



## ASSOCIATED GENERAL CONTRACTORS of ALASKA

8005 SCHOON STREET • ANCHORAGE, ALASKA 99518  
TELEPHONE (907) 561-5354 • FAX (907) 562-6118

September 10, 2003

**Mr. David Tremont**  
**Planning Department**  
**Municipality of Anchorage**  
**P.O. Box 196650**  
**Anchorage, Alaska 99519-6650**

**Re: Title 21 Rewrite**  
**Module #1**

**Dear Mr. Tremont:**

**The following are the comments from the commercial builders representatives on Module 1. No doubt additional comments will be generated as the rewrite project proceeds. The lack of a complete document with references and the lack of definitions preclude submitting all comments at this time. It would also be beneficial if in the future a single page numbering system were used for the entire module to avoid confusion when referring to the various section components.**

**1. Page 2 paragraph 21.01.030 Items J, K, M, N and O-**

**These are worthwhile concepts but how can they be measured and evaluated? How do we promote vitality? What do we mean by managing congestion? Do we protect the diversity of habitats to the exclusion of all else or is it balanced against other provisions? If so, how? Since many of these items are intangible do they belong in the code or should they be addressed somewhere else? Where in the code does it indicate the desire to aid or promote the reasonable and economical development of Anchorage?**

**2. Page 5 paragraph 21.01.060 A-**

**If a violation under the original code is not a violation under the new code why should a civil penalty continue to be assessed?**

**3. Page 6 paragraph 21.01.060 B-**

**Why is the paragraph proposed? If it conforms to all requirements of the code it is obviously lawful. Is the intent of this section to grandfather in**

items that failed to obtain the necessary approvals so long as they are deemed to comply with the requirements of this title?

4. Page 6 paragraph 21.01.060 D2-

Allowing only 12 months extension on preliminary approvals between the codes will be inadequate in many cases. A major commercial or governmental building cannot be designed and processed in the suggested time frame. Look at the time the rewrite of this section is taking. The time period needs to be expanded to perhaps a minimum of 36 months.

5. Page 5 Paragraph 21.02.020 B-

The scope of this exercise should consider the effectiveness and need for existing Boards and Commissions. For example, many construction professionals believe that the Urban Design Commission serves no functional purpose. The rewrite of this title appears to be attempting to find some use of the commission, but in the end does little to indicate how the Commission meets a specific need and furthers the purpose of this title. If there are useful functions provided by this Commission, can those functions be absorbed within the scope of other Boards and Commissions? For example, Paragraph 21.02.080 #9 is just an example of a project that should best be assigned to functioning departments within the Municipality. This paragraph seems to imply that the professional staff managing the city cannot perform this function and that a Commission of volunteers will be better able to manage the task. If a problem exists with the professional managers within the Municipality deal with it, don't try to skirt the issue with volunteers.

6. Page 3 paragraph 21.03.020 #7-

The recommended six-month period does not appreciate the work that must be done. Why give the design community impossible and impractical goals to meet? It just wastes money. As with paragraph 21.01.060 D2, allowing 36 months would appear more appropriate.

7. Section 21.03 Page 4 footnote 3-

The threshold criteria for Traffic Impact Assessments remains a critical issue and needs to be addressed by the advisory committee, not just the consultants and staff.

**8. Page 5 Paragraph 21.03.020 -7**

**Community meetings should be used judiciously to inform the public of important events impacting their local areas. But the rewrite of the title must recognize that public meetings delay the process and must allow for those delays in the time requirements for the various provisions.**

**9. Page 5 Paragraph 21.03.020-F2-**

**A community meeting should not be the standard but rather the exception. The Director should require a community meeting when it is deemed necessary and critical to the public understanding of a complicated, controversial plan, otherwise it would not be required.**

**10. Page 6 paragraph 21.030.020 F 5-**

**The possibility of involvement by multiple community councils needs to be addressed. This process should not be allowed to become a process of delaying projects.**

**11. Page 6 paragraph 21.030.020 F7-**

**Any additional staff cost for attending community meetings should be borne by the MOA. After all, the purpose of the meetings is for community involvement. The developer is already paying the cost to have his staff attend and the process should not be viewed as an additional source of revenue to a department. The developer is currently assessed a fee to the Municipality for the development. If that fee is inadequate, the department needs to deal with the problem through appropriate channels, not seek an end-run around the fee structure.**

**12. Page 12 Chapter 21.03 footnote 17-**

**When a developer submits a proposal to the Municipality they expect a decision. They have invested time and money into a project that they believe will fulfill the requirements of this title and they are following a process that will lead to construction and utilization. The MOA, whether through staff or a Board or Commission should not be given a "pocket veto" of a project by their failure to act and thereby failing to provide comments regarding the perceived shortcomings of the proposal. The development community cannot tolerate being in the position that the MOA can deny a permit simply by failing to act.**

**13. Page 20 paragraph 21.03.050 A. –**

**Why is the requirement that rezones shall precede Corp permit applications needed? See also 21.03.060 C2c.**

**14. Page 25 paragraph 21.03.060 2a-**

**The requirement that “all improvements have been installed” prior to issuing a building permit or certificate of occupancy is needlessly onerous and needs to be reviewed. It ignores the unique construction constraints of Alaska and assumes that all improvements are equally critical. The builder should be allowed to post a bond or have other options to address this requirement. This paragraph is also in conflict with 21.03.110 E4.**

**15. Page 32 paragraph 21.03.060 C4b-**

**The requirement for a 60-day review period for a “Final Plat” is too long. Fourteen days should be adequate for a Final Plat review. After all it has already been reviewed once.**

**16. Page 39 paragraph 21.03.070E5-**

**Delete the word “maximum”. If the word maximum remains in the paragraph it creates an impossible level of attainment, particularly since “to the extent practicable” is a flexible standard. See also page 42 21.03.080 E4.**

**17. Page 42, 21.03.090**

**The Municipality of Anchorage currently requires landscaping on Anchorage School District projects that cost between .5% and 2% of the project cost. Unfortunately the ASD does not have the money to maintain the landscaping once it has been installed and the contractor warranty period ends. This is an example of a serious disconnect between the requirements of this title and the reality of the real world of public finance. The burden of this disconnect is borne entirely by the public through their repayment of the bonds issued for the construction of the schools and must be considered in this revision. Under the current title and this proposed rewrite, the taxpayers are forced to incur a cost related to code compliance that has no long-term benefit since the landscaping is not maintained after the warranty period. The taxpayers deserve better from their public officials.**

**18. Page 46 paragraph 21.03.090 C 5bv-**

**Delete this paragraph. If and when the 1% for Art is revised it will create a conflict within the document. What would be the interpretation if the 1% for Art were revised to require 2%? The requirement to comply with "All" MOA requirements already exists.**

**19. Page 50 paragraph 21.03.110 C 2d-**

**Six months is an inadequate time period between the issuances of a permit and starting work. A permit issued late in the summer may not allow the developer sufficient time to go finalize bid documents, allow contractors to develop bids, bid, negotiate the final contract, and allow the contractor to mobilize and undertake the work. Twelve months is a more realistic period.**

**20. Page 55 paragraph 21.03.120 C2-**

**This does not correctly describe the process now in use. Currently the contractor calls for a "Zoning Inspection" and they issue an inspection report that indicates approval for CO.**

**21. Page 62 paragraph 21.03.190 B1-**

**Add new paragraph e indicating the parking is open to the minor modifications interpretation.**

**22. Page 62 paragraph 21.03.190 B2**

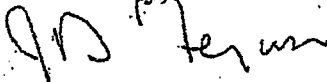
**Why is building height listed here? It should be open to the minor modifications listing.**

**23. Page 66 paragraph 21.03.200 F 4-**

**Delete the words "or by implication". This code must be clear and concise. The developers have right to depend on the written word not try to guess some other potential intent of the writer.**

**In many instances, the tone of these proposed changes verges on being anti-development. Time to move through the process has been extended, but the turn around time of the contractor to perform has been shortened. Hopefully this attitude will not carry over to the next modules.**

Sincerely,

A handwritten signature in black ink, appearing to read "J. A. Fergusson". The signature is written in a cursive style with a large initial "J" and "F".

**J. A. Fergusson**

**Chairman, MOA Task-Force for Title 21 Revision**