



City and Borough of Wrangell
Planning and Zoning Commission
AGENDA

Thursday, January 12, 2023
6:00 PM

Location: Borough Assembly Chambers
City Hall

PZ meeting 1/12/23
6:00 PM

A. CALL TO ORDER / ROLL CALL

B. AMENDMENTS TO THE AGENDA

C. CONFLICTS OF INTEREST

D. APPROVAL OF MINUTES

1. Approval of the September 8, 2022, October 13, 2022, and November 9, 2022 regular meeting minutes.

E. PERSONS TO BE HEARD

F. CORRESPONDENCE

G. NEW BUSINESS

1. James Leslie request to purchase tidelands
2. Presentation regarding potential development opportunity for the old hospital property
3. Review of the modifications to the proposed new Single Family Medium Density (SFMD) Draft Code
4. Review of the modifications to the proposed new Rural Commercial District (RCD) Draft Code
5. Review of the modifications to the proposed new Planned Unit Development (PUD) Draft Code
6. Review of proposed code changes to the Multi-Family District

H. OLD BUSINESS

I. PUBLIC COMMENT

J. COMMISSIONERS' REPORTS AND ANNOUNCEMENTS

K. ADJOURNMENT



City and Borough of Wrangell
Planning and Zoning Commission
MINUTES

Item 1.

Thursday, September 08, 2022
6:00 PM

Location: Borough Assembly Chambers
City Hall

PZ Meeting 9-8-22
6:00 PM
Minutes

A. CALL TO ORDER / ROLL CALL

Present: Vice-Chair Don McConachie, Apryl Hutchinson, Jillian Privett
Also present staff Carol Rushmore and Robbie Marshall

B. AMENDMENTS TO THE AGENDA

C. CONFLICTS OF INTEREST

D. APPROVAL OF MINUTES

1. Approval of the minutes of the regular meeting of July 14, 2022 and special meeting of August 2, 2022.

Vote Unanimous

E. PERSONS TO BE HEARD

F. CORRESPONDENCE

G. NEW BUSINESS

1. Final Plat Approval of the GPV Replat, a replat of Lot 11, a portion of Lot 12, Lot 13, and a portion of Lot 14, within Block 84, Wrangell Townsite, according to US Survey 1815, creating Lot A and Lot B, GPV Replat, zoned Waterfront Development, requested by Micony, LLC and owned by ALANNCO, LLC

Move to approve final plat of the GVP Replat, a replat of Lot 11, a portion of Lot 12, Lot 13, and a portion of Lot 14, within Block 84, Wrangell Townsite, according to US Survey 1815, creating Lot A and Lot B, GPV Replat.

McConachie moves to approve the Final Plat

Privett seconds

Vote: Unanimous

2. Variance permit application request for a reduction in the front yard setback requirements for a carport on Lot 8, Block A, Dewey Heights Resubdivision (Plat No. 69-218), zoned Single Family Residential, owned by Eddie and Martha Hilburn

Open the Public Hearing

Martha Hilburn – we want to build a carport to park a boat. Code says for corner lots the setback is 20' all around. There is a concrete slab that is 6' off the property line.

Close the Public hearing

Privett moves to approve findings of fact and the Variance request for a 6 foot front yard setback (14 foot variance) along Mission Street subject to the following condition:

1) Approval for access to the yard area needs to be coordinated with the Public Works Director to address drainage issues that may be of issue.

McConachie seconds

Vote: Unanimous

3. Conditional use permit application request for a Behavioral Health private practice counseling service on Lot 5B, Block 26, Wrangell Townsite, zoned Multi-family Residential, requested by Kimmie Smith, owned by Bert McCay.

Open the Public Hearing

Richard Johnson – own property and driveway next door. Driveway is from Ash Street. Gave permission to use for residential not business.

Close the Public hearing

- 1) **McConachie moves to approve the Findings of Fact and the conditional use permit as requested for a behavioral health counseling office within the above described residential structure with the following conditions: 1) There needs to be at least one parking area reserved for the business in front of the house along the Zimovia Highway access.**

Staff verified that the approval is for access and parking off Zimovia Highway in front of the house because the agreement for driveway use is between landowners. It is not a recorded easement.

Privett seconds

Vote: Unanimous

4. Channel construction request to lease a portion of the former 6 Mile site near the barge landing area on the southern end of the property for scrap metal recycling, portions of Lot 6 and 7 USS 3534, zoned Waterfront Development, requested by Channel Construction Inc., owned by the City and Borough of Wrangell.

McConachie moves to recommend a short term lease for a portion of the 6 Mile site to Channel Construction.

Privett Seconds

Henson: Not opposed to the idea of a short term lease. Hard to present a long term lease until the city decides on what to do with the property. In the future, it would be great for them to expand from only metal.

McConachie: Once the city decides what to do with the property, I hope they move to a long term lease in the future. The amount of cleanup that's been done has been extremely beneficial.

Vote: Unanimous

5. Request to purchase 3 parcels of Borough owned land, Lot 36-38, Block 13, Wrangell Townsite, located on A Street and Cassiar, zoned Single Family Residential, requested by Frank Warfel Jr., owned by the City and Borough of Wrangell.

McConachie moves to recommend to the Assembly sell three Borough parcels, Lot 36-38, Block 13, Wrangell Townsite to Frank Warfel Jr.

Privett Seconds

Terri: There should be an amendment that a signed easement is required and recorded for an access across Warfel property prior to selling property.

DM: haven't had access on A street for year. Steep, previous vacation for lower lot.. need a utility easement.

DM: Moves to amend the motion to require an access easement through Warfel property to access the three lots.

JP: Second

Vote: Unanimous (Amendment)

Vote: Unanimous

6. Conditional Use permit application request for an animal shelter at either Lot 25, USS 3403 (across from Shoemaker Bay Harbor) and zoned Multi-Family or Lot 11A, Block 5, USS 2127 (near the landfill) and zoned Open Space/Public, requested by St. Frances Animal Rescue

Open Hearing

Kelley Decker – need a functioning shelter to address cat population.

Joan Sargent – We have been looking for 2 years. Picked 2 sites. One is close to house the other is not. Possible conflict with barking dogs so looking at a bit remote but easy access and insight.

Close Hearing

McConachie moves to recommend to the Assembly to consider a portion of Lot 25, USS 3403 across from Shoemaker Bay Harbor.

Privett Seconds

Terri: Would like to defer this to the next meeting to look at anything that would be off spur road, mill property, etc.

Staff, according to the PW Director, will require cutting the highway and a complicated feed to the main could cost upwards of \$20,000. Need a grinder pump.

Goodale - may be able to build up the lot and gravity to the main. Need large floor drain to meet sewer requirements. grinder pump will likely get clogged. Would need a dual system.

Sargent location is visible. Want to mitigate vandalism and bear potential being out of sight.

Mill site potentially? Or Running Track?

JP: could we have a public meeting to discuss?

Postponed to a following meeting.

H. OLD BUSINESS

I. PUBLIC COMMENT

J. COMMISSIONERS' REPORTS AND ANNOUNCEMENTS

K. ADJOURNMENT

Adjourned at 7:11pm



City and Borough of Wrangell
Planning and Zoning Commission
MINUTES

Item 1.

Thursday, October 13, 2022
6:00 PM

Location: Borough Assembly Chambers
City Hall

PZ Meeting 10/13/22
6:00 PM
MINUTES

A. CALL TO ORDER / ROLL CALL

Open meeting at 6:00pm

Present: Apryl Hutchinson, Jillian Privett, Don McConachie and Chair Terri Henson

Staff: Carol Rushmore and Robbie Marshall

B. AMENDMENTS TO THE AGENDA

The agenda was amended to add Item #3 under New Business regarding former mill property

C. CONFLICTS OF INTEREST

D. ELECTION OF CHAIR AND VICE-CHAIR

Privett Moves for Terri Henson Chair, and Don McConachie Vice-Chair

Second Hutchinson

Approved unanimously

E. APPROVAL OF MINUTES

1. None

F. PERSONS TO BE HEARD

Joan Sargent: Responding to last meeting for conditional permit for St Francis property. Through our conversation and looked at the suggested site. The covered basketball court and the trail is traditionally used for recreation. Walked the upper area with the sledding hill. A lot of activity around the area causing a safety issue. Going to stick with the Shoemaker area. Working on the sewer problem with Public Works and the DEC. Going to see if there's any other options until then. Has not talked with Tom Wetor yet. Requesting ideas on how to work with the sewer in these areas of interest.

Staff received information from Mr. Wetor that indicates an expensive connection.

In new business, there's a discussion about modular homes and how to deal with the housing situation in the area. Sitka has a tiny home code, Ketchikan is "sketchy", and Juneau's code is terrible. Will be responding to the new business item if able.

G. CORRESPONDENCE

1. Letter from the Corps of Engineers to State Historic Preservation Office regarding Section 106 Concurrence for the Institute Property Dated September 19, 2022
2. Senator Murkowski Notice of Working Waterfronts Framework

H. NEW BUSINESS

1. Discussion of Accessory Dwelling code

Carol: Right now, our code is set up where you have to have enough square footage to subdivide parcels if you want two dwellings on the same property. Asking the commission on how they'd want to proceed.

Terri: Requiring a maximum size for the second dwelling.

Carol: If that structure is going to live on that property, it needs to have a permanent foundation.

Terri: In my mind, what we discussed would be a stick built or modular home.

Don: We need to develop a lot size for these specific homes. Meaning, you need to have x square feet of room in your lot size, with y feet space between each structure or your primary residence.

Terri: I don't have a problem adding an accessory building to a lot with a primary residence. They can share a driveway, water, sewer, etc. Separate meters should be required. Size should be dependent on the lot size.

2. Discussion of Comprehensive Plan Updates - Chapter 5 Transportation and Chapter 6 Land Use

Don: When it comes to transportation, isn't there some unique ideas you can use to combine the utilities beneath the road with the road itself.

Carol: Utility and road applications are separate.

Apryl: Work with the tribe and use their sources.

Carol: We have had conversations. We don't have the funding sources and the tribe has access to so many different funding sources.

Apryl: The tribe needs to use their funding in a certain amount of time as well. Can we reach out to the tribe and have them participate with us? (Yes)

3. Update and discussion of the 6 mile deep water industrial site (former mill site)

Don: Who would be considered a neutral party?

Carol: A facilitator that knows the community but could diffuse any issues if necessary.

I. OLD BUSINESS

J. PUBLIC COMMENT

K. COMMISSIONERS' REPORTS AND ANNOUNCEMENTS

L. ADJOURNMENT

Adjournment: 6:57pm



City and Borough of Wrangell
Planning and Zoning Commission
AGENDA

Item 1.

Wednesday, November 09, 2022
5:30 PM

Location: Borough Assembly Chambers
City Hall

PZ 11/9/22
5:30 PM

A. CALL TO ORDER / ROLL CALL

Call to order 5:30pm

Present: Jillian Privett, Apryl Hutchinson, Don McConachie

Also present: Staff Robbie Marshall and Carol Rushmore (phone)

B. AMENDMENTS TO THE AGENDA

C. CONFLICTS OF INTEREST

D. APPROVAL OF MINUTES None

E. PERSONS TO BE HEARD

F. CORRESPONDENCE

G. NEW BUSINESS

1. Final plat approval of Trust Land Survey 2019-03, aka Woodbury Subdivision, a subdivision of Lot 2 of Trust Land Survey 2018-11, aka W-4 Subdivision, creating Lots 2A and 2B, zoned Timber Management, requested by Brett Woodbury, owned by the Alaska Mental Health Land Trust

Moved by Privett to approve the final plat

Second by Hutchinson

Approved Unanimously

2. Variance permit application request for a reduction in the side and back yard setback requirements for a greenhouse Lot A-1 Henson Replat (Plat No. 2022-10), zoned Rural Residential I, owned by Steve and Terri Henson

Open Public Hearing

Close Public Hearing

Move by Privett to approve findings of fact and the Variance request for a 5 foot side yard setback (10 foot setback reduction) and a 15 foot back yard setback (5 foot reduction) for a green house structure

Second by Hutchinson

Approved Unanimously

3. Variance permit application request for a reduction in the side yard setback requirements for a storage shed on Lot 18, USS 3398, zoned Rural Residential I, owned by Paul J. Huerta

Open Public Hearing

Jordan Glass: Live on north side of Paul's property line. Repeatedly told the owner to cease and desist with his construction as he encroached onto my property. I request that the request be rejected.

Paul Huerta: Rebuilding a structure on property after my barn caught fire in the past. Was told I need a variance application regardless of working to construct within the ordinance. Believes that the person that makes the accusation must generate proof. Mr. Huerta shows pictures and evidence of him being within his property lines. Produced an old asbuilt survey from Greg Scheff in 2003 showing where the property lines are of the old barn. I am building in the same location.

Close Public Hearing

Hutchinson moves to approve the variance request for a reduction in the side yard setback per the 2003 asbuilt

Privett Seconds

Approved Unanimously

4. Micony, LLC request to purchase tidelands Parcel 02-026-301 Lot 6 of Block 84D (28,936 square feet) and Parcel 02-026-303 Lot 7 of Block 84D (8766 square feet)

Privett Moves to recommend to the Assembly that the requested tidelands be purchased by Micony LLC, modifying the boundary by moving the northeast outer corner of the tidelands toward shore at least 20'.

Hutchinson Seconds

Approved Unanimously

5. Approval of Hazard Mitigation Plan Annual Maintenance plan updates

Privett Move to approve the recommended annual maintenance updates to the plan

Hutchinson Seconds

An annual review an changes or updates required annually. A new plan is required every five years.

Approved Unanimously

H. OLD BUSINESS

I. PUBLIC COMMENT

J. COMMISSIONERS' REPORTS AND ANNOUNCEMENTS

K. ADJOURNMENT

City and Borough of Wrangell

Agenda G1

Date: January 6, 2023

To: Planning and Zoning Commission

From: Carol Rushmore, Economic Development Director

Re: James D. Leslie request to purchase tidelands, Lot 15, Block 1-A, ATS 83

Background: James Leslie was assigned the lease in June 2021 from his mother and is now requesting to purchase.

Recommended Motion: Move to recommend to the Assembly that the requested tidelands be purchased by James D. Leslie

Findings of Fact:

James D. Leslie has requested to purchase the tideland parcel on the corner of Lynch Street and Brueger Street. The Leslie family has leased the tidelands since 2001 and the property has been leased since 1978. The parcel is zoned Commercial and currently houses the chiropractor's office on the ground floor and residential on the second floor. The tideland parcel is entirely land locked with City Hall across the street and other businesses surrounding it. The tidelands were filled close to 50 years ago. ..

The purchase of the tideland will create additional tax revenue for the Borough. It provides the applicant ownership rather than possessory interest (lease) ownership which is more attractive for lenders.

The parcel will need to have an appraisal. There will be a 30 day public notice period and a public hearing at the Assembly. The Port Commission met January 5, 2023 to review the request. Their interest is because the land is considered tidelands, even though there is no direct relation to Port Properties. The Port Commission recommended to the Assembly to sell the tidelands.

Wrangell Assembly members,

I would like you to take my request to purchase the tideland into consideration. The land I am requesting to purchase from the city is Lot 15, Block 1-A, Alaska Tidelands Survey 83. This lot has been leased as tidelands since 1978. I had the lease transferred to me, from my mother in the winter of 2021, with an expiration date of December 13, 2032.

There is a building owned by me on the land leased from the city. The building is currently being leased as both commercial space, and residential. I operate a rental company as J. Leslie Rentals, Alaska Business License # 2086999. Owning a building on leased land has made it difficult to conduct business. To obtain loans, lines of credit, potential future sales of the building are very difficult due to banks not willing to work with parties on leased land.

At one time, the location was tidelands. The landscape of down town Wrangell has changed over the years. Now the lot is approximately 100 yards from the tidelands, with city hall between the lot and the tide line. Under sections (A 16.12.030) of Sale of tidelands, Tidelands is defined as those tide and submerged lands, conveyed by the state of Alaska the the then-City of Wrangell pursuant to AS 38.05.820.

For the reasons stated above, I believe the lot should be considered to be sold.

Thank you,

James D. Leslie II

TIDELANDS LEASE AGREEMENT

This Assigned Lease Agreement ("Agreement") is made effective as of June 9th, 2021 ("Effective Date") between James D. Leslie, whose mailing address is P.O. Box 1978, Wrangell, AK 99929 ("Lessee"), and the City and Borough of Wrangell, a municipality, whose mailing address is P.O. Box 531, Wrangell, AK 99929 ("Borough" or "Lessor") (each a "Party" and collectively, the "Parties").

WHEREAS, the Borough owns the property described below; and

WHEREAS, the Borough wishes to lease this parcel of land to James D. Leslie; and;

The Borough and Lessee desire to enter into a Lease Agreement with respect to the following described property hereinafter referred to as the Premises which is depicted in Attachment A and is more particularly described as follows:

LEGAL DESCRIPTION

**Lot 15, Block 1-A, Alaska Tidelands Survey 83, Wrangell Recording District, First
Judicial District, State of Alaska.**

**EXCEPT THAT PART THEREFROM 228.0 square feet utilized by the City &
Borough of Wrangell for concrete sidewalk.**

The Borough Assembly approved the assignment of Tidelands Lease from Wilma Leslie to James D. Leslie on June 8, 2021.

1. **LEASE TERM.** The term of this Lease shall begin on the date of approval of the Assignment, June 8, 2021, and shall continue until December 13, 2032. ("Lease Term"). The expiration or termination of the Lease Term shall not terminate or otherwise extinguish any liability or obligation (including, without limitation, defense, and indemnification obligations) of either Party hereto involving any act, omission, breach, or default occurring prior to such expiration or termination. In accordance with WMC 16.08.070, leases under this chapter may be issued for a maximum initial period of 21 years, and may provide for not more than six, five-year renewal options. The assembly will approve or reject the negotiated lease. No rights to new leases or new use of tidelands or submerged lands may arise until the assembly approves a final written lease. Nothing in this chapter requires the borough assembly to accept any lease.
2. **RENTAL.** During the first year (2021-2022) of the Assigned Lease Term, Lessee shall pay the Borough rent for the Premises ("Rent") in the amount of One Thousand Six Hundred Fifty (\$1,650.00), plus tax, per year, billed annually and due at the start of each subsequent year of the term, with the annual payment due on or before June 1st of each year. Lessee shall pay all property taxes assessed against the leased Premises.

3. In accordance with WMC 16.08.110 and 16.08.120 the annual Rent payable pursuant to any Lease issued under the provisions of this chapter shall be subject to adjustment by the Assembly on the fifth anniversary of the date of the Lease and each anniversary date thereafter which is divisible by the number five. The next fifth anniversary date of this Assigned Lease is 2022. All adjusted rates shall be computed at six percent of the fair market value of the land and improvements owned by the Borough and leased thereunder. Such value shall be determined by an appraisal made by the Borough assessor, or contract appraiser, and reviewed and determined by the Assembly as provided in WMC 16.08.040 and 16.08.120.

4. OPERATION AND MAINTENANCE

- a. Lessee shall keep and maintain the leased premises in good and substantial repair and condition. This Lease shall be subject to any rights of the public under the Public Trust doctrine.
- b. Lessee shall pay all taxes, fees, or assessments as may be required.
- c. Lessee shall not suffer or permit any lien to be filed against the Premises or Lessee's leasehold interest, by reason of work, labor, services or materials performed for or supplied to Lessee or anyone holding the Premises or any part thereof under Lessee. If any such lien is filed, Lessee shall cause the lien to be discharged of record at least (30) days prior to any scheduled lien foreclosure sale. If the Lessee fails to discharge the lien within 30 days, such failure constitutes a material breach of the lease and a default.

5. TERMS AND CONDITIONS

- a. Lease Utilization. Leases shall be utilized solely for the purposes within the scope of the lease. Development for other use without the express consent of the borough assembly shall constitute a violation of the lease. The Borough Assembly shall require a development plan to be submitted and followed by the Lessee. Failure to develop the land consistent with the development plan constitutes grounds for cancellation of the Lease at the option of the Borough Assembly.
- b. Subleasing and Assignment. No Lessee of Borough tidelands shall sublease or assign their Lease or any interest therein without the prior written consent of the Borough Assembly. Consent to sublease or assign shall not be unreasonably withheld, but shall be granted in all cases, where the Borough Assembly finds that the assignment or sublease will not be detrimental to the interest of the Borough in the development of Borough tidelands.
- c. Modification. No Lease under this chapter may be modified orally or in any manner other than by a Lease Amendment approved by the Borough Assembly and signed by all parties thereto or their respective successors in interest.
- d. Required Improvements. Each Lease shall contain a requirement that the Lessee construct improvements suitable for the use of which the land is classified of a

specified minimum value within two years from the date of the Lease and that a Corps of Engineers permit shall be obtained prior to construction when required. Improvements in the limited context of the tidelands leasing provisions may include a parking lot with fill or surfacing, drainage, ingress and egress as the Assembly shall require. The applicant shall be notified of the amount of the minimum annual Rent and the value of the improvements required to be constructed thereon.

e. Indemnification and Insurance

1. Indemnification of Lessor. Lessee agrees, to the fullest extent of the law, to indemnify, defend and hold Lessor harmless against and from any and all claims, actions and proceedings of any kind and any nature by or on behalf of any person, entity or corporation, arising from the conduct or management of or from any work or thing whatsoever done in or about the leased Premises, or arising out of or related in any way to the Lessee's use of the Premises, beginning on **June 8, 2021** regardless of when such claims may have occurred, arose or accrued, which in any way relate to the leased premises, including, without limitation, in connection with hazardous materials. Lessee also agrees to indemnify, defend and save Lessor harmless against and from any and all claims arising during the lease term from any condition of the leased property. Lessee also agrees to indemnify, defend and hold harmless Lessor from any and all claims, including but not limited to physical injury, death, property damage, special damages, consequential damages, expenses, costs, and attorneys' fees, directly or indirectly arising out of, in connection with, or incident to the operation of the leased Premises or arising from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed, pursuant to the terms of this lease, or arising from Lessee's failure to comply with any law, ordinance or regulation of any governmental body, or arising from any negligent act or omission of Lessee or any of its agents, contractors, servants, employees, licensees, guests and sublessees and any agents, contractors, servants, employees, licensees and guests of its sublessees. Lessee's obligation to defend, indemnify and hold Lessor harmless shall include Lessee's payments of reasonable actual attorneys' fees.
2. Insurance. Lessee shall provide to the Borough a certificate of insurance showing that the Lessee has obtained at least one million dollars (\$1,000,000.00) general liability insurance, which covers the Lessee's operations on the leased Premises. Lessee shall provide the Certificate of Insurance, naming the Borough as an additional insured, at the time of the Effective Date of the lease. Failure to maintain such insurance shall constitute a material breach of the terms and conditions of the Lease and a default. Lessee shall notify the Borough twenty (20) days before the policy is canceled or terminated and unless the Lessee provides a new Certificate of Insurance within 30 days of cancellation or termination, the Borough may immediately terminate

this Lease without further notice at its sole option. Any violation of this provision constitutes a material breach of the lease.

3. Hazardous Waste Responsibility and Indemnification. Lessee represents and warrants that the leased Premises will never be used for the generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance. The term "Hazardous Waste or Substance" means hazardous or toxic substances, materials or wastes, including but not limited to any substance, material or waste which is (i) petroleum; (ii) asbestos; (iii) polychlorinated biphenyls (PCBs); (iv) toxic or hazardous substances as defined in Alaska Statute 18.60.105 or 46.03.826, and associated regulations; (v) designated as a "Hazardous Substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. ' 9601, et. seq.; (vi) designated as a "Hazardous Waste" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. ' 6901, et. seq.; (vii) designated as a "Hazardous Substance" under the Clean Water Act, 33 U.S.C. ' 1321, or listed pursuant to 33 U.S.C. § 11317; (viii) listed by the U.S. Department of Transportation at 49 C.F.R. Part 302; and (ix) any other substance, waste or material which is regulated as hazardous or dangerous by any Federal, State or local agency. Lessee agrees to hold Lessor harmless and to indemnify and defend Lessor against any and all claims and losses resulting from Lessee's breach of this section, including, but not limited to, any loss, damage, liability, cost, or expense, including reasonable actual attorneys' and consultants' fees and expert fees, and including without limitation (i) any claims of third parties for personal injury, death, property damage, or other harm, and (ii) any response costs, costs of remedial, restoration or clean-up actions, fines suffered or incurred by Lessor arising out of or related to the presence of hazardous materials in, on, or under the property, or out of any such use of the property, or due to the incorporation of such materials. This obligation to indemnify, defend and hold Lessor harmless shall survive the term of this Lease and include any claim, cause of action or administrative regulatory enforcement action in which Lessee or Lessor are determined or alleged to be a potentially responsible Party.

f. Cancellation or Forfeiture of Leases.

1. Leases in good standing may be canceled in whole or in part at any time upon written agreement between the Lessee and the Borough.
2. If the Lease should be terminated because of any breach by the Lessee, as provided in this chapter, the annual Rent payment last made by the Lessee shall be forfeited and retained by the Lessor.
3. A Lease may be canceled if the leased Premises are used for any unlawful purpose.

4. If the Lessee shall be in default in the performance, observance, or conditions of any of the lease terms, covenants, or stipulations thereto, or of valid regulations enforced, the Borough Manager may immediately take appropriate action, including but not limited to cancellation of the lease. No improvements may be removed during any time the Lessee is in default. The Lease shall terminate automatically on December 13, 2032.
- g. Remedies Cumulative. The specified remedies to which the Borough may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Borough may lawfully be entitled in case of any breach or threatened breach by Lessee of any provision of this Agreement. In addition to the other remedies provided in this Agreement, the Borough shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions, or provisions of this Agreement.
 - h. Notice or Demand. Any notice or demand which must be given under the terms of a Lease under this chapter may be given, in writing, by registered or certified mail addressed to the other party at the address shown on the Lease. Notice shall be deemed given when deposited in the United States Postal receptacle.
 - i. Entry and Reentry. In the event the Lease is terminated, or in the event that the leased Premises, or any part thereof, are abandoned by the Lessee during the Lease Term, the Borough or its agents or representative, may, immediately or any time thereafter, reenter and resume possession of the Premises and remove all persons and property either by summary proceedings or by a suitable action or proceeding at law without being liable for any damages to the Lessee or any other person or entity. No reentry by the Borough shall be deemed an acceptance of a surrender of the Lease.
 - j. Re-Lease. In the event that the Lease is terminated, the Borough may offer the Premises for lease or other disposal in accordance with the Borough code.
 - k. Forfeiture of Rental. In the event that the Lease is terminated because of any breach by the Lessee, the monthly Rent payment last made by the Lessee shall be forfeited and retained by the Borough.
 - l. Written Waiver. The receipt of Rent by the Borough with knowledge of any breach of the Lease by the Lessee, or of any default on the part of the Lessee in observance or performance of any of the conditions or covenants of the Lease, shall not be deemed to be a waiver of any provision of the Lease. No failure on the part of the Borough to enforce any covenant or provision contained in this Agreement, nor any waiver of any right by the Borough unless in writing, shall discharge or invalidate the covenants or provisions of this Lease or otherwise affect the right of the Borough to enforce the Lease in the event of any subsequent breach or default. The receipt by the Borough of any other sum of money after the termination in any

manner, of the Lease Term or after the giving by the Borough of any notice to effect termination, shall not reinstate, continue or extend the resultant Lease Term or destroy or in any manner impair the efficiency of any such notice or termination as may have been given by the Borough to the Lessee prior to the receipt of any sum of money or other consideration, unless so agreed to in writing and signed by the Borough Manager.

- m. Expiration of Lease. Unless the Lease is renewed or sooner terminated, as provided herein, the Lessee shall peaceably and quietly leave and surrender to the Borough all the leased Premises on the last day of the term of the Lease.
- n. Renewal of Lease.
 - 1. Upon the expiration of the Lease Term or the cancellation of the Lease by mutual consent of the Borough and the Lessor, the Borough may grant a new Lease to the Lessee provided:
 - i. Lessee makes written application at least ninety (90) days prior to expiration of the lease term;
 - ii. The Lessee is not in default under the Lease;
 - iii. The use to which the land is to be put is compatible with the current use classification and zoning provisions of the Borough code;
 - 2. This Lease does not grant to the Lessee any renewal preference or right to a renewal of the Lease or to a new Lease and the Lessee has no right to a renewal of the Lease or to a new Lease.
- o. Removal or Reversion of Improvements Upon Termination of Lease. Improvements owned by the Lessee may within sixty (60) calendar days after the termination of the lease be removed by the Lessee, provided, such removal will not cause injury or damage to the lands or improvements on the Premises. All periods of time granted the Lessee to remove improvements are subject to the Lessee paying to the Borough pro rata lease rentals for such periods. If any improvements and/or chattels are not removed within the time allowed, such improvements and/or chattels shall revert to, and absolute title shall vest in, the Borough.
- p. Compliance with Regulations and Code.
 - 1. The Lessee shall comply with all regulations, rules, the Borough code and with all state and federal regulations, rules, and laws.
 - 2. The Lessee shall comply with all provisions of the Borough code which are promulgated for the promotion of sanitation, life safety and public health. The leased Premises shall be kept in a neat, clean and sanitary condition, and every effort shall be made to prevent pollution.

Mayor, consultant, or attorneys. Lessee acknowledges and agrees that Lessee has had full opportunity to consult with Lessee's own attorney before entering this Lease.

10. **NOTICE.** All notices and requests in connection with this lease shall be in writing and shall be addressed as follows:

City and Borough of Wrangell
Attn: Borough Manager
P.O. Box 531
Wrangell, Alaska 99929

James D. Leslie
P.O. Box 1978
Wrangell, Alaska 99929

IN WITNESS WHEREOF, the parties hereto have executed this lease as of the date first written above.

City of Borough of Wrangell

By:

Name: James D. Leslie

Title:

Date:

By:

Name: Stephen Prysunka

Title:

Borough Mayor

Date:

APPROVED AS TO FORM:

Levesque Law Group
Attorneys for City & Borough of Wrangell

By:

Joseph N. Levesque

3. **Fire protection.** The Lessee shall take all reasonable precaution to comply with provisions of the Borough code concerning fire protection applicable to the area of the leased Premises.
 - q. **Inspection:** The Lessee shall allow an authorized representative of the Borough to enter the leased land at any reasonable time for the purposes of inspecting the land and improvements thereon.
 - r. **Use of Material.** All coal, oil, gas and other minerals, and all deposits of stone, earth or gravel valuable for extraction or utilization, are reserved by the Borough and shall not be removed from the land except with written permission of the Borough. The Lessee shall not sell or remove for use elsewhere any timber, stone, gravel, peat moss, topsoil, or any other material valuable for building or commercial purposes; provided, however, that material required for the development of the leasehold may be used, if its use is first approved by the Borough in writing.
 - s. **Rights-of-Way.** The Borough expressly reserves the right to grant easements or rights-of-way across leased land if it is determined in the best interest of the Borough to do so. The Lessee whose land such easements cross shall be entitled to damages for all improvements destroyed or damaged.
 - t. **Warranty.** The Borough does not warrant by its classification or leasing of land that the land is ideally suited for the use authorized under the classification or Lease and no guaranty is given or implied that it will be profitable to employ land to be used by the Lessee.
6. **ENTIRE AGREEMENT.** This Lease Agreement contains the entire and integrated agreement of the parties and supersedes all other prior Leases, Agreements, and oral or written communications or negotiations. If any term of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be valid and binding upon the Parties. This Agreement shall be binding upon the Parties and upon their respective executors, administrators, legal representatives, successors and assigns.
 7. **GOVERNING LAW, JURISDICTION AND VENUE.** The Superior Court for the State of Alaska, First Judicial District at Wrangell, Alaska shall be the exclusive jurisdiction and venue for any action of any kind or any nature arising out of or relating in any way to this Lease Agreement and the use of the leased Premises.
 8. **TITLES AND HEADINGS.** Titles and headings to sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
 9. **REPRESENTATIONS BY LESSEE.** Lessee acknowledges and agrees that Lessee is not relying on any representations by any Borough employee, officer, Assembly member,


Mayor, consultant, or attorneys. Lessee acknowledges and agrees that Lessee has had full opportunity to consult with Lessee's own attorney before entering this Lease.

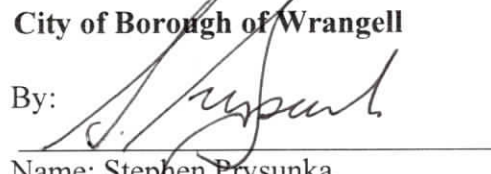
10. **NOTICE.** All notices and requests in connection with this lease shall be in writing and shall be addressed as follows:

City and Borough of Wrangell
Attn: Borough Manager
P.O. Box 531
Wrangell, Alaska 99929

James D. Leslie
P.O. Box 1978
Wrangell, Alaska 99929

IN WITNESS WHEREOF, the parties hereto have executed this lease as of the date first written above.

By: 
Name: James D. Leslie
Title: Owner
Date: June 9, 2021

City of Borough of Wrangell
By: 
Name: Stephen Prysunka
Title: Borough Mayor
Date: 6-10-2021

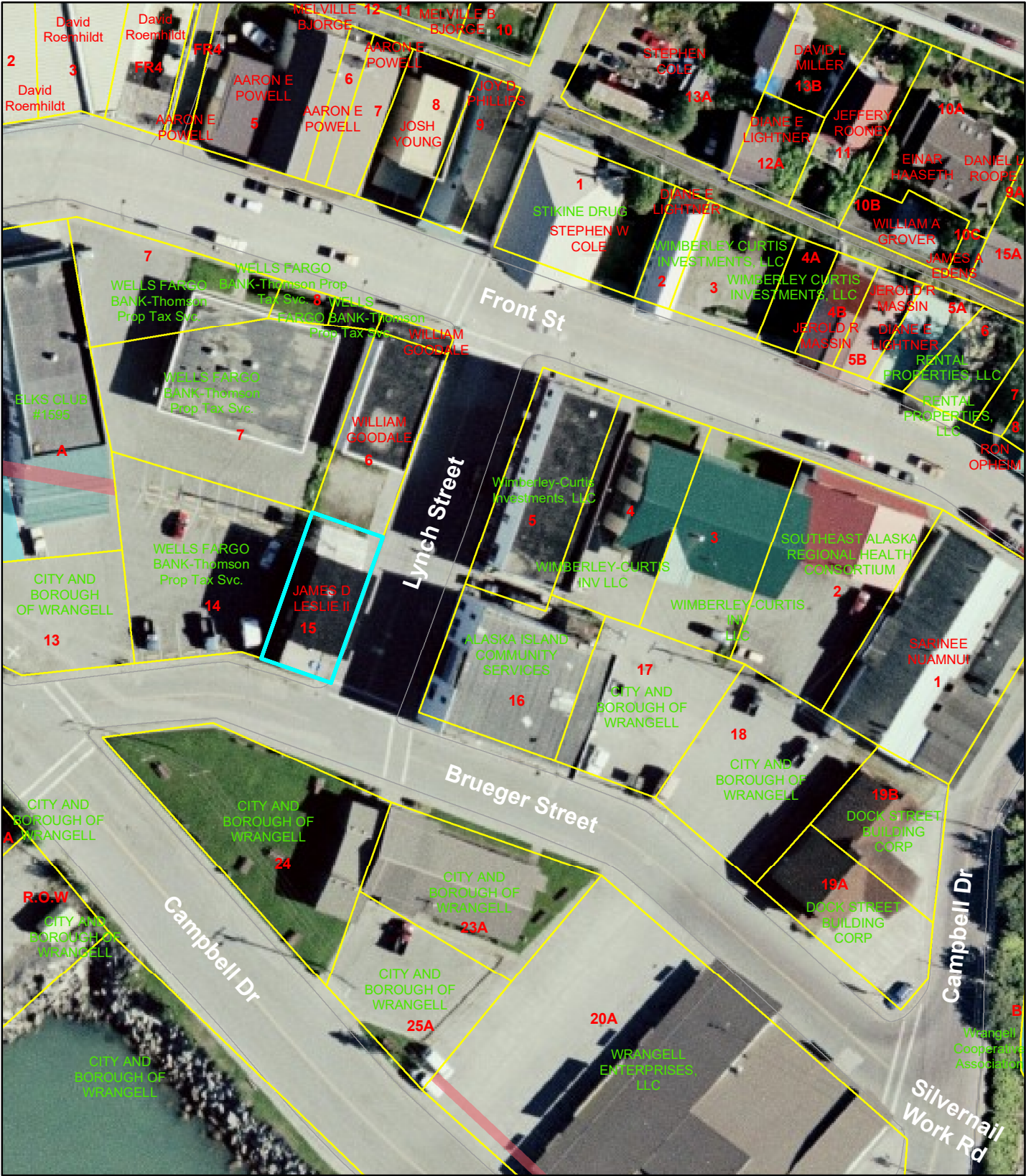
APPROVED AS TO FORM:

Levesque Law Group
Attorneys for City & Borough of Wrangell

By: _____

CITY AND BOROUGH OF WRANGELL, ALASKA

Item 1.



1 inch = 71.965459 feet
Date: 1/8/2023

Public Map



**DISCLAIMER: THESE MAPS ARE FOR PLANNING PURPOSES ONLY.
PROPERTY LINES ARE APPROXIMATE. AERIAL 2002.**

MEMORANDUM

**TO: HONORABLE MAYOR AND MEMBERS OF THE ASSEMBLY
CITY AND BOROUGH OF WRANGELL**

**FROM: Steve Miller
Port Director**

**SUBJECT: The Port Commission on January 5th, 2023, approved James D. Leslie II
request to purchase City and Borough tidelands Lot 15, Block 1-A Alaska
Tideland Survey 83**

DATE: January 9th, 2023

The Port Commission at their regular meeting of January 9, 2023, reviewed the request from James D. Leslie II to purchase the above tidelands. The Port Commission agreed that the Ports and Harbors had no interest or use for the now uplands requested to be sold to James D. Leslie II.

RECOMMENDATION:

The Port Commission voted to recommend to the Assembly to move forward with the sale of Borough Tidelands Lot 15, Block 1-A Alaska Tideland Survey 83.

City and Borough of Wrangell, Alaska

Item G2

Date: January 9, 2023

To: Planning and Zoning Commission

From: Carol Rushmore, Economic Development Director

Re: Presentation regarding potential development opportunity for the old hospital property

Staff had a meeting with individuals interested in purchasing the former hospital property. They have not yet made a formal proposal to the Borough but are interested in redevelopment of the former hospital site into a Senior Housing Facility. They are presenting their information to the Economic Development Committee and the Planning and Zoning Commission this week for feed back, concerns, questions and ideas prior to submitting a formal proposal to the Borough. This is an opportunity to ask questions, raise issues and discuss any concerns as it is related to zoning and impacts to the surrounding properties. No motion or recommendation is required at this meeting.

The presenters Jim Freeman and Kevin Jones have indicated they will do a power point and provide information ahead of time. Once that is received I will add it to this agenda information and email it out.

City and Borough of Wrangell, Alaska

Items G3-G6

Date: January 9, 2023

To: Planning and Zoning Commission

From: Carol Rushmore, Economic Development Director

Re: Review of DRAFT Zoning Codes

Items G3- through G6 are the draft codes and one modified code that the Commission has been working on over the last year. The attorneys reviewed the drafts and have provided comment. I have also read back through them and highlighted or marked a few areas for discussion during the meeting. Once the Commission determines they are in good order, a public hearing on each will need to be held prior to a making a final recommendation to the Assembly.

City and Borough of Wrangell
Single Family Medium Density Zoning District
Chapter 20.4X

Chapter 20.244X

SFMD - Single Family Residential – Medium Density District

Sections:

- 20.2442.010 Intent.
- 20.2442.020 Permitted principal uses and structures.
- 20.2442.030 Permitted accessory uses and structures.
- 20.2442.040 Conditional uses.
- 20.2442.050 Prohibited uses and structures.
- 20.2442.060 Minimum lot requirements.
- 20.2442.070 Minimum setback requirements.
- 20.2442.080 Maximum lot coverage by all buildings and structures.
- 20.2442.090 Maximum height of buildings and structures.
- 20.2442.100 Required off-street parking and loading.
- 20.2442.110 Signs.

20.24.010 Intent.

The Single Family Residential–Medium Density District (SFMD) is intended to include lands away from the core town area that are specifically for one and two family dwelling units but with larger required minimum land size and area restrictions. Public utility services are a requirement for this district. It is expected that the lands either provide a full range of public services, including sewers, water, electricity and street drainage, or are intended to be provided with such services in the future. The district is primarily for residential development providing larger area for yards and allowable accessory structures.

20.24.020 Permitted principal uses and structures.

In the SFMD zone, the following uses and structures are permitted outright:

- A. Single-family dwellings, including manufactured and modular dwellings.
- B. Duplexes
- C. Home occupations
- D. A detached Accessory Dwelling Unit not to exceed 800 sq ft, including outside deck.

20.24.030 ~~A~~ Permitted accessory buildings and uses ~~permitted and structures.~~

In a SFMD zone, the following accessory buildings and uses ~~and structures,~~ when customarily incidental and subordinate ~~which are incidental~~ to the permitted principal uses and structures listed in Section 20.24.020, are permitted:

Commented [MDH1]: Why “living unit” instead of “dwelling unit,” which is defined in WMC 20.08.260?

Commented [CR2R1]: Fixed

Commented [MG3]: Is this an accessory dwelling unit.

Commented [CR4R3]: Need to discuss

Commented [MDH5]: Using language from definition of “accessory building” in WMC 20.08.030.

Commented [MG6]: Any definition?

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City and Borough of Wrangell
Single Family Medium Density Zoning District
Chapter 20.4X

- A. Accessory buildings in conjunction with a permitted or conditional use such as a private garage, workshop or greenhouse;
- B. Automobile parking in conjunction with the permitted or conditional uses;
- C. Private outside storage in yards of not more than a total of three of the following: truck up to one ton, boat, recreational vehicle, off-highway vehicle, maintained in a safe and orderly manner and separated by at least ten feet from any property lines;
- E. Nets, gear and equipment must be stored inside an enclosed building;
- F. Parks, playgrounds and greenspace.

20.24.040 Conditional uses.

In the SFMD zone, ~~the following uses are authorized by a conditional use permit granted by the Planning Commission in accordance with WMC 20.68 subject to the conditional use provisions of this title, the following uses or structures may be permitted:~~

- A. In home childcare services;
- B. In home church services;
- C. Condominiums, townhouses, cluster housing and planned unit developments;
- D. Municipal uses such as fire stations or sewer lift stations;
- E. Vacation Rental Dwellings or Bed and Breakfast Inns

Commented [MG7]: This needs a citation.

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20.24.045~~50~~ Prohibited uses and structures.

A. In the SFMD district, any use or structure which is not specifically authorized under WMC 20.24.020-040~~not of a character indicated under permitted principal uses and structures or permitted as a conditional use~~ is prohibited.

- B. Any personal or commercial use which causes or may reasonably be expected to cause excessive noise per WMC 9.08.085.
- C. Co-generation facilities.
- D. Auto and boat repair services
- E. Conex/Container Vans
- F. Travel Trailers, Recreational Vehicles and mobile homes as permanent residences.

Commented [MDH8]: Matches defined term in 20.08.720.

Commented [MDH9]: Matches defined term in 20.08.100

Commented [MDH10]: Should these be listed separately? Several listed uses are grouped together, but it's unclear why.

City and Borough of Wrangell
Single Family Medium Density Zoning District
Chapter 20.4X

G. Outside storage of broken/ non working vehicles, boats, nets, gear or equipment.

Commented [MDH11]: With the way I re-worded "A," is there a need to list specific uses and structures that are not allowed?

20.20.050 Standards.

The standards found in Chapter 20.52 WMC applicable to this district are:

- A. Standards policies: WMC 20.52.005;
- B. Principal structures per lot: WMC 20.52.010;
- C. Traffic vision impediments: WMC 20.52.020;
- D. Distances between buildings: WMC 20.52.030;
- E. Air, land and water quality: WMC 20.52.040;
- F. Volatile products storage: WMC 20.52.050;
- G. Noise: WMC 20.52.060;
- H. Airport interference: WMC 20.52.070;
- I. Building height: WMC 20.52.080;
- J. Density – Minimum lot size: WMC 20.52.090;
- K. Coverage – Minimum open areas: WMC 20.52.100;
- L. Setbacks – Yards: WMC 20.52.110;
- M. Drainage: WMC 20.52.150;
- N. Dredge and fill: WMC 20.52.160;
- O. Home occupations: WMC 20.52.170;
- P. Mobile homes and mobile home parks – Defined: WMC 20.52.180;
- Q. Off-street parking: WMC 20.52.190;
- R. Signs: WMC 20.52.210;
- S. Traffic generation: WMC 20.52.230;
- T. Recreation: WMC 20.52.250;
- U. Firewood storage: WMC 20.52.260;

{01339781} Ver. 4-21-2021

City and Borough of Wrangell
Single Family Medium Density Zoning District
Chapter 20.4X

V. Animal establishments: WMC 20.52.270. [Ord. 867 § 1, 2013; Ord. 785 § 9, 2006; Ord. 586 § 5, 1993; Ord. 486 § 6, 1985; Ord. 462 § 6, 1984.]

W. Vacation Rentals

X. Bed and Breakfasts

The following are Standards.... Identified here as part of the zoning district for ease of reading. The Zoning Code currently places all standards in a Chap.20.50 rather than part of the zone, thus these will need to be incorporated appropriately within the Ch20.50 if we remain consistent.

20.24.060 Minimum lot requirements.

In the SFMD district:

- A. The minimum lot width is ~~Lot width: 100~~ one hundred feet.
- B. ~~Lot Area~~—The minimum lot area is 15,000 square feet.
- C. ~~— Only one Minimum Lot Area for a single detached accessory dwelling unit is allowed per living unit lot. — One unit per each 15,000 square feet of property is allowed.~~

20.24.070 Minimum setback requirements.

In the SFMD district, the minimum setback requirements are:

- A. Front yard: twenty feet.
- B. Side yard abutting another lot: ten feet. For a corner lot, the side yard adjacent to the right-of-way can be 15 feet.
- C. Rear yard: fifteen feet.
- D. Exceptions. Accessory structures, such as a storage shed or greenhouse, two hundred square feet or less, and not on a permanent foundation, may encroach into the rear and side yard setbacks only; provided, the structure is located on the back twenty-five percent of the parcel and is a minimum of five feet from both the rear and side lot lines.

20.24.080 Maximum lot coverage by all buildings and structures.

In the SFMD, buildings and structures may cover a maximum of A. — Fifty percent of the lot.

City and Borough of Wrangell
Single Family Medium Density Zoning District
Chapter 20.4X

20.24.090 Maximum height of buildings and structures.

Principal buildings and structures shall not exceed thirty feet in height, as long as the roof line can be reached by the ladders of the VFD.

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Commented [MG12]: What's the practical effect here?

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Commented [MG13]: Do the definitions go to a separate section?

Add Definitions:

Recreational vehicle means a vehicle primarily designed and intended as temporary living quarters for recreation, camping, or travel uses, which either has its own motive power or is mounted on or drawn by another vehicle for moving from one location to another without a change in structure or design, and identified or required to be identified by a license number, registration number, serial number, or motor number for operation on state highways.

Travel Trailer, similar to a recreational vehicle, designed and intended as temporary living quarters for recreation, camping, or travel uses, which either has its own motive power or is mounted on or drawn by another vehicle for moving from one location to another without a change in structure or design.

Mobile home (Part of this is existing code, red new) "Mobile home" means any coach, motor home, trailer, or other vehicle or structure built prior to or after 1979 or less than 24 feet in width designed or intended for or capable of human dwelling or sleeping purposes which is mounted on a chassis with wheels or supports and capable of being moved by its own power or transported by a vehicle, where such mobile home is used or intended for permanent occupancy. Any Mobile home that is not built to the Manufactured Home Construction and Safety Standards (HUD Code) shall only be located in Mobile Home Parks.

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Trailer means a utility structure standing on wheels, towed or hauled by another vehicle, carrying materials, goods or objects.

City and Borough of Wrangell
Rural Commercial Zoning District
Chapter 20.4X

Chapter 20.42X

RC - Rural Commercial District

Sections:

- 20.42.010 Intent.
- 20.42.020 Permitted principal uses and structures.
- 20.42.030 Permitted accessory uses and structures.
- 20.42.040 Conditional uses.
- 20.42.050 Prohibited uses and structures.
- 20.42.060 Minimum lot requirements.
- 20.42.070 Minimum setback requirements.
- 20.42.080 Maximum lot coverage by all buildings and structures.
- 20.42.090 Maximum height of buildings and structures.
- 20.42.100 Required off-street parking and loading.
- 20.42.110 Signs.

20.4224.010 Intent.

The Rural Commercial (RC) district is intended to provide services and facilities that complement and support the needs of residents within the Rural Residential and Single Family Medium Density District. It is intended to encourage the development of small and compact areas for convenience-business establishments which serve the daily needs of adjacent residential neighborhoods.

Commented [MG1]: vague

Commented [MG2R1]: Any definition?

20.4224.020 Permitted principal uses and structures.

In the RC district, the following uses and structures are permitted outright.

- A. An owner or manager's apartment, provided it is located above a commercially allowed enterprise;
- B. Barbershops and beauty shops;
- C. Drugstores;
- D. Eating and drinking establishments;
- E. Grocery and convenient stores;
- F. Laundromat;
- G. Retail stores.

City and Borough of Wrangell
Rural Commercial Zoning District
Chapter 20.4X

20.4224.030 Permitted accessory uses and structures.

In an RC district, ~~the following accessory buildings and uses, when customarily incidental and subordinate to the permitted principal uses and structures listed in Section 20.42.020, are permitted: the following uses and structures, which are incidental to the permitted principal uses and structures listed in Section 20.24.020, are permitted:~~

Commented [MDH3]: Using language from definition of “accessory building” in WMC 20.08.030.

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A. Accessory ~~buildings in conjunction with a permitted commercial use such as a greenhouse, or enclosed~~ storage building;

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20.4224.040 Conditional uses.

In a RC district, ~~the following uses are authorized by a conditional use permit granted by the Planning Commission in accordance with WMC 20.68: subject to the conditional use provisions of this title, the following uses or structures may be permitted:~~

A. Municipal uses such as fire stations or sewer lift stations;

B. ~~Licensed marijuana establishment facilities as follows: retail store, testing, limited indoor cultivation (fewer than 500 square feet under cultivation), and product manufacturing with the exception of solvent based manufacturing processes which are not allowed;~~

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Commented [MDH4]: Is there another part of the code that discusses marijuana facilities that we can reference here?

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C. Mobile food units.

20.4224.04550 Prohibited uses and structures.

A. In an RC district, ~~any use or structure which is not specifically authorized under WMC 20.42.020-040 is prohibited. any use or structure not of a character indicated under permitted principal uses and structures or permitted as a conditional use is prohibited.~~

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B. Any personal or commercial use which causes or may reasonably be expected to cause excessive noise per WMC 9.08.085.

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C. Auto and boat repair services

D. Conex/Container Vans

E. Recreational Vehicles

F. Outside storage of gear and equipment.

Commented [MDH5]: With the suggested revisions to “A”, is there a need to list the specific uses and structures that are not allowed?

20.4220.050 Standards.

The standards found in Chapter 20.52 WMC applicable to this district are:

Commented [MG6]: Review cites.

[01339788] Ver. 4-21-2021

City and Borough of Wrangell
Rural Commercial Zoning District
Chapter 20.4X

- A. Standards policies: WMC 20.52.005;
- B. Principal structures per lot: WMC 20.52.010;
- C. Traffic vision impediments: WMC 20.52.020;
- D. Distances between buildings: WMC 20.52.030;
- E. Air, land and water quality: WMC 20.52.040;
- F. Volatile products storage: WMC 20.52.050;
- G. Noise: WMC 20.52.060;
- H. Airport interference: WMC 20.52.070;
- I. Building height: WMC 20.52.080;
- J. Density – Minimum lot size: WMC 20.52.090;
- K. Coverage – Minimum open areas: WMC 20.52.100;
- L. Setbacks – Yards: WMC 20.52.110;
- M. Drainage: WMC 20.52.150;
- N. Dredge and fill: WMC 20.52.160;
- O. Home occupations: WMC 20.52.170;
- P. Mobile homes and mobile home parks – Defined: WMC 20.52.180;
- Q. Off-street parking: WMC 20.52.190;
- R. Signs: WMC 20.52.210;
- S. Traffic generation: WMC 20.52.230;
- T. Recreation: WMC 20.52.250;
- U. Firewood storage: WMC 20.52.260;
- V. Animal establishments: WMC 20.52.270.

W. Vacation Rentals

X. Bed and Breakfasts

Y. Mobile Food Units

{01339788} Ver. 4-21-2021

City and Borough of Wrangell
Rural Commercial Zoning District
Chapter 20.4X

The following are Standards.... Identified here as part of the zoning district for ease of reading. The Zoning Code currently places all standards in a Chap.20.50 rather than part of the zone, thus these will need to be incorporated appropriately within the Ch20.50 if we remain consistent.

20.4224.060 Minimum lot requirements.

In the RC District:

- A. The minimum lot width is ~~Lot width:~~ 40 feet ~~wide~~.
- B. The minimum lot area is ~~Lot Area:~~ 5000 square feet ~~ft~~.

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20.4224.070 Minimum setback requirements.

In the RC District, the minimum setback requirements are:

- A. Side setbacks: Five feet
- B. Front yard setback: Five feet
- C. Back yard setback: Fifteen feet

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20.4224.080 Maximum lot coverage by all buildings and structures.

A. In the RC District, buildings and structures may cover a maximum of sixty percent of the lot.

B. If a ~~shared parking area~~ is provided, buildings and structures may cover a maximum of seventy percent of the lot. A. ~~Maximum Lot coverage: Sixty percent (up to 70% if shared parking area is provided)~~

Commented [MDH7]: Do we need to define "shared parking area?"

20.4224.090 Maximum height of buildings and structures.

Principal buildings and structures shall not exceed thirty feet in height, except as otherwise provided in this title.

20.4224.100 Required off-street parking and loading.

Adequate off-street parking and loading spaces shall be provided in connection with any permitted use in accordance with the requirements set forth in Section 20.52.190 and could vary if shared public parking is provided.

City and Borough of Wrangell
Rural Commercial Zoning District
Chapter 20.4X

20.4224.110 Signs.

Signs no larger than 32 square feet, against the external building wall, are allowed. Lighted, neon or flashing signs are not permitted externally.

Add Definition:

20.08.525 Mobile Food Unit includes any restaurant or other stand, vehicle, cart or other movable structure or other means, by which food is sold to the public upon public streets, sidewalks, alleys or other public ways or rights-of-way, or upon private property not in a structure affixed to the land.

Commented [MG8]: Make sure the definitions are consistent.

City and Borough of Wrangell
Planned Unit Development and Cluster Subdivisions
Chapter 20.XX

Chapter 20.xx

PLANNED UNIT DEVELOPMENT AND CLUSTER SUBDIVISIONS

Sections:

Section XX.s Scope and Purpose

Section XX.s Applicability

Section XX.s Cluster development projects.

Section XX.s Ownership.

Section XX.s Procedure.

Section XX.s Concept plan.

Section XX.s Permitted construction.

Section XX.s Changes in concept plan.

Section XX.s Staged development.

Section XX.s Common space

Section XX.s Condominium developments.

Section XX.s Scope and Purpose

This chapter applies to all planned unit developments in the City. A planned unit development (PUD) is a device that allows a development to be planned and built as a unit, or as phased units, and permits flexibility and variation in many of the traditional controls related to density, land use, setback, open space and other design elements, and the timing and sequencing of the construction.

Planned unit development proposals shall include information regarding design and construction elements, common use facilities, open space, private housing and land management maintenance, ~~etc.~~, subject to requirements of the all-existing City and Borough of Wrangell city and borough code of ordinances, except as modified by this chapter to create development qualities different from those that result from conventional design. Planned unit development projects ~~Projects developed under the provisions of this chapter~~ should:

- A. ~~Propose~~Create an alternative method for property development ~~not involving other than~~ the strict application of subdivision standards to allow for combined residential and commercial development, mixed uses and densities, greater design features, and alternative land development techniques;
- B. Provide for ~~more~~ efficient use of land, resulting in ~~better~~ coordinated utility networks ~~networks of utilities~~ and safe ~~street~~ networks of streets, lower construction and maintenance costs to the general public, promotion of ~~ing~~ greater opportunities for public and private recreational open space, and ~~resulting in~~ lower construction and maintenance costs to the general public;

{01339824} Ver. 4-21-2021

City and Borough of Wrangell
Planned Unit Development and Cluster Subdivisions
Chapter 20.XX

- C. Encourage harmonious and coordinated development of the site, considering the natural features, community facilities, pedestrian and vehicular circulation in conformance with overall transportation plans, and the land use relationship with surrounding properties and the general community.
- D. Encourage innovative planning that results in projects that benefit the community, for example, through greater efficiency in land use, improved protection of open spaces, transportation efficiency, and housing choices;
- E. Encourage housing options for a range of household sizes, incomes, and lifestyles;
- F. Encourage mixed-use development and diversified employment opportunities;
- G. Promote an economic arrangement of land use, buildings, circulation systems, open space, and utilities;

Departure from the subdivision regulations and development standards requires a proposer to demonstrate that adequate provisions will be made for sufficient light and air, that the density of development is compatible with surrounding land uses, that pedestrian and vehicular traffic circulation systems are safe and efficient, that the development will progress in orderly phases, and that the public health, safety, and general welfare will be protected.

Section XX.s Applicability

PUDs are allowed in a zoning district only when authorized by the Wrangell Municipal Code provisions specifically applicable to that district. A PUD may consist of uses permitted or conditionally permitted in the zoning district where it is located. PUDs may only be developed on parcels one acre or larger in size.

Section XX PROCEDURE

PUDs which include conditionally permitted uses shall follow the conditional use permit application process in WMC 20.68. PUDs requiring and subdivision platting shall comply with the procedures in WMC 19.12 and 19.16. These procedures may include review and approval of a final plat by both the Planning Commission and the Assembly.

A. A conditional use permit application and a development plan for a PUD shall be submitted to the City and Borough for administrative review and recommendation to the Commission.

B. The PUD development plan shall include the following:

City and Borough of Wrangell
Planned Unit Development and Cluster Subdivisions
Chapter 20.XX

1. A narrative description of the purpose and object for the PUD as a whole and for any development areas it contains:
 - a. The uses to be allowed as principal, accessory, or conditionally permitted; and
 - b. The development standards that apply to lands contained within the PUD and development areas; and
 - c. Any specific development standards for all proposed uses; and
 - d. Such other requirements as may be applicable to the establishment of the particular district; and
 - e. Perimeter Requirement. Property adjacent to the perimeter proposed for nonresidential use and adjacent to property outside of the PUD area and within a residential zone shall maintain all specific setback or buffer requirements typically required for such uses when adjacent to property within a residential zone.
2. A surveyed map drawn to scale and showing the external boundaries of the PUD and the boundaries of any development areas contained within the PUD. Development areas shall be labeled so as to be differentiated in the narrative description.
3. A program of development outlining the stages of future development and the phase for current approval;
4. The time schedule for construction and completion of all stages and all phases;
5. A narrative description demonstrating the independence of each stage;
6. The general location and size of the area involved and the nature of the land owner's interest in the land to be developed;
7. The density of land use to be allocated to parts of the area to be developed;
8. The location, function, ownership and manner of maintenance of common open space for the management during construction; and management during each phase of development, the final management of the completed development;
9. The use, height, bulk and location of buildings and other structures;
10. A utilities and drainage plan;
11. The substance of covenants, grants of easements or other restrictions to be imposed upon the use of the land, buildings and structures, including proposed easements for public utilities and public access;

City and Borough of Wrangell
Planned Unit Development and Cluster Subdivisions
Chapter 20.XX

12. A plan showing parking; loading areas; snow removal and storage areas; the location and width of proposed streets and public ways; and the relationship of new or existing streets and other public facilities in proximity to the planned development;

13. In the case of plans that call for development over a period of years, a schedule showing the time within which application for final approval of all parts of the planned development is intended to be filed;

14. A list of all permits required from local, State and Federal agencies for the uses and site development proposed in the PUD;

15. Site plans sufficient to depict above listed requirements or other conditions required by staff;

16. A description of methods to be employed to assure maintenance of any common areas and facilities shall be submitted;

17. Where practical and safe, and where other means of access have not been provided, public access easements or dedications may be required to provide access to contiguous public lands or connections with existing or proposed non-motorized transportation corridors.

C. The Zoning Administrator will review the conditional use permit application and development plan to determine their completeness. After the initial review ~~by staff~~ the applicant may request a preliminary review ~~of the preliminary development concept~~ by the Planning and Zoning Commission to identify ~~any many of the~~ planning and platting complications posed by the development and to provide the applicant with an early indication of the platting board's concerns regarding the proposal before the applicant proceeds with extensive planning and engineering studies. If all information required is provided, the proposal may move forward following the conditional use permit application procedures.

D. Commission review.

a. The Commission will review the application and development plan according to provisions applicable to conditional use permits, planned unit developments and the zoning district in which the PUD is to be located.

b. If the Commission determines that the PUD development plan does not satisfy the conditional use permit standards and requirements or is not consistent with good design, efficient use of the site, or community standards, the Commission shall deny the application.

c. If the Commission determines that the PUD development plan does satisfy the conditional use permit standards and requirements, and is consistent with good design, efficient use of the site and community standards, the Commission may approve the development plan and a

City and Borough of Wrangell
Planned Unit Development and Cluster Subdivisions
Chapter 20.XX

conditional use permit with such modifications or conditions that it deems necessary to protect the public health, safety, and welfare of the community and the surrounding area.

d. ~~In any event, the~~ Commission shall issue a written decision regarding the PUD application setting forth ~~shall adopt written~~ findings of fact and conclusions that are supported by substantial evidence in the record and adequately set forth the basis for the decision.

E. Additional Review Criteria. The Commission shall employ the following review criteria ~~are~~ in addition to ~~the~~ Wrangell Municipal Code provisions related to conditional use permit application requirements and ~~the~~ subdivision requirements:

- (1) The design effectively provides for clustered buildings, mixed uses, or mixed housing types; ~~and~~
- (2) The development incorporates boundary buffers sufficient to separate adjacent property from dissimilar uses; ~~and~~
- (3) The configuration of the development provides for economy and efficiency in utilities, housing construction, streets, parking and circulation; and
- (4) The PUD must be integrated with surrounding land uses and minimize any negative impacts on them.

F. Commercial and industrial PUDs.

a. A PUD planned unit development that includes commercial, ~~noncommercial~~ or industrial uses shall comply with the following requirements and conditions:

1. The PUD site shall have direct access to an arterial or collector street.
2. Utilities, roads and other essential services must be constructed, installed and available for the immediate use of occupants of the PUD.

Commented [MDH1]: Do these terms need to be defined?

b. If the Commission determines that topographical or other barriers do not provide adequate privacy for uses adjacent to the PUD, the Commission may impose conditions to provide adequate privacy, including without limitation the one or both of following requirements:

1. Structures located on the perimeter of the PUD planned development must be set back a distance sufficient to protect the privacy of adjacent uses;
2. Structures on the perimeter of the PUD must be permanently screened by a fence, wall or planting, or other measures sufficient to protect the privacy of adjacent uses.

G. Preliminary Plat: The preliminary plat submittal shall contain the same information required in the regular platting procedure under WMC 19.12 and 19.16 ~~Section xx.xx~~, shall include the

City and Borough of Wrangell
Planned Unit Development and Cluster Subdivisions
Chapter 20.XX

concept plan and site conditions map, and shall ~~also~~ contain a written statement identifying all subdivision ordinance standards which are proposed to be modified. Draft covenants and restrictions shall be submitted with the preliminary plat.

H. Final Plat Approval. A final plat must follow the regular platting procedures and final plat standards except as modified by this chapter and may be submitted only after zoning changes, if any, have been completed. The final concept plan shall be submitted with the final plat. After receiving approval from the platting board, all ~~PUDs planned-unit developments~~ must receive final approval from the Borough Assembly. The Assembly shall:

1. ~~Consider whether to a~~Approve the plan and methods utilized to carry out the plan concept;
2. ~~Consider whether to a~~Approve the subdivision plat. Within 30 days of its decision, the Assembly shall issue a written decision setting forth findings of fact and conclusions that are supported by substantial evidence in the record and adequately set forth the basis for the decision, giving findings of fact and reasons for acceptance. Should the planned unit development be rejected, the council will adopt findings of fact and give reasons for such rejections within thirty days of its action.

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Section XX.s Cluster development projects.

A. Planned unit developments may include residential cluster development projects. ~~Cluster Development Projects which~~ permits the size of residential lots within a subdivision to be reduced below the minimum lot size required by the zoning district within which the subdivision is located; provided, that the average dwelling density of the entire subdivision does not exceed the density permitted by the applicable zoning and comprehensive plan classification.

1. The density and maximum lot coverage for the project area as a whole shall be the same as allowed for the zoning district where it is located, unless a variance is approved by the ~~C~~ommission.
2. All ~~of~~ such open space shall be dedicated to scenic or recreational purposes, ~~and~~ to be enjoyed in common by all residents of the development, their guests and where applicable, by the general public.

B. Advantages of such a cluster development is to allow residences in a portion or portions of the development site to be built at greater density than allowed in Title 20 of this code, but with substantially larger total open space to provide better use of land contours and protection and conservation of drainage channels, steep slopes and other environmentally sensitive areas within the subdivision; and a reduction in road and utility installation and maintenance costs.

All such cluster developments shall include provisions as follows:

Commented [MDH2]: This is more of a general commentary. It may work better in informational materials than in the code.

City and Borough of Wrangell
Planned Unit Development and Cluster Subdivisions
Chapter 20.XX

1. Appropriate provisions for continued use and maintenance of open areas. These provisions shall include a contract commitment between owners to maintain common areas, a provision for its administration and specification of uses. Equivalent provisions for the above may be accepted by the platting board.
2. The common areas shall be utilized primarily for in a feasible manner beneficial to the residents' use primarily, but consideration shall be given to the public's use as well.
3. If there are to be individual owners of the cluster development units, then appropriate and adequate provisions must be made concerning the future sale of such units to provide for the maintenance and upkeep of the open space as stated in subsection 1 of this section above as well as the free alienation of said units.
4. A binding contract ual commitment to maintain the common areas and provide their for its administration and specification oen of uses. This commitment shall include provisions for the transfer of ownership shares in common areas when individual residential, office, or other uses are sold.

Commented [MDH3]: Not sure what this means.

Section XX.s Ownership.

All land proposed for a PUDplanned unit development shall be owned or be under the control of the applicant, whether that applicant is an individual, partnership or corporation, or groups of individuals, partnerships or corporations. The applicant shall present proof of ownership and control and shall:

- A. Provide agreements, contracts, and proposed deed restrictions acceptable to the Boroughmunicipality for the completion of the undertaking in accordance with the adopted concept plan as well as for the continuing operation and maintenance of such areas, functions and facilities not intended to be provided, operated, or maintained at general public expense;
- B. Bind any developer successors in title to any commitments made under subsection (A) of this section.
- C. All expenses incurred in receiving approval under subsections A and B, B and C of this section, shall be the applicantdeveloper's responsibility.

Section XX.s Permitted construction.

After submission and approval of the preliminary plat and concept plan, the applicant may submit prepared construction documents may be submitted to the Public Works Department and any other appropriate Borough staff. Construction may proceed for public and/or approved private roads, utility installation, community-serving open space, and recreational facilities. No lots or rights shall be sold until final plat recording.

City and Borough of Wrangell
Planned Unit Development and Cluster Subdivisions
Chapter 20.XX

Section XX.s Changes in concept plan.

It is not intended that the ~~PUDplanned unit development~~ concept plan so approved shall be inflexibly applied, but rather the ~~PUDplanned unit development~~ should be in conformance with the concept plan, subject to modification upon approval of the planning commission.

Section XX.s Staged development.

A ~~PUDplanned unit development~~ subdivision proposed for completion in stages shall be designed and constructed so that each stage will be self-supporting should future proposed stages not occur. The concept plan ~~should~~is to include details as to each development stage and the expected timing of each stage.

Section xx.xx - Common space.

Each PUD development shall c~~Clearly identify the responsibilities must be established ofbetween~~ the public, homeowner's association, and other owners, for the ownership, maintenance, management, and use of all common space.

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Section XX.XX - Condominium developments.

A ~~PUDplanned unit development~~ utilizing a condominium development shall follow the same procedures as cluster developments with zero setbacks allowed, provided it is consistent with the concept plan (reference Section xx.xx below). The concept plan shall include specific provisions concerning the division of ownership of the individual dwelling units, as well as provisions for maintenance, utility costs, ownership of common areas, appearance and cleanliness, violations of agreement provisions, along with such other provisions as may be required by the platting board consistent with the provisions of this chapter.

Chapter 20.20

MF DISTRICT – MULTIFAMILY RESIDENTIAL

Sections:

- 20.20.010 Purpose.
- 20.20.020 Principal uses permitted.
- 20.20.030 Accessory uses permitted.
- 20.20.040 Conditional uses.
- 20.20.050 Standards.

20.20.010 Purpose.

The purpose of the multifamily (MF) district is to protect and enhance present medium density residential areas and to provide additional areas suitable for duplexes, apartments, planned unit developments and ~~other relatively higher-high-~~ density residential uses. The multifamily residential district encourages the concentration of ~~residences and - people - development~~ near schools, shopping areas, places of work and other community centers to ~~enable - promote affordable housing and community walkability - economical utility service, to reduce dependence upon the automobile, and to provide convenient proximity to designation points -~~. [Ord. 867 § 1, 2013; Ord. 462 § 6, 1984; Ord. 349 § 5, 1976; prior code §§ 95.31.010, 95.31.055.]

20.20.020 Principal uses permitted.

The following are principal uses in this district:

- A. Apartments;
- B. Condominiums;
- C. Townhouses;
- D. Duplexes;
- E. Single-family residences to include modular and manufactured housing;
- F. Residential planned unit developments;**
- G. Parks and playgrounds;
- H. Schools;
- I. Churches.

[Ord. 867 § 1, 2013; Ord. 462 § 6, 1984; Ord. 349 § 5, 1976; prior code §§ 95.31.020.]

20.20.030 Accessory buildings and uses permitted.

Accessory buildings, as defined in WMC 20.08.020, and accessory uses, as defined in WMC 20.08.030, are permitted in the multifamily residential district. Uses and structures which are incidental and subordinate to principal permitted uses and which will not create a nuisance or hazard are permitted as accessory uses. [Ord. 867 § 1, 2013; Ord. 462 § 6, 1984; Ord. 349 § 5, 1976; prior code § 95.31.030.]

20.20.040 Conditional uses.

The following activities are authorized by a conditional use permit granted by the Planning Commission in accordance with WMC 20.68. ~~are uses which may be permitted by action of the commission under the conditions and procedures specified in Chapter 20.68 WMC:~~

Commented [MG1]: Any limits to development density?

[01339755] The Wrangell Municipal Code is current through Ordinance 985, passed January 12, 2021.

Wrangell Municipal Code
Chapter 20.20 MF DISTRICT – MULTIFAMILY
RESIDENTIAL

Page 2/3

~~A. Office buildings;~~

~~B. Government and civic buildings;~~

C. Churches;

~~D. Institutions;~~

E. Mobile home parks;

F. Private clubs, lodges, and halls except those whose chief activity is customarily carried on as a business;

G. Multi-unit housing projects for senior citizens;

H. Boardinghouses and rooming houses;

I. Nursery schools, private kindergartens;

K. Animal establishments other than establishments for livestock;

L. Home Occupations

M. Cottage industry.

N. Planned Unit Developments and Cluster Housing developments

O. Vacation Rental Dwellings and Bed & Breakfasts Breakfast Inns

Commented [MG2]: Should this be handled as a short term rental ordinance? Current trend.

[Ord. 867 § 1, 2013; Ord. 785 § 8, 2006; Ord. 462 § 6, 1984; Ord. 349 § 5, 1976; prior code § 95.31.040.]

20.20.050 Standards.

The standards found in Chapter 20.52 WMC applicable to this district are:

A. Standards policies: WMC 20.52.005;

B. Principal structures per lot: WMC 20.52.010;

C. Traffic vision impediments: WMC 20.52.020;

D. Distances between buildings: WMC 20.52.030;

E. Air, land and water quality: WMC 20.52.040;

F. Volatile products storage: WMC 20.52.050;

G. Noise: WMC 20.52.060;

H. Airport interference: WMC 20.52.070;

I. Building height: WMC 20.52.080;

J. Density – Minimum lot size: WMC 20.52.090;

K. Coverage – Minimum open areas: WMC 20.52.100;

L. Setbacks – Yards: WMC 20.52.110;

^[01339755]The Wrangell Municipal Code is current through Ordinance 985, passed January 12, 2021.
Ver. 4-21-2021 modifications

Wrangell Municipal Code
Chapter 20.20 MF DISTRICT – MULTIFAMILY
RESIDENTIAL

Page 3/3

- M. Drainage: WMC 20.52.150;
N. Dredge and fill: WMC 20.52.160;
O. Home occupations: WMC 20.52.170;
P. Mobile homes and mobile home parks – Defined: WMC 20.52.180;
Q. Off-street parking: WMC 20.52.190;
R. Signs: WMC 20.52.210;
S. Traffic generation: WMC 20.52.230;
T. Recreation: WMC 20.52.250;
U. Firewood storage: WMC 20.52.260;
V. Animal establishments: WMC 20.52.270

W. Vacation Rentals

X. Bed and Breakfasts

Commented [MG3]: It's combined above but two items here?