (GPM)	EAT (F)	FAN				BASIS OF DESIGN		NOTES
									VOLTS	PHASE	HP OR W	CFM	MFR.	MODEL	
UH-4	HORIZONTAL	FOOD PREP 120	7.4	50 / PG	120	100	1.9	55	120	1	16W	420	STERLING	HS-118A	1

NOTES:
1. RATED CAPACITY BASED ON 20°F DELTA, 120 DEG F EGT AND 50% PROPYLENE GLYCOL SOLUTION. CORRECTION FACTOR OF 0.47.

RADIANT HEAT ZONE SCHEDULE

ZONE	AREA (SF)	OUTPUT BTU/Sq. Ft	TEMPERATURE		# OF CIRCUITS	SPACING O.C. (IN.)	TUBE DIAMETER (IN.)	FLOW (GPM)	PRESSURE DROP MAX. (FT)	BASIS OF DESIGN		NOTES
			SUPPLY (DEGREE F)	DELTA T (DEGREE F)						MFR.	MODEL	
RZ-3	239	30	120	20	-	10	3/4	1.0	15	ZURN	-	1,3
RZ-4	1,202	30	120	20	-	10	3/4	4.0	15	ZURN	-	1,3
RZ-5	500	-	120	20	-	-	-	-	-	ZURN	-	1,2
RZ-6	188	-	120	20	-	-	-	-	-	ZURN	-	1,2

NOTES:
1. PROVIDE 6 IN. O.C. LAYOUT FOR 3 FT. ALONG EXTERIOR WALLS OF ZONE SERVED.
2. EXISTING.
3. NUMBER OF CIRCUITS AND MODEL TO BE DETERMINED BY RADIANT SUPPLIER

FAN SCHEDULE

TAG	LOCATION	SERVES	CFM	ESP (IN. W.C.)	DRIVE	MOTOR				BASIS OF DESIGN		NOTES
						FAN RPM	MOTOR HP OR W	VOLTS	PHASE	MFR.	MODEL	
EF-1	GROOMING 114	GROOMING 114	185	0.375	DIRECT	1717	1/6 HP	120	1	COOK	90SQN17DEC	1

NOTES:
1. PROVIDE WITH WALL MOUNTED, OPERATOR CONTROLLED ON/OFF SWITCH ADJACENT TO ROOM LIGHT SWITCH.

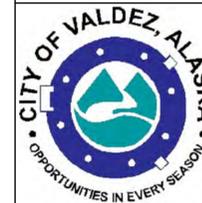
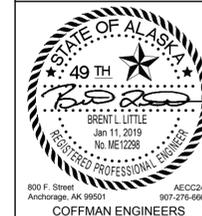
LOUVER SCHEDULE

TAG	LOCATION	SERVES	MANUFACTURER /MODEL	AIR FLOW (CFM)	VELOCITY (FPM)	SIZE (IN)	FREE AREA (SQ.FT.)	SP LOSS (IN WC)	DRAINABLE (Y/N)	BLADE ANGLE	FRAME DEPTH	NOTES
LVR-1	GROOMING 114	EF-1	RUSKIN ELF6375DX	150	485	12"Wx12"H	0.3	0.10	Y	37.5	6"	1

NOTES:
1. PROVIDE WITH 1"x1" BIRD SCREEN.

PLUMBING FIXTURES SCHEDULE

TAG	ITEM	CONNECTIONS				BASIS OF DESIGN		REMARKS
		WASTE	VENT	C.W.	H.W.	MANUFACTURER	MODEL	
FIXTURES								
ESS-1	EMERGENCY SAFETY STATION	-	-	-	1-1/4"	GUARDIAN	G1931	EMERGENCY SAFETY SHOWER AND EYEWASH COMBINATION UNIT. INSTALLED WITH A TV-1 VALVE. MEETS ANSI Z358.1-2009 REQUIREMENTS.
DGS-1	DOG GROOMING STATION	-	-	-	-	HANVEY	60"x27"	-
HR-1	HOSE REEL	-	-	1"	-	HANNAY	1800	MANUAL HOSE REEL, CAM-LOCK DRAG BREAK. 1" FEMALE NPT INLET WITH ISOLATION VALVE, 3/4" FEMALE NPT OUTLELT.
BFP-1	BACKFLOW PREVENTER	-	-	1"	-	WATTS	007	BACKFLOW PREVENTER RATED FOR DOMESTIC WATER PROTECTION FOR NON-POTABLE APPLICATIONS. HORIZONTAL MOUNTING ONLY.
TV-1	TEMPERING VALVE	-	-	1"	1"	GUARDIAN	G3802	THERMOSTATIC MIXING VALVE, RATED FOR DOMESTIC WATER, SUPPLY OUTLET 80 DEG F, ADJUSTABLE. STAINLESS STEEL SURFACE MOUNT ENCLOSURE
DRAINAGE								
ID-1	TRENCH DRAIN	4"	2"	-	-	ZURN	Z882	HDPE TRENCH CONSTRUCTION WITH 12" WIDE REVEAL. SELECT WITH FABRICATED 316 STAINLESS STEEL (FS) SLOTTED GRATE - CLASS A.
FD-1	FLOOR DRAIN	2"	2"	-	-	ZURN	Z415B	FLOOR DRAIN, CAST IRON BODY WITH POLISHED NICKEL BRONZE STRAINER.
SSK-1	SERVICE SINK	2"	2"	-	-	FIAT	ADATN-3636	TERRAZZO SHOWER RECEPTOR. FULLY GROUTED BASE, STAINLESS STEEL DRAIN.
FCO-1	FLOOR CLEANOUT	2"	-	-	-	ZURN	Z1400-HD	FINISHED FLOOR. CAST IRON BODY.



VALDEZ ANIMAL SHELTER
KENNEL RENOVATION
VALDEZ, ALASKA

NO.	DATE	REVISION	BY

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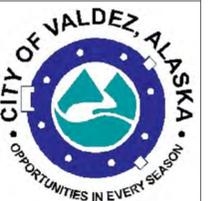
M-600
SHEET 22 OF 25

GENERAL NOTES

1. THE HYDRONIC TUBING LAYOUT IN THIS AS-BUILT PLAN IS APPROXIMATE. THIS LAYOUT IS INTENDED FOR PLANNING USE ONLY. PRECISE FIELD LOCATION OF TUBING WITH INFRARED SURVEY IS REQUIRED PRIOR TO CONCRETE CUTTING.

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VALDEZ ANIMAL SHELTER
 KENNEL RENOVATION
 VALDEZ, ALASKA

NO.	DATE	REVISION	BY
			JAP/VD

CLIENT PROJECT: 16-350-1606
 CAD DWG FILE: MX100.DWG
 DRAWN BY: J. MONROY
 CHECKED BY: P. LANGLEY
 PROJECT NUMBER: 167167
 COPYRIGHT: MICHAEL BAKER INTERNATIONAL

SHEET TITLE
 ARCHITECTURAL
 EXISTING
 RADIANT TUBING
 EXHIBIT

MX100
 SHEET 23 OF 25

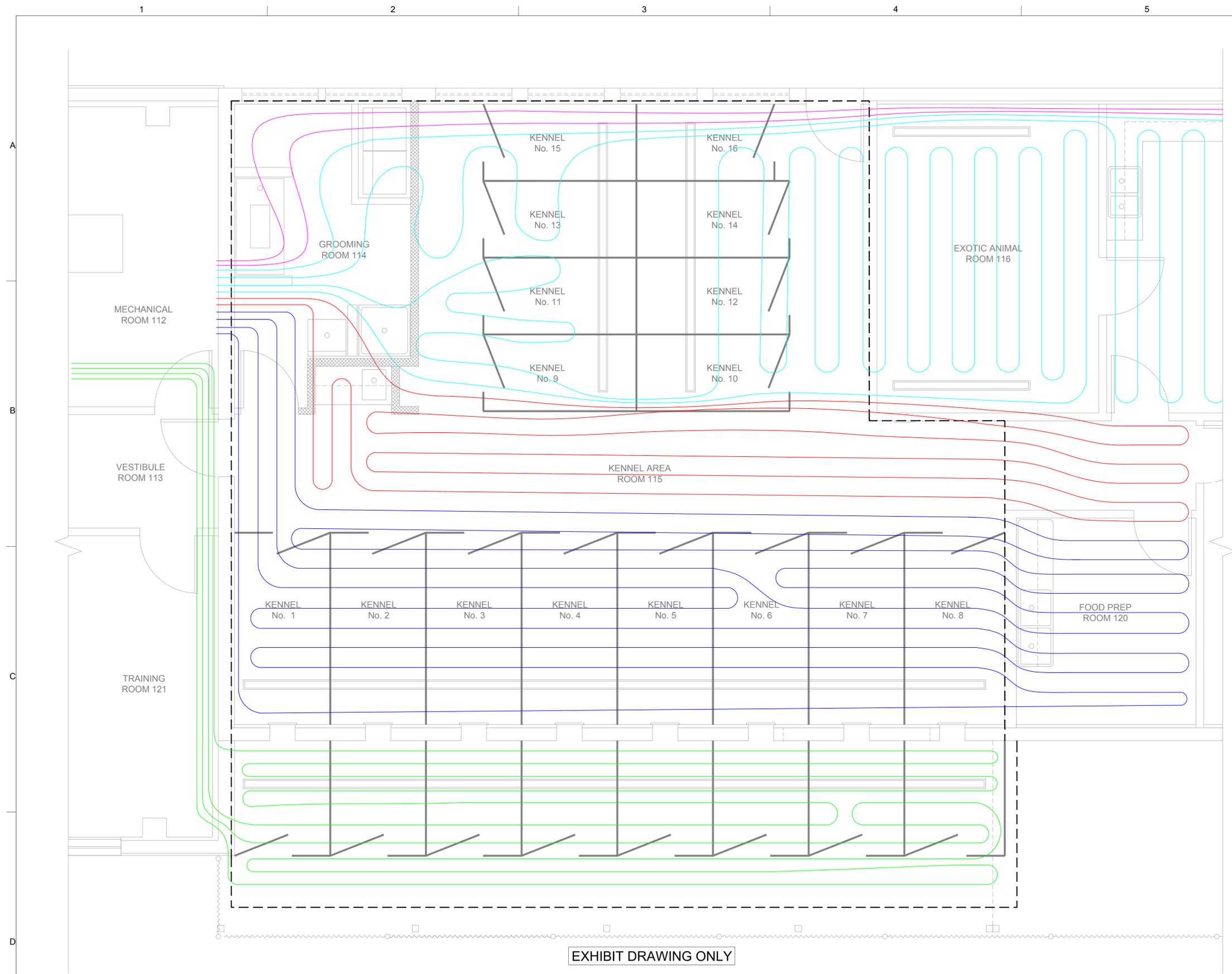
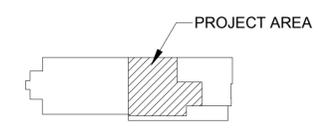
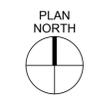
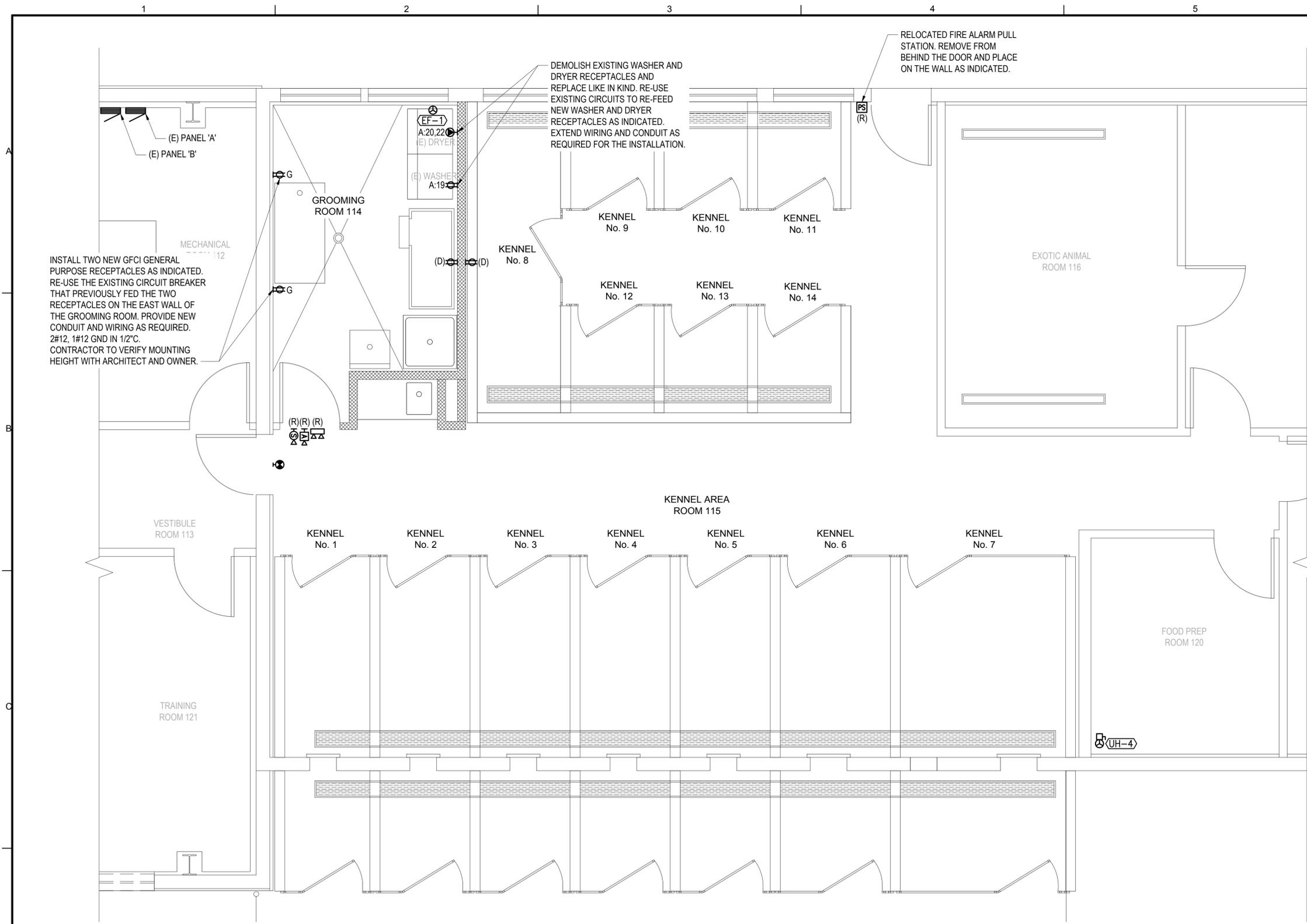


EXHIBIT DRAWING ONLY

1 EXISTING RADIANT TUBING
 3/8" = 1'-0"



KEY PLAN
 NOT TO SCALE



LEGEND:

- ⊕ DUPLEX RECEPTACLE
- G - GROUND FAULT CIRCUIT INTERRUPTER
- ⊕ SPECIAL PURPOSE RECEPTACLE
- X:X CIRCUIT IDENTIFIER (PANEL:CIRCUIT NUMBER)
- XXX MECHANICAL EQUIPMENT TAG - REFER TO EQUIPMENT CONNECTION SCHEDULE ON THIS SHEET.
- ⊕ SURFACE MOUNT ELECTRICAL PANEL - REFER TO PANEL SCHEDULES ON E-600
- ⊕ EQUIPMENT CONNECTION
- ⊕ FIRE ALARM HORN/STROBE
- ⊕ WALL-MOUNTED SPEAKER
- ⊕ EMERGENCY LIGHT
- ⊕ FIRE ALARM PULL STATION
- ⊕ EXIT SIGN
- (E) EXISTING
- (D) DEMOLISH
- (R) REMOVE & RE-INSTALL

SHEET NOTES:

1. THE ELECTRICAL INSTALLATION SHALL COMPLY WITH THE CURRENT NATIONAL ELECTRICAL CODE, STATE AND LOCAL AMENDMENTS, AND NECA STANDARDS OF INSTALLATION.
2. ALL ELECTRICAL EQUIPMENT AND MATERIALS SHALL BE LISTED AND LABELED FOR THEIR INTENDED APPLICATION BY A NATIONALLY RECOGNIZED TESTING LABORATORY ACCEPTABLE TO THE AUTHORITY HAVING JURISDICTION.
3. EXISTING EQUIPMENT INFORMATION SHOWN ON THESE DRAWINGS SHOULD BE FIELD VERIFIED. CONFIRM NEW EQUIPMENT LOCATIONS WITH OWNER AND ADJUST AS REQUIRED.
4. CONTRACTOR SHALL DISPOSE OF ALL DEMOLISHED AND UNUSED EQUIPMENT AND MATERIALS OFFSITE IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS.
5. CONTRACTOR SHALL MAINTAIN A RED-LINE SET OF CONSTRUCTION DOCUMENTS DURING CONSTRUCTION. RED-LINE DRAWINGS SHALL BE SUBMITTED TO THE OWNER UPON PROJECT COMPLETION.
6. ALL WIRING WIRING MAY BE THHW/THHN UNLESS NOTED OTHERWISE.
7. THE CONTRACTOR SHALL PROVIDE AND INSTALL AN EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS OR CABLING
8. ALL CONDUIT AND CABLE SHALL BE INSTALLED ORTHOGONAL TO THE STRUCTURE.
9. PROVIDE TYPED, UPDATED PANEL SCHEDULES FOR PANELS MODIFIED BY THIS PROJECT.
10. DRAWINGS ARE SCHEMATIC ONLY AND DO NOT SHOW ALL CONDUIT AND CONNECTIONS BETWEEN RESPECTIVE DEVICES AND FIXTURES. CONTRACTOR SHALL DETERMINE THE EXACT ROUTING OF CONDUIT, CABLE, AND WIRING CONNECTIONS BETWEEN RESPECTIVE DEVICES AND FIXTURES FOR A COMPLETE AND OPERATIONAL SYSTEM.

LOAD STATEMENT:

THE EXISTING BUILDING SERVICE IS A 208/120V, 225A, 3 PHASE, 4-WIRE SERVICE THAT FEEDS TWO 208/120V, 225A DISTRIBUTION PANELS. THE TOTAL CONNECTED LOAD ON BOTH PANELS EQUALS 205A.

NEW LOADS INCLUDE A 1/2 HP EXHAUST FAN AND A 16W UNIT HEATER. THIS WILL ADD 5A TO THE BUILDING RESULTING IN A TOTAL CONNECTED LOAD OF 210A.

THE EXISTING 225A SERVICE IS ADEQUATE FOR THIS INSTALLATION.



EQUIPMENT CONNECTION SCHEDULE

TAG	DESCRIPTION	LOCATION	VOLTS/PH	CONT.	LOAD	PANEL	CKT	BREAKER	FEEDER
EF-1	EXHAUST FAN	GROOMING RM 114	120/1	SW	1/6 HP	B	36	20A/1P	1/2"C, 2#12, 1#12 GND
UH-4	UNIT HEATER	FOOD PREP RM 120	120/1	D	16W	B	38	20A/1P	1/2"C, 2#12, 1#12 GND

CONTROLLER LEGEND: D = DISCONNECT, C = COMBINATION MOTOR STARTER/DISCONNECT, SW = SWITCH, INT = INTEGRAL

1 KENNEL PLAN
SCALE: 3/8" = 1'-0"



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STATE OF ALASKA
49 TH
LOGAN R. HANES
Jan 11, 2019
No. EE12048
REGISTERED PROFESSIONAL ENGINEER

830 F Street
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CITY OF VALDEZ, ALASKA
OPPORTUNITIES IN EVERY SEASON

VALDEZ ANIMAL SHELTER
KENNEL RENOVATION
VALDEZ, ALASKA

NO.	DATE	REVISION	BY

CLIENT PROJECT: 16-350-1606
CAD DWG FILE: 181839_E-100
DRAWN BY: DMN
CHECKED BY: LRH
PROJECT NUMBER: 181839
COPYRIGHT:

SHEET TITLE
ELECTRICAL
KENNEL PLAN

E-100
SHEET 24 OF 25

PANEL	PANEL 'A'	208/120V 3 PHASE, 4 WIRE	MOUNTING: SURFACE
LOCATION	MECHANICAL ROOM	225 AMP BUS MAIN LUGS ONLY	GRND BUS: EQUIPMENT
SPECIAL			SHORT CKT: 10 KAIC SCCR

C T	NOTES	CIRCUIT DESCRIPTION	LOAD (AMPS)			BKR TRIP	POLES	WIRE SIZE	CKT NO	BUS	CKT NO	WIRE SIZE	POLES	BKR TRIP	LOAD (AMPS)			CIRCUIT DESCRIPTION	NOTES	C T
			A	B	C										A	B	C			
2		OUTSIDE RECEPTACLES	5			20	1	12	1	A	2	12	1	20	3			AFTER HOURS DROP, ENTRY		2
2		LOBBY DESK		5		20	1	12	3	B	4	12	1	20		8		LOBBY		2
2		FVAS CLOSET, MAIN HALL			6	20	1	12	5	C	6	12	1	20		6		BREAK ROOM 'A'		2
2		CAT HOLDING, JANITOR CLOSET	5			20	1	12	7	A	8	12	1	20	8			BREAK ROOM 'B'		2
2		BREAK ROOM 'C'		5		20	1	12	9	B	10	12	1	20		3		RESTROOM, MECH RM. RECEPTACLES		2
3		TELEPHONE BKBOARD (ABANDONED?)			3	20	1	12	11	C	12	12	1	20		9		WOLF DEN		2
2		PUPPY PALACE	6			20	1	12	13	A	14	12	1	20	6			CAT PREP 'A'		2
2		CAT PREP 'B'		8		20	1	12	15	B	16	12	1	20		9		ACI OFFICE		2
2		CAT KENNELS			9	20	1	12	17	C	18	12	1	20		11		CATTERY MAIN, CAT PREP 'C'		2
4	1	WASHER	10			20	1	12	19	A	20	10	2	30	24			DRYER		4
2		QUARANTINE RM, EDUCATION RM 'A'		8		20	1	12	21	B	22				24			" "		2
2		ED ROOM GFI			6	20	2	12	23	C	24	12	1	20		9		GROOMING ROOM, DOG KENNEL		2
		" "	6						25	A	26	12	1	20	8			EDUCATION RM 'B'		2
		SPACE							27	B	28							SPACE		
2		INCINERATOR RM, GARAGE 'A'			3	20	1	12	29	C	30	12	1	20		8		EDUCATION RM 'C'		2
2		DOG PREP 'A'	5			20	1	12	31	A	32	12	1	20	5			GARAGE 'B'		2
3		DOG PREP DISHWASHER RECEPT		12		20	1	12	33	B	34	12	1	20		3		DOG PREP 'B'		2
2		DOG PREP 'C'			8	20	1	12	35	C	36	12	1	20		10		GARAGE DOOR OPENER		4
4		INCINERATOR	23			30	3	10	37	A	38	12	1	20				SPARE		
		" "			23				39	B	40	12	2	20		6		ED ROOM REC		2
		" "			23				41	C	42					6		" "		
TOTAL			58	59	58										54	52	58	TOTAL		

TOTAL CONNECTED AMPS: A: 112 B: 112 C: 116

B	CATEGORY (CT)	CONNECTED LOAD (KVA)			NEC DEMAND FACTOR	NEC DEMAND LOAD (KVA)	NOTES:
		THIS PNL	FED THRU	TOTAL			
1	LIGHTING				100%		1. RECONNECT EXISTING CONDUCTORS
2	RECEPTACLES	22		22	50% OVER 10 KVA	16	
3	EQUIPMENT (CONTINUOUS)	2		2	100%	2	
4	EQUIPMENT (NON-CONTINUOUS)	16		16	100%	16	
5	MOTORS No Motors				100%		
6	NO DIVERSITY				100%		
7	NOT USED				100%		
TOTAL KVA		40		40		34	

NEC 215.2 MINIMUM FEEDER RATING: 94

PANEL	PANEL 'B'	208/120V 3 PHASE, 4 WIRE	MOUNTING: SURFACE
LOCATION	MECHANICAL ROOM	225 AMP BUS MAIN LUGS ONLY	GRND BUS: EQUIPMENT
SPECIAL			SHORT CKT: 22 KAIC SCCR

C T	NOTES	CIRCUIT DESCRIPTION	LOAD (AMPS)			BKR TRIP	POLES	WIRE SIZE	CKT NO	BUS	CKT NO	WIRE SIZE	POLES	BKR TRIP	LOAD (AMPS)			CIRCUIT DESCRIPTION	NOTES	C T
			A	B	C										A	B	C			
1		CATTERY	11			20	1	12	1	A	2	12	1	20	11			CAT PREP, PUPPY PALACE, WOLF DEN		1
1		ACI, CAT HOLDING, BREAK RM, MECH		13		20	1	12	3	B	4	12	1	20		12		ENTRY, LOBBY, MAIN HALL		1
1		GROOM RM, DOG KENNEL 'A'			16	20	1	12	5	C	6	12	1	20		9		DOG KENNEL 'B'		1
1		KENNEL EXTERIOR LIGHTS	10			20	1	12	7	A	8	12	1	20	9			INCINERATOR RM, GARAGE		1
3		UNIT HEATER 1 (GARAGE)		2		20	1	12	9	B	10	12	1	20		12		EDUCATION RM		1
1		QUARANTINE RM, DOG PREP			7	20	1	12	11	C	12	12	1	20		10		CIRCULATING FAN		3
3		CIRCULATING PUMP #2	7			20	3	12	13	A	14	12	3	20	2			EXHAUST FAN 1		3
		" "		7					15	B	16				2			" "		
		" "			7				17	C	18				2			" "		
3		FIRE ALARM CONTROL PANEL	2			20	1	12	19	A	20	12	3	20	3			SUPPLY FAN 1		3
3		UNIT HEATER 2 (INCINERATOR RM)		2		20	1	12	21	B	22				3			" "		
3		CIRCULATING PUMP #1			7	20	3	12	23	C	24				3			" "		
		" "	7						25	A	26	12	1	20	1			LIGHTING CONTACTOR		1
		" "		7					27	B	28	12	1	20		5		DEC PANEL		3
		SPARE				20	1	12	29	C	30	12	1	20		2		MECHANICAL RM RECEPTACLE		2
3		CIRCULATING PUMPS #3-7	16			20	1	12	31	A	32	12	1	20	10			EXTERIOR LIGHTING FRONT		1
3		BOILER #1 & #2		12		20	1	12	33	B	34	12	1	20		10		EXTERIOR LIGHTING REAR		1
3		AIR HANDLING UNIT			7	20	1	12	35	C	36	12	1	20		4		EXHAUST FAN EF-1		3
		SPACE							37	A	38	12	1	20	1			UNIT HEATER UH-4		3
		SPACE							39	B	40							SPACE		
		SPACE							41	C	42							SPACE		
TOTAL			53	43	44										38	45	31	TOTAL		

TOTAL CONNECTED AMPS: A: 91 B: 88 C: 75

D	CATEGORY (CT)	CONNECTED LOAD (KVA)			NEC DEMAND FACTOR	NEC DEMAND LOAD (KVA)	NOTES:
		THIS PNL	FED THRU	TOTAL			
1	LIGHTING	16		16	100%	16	1. NEW LOAD, NEW CIRCUIT BREAKER
2	RECEPTACLES	0		0	50% OVER 10 KVA	0	
3	EQUIPMENT (CONTINUOUS)	15		15	100%	15	
4	EQUIPMENT (NON-CONTINUOUS)				100%		
5	MOTORS Largest Motor 2 HP				100%	1	
6	NO DIVERSITY				100%		
7	NOT USED				100%		
TOTAL KVA		30		30		31	

NEC 215.2 MINIMUM FEEDER RATING: 107

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CITY OF VALDEZ, ALASKA
 OPPORTUNITIES IN EVERY SEASON

VALDEZ ANIMAL SHELTER
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BY	APVD
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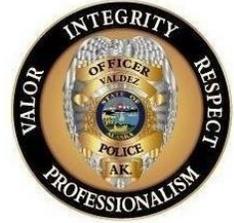
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SHEET TITLE
 ELECTRICAL
 PANEL SCHEDULES

E-600
 SHEET 25 OF 25



Valdez Animal Control



Temporary Animal Housing Options

Summary: After consideration of all available options and lack of a permanent structure, Animal Control is moving forward with Option 1 as described below. This is due to cost and operational viability.

Option 1: Rental of contractor supplied temporary, secure shelter on-site

Cost: Utilizing two (2) 40' trailers at \$2000 per month plus one time electrical hook up cost of \$800. $2000 \times 6 = \$12,000 + \$800 = \$12,800$.

Pros:

- On site and close to existing facility for better customer service and preventing public from traveling between 2 sites for any given need.
- Protective Custody/Impounded animals will have legally required secure housing.
- Exotic animals do not need to be relocated or euthanized.
- Suitable temporary housing for wildlife, sick/injured animals, puppies is on-site.
- Adoptable dogs remain on-site and accessible to general public increasing adoption chances.
- All kennel operations can be done by existing staff.
- Animals that require medications and/or special handling can be done by current staff.

Cons:

- Temporary Shelter – no future return on investment (same as option #1).
- Possible damage from animals to temporary shelter may increase overall cost.
- Increased cleaning/maintenance time for staff due to nature of housing.

Option 2: Temporary housing at local commercial, licensed boarding facility for appropriate dogs as well as fostering appropriate dogs to the general public, and the adoption/euthanization of exotic animals currently being housed in the education room.

Cost: Unable to confirm at this time.

Estimated assumed Costs: \$20 per day per kennel with 8 minimum required = \$160 per day X 30 days = \$4,800 per month estimated. \$4,800 X 6 = \$28,800

Pros:

- Fostering is cost effective when there is enough community support.
- No temporary shelter required for appropriate animals.
- If utilizing local commercial kennel, supports local business.
- Dissemination of Education Room/animals would save money.

Cons:

- No contingency for housing animals designated in protective custody or impounded dogs (animals are considered evidence and must only be cared for by Animal Control Staff while awaiting Court or when impounded).
- No contingency for housing surrendered or impounded exotic animals.
- Although utilizing local business, may prevent general public from using kennels during peak season when kennels are typically already full.
- No contingency for housing litters of puppies that may be surrendered. They require 24 hour access, increased maintenance and care including adequate sanitization requirements.
- No contingency for housing sick/injured dogs/animals even temporarily housing sick animals due to sanitization and/or quarantine requirements.
- Increased staff requirement for care of sick/injured animals' off-site if suitable housing is found.
- Exotic animals may need to be relocated or euthanized. Care and housing of the exotic animals (currently 4 species of reptiles and 4 species of parrot) are costly, delicate and require advanced training. Stress affects these exotic animals differently and signs of illness need to be monitored by trained staff after moving them. Due to danger of illness/injury, fostering is not appropriate for these animals.
- No contingency for housing wildlife (specifically birds of prey) while awaiting transfer to rehabilitation centers.
- Appropriate, adoptable dogs are not easily accessed to general public (adoption process may take much longer, increasing cost of care).
- Due to lack of ability to perform regular behavioral assessments, staff will not be able to identify concerns for proper placement and adoptability.
- Potential loss of volunteers due to inaccessibility of animals for walking and exercising.



Legislation Text

File #: ORD 19-0002, **Version:** 1

ITEM TITLE:

19-02 - Amending Chapter 8.20 of the Valdez Municipal Code Related to Nuisances. Second Reading. Adoption.

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: N/A
Unencumbered Balance: N/A
Funding Source: N/A

RECOMMENDATION:

Approve Ordinance #19-02. Second reading. Adoption.

SUMMARY STATEMENT:

New language appears as redline text and deleted language is demonstrated using strikethrough.

At a work session held on March 19th the city council reviewed the proposed amendments to Chapter 8.20 regarding Nuisances and suggested no changes. The code enforcement officer also produced his plan for implementation.

No changes were made to the ordinance language on April 2nd during the first reading, public hearing. The ordinance is now presented to council for second reading, adoption.

CITY OF VALDEZ, ALASKA

ORDINANCE NO. 19-02

AN ORDINANCE OF THE CITY OF VALDEZ, ALASKA AMENDING
CHAPTER 8.20 OF THE VALDEZ MUNICIPAL CODE RELATING TO
NUISANCES

WHEREAS, the following amendments to Chapter 8.20 of the Valdez Municipal Code establish regulations related to nuisances within the City of Valdez.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA that the following amendments are made to Chapter 8.20 of the Valdez Municipal Code:

Section 1. Chapter 8.20 of the Valdez Municipal Code is hereby amended to read as follows:

**Chapter 8.20
NUISANCES**

Sections:

- 8.20.010 Definitions
- 8.20.015 Inspection
- 8.20.020 Public Nuisances designated—Acts prohibited.
- 8.20.030 Enumerated—Acts prohibited in all zones.
- 8.20.040 Enumerated—Acts prohibited in all zones except heavy and special industrial.
- 8.20.050 Junk vehicles.
- 8.20.060 Noise.
- 8.20.070 Emission of dense smoke.
- 8.20.080 Escape of soot, cinders, etc.
- 8.20.090 Voluntary compliance agreements.
- 8.20.100 Abatement—Commencement of proceedings.
- 8.20.110 Abatement—Standards to be followed.
- 8.20.120 Abatement—Notice and order.
- 8.20.130 Abatement—Notice and order—Recordation.
- 8.20.140 Abatement—Notice and order—Extension of time limit.
- 8.20.150 Abatement—Notice and order—Posting.
- 8.20.160 Abatement—Enforcement of order—Generally.
- 8.20.170 Abatement—Enforcement of order—Procedure—Costs.
- 8.20.180 Abatement—Enforcement of order—Interference prohibited.
- 8.20.190 Abatement—Recovery of costs.
- 8.20.200 Abatement—Appeal.
- ~~8.20.210 Appeal to the planning and zoning commission.~~
- 8.20.220 Appeal to the board of appeals.~~adjustment.~~

- 8.20.230 Appeal to superior court.
- 8.20.240 Summary abatement in emergency.
- 8.20.250 Remedies.
- 8.20.300 Fine Schedule

8.20.010 Definitions

A. "Abandoned vehicle" means a motor vehicle left unattended, standing, parked upon or within ten (10) feet of the traveled portion of a public roadway, or a public right-of-way, for a period in excess of forty-eight (48) hours, upon private property without the consent of the owner in excess of twenty-four (24) hours, or upon other public property for more than thirty (30) days without the consent of the owner or person in charge of the property.

B. "Abatement official" shall mean the city manager, planning and zoning department director, fire chief, police chief, code enforcement officer or their designated representatives are authorized to enforce the provisions of this chapter.

C. "Attractive nuisance" shall mean a dangerous thing or condition that may foreseeably attract someone to come onto land, thereby causing a risk to their safety.

D. "Board of appeals" shall mean the Valdez City Council.

E. "Cinders," "dust," "fly ash," "noxious acids," "fumes" and "gases" as used shall mean all matter other than dense smoke, including smoke, cinders, dust and soot formed as the result of the combustion of fuels which are carried in the gas streams so as to reach the external air and which have not been completely consumed by the combustion process.

F. "dB(A)" shall mean a measure of sound pressure level in decibels on the A-weighted scale.

G. "Decibel meter" shall mean an instrument to measure decibels which meets or exceeds American National Standards Institute (ANSI) Section 1.4 or the latest approved revision thereof.

H. "Device" shall mean any mechanism which is intended to produce or which actually produces sound when operated or handled.

I. "Incidental expenses" shall mean expenses associated with nuisance abatement including, but not be limited to, the actual expenses and costs of the city in the preparation of notices, specifications, contracts, overhead and inspection of the work and the cost of printing and mailing required hereunder.

J. "Junk vehicle" means a motor vehicle that:

- a. Is in a condition which exhibits two (2) of the following elements: broken glass; missing wheels or tires; missing body panels or parts; missing drive train parts; or
- b. Is stripped, wrecked or otherwise inoperable due to mechanical failure.

- K. “Noise” shall mean any sound which exceeds the prescribed decibel levels at a time and location described in this section.

- L. “Nuisance” shall mean any violation of the city code including the specific prohibitions set forth in this chapter.

- M. “Responsible party” shall mean any person, persons, corporation, or other legal entity, tenant, or lessee using or occupying a premises that causes, allows, maintains, or permits a nuisance to exist on any property within the City of Valdez.

- N. “Sound-amplifying equipment” shall mean any machine or device for the amplification of the human voice, music or any other sound or noise.

8.20.015 Inspections.

- A. An abatement official may, upon presentation of credentials identifying the abatement official as a city employee, enter upon any affected property at any reasonable time to inspect the same or to perform any act or acts related to the performance of his or her enforcement duties, subject to the procedures below.

- B. Inspections may include or involve the taking of photographs, samples, measurements, surveys, or obtaining other physical evidence, and/or conferring with any person(s) present at the affected property or location, as permitted by law and consistent with legally recognized privacy rights.

- C. If an abatement official has reasonable cause to believe that a condition exists that poses an imminent or immediate threat of harm to persons or property, or to public health, welfare or safety, the abatement official may enter the affected property or location without prior notification to the owner or occupant, subject to privacy and personal property rights and any other applicable provisions of law, including the state and federal constitutions.

- D. In cases where the responsible party or owner of the property refuses to consent to an inspection and where the constitution of the United States or of the state so requires, the abatement officer shall obtain an administrative search warrant authorizing an inspection and exhibit the warrant to the person in charge of the premises before conducting the inspection. The abatement offices shall apply to the trial courts of the state to obtain an administrative search warrant. The application for an administrative search warrant shall state the name and address of the premises to be inspected, the

authority to conduct the inspection, the nature and extent of the inspection, and the facts and circumstances justifying the inspection.

8.20.020 Public Nuisances designated—Acts prohibited.

A. Public Nuisances shall include any violation of the city code including ~~but not be limited to~~ whatever is forbidden by any provision of this chapter. Abatement of nuisances in accordance with the provisions of this chapter is in addition to any other administrative, civil, or criminal remedy permitted by law.

B. It is unlawful and a minor offense punishable by a fine as set forth in the fine schedule provided in Section 8.20.240 to cause, allow, maintain, or permit any nuisance enumerated in this chapter. Violations of this chapter that require mandatory appearance are punishable by a fine of up to the maximum fine amount set out in section 1.08.010. Each day that a violation of this chapter continues shall constitute a separate offense. ~~for any person to commit, create or maintain any public nuisance enumerated in this chapter.~~ (Ord. 11-02 § 1 (part): Ord. 05-05 § 1: prior code § 16-1)

8.20.0320 Enumerated—Acts prohibited in all zones.

The following acts and conditions shall constitute a public nuisance in all zones:

A. Whatever injures or endangers the safety, health, comfort or repose of the public, offends public decency, interferes with, obstructs or renders dangerous any street, highway, navigable lake or stream, or in any way renders the public insecure in life or property;

B. Noise exceeding the prescribed decibel levels set forth in Section 8.20.050;

C. Disposing of any refuse, garbage, manure, waste or other materials except at refuse disposal sites which have been approved and are supervised by the state health officer, or city manager, and which are clearly marked for such purpose;

D. Dumping, abandoning, throwing, scattering or transporting anything in such manner as to cause the littering of any street, alley or public place, or of any private property not his/her own, or as to cause the obstruction of any ditch, drain or gutter, except as permitted in refuse disposal sites under subsection C of this section;

~~E. Knowingly or wantonly operating or causing to be operated any machine, device or apparatus of any kind whatsoever within the corporate limits of the city between the hours of ten a.m. and twelve midnight, the operation of which shall cause reasonably preventable electrical interference in the operation of any radio or television receiving set or with radio or television reception within the city, except that X-ray pictures, examinations or treatment may be made at any time if the machines or apparatus used therefor are properly equipped to avoid all unnecessary or reasonably preventable interference with such radio or television reception, and are not negligently operated;~~

EF. Any well, swimming pool or other dangerous excavation in the earth not completely covered, or guarded by a fence at least eight feet high of either solid panel

or heavy woven-wire construction or by other means of protection, including use of watchmen which shall be fully effective at all times, including night hours;

~~FG.~~ Buildings which are unoccupied and open to ingress and egress and which should be locked up, boarded up or otherwise secured from ingress or egress;

~~GH.~~ Unoccupied buildings in a rotten or warped condition;

~~HI.~~ Broken windows constituting hazardous conditions and inviting trespassers and malicious mischief;

~~IJ.~~ Overgrown vegetation causing detriment to neighboring properties or property values;

~~JK.~~ Dead trees, weeds or debris:

1. Constituting unsightly appearance, or
2. Dangerous to public safety and welfare, or
3. Detrimental to nearby property or property values;

~~KL.~~ Attractive nuisances dangerous to children in cluding but not limited to attractive nuisances in the form of:

1. Abandoned and broken equipment, or
2. Hazardous pools, ponds and excavations, or
3. Neglected machinery, or
4. Abandoned refrigerators, or
5. Abandoned automobiles or cabinets; or

6. Unsafe structures or buildings as defined in Section 15.04.070 (G).

~~LM.~~ Broken or discarded furniture and household equipment in yard areas for unreasonable periods, seven days being prima facie evidence of an unreasonable period;

~~N.~~ Clotheslines in front yard areas;

~~O.~~ Neglect of premises:

1. To spite neighbors, or
2. To influence zone changes, or
3. To cause detrimental effect upon nearby property of property values;

MP. Property including but not limited to building exteriors which is maintained in such condition as to become so defective, unsightly or in such condition of deterioration or disrepair that such property causes appreciable diminution of the use, enjoyment, aesthetic or property values of surrounding property or is materially detrimental to nearby properties and improvements. This includes but is not limited to the keeping or disposing of or scattering over the property or premises of any of the following:

1. Lumber, junk, trash or debris, or
2. Abandoned, discarded or unused objects of equipment such as automobiles, trailers, vehicles, furniture, stoves, refrigerators, freezers, cans or containers, or
3. Stagnant water or excavations, or
4. ~~Any device, decoration, design, fence, structure, clothesline or vegetation which is unsightly by reason of its condition or its inappropriate location;~~

N.Q. Dumping, pumping, placing, throwing or discharging any oil, bilge waters, refuse, garbage, or debris including in ~~Valdez Small Boat Harbor or the waters of Port Valdez within the city;~~

~~R.— Any discarded, abandoned, unattended or used refrigerator, icebox or similar container equipped with an airtight door or lid, snap locks or other locking device which cannot be released from the inside, in a location accessible to children, either outside any building or dwelling or within an unoccupied or abandoned building, dwelling or other structure, without first having removed the door, lid or locking device. This provision applies equally to the owner of any such refrigerator, icebox or similar container, and to the owner or occupant of the premises where the hazard is permitted to remain. (Ord. 14-07 § 1: Ord. 11-02 § 1 (part): Ord. 05-05 § 2: prior code § 16-2)~~

8.20.0430 Enumerated—Acts prohibited in all zones except heavy and special industrial.

The following acts and conditions shall constitute a public nuisance in all zoning districts unless expressly permitted therein ~~zones except industrial:~~

~~A. Trailers, campers, boats and other mobile equipment stored for unreasonable periods in unsheltered front yard areas, thirty days being prima facie evidence of an unreasonable period;~~

AB. Packing boxes and other debris stored in yards and visible from public streets for unreasonable periods, seven days being prima facie evidence of an unreasonable period. (Ord. 11-02 § 1 (part): Ord. 05-05 § 3: prior code § 16-3)

8.20.0540 Junk vehicles.

A. It is unlawful for any person to place any wrecked, junked or abandoned vehicle upon public property not set aside by law as a refuse disposal, or upon any private property, except licensed junk yards., ~~any wrecked, junked or abandoned vehicle.~~

B. It is unlawful for any owner, lessee, agent, tenant or occupant to allow or permit any wrecked, junked or abandoned vehicle to remain on any property owned or controlled by him, except licensed junk yards., ~~any wrecked, junked or abandoned vehicle.~~

C. Any violation of subsection A or B of this section shall constitute a ~~public~~ nuisance. The costs of abatement may be charged or assessed by the city council as provided by Section 8.20.150(B) against any or all of the following:

1. The vehicle;
2. The registered owner of the vehicle;
3. Any person who has acquired the right to possession of the vehicle from or through the registered owner;
4. Any person in violation of subsection A or B of this section;
5. The owner, lessee, agent, tenant or person in control of the property where the vehicle was situated at the time of the notice to abate.

D. As used in this section:

1. “Abandoned vehicle” means a motor vehicle left unattended, standing, parked upon or within ten (10) feet of the traveled portion of a public roadway, or a public right-of-way, for a period in excess of forty-eight (48) hours, upon private property without the consent of the owner in excess of twenty-four (24) hours, or upon other public property for more than thirty (30) days without the consent of the owner or person in charge of the property. ~~The term “abandoned” includes any vehicle which, at the time of the notice of abandonment, cannot be operated as a motor vehicle in compliance with the laws of the state because of mechanical failure or condition.~~

2. “Junk vehicle” means a motor vehicle that: ~~The term “vehicle” means any motor vehicle as defined in this code and includes any body or part of any such motor vehicle.~~

a. Is in a condition which exhibits two (2) of the following elements: broken glass; missing wheels or tires; missing body panels or parts; missing drive train parts; or

b. Is stripped, wrecked or otherwise inoperable due to mechanical failure.

E. A person having upon his premises an abandoned or junk vehicle which is in need only of reasonable repairs and is without available funds to obtain the required license or to make such repairs may apply to the city manager for a permit to keep the vehicle upon the premises. (Ord. 11-02 § 1 (part): prior code § 16-4)

8.20.0650 Noise.

A. Intent. It is the intent of this section to endeavor to provide citizens with an environment free from such excess sounds or noise as may jeopardize their health, welfare and safety, or degrade the quality of life.

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~~B. Definitions. For the purposes of this chapter:~~

~~“dB(A)” shall mean a measure of sound pressure level in decibels on the A-weighted scale.~~

~~“Decibel meter” shall mean an instrument to measure decibels which meets or exceeds American National Standards Institute (ANSI) Section 1.4 or the latest approved revision thereof.~~

~~“Device” shall mean any mechanism which is intended to produce or which actually produces sound when operated or handled.~~

~~“Noise” shall mean any sound which exceeds the prescribed decibel levels at a time and location described in this section.~~

~~“Sound-amplifying equipment” shall mean any machine or device for the amplification of the human voice, music or any other sound or noise.~~

BC. Noise in Residential Districts.

1. General Restriction. It shall be unlawful for any person to use, operate, or emit or permit to be used, operated or emitted any source of sound which produces or reproduces sound either stationary or mobile in such a manner so as to create any sound or noise which exceeds sixty dB(A) during the hours of seven a.m. until ten p.m. or which exceeds fifty dB(A) from ten p.m. until seven a.m. when measured at or within the boundary of the property on which the sound is received.

2. Responsibility for Creation of Noise. Any person creating any such sound or noise as described in this section and/or anyone permitting such a sound or noise to be created in, or emanate from, any premises under his care, custody and control shall be presumed responsible for any such sound or noise.

CD. Exceptions.

1. Emergency and Public Work. Noise or sound created in the performance of public service by governmental agencies or their contractors while performing snow removal services; or emergency work engaged in by persons for the public safety, health or welfare; or to restore property to a safe condition following a public emergency; or work to restore essential public services, including construction activities directly related to the abatement of any emergency, shall not be subject to the provisions of this section.

2. Noises from Authorized Activities. The prohibitions of this section shall not apply to air traffic, parades, cultural events, athletic games, fairs, or functions approved by the city.

3. Sirens, Horns and Whistles. The provisions of this section shall not apply to any siren, whistle, horn or bell used by emergency vehicles or civil defense or used by motor vehicles as warning devices to avoid collisions.

4. Bells or Chimes. The provisions of this section shall not apply to any bell or chimes, or any device for the production or reproduction of the sound thereof, which are associated with a clock or time-keeping device, church or school.
5. Burglar Alarms. The provisions of this section shall not apply to any burglar alarm or security device; provided, however, no burglar alarm or security device shall sound for more than fifteen minutes after being activated.
6. Construction Activity or Equipment. The provisions of this section shall not apply to any construction activity or equipment operated between the hours of seven a.m. and ten p.m.
7. Residential Power Tools and Equipment. The provisions of this section shall not apply to any residential power tools and equipment operated between the hours of seven a.m. and ten p.m.
8. Vessels. The provisions of this section shall not apply to the operation of any boat or vessel.
9. Motor Vehicles. The provisions of this section shall not apply to the normal and usual operation of motor vehicles unless prohibited by state law.
10. Residential/Commercial Snow Removal Activity or Equipment. Noise or sound created in the performance of residential/commercial snow removal by property owners or their contractors.

D.E. Noise on Public Streets Generally. It shall be unlawful for any person to use, operate, or permit to be used or operated in or on a parked or moving motor vehicle any sound-amplifying equipment producing sound that is clearly audible at twenty-five feet or more from the motor vehicle on any public street or right-of-way within city limits.

E.F. Temporary Waiver Permits. If the applicant can show to the city manager or his designee that a diligent investigation of available noise abatement techniques indicates that immediate compliance with the requirements of this chapter would be impractical or unreasonable, a permit to allow exception from the provisions contained in all or a portion of this chapter may be issued, with appropriate conditions to minimize the public detriment caused by such exceptions. Any such permit shall be of as short duration as possible, up to six months, but renewable upon a showing of good cause, and shall be conditioned by a schedule for compliance and details of methods therefor in appropriate cases. ~~Any person aggrieved with the decision of the city manager or his designee may appeal to the city council.~~ (Ord. 11-02 § 1 (part); Ord. 09-06 § 1; Ord. 05-05 § 4; prior code § 16-5)

8.20.0760 Emission of dense smoke.

A. ~~Prohibited—Exceptions.~~ It is unlawful for any person to permit the emission of any smoke from any source that constitutes a nuisance by exposing the public to health risks or interfering with the reasonable enjoyment of private or public property. ~~whatever of a density equal to or greater than that density described as No. 2 on the Ringlemann—~~

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~~Chart. The emission of any such dense smoke is declared to be a public nuisance, and may be summarily abated by the abatement official. This section shall not apply to:~~

B. Exceptions.

This section shall not apply to:

1. **The emission of smoke during temporary maintenance activities for a reasonable amount of time so long as the responsible party has taken all reasonable efforts to minimize the omission of such smoke.** ~~The circumstance when a firebox, furnace, boiler, locomotive or other fuel-consuming device is being cleaned out and a new fire is being built therein, in which event the smoke of a density greater than that described on the Ringlemann Chart shall be permitted for a period of not to exceed six minutes in any single period of sixty minutes;~~
2. Smoke from fires set by or permitted by any official if such fire is set or permission given in the performance of the official duties of such officer, and such fire in the opinion of such officer is necessary:
 - a. For the purpose of the prevention of a fire hazard which cannot be abated by any other means,
 - b. For the instruction of public employees in the methods of firefighting.

~~B. Ringlemann Chart.~~

1. ~~The Ringlemann Chart is a chart which is described in the U.S. Bureau of Mines Information Circular 6888, and on which are illustrated graduated shades of gray for use in estimating the light-obscuring smoke density.~~
2. ~~The Ringlemann number is the number appearing on the Ringlemann Chart described by the observer to the density of smoke emission.~~
3. ~~The use of the chart will be made by placing it at such distance from the observer so that the smoke appears as even shades of coloring or when no white spaces between the lines are visible. Measurements shall be taken at the point of greatest density, which will usually be at the point of emission. Comparison of the smoke and observation with the various shades of the chart will then indicate the density of the smoke. Observation distances shall be not less than one hundred feet nor more than one quarter mile from the smoke observed.~~
4. ~~Where the density or opacity of the smoke as observed falls between two consecutive Ringlemann numbers, the lower Ringlemann number shall be considered the density of the smoke observed. (Ord. 11-02 § 1 (part): prior code § 16-6)~~

8.20.0870 Escape of soot, cinders, etc.

A. Dangers to Public Health.

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1. It is unlawful for any person to permit or cause the escape of such quantities of soot, cinders, noxious acids, fumes and gases in such place or manner as to:
 - a. Be detrimental to any person or the public;
 - b. Endanger the health, comfort and safety of any such person or of the public;
 - c. Cause or have a tendency to cause injury or damage to property or business.
2. The escape of such matter is declared to be a public nuisance and may be summarily abated by the abatement official.

~~B. Definitions. "Cinders," "dust," "fly ash," "noxious acids," "fumes" and "gases" as used in this section shall be considered to be all matter other than dense smoke, including smoke, cinders, dust and soot formed as the result of the combustion of fuels which are carried in the gas streams so as to reach the external air and which have not been completely consumed by the combustion process. (Ord. 11-02 § 1 (part); prior code § 16-7)~~

8.20.090 Voluntary compliance agreements.

The abatement official may enter into a voluntary compliance agreement with a responsible party. The voluntary compliance agreement is a written, signed commitment by the responsible party to abate existing nuisances or code violations. The voluntary compliance agreement shall include the following:

- A. The name and address of the responsible party;
- B. The address or other identification of the location of the violation;
- C. A description of the violation and a reference to the applicable code provisions.
- D. A description of required abatement or corrective action and the date and time within by which compliance must be completed.
- E. An acknowledgment that if the city determines that the terms of the voluntary compliance agreement are not met, the city may impose any remedy authorized by this chapter or other applicable code section(s); and
- F. An acknowledgment that by entering into the voluntary compliance agreement, the responsible party admits that the conditions described in the voluntary compliance agreement existed and constituted a code violation.

8.20.100080 Abatement—Commencement of proceedings.

~~The city manager, community and economic development director, fire chief, police chief or their designated representatives are authorized to enforce the provisions of this chapter. When used in this chapter, "abatement official" shall include these officials or their designated representatives.~~

Whenever the abatement official has inspected any activity, condition or property and has found and determined that such activity, condition or property constitutes a public nuisance, the abatement official may ~~he shall~~ commence proceedings to have the public nuisance abated by rehabilitation, repair or other appropriate action. The procedures set forth in this chapter shall not in any manner limit or restrict the city from enforcing city ordinances or abating public nuisances in any other manner provided by law or by the common law including by citing the responsible party and imposing a fine as provided in 8.20.020. (Ord. 11-02 § 1 (part); Ord. 05-05 § 5: prior code § 16-8)

8.20.110090 Abatement—Standards to be followed.

The abatement official, and the board of appeals if an appeal is taken, shall order the means best calculated to abate wholly the nuisance with the least costs of abatement, and demolition shall not be ordered if repair or removal may accomplish the abatement. (Ord. 11-02 § 1 (part): prior code § 16-9)

8.20.120 Abatement—Notice and order.

A. Issuance—Contents. The abatement official shall issue a notice and order directly to the record owners of the affected property, or the person committing, creating or maintaining the public nuisance. The notice and order shall be approved as to form by the City Attorney and shall contain:

1. The street address and legal description sufficient for identification of the affected property;
2. A ~~The~~ statement that the abatement official has found the property affected with a public nuisance with a brief and concise description of the public nuisance as defined in this chapter;
3. A statement of the action required to be taken as determined by the abatement official to abate the public nuisance by rehabilitation, repair, demolition or other action sufficient to cause the nuisance to be wholly abated;
4. A statement advising that if any required abatement is not commenced or completed within the time specified, the abatement official may either:
 - a. Proceed to cause the necessary work to be done and charge the cost thereof against the property or its owner; or
 - b. As provided by AS 29.25.070, submit to the court an application for action to enjoin the violation. On application for injunctive relief and a finding of a violation or a threatened violation, the superior court shall grant the injunction.
5. Statements advising:
 - a. That any person having record title or legal interests in the property may appeal from the notice and order by filing with the city clerk within fifteen days (unless such abatement will materially affect a building or structure permanently attached to real property, in which case thirty days shall be allowed) from the date of service of such

notice and order an appeal in writing in accordance with the appeal procedure as provided in Sections 8.20.180 through 8.20.210; and

b. Failure to appeal will constitute a waiver of all right to administrative hearing and determination of the order, and will result in the abatement official proceeding with the remedies provided in subsections (A)(4)(a) and (b) of this section.

B. Service of Notice and Order.

1. The notice and order and any amended or supplemental notice and order shall be served upon the record owner and posted on the property affected by the ~~public~~ nuisance, and one copy thereof shall be served on each of the following if known to the abatement official ~~or disclosed from official public records~~:

a. The holder of any mortgage or deed of trust or other lien or encumbrance of record;

b. The owner or holder of any lease of record;

c. The owner of any other estate or legal interest of record in or to the property affected by the ~~public~~-nuisance.

2. The failure of the abatement official to serve any person required to be served shall not invalidate any proceedings herein as to any other person duly served or relieve any such person from any duty or obligation imposed on him by the provisions of this section. No notice is required for abatement of a ~~public~~ nuisance occurring on the public streets and rights-of-way, city properties and parks, or for summary abatement when permitted.

C. Method of Service. Service of the notice and order shall be made upon all persons entitled thereto either personally or by mailing a copy of such notice and order by registered or certified mail, postage prepaid, return receipt requested, to each such person at his address as it appears on the last equalized assessment roll of the city or as known to the abatement official. If no address of any such person so appears or is known to the abatement official, any copies of notice or order shall be so mailed addressed to such person, at the address of the property involved in these proceedings. The failure of any such person to receive such notice shall not affect the validity of any proceedings taken under this section. Service by certified or registered mail in the manner provided in this section shall be effective on the date of mailing.

D. Proof of Service. Proof of service of the notice and order shall be certified to at the time of the service by written declaration under penalty of perjury executed by the person effecting service, declaring the time, date and manner in which service was made. The declaration, together with any receipt card returned as acknowledgement of receipt by certified or registered mail, shall be affixed to the copy of the notice and order retained by the abatement official. (Ord. 11-02 § 1 (part): prior code § 16-10)

8.20.130 Abatement—Notice and order—Recordation.

A. If compliance is not had with the order within the time specified therein, and no appeals are properly and timely filed, the abatement official ~~may~~ shall have filed in the office of the Valdez recording district a certificate describing the property and certifying:

1. That the property is affected by a public nuisance;
2. That the owner and responsible party has been so notified.

B. Whenever the public nuisance has been abated on a property described in the certificate, the abatement official shall file a new certificate with the office of the Valdez recording district certifying that the public nuisance has been abated. (Ord. 11-02 § 1 (part): prior code § 16-11)

8.20.140 Abatement—Notice and order—Extension of time limit.

Upon receipt of an application from the person required to conform to the order and agreement in writing by such person that he will comply with the order if allowed additional time, the abatement official may, at his discretion, grant an extension of time within which to abate the public nuisance, if the abatement official determines that such an extension of time will not create or perpetuate a situation dangerous to life or property. The abatement official's authority to extend time is limited to the abatement of the public nuisance and will not in any way affect or extend the time to appeal his notice and order. (Ord. 11-02 § 1 (part): prior code § 16-12)

8.20.150 Abatement—Notice and order—Posting.

A. Required. Every notice and order of compliance shall, in addition to being served as provided in Section 8.20.100(B), be posted in a conspicuous place upon the affected property.

B. Compliance. No person shall remove or deface any such notice after it is posted until the required abatement has been completed. Any person violating this subsection shall be guilty of a minor offense misdemeanor. (Ord. 11-02 § 1 (part): prior code § 16-13)

8.20.160 Abatement—Enforcement of order—Generally.

A. Violation. After any order of the abatement official or the board of appeals ~~city council, acting as a board of appeals~~, shall have become final, no person to whom any such order is directed shall fail, neglect or refuse to obey any such order. Any such person who fails to comply with any such order shall be guilty of a minor offense misdemeanor. Each day that a violation of this section continues shall constitute a separate offense punishable by a fine of up to the maximum fine set forth in Section 1.08.010.

B. Failure to Obey Order. If, after any order of the abatement official or the ~~city council acting as a board of appeals~~ has become final, any person to whom such order is directed shall fail, neglect or refuse to obey such order, the abatement official may:

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1. Cause such person to be prosecuted under subsection A of this section;
2. Institute any appropriate action to abate such public nuisance under Section 8.20.12000(A)(4)(a) and (b);
3. ~~Do both 1 and 2.~~

C. Failure to Commence Work. Whenever the required abatement is not commenced within fifteen or thirty days, as provided in Section 8.20.100(A)(5)(a), after the notice and order issued under this code becomes effective, the abatement official may, in addition to any other remedy herein provided, cause the public nuisance to be abated with the cost of such abatement to be paid and recovered in the manner and method provided in Section 8.20.170. (Ord. 11-02 § 1 (part): prior code § 16-14)

8.20.170 Abatement—Enforcement of order—Procedure—Costs.

A. Procedure. When any abatement of a public nuisance is to be done pursuant to Section 8.20.16040(C) of this chapter, the abatement official shall issue his order therefor to the director of public works or the director of capital facilities and the work shall be accomplished by city personnel or by private contract under the direction of such director.

~~B. Costs. The costs, including incidental expenses of abatement of such public nuisance, shall be a lien against the property involved or may be made a personal obligation to the property owner, whichever the city shall determine is appropriate. (Ord. 11-02 § 1 (part): prior code § 16-15)~~

8.20.180 Abatement—Enforcement of order—Interference prohibited.

No person shall obstruct, impede or interfere with any officer, employee, contractor or authorized representative of the city or with any persons who own or hold any estate or interest in the premises affected by the public nuisance which has been ordered abated, whenever such officer, employee, contractor or authorized representative of the city, or person having any interest or estate in the affected premises, is performing the necessary acts preliminary or incidental to such work authorized or directed pursuant to Section 8.20.140. (Ord. 11-02 § 1 (part): prior code § 16-16)

8.20.190 Abatement—Recovery of costs.

A. The abatement official shall keep an account of the costs, including incidental expenses, of abating each public nuisance, including each separate lot or parcel of land where the abatement is done, and shall render an itemized report in writing to the city council showing the costs of abatement and manner of abatement of each public nuisance, including any salvage value relating thereto.

B. Upon the completion of the abatement work, the abatement official shall prepare and file with the city clerk a report specifying the work done, itemizing the total cost of the work, the description of the property affected by the public nuisance and the names and addresses of the persons entitled to notice pursuant to Section 8.20.12000(B). Before the report is submitted to the city council, a copy of a report shall be posted for at Ordinance No. 19-02

least five days upon the affected premises, together with a notice of the time when the report shall be heard by the city council.

~~C. The term “incidental expenses” shall include, but not be limited to, the actual expenses and costs of the city in the preparation of notices, specifications, contracts, overhead and inspection of the work and the cost of printing and mailing required hereunder.~~

CD. The costs, including incidental expenses of abatement of such nuisance, shall be a lien against the property involved or may be made a personal obligation to the property owner, whichever the city shall determine is appropriate. shall be recovered as provided in Section 8.20.150(B). All monies recovered for the costs of the abatement shall be paid into the general fund. (Ord. 11-02 § 1 (part); Ord. 96-22 § 1; prior code § 16-17)

8.20.200 Abatement—Appeal.

Any person entitled to service under Section 8.20.12000(B) may appeal from the notice and order or any action of the abatement official concerning abatement of a public nuisance in writing within the time limits set forth in Section 8.20.220. (Ord. 11-02 § 1 (part); Ord. 96-22 § 2; prior code § 16-18)

~~**8.20.190 Appeal to the planning and zoning commission.**~~

~~A.— Filing Limit. An appeal from the notice and order or action of the abatement official in enforcement of this title may be taken to the planning and zoning commission by any person entitled to service under Section 8.20.100(B). The written appeal must be filed within fifteen days (unless such abatement will materially affect a building or structure permanently attached to real property, in which case thirty days shall be allowed) of the notice and order. The appeal must be filed with the office of the city clerk.~~

~~B.— Report. A report concerning each case appealed to the planning and zoning commission shall be prepared by the abatement official and filed with the city clerk. Such report shall state the decision and recommendations of the commission together with reasons for the decision and recommendations. All data pertaining to the case shall accompany the report.~~

~~C.— Stay of Proceedings. The filing of an appeal shall stay all proceedings in the matter until a determination is made by the planning and zoning commission, unless the court issues an enforcement order based on a certificate of imminent peril to life or property. (Ord. 11-02 § 1 (part))~~

8.20.220 Appeal to the city council acting as the board of appeals.~~board of adjustment.~~

The city council shall act as the board of appeals for an appeal of any action of decision of the abatement official.

A. Filing Limit. An appeal from any action or decision of the abatement official ~~planning and zoning commission~~ may be taken by any person or persons entitled to service under Section 8.20.1~~2000~~(B). The appeal shall be in the form of a written statement, and state how the appellant will be affected or aggrieved by the action. The appeal must be filed within fifteen ~~ten~~ days of the date of the action or decision by the abatement official (unless such abatement will materially affect a building or structure permanently attached to real property, in which case thirty days shall be allowed) ~~planning and zoning commission~~. The notice of appeal must be filed with the city clerk.

B. Appeals Hearing. Upon a determination by the city clerk that an appeal is timely filed by a person entitled to service under 8.20.120(B) and the appeal pertains to the subject matter of the underlying action, the city clerk shall schedule an appeals hearing before the board of appeals no sooner than twenty days from the date of the appeal request. The appeals hearing may be scheduled during a regular or special city council meeting as deemed appropriate by the city clerk.

C. Notice of Hearing

1. Form of Notice. A notice of the date, time, and place of the appeals hearing before the board of appeals shall be served on the appellant and shall be titled, "NOTICE OF HEARING," and shall set forth the reasons why a nuisance was declared, the specific city code provisions violated, and the methods of abatement available.

2. Posting and service. The abatement officer, as designated by the city manager, shall cause the notice of hearing to be served upon the owner(s) of the affected premises, and shall cause a copy of the notice to be conspicuously posted on the premises. The notice shall be posted and served at least ten (10) days before the time set for the hearing. Proof of posting shall be made by declaration under penalty of perjury. The method of service of the notice shall be the same as specified in Section 8.20.120(B).

D. Report. A report concerning each case appealed to the board of appeals shall be prepared by the abatement official and filed with the city clerk. Such report shall state the decision and recommendations of the abatement official together with reasons for the decision and recommendations for abating the nuisance. All data and evidence pertaining to the case shall accompany the report.

E. Procedure for Hearing by Board of Appeals. An appeal before board of appeals shall be conducted in accordance with the following procedures:

1. Failure of Appellant to Appear. If an appellant fails to appear in person, the board of appeals may proceed with the hearing.

2. Oath to Be Administered. Anyone testifying before the board of appeals shall be administered an oath prior to giving testimony.

3. Record. The city clerk shall be ex officio clerk of the board of appeals and shall keep verbatim stenographic records or electronic recordings of the board's proceedings, showing the vote of each member on every question and all of the evidence presented.

4. Burden of Proof. The burden of proof rests with the appellant. The city shall make available to the appellant all reasonably pertinent documents requested for presentation of the appeal.

5. Rules of Evidence. The hearing of an appeal shall be conducted informally. The board of appeals shall not be restricted by the formal rules of evidence; however, the chair may exclude evidence irrelevant to the issues appealed. Hearsay evidence may be considered, provided there are adequate guarantees of its trustworthiness and that it is more probative on the point for which it is offered than any other evidence which the proponent can procure by reasonable efforts.

6. General Procedure. Each side shall have a total of no more than thirty minutes to present their case. Each side shall be responsible for dividing their thirty minutes between oral presentation, argument, testimony (including witness testimony), and rebuttal. The board may expand or limit the length of the hearing depending on its complexity, or take other action to expedite the proceedings.

7. Order of Presentation. The appellant shall present argument first. Following the appellant, the abatement officer shall present the city's argument. The appellant may, at the discretion of the chair, make rebuttal presentations directed solely to the issues raised by the abatement officer. The members of the board of appeals may ask questions through the chair of either the appellant or the abatement officer at any time during the hearing.

8. Witnesses and Exhibits. The appellant and the abatement officer may offer oral testimony of witnesses and documentary evidence during the hearing. All testimony before the board of appeals shall be under oath.

9. Decision of board of appeals. At the conclusion of the hearing, the board of appeals shall, based on the information received at the hearing, determine whether the premises, or any part thereof, constitutes a nuisance as defined in the City Code. If a majority of the entire board of appeals finds by a preponderance of the evidence that a nuisance does exist and that there is sufficient cause to rehabilitate, demolish or repair the property constituting the nuisance, the board of appeals issue a written decision setting forth its findings and, if a nuisance is found, ordering the owner or responsible party to abate the nuisance. The decision shall set forth the methods by which abatement may be achieved and deadlines by which the nuisance shall be abated by the owner or person having control or possession of the premises. A written decision of the board of appeals shall constitute a final determination on behalf of the City of Valdez subject to appeal to the superior court.

~~B. Report. A report concerning each case appealed to the board of adjustment shall be prepared by the planning and zoning commission and filed with the city clerk. Such~~

~~report shall state the decision and recommendations of the commission together with reasons for the decision and recommendations. All data pertaining to the case shall accompany the report.~~

F.G. Stay of Proceedings. The filing of an appeal shall stay all proceedings in the matter until a determination is made by the board of appeals ~~adjustment~~, unless the board of appeals or a court issues an emergency enforcement order based on a certificate of imminent peril to life or property or otherwise. (Ord. 11-02 § 1 (part))

8.20.230 Appeal to superior court.

An appeal from any action, decision, ruling, judgment or order of the board of appeals ~~adjustment~~ may be taken by any person or persons entitled to service under Section 8.20.1~~2000~~(B), or any officer, ~~commission~~ or board of the city, to the superior court by filing with the court, with a copy to the city clerk, within thirty days from the date of the action appealed from, a notice of appeal which shall specify the grounds of such appeal. Failure to file the notice of appeal in the manner and time specified shall forfeit any right to appeal. The filing of an appeal shall stay all proceedings in the matter until a determination is made by the court, unless the court issues an enforcement order based on a certificate of imminent peril to life or property. (Ord. 11-02 § 1 (part))

8.20.240 Summary abatement in emergency.

A. General Procedure. The abatement official may proceed with a summary abatement ~~any public nuisance without notice~~ where the abatement official determines that a nuisance is imminently dangerous to the health or safety of the occupants of the property or to the public. The abatement official may only pursue the level of abatement necessary to eliminate the immediacy of the hazard to the health and safety of the occupants or public. ~~in an emergency where the public safety, comfort or repose is seriously annoyed, injured or endangered to the point where immediate action is necessary and notice cannot be timely given. All other abatement proceedings, except the necessity and the manner and method of giving notice, shall apply to the nuisance summarily abated, including the recovery of the costs of the summary abatement.~~

B. Summary Abatement Powers. After taking reasonable measures to contact the responsible party regarding the existence of a nuisance that immediately threatens health or safety and attempting to secure immediate abatement action from the responsible party, the abatement official may exercise the following powers upon finding that summary abatement is appropriate to the extent necessary to protect the health and safety of the occupants or the public:

1. Order the immediate vacation of any tenants and prohibit occupancy until all repairs are completed; or
2. Post the premises as unsafe, substandard or dangerous; or
3. Board, fence or secure the building or site; or
4. Raze and grade that portion of the building or site to prevent further collapse and remove any hazard to the general public; or

Ordinance No. 19-02

Redline indicates additions/strikeout indicates deletions

Page | 19

5. Make any minimal emergency repairs as necessary to eliminate any imminent life safety hazard; or

6. Take any other action as appropriate under the circumstances.

C. Post Abatement Notice. After the summary abatement is completed, the city shall serve the responsible parties with a notice that states:

1. The actions taken by the city and the reasons for the actions;

2. The right to contest the abatement by appealing within ten days of receiving the notice; and

3. A statement of the costs of the abatement and notice of the city's intent to collect.

D. Post Summary Abatement Appeals. If a summary abatement occurs in a manner that causes costs to accrue to the responsible party or materially impacts the responsible party's property rights, the responsible party may appeal the decision for a determination by the board of appeals regarding whether the summary abatement was required. The appeals procedures set forth in this chapter shall apply to a post summary abatement appeal. The city shall bear the burden to show the summary abatement was required by a preponderance of the evidence.

8.20.250 Remedies.

The remedies provided for in this chapter shall be cumulative and in addition to other remedies or procedures provided elsewhere in this code or by common law. In addition, a public nuisance may be abated by the city in a civil action. (Ord. 11-02 § 1 (part): prior code § 16-20. Formerly 8.20.200)

8.20.300 Fine Schedule

The penalty for violations of Chapter 8.20 shall be as reflected in the fine schedule set forth in this section. Court appearance is optional upon citation for a violation of those sections of Chapter 8.20 that appear in the fine schedule set out in Section 1.08.030 and as reflected in the fine schedule set forth in this section.

Code Section	OFFENSE DESCRIPTION	Court Appearance	Penalty/ Fine
8.20.015	Nuisances designated—Acts prohibited —first offense	Optional	\$100.00
8.20.015	Nuisances designated—Acts prohibited —second offense	Optional	\$250.00
8.20.015	Nuisances designated—Acts prohibited—third and subsequent	Optional	\$500.00
8.20.020	Enumerated—Acts Prohibited in all Zones—first offense	Optional	\$100.00
8.20.020	Enumerated—Acts Prohibited in all Zones—second offense	Optional	\$250.00
8.20.020	Enumerated—Acts Prohibited in all Zones—third and subsequent	Optional	\$500.00
8.20.030	Enumerated—Acts prohibited in all zones except heavy and special industrial—first offense	Optional	\$100.00

8.20.030	Enumerated—Acts prohibited in all zones except heavy and special industrial—second offense	Optional	\$250.00
8.20.030	Enumerated—Acts prohibited in all zones except heavy and special industrial—third and subsequent	Optional	\$500.00
8.20.040	Junk vehicles—first and subsequent	Optional	\$500.00
8.20.050	Noise—first offense	Optional	\$100.00
8.20.050	Noise—second offense	Optional	\$250.00
8.20.050	Noise—third and subsequent	Optional	\$500.00
8.20.060	Emission of dense smoke—first offense	Optional	\$100.00
8.20.060	Emission of dense smoke—second offense	Optional	\$250.00
8.20.060	Emission of dense smoke—third and subsequent	Optional	\$500.00
8.20.070	Escape of soot, cinders, etc.—first offense	Optional	\$100.00
8.20.070	Escape of soot, cinders, etc.—second offense	Optional	\$250.00
8.20.070	Escape of soot, cinders, etc.—third and subsequent	Optional	\$500.00

Section 2. This ordinance shall take effect immediately upon adoption by the Valdez City Council.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this _____ day of _____, 2019.

CITY OF VALDEZ, ALASKA

Jeremy O'Neil, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:

Jon Wakeland, City Attorney
Brena, Bell, & Clarkson, P.

First Reading:
Second Reading:
Adoption:
Ayes:
Noes:
Absent:
Abstain:



Legislation Text

File #: RES 19-0015, **Version:** 1

ITEM TITLE:

#19-15 - Amending the 2019 City Budget by Transferring \$570,000 from Unencumbered Capital Projects Contingency to Animal Shelter Kennel, Curbs, and Drains Replacement Project

SUBMITTED BY: Brian Carlson, Finance Director

FISCAL NOTES:

Expenditure Required: \$570,000

Unencumbered Balance: \$5.9MM

Funding Source: 310-0200-58200, Capital Projects Contingency

RECOMMENDATION:

Approve resolution

SUMMARY STATEMENT:

This resolution proposes funding for the project scope identified in the new business item for the project.

To facilitate contracting and project timelines, staff is presenting this item to council in advance of the broader project prioritization and carry-forward funding discussion

During their April 2nd regular meeting, Council voted against the addition of the accessory structure originally proposed within the scope of this project. Resolution #19-15 was then postponed in anticipation of their April 16th regular meeting when an updated contract for the project would appear on the agenda for discussion and a vote.

With the removal of the accessory structure from the scope of the project, the new cost break down:

- Project: \$ 440,000
- 10% Contingency: \$ 45,000
- Inspections/Testing \$ 15,000
- Temporary Kennel Solution \$ 15,000
- Project Total: \$ 515,000

Since the resolution was postponed, the main motion for approval is already on the floor. With the updated contract, the amount for this resolution must be formally amended.

File #: RES 19-0015, **Version:** 1

Suggested MOTION TO AMEND: Move to amend Resolution #19-15 to strike \$570,000 and replace with \$515,000 throughout the Resolution.

CITY OF VALDEZ, ALASKA

RESOLUTION #19-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2019 CITY BUDGET BY TRANSFERRING \$570,000 FROM UNENCUMBERED CAPITAL PROJECTS CONTINGENCY TO ANIMAL SHELTER KENNEL, CURBS, AND DRAINS REPLACEMENT PROJECT

WHEREAS, staff has identified costs associated with a Council-prioritized project;
and

WHEREAS, funding of the proposed project entails budget revisions which require Council approval via Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that the 2019 City Budget is revised as follows:

Section 1: 310.0200.58200, Project Contingency is reduced by \$570,000

Section 2: 310.0050.49140, Capital Project Fund Transfer to Reserve Fund, is increased by \$570,000

Section 3: 350.0050.39125, Reserve Fund Transfer from Capital Projects, is increased by \$570,000

Section 4: 350.0310.55000, Major Maintenance Reserve, Activity 1606, Animal Shelter Kennel, Curbs, and Drains Replacement, is increased by \$570,000

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 19th day of March, 2019.

City of Valdez, Alaska

Jeremy O'Neil, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



Legislation Text

File #: RES 19-0021, **Version:** 1

ITEM TITLE:

#19-21 - Appointing the Judges and Clerks for the Regular Municipal Election to be Held May 7, 2019 and Setting the Hourly Rate of Compensation

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A
Unencumbered Balance: N/A
Funding Source: N/A

RECOMMENDATION:

Approve resolution appointing the judges and clerks for the regular municipal election to be held May 7, 2019 and setting the hourly rate of compensation

SUMMARY STATEMENT:

Valdez City Code requires the city council to appoint judges and clerks for the regular municipal election and set their hourly rate of compensation by resolution.

CITY OF VALDEZ, ALASKA

RESOLUTION NO. 19-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, APPOINTING THE JUDGES AND CLERKS FOR THE REGULAR MUNICIPAL ELECTION TO BE HELD MAY 7, 2019, AND SETTING THE HOURLY RATE OF COMPENSATION

WHEREAS, pursuant to the provisions of the Valdez City Code, the following are appointed as judges and clerks for the regular municipal election of May 7, 2019:

PRECINCT NO. 1

Judges

Tina Russell, Chair
Mary Ellen Murphy
Pamela Fox

Clerk

Donna Gifford

PRECINCT NO. 2

Judges

Shannon Day, Chair
Julie Roetman
Ryan Day
Dolores Gard

Clerk

Dorothy M. Moore

PRECINCT NO. 3

Judges

Lois Gilson, Chair
Nancy Lethcoe
Lorraine Kirkpatrick

Clerk

Dorothy Taylor

Section 2: Pursuant to the provisions of the Valdez City Code, the following are appointed as judges and clerk on an Absentee and Questioned Ballot Counting Board for the regular municipal election of May 7, 2019:

Judges

Shannon Day, Chairperson
Tina Russell
Lois Gilson

Clerk

Dorothy M. Moore

Section 3: The judges and clerks shall attend the Valdez polling places from 6:30 a.m. on May 7, 2019, after taking the oath required, and serve there until 8:00 p.m. Precinct chairs are authorized to adjust service hours with proper documentation.

Section 4: In the event any of the above election officials shall fail to take office for any reason, the vacancy shall be filled by the Valdez City Clerk as provided in the Alaska Statutes.

Section 5: The judges and clerks appointed to the election board shall be compensated at the rate of \$14.00 per hour, to include election board training.

Resolution No. 19-21
Page 2

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
VALDEZ, ALASKA, this 16th day of April, 2019.

CITY OF VALDEZ, ALASKA

Jeremy O'Neil, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



Legislation Text

File #: RES 19-0022, **Version:** 1

ITEM TITLE:

#19-22 - Authorizing the Submission of the 2019-2020 EMPG Matching Grant Application to the Division of Homeland Security and Emergency Management

SUBMITTED BY: Martha Barberio, Economic Development
Director/Emergency Manager

FISCAL NOTES:

Expenditure Required: \$25,000
Funding Source: 3674 -0015-4004-1100/41300

RECOMMENDATION:

Approve the application of the 2019- 2020 EMPG matching grant in the amount of \$50,000. The grant amount includes \$25,000.00 from the Division of Homeland Security and Emergency Management and the required allocation of matching grant funds from the city in the amount of \$25,000.

SUMMARY STATEMENT:

This funding helps the City of Valdez to continue to improve the Emergency Management operations of the city. Grant funds are allocated to the city Emergency Manager position.

CITY OF VALDEZ, ALASKA

RESOLUTION NO. 19-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE ALASKA DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT AND ALLOCATING \$25,000 IN MATCHING FUNDS

WHEREAS, the Alaska Division of Homeland Security and Emergency Management has informed the city of a grant available through the Emergency Management Performance Grant program to enhance our capabilities to respond to all hazards; and

WHEREAS, the grant requires 50% in local matching funds totaling \$25,000 for a total grant amount of \$50,000 to be allocated to the City Emergency Management fund; and

WHEREAS, the City intends to utilize these grant funds for salary, benefits and to train a single point of contact to coordinate emergency management roles and responsibilities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that

The city council authorizes the submission of a grant application to the Alaska Division of Homeland Security and Emergency Management and upon award of the grant may accept and appropriate by resolution a budget amendment accepting grant funds and allocating the required matching grant funds in the amount of \$25,000.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ ALASKA, this 16th day of April, 2019.

CITY OF VALDEZ, ALASKA

Jeremy O'Neil, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



Legislation Text

File #: 19-0163, **Version:** 1

ITEM TITLE:

Report: Temporary Land Use Permit #19-02 for Karen Ables for Fat Mermaid Restaurant for Six Months on 600 Square Feet of Public Right of Way Immediately Adjacent to Lot 1A, Block 39A, Harbor Subdivision

SUBMITTED BY: Nicole LeRoy, Planning Technician

FISCAL NOTES:

Expenditure Required: N/A
Unencumbered Balance: N/A
Funding Source: N/A

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

On March 13, 2019, Karen Ables, owner of the Fat Mermaid Restaurant, applied for a temporary land use permit for seasonal outdoor seating adjacent to her restaurant at 143 North Harbor Drive. This is the second year Ms. Ables has pursued a permit of this type. Per her attached application, Ms. Ables has requested use of a 600 square foot portion of public right-of-way for outdoor restaurant seating. Ms. Ables requested the permit for the maximum allowable duration of six months, May through October 2019.

In spring 2018, Ms. Ables applied for a building permit to construct an outdoor seating awning attached to her restaurant. A zoning review conducted at the time revealed part of the proposed structure fell outside of the lot and projected onto City of Valdez owned public right-of-way. The solution developed by Planning Department Director, Rochelle Rollenhagen, former Planning Technician, Kate Huber, and City Attorney, Jake Staser, was to invite Ms. Ables to seek a temporary land use permit to account for the portion of outdoor seating which projected off the lot. Ms. Ables was issued a temporary land use permit for six months in June of 2018. Ms. Ables has historically utilized the area of sidewalk requested for outdoor seating seasonally for at least the past three years with various degrees of permitting completed. The Planning Department sent Ms. Ables a letter in late February 2019 inviting her to reapply for a temporary land use permit if she was interested in using the area for outdoor seating again this season.

When Ms. Ables' temporary land use permit request was processed in 2018, staff recommended that compliance with the Americans with Disabilities Act (ADA) be a condition of the permit approval to

allow all pedestrians an accessible route through the public right-of-way. There was debate at the time as to the required slope of the sidewalk for qualification as an accessible route as defined by the ADA. Through inspection of the site, it was determined that the slope of the accent strip exceeded the 2% maximum slope mandated by the ADA, effectively disqualifying it as an approved accessible route. As such, it was determined by staff that 36" of flat, clear sidewalk would be needed to maintain the ADA minimum clearance for accessible routes (see attached guidelines.) Approval of this temporary land use permit will require Ms. Ables to meet the ADA minimum and should be a condition of the permit.

In addition, per Valdez Municipal Code 17.48.140, the permanent alteration of City property is prohibited under a permit of this type. To satisfy this code requirement, staff recommended that the temporary land use permit approval condition that all barricades for the permitted area be temporary and moveable.

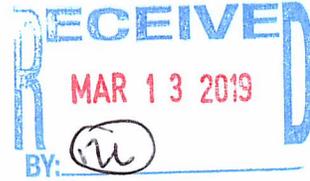
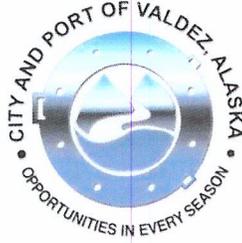
Per Valdez Municipal Code 17.48.140 B 2e, temporary land use permit requests not to exceed six months in duration may only be granted by the Planning and Zoning Commission if the desired use is in conformance with the existing zoning and comprehensive plan. The area of public right-of-way requested by Ms. Ables is adjacent to 143 North Harbor Drive, zoned general commercial. The general commercial district permits a wide variety of commercial activities including eating and drinking establishments. This temporary improvement proposed by Ms. Ables is within the character of the district and is enjoyed by many community members. As such, staff recommended approval of temporary land use permit 19-02 with the conditions listed above.

Fees for temporary land use permits were established by City Council with Resolution #12-36. The resolution states that "for permits not exceeding two acres in size and for a period of six months or less, the fee shall be \$250 per month." For the six month period Ms. Ables has requested, a permit of this type will be \$1,500.00.

On April 10, 2019 the Planning and Zoning Commission voted unanimously to approve temporary land use permit #19-02. Per VMC 17.48.140 B2k, the decision is reported to City Council. Only upon no objection from City Council will the permit become effective after which, staff will prepare a temporary land use permit using standard language approved by City attorneys and include any conditions required by the Commission (see attached draft.) If Ms. Ables is granted approval of temporary land use permit 19-02, she will need to apply for a building permit for construction of the awning structure and, once issued, schedule required inspections.

Staff recommended that the temporary land use permit request by Karen Ables and the Fat Mermaid Restaurant be approved with the following three conditions:

1. Ms. Ables be required to maintain 36" of flat, obstructed sidewalk to meet ADA compliance
2. Pursuant to Valdez Municipal Code 17.48.140, Ms. Ables shall make no permanent alteration to the area.
3. Ms. Ables shall obtain a building permit prior to construction of the temporary structure on the permitted site.



**CITY OF VALDEZ
TEMPORARY LAND USE PERMIT APPLICATION FORM**

Application Fee: \$50.00 (Non-Refundable) Waived 2017 per Resolution #12-72

File No. _____

Date Recv'd. _____

Directions:

1. Please type or print legibly.
2. Please submit this application form to the Office of Community & Economic Development, P.O. Box 307, Valdez, Alaska 99686.
3. Please answer all questions on this form, or put N/A (not applicable) in the spaces provided, as the answer applies.

Applicant name: Karen Able

Mailing address: P.O. Box 1999

City, State, Zip: Valdez AK 99686

Daytime telephone: 831 0274

SIGNATURE: Karen Able

Representative name: Jame

Mailing address: _____

City, State, Zip: _____

Daytime telephone: _____

Legal Description of Property Affected by Application:

Located in Township _____ Range _____ Section _____, CRM
Lot/Block/Tract/Subd. 1A BLK 39A HarborS Plat # 2000-4
Street Address/Other description 143 N. Harbor Dr
Tax # 70300890010 Size of Property 3.28 ac

Type of business to be placed on the property: restaurant seating

Size of temporary building(s) to be placed on the property: wood frame awning & fence, total area 600' sq

Duration of lease requested (6 months maximum): may 1st to Nov 1st

Special lease requirements: _____

Submitted materials attached - The following submitted materials must be submitted when applying for a lease on City land.

- 1. Plot Plan - A drawing of the proposed lease property showing:
 - a. Size of lot (to scale)
 - b. Placement and size of buildings, storage units, miscellaneous structures planned (to scale)
 - NA c. Water & sewer lines, locations of septic tanks, if needed
 - NA d. Parking spaces (numbered on the drawing with a total number indicated).
- 2. Fees - All applicable fees must be submitted prior to the execution of a lease.
 - a. Application Fee (\$50.00). Covers the costs associated with processing the application (Non-refundable).

KA 3.

Liability Insurance – The Permittee shall, at its own expense, maintain and keep force during the terms of this Permit adequate insurance to protect both Valdez and Permittee against comprehensive public liability claims arising from the use of the property in the minimum limit of ONE MILLION DOLLARS (\$1,000,000) combined single limit to protect against liability for personal injury, death or property damage.

KA 4.

Financial Data – The applicant is a:

Sole proprietorship _____

Partnership _____

Corporation X _____

Other (Please explain) _____

NA 5.

Partnership Statement – If applicant is a partnership, answer the following:

a. Date of Organization _____

b. General partnership () / Limited partnership ()

c. Statement of partnership recorded? () yes () no

Where _____

d. Has the partnership done business in Alaska?

() yes () no

When _____

Where _____

e. Name, address and partnership share of each general and limited partner. If a partner is a corporation, complete page for corporation.

Limited/ General	Name	Address	Share
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f. Attach a complete copy of the partnership agreement.

6.

Corporation Statement—If applicant is a corporation, answer the following:

- a. Date of incorporation 11-15-10
- b. Where incorporated Alaska

c. Is the corporation authorized to do business in Alaska?

yes no

If so, as of what date _____

d. The corporation is held:

Publicly Privately

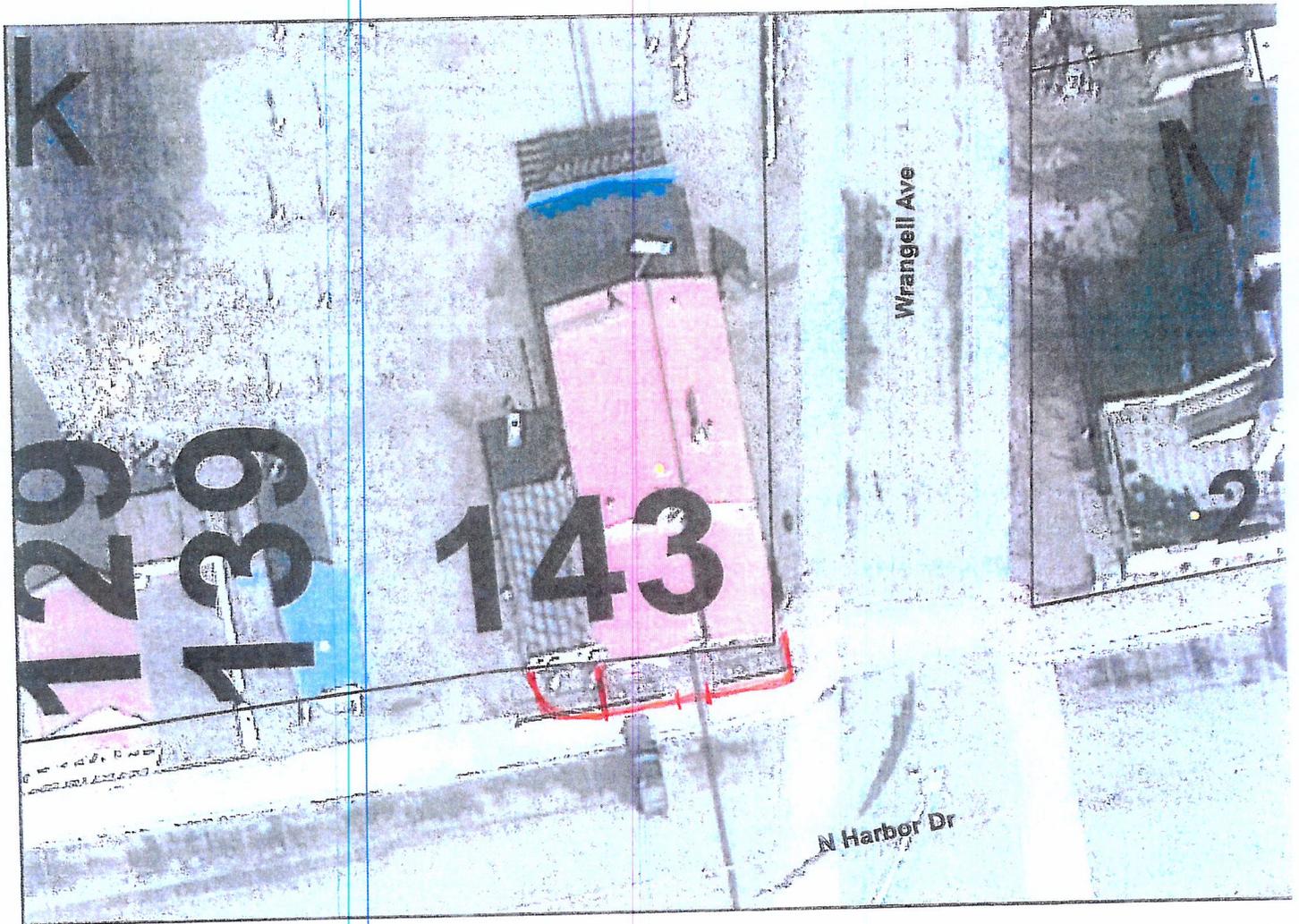
e. If publicly held, how and where is the stock traded?

f. Furnish the name, title, and address of each officer and in addition, the same information for each principal stockholder owning more than ten percent of the corporation.

<u>Name</u>	<u>Title</u>	<u>Address</u>	<u>Share</u>
<u>Karen Ables</u>	<u>Pres</u>	<u>Box 1999</u>	<u>100</u>

g. Furnish the names of the officers specifically authorized to execute contracts and other corporate commitments under the corporate articles and/or by-laws.

Karen Ables, Director, Pres, Shareholder,
Secretary, 3 Treasurer



NOTE: Map depicting approximate parcel boundary only.
Use recorded plat for accurate delineation.

Awning goes side by side by 12' however there is a 52" clear pathway between street side walk and awning, leaving ample room for pedestrians

April 1, 2019

Priscilla Gregg

William Wyatt Administrative Trust

P.O. Box 1458

Valdez AK 99686

Subject: Approval and use of 143 N. Harbor Drive sidewalk

City of Valdez

Please find this letter of approval for the Fat Mermaid located at 143 N. Harbor Dr., Valdez AK 99686 to use the sidewalk in front of the business for use of tables and customer service.

Sincerely,

A handwritten signature in cursive script that reads "Priscilla Gregg". The signature is written in black ink and is positioned above the printed name.

Priscilla Gregg

Americans with Disabilities Act

ADA Guide for Small Towns



**A guide for small local governments
including towns, townships, and rural counties.**

Reproduction

Reproduction of this document is encouraged.

Additional copies of this publication may be obtained by calling the ADA Information Line at 800-514-0301 (voice) 800-514-0383 (tty) or by visiting the Department's ADA Home Page on the World Wide Web (<http://www.ada.gov/index.html>).

Disclaimer

The ADA authorizes the Department of Justice to provide technical assistance to individuals and entities that have rights or responsibilities under the Act. This document provides informal guidance to assist you in understanding the ADA and the Department's regulation. However, this technical assistance does not constitute a legal interpretation of the statute.

B. Accessible Route

When a walk, pathway, or pedestrian route is necessary to provide public access to a program, service, or activity, an accessible route must be provided. An accessible route is an unobstructed pedestrian path that connects accessible elements and spaces such as accessible parking spaces, accessible entrances, accessible meeting rooms, accessible toilet rooms, etc. It can be a walkway, hallway, part of a courtyard, or other pedestrian space. An accessible route must be at least 36 inches wide, have no abrupt vertical changes in level (such as a step), have a running slope no more than 1:12 in most cases, and meet other requirements for cross slope, surface conditions, vertical height, and passing spaces. The width of an accessible route can be as narrow as 32 inches wide, such as at a doorway or a narrow section of hallway, but only for a distance up to 24 inches long.



An accessible route connects accessible parking (right) with the accessible entrance.

Hi Nicole,

Thanks for the reminder this morning. In regards to the Fat Mermaid, as long as the same conditions are followed that were in place last year, I don't have any further comments on the issue.

Thanks,

Scott Benda

Project Manager | **City of Valdez**

P.O. Box 307 | Pioneer Field STE. 201

Valdez, AK 99686

T: 907.835.5478 Ext. 4 | F: 907.835.5574

M: 907-202-0681



CITY OF VALDEZ
TEMPORARY LAND USE PERMIT AGREEMENT

Permit No. 19-02

This Temporary Land Use Permit Agreement (hereinafter referred to as Permit) is entered into this ____ day of ____, 20__ by and between the **CITY OF VALDEZ**, an Alaska municipal corporation (hereinafter referred to as "Valdez"), whose address is P.O. Box 307, Valdez, Alaska, 99686, and **THE FAT MERMAID**, (hereinafter referred to as "Permittee"), whose address is **P.O. Box 1999, Valdez AK 99686**. This Permit was approved by the Valdez Planning and Zoning Commission on the __ day of ____, 20__ and was reported to the Valdez City Council with no objection on the ____th day of ____, 20__.

W I T N E S S E T H:

1. Permit. Valdez hereby grants to Permittee the right and privilege to be present upon the following described real property belonging to Valdez pursuant to the terms of this Permit Agreement:

600 square feet of Public Right of Way Immediately Adjacent to Lot 1A, Block 39A, Harbor Subdivision (See Exhibit "A")

2. Term and Termination. Permittee may use the Property for the purposes set forth herein beginning on the __th day of ____, 2018 and continuing until the __th day of _____, 20__. In no circumstance shall this Permit exceed six months in duration. The City of Valdez, may at its sole discretion terminate this Permit at any time for any reason with 30 days' written notice to Permittee. Permittee shall vacate the property within thirty days from receiving written notification from the City of Valdez.

3. Use. Permittee shall use the Property to erect an outdoor awning and restaurant seating, for the purpose of serving customers or patrons of Fat Mermaid Restaurant and for no other purpose whatsoever without the prior written consent of the City of Valdez. Use of the Property

under this Permit shall conform with existing City of Valdez zoning requirements and the City of Valdez comprehensive plan. Use of the Property under this Permit shall not adversely impact public access or Valdez operations. **No permanent structures shall be erected on the property; and no permanent alteration of the land shall occur.** This permit is subject to the conditions set forth in Exhibit B.

4. Permittee Not a Lessee. No legal title or leasehold interest in the Property shall be deemed or construed to have been created or vested in Permittee by anything contained herein. The purpose of this permit is to convey a non-possession interest by the City of Valdez to Permittee in that certain property (not to exceed two acres) described in paragraph 1 above. The City of Valdez shall maintain all right, title, and interest in that Property as fee simple owner thereof, and Permittee by virtue of this Permit has only the right and privilege to be present upon the Property and to make use of it for the purpose set forth in paragraph 3 above.

5. Fee. In consideration for use of land owned by the City of Valdez, Permittee agrees to pay in advance a lump sum equal to a flat monthly fee of two hundred fifty dollars (\$250.00) per month of occupancy plus a pro-rated daily rate of nine dollars (\$9.00) per day for the number of days this permit is in effect other than a full month.

6. Insurance Requirement. The Permittee shall, at its own expense, maintain and keep in force during the terms of this Permit adequate insurance to protect both the City of Valdez and Permittee against comprehensive public liability claims arising from the use of the property in the minimum limit of ONE MILLION DOLLARS (\$1,000,000) combined single limit to protect against liability for personal injury, death, or property damage. The Permittee shall deposit with the City of Valdez a copy or copies of such insurance coverage together with appropriate evidence that the premiums thereupon have been paid. All such insurance of the Permittee shall name the City of Valdez as an additional insured party and contain a waiver of subrogation endorsement and provide that the City of Valdez shall be notified at least thirty (30) days prior to any termination, cancellation, or material change in such insurance coverage. Such requirement for insurance coverage shall not relieve the Permittee of any of its other obligations under this Permit.

7. Maintenance. Permittee agrees to maintain the property in a neat and orderly fashion. Upon termination of this Permit, Permittee agrees to leave the premises in a neat and clean condition.

8. Mechanic's Liens. Permittee shall pay all costs for construction done by it or caused to be done by it on the Property as permitted by this Permit. Permittee agrees not to construct any permanent structures on the property.

9. Utilities. Permittee shall be solely liable for and shall timely pay when due all expenses and fees for all utilities used or consumed with respect to the Property. The Permittee shall be required to provide and maintain sanitary facilities to include, but not be limited to, port-a-potties and garbage dumpsters.

10. Exculpation of Valdez. Valdez shall not be liable to Permittee for any damage to Permittee or Permittee's property from any cause. Permittee waives all claims against Valdez for damage to persons or property arising from any reason.

11. Indemnity. Permittee shall hold the City of Valdez harmless from and against any and all damages arising out of any damage to any persons or property occurring in, on, or about the Property.

12. Condemnation. If during the term of this Permit there is any taking by condemnation of the Property or any interest in this Permit, this Permit shall terminate on the date of taking. Any condemnation award shall belong to and be paid to The City of Valdez, and Permittee hereby assigns to the City of Valdez Permittee's interest therein.

13. No Encumbrance or Assignment Permitted. Permittee shall not voluntarily encumber its interest in this Permit or in the Property or attempt to assign all or any part of the Property, or allow any other person or entity, except its authorized representatives, to occupy or use all or any part of the Property.

14. Default. The occurrence of any of the following shall constitute a default under this Permit by Permittee:

(a) Failure to pay fees when due, if the failure continues for fifteen (15) days after written notice for payment;

(b) Any default in or failure to perform any term, covenant, or condition of this Permit including those set forth in Exhibit B;

(c) The cessation by Permittee of the operation of the Permittee's business located on the Property for a period of thirty (30) days;

(d) The making of any assignments for the benefit of creditors of Permittee, the appointment of a receiver for Permittee's business, the entry of an Order for Relief as to Permittee under the United States Bankruptcy Code as now in effect or hereafter amended, the insolvency of Permittee, or any similar situation.

15. Remedies. In the event of any default by Permittee under the provisions of paragraph 14 of this Permit, all of Permittee's rights hereunder shall immediately terminate; and the City of Valdez may, in addition to any rights and remedies that it may be given by statute, common law, express agreement, or otherwise, enter and take sole possession and control of the Property.

16. Valdez' Entry on Premises. The City of Valdez shall have the right to enter the Property at any time and, in view of the fact this Permit constitutes a license on real property rather than a

lease, shall at all times remain in possession of the Property.

17. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by certified mail, return receipt requested, and shall be addressed to the other party at the address set forth in the introductory paragraph of this Permit. Either party may change its address by notifying the other party of the change of address. Such notices shall be deemed given when mailed irrespective of whether or not they are received.

18. Modification, Amendment, Waiver. No delay or omission in the exercise of any right or remedy of the City of Valdez on any default by Permittee shall impair such a right or remedy or be construed as a waiver. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing, specifically referring hereto, and authorized by both parties.

19. Governing Law/Jurisdiction. This Permit shall be governed by, interpreted, and enforced in accordance with the laws of the State of Alaska and the laws of the United States, as applicable. The venue for all litigation arising out of or relating to this Agreement shall be Valdez, Alaska. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Alaska and waive any defense of *forum non conveniens*.

20. Miscellaneous. Time is of the essence with respect to each provision of the Permit, and it shall be binding upon and inure to the benefit of the parties, their heirs, assigns, and successors in interest. The enforceability, invalidity, or illegality of any provisions of this Permit shall not render the other provisions of this Permit unenforceable, invalid, or illegal.

IN WITNESS WHEREOF the parties have caused this Permit to be executed by their duly authorized officers the day and year first above written.

CITY OF VALDEZ, ALASKA

PERMITTEE: _____

By: _____
Roxanne Murphy, Interim City Manager
City of Valdez

By: _____
Karen Ables, President
North Harbor Project, DBA
The Fat Mermaid

Date: _____

Date: _____

Approved as to Form:
BRENA, BELL & CLARKSON, P.C.
Attorneys for the City of Valdez

By: _____
Jon S. Wakeland

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ___ day of _____, 20___, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Roxanne Murphy** known to me and to me known to be the City Manager for the City of Valdez and who executed the foregoing document and acknowledged to me that being duly authorized to do so executed the foregoing document as a free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first hereinabove written.

Notary Public in and for Alaska
My Commission Expires: _____

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ___ day of _____, 20___, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Karen Ables** known to me and to me known to be the individual named in and who executed the foregoing document and executed the foregoing document as free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first hereinabove written.

Notary Public in and for Alaska
My Commission Expires: _____

“EXHIBIT A”

600 square feet of Public Right of Way Immediately Adjacent to Lot 1A, Block 39A, Harbor Subdivision



“EXHIBIT B”

The additional conditions of this permit have been set forth by Valdez City Council on the date of ____, 20__ and are detailed as follows:

1. The permittee shall maintain at least 36” of uninhibited access on the sidewalk between the Fat Mermaid and North Harbor Drive to comply with Federal handicap access requirements under the Americans with Disabilities Act (ADA). The permittee shall contact the Building Inspector for the Planning Department to schedule inspection to confirm the placement of the temporary awning structure under this permit does not violate ADA access requirements.



Legislation Text

File #: 19-0164, **Version:** 1

ITEM TITLE:

Report: Temporary Land Use Permit #19-01 for Copper Valley Telecom for Six Months, for Lots 4 & 5 of Block 2, Robe River Subdivision

SUBMITTED BY: Nicole LeRoy, Planning Technician

FISCAL NOTES:

Expenditure Required: N/A
Unencumbered Balance: N/A
Funding Source: N/A

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

On March 11, 2019, Planning Department staff received a temporary land use permit application from Copper Valley Telecom for use of 3476 and 3468 Robe Lane (Lots 4 & 5 of Block 2, Robe River Subdivision) owned by the City of Valdez. Copper Valley Telecom has requested use of these parcels for storage of cable reels in conjunction with the installation of fiber optic internet in Robe River Subdivision (see attached application.) The requested area is 42,000 square feet and is seasonally used as a snow removal lot. During the rest of the year, it is vacant. Copper Valley has requested use of the property from May 5th through August 30th.

Public Works Director Rob Comstock, and Parks Maintenance Supervisor Marcie Robertson were solicited for comments on the application (see attached staff comments.) Both expressed no objection to the location, use, and timeframe requested by Copper Valley.

Per Valdez Municipal Code 17.48.140 B 2e, temporary land use permit requests not to exceed six months in duration may only be granted by the Planning and Zoning Commission if the desired use is in conformance with the existing zoning and comprehensive plan. The lots requested are located within the residential mobile home district which permits "utility installations, except solid waste disposal facilities, water disposal facilities, water storage dams and co-generation facilities" as a permitted principal use. In reviewing temporary land use permit application 19-01, staff determined the use requested by Copper Valley to be in accordance with this principal use, especially on a short term and temporary basis. Fees for temporary land use permits were established by City Council with Resolution #12-36 which states that "for permits not exceeding two acres in size and for a period of six months or less, the fee shall be \$250 per month; except that a pro-rated daily fee of \$9 may be paid in the case where an entire month is not used." For the period Copper Valley has requested, the

permit cost will be \$984.00.

On April 10th, 2019 the Planning and Zoning Commission voted unanimously to approve temporary land use permit #19-01. Per Valdez Municipal Code 17.48.140 B2k, this decision is reported to City Council. Only upon no objection from City Council the permit will the permit become effective, after which, staff will prepare a temporary land use permit document using standard language approved by the City attorneys and include any conditions required by the Commission (see attached draft.)



**CITY OF VALDEZ
TEMPORARY LAND USE PERMIT APPLICATION FORM**

Application Fee: \$50.00 (Non-Refundable) Waived 2017 per Resolution #12-72

File No. _____

Date Recv'd. _____

Directions:

1. Please type or print legibly.
2. Please submit this application form to the Office of Community & Economic Development, P.O. Box 307, Valdez, Alaska 99686.
3. Please answer all questions on this form, or put N/A (not applicable) in the spaces provided, as the answer applies.

Applicant name: CVTC

Mailing address: A.O. 337

City, State, Zip: Valdez, AK 99686

Daytime telephone: 907-835-7789

SIGNATURE: LON D. RAKE

Representative name: LON D. RAKE

Mailing address: SAME AS ABOVE

City, State, Zip: _____

Daytime telephone: _____

Legal Description of Property Affected by Application:

Located in Township _____ Range _____ Section _____, CRM
Lot/Block/Tract/Subd. BK Z LOTS 4 & 5 Plat # 84-2
Street Address/Other description 3476 ~~RD~~ River Dr. + 3468
Tax # _____ Size of Property _____

Type of business to be placed on the property: _____

Size of temporary building(s) to be placed on the property: Cable Reels For
Fiber Project in Neighborhood.

Duration of lease requested (6 months maximum): 4 Months (5 MAY - 30 AUG)

Special lease requirements: _____

Submitted materials attached - The following submitted materials must be submitted when applying for a lease on City land.

- _____ 1. Plot Plan – A drawing of the proposed lease property showing:
 - _____ a. Size of lot (to scale)
 - _____ b. Placement and size of buildings, storage units, miscellaneous structures planned (to scale)
 - _____ c. Water & sewer lines, locations of septic tanks, if needed
 - _____ d. Parking spaces (numbered on the drawing with a total number indicated).
- 2. Fees – All applicable fees must be submitted prior to the execution of a lease.
 - a. Application Fee (\$50.00). Covers the costs associated with processing the application (Non-refundable).

____ 3. Liability Insurance – The Permittee shall, at its own expense, maintain and keep force during the terms of this Permit adequate insurance to protect both Valdez and Permittee against comprehensive public liability claims arising from the use of the property in the minimum limit of ONE MILLION DOLLARS (\$1,000,000) combined single limit to protect against liability for personal injury, death or property damage.

____ 4. Financial Data – The applicant is a:

Sole proprietorship _____

Partnership _____

Corporation Co-op

Other (Please explain) _____

____ 5. Partnership Statement – If applicant is a partnership, answer the following:

a. Date of Organization _____

b. General partnership () / Limited partnership ()

c. Statement of partnership recorded? () yes () no

Where _____

d. Has the partnership done business in Alaska?

() yes () no

When _____

Where _____

e. Name, address and partnership share of each general and limited partner. If a partner is a corporation, complete page for corporation.

<u>Limited/ General</u>	<u>Name</u>	<u>Address</u>	<u>Share</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

f. Attach a complete copy of the partnership agreement.

6. Corporation Statement—If applicant is a corporation, answer the following:

a. Date of incorporation 1964

b. Where incorporated Glennallen

c. Is the corporation authorized to do business in Alaska?

yes no

If so, as of what date 1 April 1961

d. The corporation is held:

Publicly Privately

e. If publicly held, how and where is the stock traded?

f. Furnish the name, title, and address of each officer and in addition, the same information for each principal stockholder owning more than ten percent of the corporation.

<u>Name</u>	<u>Title</u>	<u>Address</u>	<u>Share</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

g. Furnish the names of the officers specifically authorized to execute contracts and other corporate commitments under the corporate articles and/or by-laws.

LOND. RAKE VALDEZ PLANT SUPERINTENDENT

Robe River and Northern Light



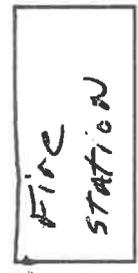
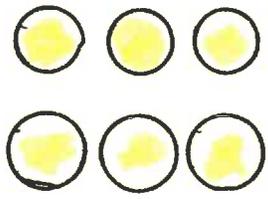
Richardson Hwy

Valdez Cemetery Rd



VACANT LOT

Cable
Reels



River Drive

Rich Hwy



City of Valdez, Alaska
Planning Department
(907) 834-3401

PERMIT #: _____

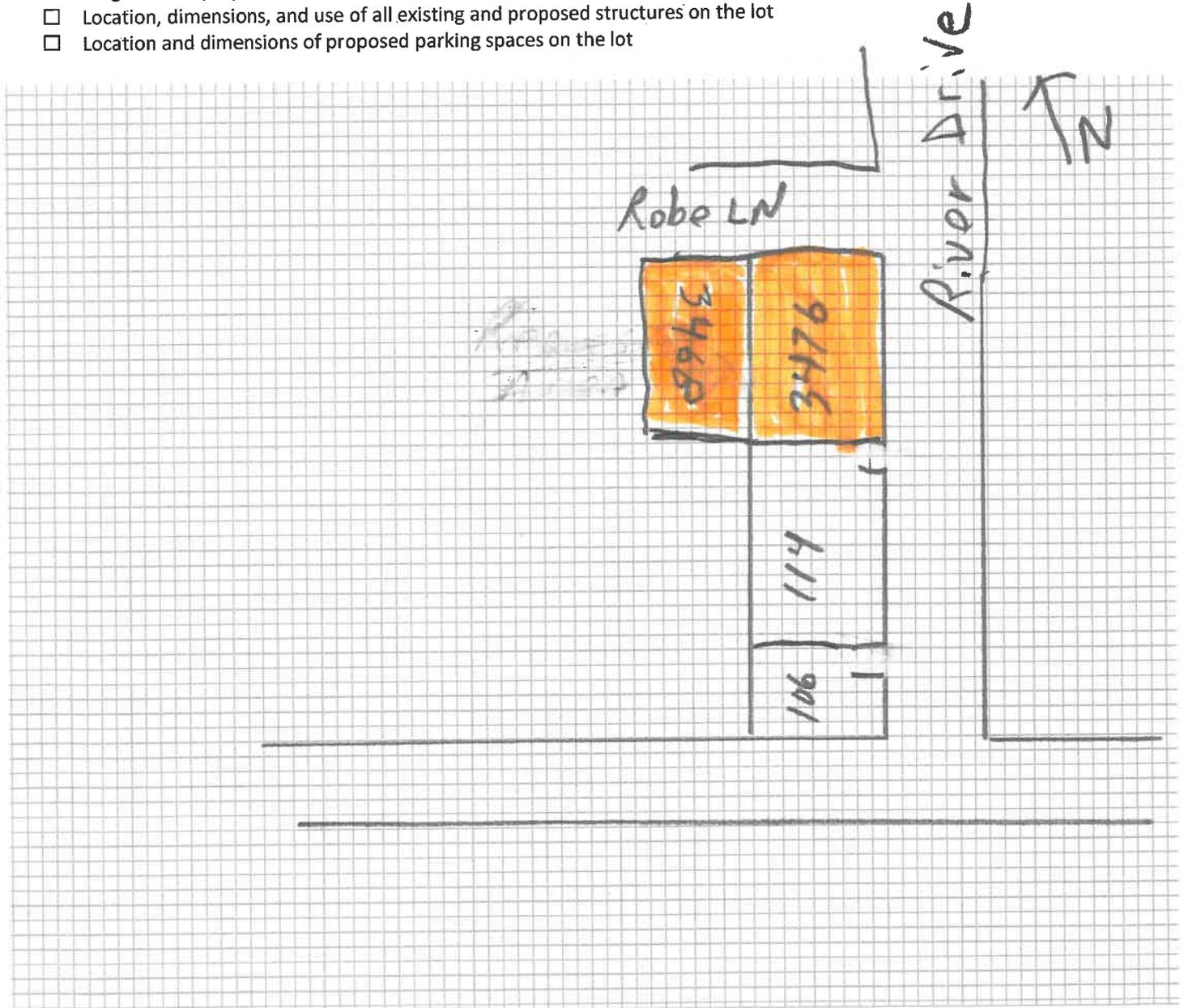
SITE PLAN

Street Address: 3476 River Dr.

Legal Description: _____

Owner/Authorized Representative: COV

- Lot dimensions and property boundaries
- A north directional arrow and drawing scale
- Location of utility easements
- Location of water wells and septic systems, if applicable
- Location and name of access street and adjacent streets
- Distances from the front, both sides, and rear of the proposed structure to lot lines
- Height of the proposed structure
- Location, dimensions, and use of all existing and proposed structures on the lot
- Location and dimensions of proposed parking spaces on the lot





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Telcom Insurance Services Corp. 6301 Ivy Lane, Suite 506 Greenbelt, MD 20770 www.TelcomInsGrp.com	CONTACT NAME: Telcom Insurance Services Corp. PHONE (A/C No. Ext): 800.222.4664 E-MAIL ADDRESS:	FAX (A/C No): 301.474.6196
	INSURER(S) AFFORDING COVERAGE	
INSURED Copper Valley Telephone Cooperative, Inc. 329 Fairbanks Valdez AK 99686	INSURER A: Great American Insurance Co. of NY	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 46237532 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	MAC 6-17-28-07	1/1/2019	1/1/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder, its officers, employees and agents as additional insured per written contract or agreement re: Copper Valley Wireless Land Lease ASLS 87-18

CERTIFICATE HOLDER Land Lease ASLS 87-18 City of Valdez - CEDD PO Box 307 Valdez AK 99686	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Peter J. Elliott
--	--

From: Robert Comstock
Sent: Thursday, March 14, 2019 10:40 AM
To: Nicole LeRoy <NLeRoy@ValdezAK.Gov>; Ed Frank <EFrank@ValdezAK.Gov>
Cc: Rochelle Rollenhagen <RRollenhagen@ValdezAK.Gov>
Subject: RE: Temporary Land Use Request

Hi Nicole,

Public Works has no objection to Copper Valley's TLUP request. On the remote possibility that we would get a late season snowfall (first of May) we would still need this area for snow storage. We will work with CVTC to minimize the conflict if the weather doesn't cooperate.

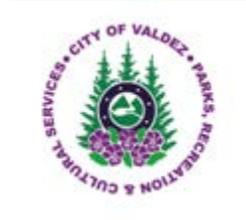
Sincerely,

Rob Comstock
Public Works Director
City of Valdez, Alaska
(907)835-4473
rcomstock@valdezak.gov

From: Marcie Robertson
Sent: Thursday, March 21, 2019 1:14 PM
To: Nicole LeRoy <NLeRoy@ValdezAK.Gov>
Subject: RE: Temporary Land Use Request

No problem here. I have some trees to fell but that will be late fall. Thanks for asking 😊

Marcie A. Robertson
Parks Maintenance Supervisor
Cemetery Manager
City of Valdez
555 West Egan St
PO Box 307
Valdez AK 99686
Office: (907) 835-5413
mrobertson@valdezak.gov





CITY OF VALDEZ
TEMPORARY LAND USE PERMIT AGREEMENT

Permit No. 19-01

This Temporary Land Use Permit Agreement (hereinafter referred to as Permit) is entered into this ___**th** day of ____, **20__** by and between the **CITY OF VALDEZ**, an Alaska municipal corporation (hereinafter referred to as "Valdez"), whose address is P.O. Box 307, Valdez, Alaska, 99686, and _____ (hereinafter referred to as "Permittee"), whose address is _____, **Valdez AK 99686**. This Permit was approved by the Valdez Planning and Zoning Commission on the ___ of ____, **20__** and was reported to the Valdez City Council with no objection on the ___th day of ____, 20__.

W I T N E S S E T H:

1. Permit. Valdez hereby grants to Permittee the right and privilege to be present upon the following described real property belonging to Valdez pursuant to the terms of this Permit Agreement:

(See Exhibit "A")

2. Term and Termination. Permittee may use the Property for the purposes set forth herein beginning on the ___**th** day of ____, **20__** and continuing until the ___**th** day of _____, **20__**. In no circumstance shall this Permit exceed six months in duration. The City of Valdez, may at its sole discretion terminate this Permit at any time for any reason with 30 days' written notice to Permittee. Permittee shall vacate the property within thirty days from receiving written notification from the City of Valdez.

3. Use. Permittee shall use the Property to _____ and for no other purpose whatsoever without the prior written consent of the City of Valdez. Use of the Property under this Permit shall conform with existing City of Valdez zoning requirements and the City of Valdez comprehensive plan. Use of the Property under this Permit shall not adversely impact

public access or Valdez operations. **No permanent structures shall be erected on the property; and no permanent alteration of the land shall occur.**

4. Permittee Not a Lessee. No legal title or leasehold interest in the Property shall be deemed or construed to have been created or vested in Permittee by anything contained herein. The purpose of this permit is to convey a non-possession interest by the City of Valdez to Permittee in that certain property (not to exceed two acres) described in paragraph 1 above. The City of Valdez shall maintain all right, title, and interest in that Property as fee simple owner thereof, and Permittee by virtue of this Permit has only the right and privilege to be present upon the Property and to make use of it for the purpose set forth in paragraph 3 above.

5. Fee. In consideration for use of land owned by the City of Valdez, Permittee agrees to pay in advance a lump sum equal to a flat monthly fee of two hundred fifty dollars (\$250.00) per month of occupancy plus a pro-rated daily rate of nine dollars (\$9.00) per day for the number of days this permit is in effect other than a full month.

6. Insurance Requirement. The Permittee shall, at its own expense, maintain and keep in force during the terms of this Permit adequate insurance to protect both the City of Valdez and Permittee against comprehensive public liability claims arising from the use of the property in the minimum limit of ONE MILLION DOLLARS (\$1,000,000) combined single limit to protect against liability for personal injury, death, or property damage. The Permittee shall deposit with the City of Valdez a copy or copies of such insurance coverage together with appropriate evidence that the premiums thereupon have been paid. All such insurance of the Permittee shall name the City of Valdez as an additional insured party and contain a waiver of subrogation endorsement and provide that the City of Valdez shall be notified at least thirty (30) days prior to any termination, cancellation, or material change in such insurance coverage. Such requirement for insurance coverage shall not relieve the Permittee of any of its other obligations under this Permit.

7. Maintenance. Permittee agrees to maintain the property in a neat and orderly fashion. Upon termination of this Permit, Permittee agrees to leave the premises in a neat and clean condition.

8. Mechanic's Liens. Permittee shall pay all costs for construction done by it or caused to be done by it on the Property as permitted by this Permit. Permittee agrees not to construct any permanent structures on the property.

9. Utilities. Permittee shall be solely liable for and shall timely pay when due all expenses and fees for all utilities used or consumed with respect to the Property. The Permittee shall be required to provide and maintain sanitary facilities to include, but not be limited to, port-a-potties and garbage dumpsters.

10. Exculpation of Valdez. Valdez shall not be liable to Permittee for any damage to Permittee or Permittee's property from any cause. Permittee waives all claims against Valdez for

damage to persons or property arising from any reason.

11. Indemnity. Permittee shall hold the City of Valdez harmless from and against any and all damages arising out of any damage to any persons or property occurring in, on, or about the Property.

12. Condemnation. If during the term of this Permit there is any taking by condemnation of the Property or any interest in this Permit, this Permit shall terminate on the date of taking. Any condemnation award shall belong to and be paid to The City of Valdez, and Permittee hereby assigns to the City of Valdez Permittee's interest therein.

13. No Encumbrance or Assignment Permitted. Permittee shall not voluntarily encumber its interest in this Permit or in the Property or attempt to assign all or any part of the Property, or allow any other person or entity, except its authorized representatives, to occupy or use all or any part of the Property.

14. Default. The occurrence of any of the following shall constitute a default under this Permit by Permittee:

(a) Failure to pay fees when due, if the failure continues for fifteen (15) days after written notice for payment;

(b) Any default in or failure to perform any term, covenant, or condition of this Permit including those set forth in Exhibit B;

(c) The cessation by Permittee of the operation of the Permittee's business located on the Property for a period of thirty (30) days;

(d) The making of any assignments for the benefit of creditors of Permittee, the appointment of a receiver for Permittee's business, the entry of an Order for Relief as to Permittee under the United States Bankruptcy Code as now in effect or hereafter amended, the insolvency of Permittee, or any similar situation.

15. Remedies. In the event of any default by Permittee under the provisions of paragraph 14 of this Permit, all of Permittee's rights hereunder shall immediately terminate; and the City of Valdez may, in addition to any rights and remedies that it may be given by statute, common law, express agreement, or otherwise, enter and take sole possession and control of the Property.

16. Valdez' Entry on Premises. The City of Valdez shall have the right to enter the Property at any time and, in view of the fact this Permit constitutes a license on real property rather than a lease, shall at all times remain in possession of the Property.

17. Notices. Any notice, demand, request, consent, approval, or communication that either

party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by certified mail, return receipt requested, and shall be addressed to the other party at the address set forth in the introductory paragraph of this Permit. Either party may change its address by notifying the other party of the change of address. Such notices shall be deemed given when mailed irrespective of whether or not they are received.

18. Modification, Amendment, Waiver. No delay or omission in the exercise of any right or remedy of the City of Valdez on any default by Permittee shall impair such a right or remedy or be construed as a waiver. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing, specifically referring hereto, and authorized by both parties.

19. Governing Law/Jurisdiction. This Permit shall be governed by, interpreted, and enforced in accordance with the laws of the State of Alaska and the laws of the United States, as applicable. The venue for all litigation arising out of or relating to this Agreement shall be Valdez, Alaska. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Alaska and waive any defense of *forum non conveniens*.

20. Miscellaneous. Time is of the essence with respect to each provision of the Permit, and it shall be binding upon and inure to the benefit of the parties, their heirs, assigns, and successors in interest. The enforceability, invalidity, or illegality of any provisions of this Permit shall not render the other provisions of this Permit unenforceable, invalid, or illegal.

IN WITNESS WHEREOF the parties have caused this Permit to be executed by their duly authorized officers the day and year first above written.

CITY OF VALDEZ, ALASKA

PERMITTEE: _____

By: _____
Roxanne Murphy, Interim City Manager
City of Valdez

By: _____
{INSERT SIGNER}

Date: _____

Date: _____

Approved as to Form:
BRENA, BELL & CLARKSON, P.C.
Attorneys for the City of Valdez

By: _____
Jon S. Wakeland

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ___ day of _____, 20___, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Roxanne Murphy** known to me and to me known to be the City Manager for the City of Valdez and who executed the foregoing document and acknowledged to me that being duly authorized to do so executed the foregoing document as a free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first hereinabove written.

Notary Public in and for Alaska
My Commission Expires:_____

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ___ day of _____, 20___, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared _____ known to me and to me known to be the individual named in and who executed the foregoing document and executed the foregoing document as free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first hereinabove written.

Notary Public in and for Alaska
My Commission Expires:_____

“EXHIBIT A”



Legislation Text

File #: 19-0165, **Version:** 1

ITEM TITLE: Kimley Horn Report - Site visit 3 update

SUBMITTED BY: Martha Barberio, Economic Development Director

FISCAL NOTES:

Expenditure Required: N/A
Unencumbered Balance: N/A
Funding Source: N/A

RECOMMENDATION:

SUMMARY STATEMENT:

Attached is the Kimley Horn report for the site visit in March 2019.



April 1, 2019

Valdez City Council Members
City of Valdez
212 Chenega Avenue
Valdez, AK 99686

RE: Valdez Comprehensive Plan Project - Project Update #3

Dear Members of the Valdez City Council:

This memo provides Mayor O'Neil and Valdez City Council Members an update on status for the Valdez Comprehensive Plan project. Previous update memos were provided in November 2018 and February 2019 and will continue to be provided on a monthly basis. This memo provides a summary of work efforts completed from the beginning of February until the end of March 2019. Kimley-Horn has continued to hold weekly Friday conference calls with City staff in order to discuss current project status, facilitate information and data request, and coordinate the upcoming CPAC and other meetings for the May 2019 working visit. Meeting minutes from those calls as well as the latest CPAC Meeting Minutes from the March work session are attached.

March Project Visit

Since the February memo that was provided to Council, the Project Team was onsite from March 4 - March 7, 2019. Tasks completed during this visit included:

- conducted CPAC meeting #3,
- gave an update at the City Council work session on March 5, 2019
- held numerous meeting with City staff from planning, economic development, and public works, and
- met with CPAC members individually who were unable to attend the meeting.
- discussed the progress on the Waterfront Masterplan effort with staff and reviewed work effort to date in relation to the Comprehensive Plan

In preparation for CPAC Meeting #3, Kimley-Horn prepared and distributed the first discussion draft Land Use and Housing Element documents for review and discussion by the CPAC committee and City Staff. CPAC members and City Staff will now have several months to review and provide feedback to the Project Team as these draft documents continue to be finalized.

Additionally, background information for the Community Facilities and Services and Transportation Elements was provided to City Staff and the CPAC. The Project team prepared a PowerPoint presentation of background information and preliminary discussion points as well as physical maps to inform the discussion.

The meeting minutes from all CPAC meetings are available on the project website (www.visionvaldez.com).

Upcoming Site Visit and CPAC Meeting #4

The next CPAC meeting is scheduled to take place on May 22, 2019 and tentatively scheduled to be held at the City Council Chambers. The Kimley-Horn team will be in Valdez from Monday until Thursday of that week and will provide another in-person update at the City Council Study Session. Both the CPAC meeting and the City Council Study Session are open to the public. The CPAC has provided for time to be set aside during the meeting for public comment.

In preparation, the Kimley-Horn team will have key topics/policy considerations related to the Public Safety/Emergency Services and Parks and Recreation Elements for discussion purposes at the upcoming CPAC meeting and review by City Staff. This information is similar to the level of detail provided during previous meetings and is meant to provide the CPAC with data and analysis to provide a context for discussion. The Kimley-Horn team will then take the feedback received and create the draft version of these two elements. This protocol will reoccur with all subsequent meetings.

Kimley-Horn will also distribute discussion draft versions of the Community Facilities and Services and Transportation Elements for review by the CPAC and City Staff. Similar to the Land Use and Housing Elements, the review and comment period for these documents will run from their release date until preparation for the finalization of the Comprehensive Plan. The plan's various chapters will be revised and modified throughout the various iterative discussions that will occur with staff, CPAC, Planning and Zoning Commission and City Council.

The Kimley-Horn team has handled all coordination for the upcoming May meetings, including reserving meeting space, correspondence with the CPAC members, and updating the project website.

Attachments

Attachment A: CPAC Meeting #3 Agenda/Minutes – March 6, 2018

Attachment B: Weekly Coordination Call Meeting Minutes



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Meeting Minutes - Draft

Comprehensive Plan Advisory Committee (CPAC)

Tuesday, March 6, 2019

6:00 PM

Valdez Civic Center

Meeting #3

REGULAR AGENDA - 6:00 PM

I. CALL TO ORDER

CPAC Members					
	Angela Alfaro	P	Jessie McKay		Donna Shantz
X	Dave Dengel		Rod Morrison		Colleen Stephens
	James Dunn	X	Kathy Nielsen		Keith Thomas
	John Engles	X	Dahlia O'Neil	X	Grant Uren
	Mary Jo Evans	X	Jesse Passin		Rhonda Wade
X	Susan Love		Jeremy Robida	P	Mike Wells
Project Team					
	Martha Barberio	X	Dave Barquist		Keith Pelan
X	Rochelle Rollenhagen	X	Nicholas Chen		
X = Attended in person P = Attended via conference call					

II. ROLL CALL / INTRODUCTIONS

- Welcome new member – Dave Dengel

III. PUBLIC COMMENT PERIOD

- Several members of the public present, no formal public comments made but many members in attendance gave feedback throughout the meeting.

IV. KIMLEY-HORN PRESENTATION

- Additional Materials to CPAC Handbook
 - Materials were provided to CPAC via SharePoint on 3/4/2018
- Project Schedule and Tentative Future Meeting Dates
 - Next meeting date will be determined by online availability poll due to the number of members unable to attend/provide input on availability

V. OVERVIEW OF THE DRAFT LAND USE AND HOUSING ELEMENTS

- Kimley-Horn Overview Presentation
 - The Project Team presented an informational powerpoint on the Housing/Land Use sections and did a document walkthrough of the highlights

2. Short Question and Answer

- What is the difference between the Ports and Harbor Master Plan and the Comprehensive Plan?
 - Staff explained that the P&H Master Plan is a more focused effort that must be consistent with the Comprehensive Plan but will have recommendations for physical improvements. Project-long coordination has been arranged between the two planning efforts.
- Is there an agriculture land use designation?
 - Different types of agricultural uses would be covered at the zoning/implementation level. Multiple land uses may allow for agricultural uses
- Committee expressed that we shouldn't accept a decline in population as the way it is going to be. Rather we should plan to have a sustainable number of people in Valdez.
 - What is that population number?

3. Next Steps on providing feedback/review

- CPAC will provide comments over the coming months in either online or in-person submittal at next visit
- Kimley-Horn will add On-the-Ground Land Use and Employer information over the next couple of months (dependent on availability of information)

VI. INTRODUCTION TO THE TRANSPORTATION AND UTILITIES SECTIONS

1. Transportation

- Purpose and Intent
- Planning Factors
 - City doesn't feel they have much say in the Alaskan Marine Highway (AMH) system
 - AMH is expensive to use and does not run very frequently
 - Great system that is run poorly
 - Ferries serve as emergency vessels
 - Potential to support a separate PWS Ferry system?
 - Collect past information from PWSED District
 - FAA has the ability to enhance facilities for more reliable air travel, but a private airline would need to request it
 - Long-term goal could be to re-evaluate the rail system for movement of both people and goods
 - Some Alaska Rail tracks present in Valdez
 - Barging is the unsung hero of the Valdez economy
- Transportation Opportunity Corridors
 - Airport Area/Mineral Creek
 - Need to review potential conflicts between boating transfers and VCT shipping
 - City Center/Egan Drive
 - Constraints on redevelopment are due to cost of moving/changing existing utilities
 - Egan Drive is owned by the State of Alaska from Richardson Highway until Hazelet Street
 - There are bottlenecks within the City where pedestrians are not favored (corner of Harbor Drive and Meals Avenue)
 - What are the opportunities to create pedestrian space along Harbor Drive without impacting snow removal immensely?
 - If we create the space within the City Center (through potential removal of boat stack, redevelopment of vacant lots, etc.), what businesses should we look to attract?

- Parking downtown is an issue:
 - Length of time (up to 3 weeks)
 - RV Parking in normal spaces
 -
 - Surrounding Neighborhoods
 - For development north of Corbin Creek subdivision, access along Dike Road may be the best option as opposed to through the existing Corbin Creek or Robe River subdivisions
 - Has not deteriorated at all in recent flooding instances
 - Private group has begun the easement process for a stream crossing near the Valdez Glacier
 - Important to have both a primary and secondary access
- Strategic Roadway Enhancement (Create New Designation)
- Other transportation-related comments:
 - Valdez is the beginning of Richardson Highway, not the end.
 - Project team to provide Ports and Harbor preliminary concepts to CPAC committee
 - Port of Alaska is failing, how can Valdez take advantage of their strategic positioning and facilities/port abilities
 - Potential to be a hub for nontraditional freight
 - The City should use the Comprehensive Plan as a catalyst for regional transportation
 - How do we create value add within the community?

2. Utilities

- Purpose and Intent
- Planning Factors
- Current Service Areas
 - City received money from the Federal Government subsidized the past 10-mile health and safety issue and long-run water treatment
- Future Service Line Extension Areas
 - Putting sewer in may decrease the barrier for entry for new housing and make housing cheaper in the future
 - Need water treatment at 10-Miles and Robe River subdivisions
 - Is septic a sustainable long-term strategy?
 - Satellite facilities for water/sewer would eliminate the need for long service lines and to tie back into the main water/sewer facilities
 - Would require City to haul sewage
 - City should research the potential for using tidal energy or other sustainable energy methods
 - Wind energy
 - Seward example – testing using seawater to heat buildings
 - New developments should include sustainable building techniques and energy-saving procedures
 - City should find alternative sources for energy creation
- Outside services (Technology Infrastructure)

VII. Additional Feedback

1. Some members felt that the Land Use and Housing Element introduction portion of the presentation ran long and could be shortened in the coming meetings
2. The committee discussed meeting more frequently. These would be noticed public meetings, per the City's requirements for appointed committees

VIII. Adjourn

MINUTES

COMPREHENSIVE PLAN WEEKLY TEAM MEETING

March 15, 2019

10:30 – 11:30 AM AKDT

Call in #'s:

+1 919-238-4499

+1 866-691-4535

Conference ID: 5196799

Attendees: Martha Barberio, Rochelle Rollenhagen, David Barquist

DISCUSSION ITEMS

1. Recap of March 4-7 Visit

- a. Council Work Session Recap
- b. CPAC Meeting Minutes Review/Meeting Recap
- c. Meeting with Jeremy Talbot Recap

David Barquist provided an overview of the site visit. Minimal questions by the City Council during presentation. Staff indicated they were okay with the meeting minutes and they could be sent to the CPAC committee. Discussed the Waterfront Masterplan effort and need for ongoing discussions with Jeremy and his team. K-H will follow up with PND regarding the master as needed through the planning process in coordination with Jeremy.

2. Monthly Update to Council

- a. Next Update April 2, 2019

K-H has offered to provide additional updates for the benefit of staff and the City Council in the form of update Memorandums to be delivered approximately the first week of each month. This Memorandum will provide a brief written summary of work efforts for the prior month and any other appropriate information items (upcoming events, etc.)

3. Next Steps

- a. Schedule Next Visit
- b. Weekly Meeting Protocol
 - i. Weekly Agenda
 - ii. Weekly Minutes
- c. CPAC Meeting Protocol
 - i. Drafts of documents out Friday before meeting week
 - ii. CPAC review directions Friday before meeting week
 - iii. Discussion/background Intro (<15 minutes)
 - iv. CPAC discussion

City staff will review calendars to determine the preferred week for next site visit(late may, early or mid June) based on K-H suggested dates. Staff will provide that date on our 3/22 team call.

K-H provided summary of new weekly meeting protocol which includes a weekly agenda to be provided prior to our weekly Friday meetings. City staff will add additional agenda items for discussion prior to each Friday meeting. Minutes of the meeting will be provided by the following Monday.

Based on discussion with CPAC meeting protocol has been determined to be as follows; (1) K-H distributes draft of any discussion items Friday prior to meeting date, (2) CPAC to be provided review instructions/directions with Friday distribution, (3) K-H to provide only brief overview of document (< 15 min) at the beginning of each meeting, (4) CPAC to commence discussion. It was requested by Susan Love to reduce the amount of presentation time and leave as much time as possible for the CPAC to have discussion. The CPAC agreed to the above items.

4. Invoicing and Reporting

- a. Status of Invoices
- b. New Invoicing addition – summary of work performed

K-H reviewed status of invoice and discussed additional K-H suggestion of adding a summary of work performed to each monthly invoice so staff can see efforts related to billing more clearly. K-H discussed status of outstanding invoicing since November 2018. Martha will review modified Nov and Dec 2018 invoices changed to consolidated Jan 2019 invoices as previously requested. Martha will provided payment status during 3/22 project call.

SCHEDULE**1. Next Weekly Meeting Date**

Next weekly meeting date is Friday 3/22 at 10:30am. This is a standing meeting date and time that can be modified with advanced notice from city or K-H.

2. Next Team Visit Date Options:

- a. May 20 – 24
- b. June 3 – 6
- c. June 17-20

City staff will provide preferred dates by the 3/22 team call. Once dates are confirmed, website and other collateral will be updated accordingly.

MINUTES

COMPREHENSIVE PLAN WEEKLY TEAM MEETING

March 22, 2019

Call in #'s:

+1 919-238-4499

+1 866-691-4535

Conference ID: 5196799

Call was cancelled at City request.

MINUTES

COMPREHENSIVE PLAN WEEKLY TEAM MEETING

March 29, 2019

Call in #'s:

+1 919-238-4499

+1 866-691-4535

Conference ID: 5196799

Attendees: Martha Barberio, Rochelle Rollenhagen, Nick Chen, David Barquist

DISCUSSION ITEMS

1. Follow up on Next Meeting Scheduling

- a. CPAC Select date options
 - i. May 20 – 24
- b. Sent doodle poll out to CPAC Member at May 22nd elected as meeting date
- c. Next visit meeting logistics
 - i. Room/Location
 - ii. City Staff to confirm Council Update session time.
- d. Work on Public Safety and Emergency Services and Parks and Rec at May 21 Session
 - i. Set up meetings with public safety staff/emergency services May 20-24
 - ii. Set up meetings with Parks and Rec staff May 20-24
- e. Wait for tourism/visitor services and community facilities until summer so cruise ships can arrive/learn lessons and we can have better access to tourist related services when they are actively in business.

City Staff to look into moving the P& Z meeting on May 22nd. Tentative use of Council Chambers for the CPAC Meeting. Kimley-Horn will attend a City Council work session on Tuesday, May 21st, to provide a Council update.

Kimley-Horn proposed changing topics to Public Safety/Emergency Services and Parks and Recreation for the next visit to allow for the experience of having cruise ships come in during May. City Staff agreed to change. Kimley-Horn will request meetings with staff during May 20-24 visit regarding public safety, emergency services and parks and recreation.

Staff expressed that Planning and Zoning Commission members have expressed their interest in becoming more involved the Comprehensive Plan process

Kimley-Horn will set aside Agenda time at the next CPAC meeting to discuss Land Use and Housing feedback as part of the program. Project team to get an update on the Waterfront Master Plan and ensure consistency.

2. CPAC Membership

- a. Resignation of Member
- b. Attendance Record of CPAC
- c. Meeting Forecast next meeting dates
 - i. May
 - ii. August
 - iii. October
 - iv. December
- d. Additional Meeting dates – CPAC Working Sessions?
 - i. Note: these must be formal meetings of CPAC

James Dunn provided his letter of resignation to City Staff for a variety of personal and professional reasons. It was agreed that no additional appointments are necessary for the CPAC Team agreed to make sure we have a quorum of the CPAC each meeting and to remind CPAC members that attendance at the remaining meetings is important to the success of the CPAC's work.

Kimley-Horn indicated that any additional meetings of the CPAC would have to be a formal committee meeting that is noticed with an agenda, as mentioned at the last meeting. Since they are a council sanctioned Ad Hoc committee, the committee is required to have noticed meetings with minutes so the Council and staff are always apprised of their work.

3. Next Steps

- a. Kimley Horn to schedule meeting location/logistics for CPAC
- b. Monthly City Council report to City on April 2nd

Staff will contact City Clerk to schedule Council Working Session a place on council agenda. Update would be similar to prior update format at the March council meeting. Kimley-Horn will provide a monthly written update to staff for council review on April 2nd. Staff will provide the written update as part of an upcoming Council Agenda.

4. Invoicing and Reporting

- a. Status of Invoices per last discussion
 - i. 90-day + past due invoices

Kimley-Horn and staff discussed ongoing 90-day past due invoice. Staff was provided revised invoices for November/December 2018 invoices reflecting reduced percent complete for various tasks. It was previously agreed that billing less than 100% of tasks would be a workable solution for the land use and other tasks until the meetings for CPAC for those topics are complete. This would

require Kimley-Horn to hold back billings for these tasks until after the CPAC meetings where those draft documents area presented.

Staff explained to Kimley-Horn that the City's finance department needs to review these invoices and Martha has a scheduled meeting to review. Kimley-Horn requested to part of those conversations to ensure that is no miscommunication.

Kimley-Horn had previously recommended a portion of the billings be held back so that the CPAC and staff has a draft document in hand prior to billing 100% of each task relating to Comprehensive Plan Elements. This is currently reflected in the Nov 2018 – Jan 2019 consolidated bill that was previously sent to the City. The consolidated bill was required per the city's finance department not honoring additional 2018 invoices so they can close their books for 2018 Kimley-Horn to recommended that portions of the work effort will be held back from billing until after a draft document is received by staff. Staff agreed that this is an agreeable solution.

Kimley-Horn requested resolution and/or further discussion prior to the next regularly scheduled weekly meeting on April 5, 2019. Staff will follow up with these items prior to the next meeting.

5. Additional Updates From Staff

State DOT came to Valdez and gave an update on the Airport Master Plan and how it impacts the Airport and Robe Lake Areas. City to provide a contact information.

City staff provided update on the current City changes, including the resignation of City Manager Elke Doom. Assistant City Manager Roxanne Murphy named Interim City Manager.

Cruise ships returning during the next visit. Is it possible to get the data on what excursions they sign up for? City staff to look into availability of that data.



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 19-0166, **Version:** 1

ITEM TITLE:

Council Calendars - April & May 2019

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

City Council calendars for April and May 2019 attached for reference.

April

2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 5pm - Property Tax Appeal Deadline 7pm – Ports & Harbor Commission	2 7pm – City Council Meeting	3	4	5	6
7	8 6:30 pm – School Board	9 5:30pm – Library Board Meeting (@ Library) 6:30pm – PVMC HAC Meeting (@ Hospital) 7pm – Parks and Rec Commission	10 7pm – Planning & Zoning	11	12	13
14	15 9am – Audit Committee 7pm – Waterfront Master Plan Public Meeting (@ Civic Center) 7pm – Ports & Harbor Commission	16 6pm Council Work Session (Alternate Options for Trash Collection During Bear Season) 7pm City Council Meeting	17 7pm Economic Diversification Commission	18 6:30pm – VMHA Board Meeting (@ Museum)	19	20
21	22 Absentee Voting @ City Hall 6:30 pm – School Board	23 Absentee Voting @ City Hall 5:30pm – Board of Equalization Hearing (If needed)	24 Absentee Voting @ City Hall 7pm – Planning & Zoning	25 Absentee Voting @ City Hall 6pm – Council Work Session (CM Recruitment)	26 Absentee Voting @ City Hall	27
28	29 Absentee Voting @ City Hall Noon – Beautification Task Force Meeting	30 Absentee Voting @ City Hall				

Note 1: This calendar is subject to change. Contact the City Clerk’s Office for the most up-to-date information. Strike-thru indicates cancellation of standing meeting.

Updated 04.10.19

Note 2: Unless otherwise notated, all meetings and events listed on this calendar are held in City Council Chambers.

May

2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Absentee Voting @ City Hall	2 Absentee Voting @ City Hall	3 Absentee Voting @ City Hall	4
5 Absentee Voting @ City Hall 7pm – Ports & Harbor Commission	6	7 MUNICIPAL ELECTION DAY (Precincts Open 7am-8pm) (Preliminary Results Around 9pm)	8 Absentee & Questioned Ballot Counting Board Meets 7pm City Council Meeting (Election Certified)	9 7pm – Planning & Zoning	10	11
12 6:30 pm – School Board (New Board Members Sworn-in)	13	14 5:30pm – Library Board Meeting (@ Library) 6:30pm – PVMC HAC Meeting (@ Hospital) 7pm – Parks and Rec Commission	15 7pm Economic Diversification Commission	16 Noon – Permanent Fund Committee Meeting 6:30pm – VMHA Board Meeting (@ Museum)	17	18
19 7pm – Ports & Harbor Commission	20	21 7pm City Council Meeting (New Council Members Sworn-in)	22	23 7pm – Planning & Zoning	24	25
26 6:30 pm – School Board	27 HOLIDAY	28 Noon – Beautification Task Force Meeting	29	30	31	

Note 1: This calendar is subject to change. Contact the City Clerk’s Office for the most up-to-date information. Strike-thru indicates cancellation of standing meeting.

Updated 04.10.19

Note 2: Unless otherwise notated, all meetings and events listed on this calendar are held in City Council Chambers.

Note 3: City Clerk will be out of the office and traveling for IIMC Region Director requirements, May 16-26 and May 31-June 9.