

Chair

Tom McGann

Commissioners

Scott Pegau

John Baenen

Allen Roemhildt

Mark Frohnapfel

Heath Kocan

Nancy Bird

City Planner

Samantha Greenwood

Assistant Planner

Leif Stavig

PLANNING COMMISSION REGULAR MEETING
MARCH 28, 2017 AT 6:45 PM
CORDOVA CENTER COMMUNITY ROOMS A & B

AGENDA

1. CALL TO ORDER

2. ROLL CALL

Chair Tom McGann, Commissioners Scott Pegau, John Baenen, Allen Roemhildt, Mark Frohnapfel, Heath Kocan, and Nancy Bird

3. APPROVAL OF AGENDA (voice vote)

4. APPROVAL OF CONSENT CALENDAR (voice vote)

- a. Minutes of February 14, 2017 Regular MeetingPage 2
- b. Record excused absence for Heath Kocan from the February 14, 2017 Regular Meeting
- c. Record unexcused absence for John Baenen from the February 14, 2017 Regular Meeting

5. DISCLOSURES OF CONFLICTS OF INTEREST

6. CORRESPONDENCE

- a. Letter from Dan Nichols.....Page 6

7. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

- a. Guest Speakers
- b. Audience comments regarding agenda items (3 minutes per speaker)

8. PLANNER'S REPORTPage 7

9. NEW/MISCELLANEOUS BUSINESS

- a. Lakeview Drive Road Rename.....Page 8
- b. Proposal for Lot 20, Block 23, Original Townsite.....Page 14
- c. Site Plan Review – Dan NicholsPage 44
- d. Chapter 16 Building Codes Discussion.....Page 81

10. PENDING CALENDAR

- a. April 2017 CalendarPage 89

11. AUDIENCE PARTICIPATION

12. COMMISSION COMMENTS

13. ADJOURNMENT

PLANNING COMMISSION REGULAR MEETING
FEBRUARY 14, 2017 AT 6:30 PM
CORDOVA CENTER COMMUNITY ROOMS A & B
MINUTES

1. CALL TO ORDER

Vice Chair **Tom McGann** called the Planning Commission Regular Meeting to order at 6:30 PM on February 14, 2017 in Cordova Center Community Rooms A & B.

2. ROLL CALL

Present for roll call were Vice Chair **Tom McGann** and Commissioners **Scott Pegau**, **Allen Roemhildt**, **Mark Frohnapfel**, and **Nancy Bird**. **John Baenen** and **Heath Kocan** were absent.

Also present was City Planner **Samantha Greenwood** and Assistant Planner **Leif Stavig**.

1 person was in the audience.

3. APPROVAL OF AGENDA

M/Pegau S/Bird to approve the agenda.

Upon voice vote, motion passed 5-0.

Yea: McGann, Pegau, Roemhildt, Frohnapfel, Bird

Absent: Baenen, Kocan

4. APPROVAL OF CONSENT CALENDAR

a. Minutes of January 10, 2017 Public Hearing

b. Minutes of January 10, 2017 Regular Meeting

M/Frohnapfel S/Roemhildt to approve the consent calendar.

Stavig said that he forgot to add "record excused absence for **Nancy Bird** from January 10, 2017 Regular Meeting." There was no objection to the addition to the consent calendar.

Upon voice vote, motion passed 5-0.

Yea: McGann, Pegau, Roemhildt, Frohnapfel, Bird

Absent: Baenen, Kocan

5. DISCLOSURES OF CONFLICTS OF INTEREST

6. CORRESPONDENCE

a. State DOT Public Notice

7. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

a. Guest Speakers

b. Audience comments regarding agenda items

Bret Bradford, 402 Railroad Row, spoke in opposition of agenda item 9a. The lots in question are up against a cliff. The lots up above them are original townsite lots with buildings built around 1910, before there was any zoning or lot lines. There is a natural windbreak created by trees along the lots. Several years ago, a property owner located three lots south of his went to the city to purchase the top portion of a similar lot. Development of the lots could degrade existing property values and there could be issues with pollutants coming up over the hill. He urged the commission to recommend not disposing the lots and he said if they wanted to dispose of the top of the lots, he would be interested in purchasing the portion behind his house.

8. PLANNER'S REPORT

Greenwood said the Great Land Trust donation was still being negotiated. She explained that City Council had originally planned to put the Power Creek parcel out for proposals, but they changed their mind. She said that the water department would be testing the ferry's drinking water. She said they had been preparing write-ups in case there is any federal infrastructure money. **Roemhildt** verified that the nonconforming code was effective.

9. NEW/MISCELLANEOUS BUSINESS

a. Disposal of Lot 8 and 9, Block 1, Odiak Park Subdivision

M/Bird S/Roemhildt to recommend to City Council to dispose of Lot 8 and 9, Block 1, Odiak Park Subdivision as requested in the letter of interest from Eagle Contraction as outlined in Cordova Municipal Code 5.22.060B by negotiating an agreement with Eagle Contracting to lease or purchase the property.

Bird said she had wondered about the same questions raised by **Bradford**. **Bird** said it sounded like the lot lines would have to be addressed. **Greenwood** said that a title search would clear it up and costs would have to be negotiated. **Roemhildt** said that in the past they have not sold nearby land because of the greenbelt issue. He said that disturbing the ground may affect the foundations of the houses. **Pegau** said that the property was a steep cliff and he doesn't see how it could be developed and meet setbacks without a lot of rockwork.

Frohnappfel said he wanted to refer it back to staff to resolve the property line issue. He said it was not up to the commission to determine whether or not someone could use the property; it was whether or not the property is for sale. **Greenwood** said that the city does not have the funds to resolve the issue and that typically the title search would be a part of the disposal process. Staff did not know the issue existed until they received a letter of interest. In a typical land sale these sorts of title issues are sorted out during closing. **Stavig** said that there is a substantial amount of land the city shows as available that the city doesn't even have title to yet. **Greenwood** pointed out that this was similar to the Section Line easement they discovered on the Power Creek property; all of these issues get sorted out during the disposal process, so that the costs for sorting the issues out can be a part of the negotiations.

McGann said that you can't do something on your property that adversely affects the neighbor's property. He said that just because it is available does not obligate the commission to dispose of it. **Bird** said that all of the properties along the hill were shown as available and that maybe they should look at making all of the lots not available.

M/Bird S/Roemhildt to amend the motion to recommend to City Council to dispose of portions of Lot 8 and 9, Block 1, Odiak Park Subdivision as outlined in Cordova Municipal Code 5.22.060 by requesting sealed proposals to lease or purchase the property.

Upon voice vote, amendment passed 5-0.

Yea: **McGann, Pegau, Roemhildt, Frohnappfel, Bird**

Absent: **Baenen, Kocan**

Upon voice vote, main motion passed 3-2.

Yea: **McGann, Baenen, Roemhildt**

Nay: **Pegau, Frohnappfel**

Absent: **Baenen, Kocan**

b. International Residential Code Discussion

Greenwood asked the commission if they should even adopt an International Residential Code (IRC). She wanted it to be clear that just because they may adopt the Alaska Housing Finance Corporation (AHFC) IRC does not mean they are following their rules for inspections. If the city adopts the code there will be no enforcement. When people sign building permits, they are saying that they will abide by all applicable codes. **Pegau** said he wants to have permits and some kind of code; he isn't sure that it needs to be the 2012 IRC. **Roemhildt** said that a builder should build a home to a standard that they can sell it or that's on them. He doesn't see enforcing codes as a city responsibility. **Frohnappfel** said he was a proponent of building codes and building inspections, and he thinks it is good for new construction. **Bird** said with the nature of Cordova not having inspectors available and no enforcement she wants to encourage people to build to codes, but not adopt the codes. Unless people are wealthy enough to not get financing, they are already going to have to meet the AHFC codes.

Greenwood said there were a couple AHFC amendments that she would be looking into to. They don't have to abide by their codes and amendments; they can do what they want. **McGann** said he was very much in favor of adopting the code; in fact it was the reason he got on the commission. The current code is terrible and refers to things that have no relevance today. All new construction should be inspected. At least when people come in for a permit they have an incentive to do it right. It would also give contractors guidance. As a city, they should be establishing standards. **Frohnappfel** said that he agreed; not only does it protect the contractor, but it also protects the homebuyer. The commission concurred that they were in agreement to move forward with adopting the 2012 IRC with amendments. **McGann** said he didn't think they needed to see other city's amendments to the IRC as the AHFC was a good framework for them to work off of.

c. Chair Election

Roemhildt moved to refer 9c and 9d back to staff. Motion died for lack of a second.

Bird asked **McGann** and **Pegau** if they were still willing to serve and why they wanted to be chair. **McGann** said it was a pleasure to serve. **Pegau** said he was willing, but he looks at his travel schedule and the building codes and he thought it may be better for **McGann** to be chair.

Roemhildt nominated **McGann** for Chair.

McGann called for a roll call vote.

Upon roll call vote, **McGann** was elected Chair 5-0.

Yea: **McGann, Pegau, Roemhildt, Frohnappfel, Bird**

Absent: Baenen, Kocan

d. Vice Chair Election

Bird nominated Pegau for Vice Chair.

McGann called for a roll call vote.

Upon roll call vote, Pegau was elected Vice Chair 5-0.

Yea: McGann, Pegau, Roemhildt, Frohnappfel, Bird

Absent: Baenen, Kocan

10. PENDING CALENDAR

11. AUDIENCE PARTICIPATION

Bradford thanked the commission for digging into agenda item 9a. He said they seem like a high-functioning, cooperative board. Making all of the lots not available would have saved a lot of people's headaches and city time and money.

12. COMMISSION COMMENTS

Pegau said when he got on the commission they were talking about Titles 16, 17, and 18. He has always been hoping to finish the conversation and hopefully get those off the list.

Frohnappfel said it was time for him to bring up addressing. **Pegau** said that is why Lakeveiw Drive is being changed.

McGann agreed with **Pegau** and said that a lot of time had been spent in the past on these portions of the city code.

13. ADJOURNMENT

M/Pegau S/Frohnappfel to adjourn the Regular Meeting at 7:50 PM.

With no objection, the meeting was adjourned.

Approved:

Tom McGann, Chair

Leif Stavig, Assistant Planner

Daniel A Nichols
P.O. Box 235
Cordova, AK 99574
February 13, 2017

City Council/Planning Commission
City of Cordova
P.O. Box 1210
Cordova, AK 99574

RE: Extension of Completion date for building on Lot2, Block3, Cordova Industrial Park

Dear City Council and Planning Commission:

I was hopeful to have had the building on Lot 2, Block 3 in the Industrial Park at least partially completed by the March date. I hired a local contractor to bring to the property the sewer, water, power and telephone line last Fall before freeze up. I was put on a long list but was told they would have it in by freeze up. Unfortunately, by the time they got started locating the lines and then miss-locating them, the ground had frozen. I also had a signed contract with Redden Net to occupy half of the downstairs and they went out of business.

I therefore, redesigned my building which took reengineering a new foundation and redesigning the whole building.

So now I am awaiting the ground to thaw, utilities to be laid and concrete to be poured for the walls and posts. I still hope to have the project completed by May 15, 2017. At the time I was awarded the property, I was asked by Mayor Jim Kallander if I needed as much time as Camtu got for her project. I said, "No, thank you." In hindsight, I wish I could take that back. I am trying to keep the work in town and hopefully, I can. Thank you.

Respectfully,



Daniel A Nichols

Planner's Report

To: Planning Commission
From: Planning Staff
Date: 3/23/17
Re: Recent Activities and Updates

- Four building permits issued since the last meeting.
- Write up for Trump funding for harbor and finishing priority roads that have been surveyed
- Copper River Watershed Lease for South fill lot will be effective May 1st.
- RFP for Lots 8 and 9, Block 1, Odiak Park Subdivision is out and proposals are due May 1st.
- Completed ACWF loan applications for harbor and analysis of water production versus sewer discharge
- Completed scope of work application for Post LT2 work to include mini excavator.
- Provided information to the public on multiple inquiries about building, setbacks, and zoning regulations.
- Completed surface water usage data for state database.
- Working DEC on approval to use loan requirements for oil separator at baler.
- Worked with DEC to get permission to submit for reimbursement more frequently to meet grant and submittal deadlines.
- Conference call with Safe Routes to School national partnerships. Provided information about 2013 SRTS grant and 2017 ATAP award; placed on email list for future grant opportunities.
- Land Use permit for Breakwater Fill Lot for mobile kitchen.
- Land use permit for Breakwater Fill Lot and Odiak Slough for gull trapping.
- Performance Deed of Trust for residential developments on four lots on 8th Street was extended including milestones and time line.
- Dan Nichols Performance Deed of Trust was extended for six months with milestones and timeline.
- Contacted AHFC about Alaska specific amendments. Spoke with the code expert and will provide update at meeting.
- Contacted ATAP grant coordinator to provide new time frame for Adams Avenue grant project if City Council passes transfer from permanent fund. If everything goes perfect, the bid would be awarded May 18th. City Council will vote at April 5th meeting.



AGENDA ITEM # 9a
Planning Commission Meeting Date: 3/28/2017
PLANNING COMMISSION COMMUNICATION FORM

FROM: Planning Staff
DATE: 3/22/17
ITEM: Lakeview Drive Road Rename
NEXT STEP: Concurrence with Staff

☐ INFORMATION
☒ MOTION
☐ RESOLUTION

I. REQUEST OR ISSUE:

There are currently two roads in Cordova with two conflicting names: Lakeview Drive and Lake View Drive.

Applicable code:

13.06.040 - Road naming.

- A. *The planning department upon a finding that an existing road name conflicts with or duplicates another existing road name thereby causing confusion as to the exact location of either road or the road has not been assigned a name, shall officially rename the road(s) using the procedures set forth in Section 13.06.040(B) and (C).*
- B. *The planning department shall send written notice to the record owners of any land accessed by any road identified in Section 13.06.040.A. Such notice shall contain, at a minimum, the following:*

1. *A description or identification of the road(s) and property in question;*
 2. *A statement that the name of the road accessing the property duplicates the name of another in the city or that the road has not been assigned a name;*
 3. *A statement or copy of the criteria to be used for naming or renaming roads;*
 4. *A determination by the planning department and public safety department that one or more of such roads must be named or renamed, identifying which road or roads are required to be named or renamed; and*
 5. *A notice of the time in which the record owners of land assessed by such road or roads identified for naming or renaming shall respond by petition for naming or renaming the identified road(s).*
- C. *Within thirty days of the mailing of the notice required under Section 13.06.040.B., the record owners of land accessed by any road required to be named or renamed may submit to the planning department a petition for naming or renaming roads containing the following:*
1. *Proposal of a name or new name for the road or roads required to be named or renamed.*
 2. *Signatures of the record owners of a minimum of fifty-one percent of all land accessed by such road or roads.*
 3. *If such owners of land cannot agree on one name, the Petition may contain a list of no more than three alternative names for any one road.*

13.06.070 - Public hearing.

- A. *The planning commission shall hold a public hearing upon each properly submitted petition. Such hearing shall be held not less than ten days nor later than thirty days following the date of receipt of such petition and the applicant shall be notified of the date of such hearing.*

Staff initiated the road name change as the duplicate names contradict the City Code. Staff selected Lakeview Drive (see attached location map) as the road to be renamed as it had been in existence for less time as the other road. After informing the residents that the road name would change, a majority of the residents produced a petition (attached) with the suggested new name of Sunnyside Drive. Pursuant to the City Code, the Planning Commission is required to have a Public Hearing concerning the petition.

II. RECOMMENDED ACTION / NEXT STEP:

The Planning Department has the authority to rename the road to Sunnyside Drive. No action is required of the commission, however staff would like concurrence from the commission to support their decision.

“I move to concur with the Planning Department’s determination to change Lakeview Drive to Sunnyside Drive.”

III. FISCAL IMPACTS:

New street sign and staff time implementing the street name change.

IV. BACKGROUND INFORMATION:

1/30/17 – Notice was mailed to all property owners accessed by Lakeview Drive that road name would change and that a petition was due in 30 days.

2/23/17 – The city received a petition from property owners.

3/8/17 – Notice of Public Hearing was mailed to all property owners accessed by road.

V. LEGAL ISSUES:

N/A

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

N/A

VII. SUMMARY AND ALTERNATIVES:

N/A

ATTACHMENT A



ATTACHMENT B

USGS Quad: Cordova C-5 Vicinity Map Scale: 1"=1 mile

OWNERSHIP DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON. I HEREBY REQUEST APPROVAL OF THIS PLAT SHOWING SUCH EASEMENTS FOR PUBLIC UTILITIES, ROADWAYS, AND ALLEYS DEDICATED FOR PUBLIC USE.

Steve Sanderson 26 Aug 2004
STEVE SANDERSON P.O. BOX 62 CORDOVA, ALASKA 99547 DATE

NOTARY'S ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 26th DAY OF August 2004 FOR *Steve Sanderson*

Thane Thomas 11/14/05
NOTARY PUBLIC FOR THE STATE OF ALASKA MY COMMISSION EXPIRES

THANE THOMAS P.O. BOX 651 CORDOVA, ALASKA 99547 DATE

NOTARY'S ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 26th DAY OF August 2004, FOR *Thane Thomas*

Thane Thomas 11/14/05
NOTARY PUBLIC FOR THE STATE OF ALASKA MY COMMISSION EXPIRES

CORDOVA RECORDING DISTRICT

A Plat of
Lake View Subdivision
A Subdivision of
Parcel A U.S. Survey No. 1668
Located Within
Secs. 26 & 27, T.15S., R.3W., Copper River Meridian, AK
Containing ±7.70 Acres.

SENTEC, Inc.
Surveying • Mapping • Land Planning
2102 Cleveland Avenue, Anchorage, Alaska 99517
Tele: (907) 243-9966 Fax: (907) 243-9967

Drawn: ME	Scale: 1"= 100'	Date: 08/24/04	Sheet:
Checked: M.H	Dwg: 3-1461.dwg	W.O.#: 3-1461	1 of 1

NOTES

- THE MINIMUM CLOSURE OF THE TRACT BOUNDARY AND MINIMUM ACCURACY OF THE FIELD SURVEY EXCEEDS 1:5000.
- ALL BEARINGS ARE TRUE BEARINGS AS ORIENTED TO THE "BASIS OF BEARING".
- "NO FILL" WITHIN 20' OF THE CENTERLINE OF BOTH SIDES OF THE NATURAL DRAINAGE ON LOTS 6 & 7 AS DELINEATED ON ENGINEERING DRAWINGS SUBMITTED AT THE TIME OF THE RIGHT OF WAY DEDICATION.
- THE R.O.W. WITHIN LAKEVIEW SUBD. WILL REMAIN PRIVATE AND DEDICATED FOR PUBLIC USE & UTILITY EASEMENT.
- TRACT "A-1" WILL BE USED FOR SNOW STORAGE.
- OWNERSHIP OF TRACT "A-2" IS RETAINED BY THE DEVELOPER.

9/10/04 @ 10:52 am
S 86.21° 2004-000 428'-0"
S 86.16° 2004-000 421'-0"
S 86.16° 2004-000 421'-0"

Curve	Delta	Radius	Length	Chord
C1	92°10'14"	75.00	120.65	106.06
C2	92°10'14"	50.00	80.43	72.04
C3	105°47'30"	25.00	46.16	39.86
C4	122°08'48"	50.00	106.59	87.52
C5	110°06'59"	50.00	96.09	81.97
C6	96°05'31"	25.00	41.93	37.18

WASTEWATER DISPOSAL

NO WASTEWATER SYSTEM SHALL PERMITTED ON ANY LOT UNLESS SUCH SYSTEMS ARE LOCATED, CONSTRUCTED AND EQUIPPED IN ACCORDANCE WITH THE REQUIREMENTS OF THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION (ADEC). CONSTRUCTION PLANS MUST BE SUBMITTED AND APPROVED BY (ADEC) PRIOR TO CONSTRUCTION OF ANY PORTION OF A SEWAGE DISPOSAL SYSTEM. ADDITIONAL SOILS INFORMATION MAY BE NECESSARY. PERMITS FROM OTHER AGENCIES MAY ALSO BE REQUIRED.

Parcel B
(Record of Survey Plat # 04-04)

APPROX. LOCATION CREEK

Dedicated Snow Storage Area

TRACT A-1

TRACT A-2

TRACT A-3

TRACT A-4

TRACT A-5

TRACT A-6

TRACT A-7

TRACT A-8

TRACT A-9

TRACT A-10

TRACT A-11

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TRACT A-96

TRACT A-97

TRACT A-98

TRACT A-99

TRACT A-100

PLAT APPROVAL

THIS PLAT CONFORMS TO THE REQUIREMENTS OF THE CITY OF CORDOVA PLANNING AND ZONING COMMISSION AND IS HEREBY ACCEPTED AS THE OFFICIAL PLAT, SUBJECT TO ANY AND ALL CONDITIONS AND REQUIREMENTS OF ORDINANCE AND LAW PERTAINING THERETO.

CITY MANAGER: *Thane Thomas* 8-26-2004
CHAIRMAN, PLANNING & ZONING COMMISSION: *Thane Thomas* 8-30-2004
PLATTING OFFICIAL: *Thane Thomas* 8-21-2004

TAX CERTIFICATIONS

ALL REAL PROPERTY TAXES LEVIED BY THE CITY OF CORDOVA ON THE AREA SHOWN ON THIS PLAT HAVE BEEN PAID THROUGH *12/31/2004*

ATTEST: CITY CLERK: *Thane Thomas* 8/30/04

LEGEND

- FND. 1/8" BRASS CAP MON.
- FND. ALUMINUM CAP MON.
- FND. REBAR
- SET 5/8" x 30" REBAR (not set at this time) (SEE TYPICAL DETAIL.)
- R/W RECORD & MEASURED

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA AND THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, THAT THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AS DESCRIBED, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT.

9/10/04
Date

ATTACHMENT C

PETITION TO CHANGE STREET NAME OF LAKEVIEW DRIVE

We, the undersigned residents of Lakeview Subdivision, request the City of Cordova change the name of our beloved **Lakeview Drive** to **Sunnyside Drive**.


GEORGE COREL


ROBERT R ECKLEY


THOMAS CARPENTER


SHANE SONGER



AGENDA ITEM # 9b
Planning Commission Meeting Date: 3/28/2017
PLANNING COMMISSION COMMUNICATION FORM

FROM: Planning Staff

DATE: 3/22/17

ITEM: Proposal for Lot 20, Block 23, Original Townsite

NEXT STEP: Review Proposals and Provide Recommendation to City Council

☐ INFORMATION
☒ MOTION
☐ RESOLUTION

I. REQUEST OR ISSUE:

Requested Actions: Review proposals and give a recommendation to City Council
Legal Description: Lot 20, Block 23, Original Townsite
Property Address: 601 Sixth Street
Area: 4500 sq. ft.
Zoning: Low Density Residential
Attachments: Proposal Packet (The packet distributed to potential proposers)
Proposal from Carl and Jane Jensen

The request for proposals for this property began January 19th, 2017 and ended March 1st, 2017 at 10 AM.
The City received one proposal for the property. Attached is the full proposal packet and the proposal.

The proposed price from Carl and Jane Jensen was \$18,001.00

In accordance with the Cordova Municipal Code, the Planning Commission will give a recommendation to City Council on the proposal.

II. RECOMMENDED ACTION / NEXT STEP:

“I move to recommend City Council approve the proposal from Carl and Jane Jensen for Lot 20, Block 23, Original Townsite.”

III. FISCAL IMPACTS:

The city would get lease revenue from disposal.

IV. BACKGROUND INFORMATION:

11/4/16 – Letter of interest received from Carl and Jane Jensen.

12/13/16 – The Planning Commission recommended disposing of the lot by direct negotiation. From the approved minutes of the meeting:

M/Bird S/Baenen to recommend to City Council to dispose of a portion of Lot 20, Block 23, Original Townsite as outlined in Cordova Municipal Code 5.22.060 B by negotiating an agreement with Carl and Jane Jensen to purchase the property.

Frohnafel said he doesn't see a reason not to sell it as it is adjacent to their property and it is listed as available on the Land Disposal Maps. It would have to be sold at fair market value. **Pegau** verified that the lot was over 4,000 square feet. **Baenen** said the biggest issue was the terrain. **Stavig** said that the city owns three lots that are available there and the east half is sloping and the west half is fairly level. **Baenen** said that since the alley is only 14 feet wide, the access to the other lots is somewhat cut off. **Stavig** said that all of the lots would still have legal access. **Roemhildt** said they had talked in the past about access to those lots from the water tank. **Bird** said it seems fair to negotiate with the interested party. **McGann** considered if it would be worthwhile to put an easement on the west side of the lot to effectively make a wider right of way, but the commission chose not to add an easement.

Upon voice vote, motion passed 7-0.

Yea: **McGann, Pegau, Baenen, Roemhildt, Frohnafel, Kocan, Bird**

12/21/16 – City Council moved to invite sealed proposals for the property. From the approved minutes:

M/Beedle S/Burton to dispose of Lot 20, Block 23, Original Townsite as outlined in Cordova Municipal Code 5.22.060 B by #1 negotiating an agreement with Carl and Jane Jensen to lease or purchase the property.

Hallquist asked if there was a dollar amount. **Greenwood** answered questions for Council – she said that fair market value would be established and pursued in negotiations.

M/Hallquist S/Wiese to amend to #2 invite sealed bids to lease or purchase the property.

After discussion of the difference between bids and proposals, **Hallquist** withdrew the amendment with concurrence of the second.

M/Hallquist S/Allison to amend to #4 invite sealed proposals to lease or purchase the property.

Vote on the motion to amend: 7 yeas, 0 nays. Motion approved.

Vote on the main motion as amended: 7 yeas, 0 nays. Motion approved.

Applicable Code:

Section 5.22.060 – REVENUE AND FINANCE – DISPOSAL OF CITY REAL PROPERTY –
Methods of disposal for fair market value.

D. A request for proposals to lease or purchase city real property shall specify the criteria upon which proposals will be evaluated and the minimum rent or purchase price. All proposals submitted in response to a request for proposals shall be reviewed by the planning commission, which shall make a recommendation to the city council to accept or decline any or all of the proposals. The city council shall review the proposals and the planning commission's recommendation and accept or decline any of the proposals.

Section 18.20.010 – ZONING – R LOW DENSITY RESIDENCE DISTRICT – Permitted uses.

The following uses are permitted in the R low-density district:

- A. One-family, two-family and three-family dwellings;*
- B. Boardinghouses;*
- C. Truck gardening, the raising of bush and tree crops, flower gardening, and the use of greenhouses;*
- D. Home occupations;*
- E. Accessory buildings and uses not used or operated for gain and not including guest houses or accessory living quarters;*
- F. Required off-street parking.*

A garage would be considered an accessory building to the neighboring house. A single accessory building is permitted on its own lot in the district, however it does create a situation where a lot with an accessory building can be sold making the building no longer accessory.

V. LEGAL ISSUES:

N/A

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

N/A

VII. SUMMARY AND ALTERNATIVES:

The city owns the property between Lot 20 and the water tank. Lots 18 through 20 are currently available on the land disposal maps. All three of the lots exceed the minimum single family dwelling lots size. The commission has had numerous discussions about the lack of affordable single family housing opportunities in the community. The commission should consider whether the proposal is the best use of the land.



Request for Proposals (RFP) for Lot 20, Block 23, Original Townsite

The City of Cordova is requesting proposals for Lot 20, Block 23, Original Townsite. The lot is 4,500 square feet and is zoned Low Density Residential. Proposals are due March 1st, 2017 at 10 AM.

INFORMATION TO PROPOSERS

The fair market value for Lot 20, Block 23, Original Townsite is **\$18,000.00** and will be the **minimum** price that will be accepted for the property. If the successful proposal amount is greater than the minimum price, the proposal amount shall be the amount paid.

All proposals shall include a deposit of **\$1,000.00**. In the event that a proposer is not awarded the property, the city will reimburse the deposit to the proposer. The deposit from the proposer awarded the property will be credited to costs associated with the disposal, even if the disposal is not completed.

The applicant shall also be responsible for all fees and costs the city incurred to third-parties in the transaction, including without limitation costs of appraisal, attorney's fees and costs, surveying and platting fees and costs, closing costs and escrow fees as per CMC 5.22.100.

The attached **Lease with Option to Purchase** is a template for the agreement that will be negotiated with the proposer that is awarded the property. The total proposed price will be used to determine the lease rate.

Proposers must comply with the provisions of the attached section of City Code for the **Low Density Residence District**.

Proposers may be required to connect to city water and sewer at their expense.

The city may issue addenda to this RFP. Addenda will be posted on the City Webpage with this RFP. **It is the responsibility of the proposer to ensure receipt of all addenda.**

The city will consider all proposals for the property subject to any applicable laws and regulations, including Chapter 5.22 of the Cordova Municipal Code (CMC).

The Planning Commission will review all submitted proposals. The Planning Commission will then make a recommendation to the City Council. The City Council reserves the right to reject any proposal, part of any proposal, or all proposals. The City Council may accept and negotiate with any proposer deemed most advantageous to the City of Cordova.

For additional information or questions about the land disposal process, contact the City Planning Department at 424-6220, planning2@cityofcordova.net, or stop by in person.

ADDITIONAL REQUIRED INFORMATION

Please include with your proposal information that addresses the following items and any additional information which you wish to provide.

1. Describe the proposed development in detail.
2. What is the proposed square footage of the development?
3. Provide a sketch, to scale, of the proposed development in relationship to the lot. (Attachment C)
4. Describe the benefit of the proposed development to the community.
5. What is the value of the proposed improvements (in dollars)?
6. What is your proposed timeline for development?

ATTACHMENTS

Attachment A: Criteria used when evaluating each submitted proposal.

Attachment B: A location map showing the subject property with a scale.

Attachment C: The property parcel with measurements.

Attachment D: Cordova Municipal Code – R Low Density Residence District

Attachment E: Sample Lease with Option to Purchase Agreement

SEALED PROPOSAL FORM

All proposals must be received by the Planning Department by Wednesday, March 1st, 2017 at 10 AM.

Property: Lot 20, Block 23, Original Townsite.

Name of Proposer: _____

Name of Organization: _____

Address: _____ Phone #: _____

_____ Email: _____

Proposed Price \$ _____

SUBMITTAL OF PROPOSAL

Please mail proposals to: City of Cordova
Attn: City Manager
C/O Proposals
P.O. Box 1210
Cordova, Alaska 99574

Or email proposals to citymanager@cityofcordova.net and planning2@cityofcordova.net. The email subject line shall be "Proposal for Lot 20, Block 23," and the proposal shall be attached to the email as a PDF file.

Or deliver your proposal to the front desk at City Hall.

Proposals received after Wednesday, March 1st, 2017 at 10 AM will not be considered.

**PLANNING COMMISSION REGULAR MEETING
MARCH 28, 2017
ATTACHMENT A**

Each proposal will be evaluated on the criteria in the table below. Each criteria will be scored from 1-10. The multiplier will then be applied to the scores to determine a final score.

Only criteria applicable to a residential zoning district will be used.

Final Land Disposal Evaluation Criteria

Criteria	Multiplier	Proposal Rank 1-10	Subtotal for Proposal
Value of improvements	1.75		
Number of Employees	1		
Sales Tax Revenue	1		
Importance to Community	1.75		
5yr Business Plan/Timeline	0.75		
Enhanced Architectural Design	1.25		
Proposal Price	1.5		
Consistency with Comprehensive Plan	1		
Total	10		

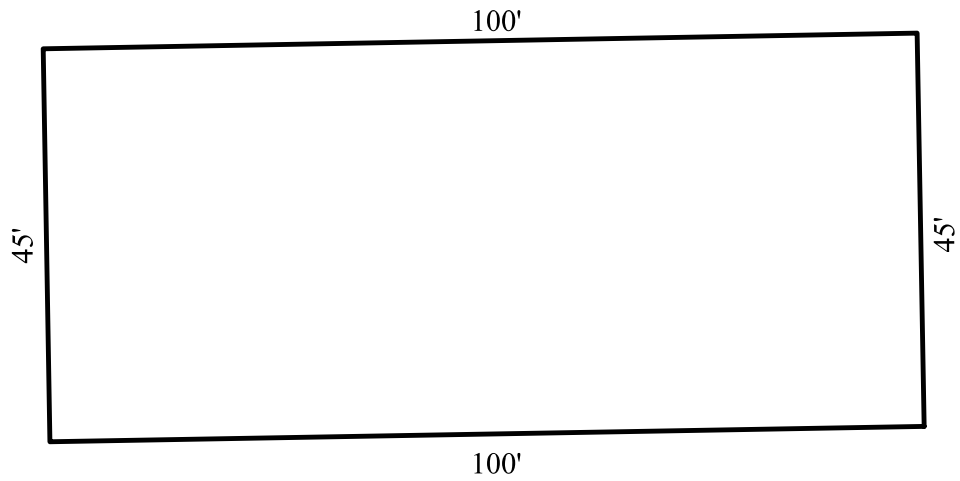
PLANNING COMMISSION REGULAR MEETING
MARCH 28, 2017
ATTACHMENT B



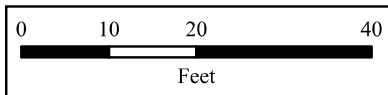
PLANNING COMMISSION REGULAR MEETING
MARCH 28, 2017
ATTACHMENT B



PLANNING COMMISSION REGULAR MEETING
MARCH 28, 2017
ATTACHMENT C



Total Area: 4,500 sq. ft.



Chapter 18.20 - R LOW DENSITY RESIDENCE DISTRICT

Sections:

18.20.010 - Permitted uses.

The following uses are permitted in the R low-density district:

- A. One-family, two-family and three-family dwellings;
- B. Boardinghouses;
- C. Truck gardening, the raising of bush and tree crops, flower gardening, and the use of greenhouses;
- D. Home occupations;
- E. Accessory buildings and uses not used or operated for gain and not including guest houses or accessory living quarters;
- F. Required off-street parking.

(Prior code § 15.204.1(A)).

18.20.020 - Building height limit.

The maximum building height in the R low density district shall be two and one-half stories but shall not exceed thirty-five feet.

(Prior code § 15.204.1(B)).

18.20.030 - Lot area.

- A. The minimum lot area in the R low-density district shall be four thousand square feet and the minimum lot width shall be forty feet.
- B. The minimum lot area in the R low density district for dwellings shall be:
 - 1. For a one—family dwelling, four thousand square feet per dwelling unit.
 - 2. For a two-family and three-family dwelling, two thousand square feet per dwelling unit.

(Prior code § 15.204.1(C)).

18.20.040 - Front yard.

There shall be a front yard in the R low density district of not less than ten feet from curb line.

(Prior code § 15.204.1(D)).

18.20.050 - Rear yard.

There shall be a rear yard in the R low density district of not less than twenty-five percent of the depth of the lot, but such yard need not exceed fifteen feet.

**PLANNING COMMISSION REGULAR MEETING
MARCH 28, 2017
ATTACHMENT D**

(Prior code § 15.204.1(F)).

18.20.060 - Side yard.

- A. There shall be a side yard in the R low density district of not less than five feet. The minimum side yard on the street side of a corner lot shall be ten feet.
- B. The following additional requirements shall apply to two-family and three-family dwellings in the R low density district:

In case the building is so located on the lot that the rear thereof abuts one side yard and front abuts the other, the side yard along the rear of the building shall have a minimum width of twelve feet and the side yard along the front of the building shall have a minimum width of eighteen feet.

(Prior code § 15.201.1(L)).

Terms Highlighted in Yellow will be negotiated after award and other sections may be considered in the negotiation process.

**CITY OF CORDOVA
Cordova, Alaska**

LEASE WITH OPTION TO PURCHASE

This LEASE WITH OPTION TO PURCHASE ("Lease") is made by and between the CITY OF CORDOVA, a municipal corporation organized and existing under the laws of the State of Alaska (the "City"), and XXXXXXXX., an Alaska corporation ("Lessee").

RECITALS

WHEREAS, the City owns that certain unimproved parcel of land in Cordova, Alaska generally described as XXXXXX, located within Cordova Recording District, Cordova Alaska, (referred to hereinafter as the "Premises");

WHEREAS, Lessee desires to lease the Property from the City (the "Premises") from the City and the City desires to lease the Premises to Lessee, on the terms and conditions set forth herein;

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

1. LEASE OF PREMISES

Subject to the terms and conditions set forth herein, the City leases to Lessee, and Lessee leases from the City, the Premises, as described above and illustrated in Exhibit A, attached and incorporated into this Lease.

2. LEASE TERM

The Lease Term will be (XX) years, commencing on _____, 20XX, (the "Commencement Date") and terminating at 11:59 p.m. on _____, 20XX, unless earlier terminated in accordance with the terms of this Lease. The Lease does not provide a lease renewal option.

3. RENT

A. **Base Rent.** The annual rent for the first ten years of the Lease Term will be XXXX Hundred Dollars and nine cents (\$XXXX) or XXX Dollars (\$XXX) in twelve monthly installments ("Base Rent"). Base Rent is due on the first day of each calendar month during the Lease Term. Base Rent must be paid in lawful money of the United States without abatement, deduction or set-off for any reason whatsoever, at the address set forth in Section 22.E of this Lease, or at any other place the City directs in

writing. Base Rent shall be paid promptly when due without notice or demand therefore. The parties intend the Base Rent to be absolutely net to the City. All costs, expenses, and obligations of every kind and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and shall be paid by, Lessee.

B. Additional Charges. In addition to the Base Rent, Lessee acknowledges and agrees that Lessee is obligated to pay and will pay, before delinquency and without reimbursement, all costs, expenses, and obligations of every kind and nature whatsoever in connection with or relating to the Premises or the activities conducted on the Premises, including, without limitation, those costs, expenses, and obligations identified in Section 8 and all other sums, costs, expenses, taxes, and other payments that Lessee assumes or agrees to pay under the provisions of this Lease (collectively the "Additional Charges").

Without limiting in any way Lessee's payment obligations, the City will have the right, but not the obligation, at all times during the Lease Term, to pay any charges levied or imposed upon the Premises that remain unpaid after they have become due and payable, and that remain unpaid after reasonable written notice to Lessee. The amount paid by the City, plus the City's expenses, shall be Additional Charges due from Lessee to the City, with interest thereon at the rate of ten percent (10%) per annum from the date of payment thereof by the City until repayment thereof by Lessee.

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

D. Adjustment of Base Rent. Beginning on the tenth anniversary of the Commencement Date, Base Rent shall be adjusted annually by the Consumer Price Index (CPI-U) for the Anchorage, Alaska metropolitan area, as computed and published by the United States Bureau of Labor Statistics. Annual Base Rent adjustments will be equal to the percentage change between the then-current CPI-U and the CPI-U published for the same month during the previous year, except the first Base Rent adjustment, which will occur on the tenth anniversary of the Commencement Date, will be equal to the percentage increase in the CPI-U from 2015 to the then-current year. No adjustments to Base Rent shall cause a reduction in the Base Rent. The City is not required to give advance written notice of the increase for the adjustment to be effective.

4. USES AND CONDITION OF PREMISES

A. Authorized Uses. Subject to the terms and conditions of this Lease, Lessee's use of the Premises is limited to constructing and maintaining the project detailed in the site development plan, and using the constructed buildings and structures as well as the undeveloped land XXXXXXXXXX. The Lessee shall give prior written notice to the City of any proposed changes to the site plan that are in furtherance of its authorized uses, and such changes are subject to City review and approval not to be unreasonably withheld or delayed. Lessee shall not leave the Premises unoccupied or vacant without the City's prior written consent. Inspections. The City and its authorized

representatives and agents shall have the right, but not the obligation, to enter the Premises at any reasonable time to inspect the use and condition of the Premises; to serve, post, or keep posted any notices required or allowed under the provisions of this Lease, including notices of non-responsibility for liens; and to do any act or work necessary for the safety or preservation of the Premises. Except in the event of an emergency, the City will give 48-hours' advance written notice of its intent to inspect the Premises. The City shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of the City's entry onto the Premises, except for damage resulting directly from the acts of the City or its authorized representatives or agents

B. Compliance with Laws. Lessee shall maintain and repair the Premises in compliance with all applicable laws, regulations, ordinances, rules, orders, permits, licenses, and other authorizations. Lessee shall not use or permit the use of the Premises for any purpose prohibited by law or which would cause a cancellation of any insurance policy covering the Premises. Lessee shall not cause or permit any Hazardous Material (as defined in Section 10.B of this Lease) to be brought upon, kept, or used in, on, or about the Premises except for such Hazardous Material as is necessary to conduct Lessee's authorized uses of the Premises. Any such Hazardous Material brought upon, kept, or used in, on, or about the Premises shall be used, kept, stored, and disposed of in a manner that complies with all environmental laws and regulations applicable to Hazardous Material. Lessee shall not cause or allow the release or discharge of any other materials or substances that are known to pose a hazard to the environment or human health.

C. Lessee's Acceptance of Premises. Lessee has inspected the Premises to its complete satisfaction and is familiar with its condition, and the City makes no representations or warranties with respect thereto, including, but not limited to, the condition of the Premises or its suitability or fitness for any use Lessee may make of the Premises. Lessee accepts the Premises AS IS, WHERE IS, WITH ALL FAULTS. No action or inaction by the Council, the City Manager, or any other officer, agent, or employee of the City relating to or in furtherance of the Lease or the Premises shall be deemed to constitute an express or implied representation or warranty that the Premises, or any part thereof, are suitable or usable for any specific purpose whatsoever. Any such action or inaction shall be deemed to be and constitute performance of a discretionary policy and planning function only, and shall be immune and give no right of action as provided in Alaska Statute 9.65.070, or any amendment thereto..

5. DEVELOPMENT PLAN AND SUBSTANTIAL COMPLETION

A. Development Plan. The attached site development plan has been approved by the Cordova City Council, and is attached to this Lease as Exhibit B. Any proposed material change to the attached site development plan by Lessee will be treated as an amendment to the Lease, requiring the written consent of both parties in accordance with Section 22.B. The Lease does not confer any approval from the Cordova Planning Commission regarding the site development plan or substitute for any approval process

required in Cordova Municipal Code. Rather it is Lessee's responsibility to ensure the site development plan complies with all city code requirements and procedures.

B. **Substantial Completion.** Lessee must substantially complete construction of the project set forth in the site development plan attached as Exhibit B by _____, 20XX, which is ten (10) years after the Lease's Commencement Date. As used in this Lease, the term "substantially complete" shall mean the stage of construction when the building(s), whose footprint is outlined in the site development plan, including its structure, façade, windows, roof, heating, and lighting, are sufficiently complete so that Lessee can occupy and use the building and install or cause the installation of all equipment required for the contemplated use thereof, and Lessee has provided to the City certificates of inspection from certified inspectors providing that the above obligations have been met. If Lessee fails to substantially complete the construction of the project set forth in the site development plan by _____, 20XX, Lessee will be in default of this Lease and the City may terminate the Lease and take any other action detailed in Section 13.

6. REPRESENTATIONS AND WARRANTIES

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

7. ASSIGNMENTS AND SUBLETTING; SUBORDINATION

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

8. OPERATIONS, MAINTENANCE, UTILITIES, TAXES, & ASSESSMENTS

Lessee shall, at Lessee's sole cost and expense, be solely responsible for: (i) maintaining and repairing the Premises and shall not commit or allow any waste upon the Premises; (ii) obtaining any and all permits and approvals necessary for Lessee's use of the Premises; (iii) all utilities and services needed for Lessee's use of the Premises; (iv) all taxes and assessments levied against the Premises, and Lessee agrees to pay all such taxes and assessments when due, including, but not limited to, all utility bills and special assessments levied and unpaid as of the Commencement Date or hereafter levied for public improvements; (v) all licenses, excise fees, and occupation taxes with respect to the business and activities conducted on the Premises; (vi) all real property taxes, personal property taxes, and sales taxes related to the Premises or Lessee's use or occupancy thereof; and (vii) any taxes on the leasehold interest created under this Lease.

9. LIENS

Lessee will suffer no lien or other encumbrance to attach to the Premises, including, without limitation, mechanic's or materialman's liens, sales tax liens under

Cordova Municipal Code 5.40.125, or property tax liens under Cordova Municipal Code 5.36.260. If the City posts any notice of non-responsibility on the Premises, Lessee will ensure that the notice is maintained in a conspicuous place.

10. INDEMNIFICATION

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

B. Environmental Indemnification. The City makes no representation or warranty regarding the presence or absence of any Hazardous Material (as hereafter defined) on the Premises. Lessee releases the City and its authorized representatives, agents, officers, and employees from any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) arising during or after the Lease Term, that result from the use, keeping, storage, or disposal of Hazardous Material in, on, or about the Premises by Lessee, or that arise out of or result from Lessee's occupancy or use of the Premises or the use or occupancy of the Premises by Lessee's employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees (other than the City), or authorized representatives. This release includes, without limitation, any and all costs incurred due to any investigation of the Premises or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, or by law or regulation. Lessee agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material generated, kept, or brought on the Premises by Lessee, its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees, or authorized representatives.

Lessee shall defend, indemnify, and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) of whatever kind or nature, known or unknown, contingent or otherwise, arising in whole or in part from or in any way related to: (i) the

presence, disposal, release, or threatened release of any such Hazardous Material on or from the Premises, soil, water, ground water, vegetation, buildings, personal property, persons, animals, or otherwise; (ii) any personal injury or property damage arising out of or related to such Hazardous Material; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Material; and (iv) any violation of any laws applicable to such Hazardous Material; provided, however, that the acts giving rise to the claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses arise in whole or in part from the use of, operations on, or activities on the Premises by Lessee or its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees (other than the City), or authorized representatives.

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

11. INSURANCE

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

A. Commercial General Liability. Commercial general liability insurance in respect of the Premises and the conduct of Lessee's business and operations, naming the City as an additional insured, with minimum limits of liability of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate;

B. Property Insurance. Property insurance, insuring against loss or damage by fire and such other risks as are customarily included in the broad form of extended coverage, in an amount of coverage not less than the replacement value of the improvements on the Premises, if any, and on such commercially reasonable terms and consistent with the customary commercial coverages in the city of Cordova;

C. Personal Property Insurance. Personal property insurance covering Lessee's trade fixtures, furnishings, equipment, and other items of personal property, as soon as such items are located on the Premises; and

D. Workers' Compensation Insurance. Workers' compensation insurance and other insurance as required by law.

All insurance required under this Lease shall contain an endorsement requiring thirty (30) days' advance written notice to the City before cancellation or change in the coverage, scope, or amount of any policy. Before commencement of the Lease Term,

Lessee shall provide the City with proof of the insurance required by this Section 11, except where noted above.

12. OWNERSHIP AND REMOVAL OF THE FACILITIES

Unless Lessee exercises its Option (defined in Section 21) (in which case all improvements made by Lessee shall continue to be owned by Lessee), the facilities on the Premises are and shall remain the property of Lessee until the expiration or earlier termination of this Lease. Upon expiration or earlier termination of this Lease, at the option of the City, title to and ownership of the facilities shall automatically pass to, vest in, and belong to the City without further action on the part of either party other than the City's exercise of its option, and without cost or charge to the City. Lessee shall execute and deliver such instruments to the City as the City may reasonably request to reflect the termination of Lessee's interest in this Lease and the facilities and the City's title to and ownership thereof.

But upon expiration or earlier termination of this Lease, Lessee shall remove from the Premises, at Lessee's sole expense, all of the facilities or the portion thereof that the City designates must be removed. In such event, Lessee shall repair any damage to the Premises caused by the removal and return the Premises as near as possible to its original condition as existed on the Commencement Date. All facilities which are not promptly removed by Lessee pursuant to the City's request and in any event within thirty (30) days of the date of expiration or termination of this Lease may be removed, sold, destroyed or otherwise disposed of in any manner deemed appropriate by the City, all at Lessee's sole expense, and Lessee hereby agrees to pay the City for such expenses.

Notwithstanding any provision to the contrary in this Lease, all petroleum, fuel, or chemical storage tanks installed in or on the Premises during the Lease Term will remain Lessee's property and upon expiration or earlier termination of this Lease, Lessee must remove these items and all contaminated soil and other material from the Premises, at Lessee's sole expense.

13. DEFAULT AND REMEDIES

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

i. The failure to make payment when due of any Base Rent, Additional Charges, or of any other sum herein specified to be paid by the Lessee if such failure is not cured within ten (10) days after written notice has been given to Lessee;

ii. The failure to pay any taxes or assessments due from the Lessee to the City and in any way related to this Lease, the Premises, any improvements, or the Lessee's activities or business conducted thereon, including, but not limited to, any real property, personal property, or sales tax if such failure is not cured within thirty (30) days after written notice has been given to Lessee;

iii. Lessee's failure to substantially complete the site development plan, as required by Section 5;

iv. An assignment for the benefit of Lessee's creditors or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt; or for extending the time for payment, adjustment, or satisfaction of Lessee's liabilities; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency, unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervision are dismissed, vacated, or otherwise permanently stated or terminated within thirty (30) days after the assignment, filing, or other initial event;

v. The appointment of a receiver or a debtor-in-possession to take possession of the Premises (or any portion thereof); Lessee's interest in the leasehold estate (or any portion thereof); or Lessee's operations on the Premises (or any portion thereof), by reason of Lessee's insolvency;

vi. The abandonment or vacation of the Premises continues for a period of three (3) months of any consecutive four (4) month period during the Lease Term; notwithstanding the foregoing, leaving the Premises vacant pending development of improvements shall not be deemed abandonment;

vii. Execution, levy, or attachment on Lessee's interest in this Lease or the Premises, or any portion thereof;

viii. The breach or violation of any statutes, laws, regulations, rules, or ordinances of any kind applicable to Lessee's use or occupancy of the Premises if such breach or violation continues for a period of thirty (30) days or longer; or

ix. The failure to observe or perform any covenant, promise, agreement, obligation, or condition set forth in this Lease, other than the payment of rent, if such failure is not cured within thirty (30) days after written notice has been given to Lessee, or if the default is of a nature that it cannot be cured within thirty (30) days, then a cure is commenced within thirty (30) days and diligently prosecuted until completion, weather and *force majeure* permitting. Notices given under this subsection shall specify the alleged breach and the applicable Lease provision and demand that the Lessee perform according to the terms of the Lease. No such notice shall be deemed a forfeiture or termination of this Lease unless the City expressly elects so in the notice.

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

i. Distrain for rent due any of Lessee's personal property which comes into the City's possession. This remedy shall include the right of the City to dispose of Lessee's personal property in a commercially reasonable manner. Lessee agrees that compliance with the procedures set forth in the Alaska Uniform Commercial Code with respect to the sale of property shall be a commercially reasonable disposal;

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

iii. Declare this Lease terminated;

iv. Recover, whether this Lease is terminated or not, reasonable attorneys' fees and all other expenses incurred by the City by reason of the default or breach by Lessee, less any rents received in mitigation of Tenant's default (but City is not under any duty to relet Premises);

v. Recover an amount to be due immediately upon breach equal to the sum of all Base Rent, Additional Charges, and other payments for which Lessee is obligated under the Lease;

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

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

14. SUBSIDENCE

The City shall not be responsible for any washout, subsidence, avulsion, settling, or reliction to the Premises or for any injury caused thereby to Lessee's, any sub-lessee's, or any other person's property. The City is not obligated to replace, refill, or improve any part of the Premises during Lessee's occupancy in the event of a washout, subsidence, avulsion, settling, or reliction.

15. VACATION BY LESSEE

Upon the expiration or sooner termination of this Lease, Lessee shall peaceably vacate the Premises and the Premises shall be returned to the City by Lessee together with any alterations, additions, or improvements, unless the City requests that they be removed from the Premises. Upon such vacation, Lessee shall remove from the Premises any items of personal property brought on to the Premises. Any such property not removed from the Premises within thirty (30) days of the expiration or termination of this Lease shall become the property of the City at no cost or charge to the City, and may be removed, sold, destroyed, or otherwise disposed of in any manner deemed

appropriate by the City, all at Lessee's sole expense, and Lessee hereby agrees to pay the City for these expenses.

16. RESERVATION OF RIGHTS

The City reserves the right to designate and grant rights-of-way and utility easements across the Premises without compensating Lessee or any other party, including the right of ingress and egress to and from the Premises for the construction, operation, and maintenance of utilities and access, provided that Lessee shall be compensated for the taking or destruction of any improvements on the Premises, and provided further that the City's designation will not unreasonably interfere with Lessee's improvements or use of the Premises. Lessee shall be responsible for requesting a rental adjustment to reflect any reduction in the value of the Premises.

17. SIGNS

No signs or other advertising symbols, canopies, or awnings shall be attached to or painted on or within the Premises without approval of the City Manager first being obtained; provided, however, that this prohibition shall not apply to standard, directional, informational and identification signs of two square feet or less in size. At the termination of this Lease, or sooner, all such signs, advertising matter, symbols, canopies, or awnings, attached or painted by Lessee shall be removed from the Premises by Lessee at its own expense, and Lessee shall repair any damage or injury to the Premises, and correct any unsightly conditions caused by the maintenance or removal of said signs.

18. HOLDING OVER

If Lessee, with the City's written consent, remains in possession of the Premises after the expiration or termination of the Lease for any cause, or after the date in any notice given by the City to Lessee terminating this Lease, such holding over shall be deemed a tenancy from month to month at the same Base Rent applicable immediately prior to such expiration or termination, subject to adjustment in accordance with Cordova Municipal Code 5.22.090.C, or such successor provision of the code then in effect, and shall be terminable on thirty (30) days' written notice given at any time by either party. All other provisions of this Lease, except those pertaining to term, rent, and purchase option, shall apply to the month-to-month tenancy. If Lessee holds over without the City's express written consent, Lessee is deemed to be a tenant at sufferance and may be removed through a forcible entry and detainer proceeding without service on Lessee of a notice to quit.

19. EMINENT DOMAIN

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

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

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

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

20. COSTS

Lessee shall be liable to and shall pay the City for the fees and costs incurred by the City in connection with the negotiation, drafting, preparation, operation, and enforcement of this Lease, including, without limitation, attorneys' fees and costs incurred by the City. All outstanding fees and costs shall be paid in full no later than the time of the City's execution of this Lease.

21. BUYER'S OPTION TO PURCHASE

A. Option. The City hereby grants to Lessee an option (the "Option") to purchase the Premises upon the terms and conditions stated in this Lease.

B. Option Period. The Option will commence upon the Commencement Date of this Lease and terminate the date the Lease terminates (the "Option Period"). If Lessee fails to exercise the Option during the Option Period, neither party shall have any further rights or claims against the other party by reason of the Option.

C. Exercise of Option. To exercise the Option, Lessee must provide written notice ("Notice of Exercise of Option") to the City, delivered or mailed by certified or registered mail, return receipt requested, to the City's address set forth in Section 22.E, at least sixty (60) days prior to the date Lessee intends to exercise the Option.

D. Conditions to Exercise Option. Lessee can only exercise the Option if all of the following conditions are satisfied: (i) no default exists or is continuing under this Lease and (ii) a the building as described in the site development plan attached as Exhibit B is substantially completed as defined in section 5 B

E. Purchase Price. Lessee shall have the right to purchase the Premises for \$XXXXX ("Purchase Price") until the tenth anniversary of the Commencement Date. If Lessee exercises its Option to purchase the Premises after the tenth anniversary of the Commencement Date, the Purchase Price will be adjusted to the current fair market value, as reasonably determined by the City, excluding all improvements completed by Lessee under this Lease. In the event that Lessee exercises the Option on or before _____, 7 years 20XX, payment due at Closing to the City ("Closing Payment") will equal the Purchase Price reduced by all Base Rent payments paid by Lessee to the

City under this Lease. In the event that Lessee exercises the Option after _____, 7 years 20XX, the Closing Payment will equal the Purchase Price, and the Closing Payment will not be reduced by any Base Rent payments paid by Lessee to the City under this Lease.

F. Closing Date. The Closing must occur on a date (the "Closing Date") mutually agreed upon by the parties, but must be within sixty (60) days after the exercise of the Option.

G. Closing. At Closing, the City shall deliver a quitclaim deed, subject to matters of record, including those matters that have arisen out of Lessee's use and occupancy of the Premises, in recordable form, transferring marketable title (subject to Lessee's reasonable approval) and Lessee shall execute and deliver to the City the Closing Payment in full, in immediately available funds. This Lease will terminate upon the Closing of Lessee's purchase of the Premises. All costs and fees (including attorneys' fees) associated with the negotiation, drafting, preparation, and enforcement of a purchase and sale agreement and related documents, the closing of the transaction, and the termination of the leasehold interest in the Premises, including, but not limited to, environmental assessments, appraisal fees, escrow fees, recording fees, and title insurance, will be paid by Lessee.

H. Cooperation for Consummating the Option. If Lessee exercises the Option, the City and Lessee each covenant and agree to sign, execute, and deliver, or cause to be signed, executed, and delivered, and to do or make, or cause to be done or made, upon the written request of the other party, any and all agreements, instruments, papers, deeds, acts, or things, supplemental, confirmatory, or otherwise, as may be reasonably required by either party hereto for the purpose of or in connection with consummating the Option.

I. City's Right of First Refusal. In the event Lessee exercises its Option and subsequently determines to sell or otherwise dispose of the Premises, the City shall have a continuous and exclusive right of first refusal to purchase the Premises. The parties must either include notice of the City's right of first refusal in the deed transferring the Premises to the Lessee, or execute a separate document acceptable to the City and in a recordable form ensuring the City's right of first refusal hereunder. The document must be recorded contemporaneously with the recording of the deed. The City's right of first refusal to purchase the Premises contains the following terms and conditions:

i. Lessee may accept an offer for the sale or other disposition of the Premises only if it is made subject to the City's right of first refusal herein. Upon acceptance of an offer for the sale, disposition, conveyance, or transfer from a third party (the "Purchase Offer"), Lessee will present a copy of the Purchase Offer and acceptance to the City by written notice at the address set forth in Section 22.E. The City will then have sixty (60) days to either agree to purchase the Premises on the same terms and conditions set forth in the Purchase Offer, or decline to exercise its right of first refusal. The City shall give written notice of its decision to exercise or decline to exercise its right

of first refusal to Lessee at the address set forth in Section 22.E no later than sixty (60) days after being presented with a copy of the Purchase Offer.

ii. If the City declines to exercise its right of first refusal, Lessee may then sell or otherwise dispose of the Premises to the third party on the same terms and conditions set forth in the Purchase Offer. If the sale or other disposition is completed on the same terms and conditions set forth in the Purchase Offer, then any interest of the City in and to the Premises shall cease and be of no further force and effect and the City shall provide in recordable form a release of its right of first refusal at the closing of the sale to the third party. If the sale or other disposition is not completed on the terms and conditions in the Purchase Offer, then the City will continue to have its exclusive right of first refusal under the procedures outlined above in this Section, before Lessee may convey or transfer its interest in the Premises to a third party.

22. MISCELLANEOUS

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

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

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

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

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

TO CITY:

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

TO LESSEE:

XXXXX

P.O. Box XXXX

Cordova, Alaska 99574

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

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

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

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

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

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

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

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

M. Authority. Lessee represents that it has all necessary power and is duly authorized to enter into this Lease and carry out the obligations of Lessee. Lessee further represents that Lessee has the necessary power to authorize and direct the officer of Lessee whose name and signature appear at the end of this Lease to execute the Lease on Lessee's behalf.

N. Exhibits. Exhibits A and B to this Lease are specifically incorporated into the Lease.

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

P. Interpretation. The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not for or against the City or Lessee as both City and Lessee have had the assistance of attorneys in drafting and reviewing this Lease.

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

R. Attorneys' Fees. In the event that any suit or action is brought to enforce this Lease or any term or provision hereof, the parties agree that the prevailing party shall recover all attorneys' fees, costs, and expenses incurred in connection with such suit or action to the maximum extent allowed by law.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the Commencement Date.

CITY: **CITY OF CORDOVA**

By: _____

Its: _____

LESSEE: **XXXX**

By: _____

Its: _____

**Exhibit A
Legal Description**

**Exhibit B
Development Plan**

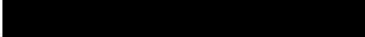
SEALED PROPOSAL FORM

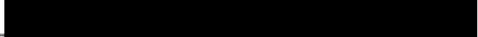
All proposals must be received by the Planning Department by Wednesday, March 1st, 2017 at 10 AM.

Property: Lot 20, Block 23, Original Townsite.

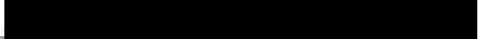
Name of Proposer: Carl A. Jensen Jr & Jane Kohler Jensen

Name of Organization: _____

Address:  _____

Phone #: 

Cordova, AK

Email: 

99574

Proposed Price \$ 180,000.00

SUBMITTAL OF PROPOSAL

Please mail proposals to: City of Cordova
Attn: City Manager
C/O Proposals
P.O. Box 1210
Cordova, Alaska 99574

Or email proposals to citymanager@cityofcordova.net and planning2@cityofcordova.net. The email subject line shall be "Proposal for Lot 20, Block 23," and the proposal shall be attached to the email as a PDF file.

Or deliver your proposal to the front desk at City Hall.

Proposals received after Wednesday, March 1st, 2017 at 10 AM will not be considered.

Leif Stavig
Assistant Planner
City of Cordova
P.O. Box 1210
Cordova, AK 99574

Carl A. Jensen Jr.
Jane Kohler Jensen



February 10, 2017

Dear Sir:

We are submitting a bid of \$18,001.00 on Lot 20, Block 23, Original Townsite, and are enclosing a check in the amount of \$1000, as deposit.

We can not determine the size of structure, that will fit on the lot, until we clear, and pull overburden off. If our bid is accepted, we plan on doing this as soon as possible.

Our plan is to build a two car garage. It should increase the property value by \$50,000.

Our daughter, Samantha Jensen owns the adjacent property, and she is the beneficiary.

We are hoping this project will take less than 5 years to complete, depending on our finances.

Sincerely,
Carl A. Jensen Jr.
Jane Kohler Jensen

Handwritten signatures in blue ink. The first signature is 'Carl A. Jensen Jr.' and the second is 'Jane Kohler Jensen'.



AGENDA ITEM # 9c
Planning Commission Meeting Date: 3/28/2017
PLANNING COMMISSION COMMUNICATION FORM

FROM: Planning Staff
DATE: 3/22/17
ITEM: Site Plan Review – Dan Nichols
NEXT STEP: Site Plan Review

☐ INFORMATION
☒ MOTION
☐ RESOLUTION

I. REQUEST OR ISSUE:

Requested Actions: Site Plan Review
Applicant: Dan Nichols
Address: 205 Industry Road
Legal Description: Lot 2, Block 3, Cordova Industrial Park
Parcel Number: 02-060-232
Zoning: Waterfront Industrial District
Lot Area: 17,501 sq. ft.

Dan Nichols is proposing to construct a warehouse facility. He has a Performance Deed of Trust with the city for the development of the property.

II. RECOMMENDED ACTION / NEXT STEP:

“I move that the Planning Commission recommend to the City Council to approve the Site Plan Review requested by Dan Nichols to construct a warehouse on Lot 2, Block 3, Cordova Industrial Park based on the findings and with the special conditions as contained in the staff report.”

III. FISCAL IMPACTS:

New structure expands city property tax base.

IV. BACKGROUND INFORMATION:

2/15/13 – Dan Nichols submitted a proposal for the lot and entered into a Performance Deed of Trust with the city.

2/15/17 – City Council extended substantial completion date to 9/1/17.

Applicable Code:

Chapter 18.33 ZONING – WATERFRONT INDUSTRIAL DISTRICT

The following are the permitted principal uses and structures in the waterfront industrial district:

- A. Marine sales;*
- B. Open wet moorage;*
- C. Covered wet moorage;*
- D. Passenger staging facility;*
- E. Haulout facilities;*
- F. Marine construction, repair and dismantling;*
- G. Cargo terminal;*
- H. Cargo handling and marine-oriented staging area;*
- I. Fish and seafood processing;*
- J. Warehousing and wholesaling;*
- K. Open storage for marine-related facilities;*
- L. Fuel storage and sales.*

Half of the building will be used for boat repair and the other half as a market warehouse. Warehousing and marine repair are permitted principal uses for the district.

Section 18.42.010 ZONING – SITE PLAN REVIEW – Purpose.

Whenever required by this code or the city council, a site plan review shall be completed by the planning commission with a recommendation to the city council. Prior to the issuance of a building permit, the city council must approve the site plan for the project.

Section 18.42.030 ZONING – SITE PLAN REVIEW – Required Information.

The site plan to be submitted as required herein shall contain the following information. If any of the information requested herein is not applicable to a given project, the reasons for the non-applicability of the information requested shall be stated in the site plan:

- 1. Name, address and phone number of owner/developer;*
- 2. Legal description of property;*
- 3. A scale of not less than 1" = 20';*

4. *Date, north point and scale;*
5. *The dimensions of all lot and property lines, showing the relationship of the subject property to abutting properties;*
6. *The zoning and siting of all structures on the subject property and abutting properties;*
7. *The location of each proposed structure in the development area, the use or uses to be contained therein, the number of stories, gross building area, distances between structures and lot lines, setback lines and approximate location of vehicular entrances and loading points;*
8. *The location of all existing and proposed drives and parking areas with the number of parking and/or loading spaces provided and the location and right-of-way widths of all abutting streets;*
9. *Location and height of all walls, fences and screen plantings, including a general plan for the landscaping of the development and the method by which landscaping is to be accomplished and be maintained;*
10. *Types of surfacing, such as paving, turfing or gravel to be used at the various locations;*
11. *A grading plan of the area demonstrating the proposed method of storm drainage;*
12. *Size and location of proposed sewer and water lines and connections;*
13. *Front and side elevations of proposed structures;*
14. *Exterior finish and color.*

Chapter 18.48 ZONING – OFF-STREET PARKING, LOADING AND UNLOADING

Warehouse uses require “*One parking space for every one thousand square feet of gross building area.*” The proposed building requires 14 parking spaces. The proposed plans show 14 parking spaces, although some are in the snow removal area, some would not be accessible during loading and unloading, and some are shown in van/truck parking locations. There are only seven parking spaces (five on north side and two in each western corner) that would be available year round. Per 18.48.080, “*the planning commission may reduce the required number of parking spaces if the commission determines that an unreasonable amount parking spaces is required or that the required number of spaces does not meet the city's development goals or its land use needs.*” The letter submitted by the applicant provides justification for seven parking spaces as there would only be four employees at the building at once. Staff concur that 14 parking spaces seems excessive for the building and that seven is sufficient for the use.

The minimum off-street loading space required is one “*at least ten feet wide and thirty-eight feet long.*” The loading space on the Industry Road side of the building exceeds this size and meets the needs of all of the vans and box trucks to be used on the property.

Special Conditions:

1. The Planning Department must be in receipt of an approved Plan Review from the State of Alaska Fire Marshal prior to issuance of a Building Permit.
2. The Planning Department must be in receipt of an approved Water/Sewer Connection Permit prior to issuance of a Building Permit.
3. Drainage measures will be taken to prevent runoff from impacting adjacent properties. Public Works will review and approve of the drainage plan.
4. Jim Poor Avenue and Industry Road right of ways will not be used at any time for storage, loading/unloading, or as a snow dump.
5. The building will have a minimum of seven parking spaces, which the commission reduced from 14.

V. LEGAL ISSUES:

N/A

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

N/A

VII. SUMMARY AND ALTERNATIVES:

N/A

Attachment A – Location Map



SITE PLAN REVIEW - ZONING APPLICATION
CITY OF CORDOVA

INSTRUCTIONS


Print or type requested information. Incomplete applications will be returned to the applicant and will delay the processing of your request. All applications must be filed with the Planning Department **21 days prior to** the next Planning Commission meeting date.

TYPE OF REQUEST	FEE
Site Plan Review	varies
Residential	\$50
Multi-Family	\$100
Commercial	\$150
Industrial	\$200

APPLICANT INFORMATION	
Name	Dan Nichols
Address	[REDACTED], Cordova, AK 99574
Telephone [home]	[REDACTED]
Business Name	Nichols Warehouse
Business Address	P.O. Box 235, Cordova, AK 99574
Telephone [business]	907-429-7559
Business FAX	907-424-2260
Project architect/engineer	Star Building / Joe Simas
Address of architect/engineer	12101 E Brandt Rd, Lockeford, CA 95237
Telephone of architect/engineer	209-727-5504, Ex. 5143

PROPERTY/PROJECT INFORMATION	
Address of subject property	205 Industry Rd, Cordova, AK 99574
Parcel identification number	Lot 2, Block 3
Property owner [name/address]	Dan Nichols, PO Box 235, Cordova, AK 99574
Current zoning	Water Front & Industrial
Proposed use	Warehouse
Construction start date	April 1, 2017
WAA	

ZONING APPLICATION	
Owner of property (if different than applicant). If multiple owners, list names and addresses of each and indicate ownership interest. Attach additional sheet if necessary.	
Real Estate Firm/Broker handling sale of property. Provide name and address. Note: If you do not own the property, you must provide a copy of a Purchase Agreement or instrument acceptable to the city indicating the owner is fully aware of, and in agreement with, the requested action.	City of Cordova
City Business License Permit Number (if applicable)	

APPLICANT CERTIFICATION	
<p>By the signature(s) attached hereto, I (we) certify that the information provided within this application and accompanying documentation is, to the best of my (our) knowledge, true and accurate. Furthermore, I (we) hereby authorize the City and its representatives to enter the property associated with this application for purposes of conducting necessary site inspections.</p>	
By: <u></u> (Signature)	By: _____ (Signature)
Name: <u>Daniel A. Nichols</u> (Type/Print)	Name: _____ (Type/Print)
Date: <u>3/03/17</u>	Date: _____
<p>Appeal Procedures: A decision of the Planning Commission may be appealed to the Board of Adjustment. An appeal must be filed in writing with the City Clerk within ten (10) days of the decision. In accordance with the procedures outlined in Section 18.64.030 of the City of Cordova Zoning Code.</p>	
CITY USE ONLY - PLEASE DO NOT WRITE IN THIS SECTION	
ITEM	ACTION
Date application received:	
Fee paid:	
Does application require a public hearing?	
Planning Commission:	
City Council:	
Staff review date/reviewer name:	
Planning Commission final action:	
City Council final action:	
Other:	

SITE PLAN REVIEW 18.42

A zoning compliance permit for property within the City of Cordova **expires eighteen (18) months after the date it is issued.** Excavation is not considered construction.

1. Please describe the proposed construction/alteration and intended use: Warehouse

2. Please give dimensions and square footage of construction: 70' x 100' , 14,000 sq.ft.

3. Intended use: { } Single Family { } Duplex { } Multifamily ☒ Commercial/Industrial
{ } Home Occupation (describe) Ø { } Mobile Building { } Change of use

4. No. of Living Units: Ø 5. No. of Bedrooms: Ø

6. Has a variance been granted? { } Yes ☒ No

7. Is there a new: { } Garage? { } Carport? Is it attached to the residence? { } Yes { } No

8. Is there an apartment above the garage? { } Yes { } No

9. Off-street parking: Existing _____ Proposed 14

10. Required Setbacks: Front 20 Left Side 0 Right side 0 Rear 0 Height NA

11. Proposed Setbacks: Front 57.5 Left Side 15 Right side 15 Rear 15 Height 37.4

12. Sewage Disposal:
{ } Private marine outfall: ☒ Existing { } New Specify owner/location: _____
{ } Private on-site sewer: { } ADEC Certification Attached

NOTE: Property owners with a private system need an ADEC permit showing sewer system is operational before Permit can be issued. Please contact ADEC at (907) 225-6200

13. Water supply: { } Cistern (show on site plan) ☒ City

14. Is the construction occurring on a grandfathered structure (build prior to August 7, 1967)? NO

15. Is there a building currently on the property? { } Yes ☒ No

16. Which licensed surveyor will be doing your foundation/as-built Survey? Leo Americas

17. Is your driveway exit and adjoining roads shown on the site plan? ☒ Yes { } No
Are you building a new driveway that exits onto a State road or highway? { } Yes ☒ No
If YES, an ADOT Driveway Permit is required. (See bottom page 4)

18. Does this property contain drainages, creeks, wetlands, or other water features? { } Yes ☒ No
Does your lot abut salt water? { } Yes ☒ No
Have you or will you be using fill to develop your lot? ☒ Yes { } No

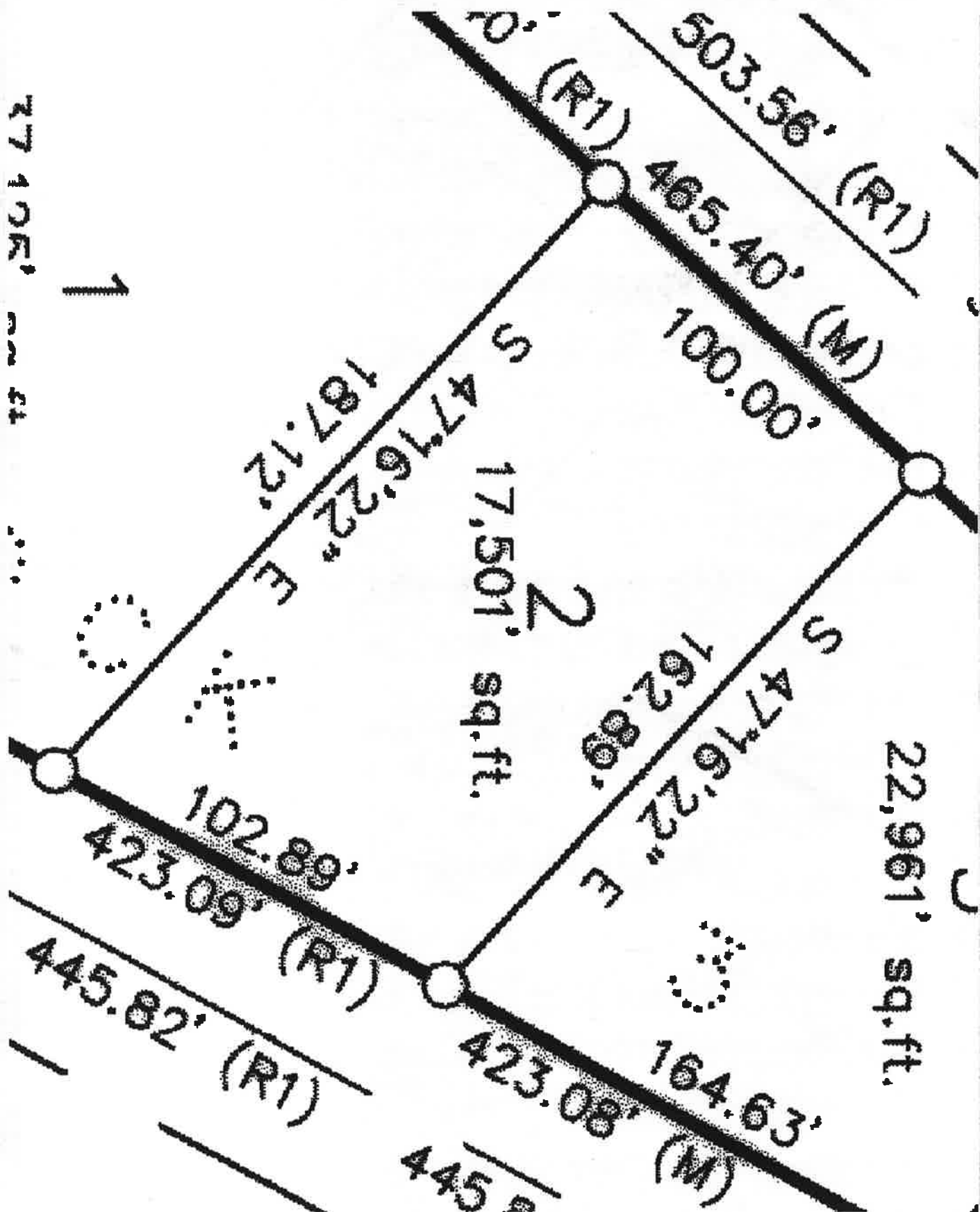
(If you answered YES to any of the above three questions, you may need to contact the U.S. Army Corps of Engineers or other State agencies about additional permitting requirements.. Please see Planning staff for information.)

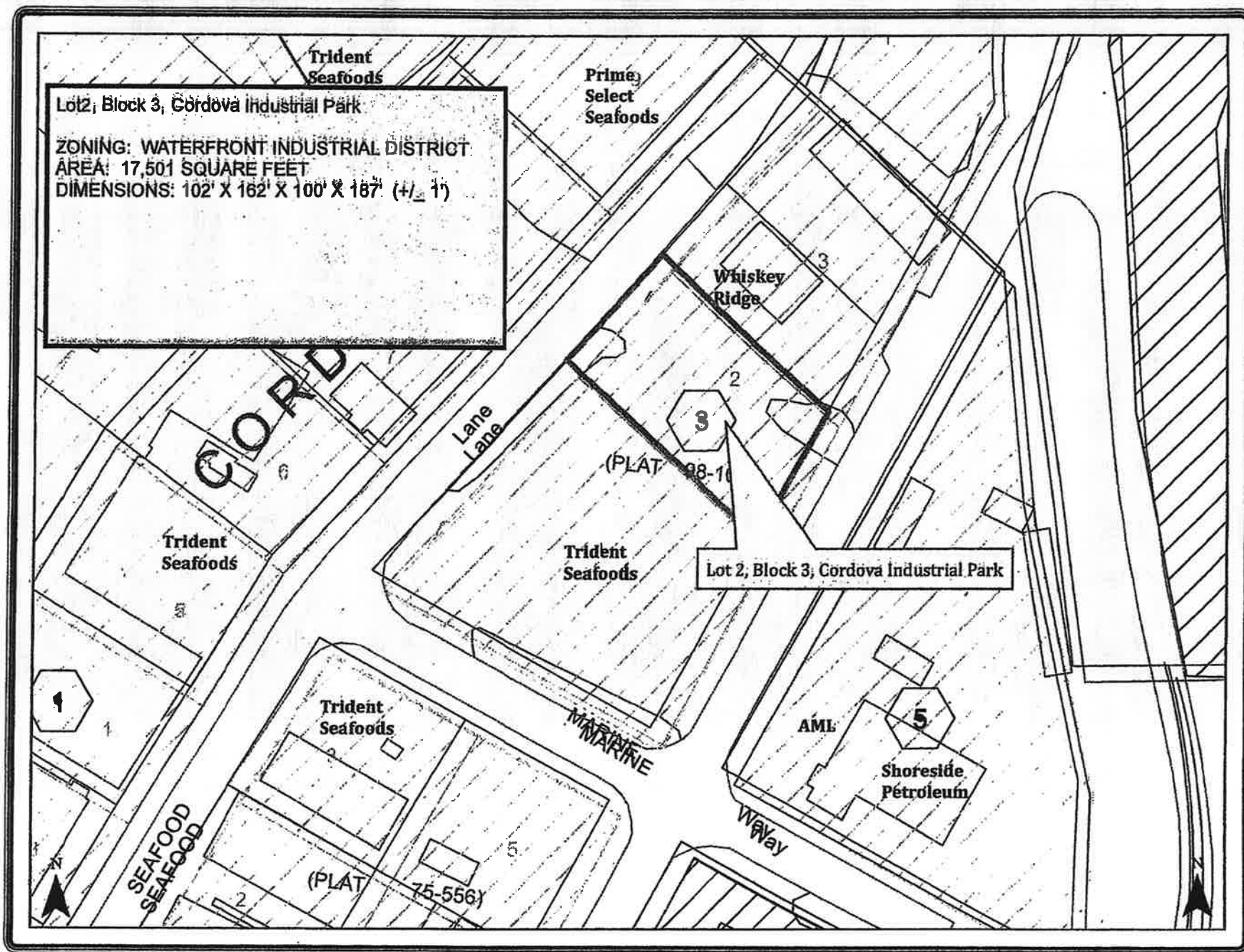
19. Is this permit for a tax-exempt use? { } Yes ☒ No

20. Has a Conditional Use Permit been issued? { } Yes ☒ No

21. Is this permit for a mobile building? { } Yes ☒ No
Year _____ Model _____ Serial No. _____

22. Is your property within a Flood Plain or Coastal Zone? (see staff for interpretation) _____
Elevation Certificate/Flood Hazard form attached





This map was created by the Planning Department for illustrative purposes only on August 3, 2012. fwj

This map was created by the Planning Department for illustrative purposes only on August 3, 2012. fwj



January 06, 2017

HAP ENTERPRISES INC
6041 MACKAY ST
ANCHORAGE, AK 99518-1737

14-B-26285 (REVISED)
DAN NICHOLS
CORDOVA, AK
70'0" x 100'0" x 27'6"

To Whom It May Concern:

This is to certify that materials for the subject structure have been designed in accordance with the order documents, specifically as shown per the attached Engineering Design Criteria Sheet.

Aspects of code compliance as related to use or occupancy, such as sprinkler requirements, are not addressed by these documents.

These materials, when properly erected on an adequate foundation in accordance with the erection drawings as supplied and using the components as furnished, will meet the attached loading requirements.

This certification does not cover field modifications or the design of materials not furnished by Star Building Systems.

The attached design criteria and calculations are to remain with and form part of this Letter of Certification. This letter voids and supersedes the previous Letter of Certification, dated July 21, 2014.

The calculations and the metal building they represent are the product of Star Building Systems or a division of its affiliate NCI Building Systems. The engineer whose seal appears hereon is employed by either Star Building Systems or a division of its affiliate NCI Building Systems and is not the engineer of record for this project.

Cordially,

Star Building Systems
Materials for Metal Buildings
An NCI Company

Allen D. Hurtz, P.E.
Director of Engineering

Jan 8 2017



14-B-26285



For questions regarding the interpretation of the drawings, materials provided, or assembly of the product:
• Call 1-800-879-7827 and ask for the "Field Service" department.
• Before or after normal hours, you may send an email to KCS@astarbuilding.com. Please include the order no., line item description, or the question, & contact name and phone number.

Builder/Contractor Responsibilities

Drawing Validity - These drawings, supporting structural calculations and design certification are based on the order documents as of the date of these drawings. Any changes to the order documents after the date on these drawings may void these drawings, supporting structural calculations and design certification. The Builder/Contractor is responsible for notifying the building authority of all changes to the order documents which result in changes to the drawings, supporting structural calculations and design certification.

Builder Acceptance of Drawings - Approval of the manufacturer's drawings and design data affirms that the manufacturer has correctly interpreted and applied the requirements of the order documents and constitutes Builder/Contractor acceptance of the manufacturer's interpretations of the order documents and standard product specifications, including its design, fabrication and quality criteria standards and tolerances. (April 2010 Section 4.4.1)

Code Official Approval - It is the responsibility of the Builder/Contractor to ensure that all project plans and specifications comply with the applicable requirements of any governing building authority. The Builder/Contractor is responsible for securing all required approvals and permits from the appropriate agency as required.

Building Erection - The Builder/Contractor is responsible for all erection of the steel and associated work in conformance with the Metal Building Manufacturer's drawings. Temporary supports, such as temporary dunnies, bracing, false work or other elements required for erection will be determined, furnished and installed by the erector (April 2010 Section 7.0.3) (CSA/AISI-60 Section 50)

Discrepancies - Where discrepancies exist between the Metal Building plans and plans for other trades, the Metal Building plans will govern. (April 2010 Section 3.3)

Materials by Others - All interface and compatibility of any materials not furnished by the manufacturer are the responsibility of and to be coordinated by the Builder/Contractor or A/E firm. Unless specific design criteria concerning any interface between materials is furnished as a part of the order documents, the manufacturer's assumptions will govern.

Modification of the Metal Building from Plans - The Metal building supplied by the manufacturer has been designed according to the Building Code and specifications and the loads shown on this drawing. Modification of the building configuration, such as removing wall panels or doors, from that shown on these plans could affect the structural integrity of the building. The Metal Building Manufacturer or a Licensed Structural Engineer should be consulted prior to making any changes to the building configuration shown on these drawings. The Metal Building Manufacturer will assume no responsibility for any loads applied to the building not indicated on these drawings.

Foundation Design
The Metal Building Manufacturer is not responsible for the design, materials and workmanship of the foundation. Anchor rod plans prepared by the manufacturer are intended to show only location, diameter and projection of the anchor rods required to attach the Metal Building System to the foundation. It is the responsibility of the end customer to ensure that adequate provisions are made for specifying rod embedment, bearing values, tie rods and/or other associated items embedded in the concrete foundation, as well as foundation design for the loads imposed by the Metal Building System, other imposed loads, and the bearing capacity of the soil and other conditions of the building site. (MMA 06 Sections 3.2.2 and A3)

ENGINEERING DESIGN CRITERIA

Building Code	2006 International Building Code
Occupancy Category	Normal Category I
Roof Dead Load	1.00 psf
Superimposed	4.00 psf
Collateral	3.00 psf
(0.00 psf Ceiling, 3.00 psf Other)	
Snow Live Load	30.00 psf no reduction
Snow	
Ground Snow Load (Pg)	150.00 psf
Snow Load Importance Factor (I _s)	1.00
Flat Roof Snow Load (PF)	105.00 psf
Snow Exposure Factor (Ex)	1.00
Thermal Factor (CT)	1.00
Wind	
Basic Wind Speed	100.00 mph
Wind Importance Factor (I _w)	1.00
Wind Exposure Category	C
Internal Pressure Coefficient (GC)	0.18/-0.18
Leads For components not provided by building manufacturer	
Common Areas (within 7' 0" of corner)	30.70 psf pressure -15.35 psf suction
Other Areas	20.70 psf pressure -10.35 psf suction
These values are the maximum values required based on a 10 sq ft area.	
Components with larger areas may have lower wind loads.	
Seismic	
Seismic Importance Factor (I _s)	1.00
Seismic Design Category	D
Soil Site Class	2 Stiff Soil
SE	1.000
SI	0.100
SEI	0.680
Design Procedure	Equivalent Lateral Force
Column Line	1-5
Basic Frame Restraint System	LR
Seismic Modification Coefficient (C _s)	0.200
Seismic Response Coefficient (C _d)	0.008
Design Base Shear in kips (V)	125.2
Basic Structural System (From ASCE 7-10 Table 12.6-1)	107.40
84 - Ordinary Steel Concentrically Braced Frame	
14 - Ordinary Steel Moment Frame	

DEFLECTION CRITERIA

The material supplied by the manufacturer has been designed with the following minimum deflection criteria. The actual deflection may be less depending on actual load and actual member length. The frame stiffness for wind loading is based on ASCE 7 commentary equation C6-3 of 0.7N. The limits shown are at service loads unless indicated otherwise.

BUILDING DEFLECTION LIMITS (in.) R/R-D			
Roof Loads	NO	Plaster Ceiling	N/A
Roof Limits			
Live L _r	100	130	60
Snow L _s	100	100	60
Wind L _w	100	100	60
Total Gravity L _g	100	100	60
Total Uplift L _u	N/A	N/A	60
Frame Limits			
Live H _r	100		
Wind H _w	100		
Seismic Drift H _s	40		
Crane H _c	N/A		
Total Gravity H _g	100		
Total Wind H _w	100		
Service Seismic H _s	100/12XRL L-12		
Wall Limits			
Total Wind Panel L _w	Limit		
Total Wind Climb L _c	60		
Total Wind Ex Column L _e	120		

Note: The Seismic Drift Limit as shown here is to be compared to the inelastic seismic story drift, as defined by ASCE 7 Chapter 12.
The Service Seismic limit as shown here is at service load loads.

PROJECT NOTES

BOLT TIGHTENING - Bolts joints with A325-09 Type 1 bolts greater than 1/2" diameter are specified as pretensioned joints in accordance with the Specification for Structural Joints Using ASTM A325 or A490 Bolts, June 30, 2004. Pretensioning can be accomplished by using the turn-of-nut method if lightning, calibrated wrench, twist off type Inspecting Agency and Building Official. Installation inspection requirements for Pretensioned Joints (Specification for Structural Joints Section 9.3) using turn-of-nut method is required. The connections on this project are not slip critical.

Material properties of steel bar, plate, and sheet used in the fabrication of building structural framing members conform to ASTM A500, ASTM A572, ASTM A1011 SS, or ASTM A1011 HSLAS with a minimum yield point of 50 ksi. Material properties of hot rolled structural shapes conform to ASTM A992, ASTM A329, or ASTM A333 with a minimum specified yield point of 50 ksi. Hot rolled angles, other than flange bracing, conform to ASTM 36 minimum yield structural shapes conform to ASTM A500 grade B, minimum yield point is 42 ksi for round HSS and 46 ksi for rectangular HSS. Material properties of cold-formed light gauge steel members conform to the requirements of ASTM A1011 SS Grade 55, ASTM A1011 HSLAS Grade 55 Class 1, ASTM A500 SS Grade 50, or ASTM A500 HSLAS Grade 50 Class 1 with a minimum yield point of 50 ksi. For Canada, material properties conform to CANADA (40-2004/C101 or equivalent).

The design criteria used has been uniformly applied to the design of the building. Hanging loads are to be attached to the purlin web. This may not be appropriate for heavily concentrated loads. Any attached load in excess of 150 pounds shall be assumed for by special design performed by a licensed engineer using concentrated loads and may require separate support members within the roof system.

Frame openings, walk doors, and open areas shall be located in the bay and elevation as shown in the erection drawings. The cutting and removal of girts shown on the erection drawings due to the location of frame openings, walk doors, or open areas not shown may void the design certifications supplied by the metal building manufacturer.

Any stair loads shall not rest on material by metal building manufacturer.

Materials supplied by metal building manufacturer for this mezzanine have not been evaluated for vibration serviceability due to human activities, including effects on sensitive equipment.

PROJECT NOTES

The application of mezzanine loads different from those described below could void warranties and constitute a void to the material supplied by metal building manufacturer.

Mezzanine loads shall be applied as follows:

- Dead Load 12 psf
- Live Load 40 psf
- Collateral load 2.5 psf
- Partition load 15 psf
- Mezzanine load 15 psf
- Mezzanine load 15 psf
- Live Load 100 psf
- Collateral load 2.5 psf

Along grid line C longitudinal seismic force V from mezzanine is 21.9 kips
Along grid line D longitudinal seismic force V from mezzanine is 26.3 kips
Along grid line A longitudinal seismic force V from mezzanine is 15.4 kips
Design of plywood attachment to mezzanine beams is not by Star.

The use of standard moment resisting frame is allowed per local building department and paragraph 12.6.3.7 of 2005 ASCE-7.

20 percent roof snow load used in seismic frame calculations.
25 percent mezzanine live load used in seismic frame calculations.

BUILDING DESCRIPTIONS

Building ID: With Length Height Slope
Building A: 70'-0" 100'-0" 27'-0" 3/12

1/2" A325 BOLT GRID TABLE		
GRID	LENGTH	BOLT LENGTH
0 TO 9/16"	1 7/8" F.T.	
Over 9/16" TO 1 1/4"	1 3/4" F.T.	
Over 1 1/4" TO 1 5/16"	2"	
Over 1 5/16" TO 1 3/8"	2 1/4"	
Over 1 3/8" TO 1 1/2"	2 1/2"	
Over 1 1/2" TO 2 1/8"	2 3/4"	

LOCATIONS OF BOLTS LONGER THAN 2 3/4" NOTED ON ERECTION DRAWINGS
F.T. DENOTES FULLY THREADED

Drawing Index		By	Date	Revision	Description
Page	Description				
E1	Outer Sheet	LS			
E2	Roof Framing	LS			
E3	Roof Sheeting	LS			
E4	Roof Sheeting	LS			
E5	SideWall "A" Framing and Sheeting	LS			
E6	SideWall "D" Framing and Sheeting	LS			
E7	EndWall "B" Framing and Sheeting	LS			
E8	EndWall "D" Framing and Sheeting	LS			
E9	Partition Framing and Sheeting	LS			
E10	Mezzanine Framing	LS			
E11	Mezzanine Framing Details	LS			
F12-F17	Main Frame Cross Sections	LS			
E18	Connection Detail	LS			

ASTAR BUILDING SYSTEMS
AN INCI COMPANY

Customer: **STAR BUILDING SYSTEMS INC**
1400 N. 10TH ST
MIDLAND, TX 79701

Project Name & Location: **STAR BUILDING SYSTEMS INC**
1400 N. 10TH ST
MIDLAND, TX 79701

Job Number: **14-B-26588**

Sheet Number: **E1 of 10**

The engineer whose seal appears hereon is or was employed by the manufacturer for the products designed and manufactured by manufacturer. The undersigned engineer is not the owner engineer of record for this project.

Allen D. Hertz, P.E.
Alaska P.E. #10209

UNITS: ENGLISH



Feb 01, 2017

Revision	Date	Description
3	02/21/17	Redesign thru Bay Area Portage #8
2		
1		

Project Name & Location	Customer	Drawn By	Checked By	Project Engineer	Job Number	Sheet Number
ASTAR BUILDING SYSTEMS 1400 S.W. 20th St. CORVALLIS, OR 97331	HAZ ENTERPRISES INC. 1400 S.W. 20th St. CORVALLIS, OR 97331	ALAN D. HURTZ	ALAN D. HURTZ	ALAN D. HURTZ	14-S-26386	12 of 12

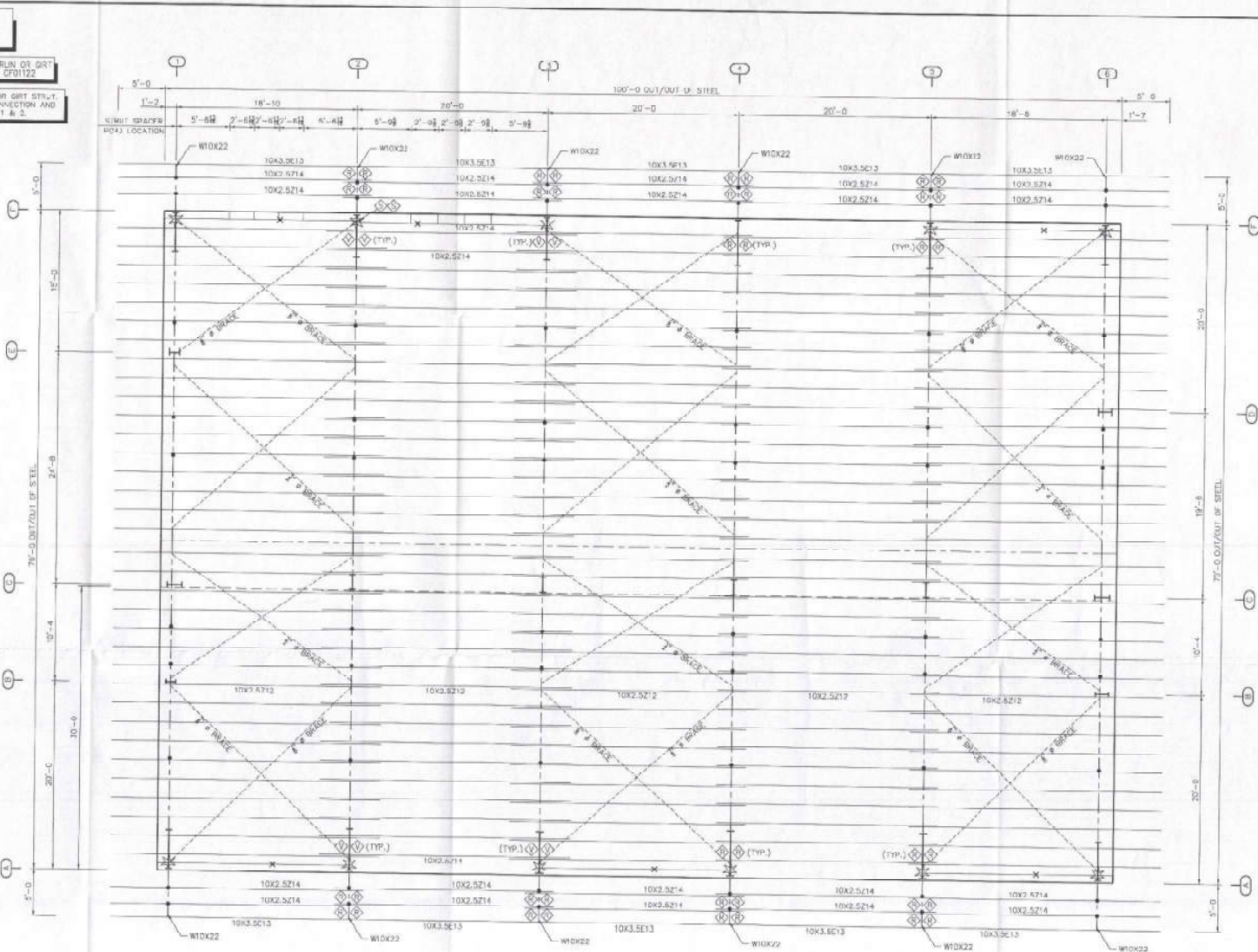
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Drawn by: LSS 7/1/17
Checked by: LSS 7/1/17
Project Engineer: M
Job Number: 14-S-26386
Sheet Number: 12 of 12

The engineer whose seal appears herein is an employee for the manufacture for the materials described herein. Such seal or certification is limited to the products designed and manufactured by the manufacturer only. The undersigned engineer is not the owner or architect of record for this project.

ALAN D. HURTZ, P.E.
ALAN D. HURTZ, P.E.
1400 S.W. 20th St.
CORVALLIS, OR 97331



Feb 01, 2017

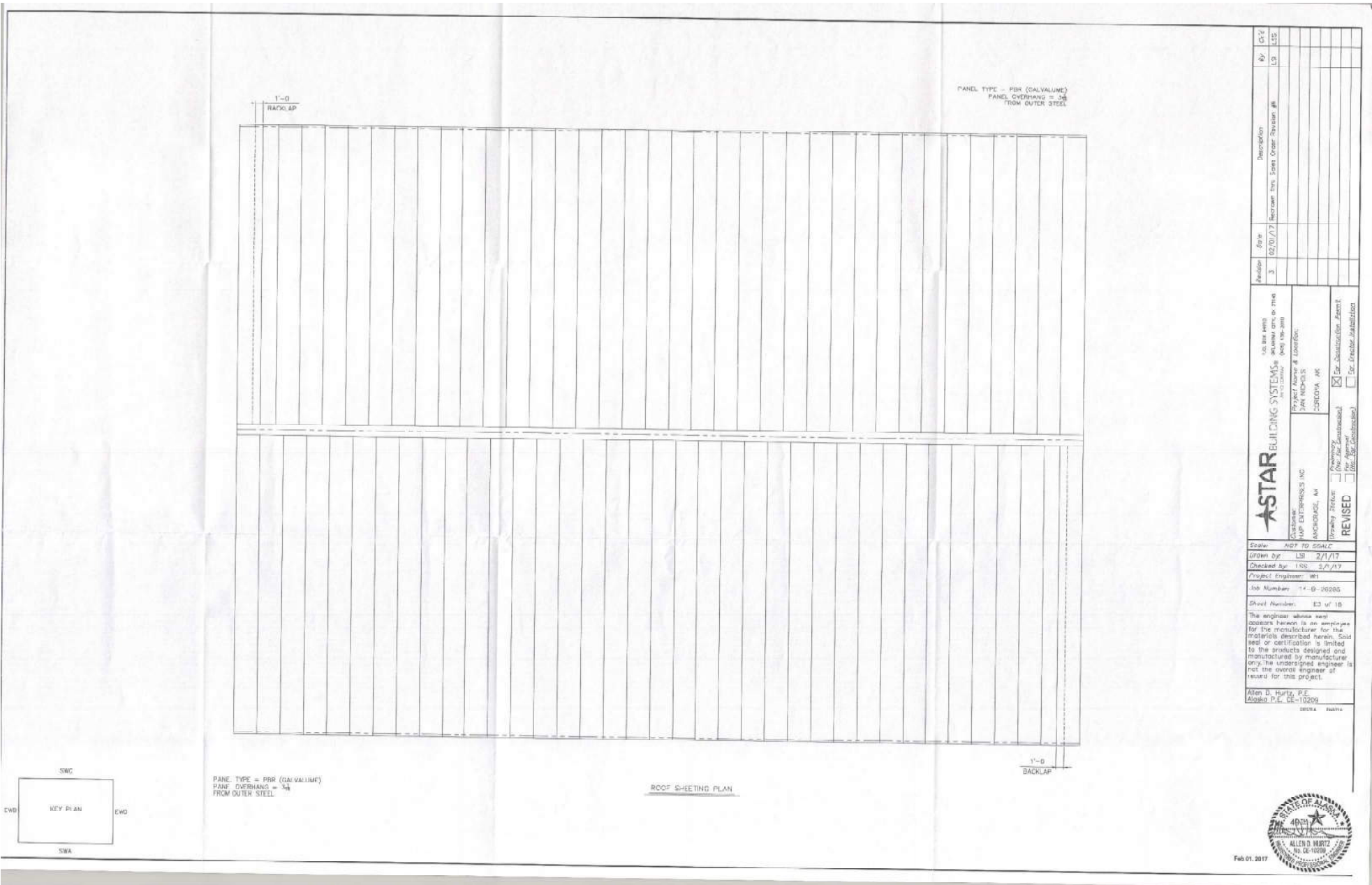


ROOF FRAMING PLAN
ALL ROOF MEMBERS ARE 10K2.5Z14 (1 IN 12)

ZEE SECTION LAP TABLE	
SYMBOL	LAP LENGTH
	0'-0"
	0'-3"
	1'-5"

ZEE SECTION LAP TABLE	
SYMBOL	LAP LENGTH
	2'-5"
	3'-7"

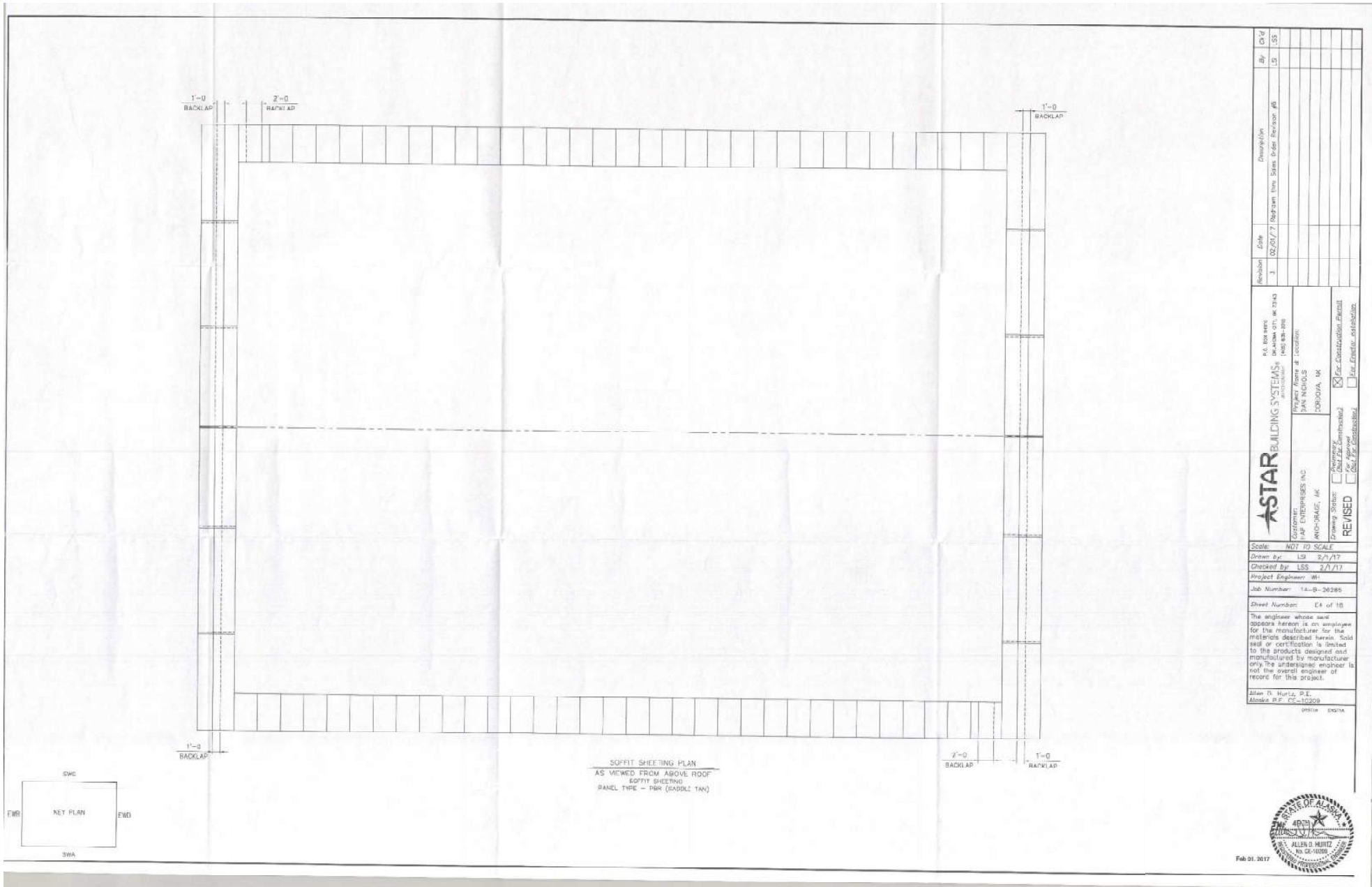
REFER TO CP-011222



ASTAR BUILDING SYSTEMS	100 BIRCH RD PO BOX 1000 MICHIGAN 49101	Project Name & Location JAN NICHOLS CORONA, AR	Customer MVP ENTERPRISES INC MICHIGAN, MI	Primary Engineer <input type="checkbox"/> For Construction <input checked="" type="checkbox"/> For Construction	Secondary Engineer <input type="checkbox"/> For Construction <input type="checkbox"/> For Construction
Scale: NOT TO SCALE	Drawn by: LSR 2/1/17	Checked by: LSR 2/1/17	Project Engineer: W1	Job Number: 14-B-00000	Sheet Number: 03 of 18
The engineer whose seal appears hereon is an employee for the manufacturer for the materials described herein. Said seal or certification is limited to the products designed and manufactured by manufacturer only. The undersigned engineer is not the owner engineer of record for this project.					
Allen D. Hartz, P.E. Alameda, P.E. CE-10209					



Feb 01, 2017



Revision	Date	Description	By	CS
1	02/01/17	Reprint New Sales Order Revision #0	LS	SS

ASTAR BUILDING SYSTEMS
1445 8th St. N.
Minneapolis, MN 55412
Phone: 612-833-8800
Fax: 612-833-8801

Customer: JAP ENTERPRISES INC.
Project Name & Location: JAX NORDUS
COROOLA, WA

Drawing Status: ☐ Approved ☒ For Construction ☐ For Engineer's Institution

REVISED

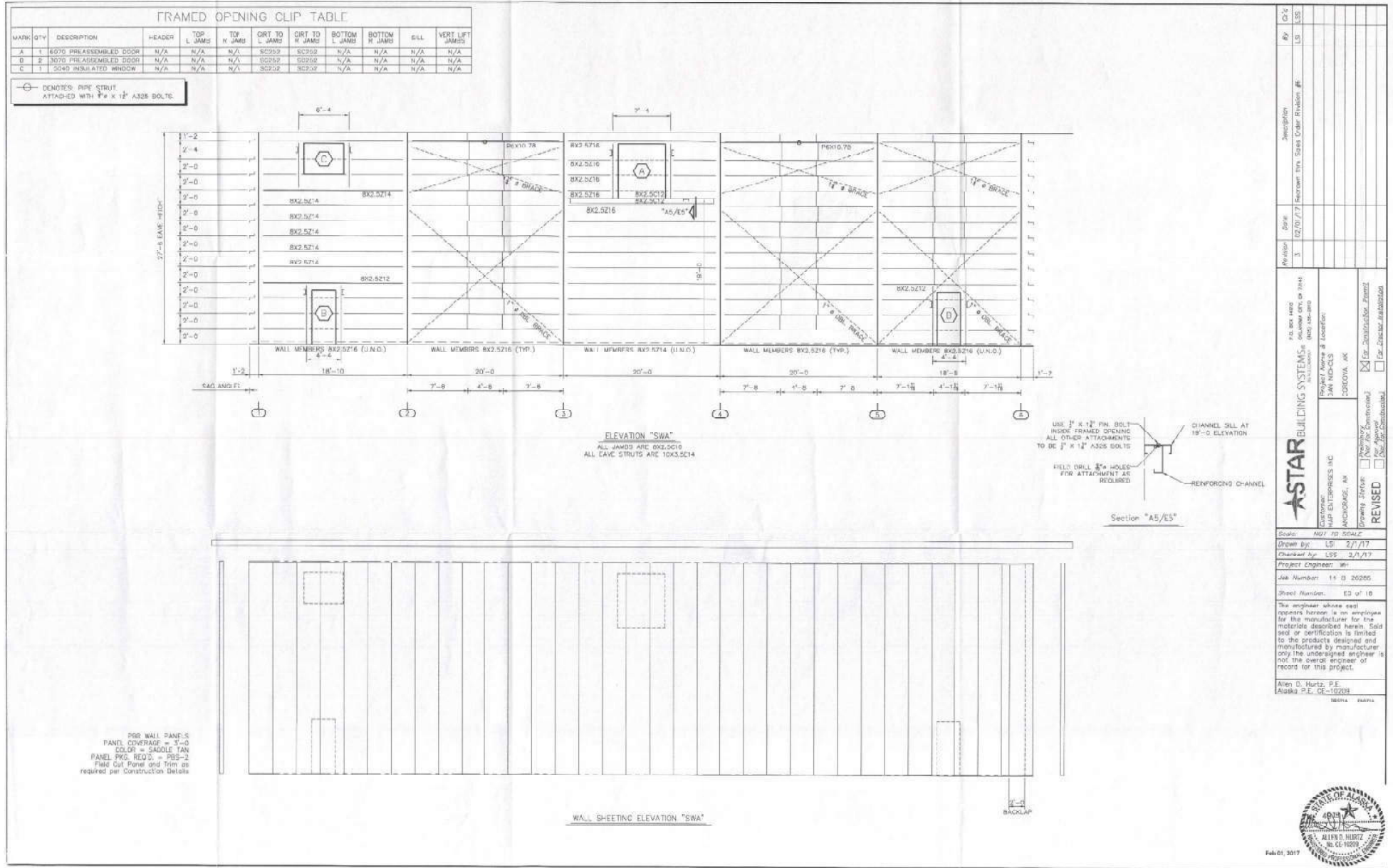
Scale: NOT TO SCALE
Drawn by: LS 2/1/17
Checked by: USS 2/1/17
Project Engineer: WJ
Job Number: 1A-B-26286
Sheet Number: 14 of 15

The engineer whose seal appears herein is an employee for the manufacturer for the materials described herein. Seal and certification is limited to the products designed and manufactured by manufacturer only. The undersigned engineer is not the overall engineer of record for this project.

Allen D. Hertz, P.E.
Alaska P.E. CE-112209

DATE: 02/01/17





⊖ DENOTES: PIPE STRUT,
ATTACHED WITH 3" Ø X 12" A325 BOLTS.

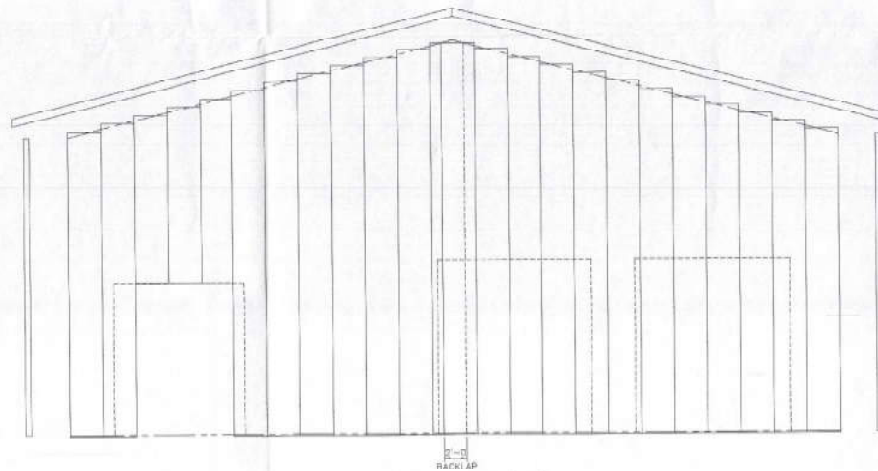
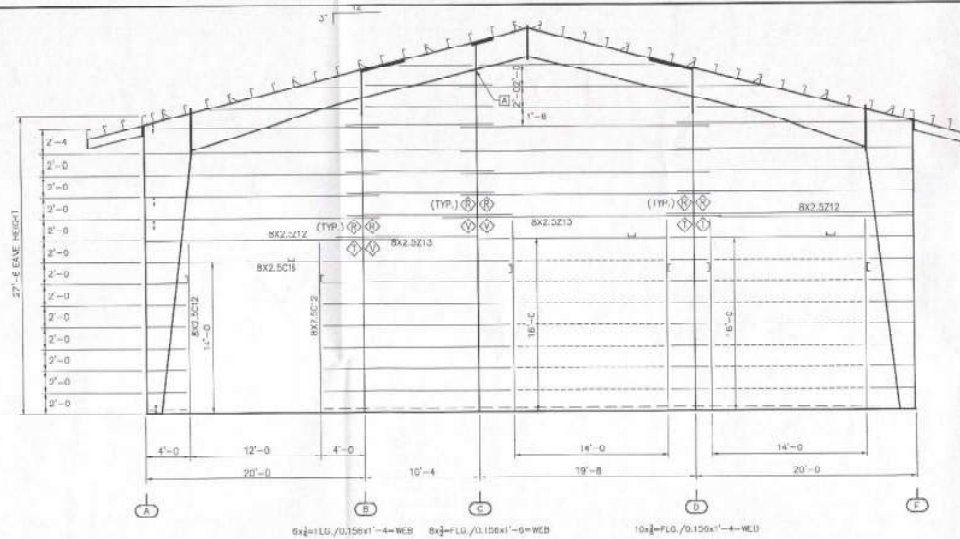


2-D
BACKLASH

Feb 01, 2017

Feb 01, 2017

SPICE DOLT TABLE				
QDNV.	QTY.	SIZE	TYPE	HARDENED WALLS
A	(4)	1 X 12	A325 BAN	4 U



ZEE SECTION LAP TABLE			
SYMBOL	LAP LENGTH	SYMBOL	LAP LENGTH
	0'-0"		3'-0"
	0'-12"		3'-12"
	1'-0"	REFER TO QF01122	

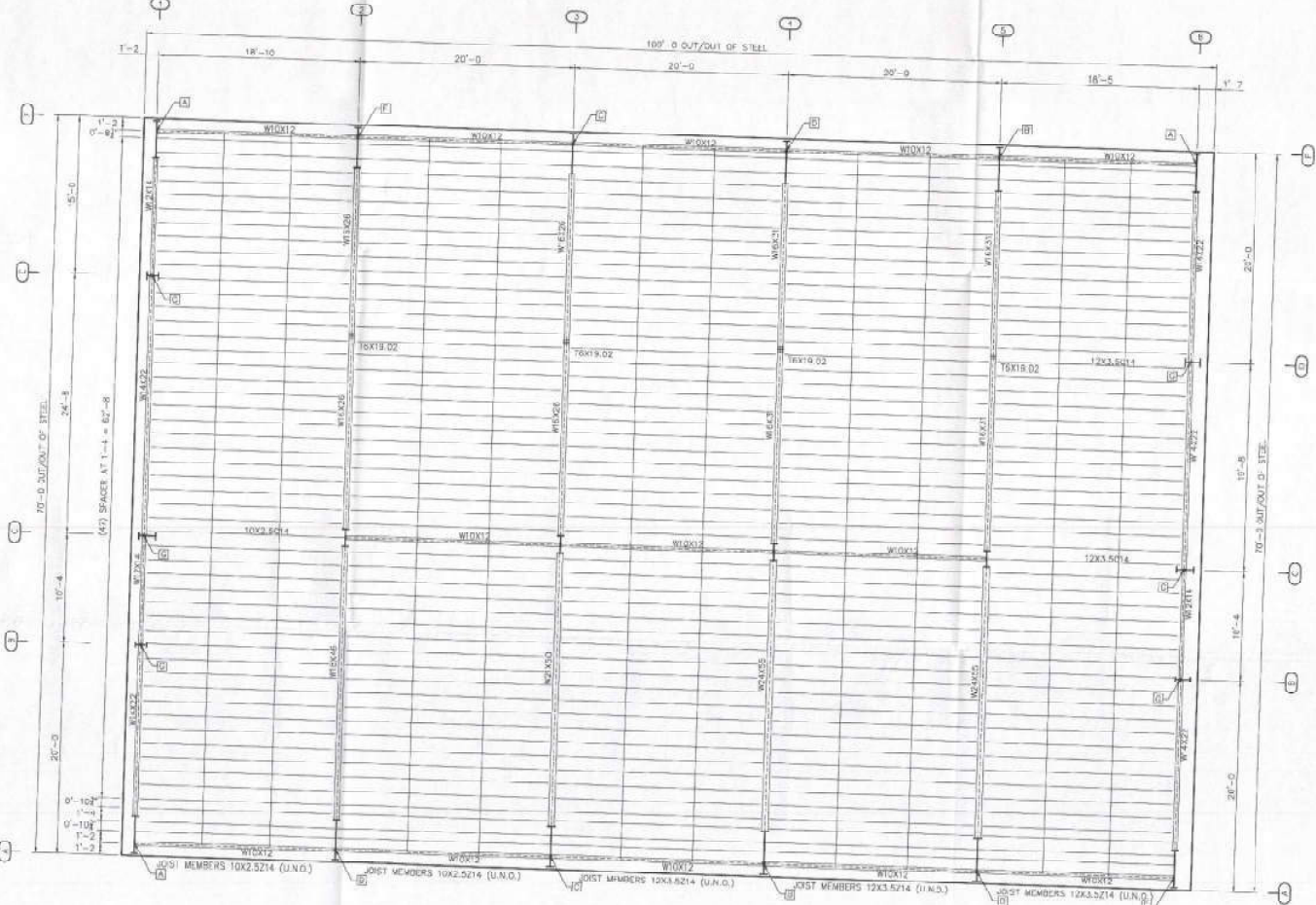
FOR WALL PANELS
PANEL COVERAGE = 3'-0"
OR - SADDLE TAN
PANELING: RIG. RET. = PMS-4
Finish Gut Panel and Trim on
required or Construction Details

Rev	By	Description	Date
1	LS	Revise Per Sales Order Revision #1	02/01/17
2	LS		
3	LS		
4	LS		
5	LS		
6	LS		
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Feb 01, 2017

CONL		QTY	UFF	TPC	REMOVED FROM MAGNET	REVIEWED FROM MAGNET	UJF
A	(4) 2 X 14			A325 BAN	4	0	(2) CL165
	(4) 2 X 14			A325 BAN	2	0	(2) CL165
B	(2) 2 X 24			A325 BAN	2	0	(2) CL165
	(2) 2 X 24			A325 BAN	1	0	(2) CL172
C	(4) 2 X 24			A325 BAN	0	0	(2) CL172
	(4) 2 X 24			A325 BAN	0	0	(2) CL172
D	(2) 2 X 24			A325 BAN	2	0	(2) CL165
	(2) 2 X 24			A325 BAN	0	0	(2) CL172
E	(4) 2 X 24			A325 BAN	0	0	(2) CL172
	(2) 2 X 24			A325 BAN	0	0	(2) CL172
F	(2) 2 X 18			A325 BAN	2	0	(2) CL162
	(2) 2 X 24			A325 BAN	2	0	(2) CL162
G	(4) 2 X 24			A325 BAN	3	0	(2) CL162
	(2) 2 X 24			A325 BAN	12	0	(2) CL163



MEZZANINE LAYOUT PLAN

Revision	Date	Description
1	02/21/77	Revised 11/24 South Coast Non-slope job

P.E. (S) 0080
 SLOAN, D. H. 2743
 (408) 448-3029

ASTAR BUILDING SYSTEMS, INC.
 10000 S. 10TH AVE.
 DENVER, CO 80202

PROJECT NAME & LOCATION
 DAN T. HUGHES
 CAROLINA, NC

DRAWN BY: J. H. 2/1/77
 CHECKED BY: L. S. 2/1/77
 PROJECT ENGINEER: W. I.

Job number: 14-11-26285
 Sheet Number: E10 of 18

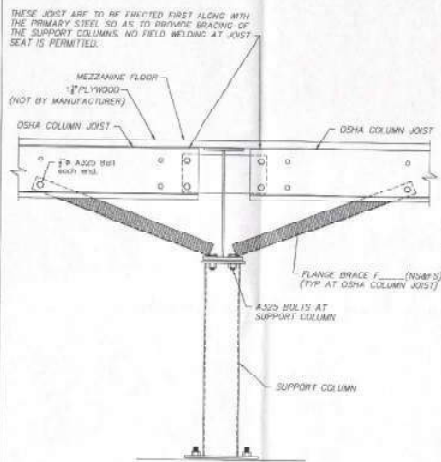
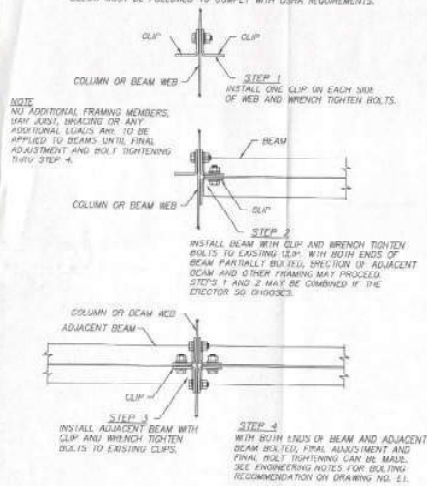
This engineer shall seal and approve hereon as an employee for the manufacturer for the materials described herein. Seal and certification is limited to the products designed and manufactured by the manufacturer. The undersigned engineer is not the project engineer as per record for this project.

Alan D. Hurto, P.E.
 Alan D. E. EC-10259

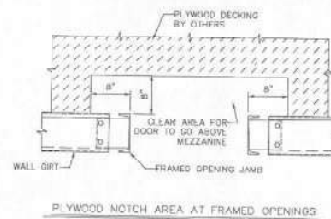
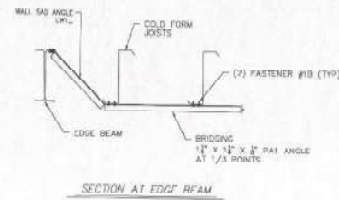
REVISION <input type="checkbox"/> Not used <input type="checkbox"/> Deleted <input type="checkbox"/> Added	<input type="checkbox"/> For Certification Approval <input type="checkbox"/> For Approval <input type="checkbox"/> For Design Approval
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OSHA STEEL ERECTION PROCEDURES REQUIRE BEAM CONNECTIONS THAT SHARE COMMON BOLTS ON EITHER SIDE OF A STRUCTURAL MEMBER, THAT ONE BEAM MUST REMAIN PARTIALLY CONNECTED WHILE THE ADJACENT BEAM IS CONNECTED. THE ERECTION STEPS BELOW MUST BE FOLLOWED TO COMPLY WITH OSHA REQUIREMENTS.



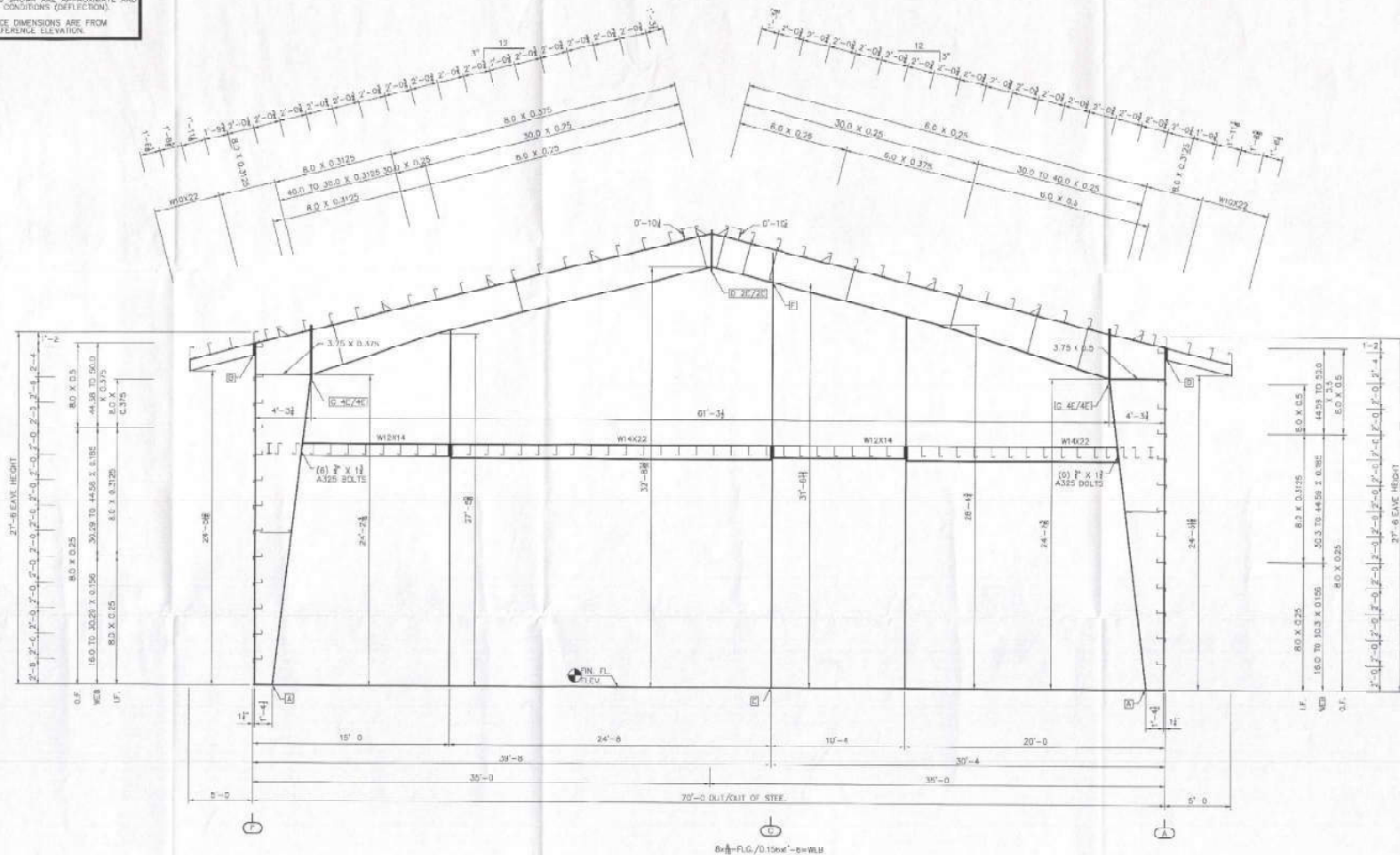
SEE MEZZANINE FRAMING PLAN FOR "OSHA COLUMN JOIST" LABELED WITH SUFFIX "-DC". SEE SPECIFIC SECTIONS FOR INFORMATION NOT SHOWN.



PLYWOOD NOTCH AREA AT FRAMED OPENINGS

Q:\PROJECTS\XOS-V6-07-00 FRAME - 1\Auto\eng\14-B-26288\w-28-whuang\Bldg-A\DRFT\0061 1/16/17 10:51:42
Q:\PROJECTS\XOS-V6-07-00 FR SET - Eng\14-B-26288\w-28-whuang\Bldg-A\DRFT\0061 Eng\14-B-26288\w-28-whuang\Bldg-A\DRFT\0061

GENERAL NOTES
FRAME CLEARANCES SHOWN ARE APPROXIMATE AND
MAY VARY DUE TO CONSTRUCTION DEFLECTION.
VERTICAL CLEARANCE DIMENSIONS ARE FROM
FINISHED FLOOR REFERENCE ELEVATION.



CONN.	PLATE SIZE TABLE		SPUCE BOLT TABLE			
	LOW SIDE	HIGH SIDE	QTY.	SIZE	TYPE	DANGEROUS REVEALED WASHERS
A	8 X 0.375 X 1'-4"	8 X 0.375 X 0'-10"	(6)	1/2 X 3/4	A325 B&N	0
B	8 X 0.375 X 4'-3"	8 X 0.375 X 4'-0"	(10)	1" X 2"	A325 B&N	0
C	8 X 0.375 X 3'-10"	8 X 0.375 X 3'-10"	(10)	1/2 X 1/2	A325 B&N	0
D	8 X 0.375 X 0'-11"	8 X 0.375 X 4'-2"	(4)	1/2 X 1/2	A325 B&N	1
E	8 X 0.375 X 4'-3"	8 X 0.375 X 4'-2"	(16)	1" X 2"	A325 B&N	0

Drawn by	LS	2/7/17
Checked by	LS	2/7/17
Project Engineer	W1	
Job Number	14-B-26288	
Sheet Number	112 of 118	
<p>The engineer whose seal appears herein is an employee for the manufacture for the materials described herein. This seal or certification is limited to the property designed and manufactured by manufacturer only. The undersigned engineer is not the overall engineer of record for this project.</p>		
<p>Allen D. Hertz, P.E. Alaska P.E. No. 11020</p>		



Feb 01, 2017

GENERAL NOTES
FRAME CLEARANCES SHOWN ARE APPROXIMATE AND
MAY VARY DUE TO CONDITIONS (DEFLECTION).
VERTICAL CLEARANCE DIMENSIONS ARE FROM
FINISHED FLOOR REFERENCE ELEVATION.



PLATE SIZE TABLE			SPUCE BOLT			ADLE	
CONN.	LOW SIDE	HIGH SIDE	QTY.	SIZE	TYPE	HARDENED WASHERS	BEVELD WASHERS
A	8 X 0.5 X 1'-4 1/2						
B		8 X 0.020 X 0'-10 1/2	(16)	1" X 3/4"	A325 B&N	0	0
C	8 X 0.75 X 4'-5 1/2	8 X 0.75 X 4'-5 1/2	(16)	1" X 3/4"	A325 B&N	0	0
D	8 X 0.575 X 3'-0 1/2	8 X 0.375 X 3'-2 1/2	(10)	3/4" X 1 1/4"	A325 B&N	0	0
E	8 X 0.5 X 1'-7 1/2		(12)	3/4" X 1 1/4"	A325 B&N	0	0
F	8 X 0.020 X 7'-7 1/2						
G	8 X 1.0 X 4'-0 1/2	8 X 1.0 X 4'-0 1/2	(16)	1" X 3/4"	A325 B&N	0	0
H	8 X 0.5 X 1'-0 1/2						

Feb 01, 2017

GENERAL NOTES:
FRAME CLEARANCES SHOWN ARE APPROXIMATE AND
MAY VARY DUE TO CONDITIONS (DEFLECTION).
VERTICAL CLEARANCE DIMENSIONS ARE FROM
FINISHED FLOOR REFERENCE ELEVATION.



PLATE SIZE TABLE			SPLICE BOLT TABLE			
CONFL.	LOW SIDE	HIGH SIDE	QTY.	TYPE	WASHERS MIN. 2-PS	COVER WASHERS
A	8 X 0.625 X 1'-48"					
M		8 X 0.625 X 6'-106"	(8)	2 X 2	A255 84N	0
B	8 X 0.75 X 4'-48"	8 X 0.75 X 4'-48"	(16)	1 X 2	A255 84N	0
D	8 X 0.375 X 3'-24"	8 X 0.375 X 3'-24"	(16)	2 X 2	A255 84N	0
E	8 X 0.375 X 1'-12"					
F	8 X 0.625 X 2'-24"					
G	10 X 1.0 X 4'-48"	10 X 1.0 X 4'-48"	(12)	2 X 2	A308 84N	0
H	10 X 1.0 X 2'-24"		(12)	2 X 2	A255 84N	0

Feb 01, 2017

GENERAL NOTES
FRAME CLEARANCES SHOWN ARE APPROXIMATE AND
MAY VARY DUE TO CONDITIONS (DEFLECTION)
VERTICAL CLEARANCE DIMENSIONS ARE FROM
FINISHED FLOOR REFERENCE ELEVATION.



PLATE SIZE TABLE			SPEC. BOLT TABLE				
QTR.	LOW SIDE	HIGH SIDE	QTY.	SIZE	TYPE	HARDENED & CRYSTALIZED WASHERS	WASHERS
A	8 X 0.625 X 1'-4"	8 X 0.625 X 0'-10 1/2"	(6)	1/2 X 3/4	A325 HRN	0	0
C	8 X 0.1 X 4'-5 1/2"	8 X 0.1 X 4'-4"	(18)	1/4 X 1/2	A307 BAN	0	0
D	8 X 0.375 X 3'-2 1/2"	8 X 0.375 X 3'-2"	(12)	1/2 X 1 1/2	A325 BAN	0	0
E	8 X 0.5 X 1'-7"						
F	8 X 0.625 X 2'-2 1/2"	10 X 1.5 X 4'-6 1/2"	(12)	1/2 X 2 1/2	A325 BAN	0	0
G	10 X 1.5 X 4'-6 1/2"		(16)	1/2 X 3	A325 BAN	0	0

[illegible]

GENERAL NOTES
FRAME CLEARANCES SHOWN ARE APPROXIMATE AND
MAY VARY DUE TO CONDITIONS (DEFLECTION).
VERTICAL CLEARANCE DIMENSIONS ARE FROM
FINISHED FLOOR REFERENCE ELEVATION

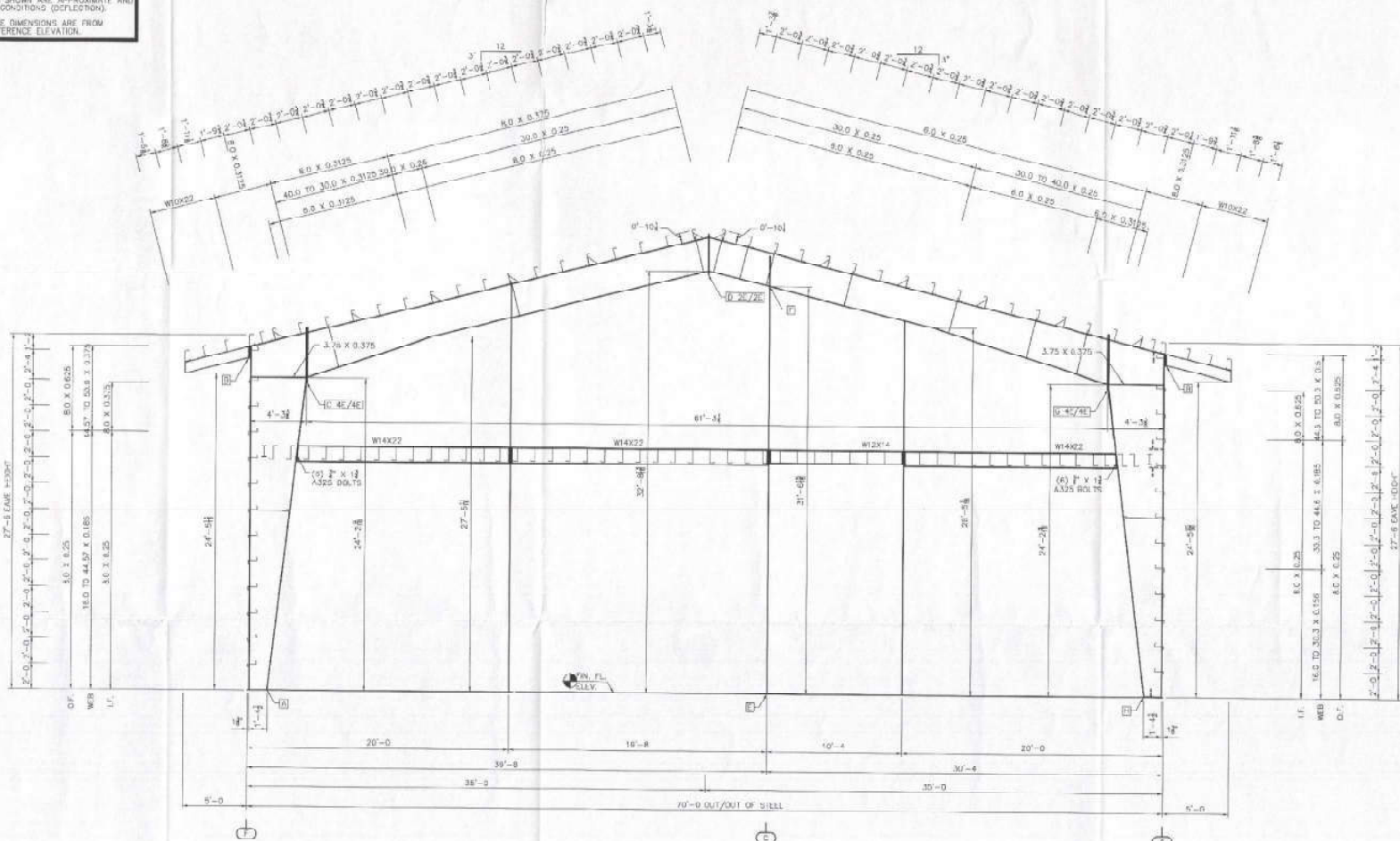


PLATE SIZE TABLE			SPLICE BOLT TABLE		
CONC.	LOW SIDE	HIGH SIDE	GT% SIZE	TWC	HARDENED BEVELLED ROASTERS WROUGHT
A	$8 \times 0.625 \times 1'-4\frac{1}{2}$				
B		$6 \times 0.625 \times 0'-10\frac{1}{2}$	(5) $\frac{3}{4}$ 24	A325 B&N	0
C	$8 \times 0.5 \times 1'-4\frac{1}{2}$	$6 \times 1.0 \times 4'-8\frac{1}{2}$	(6) $1 \frac{1}{4}$ 34	A325 B&N	0
D	$8 \times 0.575 \times 0'-2\frac{1}{2}$	$8 \times 0.375 \times 3'-2\frac{1}{2}$	(10) $\frac{3}{4}$ 24	A325 B&N	0
E	$8 \times 0.5 \times 1'-7$				
F	$8 \times 0.625 \times 2'-2\frac{1}{2}$		(12) $\frac{3}{4}$ 24	A325 B&N	0
G	$10 \times 1.0 \times 4'-6\frac{1}{2}$	$10 \times 1.0 \times 4'-0\frac{1}{2}$	(10) $1 \frac{1}{4}$ 34	A325 B&N	0

Feb 04, 2011

01/PROJECTS/V05-V0-07-00 FRAME = 4/Active/eng/14-B-26285/ver26-wxhuang/Bldg-A/Drftg/403R 1/18/17 18:52:50
01/PROJECTS/V05-V0-07-00 70 SET = Eng/14-B-26285/ver26-wxhuang/Bldg-A/Unit 14/403L Eng/14-B-26285/ver26-wxhuang/Bldg-A/Drftg/403R

GENERAL NOTES
FRAME CLEARANCES SHOWN ARE APPROXIMATE AND
MAY VARY DUE TO CONDITIONS (COLLECTION).
VERTICAL CLEARANCE DIMENSIONS ARE FROM
FINISHED FLOOR REFERENCE ELEVATION.



CROSS SECTION AT FRAME LINE "6"

PLATE SIZE TABLE		SPURCE BOLT TABLE			
CONN.	LOW SIDE	HIGH SIDE	QTY.	SIZE	TYPE
A	8 X 0.375 X 1'-4"	6 X 0.525 X 0'-10"	(6)	1/2 X 3/4	A325 B&N
B	8 X 0.375 X 4'-11"	8 X 0.75 X 4'-2"	(16)	1" X 2"	A325 B&N
C	8 X 0.375 X 3'-11"	8 X 0.375 X 3'-11"	(10)	1/2 X 1"	A325 B&N
D	8 X 0.5 X 1'-7"				
E	10 X 0.375 X 0'-11"		(4)	1/2 X 1"	A325 B&N
F	8 X 0.75 X 4'-3"	8 X 0.75 X 4'-2"	(16)	1" X 2"	A325 B&N
G	8 X 0.525 X 1'-4"				

CL	By	Description	Date	Revised	Project Name & Location	Customer	Project Number	Sheet Number
15	LS		12/10/17		ASTAR BUILDING SYSTEMS 15000 W. 15th St. Midvale, UT 84046	WUP ENTERPRISES INC INDIANAPOLIS, IN	14-B-26285	5/7 of 18
<p>REVISIONS</p> <p>1. 12/10/17</p> <p>2. 12/10/17</p> <p>3. 12/10/17</p> <p>4. 12/10/17</p> <p>5. 12/10/17</p> <p>6. 12/10/17</p> <p>7. 12/10/17</p> <p>8. 12/10/17</p> <p>9. 12/10/17</p> <p>10. 12/10/17</p> <p>11. 12/10/17</p> <p>12. 12/10/17</p> <p>13. 12/10/17</p> <p>14. 12/10/17</p> <p>15. 12/10/17</p> <p>16. 12/10/17</p> <p>17. 12/10/17</p> <p>18. 12/10/17</p> <p>19. 12/10/17</p> <p>20. 12/10/17</p> <p>21. 12/10/17</p> <p>22. 12/10/17</p> <p>23. 12/10/17</p> <p>24. 12/10/17</p> <p>25. 12/10/17</p> <p>26. 12/10/17</p> <p>27. 12/10/17</p> <p>28. 12/10/17</p> <p>29. 12/10/17</p> <p>30. 12/10/17</p> <p>31. 12/10/17</p> <p>32. 12/10/17</p> <p>33. 12/10/17</p> <p>34. 12/10/17</p> <p>35. 12/10/17</p> <p>36. 12/10/17</p> <p>37. 12/10/17</p> <p>38. 12/10/17</p> <p>39. 12/10/17</p> <p>40. 12/10/17</p> <p>41. 12/10/17</p> <p>42. 12/10/17</p> <p>43. 12/10/17</p> <p>44. 12/10/17</p> <p>45. 12/10/17</p> <p>46. 12/10/17</p> <p>47. 12/10/17</p> <p>48. 12/10/17</p> <p>49. 12/10/17</p> <p>50. 12/10/17</p> <p>51. 12/10/17</p> <p>52. 12/10/17</p> <p>53. 12/10/17</p> <p>54. 12/10/17</p> <p>55. 12/10/17</p> <p>56. 12/10/17</p> <p>57. 12/10/17</p> <p>58. 12/10/17</p> <p>59. 12/10/17</p> <p>60. 12/10/17</p> <p>61. 12/10/17</p> <p>62. 12/10/17</p> <p>63. 12/10/17</p> <p>64. 12/10/17</p> <p>65. 12/10/17</p> <p>66. 12/10/17</p> <p>67. 12/10/17</p> <p>68. 12/10/17</p> <p>69. 12/10/17</p> <p>70. 12/10/17</p> <p>71. 12/10/17</p> <p>72. 12/10/17</p> <p>73. 12/10/17</p> <p>74. 12/10/17</p> <p>75. 12/10/17</p> <p>76. 12/10/17</p> <p>77. 12/10/17</p> <p>78. 12/10/17</p> <p>79. 12/10/17</p> <p>80. 12/10/17</p> <p>81. 12/10/17</p> <p>82. 12/10/17</p> <p>83. 12/10/17</p> <p>84. 12/10/17</p> <p>85. 12/10/17</p> <p>86. 12/10/17</p> <p>87. 12/10/17</p> <p>88. 12/10/17</p> <p>89. 12/10/17</p> <p>90. 12/10/17</p> <p>91. 12/10/17</p> <p>92. 12/10/17</p> <p>93. 12/10/17</p> <p>94. 12/10/17</p> <p>95. 12/10/17</p> <p>96. 12/10/17</p> <p>97. 12/10/17</p> <p>98. 12/10/17</p> <p>99. 12/10/17</p> <p>100. 12/10/17</p>								



Feb 09, 2017

CONNECTION CODES (FOR TOP AND BOTTOM BOLT PATTERN)

CONNECTION 1B, 1I OR 1P

CONNECTION 1E

CONNECTION 1E

CONNECTION 2B, 2I OR 2P

CONNECTION 2T

CONNECTION 2E

CONNECTION 3B, 3I OR 3P

CONNECTION 3T

CONNECTION 3E

CONNECTION 4B, 4I OR 4P

CONNECTION 4T

CONNECTION 4E

CONNECTION 4X

CONNECTION CODE FORMAT

B = THIS DESCRIPTION CODE IS USED TO DEFINE SHEAR CONNECTIONS. BOLTS ARE LOCATED INSIDE THE TOP FLANGE AND CONNECTION PLATE IS RECESSED 1/8" BELOW THE TOP FLANGE. CONNECTION PLATE LENGTH MUST BE A MINIMUM OF HALF THE RAFTER WEB DEPTH AND SHALL NOT EXCEED THE RAFTER TOTAL DEPTH.
 E = THIS DESCRIPTION CODE IS USED TO DEFINE MOMENT CONNECTIONS. BOLTS ARE LOCATED WITH ONE SET OUTSIDE THE TOP OR BOTTOM FLANGE AND THE REMAINING SETS ARE LOCATED INSIDE THE TOP OR BOTTOM FLANGE.
 F = THIS DESCRIPTION CODE IS USED TO DEFINE MOMENT CONNECTIONS. BOLTS ARE LOCATED INSIDE THE TOP OR BOTTOM FLANGE AND CONNECTION PLATE PROJECTS 1/2" BEYOND THE TOP OR BOTTOM FLANGE.
 I = THIS DESCRIPTION CODE IS USED TO DEFINE MOMENT CONNECTIONS. BOLTS ARE LOCATED INSIDE THE TOP OR BOTTOM FLANGE AND CONNECTION PLATE IS RECESSED 1/8" BELOW THE TOP OR BOTTOM FLANGE.
 P = THIS DESCRIPTION CODE IS USED TO DEFINE SHEAR CONNECTIONS. BOLTS ARE LOCATED INSIDE THE TOP FLANGE AND CONNECTION PLATE IS RECESSED 1/8" BELOW THE TOP FLANGE. CONNECTION PLATE LENGTH MUST BE A MINIMUM OF HALF THE RAFTER WEB DEPTH AND SHALL NOT EXCEED THE RAFTER TOTAL DEPTH.
 4X = THIS DESCRIPTION CODE IS USED TO DEFINE MOMENT CONNECTIONS. BOLTS ARE LOCATED WITH TWO SETS EACH SIDE OF THE TOP OR BOTTOM FLANGE WITH A GUSSET PLATE OUTSIDE THE TOP AND BOTTOM FLANGE OR COLUMN CAP PLATE.

CONNECTION BOLT DATA

NAME	DESCRIPTION FOR A325 BOLT DIMENSIONS	A325 CONNECTION BOLT DIMENSIONS
D	DIAMETER OF THE BOLT	1/2", 3/4", 7/8", 1", 1 1/4", 1 1/2"
HD	BOLT HOLE DIAMETER	9/16", 13/16", 15/16", 1 1/16", 1 5/16", 1 9/16"
G	BOLT GAUGE	3", 3 1/2", 4"
G	MAX. WEB THICKNESS (Max. 3/4" Fillet Weld) WITHOUT WASHER	1", 1 1/8", 1 7/8", 1 1/4", 1 3/8", 2 1/8"
G	MAX. WEB THICKNESS (Max. 3/4" Fillet Weld) WITH WASHER	3/4", 7/8", 1 5/8", 1 5/8", 7/8", 1 7/8"
HD	HEAVY CONN. BOLT GAUGE	N/A, 2 1/4", 2 5/8", 3", 3 3/4", 4"
S	NORMAL BOLT SPACING	2 1/2", 3", 3 1/4", 3 1/2", 4", 4 1/2"
BSMIN	MINIMUM SPACING BETWEEN TOP & BOTTOM SETS OF BOLTS	1 1/2", 2 1/4", 2 5/8", 3", 3 3/4", 4"
BSMAX	MAXIMUM BOLT SPACING BETWEEN TOP AND BOTTOM SETS OF BOLTS OR CONNECTION PLATES LESS THAN OR EQUAL TO 3/4" THICK	2'-0", 2'-0", 2'-0", 2'-0", 2'-0", 2'-0"
EDCD	MINIMUM BOLT-TO-FLANGE CLEARANCE AT OUT OF NUT SEE BOLT AT FLANGE DETAIL	1 1/2", 1 3/4", 1 7/8", 2 1/4", 2 1/2", 2 3/4"
PF	MINIMUM BOLT-TO-FLANGE CLEARANCE AT CONNECTION PLATE SEE BOLT AT FLANGE DETAIL	(BFGD + RWTF) PF INSIDE OF FLANGE IS INCREASED BASED ON THE IT & YB VALU. PF FOR CONNECTION B, E, I AND P ARE THE SAME AS USED ON CONNECTION E
NWT	NUT AND WASHER THICKNESS	SEE BOLT AT FLANGE DETAIL. NUT THICKNESS IS EQUAL TO THE BOLT DIAMETER AND .15625" WASHER THICKNESS IS USED EVEN IF A WASHER IS NOT REQUIRED.
RNWT	RISE ON NUT AND WASHER THICKNESS	SEE BOLT AT FLANGE DETAIL. NUT THICKNESS IS EQUAL TO THE BOLT DIAMETER AND .15625" WASHER THICKNESS IS USED EVEN IF A WASHER IS NOT REQUIRED.
TT	THICKNESS TOP FLANGE	REFER TO FRAME CROSS SECTION DRAWING FOR LARGEST FLANGE THICKNESS EITHER SIDE OF THE CONNECTION.
TB	THICKNESS BOTTOM FLANGE	REFER TO FRAME CROSS SECTION DRAWING FOR LARGEST FLANGE THICKNESS EITHER SIDE OF THE CONNECTION.
YT	BOLT SPACING TOP (ROUND UP TO NEXT 1/2", MIN = S)	3" + TT, 3 1/2" + TT, 3 3/4" + TT, 4 1/2" + TT, 5" + TT, 5 1/2" + TT
YB	BOLT SPACING BOTTOM (ROUND UP TO NEXT 1/2", MIN = S)	or TB Sloped or TB Sloped or TB Sloped or TB Sloped or TB Sloped or TB Sloped
ED(S)	MINIMUM SHEARED END EDGE DIMENSION	1 1/4", 1 1/4", 1 1/2", 1 3/4", 2 1/4", 2 5/8"
ED(R)	MINIMUM ROLLED END EDGE DIMENSION	3/4", 1", 1 1/8", 1 1/4", 1 5/8", 2 1/4"
EEDK	END EDGE DIMENSION AT KNEE CONNECTION	1 3/8", 1 3/8", 1 5/8", 1 5/8", 2 3/8", 2 3/4"
BSMIN	MINIMUM BOLT CLEARANCE FROM A FLANGE OR WEB WELD	WITHOUT WASHER 7/16", 5/8", 3/4", 13/16", 1", 1 3/8"
BSMAX	MINIMUM WIDTH OF CONNECTION PLATE (Standard Connection)	WITH HARDENED WASHER 9/16", 3/4", 7/8", 1", 1 1/4", 1 1/2"
WDSM	MINIMUM WIDTH OF CONNECTION PLATE (Heavy Connection)	5", 6", 8", 10", 12", 14"
WDIM	MINIMUM WIDTH OF CONNECTION PLATE (Heavy Connection)	N/A, 10", 12", 14", 16", 18"
TMIN	MINIMUM THICKNESS OF CONNECTION PLATE	1/4", 3/8", 1/2", 1/2", 1/2", 5/8"

Frame Documentation A325 Connection Bolt Details

05-12-10
Sep 14 '03

Connection Code (See "Connection Code Format" on this drawing)
Connection Location

CROSS SECTION CONNECTION CODE KEY
(AS SHOWN AT CONNECTIONS ON FRAME CROSS SECTION DRAWINGS)

Flange Brace Material Schedule	Part Mark	Material
FB4	L 2" x 2" x 14 Ga.	
FB5	L 2" x 2" x 14 Ga.	
FB6	L 2" x 2" x 14 Ga.	
FB7	L 2 1/2" x 2 1/2" x 14 Ga.	

STANDARD CONNECTION DESIGNATION
(CODE 4E/2E SHOWN)

HEAVY CONNECTION DESIGNATION
(CODE 4H/2H SHOWN)

4X CONNECTION DESIGNATION
(CODE 4X/4X SHOWN)

CONNECTION B & P
(Low Side Shown, High Side Similar)

BOLT EDGE DISTANCE

BOLT AT FLANGE DETAIL
(Top Flange Shown, Bottom Flange Similar)

CONNECTION CODE DESCRIPTION

B = THIS DESCRIPTION CODE IS USED TO DEFINE SHEAR CONNECTIONS. BOLTS ARE LOCATED INSIDE THE TOP FLANGE AND CONNECTION PLATE IS RECESSED 1/8" BELOW THE TOP FLANGE. CONNECTION PLATE LENGTH MUST BE A MINIMUM OF HALF THE RAFTER WEB DEPTH AND SHALL NOT EXCEED THE RAFTER TOTAL DEPTH.

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ASTAR BUILDING SYSTEMS

Customer: **MAP ENTERPRISES INC**
DAN NC-COLS
MCKINNA, AK
CORONA, AK

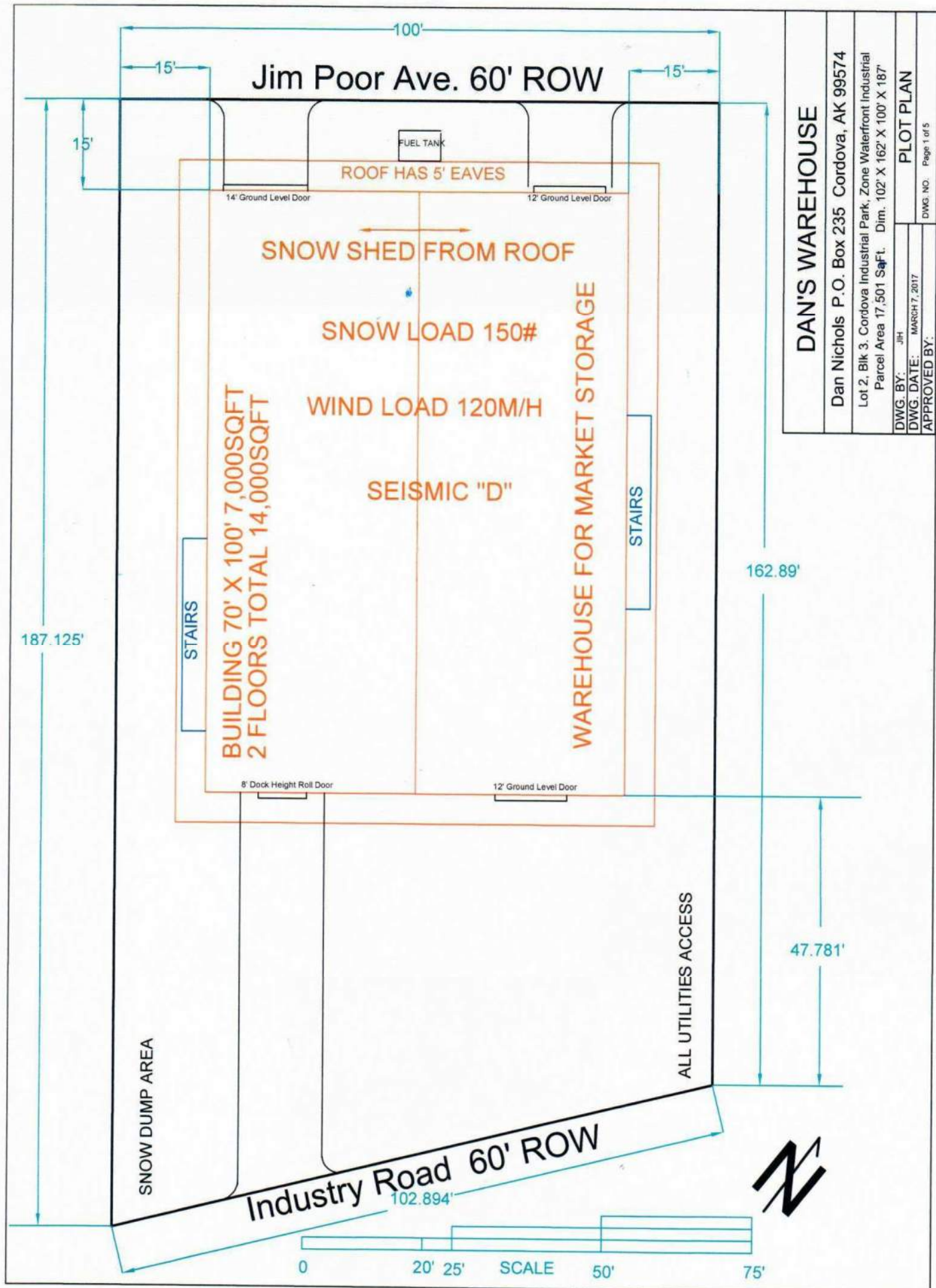
Project Name & Location:
Project Name: **MAP ENTERPRISES INC**
Location: **CORONA, AK**

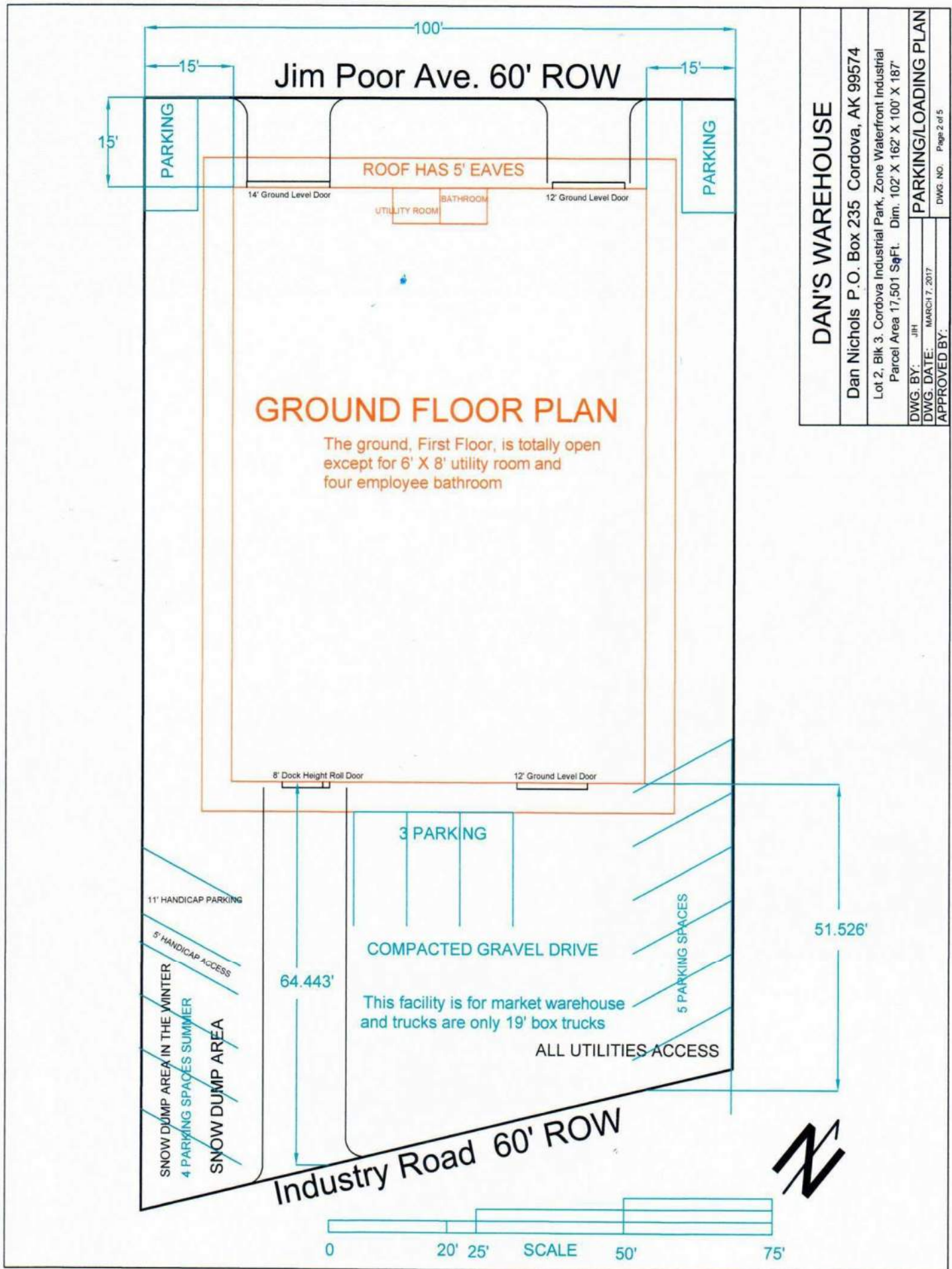
Drawn by: **LS** 7/1/17
Checked by: **LPS** 3/1/17
Project Engineer: **WH**
Job Number: **14 D 26285**
Sheet Number: **E18 of 16**

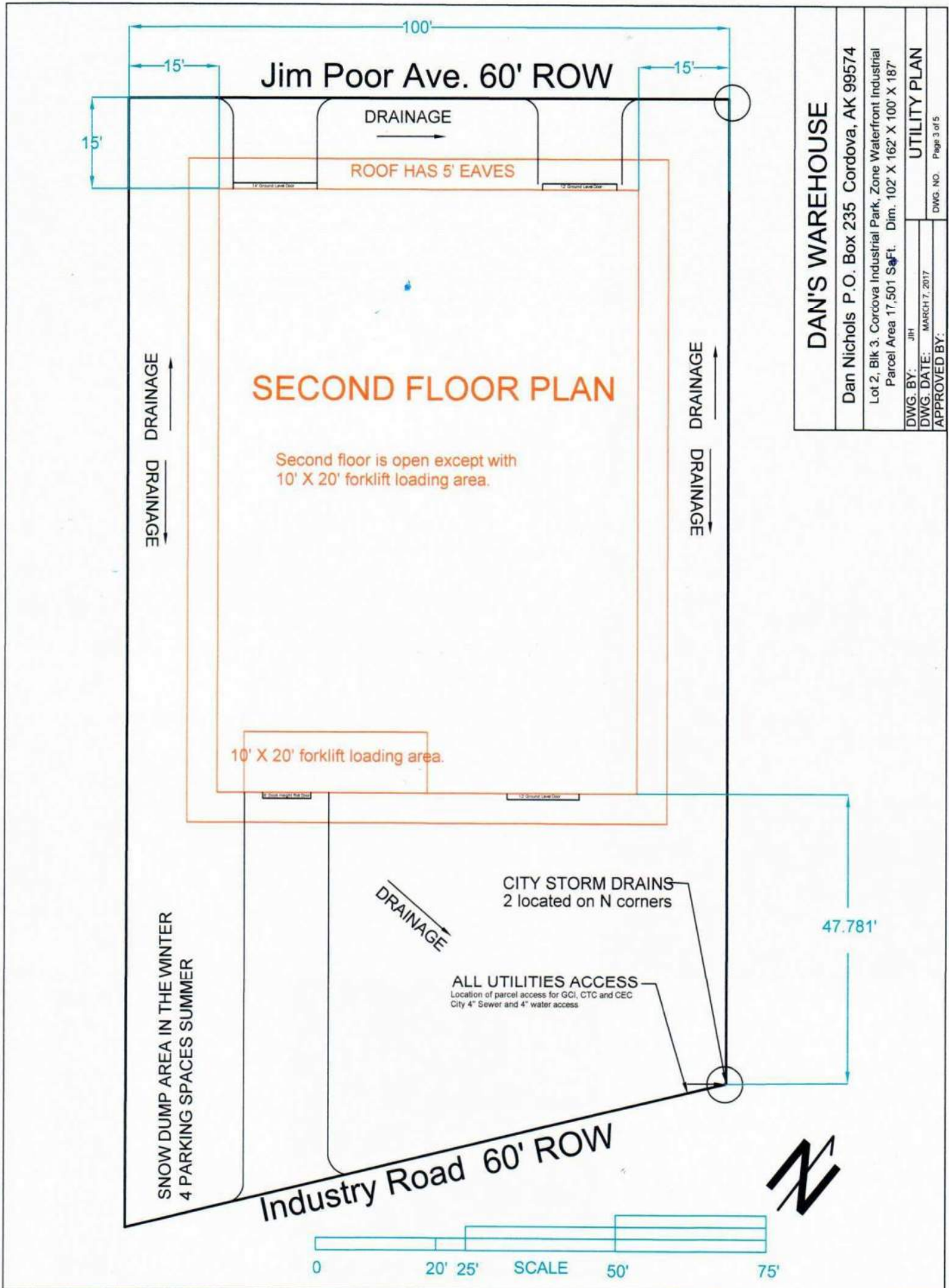
The engineer whose seal appears herein is an engineer for the manufacturer for the materials described herein. Seal and certification is limited to the products designed and manufactured by manufacturer only. The undersigned engineer is not the overall engineer of record for this project.

Allen D. Hurst, P.E.
Alaska P.E. CE-10299

Feb 01, 2017

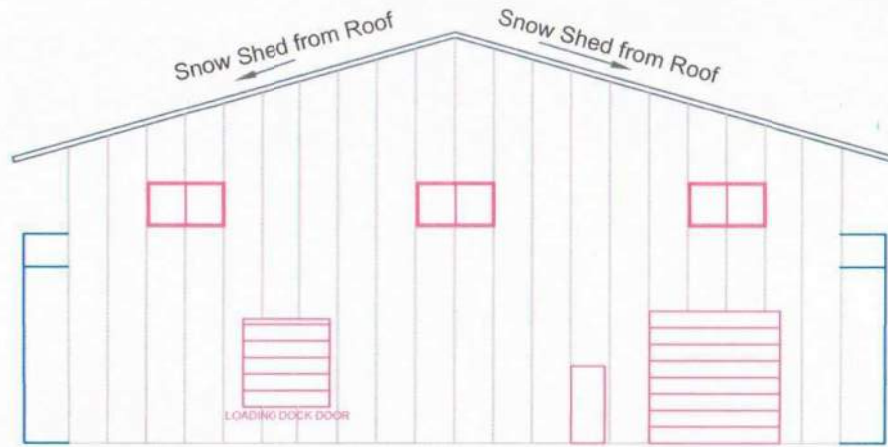






NOTES

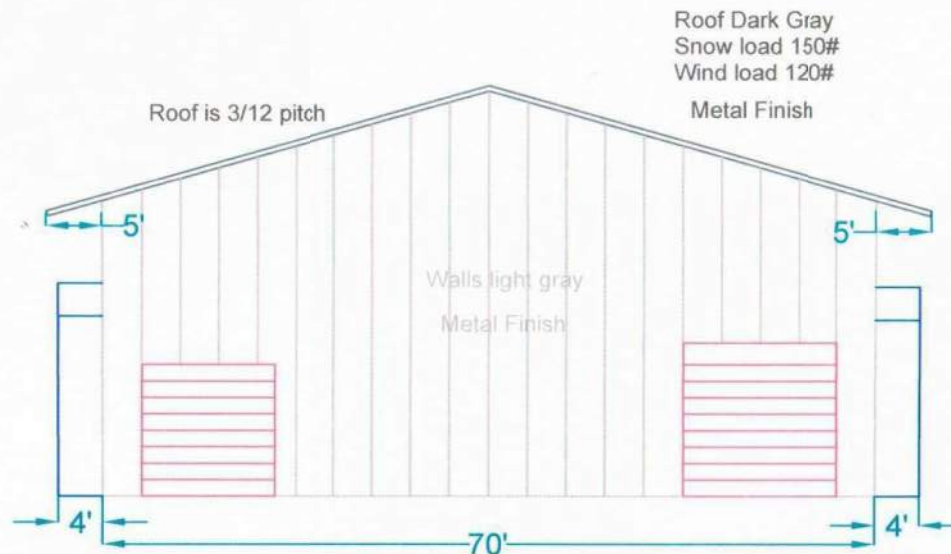
- 1). The building will be built to National Builders Code
- 2). The building will be inspected by Cert. Inspector
- 3). Buildings on adjoining parcels exceed 20' from lot
- 4). The building will be on City water and trash pickup
- 5). The building will be on City sewer and storm drains
- 6). The property will have 14 parking spaces 9' X 19'
- 7). The property will have 1 handicapped parking
- 8). Handicap parking 11' wide with 5' access, 1-25 spaces
- 9). The property will have adequate snow dump area
- 10). The 4 SE parking in summer snow dump winter
- 11). All surfaces on lot are compacted gravel rock
- 12). Storm water drains to Industrial Rd and Jim Poor
- 13). Storm drains on NW and NE property corners
- 14). Market warehouse use
- 15). Second Floor is open storage
- 16). First Floor is open storage with 6'X8' Utility & Bathroom
- 17). This facility only has 19' box trucks
- 18). The property is serviced by CEC, CTC and GCI
- 19). Water and sewer are 4" located on northeast corner



Windows and Doors White

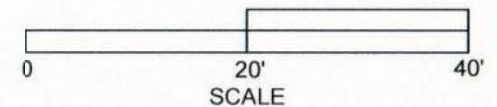
INDUSTRY ROAD ELEV.

WEST VIEW



JIM POOR AVE. ELEV.

EAST VIEW



DAN'S WAREHOUSE

Dan Nichols P.O. Box 235 Cordova, AK 99574

Lot 2, Blk 3, Cordova Industrial Park, Zone Waterfront Industrial
Parcel Area 17,501 Sq.Ft.

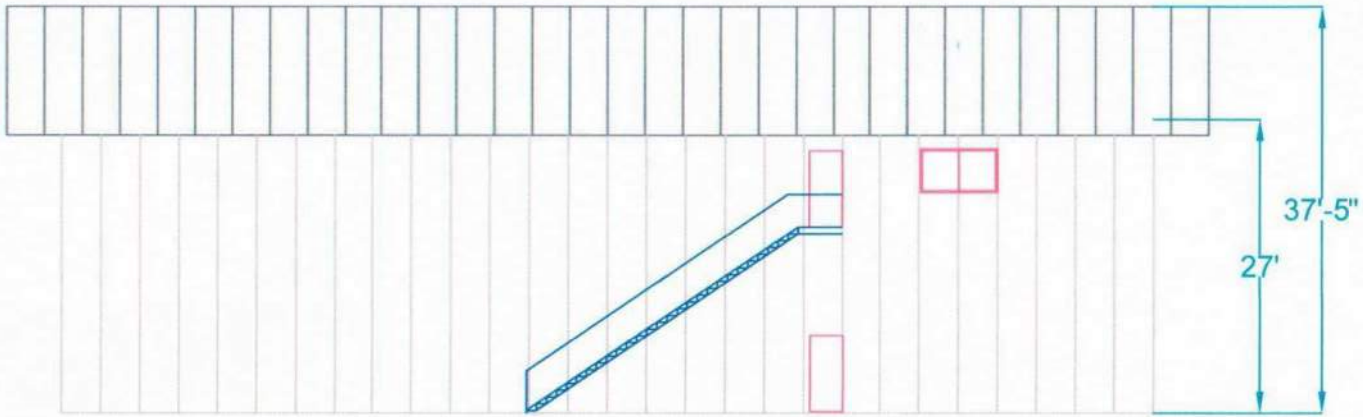
DWG. BY: JIH

DWG. DATE: 2/20/2017

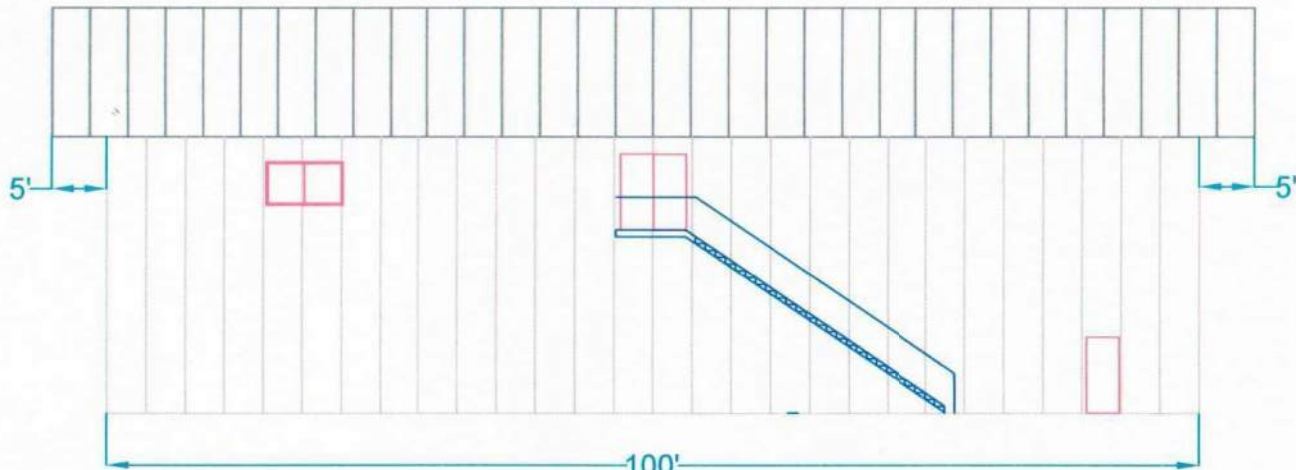
APPROVED BY:

ELEVATION

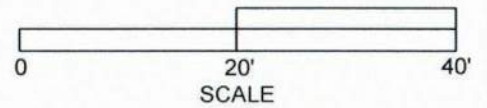
DWG. NO. Page 4 of 5



NORTH ELEV.



SOUTH ELEV.



DAN'S WAREHOUSE	
Dan Nichols P.O. Box 235 Cordova, AK 99574	
Lot 2, Blk 3, Cordova Industrial Park, Zone Waterfront Industrial Parcel Area 17,501 Sq.Ft.	
DWG. BY: JIH	ELEVATION
DWG. DATE: 2/20/2017	
APPROVED BY:	DWG. NO. Page 5 of 5

March 21, 2017

City of Cordova
Planning and Zoning Commission
Cordova, Alaska 99574

Dear Planning and Zoning Commission:

This letter is to address your questions regarding the Dan Nichols Warehouse plans for Lot 2, Block 3 in Cordova Industrial Park.

1. In regards to parking and snow dump: Most likely all vehicles will be removed from one side of the lot to the other to make snow removal quicker and easier. Some parking areas will not be usable depending on the amount of snow being dealt with. Loading areas will be cleaned prior to their being used as a safety concern. I don't believe the amount of employees I'll have will need more than four spaces.
2. As for parking area and spaces, having only 4 employees, I should have plenty of on-premise parking. It is a warehouse and limiting people in loading and off-loading is always a safety concern.
3. Angle parking spaces are 9' x 21' and 90 degree parking spaces are 9' x 19'.
4. Three (3) vans and three (3) box trucks are presently on the property plus one (1) yard tractor. While working, two vans or box trucks will be transporting freight back and forth to Anchorage. Box trucks will primarily be used to transport pallets and freight from the warehouse to final destinations. Vans will be primarily used on the ferry system. Vans range for 28' to 34' long and box trucks 36' maximum length. The yard tractor is 10' and will most likely be hooked to vans in the yard. The width of all my vehicles is approximately 8'6". The trucks will be parked parallel and up to the building on the Industrial Way side of the property.
5. The property will slope towards the storm drain on the NW corner of the property, and toward Jim Poor Avenue as well as on Industrial Way side.

6. The Building was engineered for multiple doors, depending on future needs. It was important to make sure the structure in the future would not be compromised by adding extra doors. That's why it has door bays on the prints that won't be used in the near future.
7. The doors on Jim Poor Ave. will be used to get boats and trucks into the building and not the daily use of the trucking company.
8. The access to the top floor will be by two outside staircases on either side of the building. The overhang should keep snow off treads and the double doors on the west side double as a pallet accessible opening.
9. I've got the paperwork for Fire and Life Safety Plan Review. I will be having Taylor Fire outline a drawing with those concerns covered. I have time in the next week to walk it through the Fire and Safety Department in Anchorage.

Thank You,

A handwritten signature in black ink, appearing to read "Daniel A. Nichols". The signature is fluid and cursive, with the first name "Daniel" being the most prominent.

Daniel A Nichols

Van/Truck Parking Plan





AGENDA ITEM # 9d
Planning Commission Meeting Date: 3/28/2017
PLANNING COMMISSION COMMUNICATION FORM

FROM: Planning Staff
DATE: 3/28/2017
ITEM: Chapter 16 Building Codes Discussion
NEXT STEP: N/A

☒ INFORMATION
☐ MOTION
☐ RESOLUTION

I. REQUEST OR ISSUE:

Determining design criteria and review comments on Alaska amendments.
Here is a link to an on-line version of the 2012 IRC or we have a copy in the office.

<https://ia800701.us.archive.org/8/items/gov.law.icc.irc.2012/icc.irc.2012.pdfv>

II. RECOMMENDED ACTION / NEXT STEP:

Determine the

1. Local design criteria- chapter 3 Table R301.2(1).
2. Review Alaska amendments.

Design Criteria

A design criteria has been developed and is attached. The IRC provides the table for design

criteria for the local community to fill in and adopt. The city may make local amendments that are less restrictive than the requirements in the IRC 2012. Design criteria to discuss

1. Snow Load – Section R301.2.3 Snow Loads- City has required be built to 100 lbs ground snow load. IRC says anything over 70 lbs shall be designed with in accordance with acceptable engineer standards.
2. Wind speed design is required. The map (attached) shows Cordova at 110 mph.
3. Topographical effects- No - open to discussion
4. The Seismic category map on page 29 of the IRC(attached) designates Cordova in the D2 seismic zone, in the past it had been labeled Seismic D. Page 46 of the IRC provides the requirements for the D2 zones. For zone D2 there is restrictions on materials (use of N mortar or masonry cement is not allowed) used for wall construction in 606.12.4.
5. Weathering Alaska is designated severe by IRC
6. Frost line depth – in the past 24” was the depth agreed upon...open for discussion
7. Termite – designated in IRC
8. Winter Design Temp 1 degree F - chart attached used for determination- used Juneau for data
9. Ice Barrier underlayment required – No
10. Flood Hazards – from City records
11. Entry into National Flood Insurance Program – 1979, Map panels and flood study adopted 2015
12. Air Freezing Index – 2500- Cordova was not in table used for Yakutat
13. Mean Annual Temperature 38 F - From Climate -data.org

Alaska Amendments to 2012 IRC code

Deleting of Part 2 will involve adding/deleting of the City Code. Attached is a spreadsheet of my initial review of the city code and part 2 of the IRC and the remaining amendments.

III. FISCAL IMPACTS:

Possible legal review depending on the local amendments.

IV. BACKGROUND INFORMATION:

2/14/2017 - at P&Z meeting it was decided to move forward to adopt the 2012 IRC. Amendments developed by AHFC were presented for commissioners. Links to three communities that have adopted the 2012 IRC and have local amendments were sent to commissioners for review.

V. LEGAL ISSUES:

Updating only the edition of IRC and local amendments may be done without legal review. Once all local amendments have been developed and the building permit sections of code are reviewed, a determination will be made.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

N/A

VII. SUMMARY AND ALTERNATIVES:

N/A



CITY OF CORDOVA

City of Cordova
602 Railroad Ave.
P.O. Box 1210
Cordova, Alaska 99574
Phone: (907) 424-6220
Fax: (907) 424-6000
Email: planning2@cityofcordova.net
Web: www.cityofcordova.net

DESIGN CRITERIA

In accordance with the International Residential Code (IRC)

<u>Design Type</u>	<u>Criteria</u>
Ground Snow Load	100 lbs. per sq. foot
Wind Speed	110 miles per hour
Topographical effects	No
Seismic Zone	D2
Weathering	Severe
Frost Line Depth	24"
Termite	No
Winter Design Temperature	1 F
Ice Barrier underlayment required	No
Flood Hazards	Entered flood program 1979, maps and flood study adopted 2015
Air Freezing Index	2500
Mean Annual Temperature	42 F

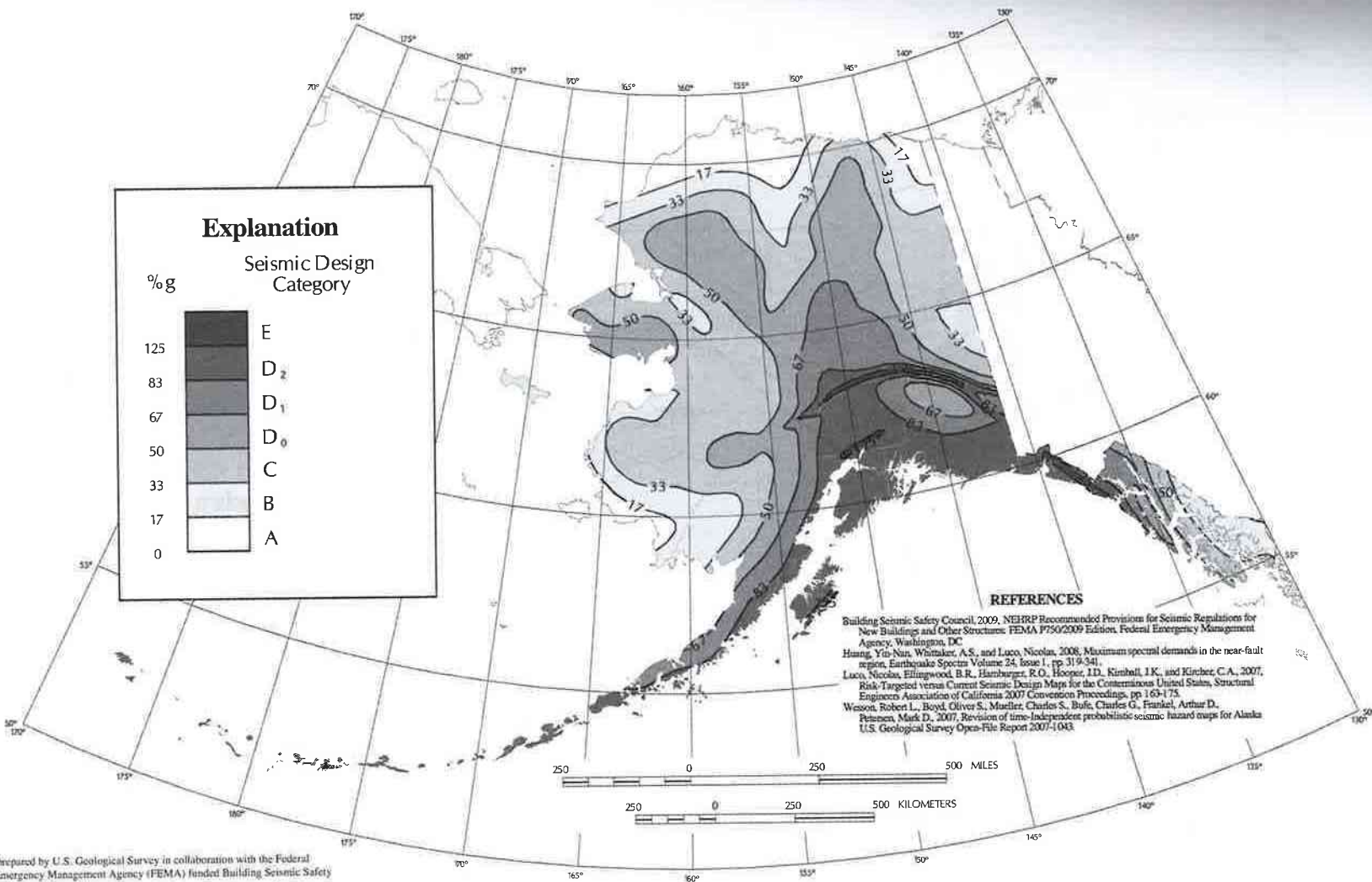


FIGURE R301.2(2)
SEISMIC DESIGN CATEGORIES—SITE CLASS D
(continued)

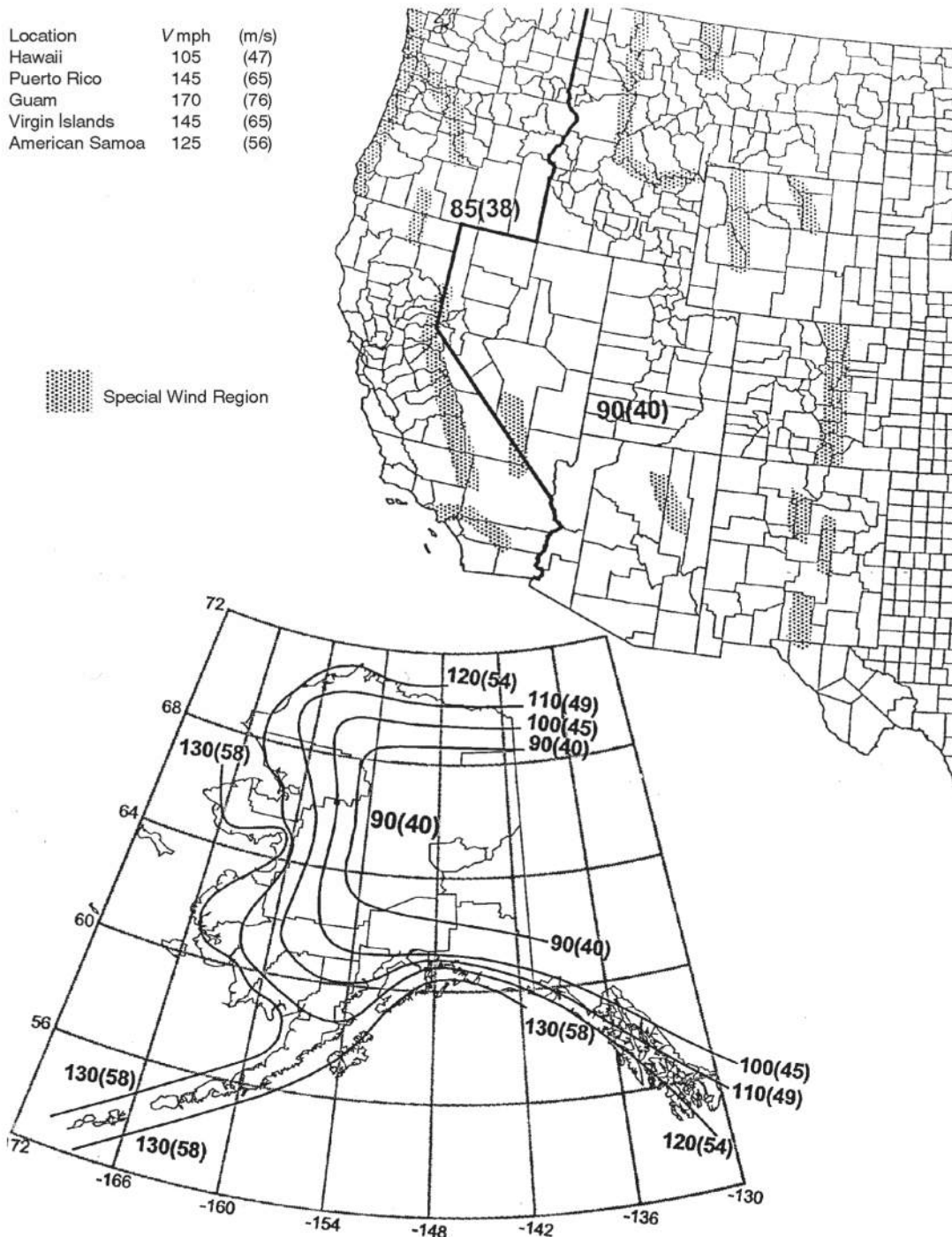


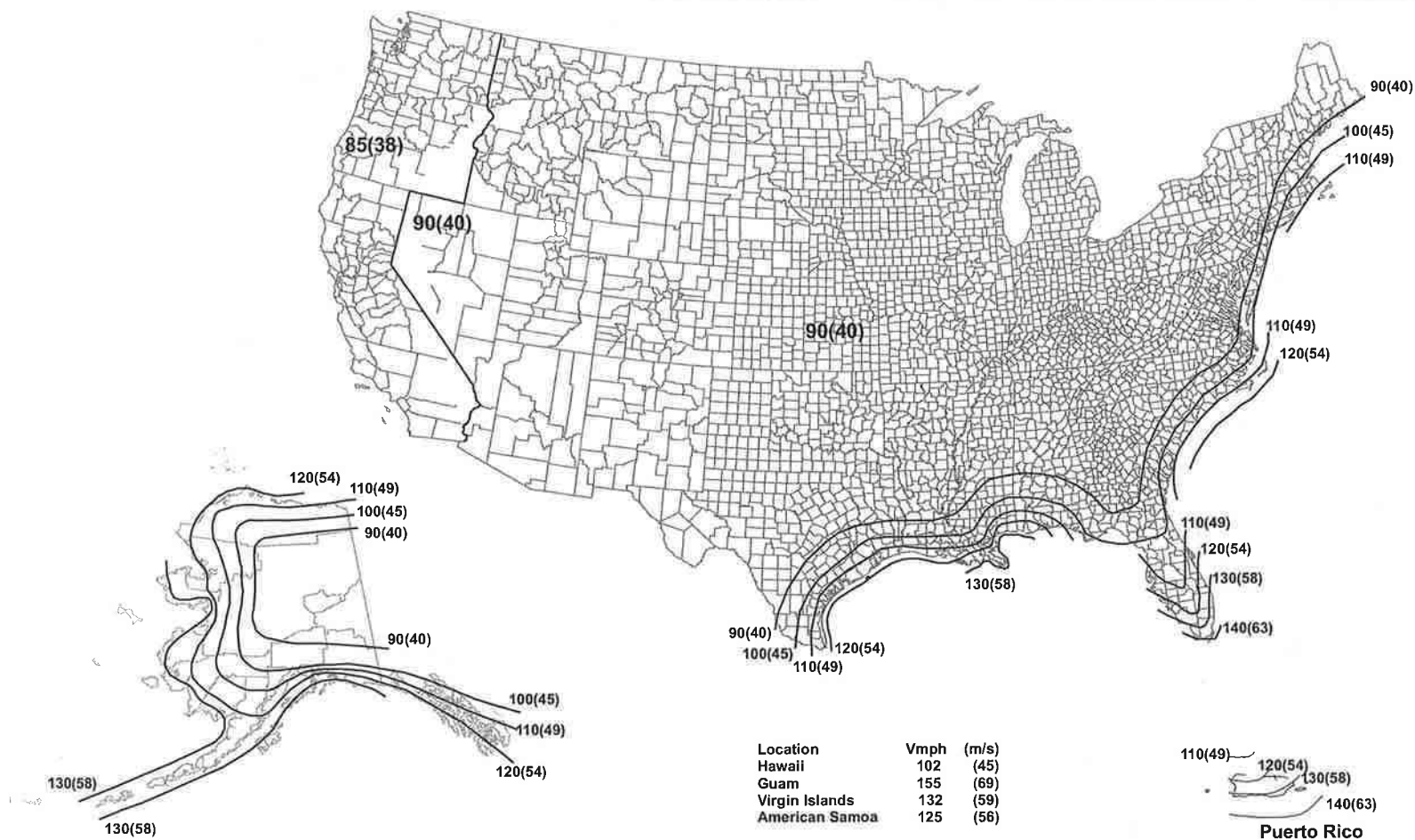
FIGURE R301.2(4)
BASIC WIND SPEEDS FOR 50-YEAR MEAN RECURRENCE INTERVAL
(continued)

For SI: 1 foot = 304.8 mm, 1 mile per hour = 0.447 m/s.

- Values are nominal design 3-second gust wind speeds in miles per hour at 33 feet above ground for Exposure C category.
- Linear interpolation between wind contours is permitted.
- Islands and coastal areas outside the last contour shall use the last wind speed contour of the coastal area.
- Mountainous terrain, gorges, ocean promontories and special wind regions shall be examined for unusual wind conditions.
- Enlarged view of Eastern and Southern seaboard are on the following pages.

- a. Alaska and Hawaii are classified as severe and negligible, respectively.
- b. Lines defining areas are approximate only. Local conditions may be more or less severe than indicated by region classification. A severe classification is where weather conditions result in significant snowfall combined with extended periods during which there is little or no natural thawing causing deicing salts to be used extensively.

FIGURE R301.2(3)
WEATHERING PROBABILITY MAP FOR CONCRETE^{a, b}



Notes:

1. Values are nominal design 3-second gust wind speeds in miles per hour (m/s) at 33 ft (10 m) above ground for Exposure C category.
2. Linear interpolation between contours is permitted.
3. Islands and coastal areas outside the last contour shall use the last wind speed contour of the coastal area.
4. Mountainous terrain, gorges, ocean promontories, and special wind regions shall be examined for unusual wind conditions.

APPENDIX D

DEGREE DAY AND DESIGN TEMPERATURES

TABLE D101
DEGREE DAY AND DESIGN TEMPERATURES^a FOR CITIES IN THE UNITED STATES

STATE	STATION ^b	HEATING DEGREE DAYS (yearly total)	DESIGN TEMPERATURES			DEGREES NORTH LATITUDE ^c
			Winter	Summer		
			97 ¹ / ₂ %	Dry bulb 2 ¹ / ₂ %	Wet bulb 2 ¹ / ₂ %	
AL	Birmingham	2,551	21	94	77	33°30'
	Huntsville	3,070	16	96	77	34°40'
	Mobile	1,560	29	93	79	30°40'
	Montgomery	2,291	25	95	79	32°20'
AK	Anchorage	10,864	-18	68	59	61°10'
	Fairbanks	14,279	-47	78	62	64°50'
	Juneau	9,075	1	70	59	58°20'
	Nome	14,171	-27	62	56	64°30'
AZ	Flagstaff	7,152	4	82	60	35°10'
	Phoenix	1,765	34	107	75	33°30'
	Tucson	1,800	32	102	71	33°10'
	Yuma	974	39	109	78	32°40'
AR	Fort Smith	3,292	17	98	79	35°20'
	Little Rock	3,219	20	96	79	34°40'
	Texarkana	2,533	23	96	79	33°30'
CA	Fresno	2,611	30	100	71	36°50'
	Long Beach	1,803	43	80	69	33°50'
	Los Angeles	2,061	43	80	69	34°00'
	Los Angeles ^d	1,349	40	89	71	34°00'
	Oakland	2,870	36	80	64	37°40'
	Sacramento	2,502	32	98	71	38°30'
	San Diego	1,458	44	80	70	32°40'
	San Francisco	3,015	38	77	64	37°40'
	San Francisco ^d	3,001	40	71	62	37°50'
CO	Alamosa	8,529	-16	82	61	37°30'
	Colorado Springs	6,423	2	88	62	38°50'
	Denver	6,283	1	91	63	39°50'
	Grand Junction	5,641	7	94	63	39°10'
	Pueblo	5,462	0	95	66	38°20'
CT	Bridgeport	5,617	9	84	74	41°10'
	Hartford	6,235	7	88	75	41°50'
	New Haven	5,897	7	84	75	41°20'
DE	Wilmington	4,930	14	89	76	39°40'
DC	Washington	4,224	17	91	77	38°50'
FL	Daytona	879	35	90	79	29°10'
	Fort Myers	442	44	92	79	26°40'
	Jacksonville	1,239	32	94	79	30°30'
	Key West	108	57	90	79	24°30'
	Miami	214	47	90	79	25°50'
	Orlando	766	38	93	78	28°30'
	Pensacola	1,463	29	93	79	30°30'
	Tallahassee	1,485	30	92	78	30°20'
	Tampa	683	40	91	79	28°00'
	West Palm Beach	253	45	91	79	26°40'

(continued)

2017 APRIL

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	31	01
02	03	04	05 7:00 PM - City Council Regular Meeting (Cordova Center Rooms A & B)	06	07	08
09	10	11 6:30 PM - Planning Commission Regular Meeting (Cordova Center Rooms A & B)	12 7:00 PM - Harbor Commission Regular Meeting (Cordova Center Room B) 7:00 PM - School Board Regular Meeting (High School Library)	13 5:00 PM - Historic Preservation Commission Meeting (Cordova Center Room B) 7:00 PM - CCMC Board Regular Meeting (Cordova Center Rooms A & B)	14	15
16	17	18	19 7:00 PM - City Council Regular Meeting (Cordova Center Rooms A & B)	20	21	22
23	24	25 6:00 PM - Parks and Recreation Commission Regular Meeting (Cordova Center Rooms A & B)	26	27	28	29
30	01	02	03	04	05	06