

**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 SPECIAL MEETING**

**MAY 16, 2017 AT 6:45 PM**

**CORDOVA CENTER EDUCATION ROOM**

**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. DISCLOSURES OF CONFLICTS OF INTEREST**

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

a. Guest Speakers

b. Audience comments regarding agenda items (3 minutes per speaker)

**6. NEW/MISCELLANEOUS BUSINESS**

a. Variance Request – RJ Kopchak .....Page 2

b. Site Plan Review – Ocean Beauty Seafoods Modular Bunkhouses .....Page 21

c. Disposal of Lot 8 and 9, Block 1, Odiak Park Subdivision.....Page 39

**7. UNFINISHED BUSINESS**

a. Title 16 Building Code Discussion .....Page 76

**8. AUDIENCE PARTICIPATION**

**9. COMMISSION COMMENTS**

**10. ADJOURNMENT**



**AGENDA ITEM # 6a**  
**Planning Commission Meeting Date: 5/16/2017**  
**PLANNING COMMISSION COMMUNICATION FORM**

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**FROM:** Planning Staff  
**DATE:** 5/11/17  
**ITEM:** Variance Request – RJ Kopchak  
**NEXT STEP:** Vote

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☐ INFORMATION  
☒ MOTION  
☐ RESOLUTION

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**I. REQUEST OR ISSUE:**

Requested Actions: Approve Variance from Front and Side Setbacks  
Applicant: RJ Kopchak  
Address: 120 West Davis  
Legal Description: West Sixteen Feet (16') of Lot Two (2), Block "A", of the Original Townsite of Cordova, referred to Lot 2 in this memo  
Parcel Number: 02-060-755-A  
Zoning: Medium Density Residence District  
Lot Area: 1920 sq. ft.

RJ Kopchak is requesting a variance to be able to build 5 feet from the front property line instead of required 10-foot setback and 1 foot from each side property line instead of the required 5-foot setback.

The Kopchaks own Lot 1A and Lot 2 (see Attachment B). Their single-family home is located on Lot 1A and

an accessory building is on Lot 2, which is the lot that the variance is being requested for. Both lots are nonconforming and under the minimum required lot size of 4,000 square feet. They were legally subdivided prior to zoning regulations Lot 1A has a 5-foot access easement on the east side (see Attachment C) to accommodate access to the Phillips property. Lot 2 is 16 feet wide. If the existing nonconforming building on Lot 2 is destroyed, a new building would be required to meet setbacks, which allows a buildable width of 6 feet. There have been numerous discussions by the commission and City Council about the need for affordable single-family housing and the only way to realistically develop the lot is with a variance. This neighborhood has many legal nonconforming lots and buildings and with some additional consideration does offer smaller lots and the opportunity for affordable housing.

## **II. RECOMMENDED ACTION / NEXT STEP:**

“I move that the Planning Commission grant the variance request by RJ Kopchak with the special conditions contained within the staff report.”

Staff have multiple recommendations that are incorporated into the recommended special conditions and further detailed in the suggested findings:

1. Staff recommend granting the variance for the west side setback so the applicant would be able to construct the building within 1 foot of the lot line. If the applicant chooses to construct the covered walkway, staff recommend a replat of Lot 1A and Lot 2. The replat would move the west lot line of Lot 2 to encompass the access easement on Lot 1A. This would allow the attached covered walkway, area for snow shedding, and the existing access easement to be contained on a single lot. Also, this adjustment would make the best use of unbuildable square footage (access easement). The remaining square footage of Lot 1A would provide adequate buildable space to meet current setbacks. If the applicant chooses to not construct the covered walkway, a replat is unnecessary with the variance. Granting the variance with Special Condition 2 below allows for either option.
2. Staff recommend granting the variance for the east side setback so the applicant would be able to construct the building within 1 foot of the lot line. If the replat described above occurred and the current building was destroyed, the buildable lot width would increase slightly to 11 feet, but would still be constrained in width due to the access easement. The eaves of the
3. Staff recommend not granting the variance from the front setback. The Observation Avenue neighborhood currently has limited off street parking, and difficult line of site for drivers and winter conditions worsen the congestion in the area. While many of the lots are smaller and have grandfathered buildings, continuing to decrease required front setbacks will not help to move away from the traffic congestion and lack of off street parking.

### **Special Conditions:**

1. The front setback will be 10 feet.
2. The building and all appurtenances will be contained within one lot. If the covered walkway is constructed, a replat will move the west lot line to encompass the attached covered walkway, area for snow shedding, and the existing access easement.

### III. FISCAL IMPACTS:

Possible increased property value and tax base.

### IV. BACKGROUND INFORMATION:

A complete application was submitted on April 27<sup>th</sup>.

### V. LEGAL ISSUES:

#### **Applicable Code:**

#### **18.24.040 – Front Yard.**

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

#### **18.24.050 - Rear yard.**

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

#### **18.24.060 - Side yard.**

A. There shall be a side yard in the R medium density district of not less than five feet. The minimum side yard on the street side of a corner shall be ten feet.

#### **18.64.020 Variances.**

An application has been filed pursuant to this section of code. Below is review of the variance criteria.

#### **Suggested Findings:**

- a. *That there are exceptional physical circumstances or conditions applicable to the property or to its intended use or development which do not apply generally to the other properties in the same land use district.*

This condition is met for the variance from the required side setbacks. This neighborhood was legally subdivided prior to zoning regulations which produced numerous nonconforming lots and buildings in one neighborhood. This neighborhood differs from the rest of the medium density district with the number of the nonconforming lots and buildings, and the narrower 30-foot ROW. These legal nonconforming issues and smaller ROWs make it difficult to meet required setbacks and have a single-family residences.

This condition is not met for the variance from the required front setback. The lot is 120 feet from front to back, providing ample room for buildable area behind the proposed building.

- b. *That the strict application of the provisions of this title would result in practical difficulties or unnecessary hardship.*

This condition is met for the variance from the required side setbacks. The strict enforcement of this title would eliminate new construction of a single family residence. The lot is 16 feet wide and to build to meet



setbacks would leave 6 feet of buildable width.

This condition is not met for the variance from the required front setback. The applicant is proposing to construct the building 5 feet from the front property line. There is no practical difficulty or unnecessary hardship for the applicant to reduce the footprint of the building 5 additional feet or move the building 5 feet closer to the rear of the lot.

- c. *That the granting of the variance will not result in material damage or prejudice to other properties in the vicinity nor be detrimental to the public health, safety or welfare.*

This condition is met for the variance from the required side setbacks. The granting of this variance will not result in material damage or prejudice to other property owners. The current building is old and in need of repair. Replacing this building will increase property values in the neighborhood. The proposal includes fire safety measures above the required city code. The proposal will eliminate snow sliding from the roof to existing neighbor's property who also has a legal nonconforming building. The existing building eaves extend up to the side lot line, while the proposed building is setback 1 foot.

This condition is not met for the variance from the required front setback. The granting of the front setback could be avoided by shorting the building or extending the building towards the rear of the property. The proposed setback for the front moves the building 3 feet closer to the front lot line impacting the already limited visibility and congestion in the area.

- d. *That the granting of the variance will not be contrary to the objectives of the comprehensive plan.*

This condition is met for the variance from the required side setbacks. The granting of this variance will not be contrary to the comprehensive plan; it will help to meet development strategies such as:

- Plan for organized future growth and development.
- Anticipate and respond to trends in development patterns.
- Maintain and provide for a balanced and complementary pattern of land uses.
- Protect the citizens of the community and the investments that have been made.
- Protect property values. The variance can be appealed to the board of adjustments.

This condition is not met for the variance from the required front setback. The building can still be constructed and meet the front setback.

## **VI. CONFLICTS OR ENVIRONMENTAL ISSUES:**

Traffic congestion is a concern in the neighborhood due to many nonconforming buildings and lots with no off-street parking.

### **Response from Public Works:**

Sam

My thoughts on this proposal.

With the existing parking congestion that already exist in the area, and with no off City right of way parking, I feel it would be a mistake to narrow any setbacks along the City right of way,

Bill Howard  
Public Works Supervisor

**Response from Fire and Public Safety:**

Good afternoon Sam.

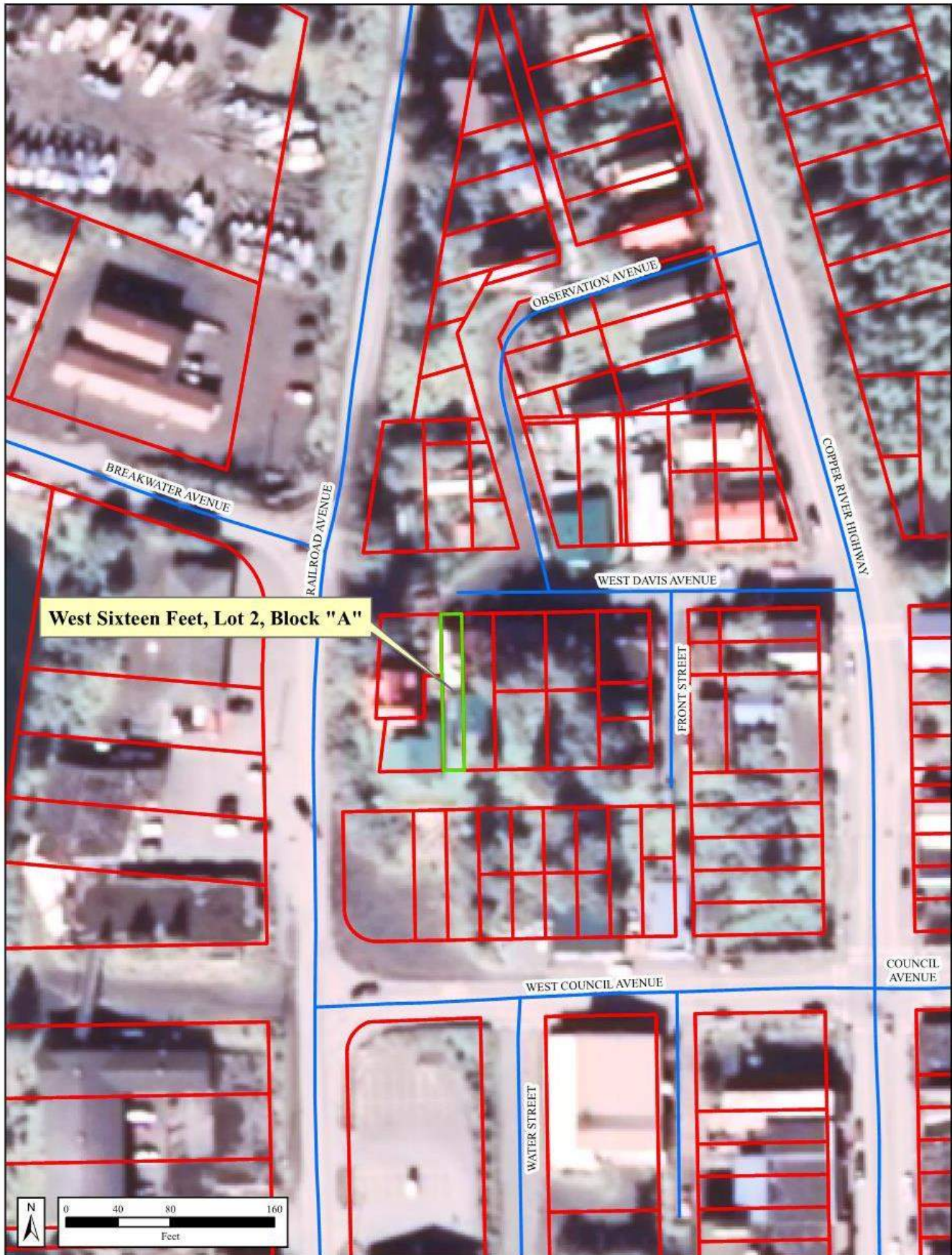
I would like to see the plans prior to approval that show Mr. Kopchak will meet the International Residential Code(IRC) for an Exterior and or Interior Fire Wall. For the Protection of both Properties.

Paul Trumblee

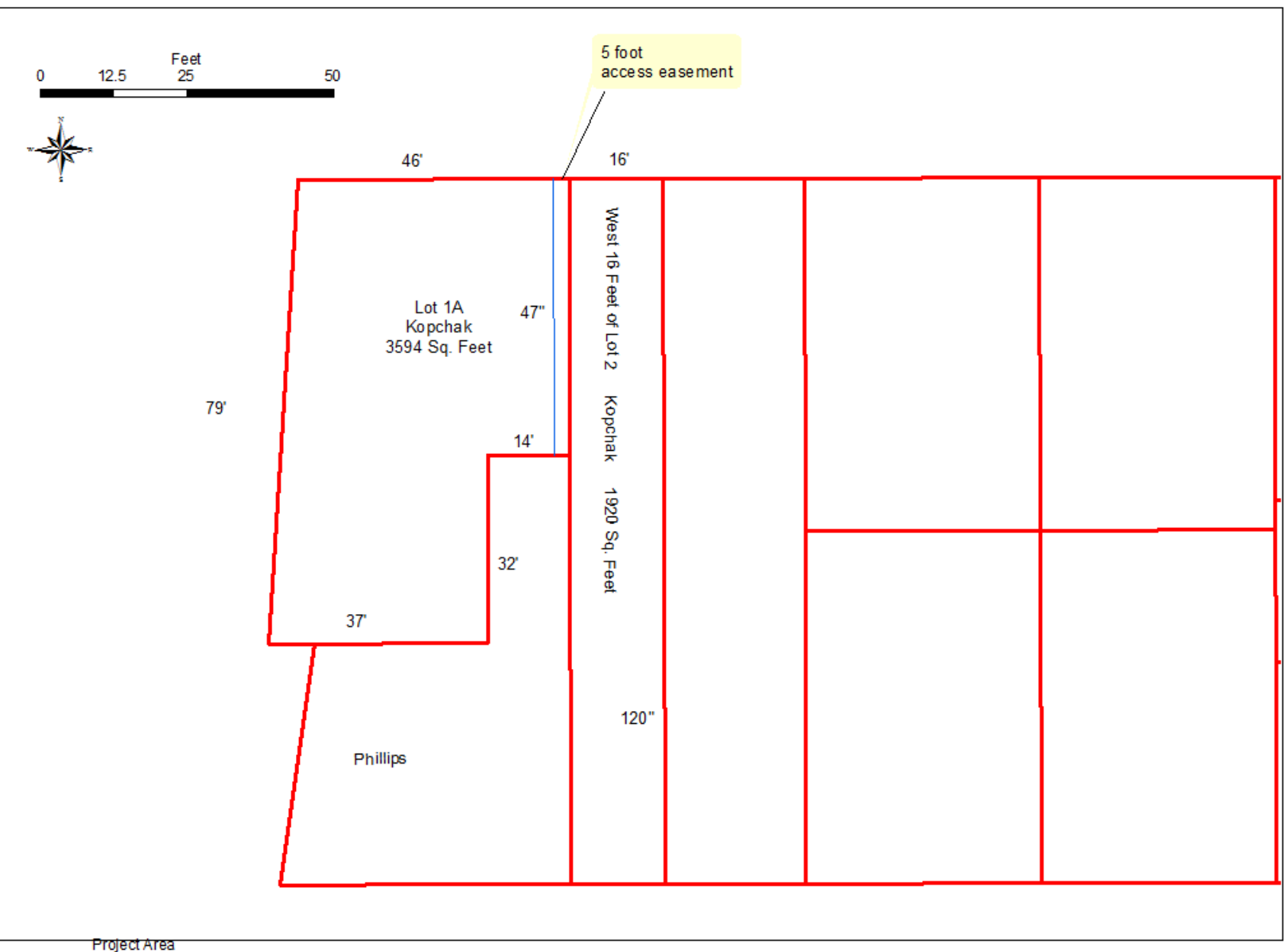
**VII. SUMMARY AND ALTERNATIVES:**

The variance can be granted, denied or additional special conditions may be added by the commission.

ATTACHMENT A



ATTACHMENT B



Project Area

ATTACHMENT C

### CERTIFICATE OF OWNERSHIP AND DEDICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON. WE HEREBY AGREE TO THIS PLAT, AND TO ANY RESTRICTION OR COVENANT APPLYING HEREON, AND ANY SUCH RESTRICTION OR COVENANT SHALL BE BINDING AND ENFORCEABLE AGAINST PRESENT AND SUCCESSIVE OWNERS OF THIS SUBDIVIDED PROPERTY.

LOT 1A ROBERT J. KOPCHAK  
OWNER

BY Robert J. Kopchak  
AUTHORIZED OFFICIAL

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN BEFORE ME THIS 25th DAY OF SEP, 1988

Thomas J. Ujto  
NOTARY PUBLIC OF ALASKA  
MY COMMISSION EXPIRES: 10-20-85

### CERTIFICATE OF PAYMENT OF TAXES

I HEREBY CERTIFY THAT ALL CURRENT TAXES THROUGH December, 1988 AGAINST THE PROPERTY INCLUDED IN THIS SUBDIVISION OR RESUBDIVISION, HAVE BEEN PAID.

James M. Chisley 7/29/88  
TAX COLLECTION OFFICIAL DATE

### PLAT APPROVAL

PLAT APPROVED BY THE CITY OF CORDOVA PLANNING COMMISSION THIS 6 DAY OF July, 1988

James S. Cunningham 7-25-88  
CHAIRMAN, PLANNING COMMISSION DATE

Sandra Plot 7-25-88  
SECRETARY, PLANNING COMMISSION DATE

Chas. J. Plot July 26, 1988  
CORDOVA CITY MANAGER DATE

### LEGEND

- ⊕ BRASS CAP MON. RECOVERED
- SURVYAP/REBAR MON. SET THIS SURVEY
- SURVYAP/REBAR MON. RECOVERED
- REBAR RECOVERED

### EASEMENTS

AN EASEMENT IS RESERVED FOR ALL EXISTING UTILITIES. AN ACCESS EASEMENT EXISTS THAT IS 47' IN LENGTH AND 4' IN WIDTH ALONG THE EASTERNMOST BOUNDARY OF LOT 1A, BETWEEN DAVIS AVENUE AND LOT 1C.

I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY DONE BY MYSELF ON APRIL 29, 1982 AND THAT ALL DIMENSIONS ARE CORRECT AS SHOWN.

DATE NOVEMBER 3, 1982

LS 4802 Kenneth J. Chisley

A SUBDIVISION OF  
LOT 1, BLOCK A,  
CORDOVA TOWNSITE, ALASKA

**ITECH**

ANCHORAGE, ALASKA DENVER, COLORADO HOUSTON, TEXAS

DATE: NOVEMBER 3, 1982 SCALE: 1" = 10'

DRAWN BY: HRA CHECKED: \_\_\_\_\_

SHEET 1 OF 1



# CITY OF CORDOVA



## VARIANCE 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.

APPLICANT INFORMATION	
Name	RJ KOPCHAK
Address	P.O. BOX 1126 CORDOVA, AK. 99574
Telephone [home]	907-424-7178
Business Name	
Business Address	
Telephone [ <del>business</del> ] CELL	503 961 3574
Business FAX	
Project architect/engineer	
Address of architect/engineer	
Telephone of architect/engineer	

PROPERTY/PROJECT INFORMATION	
Address of subject property	
Parcel identification number	
Property owner [name/address]	RJ & BARCLAY KOPCHAK - BOX 1126 CORDOVA, AK 99574
Current zoning	
Proposed use	NEW CONSTRUCTION ON OLD FOOTPRINT
Construction start date	MAY 2017

**VARIANCE STANDARDS 18.64.020**

The Planning and Zoning Commission may only approve the variance if the Commission finds that ALL of the following 4 standards are satisfied. Each standard must have a response in as much detail as it takes to explain how your project satisfies the standard. Use additional paper if needed.

**1**

Exceptional physical circumstances or conditions that apply to the property or to its intended use or development which do not apply generally to the other properties in the same land use district.

EXPLAIN: CURRENT LAND USE DESCRIPTIONS DO NOT TAKE INTO ACCOUNT THE UNIQUE NATURE OF THE W.DAVIS/OBSERVATION AVE AREA. THESE ARE ALL HOUSE SIZE LOTS WITH NO SIMILARITY TO OR CAPACITY TO MEET LAND USE DISTRICT REQUIREMENTS ADOPTED AFTER THE LAND/LOTS WERE DEVELOPED.

**2**

That the strict application of the provisions of this title would result in practical difficulties or unnecessary hardship.

EXPLAIN: NEW CONSTRUCTION IS THE ONLY SOLUTION TO BOTH SNOW ISSUES AND FIRE SAFETY.

**3**

That the granting of the variance will not result in material damage or prejudice to other properties in the vicinity nor be detrimental to the public health, safety or welfare.

EXPLAIN: THE VARIANCE WILL IMPROVE FIRE SAFETY and address snow issues

**4**

That the granting of the variance will not be contrary to the objectives of the comprehensive plan.

EXPLAIN: If THE comprehensive Plan is intended to improve the energy efficiency, life safety and easy access of citizens to their homes this request is in compliance.

**OTHER REQUIREMENTS**

1. A legal description of the property involved.

2. Site and Building Plan: Plot plan showing the location of all existing and proposed buildings or improvements, elevations of such buildings or alterations, and such other data as may be required.

3. Evidence of the ability and intention of the applicant to proceed in accordance with the plans within six months after the effective date of the variance.

## Variance Request

Rather than rehabilitating an existing building that has seen better days I propose to do new construction with energy efficiency, fire safety, and snow disposal issues addressed. The current building (14X40) was built about 1918. Snow dumps from a hip roof into an approximately 3-foot gap between two existing buildings, the adjoining building also dumps snow there. New construction would reduce the snow by half by redirecting the buildings snow to the east.

Currently, should either existing building catch fire the close eaves will assure both are involved. The new construction would include a zero-penetration firewall with a parapet along the east side to prevent fire from spreading from/to the adjacent building. A low slope roof designed to hold snow, and a new covered walkway would prevent snow from impacting a platted easement on the west side that provides access to the Current property, and serves both this building and my house.

A proposed five-foot setback is well within the neighborhood "norm", as on West Davis Ave. from first street to the cliff above the harbor almost all buildings are much closer than this. The proposed project is well within neighborhood norms for land use. All the houses (and lot lines) in our corner of town are somewhat unique in how they use and occupy the land here. The lots and houses meander. Rebuilding on this lot using the setbacks that are already established in the neighborhood will add value (which increases city taxes) improve the safety of the building, and improve the look of the street front. No existing neighborhood access and/or uses of this or adjoining land will be affected by this project. The biggest change is in allowing the new building setback three feet closer the street but within the area previously occupied by a porch and stairway access which were set back from the street about 4 ½ feet. They were removed and have not yet been replaced.

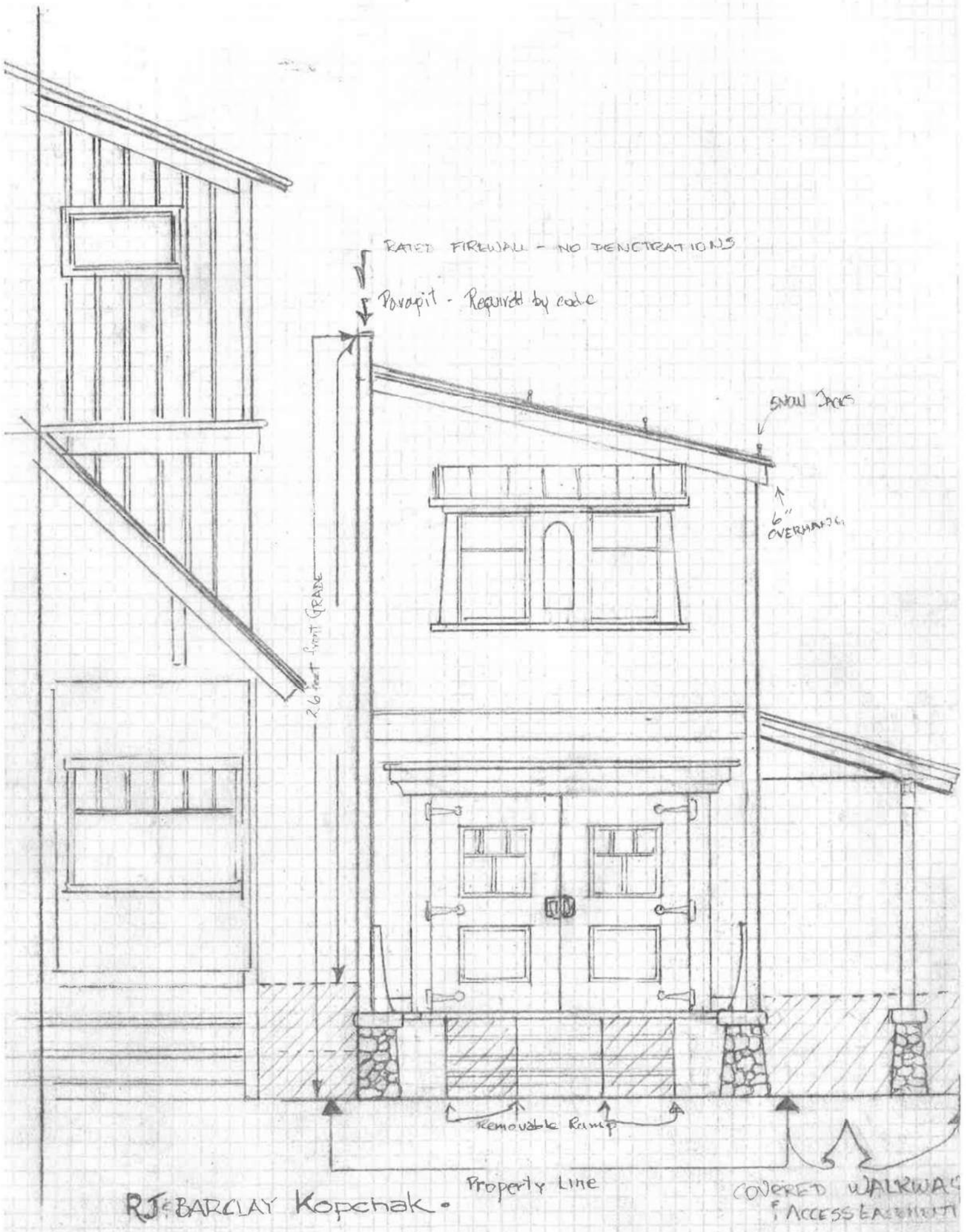
Without the variance, I will repair the roof, replace the porch and stairs that were previously removed, replace windows and doors, and fix the foundation on the current footprint. This will add no value to our community and will perpetuate a fire hazard that can be easily corrected through new construction.

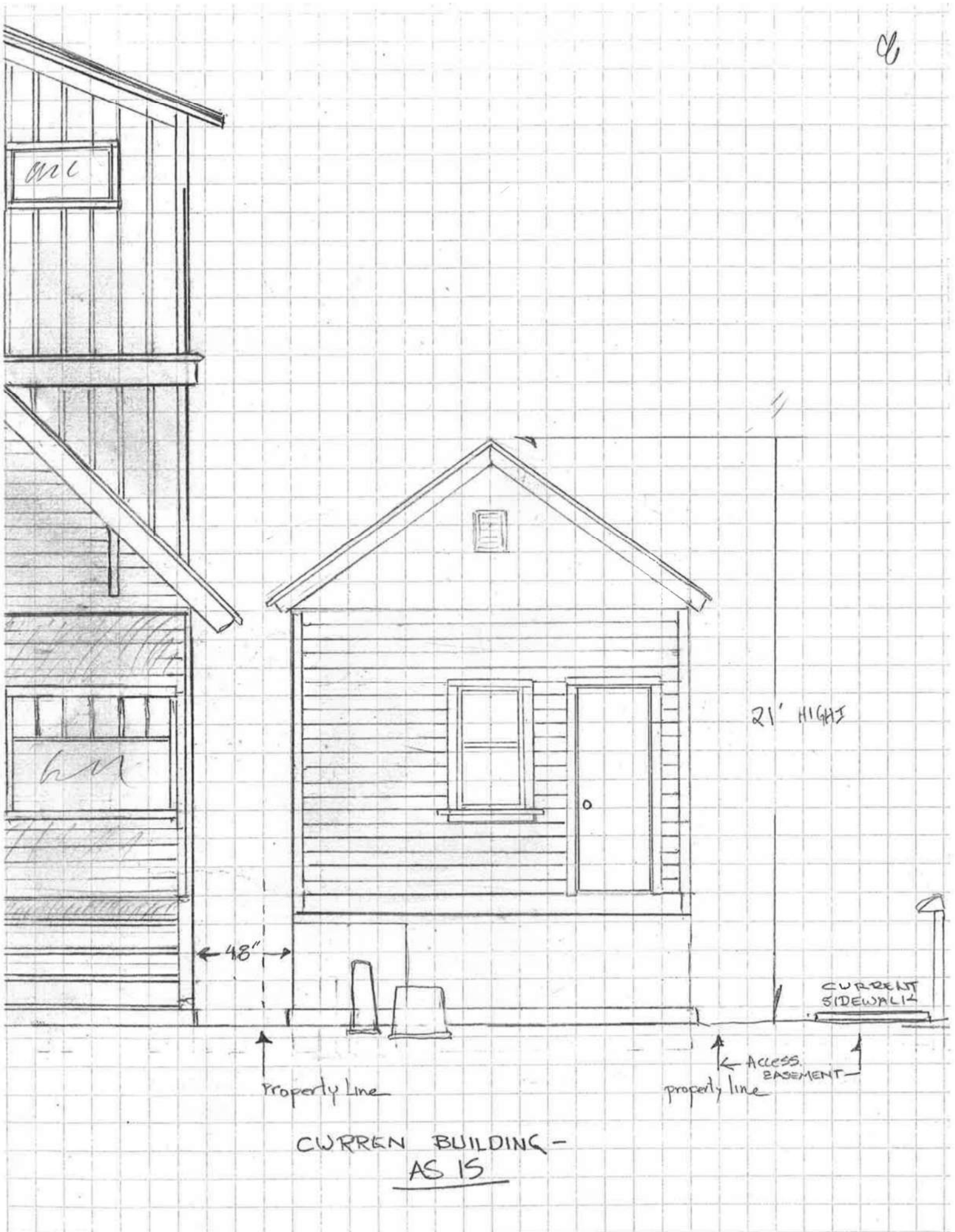
RJ Kopchak

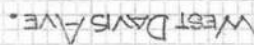
Box 1126

CDV.AK. 99574







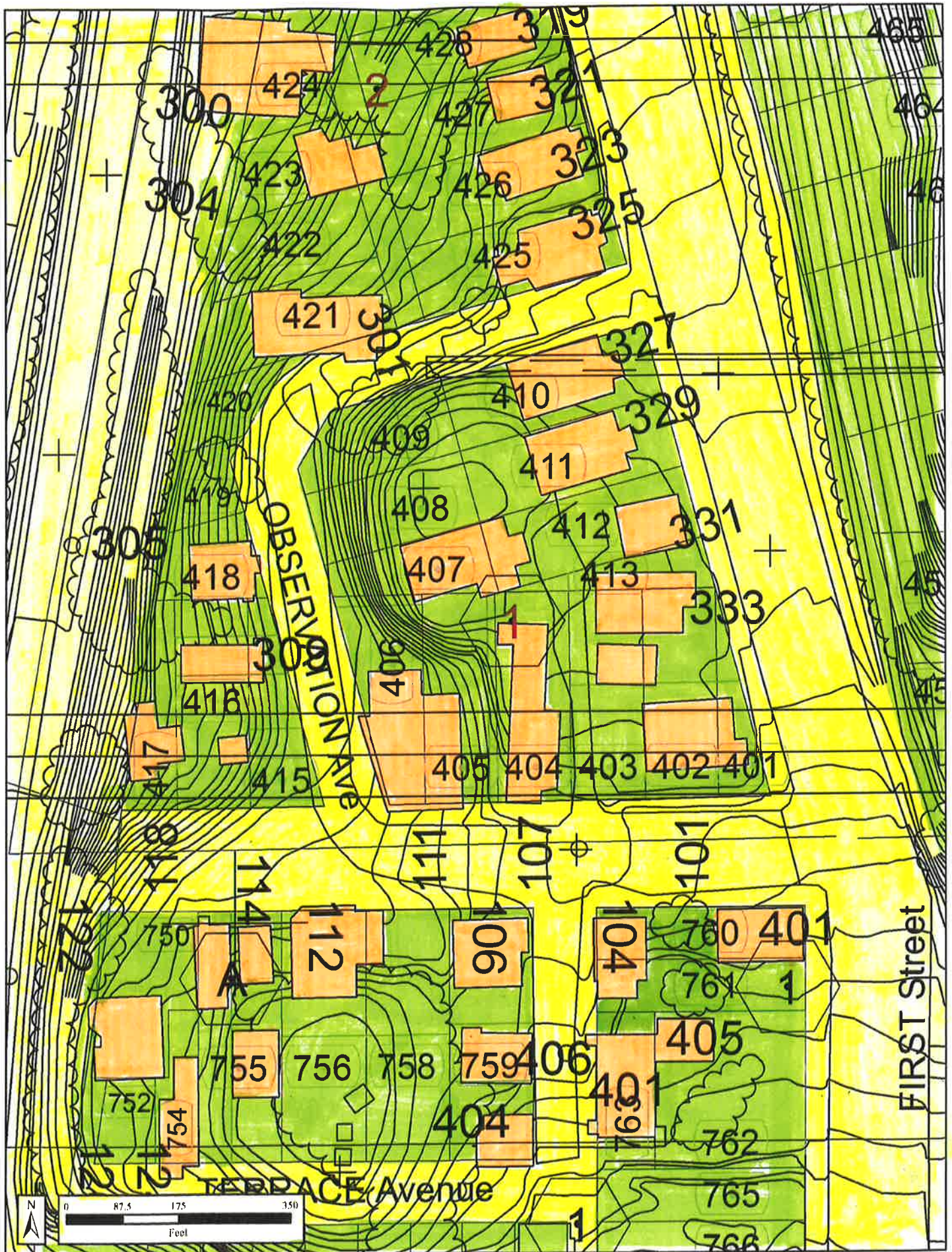




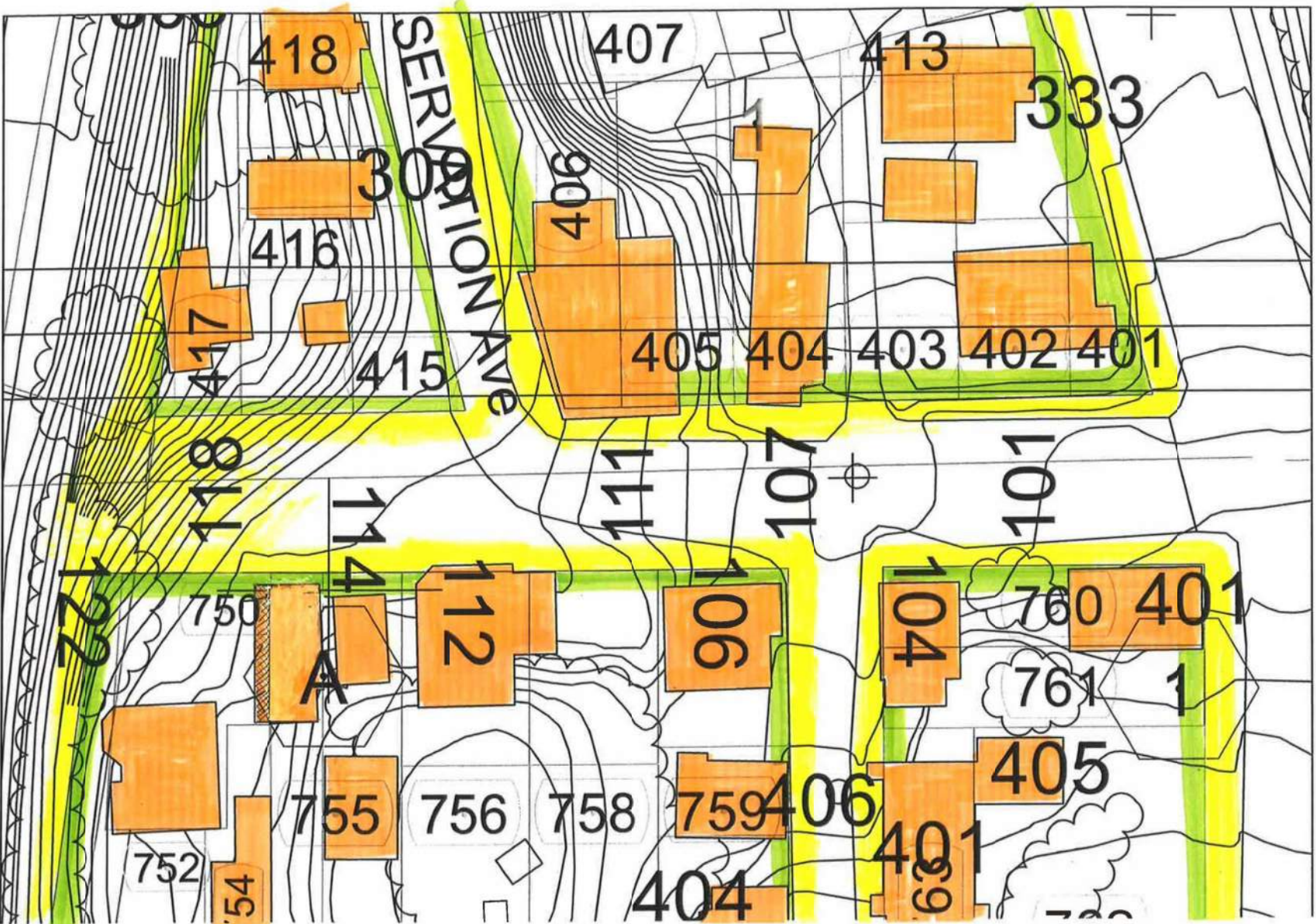




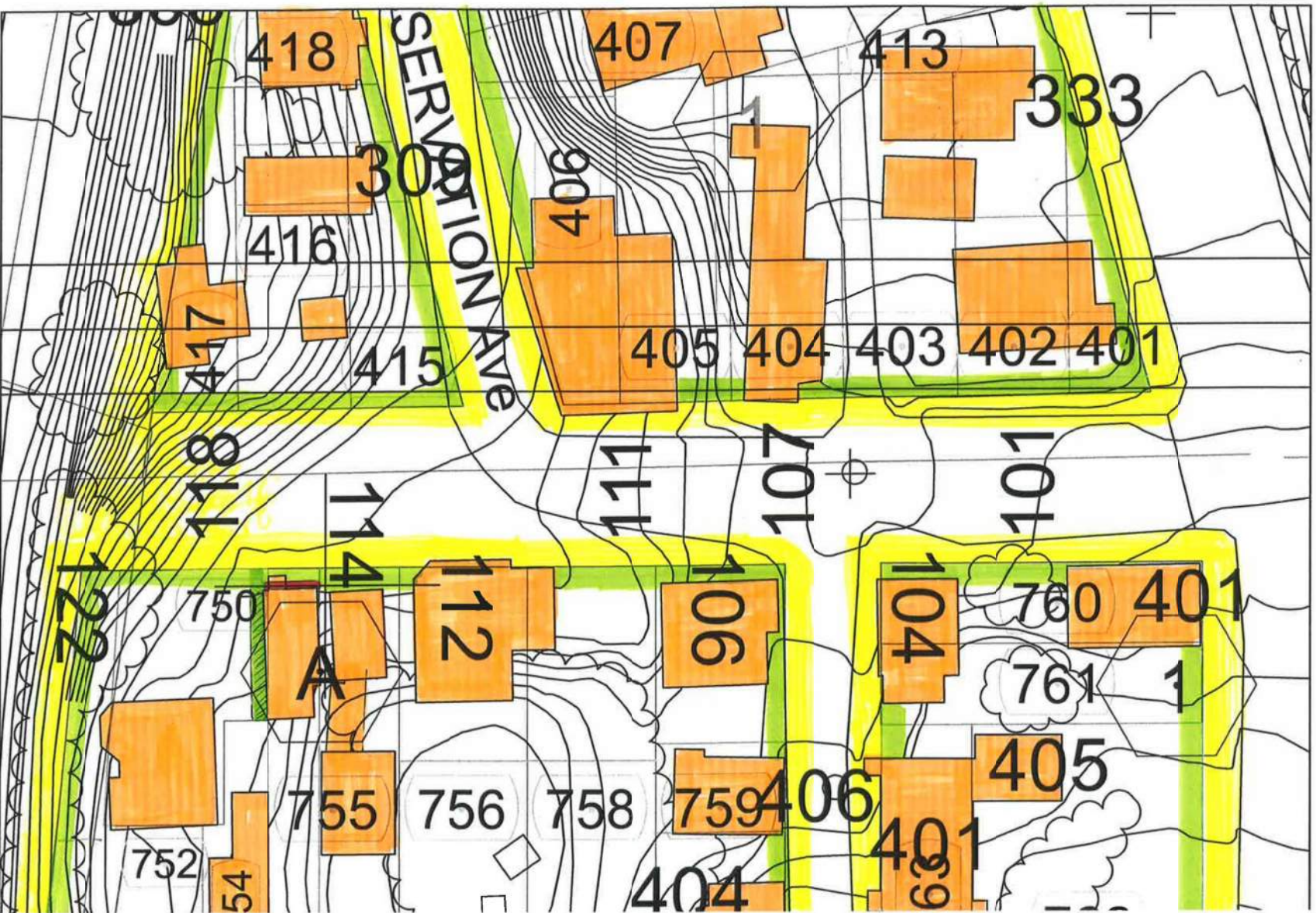
















**AGENDA ITEM # 6b**  
**Planning Commission Meeting Date: 5/16/2017**  
**PLANNING COMMISSION COMMUNICATION FORM**

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**FROM:** Planning Staff  
**DATE:** 5/11/2017  
**ITEM:** Site Plan Review – Ocean Beauty Seafoods Modular Housing  
**NEXT STEP:** Recommendation to City Council

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☐ INFORMATION  
☒ MOTION  
☐ RESOLUTION

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**I. REQUEST OR ISSUE:**

Requested Actions: Site Plan Review  
Applicant: Ocean Beauty  
Address: 205 Industry Road  
Legal Description: Lot 2A, Block 2, Cordova Industrial Park  
Parcel Number: 02-060-223  
Zoning: Waterfront Industrial District  
Lot Area: 30,684 sq. ft.

Ocean Beauty is proposing to construct modular bunkhouses.

**II. RECOMMENDED ACTION / NEXT STEP:**

“I move that the Planning Commission recommend to City Council to approve the Site Plan Review

requested by Ocean Beauty to install modular bunkhouses on Lot 2A, 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:

#### **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.*

#### *Section 18.33.030 - Permitted accessory uses and structures.*

- A. Bunkhouses in conjunction with permitted principal uses;*
- B. Residential dwelling for watchman or caretaker employed on the premises, or owner-operator and members of his family, in conjunction with permitted principal uses;*
- C. Retail business when accessory to a permitted principal use.*

Ocean Beauty is proposing to install modular bunkhouses which is a permitted accessory use and structure.

#### 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.*

#### Section 18.08.010 ZONING – DEFINITIONS

*"Building area" means the total of areas taken on a horizontal plane at the main grade level of the principal building and all accessory buildings, exclusive of steps.*

With this definition, the building area is 960 square feet, as indicated in the application.

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

Off-street parking for bunkhouses is not explicitly called out in Section 18.46.060 – Off-Street Parking Requirements.

#### Section 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.*

This section provides the Planning Commission the ability to adjust parking requirements as needed to meet the land use goals. Staff recommend not requiring additional parking for the seasonal workers who will be using the bunkhouse. The workers are typically from out of state or country and do not have vehicles.

#### **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. Parking spaces will not be required for the modular bunkhouses.

**V. LEGAL ISSUES:**

N/A

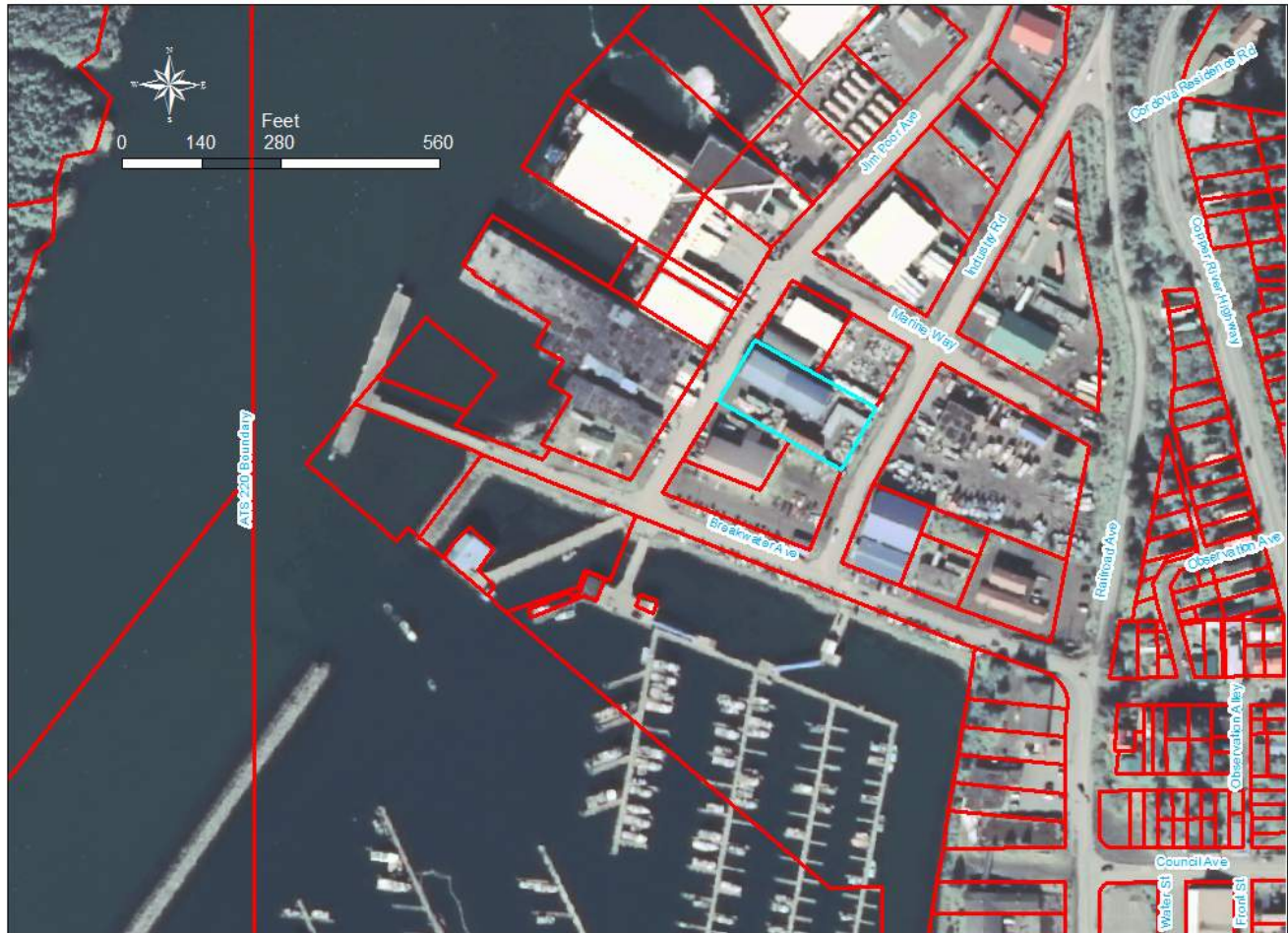
**VI. CONFLICTS OR ENVIRONMENTAL ISSUES:**

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	FACILITY CONTRACTORS LLC
Address	Box 2034 CORDOVA
Telephone [home]	907 424 7765
Business Name	
Business Address	
Telephone [business]	
Business FAX	907 424 7768
Project architect/engineer	STEPHEN PETERS ARCHITECTS
Address of architect/engineer	702 WATER ST. KETCHIKAN, AK 99901
Telephone of architect/engineer	907 247 7077

PROPERTY/PROJECT INFORMATION	
Address of subject property	306 JIM POOR LANE
Parcel identification number	BLOCK 2, LOT 2A CORDOVA INDUSTRIAL PARK
Property owner [name/address]	OCEAN BEAUTY SEAFOODS Box 70739 SEATTLE, WA 98107
Current zoning	WATERFRONT INDUSTRIAL
Proposed use	TEMPORARY HOUSING
Construction start date	5/18/2017
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.	OCEAN BEAUTY SEAFOODS PO Box 70739 SEATTLE, WA 98107
Real Estate Firm/Broker handling sale of property. Provide name and address. <b>Note:</b> <i>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.</i>	
City Business License Permit Number (if applicable)	6978

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>DAVID ROEMHILDT</u> (Signature)	By: _____ (Signature)
Name: <u>DAVID ROEMHILDT</u> (Type/Print)	Name: _____ (Type/Print)
Date: <u>APRIL 27, 2017</u>	Date: _____
<p><b>Appeal Procedures:</b> 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: TEMPORARY HOUSING

2. Please give dimensions and square footage of construction: 960 S.F. BUILDING AREA

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

4. No. of Living Units: 6 5. No. of Bedrooms: N/A

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

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

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

9. Off-street parking: Existing N/A Proposed \_\_\_\_\_

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

11. Proposed Setbacks: Front 63 Left Side N/A Right side 10' Rear 20 Height 16'

12. Sewage Disposal:  
{ } Private marine outfall: { } Existing {X} 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) {X} 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? {X} Yes { } No

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

17. Is your driveway exit and adjoining roads shown on the site plan? {X} Yes { } No  
Are you building a new driveway that exits onto a State road or highway? { } Yes {X} 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 {X} No  
Does your lot abut salt water? { } Yes {X} No  
Have you or will you be using fill to develop your lot? { } Yes {X} 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 {X} No

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

21. Is this permit for a mobile building? { } Yes {X} No  
Year \_\_\_\_\_ Model \_\_\_\_\_ Serial No. \_\_\_\_\_

22. Is your property within a Flood Plain or Coastal Zone? (see staff for interpretation) No  
Elevation Certificate/Flood Hazard form attached



APPLICATION INFORMATION

**Parking:** Each residential dwelling unit must have at least two (2) vehicular off-street parking spaces. Parking is permitted in the setbacks. The number of parking spaces required for public, commercial, or industrial uses can be determined by consulting the Planning Department. ✓

**Water and Sewer:** Applicants must obtain a water/sewer application from City Hall. Fees vary. ✓

**Sewage Disposal:** All proposed sewage systems outside of City Limits (unrestricted district) must be designed by a registered professional engineer. The engineer must submit the proposed design to the Department of Environmental Conservation (DEC) for approval. A DEC "Certificate to Install" must be attached to the zoning permit application. ✓

**Site plan, Building Height, and Building plan:** *Two copies* of a site, building height, and building plan, *drawn to scale (1"=x')*, must be submitted with the application. Plans must show all property lines, roads or water ways abutting the lot, the water tank, sewer lines, drain fields (if applicable), proposed setback distances, and parking areas. Plans should identify existing or proposed foundation location and extensions beyond the foundation, landings, decks, porches, and overhangs. ✓

Please include a building height (elevation) drawing. *As-built surveys* prepared by a licensed land surveyor to establish the location of existing improvements on the property may be submitted within 60 days of issuance of Zoning Permit. Building without an as-built survey is done at your own risk.

**Snow and Wind loads:** 100 lbs. per square foot ground snow load and 120 mph wind load ✓

**Lot and Yard Regulations:** Cornices, canopies, eaves or other similar architectural features not providing additional floor space within the building may extend into a required yard not to exceed two ft. ✓

**Seismic Zone:** D ✓

**State-Owned Roads in Cordova**

Lake Avenue  
Power Creek Road  
Copper River Highway/New England Cannery Road  
Whitshed Road

**Facility Contractors LLC**  
**PO Box 2034**  
**Cordova, Alaska 99574**  
**907-424-7765**



April 27, 2017

Samantha Greenwood  
City of Cordova - Planner  
602 Railroad Ave.  
Cordova, Ak 99574

RE: Ocean Beauty Temporary Housing Application

Ocean Beauty Seafoods and Facility Contractors LLC are proposing to install 6 temporary housing units on Ocean Beauty's property in Cordova. The units are 8' wide by 40' long by 8.5' high. They will be stacked 2 high. They are constructed of corrugated steel and are light green in color. Attached is a site plan as required, as well as civil and architectural design.

Plans have been submitted to the State Fire Marshal's Office for Fire and Life Safety Plan Review and approval.

Please be advised of the following:

- A. This will be temporary housing used exclusively by Ocean Beauty employees. These workers do not have vehicles on site, so no additional parking has been added at the site.
- B. Temporary housing is seasonal in the summer and fall, and not during winter. Space has been provided for snow removal around the perimeter of the new units but it is not anticipated that there will be regular snow removal from the site, so no snow removal plan is included.
- C. The surface of the site will be gravel excepting concrete pads at each door and bottom of stairs.
- D. The site is currently elevated 8" above surrounding grade. The pad for the housing units will have minimal to no grade. Drainage is to existing storm drains on Jim Poor Lane.

Thank you for your consideration of this site plan application.

Respectfully,

A handwritten signature in black ink, appearing to read "David Roemhildt".

David Roemhildt  
Facility Contractors LLC

CODE ANALYSIS

Seafood Lane, Cordova Industrial park--commercial bunk house structure  
Cordova, AK 99574

International Building Code -- 2009 Edition as adopted by the SOA

Zoning: Waterfront Industrial

Height: Per IBC

Setbacks: 20' Front, Per IBC Rear and Sides

Parking: Seasonal use only with staff that have no vehicles

WIND LOAD: 120 MPH, EXP C, GROUND SNOW LOAD: 100 PSF, SEISMIC ZONE: D.

I. OCCUPANCY

Residential/R2:

Level 1: Residential= 960 s.f.

Level 2: Residential= 960 s.f.

Total= 1,920 s.f.

II. TYPE OF CONSTRUCTION

Type IIB

Allowable Ht/Area per Table 503: 4 Story/16000

Non-Separated Uses per 302.3.1

Non-Protected Openings per Section 705.3/Exception for Buildings on the same Lot

Minimum Fire Separation to PL = 10', HR FR required Table 602

III. OCCUPANT LOAD

	Area	Factor	Occupants	Load
FIRST FLOOR				
Residential	960 s.f.	200/s.f.	R2	5(18 Applied)
SECOND FLOOR				
Residential	960 s.f.	200/s.f.	R2	5(18 Applied)
Exits: 1 Req/1 Provided Each Unit/Each Level (6 Occupants Max. per Unit)				36
Total				36

GENERAL NOTES

Comply with all provisions of the "International" codes as adopted by the State of Alaska. Indications regarding "Uniform" codes are for reference purposes only.

1. All work shall conform to all applicable codes, including the latest adopted editions of the IBC, IFB, IMC, IRC, IRC, UBC, UFC, UMC, NEC, and ADA Accessibility Guidelines.
2. Contractor shall verify all site conditions and building dimensions prior to proceeding with the work. Any variation from the conditions and dimensions shown on the drawing shall be reported to the Owner for resolution prior to construction. Written dimensions take precedence over scaled dimensions. Dimensions are to centerline of columns or to face of framing, unless otherwise noted.

The Work

The work consists of the construction of foundations and sitework and installation of prefabricated connex bunk/bath units on 2 levels. Electrical, water, and waste service lines and related ate work. Wiring, lighting and mechanical work for the units is existing. Units approved previously by PR 2014June1016.

3. The general conditions for the contract for construction, A.I.A. document A-201 shall be applicable to all portions of work performed under this contract as it here in bound.

4. All contractors performing work under this contract shall obtain copies of the above referenced document and fully acquaint themselves with applicable provisions. Failure to obtain copies shall not relieve the contractor from full compliance.

5. Bidder Design, Electrical Service Installation by licensed Electrical Contractor. Provide necessary documentation to regulatory authorities and obtain necessary permits.

6. Bidder Design, Mechanical contractor shall provide a layout of water and waste lines. Natural Ventilation of units to be verified/provided per IMC. Co-ordinate all Work with Building Owner.

7. Mechanical work under this proposal consists of providing water and waste service lines. Bidder design, documents shall be submitted for approval by governing authority prior to commencing the work and the work must be carried out in the manner and times prescribed by the governing authority. Co-ordinate all Work with Building Owner.

8. The owners representative, Stephen Peters Architects, without invalidating the construction contract, may order extra work, alter, add to or deduct from the contract work. The contract sum and time will be adjusted accordingly by written change order. The owner may contract with others to perform portions of the work under separate agreement.

9. All revisions to contract for construction must be approved by Stephen Peters Architects by written change order with cost and time determined prior to commencement of the work. Field orders may be issued for a change in the work with cost and time issues to be determined at a later time at the option of Stephen Peters Architects.

10. The contractor shall maintain one (1) complete set of "Record" prints on the job site for maintaining a project record. All changes made in the work shall be accurately recorded in red ink thereon. Upon completion of the project and prior to final payment the contractor shall deliver the record set of prints and copies of all manufacturers literature of all materials, equipment and devices installed with the work, operations manuals and warranty information shall be provided with the remaining information.

11. Prior to submitting a bid all subcontractors are responsible for visiting and inspecting the site conditions and reporting discrepancies between the plans and existing conditions to Stephen Peters Architects for resolution prior to submitting bids. Failure to visit the site and inspect existing conditions shall not relieve any contractor from compliance with the construction documents claims for additional work due to existing conditions will not be acceptable.
12. All required inspections shall be obtained by the contractors including final use and occupancy permit.

GENERAL STRUCTURAL NOTES

The following apply unless shown otherwise on the plans--SEE STRUCTURAL See structural for design parameters. Wind Load: 120 MPH, EXP C, Ground Snow Load: 100 PSF, Seismic Zone: D.

Comply with all provisions of the "International" codes as adopted by the State of Alaska. Indications regarding "Uniform" codes are for reference purposes only.

1. All materials, workmanship, design, and construction shall conform to the drawings, specifications, the 2009 IBC. Conform to all Chapter 16 and 23 requirements.

2. Contractor shall be responsible for all safety precautions and the methods, techniques sequences or procedures required to perform the work.

3. Drawings indicate general and typical details of construction. Where conditions are not specifically indicated but are of similar character to details shown, similar details of construction shall be used, subject to review and approval by the architect and the structural engineer.

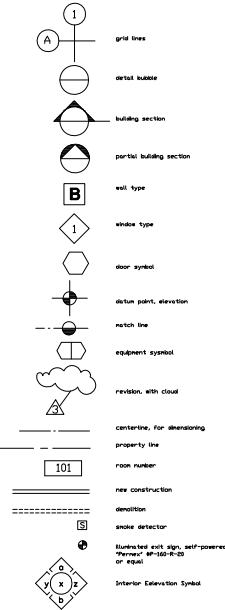
4. Wood framing lumber shall be kiln dried or MC-15, and graded and marked in conformance with WCLB standard grading rules for West Coast Lumber No. 16, latest edition, furnish to the following minimum standards:

Studs, Plates & Miscellaneous light framing: Douglas Fir / Hem-Fir Standard Grade  
Boled Studs, Ledgers and Plates Douglas Fir Standard Grade  
2 x 4 Studs and Plates Douglas Fir / Hem-Fir Standard Grade

5. Beams and headers DF/Hem Fir No.1 or better.

OWB: 5/8" Type X

DRAWING SYMBOLS



PARTICIPANTS

TENANT

Ocean Beauty Seafoods  
1100 West Ewing St.  
Seattle, WA 98107  
301 Jim Poor Lane  
Cordova AK 99574

CONTRACTOR

TBD

ARCHITECT

STEPHEN PETERS ARCHITECTS  
702 Water Street  
Ketchikan, Alaska 99901  
(907) 247-7077  
(907) 247-7076 FAX

CIVIL/STRUCTURAL ENGINEER

R & M ENG.  
355 Corlano Lake Rd.  
Ketchikan, Alaska 99901  
(907) 225-7917  
(907) 225-3441 FAX

ZONING INFORMATION

LEGAL DESCRIPTION: Lot 2A, Block 2, Cordova Industrial Park, Plat75-565  
SEE CODE ANALYSIS ALSO

DRAWING INDEX

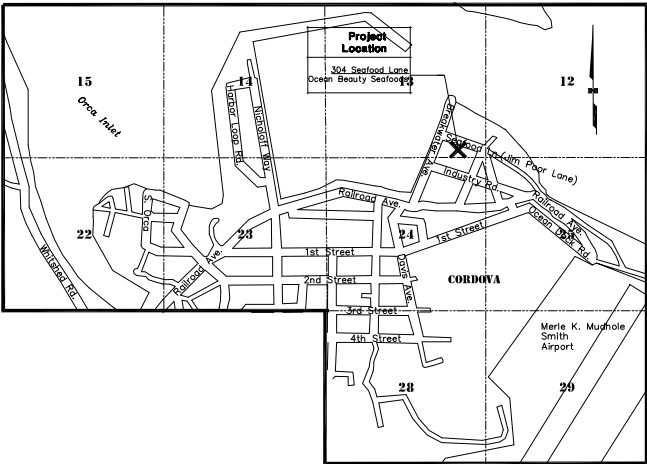
A-1 Project Location, Abbreviations, Drawing Symbols, General Notes, Code Analysis

A-01-02 Architectural Site Plans

A-3 Plans-Schedule-Sections

A-4 Elevations

A-5 Details



1 PROJECT LOCATION MAP  
No Scale



200 water st  
seattle wa 98107  
301 jim poor lane  
cordova ak 99574

stephen peters  
architects  
702 water st  
ketchikan ak 99901  
(907) 247-7077  
(907) 247-7076

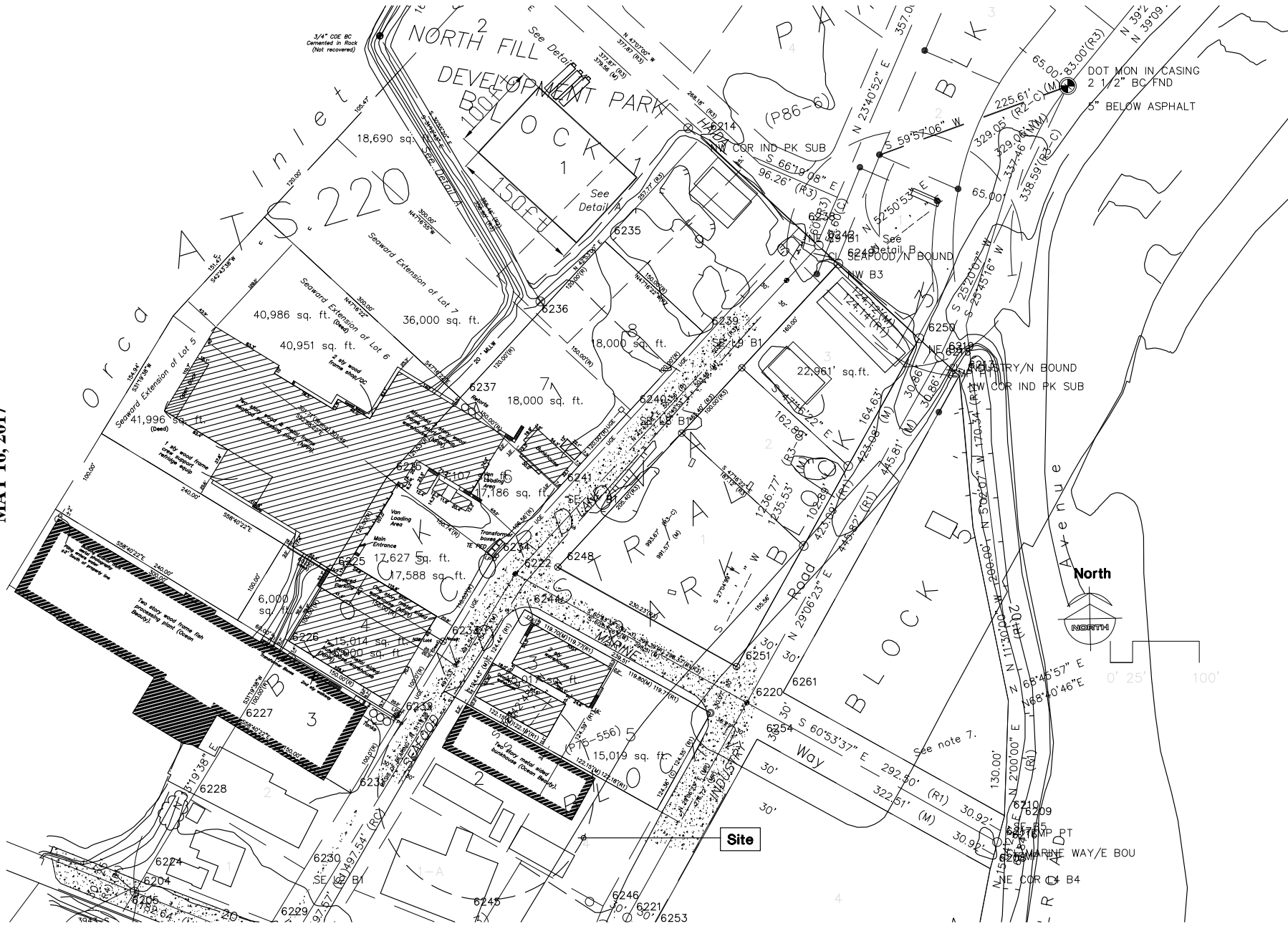
stephen peters  
architects

spa



Temp Housing  
Ocean Beauty Seafoods  
304 Jim Poor Lane, Cordova, Alaska

A-1



Temp Housing  
Ocean Beauty Seafoods  
304 Jim Poor Lane, Cordova, Alaska

stephen peters  
architects  
spa



702 units at  
Ocean Beauty Seafoods  
304 Jim Poor Lane  
Cordova, Alaska  
907 257 5706

A0.1

# NEW, 2-LEVEL STEEL CONTAINER STRUCTURES

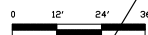
NOTE:-SEE CIVIL FOR  
ALL SITE UTILITY  
CONNECTIONS  
-LOT 2 & 4  
COMBINED  
INTO LOT 2A

1 SITE PLAN  
1/16" = 1'-0"

# Basis (P88)

# Project North

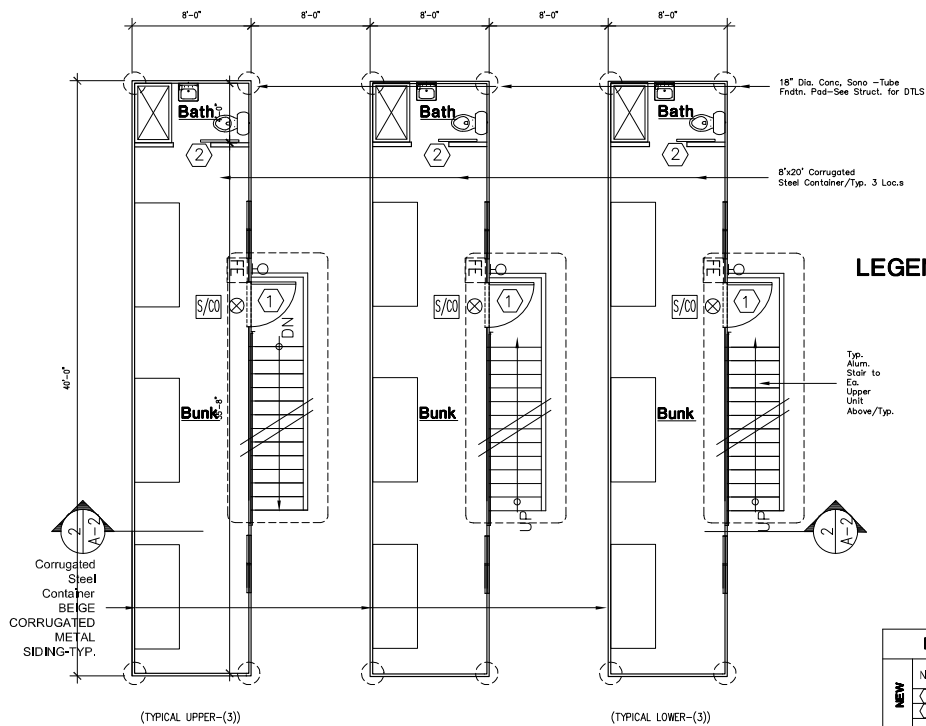
**True North**

stephen peters  
architects  
spa

**Temp Housing**  
Ocean Beauty Seafoods  
304 Jim Poor Lane, Cordova, Alaska

## A0.2

702 water st.  
ketchikan, ak 99901  
tel: 907.247.7077  
fax: 907.247.7076



1 CONNEX UNITS - PLANS  
1/4" = 1'-0"



Typical Roof Construction:  
Existing Membrane on Prefab  
MU. Shell Constr.

Corrugated  
Steel  
Container  
BEIGE  
CORRUGATED  
METAL  
SIDING-TYP.

Corrugated Steel  
Container-Prefabricated

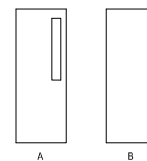
2 UNITS - SECTION  
1/4" = 1'-0"



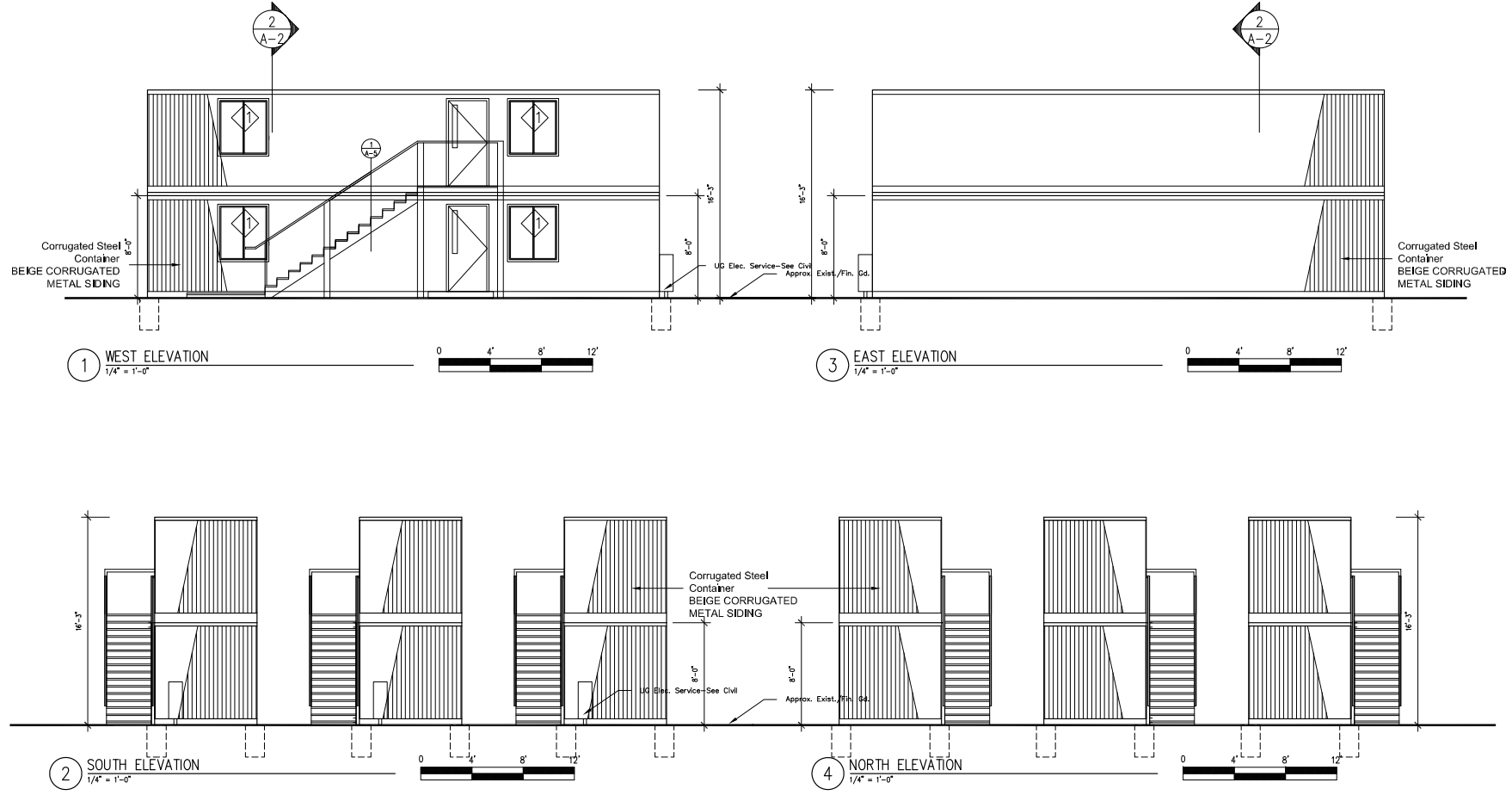
DOOR SCHEDULE											
NEW	No.	Type	Size (WxH)	Thick	Construction door frame		Details			HWDH	Remarks
							Head	Jamb	Transom		
(1)	A	3'-0" X 6'-0"	1-3/4"	HM	HM	D1	-	D-3	-	Insulated W/Strip/Thot/Lockset-Provide 6x36 Lir @ Ext. Typ.	
(2)	B	2'-0" X 6'-0"	1-3/4"	HM	HM	D2	D2	D-3	-	Interior-Sliding-Privacy Lock	

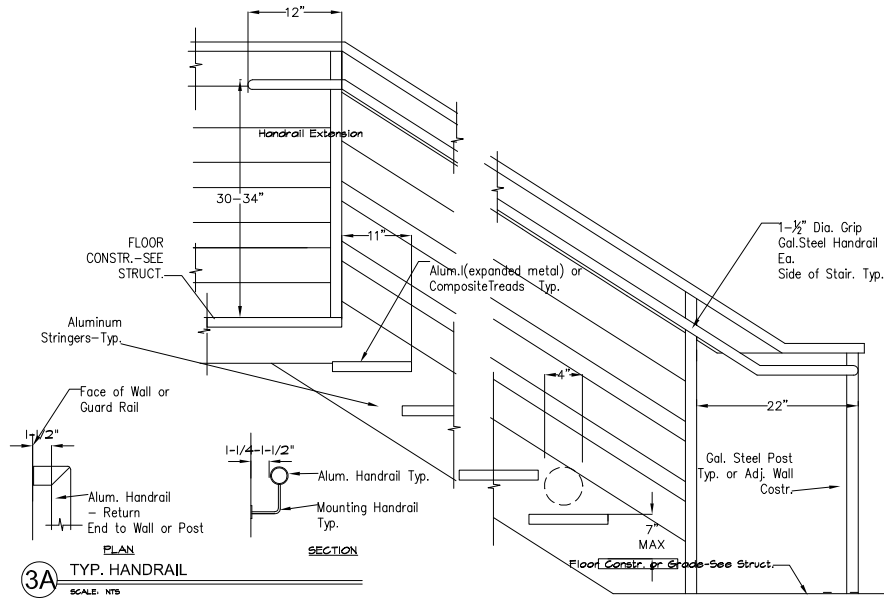
Note: Exst. Prefab Doors/Hardware-Typ.

DOOR TYPES



WINDOW SCHEDULE			
No.	Size (WxH)	Remarks	QTY
1	4' X 4' PVC	SLIDER	
2	-	-	

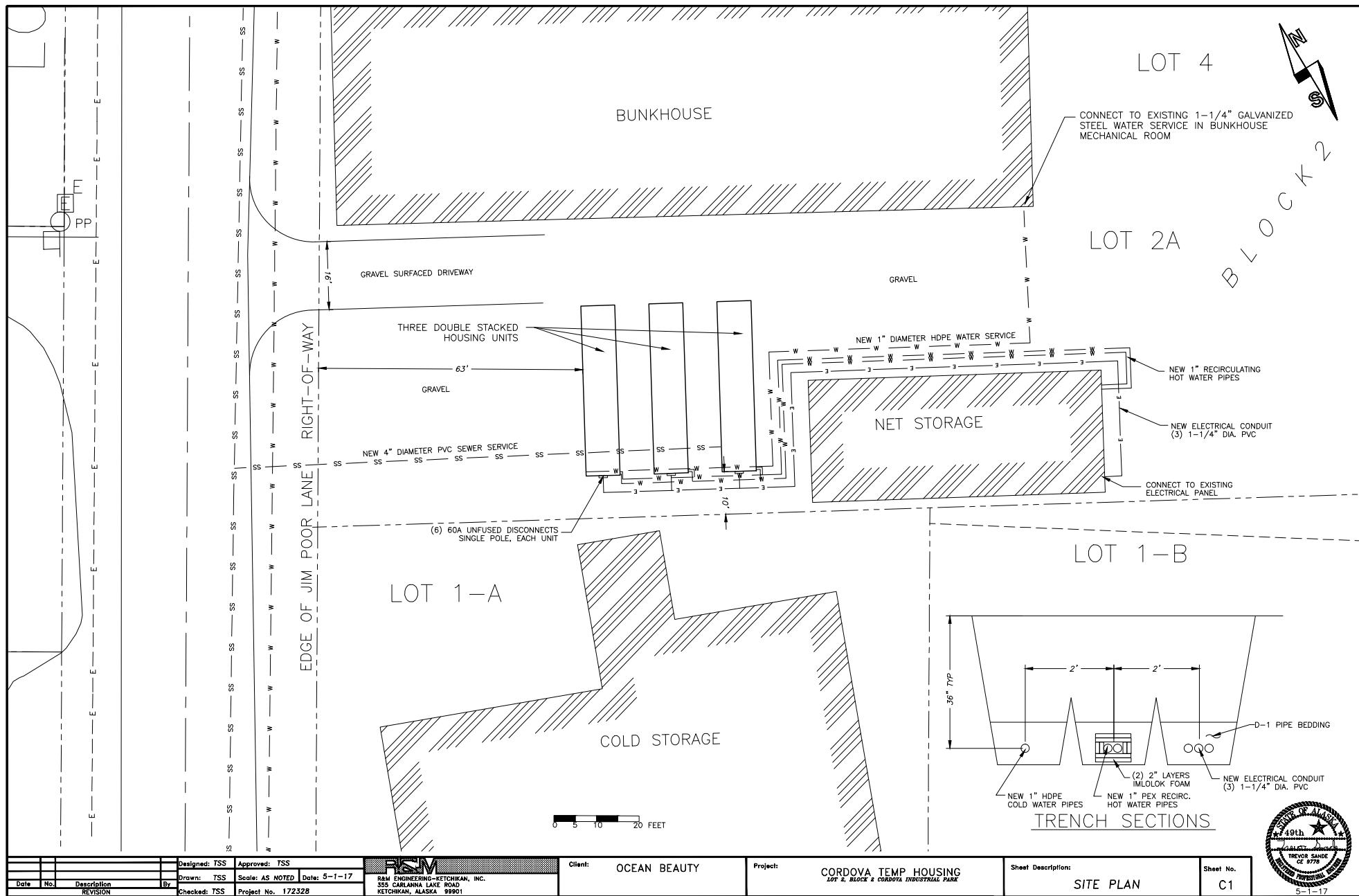


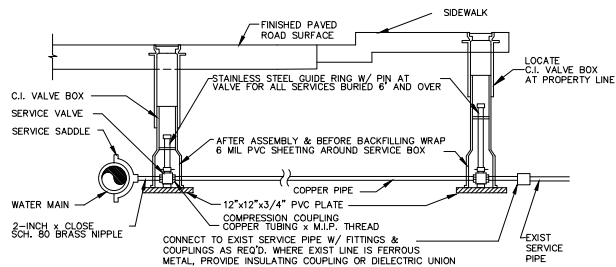


3A TYP. HANDRAIL  
SCALE: NTS

1 TYP. EXTERIOR STAIR SECTION  
1-1/2" = 1'-0"

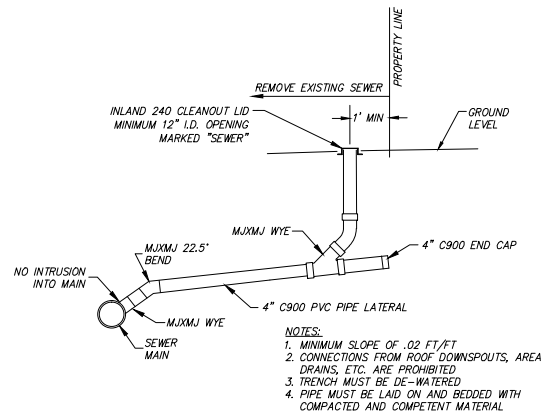




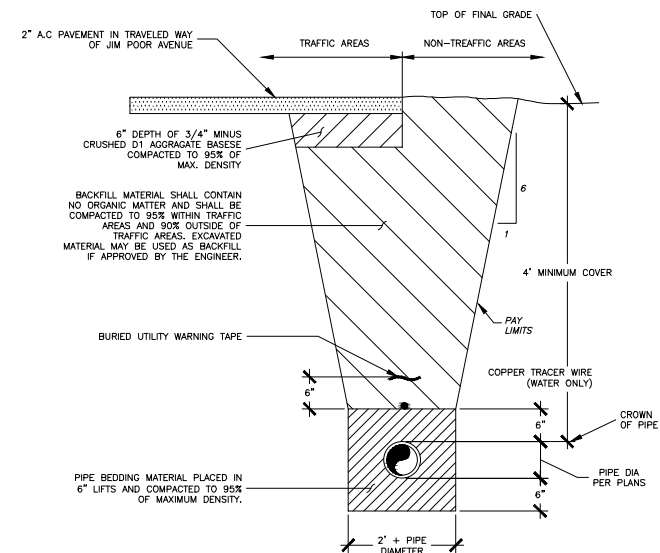


- NOTES:
1. INSTALL TOP OF VALVE BOX IN SIDEWALK  
1/4" BELOW TOP OF PAVED SURFACE.
  2. ALLOW 12" FOR RAISING VALVE BOX.
  3. ENLARGED BASE IS REQUIRED FOR 1" SERVICE  
VALVES AND LARGER.

1  
D1  
TYPICAL BURIED WATER SERVICE - 2" AND SMALLER  
NOT TO SCALE



2  
D1  
SEWER LATERAL PROFILE  
NOT TO SCALE



NOTES (A):

1. BACKFILL MATERIAL SHALL BE PLACED IN 12" MAXIMUM LIFTS.
2. PIPE BEDDING MATERIAL MUST BE PLACED IN 6" MAX LIFTS BETWEEN COMPACTION.
3. TRENCH EXCAVATION AND SHORING SHALL COMPLY WITH LOCAL, STATE, AND OSHA REGULATIONS AND REQUIREMENTS. INDICATED SLOPE IS FOR PAY QUANTITY DETERMINATION ONLY FOR IMPORTED BACKFILL GRAVEL AND RESURFACING REQUIREMENTS.
4. IF UNSUITABLE PIPE FOUNDATION MATERIAL IS ENCOUNTERED DURING EXCAVATION, ENGINEER MAY DIRECT THE CONTRACTOR TO OVER-EXCAVATE AND BACKFILL WITH SUITABLE MATERIAL.
5. THE DITCHLINE, IF ONE EXISTS, SHALL BE RESHAPED IN SUCH A MANNER TO ALLOW POSITIVE DRAINAGE TO MATCH PRE-CONSTRUCTION CONDITIONS.
6. TRENCH SECTION APPLICABLE FOR BOTH SEWER, WATER PIPE AND STORM.

NOTES (B):

1. INSULATION BOARD JOINTS SHALL BE LAPPED.
2. MINIMUM DEPTH OF COVER SHALL BE 3'-0" UNLESS SHOWN OTHERWISE ON DRAWINGS OR PRIOR APPROVAL IS GRANTED FROM ENGINEER.
3. ALL INSULATION SHALL BE DOW HI-60 EXTRUDED POLYSTYRENE (BLUE BOARD) OR APPROVED EQUAL.

DEPTH OF COVER	INSULATION THICKNESS
4'0" OR GREATER	NONE REQUIRED
3'6" OR GREATER	2 INCHES
3'0" OR GREATER	4 INCHES

3  
D1  
TYPICAL TRENCH DETAIL  
NOT TO SCALE

Designed: TSS	Approved: TSS
Drawn: ZRS	Scale: AS NOTED Date: 5-1-17
Checked: TSS	Project No. 172328



Client: OCEAN BEAUTY

Project: CORDOVA TEMP HOUSING  
LOT 2, BLOCK 2 CORDOVA INDUSTRIAL PARK

Sheet Description:  
DETAILS

Sheet No.  
D1



5-1-17



**AGENDA ITEM # 6c**  
**Planning Commission Meeting Date: 5/16/2017**  
**PLANNING COMMISSION COMMUNICATION FORM**

---

**FROM:** Planning Staff

**DATE:** 5/11/17

**ITEM:** Disposal of Lot 8 and 9, Block 1, Odiak Park Subdivision

**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  
Disposal Property Address: Chase Avenue  
Area: Lot 8 = 8,334 SF; Lot 9 = 8,380 SF  
Zoning: Low Density Residence District  
Attachments: Proposal from Bradford, Campbell and Weise  
Plat  
Location Map

The request for proposals for this property began April 1<sup>st</sup>, 2017 and ended May 1<sup>st</sup>, 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 Bradford, Campbell and Weise was \$3.30 per square foot for a total of \$10,000

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:

Staff suggest the following motion:

“I move to recommend City Council approve the proposal from Bradford, Campbell and Weise for portions of Lot 8 and 9, Block 1, Odiak Park Subdivision.”

## III. FISCAL IMPACTS:

The city would receive purchase price of the property and future property tax revenue.

## IV. BACKGROUND INFORMATION:

2/2/17 – Letter of interest received from Eagle Contracting (Attachment A).

2/14/17 – At the regular scheduled P&Z meeting the Planning Commission recommended disposing of the lot by direct negotiation.

### 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 Contracting 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, Frohnapfel, Bird

Absent: Baenen, Kocan

Upon voice vote, main motion passed 3-2.

Yea: McGann, Baenen, Roemhildt

Nay: Pegau, Frohnapfel

Absent: Baenen, Kocan

3/1/17 – At the regular scheduled City Council meeting council directed staff to put the property out for proposals

N. New & Miscellaneous Business 16. Land disposal decision and method Lots 8 & 9, Block 1, Odiak Park Subdivision

M/Hallquist S/Joyce to direct the City Manager to dispose of Lots 8 & 9 Block 1 Odiak Park Subdivision as outlined in Cordova Municipal Code 5.22.060 B by requesting sealed proposals to lease or purchase the property.

**Hallquist** said he drove by the lots today, he read the letters Council has received, he read what planning and zoning recommended and he read the information that the City Clerk sent. He said we listed this as available for sale – thinks it wouldn't be right to pull it back then after someone send a letter of interest on it. **Hallquist** said he read Tom McGann's comments from the Planning and Zoning meeting which say that you cannot do something on your own property that would adversely affect your neighbor's property so he is willing to take proposals on this lot and see what comes in. **Joyce** agreed and said we should at least see what ideas are out there, including adjacent landowners who are more than welcome to put proposals in. He said once the proposals are in, Council could opt against choosing any one of them. **Allison** said he also thinks it never hurts to get proposals on a lot, he said we are still at the beginning stages of this one. **Bailer** said he would support it but hopes staff can stay close to this one, really understand what a contractor intends to do here before approving a proposal.

Vote on the motion: 4 yeas, 0 nays, 2 absent (Burton, Beedle), 1 conflict of interest (Wiese). Motion was approved.

5/1/17 – Proposal received from Bradford, Campbell and Weise

### **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.*

**V. LEGAL ISSUES:**

Disposal documents may need legal review. Legal review may be required for the potential land conflict described in section VI.

**VI. CONFLICTS OR ENVIRONMENTAL ISSUES:**

After receiving the letter of interest, staff researched the property and discovered a possible conflict with the property owners located northwest of Lot 8 and 9. Attachment B is the plat creating these two lots. Attachment C shows the city's parcel data with the two areas of conflict highlighted. Prior to disposal, this issue will be investigated further and resolved.

**VII. SUMMARY AND ALTERNATIVES:**

The commission can choose to decline the proposal.

ATTACHMENT A

**EAGLE CONTRACTING CORPORATION**

*You've tried the rest now try the best.*

RECEIVED

FEB 02 2017

City of Cordova

02/02/2017

City of Cordova  
PO Box 1210  
Cordova, AK 99574

RE: Per the City Land Disposal Map; Lots 8-9, Block 1, Odiak Park Subdivision

To: Alan Lanning, City Manager  
Rich Rogers, Public Works Director  
Sam Greenwood, City Planner

I would like to express my interest in purchasing City Lots 8-9, Block 1, Odiak Park Subdivision for future home development. Unfortunately, these lots have no sewer main access and inadequate water service; however, I am prepared to install these services.

Please contact me at your earliest convenience regarding this matter; either by my cell phone, 907-429-7702, or email, ECC1@CTCAK.NET.

Sincerely,

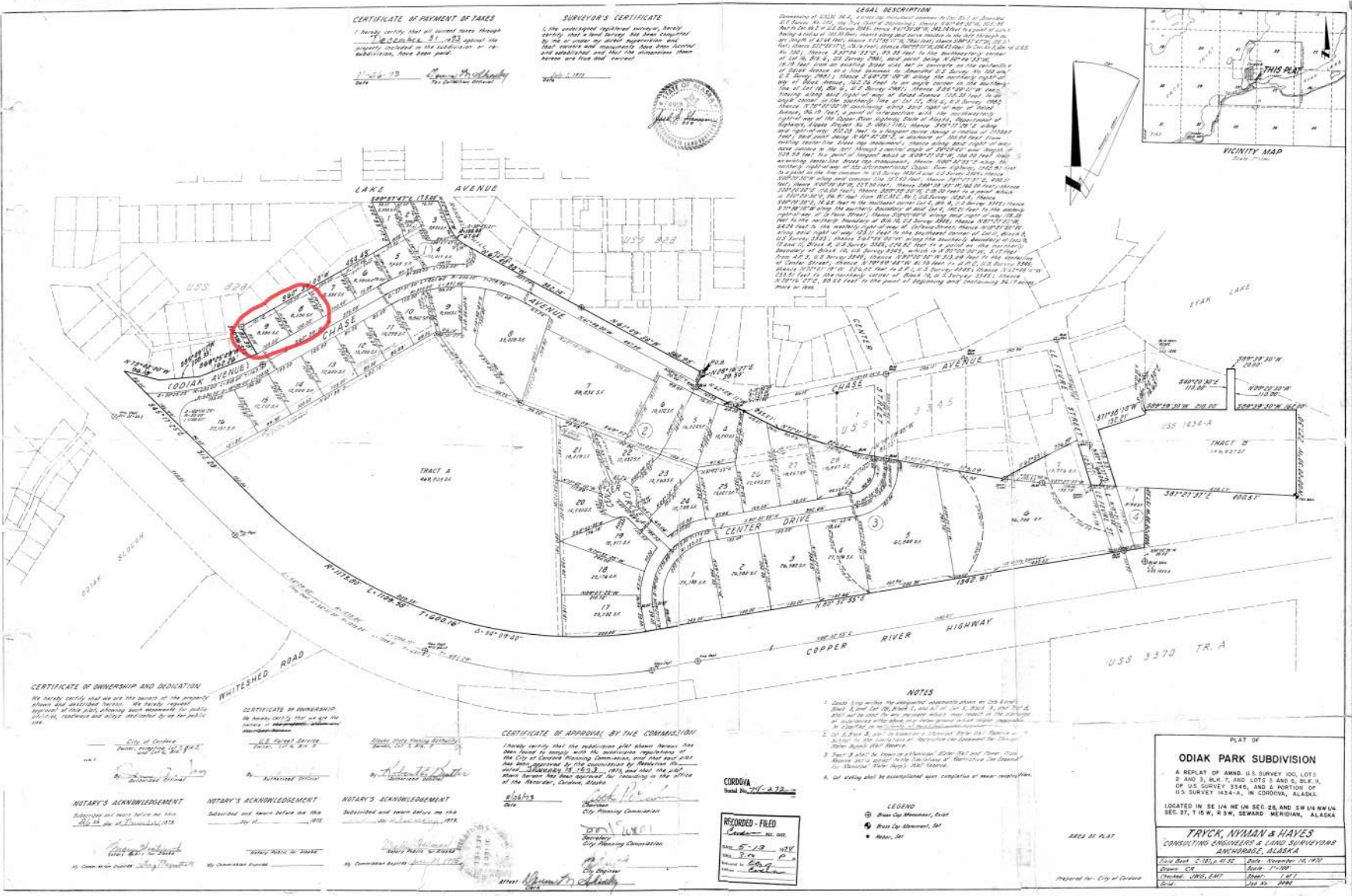


David L. Sjostedt  
President

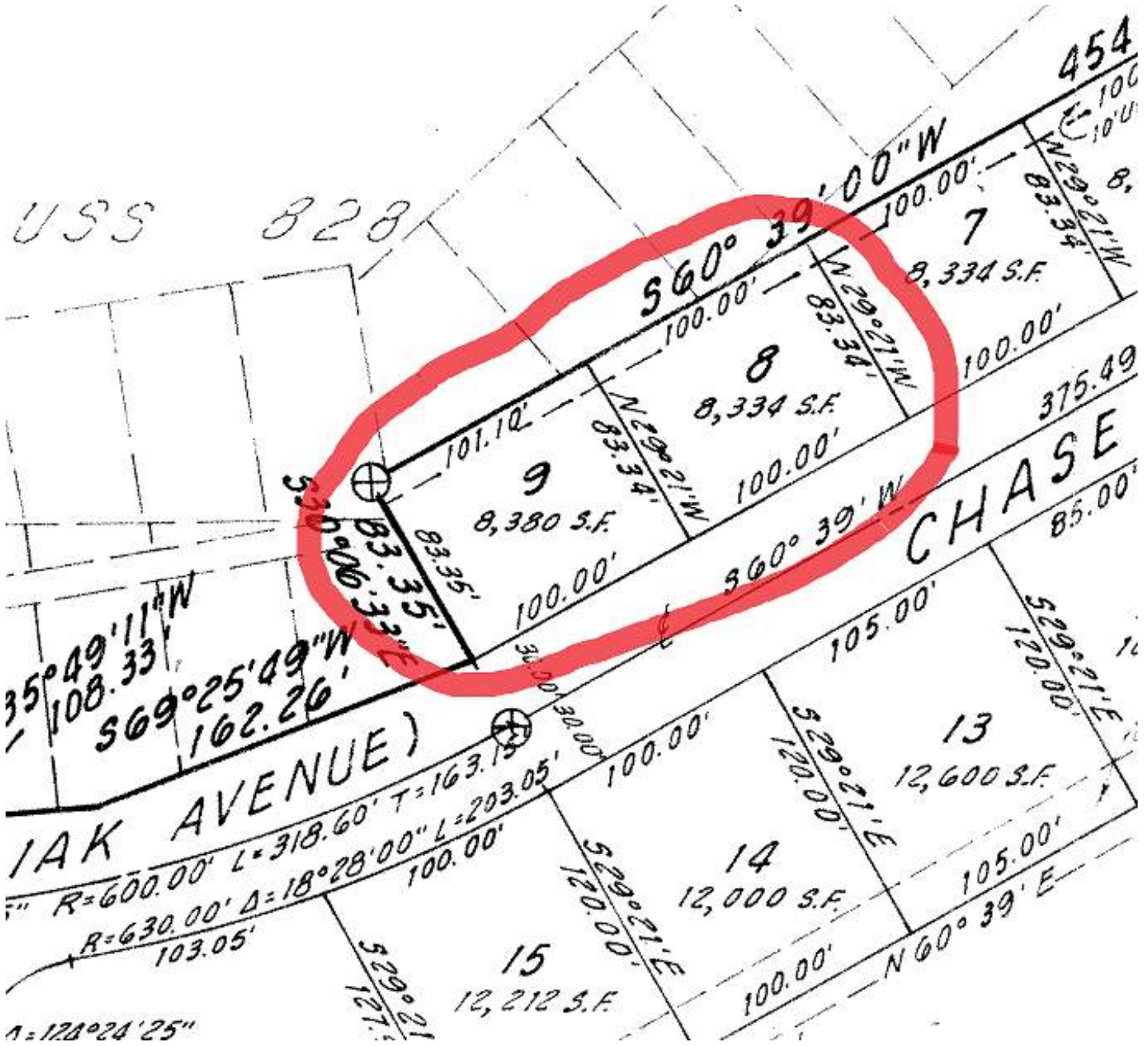
P.O. BOX 1128 • CORDOVA, ALASKA 99574 • (907) 424-7702 • FAX (907) 424-3994



## ATTACHMENT B







ATTACHMENT C





## **Request for Proposals (RFP) for Lots 8 & 9, Block 1, Odiak Park Subdivision**

The City of Cordova is requesting proposals for Lots 8 & 9, Block 1, Odiak Park Subdivision. Lot 8 is approximately 7,900 square feet and Lot 9 is approximately 6,900 square feet and both are zoned Low Density Residential. Proposals are due May 1<sup>st</sup>, 2017 at 10 AM.

### **INFORMATION TO PROPOSERS**

The fair market value for Lots 8 & 9, Block 1, Odiak Park Subdivision is **\$3.30 per square foot** and will be the **minimum** price that will be accepted for the property. The total square footage is approximately 14,800 square feet. The exact square footage will be determined by a survey of 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.

Prior to disposal, property will need to be surveyed, platted, and have corners marked. Proposer will be responsible for all associated costs. Any water infrastructure on the property will have an easement placed on it.

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 will 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](mailto: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, May 1<sup>st</sup>, 2017 at 10 AM.**

Property: Lots 8 & 9, Block 1, Odiak Park Subdivision

Name of Proposer: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Email: \_\_\_\_\_  
\_\_\_\_\_

**Proposed Price Per Square Foot: \$ \_\_\_\_\_ per square foot.**

**Proposed Square Footage Estimate (Provide Drawing): \_\_\_\_\_ square feet.**

**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](mailto:citymanager@cityofcordova.net) and [planning2@cityofcordova.net](mailto:planning2@cityofcordova.net). The email subject line shall be "Proposal for Lots 8 & 9, Block 1, Odiak Park Subdivision," 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, May 1<sup>st</sup>, 2017 at 10 AM will not be considered.**

**PLANNING COMMISSION SPECIAL MEETING  
MAY 16, 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

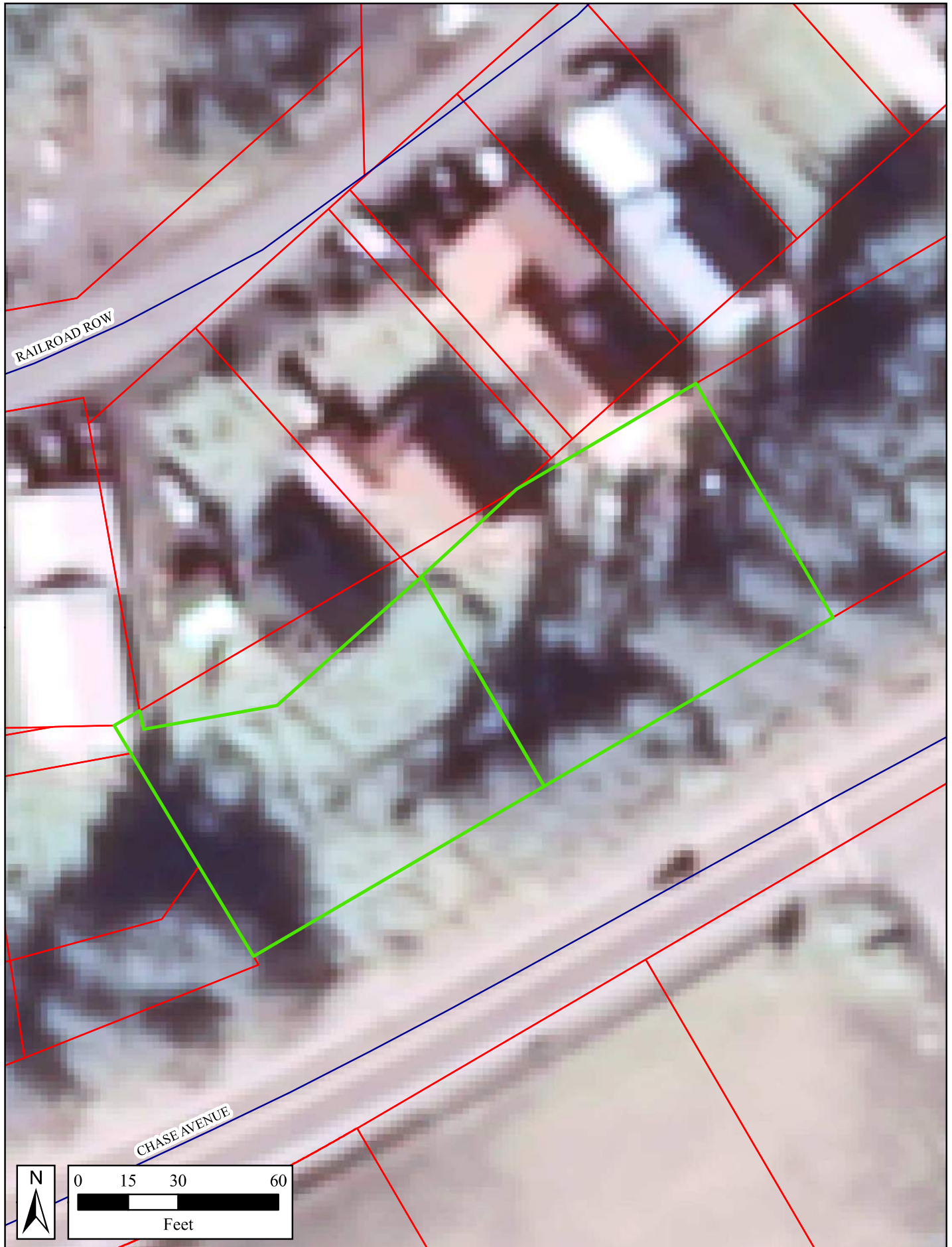
<b>Criteria</b>	<b>Multiplier</b>	<b>Proposal Rank 1-10</b>	<b>Subtotal for Proposal</b>
Value of improvements	1.75		
Number of Employees	1		
Sales Tax Revenue	1		
Importance to Community	1.75		
5yr Business Plan/Timeline	0.75		
Enhanced Architectural Design	1.25		
Proposal Price	1.5		
Consistency with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

PLANNING COMMISSION SPECIAL MEETING  
MAY 16, 2017  
ATTACHMENT B



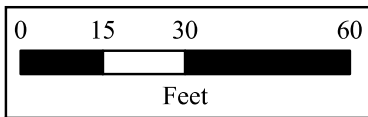
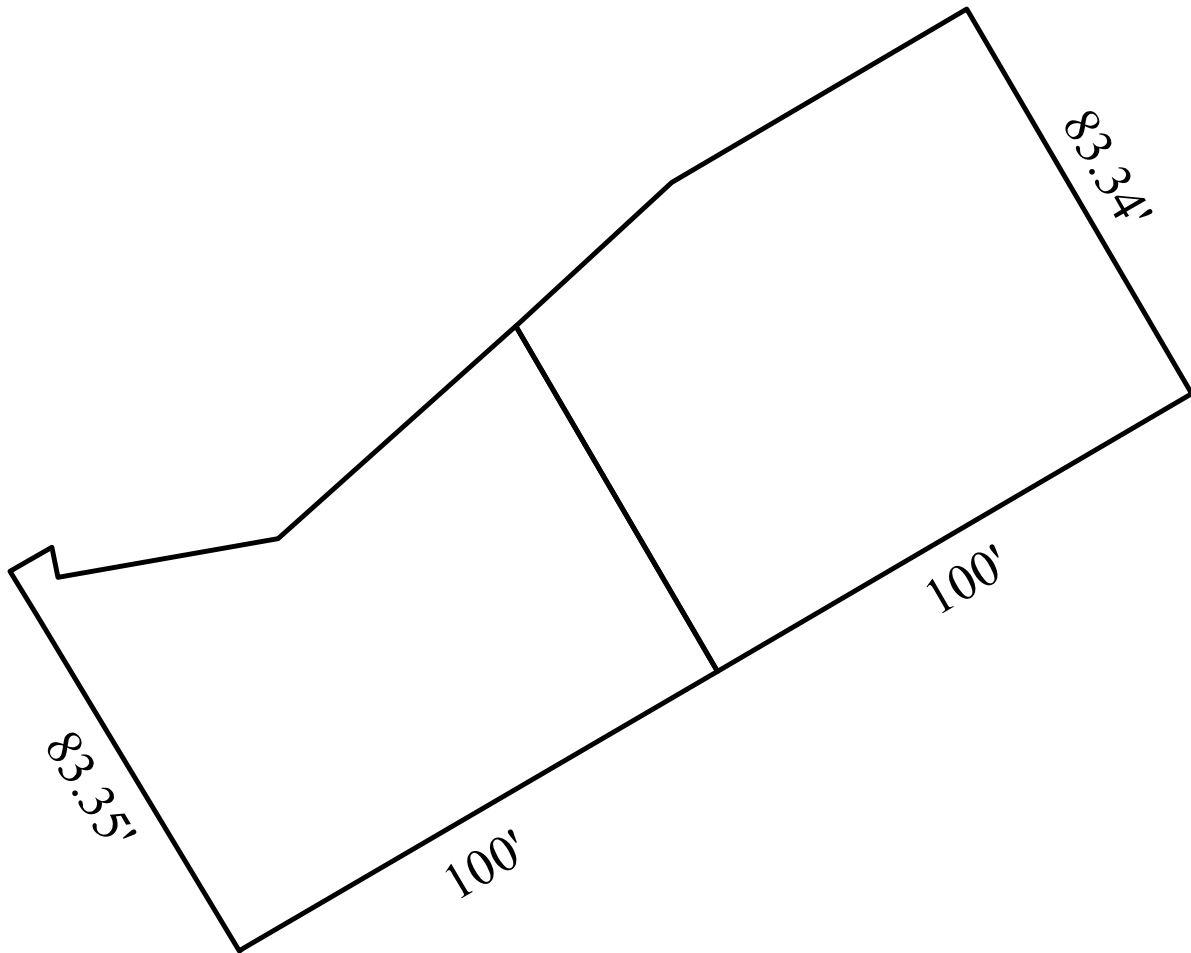


PLANNING COMMISSION SPECIAL MEETING  
MAY 16, 2017  
ATTACHMENT B





PLANNING COMMISSION SPECIAL MEETING  
MAY 16, 2017  
ATTACHMENT C



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 SPECIAL MEETING  
MAY 16, 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 XXXXXXX., 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. 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**

DRAFT

RFP for Lots 8 & 9, Block 1, Odiak Park Subdivision  
City of Cordova  
Cordova, Alaska

Date: 5/1/17

Time: 10:00AM

Location: City Hall

PRESENT: Leif Stavig, Kara Johnson Barb Webber

\_\_\_ proposal(S) RECEIVED:

Name: AMOUNT:

Wise, Bradford - Campbell 3.30/sqft

Witness

Witness

Witness

**SEALED PROPOSAL FORM**

All proposals must be received by the Planning Department by Wednesday, May 1<sup>st</sup>, 2017 at 10 AM.

Property: Lots 8 & 9, Block 1, Odiak Park Subdivision

Name of Proposer: Wiese, Bradford, Campbell

Name of Organization: Railroad Row residents

Address: Box 1708

Phone #: 424-3667

Cordova, AK 99574

Email: wiesefam@ctcak.net

BretBradford@ak.net

CapSoup@hotmail.com

Proposed Price Per Square Foot: \$ 3.30 per square foot.

Proposed Square Footage Estimate (Provide Drawing): 10,000 square feet. over 3 replatted lots.

**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 Lots 8 & 9, Block 1, Odiak Park Subdivision," 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, May 1<sup>st</sup>, 2017 at 10 AM will not be considered.**

25 April 2017

Land Sale Proposal for Lot 8, Block 1, Odiak Park Subdivision

We, Max and Cecilia Wiese, Bret and Cindy Bradford, and Bruce and Sally Campbell, propose to purchase Lots 8 and 9 of Odiak Subdivision from the city of Cordova.

Lots 8 and 9 border the southeast property line of all of our lots. We propose to survey and replatt Lot 9 and Lot 8, lot 8 being divided into two equal lots, lot 9 left intact, preserving the greenbelt area along Chase Avenue as described in previous, individual land sales between the city of Cordova and Ardy Hansen and the city and John Mallory. Once the lots are surveyed and replatted, we would like to purchase the lots through individual, direct negotiation with the city.

With the survey and replatting, we would like to straighten the lot lines, determine easement allocations for the water line on each of the lots, sharing the costs with the city to help determine the actual land available for purchase and easement necessary for water line access.

We intend to conserve the greenbelt area as required by the city and not disturb the coherent landscape of the cliff area, continuing to provide valuable wind protection to our historic homes, stability to the steeply slanted terrain and provide suitable habitat to support the wildlife residents in the area.

The greenbelt also acts as a sound barrier and buffer from highway traffic noise, maintaining the neighborhood atmosphere, much in demand in our city.

As shown in the sketch and after reserving space for the greenbelt and water line easement, the area on both lots 8 and 9 appear to be about 50 feet by 100 feet or 5,000 square feet each. With the acquisition of the property, this proposal will result in increased property values to our lots plus maintain property values of those in the Railroad Row neighborhood resulting in consistently increasing tax revenues for the city.

Though small in area on which to develop, we will sincerely look forward to being able to continue maintaining the area in front of our homes, now with the possibility of adding a storage building, small gazebo or greenhouse to add to our current gardening endeavors.

Considering the value per square foot the city has listed for the property, we feel the value of our proposal could be anywhere from \$33,000 - \$40,260.

The timeline is understood to be within a period of time, determined by the time needed to contract with a qualified surveyor, completion of the survey and replatting into the proposed 3 lots and the arrangements for funding and payments to the city, or up to one year, to provide a timeline for the unknowns.

Thank you for your time and consideration of our proposal.









**AGENDA ITEM # 7a**  
**Planning Commission Meeting Date: 5/16/2017**  
**PLANNING COMMISSION COMMUNICATION FORM**

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**FROM:** Planning Staff  
**DATE:** 5/11/17  
**ITEM:** Title 16 Building Code Discussion  
**NEXT STEP:** Ordinance format

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☒ INFORMATION  
☐ MOTION  
☐ RESOLUTION

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**I. REQUEST OR ISSUE:**

Attached is the new version of Title 16 Building Codes. No edits have been made to Chapters 16.80 Mobile Home Parks and 16.90 Trailers and Trailer Camps. The end product will be an ordinance repealing Chapter 16.05 through Chapter 16.75 and replacing them with the attached document. Chapters 16.80 and 16.90 will remain as codified now.

**II. RECOMMENDED ACTION / NEXT STEP:**

The commission should review the attached document and come to the meeting with comments, concerns or edits.

Staff is developing a list of chapters and sections located in different titles, such as Title 18 and Title 1, which will need to be edited due to the changes in Title 16. Staff will develop a draft ordinance for review by the city attorney. After attorney review, the final step for the commission would be to recommend the

ordinance to city council.

**III. FISCAL IMPACTS:**

None at this step. The City Manager will determine when legal expenses can be incurred.

**IV. BACKGROUND INFORMATION:**

This is the continuation of the Title 16 Building Code rewrite.

**V. LEGAL ISSUES:**

Unknown

**VI. CONFLICTS OR ENVIRONMENTAL ISSUES:**

N/A

**VII. SUMMARY AND ALTERNATIVES:**

N?A

Chapter 16.10 - BUILDING REGULATION

16.10.010 - Adoption of codes.

16.10.015 - Copies on file.

Chapter 16.15 - BUILDING CODE ADMINISTRATION

16.15.015 - Building Code—Modifications.

16.15.020 - Building Code—Disclaimers.

16.15.025 - Building permit required.

16.15.030 - Building Official

16.15.035 - Work exempt from permit.

16.15.040 - Building Code—Appeals.

16.15.045 - Building permit fees.

16.15.050 - Stop work order.

16.15.055 – Violations.

Chapter 16.20 – INTERNATIONAL BUILDING CODE

Chapter 16.30 – INTERNATIONAL RESIDENTIAL CODE

## **Chapter 16.10 - BUILDING REGULATION**

### **16.10.010 - Adoption of codes.**

The city adopts by reference the following codes:

- A. 2009 International Building Code, or current adopted state code, as amended by the state, for all buildings except one- and two-family dwellings and residential accessory buildings.
- B. 2012 International Residential Code.
- C. 1997 Uniform Code for Abatement of Dangerous Buildings.

Although not published in full in this section, all the provisions of these codes shall be and are adopted by reference to the same extent as if set forth in full herein, except to the extent that they shall be in conflict with this code or any relevant ordinance later adopted in which case the provisions of this code and later ordinances shall prevail.

### **16.10.015 - Copies on file.**

One copy of each code of technical regulation adopted by reference in Section 16.05.010 shall be kept in the office of the clerk.

## **Chapter 16.15 - BUILDING CODE ADMINISTRATION**

### **16.15.015 - Building Code—Modifications.**

The city council shall have power to modify the provisions of the Building Codes adopted by this title.

### **16.15.020 - Building Code—Disclaimers.**

If any section, subsection, sentence, clause or phrase of this chapter is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this chapter. The city council hereby declares that it would have passed the ordinance codified in this chapter, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

### **16.15.025 - Building permit required. - Delete 18.76.070 Building Permit. Needs to be added to 1.28 as violation; Delete 16.17 Site Plan**

A building permit shall be required for the erection, construction, establishment, moving, alteration, enlargement, repair or conversion of any building or structure in any district established by this title, subject to the following provisions:

- A. Application for a building permit shall be filed with the building official on a form approved by him. If the application meets the requirements of this title and any other applicable regulations, the building official will issue a building permit.

- B. In all cases where the planning commission or the board of adjustment has allowed a variance or an exception, the building official shall issue a building permit sufficient to allow such building or work to be done in accordance with that decision; provided, that no permit shall be issued pursuant to any decision until the time for rehearing or for appeal shall have expired and then only in the event that no appeal or application for rehearing shall have been filed within such time.
  - C. No building permit shall be issued by the building official without a coincident application for zoning compliance. Any permit issued in conflict with the zoning title shall be null and void.
  - D. The building permit or copy of it shall be displayed at the work site until completion of the project.
  - E. It shall be the duty of every person who performs work for the installation or repair of a building or structure for which this title refers to, to comply with the codes.
  - F. The issuance or granting of a building permit or approval of plans or specifications under the authority of the Building Code shall not be deemed or construed to be a permit for or an approval of any violation of any of the provisions of this title or any amendment thereto. No permit presuming to give authority to violate or cancel any of the provisions of this title shall be valid except insofar as the work or use which is authorized is lawful and permitted.
- 18.80.020 - Building permit—Scope and validity. Delete adding here-18.80 do we need this in zoning as well?**

#### **16.15.030 – Building Official.**

The building official shall be the officer charged with the administration and enforcement of this title. The public works director shall act as building official unless the City Manager otherwise designates.

#### **16.15.035 - Work exempt from permit.**

Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of the code of any other laws or ordinances. Permits shall not be required for the following:

- A. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 200 square feet.

#### **16.15.040 - Building Code—Appeals.**

Whenever the building official shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the code do not apply or that the true intent and meaning of the code has been misconstrued or wrongly interpreted, the applicant may appeal the decision of the building official in the manner set forth in Section 18.64.040. Appeals of the Planning Commission shall be conducted in the manner set forth in Section 18.64.030.

#### **16.15.045 - Building permit fees.**

- A. Fees shall be established by resolution of the city council.



- B. Where work for which a permit is required by this chapter is started or proceeded with prior to obtaining such permit, the fees specified by resolution shall be doubled.

**16.15.050 - Stop work order.**

- A. Upon notice from the building official that work on any building or structure is being performed contrary to the provisions of this code or in an unsafe and dangerous manner, such work shall be immediately stopped. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent or to the person doing the work and shall state the conditions under which work will be permitted to resume.
- B. Unlawful continuance. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

**16.15.055 – Violations.**

Failure to obey or comply with any provision of this title or any rule, order or regulation issued thereunder is a violation. The minimum penalty upon conviction of a single violation of this chapter is specified in Chapter 1.28.

**Chapter 16.20 – INTERNATIONAL BUILDING CODE**

The following amendments are made to the International Building Code, 2009 Edition (references are to section numbers in the International Building Code):

- A. Section 1609.3 Basic wind speed, is amended by adding the following:

The basic wind speed in MPH, for the determination of the wind loads shall be 110 MPH.

**Chapter 16.30 – INTERNATIONAL RESIDENTIAL CODE**

The following amendments are made to the International Residential Code, 2012 Edition (references are to section numbers in the International Residential Code):

- A. R101.1, Title, is amended to read as follows:

This code shall be known as the 2012 International Residential Code (IRC) with amendments and shall be cited as such. It is referred to herein as 'the code'.

- B. R101.2, Scope, is amended to read as follows:

The 2012 IRC with Amendments shall be the referenced code for residential structures containing three or fewer dwellings and townhouses not more than three stories above grade plane in height and their accessory structures.

- C. Part 2, Administration and Enforcement, is deleted.

D. Table R301.2(1), Climatic and Geographic Design Criteria, is amended to read as follows:

GROUND SNOW LOAD		100 lbs. per sq. foot
WIND DESIGN	Speed (mph)	110 miles per hour
	Topographic Effects	No
SEISMIC DESIGN CATEGORY		D2
SUBJECT TO DAMAGE FROM	Weathering	Severe
	Frost Line Depth	24"
	Termite	No
WINTER DESIGN TEMP		1° F
ICE BARRIER UNDERLAYMENT REQUIRED		Yes
FLOOD HAZARDS		2015 FIRM and FIS
AIR FREEZING INDEX		2500
MEAN ANNUAL TEMP		

E. R302.2, Townhouses, is amended in the exception, to add at the beginning of the paragraph:

If the building is not constructed utilizing a fire-suppression system, a common 2 hour fire-resistance-rated wall shall be used. If it is constructed with an approved fire-suppression system...

F. R303.3, Bathrooms, is amended to read as follows, with the exception deleted:

Bathrooms, water closet compartments and other similar rooms shall be provided with exhaust ventilation in accordance with the requirements of ANSI/ASHRAE 62.2-2010 as amended in R403.5 of the 2012 Building Energy Efficiency Standard and per manufacturer requirements.

G. R303.4, Mechanical ventilation, is amended to read as follows:

Whole-house and spot ventilation shall be installed per the requirements of ANSI/ASHRAE 62.2-2010 as amended in R403.5 of the 2012 Building Energy Efficiency Standard (chapter 11 of the code with Alaska-specific amendments).

H. R303.5.1. Intake openings, is amended to read as follows:

Add to the last sentence of the first paragraph:

... and 3 feet horizontally from the contaminant source.

Delete the second paragraph and replace it with:

All mechanical ventilation shall be in accordance with ANSI/ASHRAE 62.2-2010 as amended in R403.5 of the 2012 Building Energy Efficiency Standard (chapter 11 of the code with Alaska-specific Amendments).

I. R309.5, Fire sprinklers, is amended so the first sentence reads as follows:

Private garages shall be protected by fire sprinklers where required by the Department of Public Safety and/or where the garage wall has been designed based on Table R302.1(2) Footnote a.

- J. R310.2.2, Window well drainage, is amended to add the following sentence prior to the exception:

Window wells shall be designed to minimize the potential of the well becoming filled with snow and/or standing water which impedes operation of the egress fenestration.

- K. R313, Automatic Fire Sprinkler Systems, is amended to read as follows:

R313.1 Townhouse automatic fire sprinkler systems. If installed, automatic residential fire sprinkler systems for townhouses shall be designed and installed in accordance with Section P2904.

R313.2 One- and two-family dwellings automatic fire sprinkler systems. If installed, automatic residential fire sprinkler systems for one- and two-family dwelling units shall be designed and installed in accordance with Section P2904 or NFPA 13D.

- L. R317.1, Location required, is amended to delete “naturally durable wood or” from the first sentence.

- M. R501.3, Fire protection of floors, is amended to modify exception 2 to read:

Floor assemblies located directly over a crawl space containing a direct-vent, sealed combustion appliance with forced draft exhaust; combustion air intake must terminate to the building exterior. Application of this exception requires installation of a smoke alarm in the crawl space in accordance with the requirements of Section R314 Smoke Alarms, with the exception of R314.3 Location, and a carbon monoxide alarm in accordance with the requirements of Section R315 Carbon Monoxide Alarms.

- N. R703.2, Water-resistive barrier, is amended to add the following at the beginning of the sentence:

When installed or required by the manufacturer...

- O. R703.3.1, Panel siding, is amended to add the following to the end of the paragraph:

Exterior type plywood siding with a grooved pattern shall not be installed horizontally and used as the weather resistant siding.

- P. R806.1, Ventilation required, is amended to add the following to the beginning of the first sentence and to delete the exception:

When located outside of the building thermal envelope...

- Q. Table R806.5, Insulation for Condensation Control, is replaced with the following table:

Table R-A806.5 Insulation for Condensation Control	
Air-Permeable Insulation R-Value	Minimum Air-Impermeable Insulation R-Value <sup>a</sup>
R-15	R-30
R-19	R-38
R-21	R-42
R-25	R-50
R-30	R-60
R-38	R-76
R-N	2*(R-N) <sup>b</sup>
*Installed on the warm-in-winter side	*Installed on the cold-in-winter side
a. Contributes to but doesn't supersede the requirements in Section N1102.	
b. Air-Impermeable Insulation R-Value shall equal, at minimum, twice the R-value of the Air Permeable insulation.	

R. R807.1, Attic access, is amended to add the following to the end of the paragraph:

Attic access shall not be located in a room containing one or more fixtures in the Bathroom Group. Access may be located in closets with minimum depth of 23 inches and minimum width of 48 inches.

S. Chapter 11, Energy Efficiency, is replaced with the following:

The 2012 Building Energy Efficiency Standard (BEES), being comprised of the 2012 IECC with Alaska-Specific Amendments, is the AHFC energy standard for all residential construction projects.

T. Chapter 12, Mechanical Administration, is deleted.

U. M1301.2, Identification, is replaced with the following:

Each length of uncut pipe and tubing, and each pipe fitting utilized in a mechanical system shall bear the identification of the manufacturer.

V. M1501.1, Outdoor discharge, is amended to delete the exception.

W. M1502.4.2, Duct installation, is amended as follows:

In the first sentence, replace '12' with '10' to conform with section R1604.1.3 Support.

Remove from the end of the third sentence "...and shall be mechanically fastened..." and replace it with "...except where in conflict with the requirements of M1502."

Replace the last sentence with the following:

Dryer exhaust ducts shall not be joined with screws or similar fasteners that protrude into the duct.

X. M1506.2, Exhaust openings, is amended as follows:

Add to the end of the first sentence:

...and 3 feet (914 mm) horizontally from the air intake.

Add the exception:

Exhaust and intake openings that are part of a system engineered to prevent entrainment of exhaust air are exempt; the exemption applies only to the exhaust and intake that is part of the engineered system only, adjacent exhaust and inlet openings are not exempt.

Add the exception:

A ventilation system's supply and exhaust vents on the exterior of a building may be separated less than 10 feet as long as they are separated a minimum of 6 feet horizontally. (to conform with Alaska-specific amendments to ANSI/ASHRAE 62.2-2010)

Y. M1507, Mechanical ventilation is replaced with the following:

Mechanical Ventilation shall be installed per the requirements of ANSI/ASHRAE 62.2-2010 as amended in R403.5 of the 2012 Building Energy Efficiency Standard and per manufacturer requirements.

Z. M1602.1, Return air, is amended to add to the end of the second sentence:

only if an exhaust fan is installed with automated control such that a positive pressure is not exerted on the structure while the furnace supply air handler is operating. Supply only systems and/or systems designed to induce a positive pressure inside the dwelling with reference to the outdoors are not permitted in Alaska.

AA. M1602.2, Prohibited sources, is amended to add to the end of 1:

...and at least 3' horizontally from the air intake.

BB. Chapter 23, Solar Energy Systems, is replaced with the following:

Per AS 18.60.705 (a)(3): the 1997 edition of the Uniform Solar Energy Code published by the International Association of Plumbing and Mechanical Officials and adopted at the 67th annual conference, September 1996, excluding pages 1-7 of Part I, Administration.

CC. G2412.9, Identification, is replaced with the following:

Each uncut length of pipe and tubing and each pipe fitting, utilized in a fuel gas system, shall bear the identification of the manufacturer.

DD. Chapters 25-43 are deleted.