



City and Borough of Wrangell  
Planning and Zoning Commission  
AGENDA

Thursday, April 13, 2023  
5:30 PM

Location: Borough Assembly Chambers  
City Hall

**A. CALL TO ORDER / ROLL CALL**

**B. AMENDMENTS TO THE AGENDA**

**C. CONFLICTS OF INTEREST**

**D. APPROVAL OF MINUTES**

1. Approval of minutes from the regular meeting of March 9, 2023

**E. PERSONS TO BE HEARD**

**F. CORRESPONDENCE**

**G. NEW BUSINESS**

1. (PH) Conditional Use Permit application request for an animal shelter on a portion of Lot 4, Block 66, Wrangell Industrial Park Expansion Subdivision (Plat 92-9) Zoned Industrial, owned by the City and Borough of Wrangell, requested by St. Frances Animal Rescue
2. (PH) Variance permit application request for a variance to the front and side yard setbacks for a storage unit on a portion of Lot 2, Tract A, USS 3402 and Lot A, Block A, Tract C, Keller Tidelands Subdivision (Plat No. 2012-2), zoned Rural Residential 1, requested and owned by Steven and Helen Keller
3. (PH) Preliminary plat review of the Ostrander Replat, a replat of a portion of Lot 5, Block 84, USS 2589 (Plat No. 65-152), creating Lot 5A and Lot5B, zoned Rural Residential 1, owned and requested by Mark and Margaret Mitchell
4. Review and Approval of a Right-Of-Way encroachment application for an awning on 310 Front Street, Portion of Lot 3, Block 5, USS 1119, owned by Bunes Family LLC, requested by Tim Bunes.
5. Review and Discussion of Detached Accessory Dwelling Units (ADU) draft code
6. Review and Discussion of Planned Unit Development and Cluster Subdivision draft code

**H. OLD BUSINESS**

**I. PUBLIC COMMENT**

**J. COMMISSIONERS' REPORTS AND ANNOUNCEMENTS**

**K. ADJOURNMENT**



City and Borough of Wrangell  
Planning and Zoning Commission  
MINUTES

Thursday, March 09, 2023  
5:30 PM

Location: Borough Assembly Chambers  
City Hall

PZ meeting 3-9-23  
5:30 PM  
MINUTES

**A. CALL TO ORDER / ROLL CALL: March 9<sup>th</sup>, 2023 @ 5:34PM**

Present: Kathy St. Clair, Apryl Hutchinson, Don McConachie

Absent: Jillian Privett, Terri Henson

Staff present: Carol Rushmore, Kate Thomas

**B. AMENDMENTS TO THE AGENDA: None**

**C. CONFLICTS OF INTEREST: None**

**D. APPROVAL OF MINUTES**

1. Approval of the December 8, 2022 Regular Meeting Minutes, December 12, 2022 Special Meeting Minutes, and January 12, 2023 Regular Meeting Minutes.

**AH motioned. KS 2<sup>nd</sup>.**

**All in favor. (Correction on last name spelling)**

**E. PERSONS TO BE HEARD: None**

**F. CORRESPONDENCE: None**

**G. NEW BUSINESS**

1. Variance permit application request for a variance to the side yard setback for a residential structure on Lot 1, Byrd Subdivision, (Plat No. 2001-5) zoned Rural Residential 1, requested and owned by Kim and Mike Lane.

Open Public Hearing: No public comment. No statement from parties of interest.

Close Public Hearing.

**AH Moved to approve findings of fact and the Variance request for a side yard setback for a structure from 2 ft at the front side corner to 15 ft at the back (maximum 13 ft setback reduction at the front side corner) and a 1' to 2' front yard setback (a 19' setback reduction) for the residential structure conversion.**

**KS 2<sup>nd</sup>.**

**All in favor.**

2. Conditional use permit application request for parking a business trailer longer term than the parking area allows in the City Parking lot between Front Street and Brueger

Street, Lots 17 and 18, Block 1A, Wrangell Tidelands, zoned Commercial, requested by Canoe Lagoon Oysters, LLC.

Open Public Hearing: No public comment. No statement from parties of interest.

Close Public Hearing

**AH moved to approve findings of fact and the conditional use permit request subject to the following conditions:**

- 1) The permit is not to exceed 1 year, at which time it will be reviewed for the impacts or issues regarding the parking allowance. The request may be renewed or cancelled based on parking impacts.
- 2) Any appeals or complaints regarding the parking allowance for Canoe Lagoon Oysters will go to the Assembly for a final decision on the trailer parking meeting the parking regulations.
- 3) Driving lane within the parking lot will not be blocked.
- 4) Signage must be provided on the trailer "Parking permitted by Conditional Use Permit through X date".
- 5) Security is the responsibility of applicant.

**KS 2<sup>nd</sup>.**

Don requests that the unit remains clean and well kempt to the public eye. Kathy asked where the exact location of the trailer will be. Brian's response suggested the trailer will be parked perpendicular to the street, next to the electrical pole and dumpsters in the adjacent parking lot. Brian requested that staff walk the site with him to designate a very specific location. Apryl suggested a logo and contact information be posted to the trailer in the event someone needs it moved.

**All in favor.**

3. Conditional use permit application request for a home occupation to operate a hair salon within the residence on Lot 4c, Block 1, South Wrangell Subdivision USS 3709 (Plat No. 84-4), Zoned Rural Residential 1, owned and requested by Solvay and James Gillen

Open Public Hearing: No statements from the public or parties of interest.

Close Public Hearing.

**AH Move to approve the Findings of Fact and the conditional use permit as requested for a hair salon 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 Zimovia Highway.
- 2) State licensing requirements must be obtained.

**KS 2<sup>nd</sup>.**

**All in favor.**

4. The City and Borough of Wrangell is proposing to create Chapter 20.24 Single Family Medium Density District (SFMD) in Title 20 of the Wrangell Municipal Code.

Open Public Hearing: No public comment.

Close Public Hearing.

**AH moved to recommend to the Assembly to approve the draft Single Family Medium Density District (SFMD) code with standards and definitions as proposed.**

KS 2<sup>nd</sup>.

AH made an amendment to remove section 20.24.030 item B. 20.24.040 item B.

KS 2<sup>nd</sup>.

Amended motion all in favor.

Main Motion All in favor.

5. The City and Borough of Wrangell is proposing to create Chapter 20.42 Rural Commercial District (RC) in Title 20 of the Wrangell Municipal Code.

Open Public Hearing: No public comment.

Close Public Hearing

KS moved to recommend to the Assembly to approve the draft Rural Commercial District (RC) code with standards and definitions as proposed.

AH 2<sup>nd</sup>.

AH moved to remove in Section 20.42.010 words "support" and "needs of" ...residents in second line of the clause. Statement should read The Rural Commercial district is intended to provide services and facilities that support residents within the Rural Residential and Single-Family Medium Density District.

KS 2<sup>nd</sup>

Amended motion all in favor.

Main motion all in favor

6. The City and Borough of Wrangell is proposing to modify Chapter 20.20 Multi Family Residential (MF) in the Wrangell Municipal Code.

Open Public Hearing: No public comment.

Close Public Hearing

AH Move to recommend to the Assembly to approve the suggested changes to Chapter 20.20 Multi-Family Residential District as proposed.

KS 2<sup>nd</sup>.

All in favor.

7. The City and Borough of Wrangell is proposing to rezone all parcels comprising the former Wrangell Institute property from the current zone of Holding to Single Family Medium Density, Rural Commercial, and Multifamily. Lots 1-5, Block 1; Lots 1-5, Block2; Lots 1-3, Block3; and Tract A, Shoemaker Bay Subdivision Amended (Plat 87-9); and a portion of Lot 26, USS 3403 is proposed to be rezoned to Single Family Medium Density as part of the proposed Alder Top Village Subdivision. The remaining portion of Lot 26, USS 3403 is proposed to be rezoned to Single Family Medium Density, Rural Commercial and Multi Family.

Open Public Hearing: No public comment.

Close Public Hearing

AH moved to recommend to the Assembly to modify the official zoning maps and rezone the former Institute property per the attached map to include Single Family Medium Density District, Rural Commercial District, and Multi Family District.



**KS 2<sup>nd</sup>.**

**All in favor.**

**H. OLD BUSINESS: None**

**I. PUBLIC COMMENT: None**

**J. COMMISSIONERS' REPORTS AND ANNOUNCEMENTS: None**

**K. ADJOURNMENT**

Next meeting April 13<sup>th</sup>, 2023, will include agenda items for PUD and small dwellings. Assembly meeting on March 28<sup>th</sup> or April 11<sup>th</sup> will include Public Hearing on PZ items. Will notify Commission to try to attend if possible.

All future meetings will be scheduled @ 5:30PM.

**City and Borough of Wrangell, Alaska**  
**Planning and Zoning Commission**  
**Regular Meeting April 13<sup>th</sup>, 2023**  
**Staff Report**

**Agenda Item: G1**

**From:** Kate Thomas, Economic Development Director

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**Subject:** Conditional Use Permit application request for an animal shelter on a portion of Lot 4, Block 66, Wrangell Industrial Park Expansion Subdivision (Plat 92-9) Zoned Industrial, owned by the City and Borough of Wrangell, requested by St. Frances Animal Rescue

**Review:** St. Frances animal shelter for cats is seeking a new home. Their review of alternative sites selected Lot 4, Block 66 located on 5<sup>th</sup> Avenue in the Industrial Lot, located off Bennett Street.

**Recommendation:** Staff recommends approval of the proposed Animal Shelter for cats.

**Recommended Motion:** Move to approve the findings of fact and the conditional use permit request for the operation of an Animal Establishment (Shelter) for cats in the Industrial Lot subject to the following conditions:

1. Location of the building and size of parcel to shall be discussed and approved by staff and Assembly;
2. Determination of the type of agreement (lease, purchase) shall be discussed and determined by staff and approved by the Assembly;
3. Responsible party identified and agreed to for site expenses such as moving the chain-link fence, subdivision and surveying the land;
4. Borough Access to the impound lot must be maintained from 5<sup>th</sup> Avenue;
5. Connection of the utilities shall be responsibility of St. Frances;
6. This permit is for a shelter for cats only. Should St. Frances want to include dogs in the future, a modification or new permit must be obtained from the Planning and Zoning Commission;
7. The Assembly approves the sale/lease of land to Saint Frances.

**Review Criteria:**

Chapter 20.48: Industrial  
 Chapter 20.52: Lot Standards  
 Chapter 20.68: Conditional Use Permits

**Findings of Fact:**

Applicant is seeking to relocate the St. Frances Animal Shelter which was previously located at a private residence 3-mile Zimovia Highway or approximate. The group has been working with the City and Borough to determine that best feasible location to lease land for the purposes of developing a cat shelter. St. Frances Animal Rescue is a registered non-profit 501(c)3 organization.

Staff have reviewed the issues of at least 5 suggested sites with representatives of St. Frances. Their review of alternate sites selected Lot 4, Block 66, Wrangell Industrial Park Expansion Subdivision, accessible by 5th Avenue off Bennett Street. This lot is zoned Industrial. Animal establishments are allowable under conditional uses within the industrial zone. (WMC 20.48.040 Conditional Uses) While there may not be more than 20 cats on the property, or they may not be boarding cats for sale as a business per se, the shelter facility could be classified as an Animal Establishment.

**Animal Establishment are defined as (WMC 20.08.054):**

- A. Any property wherein or whereon any person engages in the business of regularly selling, training, boarding, or breeding animals for compensation;
- B. Any property used to house or board any horse, mule, donkey, or other livestock;
- C. For animals other than livestock, fish or fowl, any property used to house more than 20 adult animals; or
- D. Any property used to house more than 10 adult fowl.

**Conditions of Approval for conditional use applications include:**

1. Minimal impacts on adjacent neighbors from noise, traffic, appearance, yards etc.:

There are current caretakers residing in a few nearby adjacent industrial lots. The facility would be an indoor facility for cats located in a modular type building. The facility occupants will be cared for by volunteers. Conditions could be placed on the permit regarding appearance and yard area to ensure annual maintenance and upkeep. Cats are not noisy like dogs and noise should not be an issue for the facility.

2. Provisions of sewer and water:

The structure is proposed to be located on the south side of the lot because of proximity to electricity, sewer and water and requiring the least amount of ground disturbance.

3. Entrances and off-street parking available without safety issues:

Access to the facility is on the south side of the lot by way of Fifth Avenue. Parking will be available for multiple vehicles within the property lines. The City and Borough of Wrangell will require through passage to the backside of the property to access the Impound Lot unless the access is determined to be through Sixth Avenue, which has yet to be developed as a road.

4. In addition to the conditions of subsections (A) through (C) of this section, schools, governmental and civic buildings, and other public uses shall meet the following condition: The proposed location of the use and the size and character of the site shall facilitate maximum benefit and service to the public.

Revd  
3/17/23

# CITY OF WRANGELL, ALASKA

## CONDITIONAL USE APPLICATION

### PLANNING AND ZONING COMMISSION

P. O. BOX 531

WRANGELL, ALASKA 99929

#### *Application Fee: \$50*

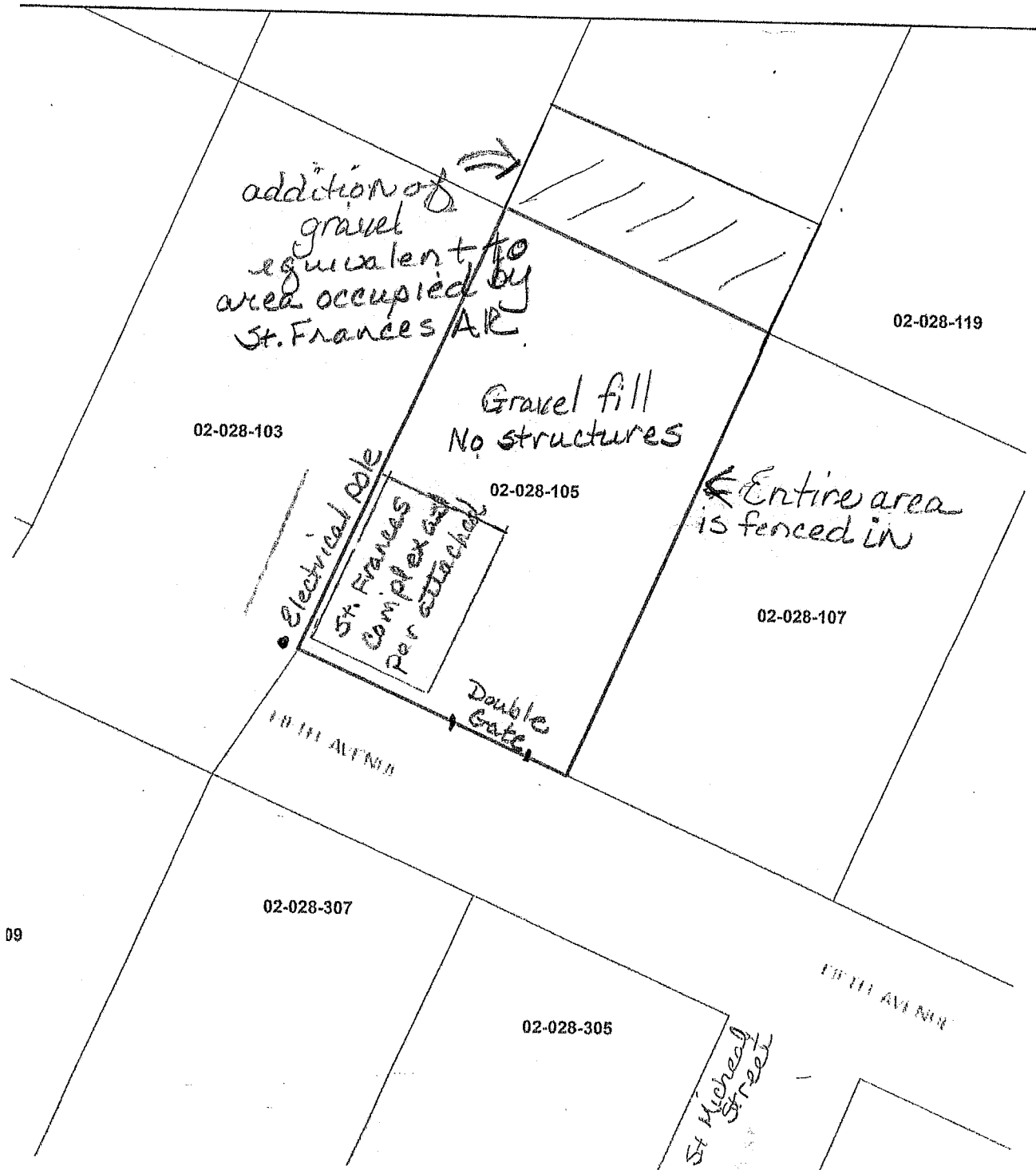
- I. Applicant's Name and Address:** St. Frances Animal Rescue  
% Joan Sargent, Boardmember, Shelter Relocation Coordinator  
P. O. Box 2142  
Wrangell, Alaska 99929
- Applicant's Phone Number:** 907-874-4593  
907-305-0126
- II. Owner's Name and Address:** City and Borough of Wrangell  
P.O. Box 531  
Wrangell, AK 99929
- Owner's Phone Number:** 907-874-2381
- III. Legal Description:** Lot 4 Block 66 U.S. Survey 92-9  
Parcel No. 02-028-105
- IV. Zoning Classification:** IND
- V. Specific Request:** St. Frances Animal Rescue, a registered 501(c)3 non-profit organization, would like to lease a plot of land within parcel 02-028-105 for the placement of a modular type unit(s) that will be used as an animal\* shelter. The placement of the plot encompassing the building(s) within the parcel will be at the discretion of Borough and City of Wrangell administration and police department. The only request of the St. Frances Animal Rescue board members is that access to city water, the sewer mains and electricity be taken into consideration, minimizing cost of installation. Attached to this document is a complete description of the St. Frances Animal Rescue Relocation Plan to date, a proposed complex and floor plan and sample agreements from a similar community (Petersburg).

\*In both 2021 and 2022, the demand to rescue and surrender cats exceeded our foster capacity. Thus, the initial development of the shelter will be a facility for cats. Over the past 5 years, St. Frances has had one dog surrendered to a foster home. As we build the cat facility, we will continue to operate as a foster and rehoming assistance program for dogs. In the future, should the demand to rescue and/or

surrender exceed our capabilities to foster, we will add a second modular unit solely for dogs. Wrangell has a number of residents with goats, pigs, chickens, rabbits, etc. Should an emergency arise, we will assist in finding placement. However, it is currently not our policy to accept these animals as rescues and/or surrenders.

- VI. Site Plan shall be submitted with the application. The plan shall show existing and proposed structures, driveways, roadways, existing and proposed grading. Additional information shall be furnished upon request of the Zoning Administrator.


## Wrangell Public Map

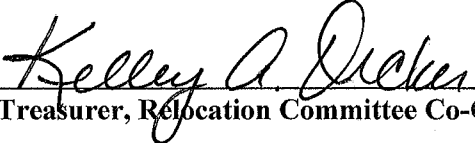


VII. Construction Schedule: **Begin:** Summer, 2023

**End:** Fall, 2028

VIII. Signatures

 Date 3/17/23  
President, Relocation Committee Co-Chair

 Date 3/17/23  
Treasurer, Relocation Committee Co-Chair

If more than one owner or if more than one parcel is involved, attach all signatures on a separate piece of paper identifying which parcels are owned by which persons.

Written authorization of the property owner must be submitted with this application if the applicant is other than the owner.

**St. Frances Animal Rescue  
Shelter Construction, Needs Assessment,  
Projected Operating Procedures  
Revised March, 2023**

As of March, 2020, the shelter that was used for St. Francis Animal Rescue, Wrangell's only full time cat shelter and part time dog shelter, was closed. It was located in the garage of a private home, 3.5 mile Zimovia Highway. It was initially closed to COVID-19 precautions. By June, the health of the owner deteriorated to the point that it was evident that the shelter could not continue at its current location. Since the closure of the shelter, St. Frances Animal Rescue has operated as a foster program. However, in 2021 and 2022, the requests to surrender and rescue cats exceeded the capacity of foster home availability. Thus, the board of St. Frances has developed a plan to find land and build a complex with a unit for cat surrenders and rescues and, if future need to accept dog surrenders and rescues increases, a unit for dogs.

Much of this document models the development of the Petersburg Humane Society Animal Shelter. The organization is also an all volunteer 501(c)3 non-profit corporation. The initial lease agreement for land between the City of Petersburg and the board of the Petersburg Humane Society is attached in the Appendix of this document. This is the original agreement dated August 2, 2010. It was amended on July 3, 2012 to reflect a 55 year lease. Granting organizations want assurance that their money will not be lost through a short term, 5 year, non-renewable lease.

### **Assumptions and Supporting Data**

Based on animal statistics for the year 2020, the following statements are made:

- 1) The average stay for adult cats is approximately 12-16 weeks.
- 2) With the institution of our foster to adopt program in 2022, the average stay for kittens is 4-6 weeks.
- 3) The necessary capacity of the animal shelter is 6-10 adult cats. Access to a single extra large cage for mother and kittens is necessary.
- 4) An area to sequester unaltered and unvaccinated surrenders and rescues is needed.
- 5) The suggested capacity of the 2<sup>nd</sup> phase dog shelter is 1-4 dogs.
- 6) The operation of the initial facility should cost approximately \$750/month.

### **Description of the Development Process**

- 1) Structural drawings of the cat shelter and footprint of the complex
- 2) Land selection
- 3) Borough approval and contract for lease of land
- 4) Construction cost estimate and timeline
- 5) Application for grants and fundraising

#### **Phase 1: Construction of a Cat Shelter (2023-2026)**

- 1) Cost Estimate of Prebuild Modular Unit vs Onsite Construction
- 2) Timeline
- 3) Utilities
- 4) Ground prep for placement of modular unit or onsite construction
- 5) Purchase and ship modular unit or procure materials
- 6) Placement of modular unit or construction of the cat shelter onsite

Phase 2: Construction of a dog shelter: As per Phase 1, steps 1-6



## **Projected Operating Procedures for the Cat Shelter**

Item 1.

**Staffing Frequency:** The shelter will be staffed on a daily basis when cats or dogs are in residence. Cleaning of living areas, feeding, grooming and comfort care will occur at least once a day. A shift will be approximately 1 hour, relative to the number of cats in temporary residence. If a cat is in need of 24 hour care, a volunteer may stay at the shelter for the entire time or the animal may be placed in foster care. Those decisions will be based on assuring the safety of the animal, other animals in the shelter and other animals in foster homes.

**Staff/Staff Training:** All new volunteers must fill out an application that includes references and they must sign a release of liability form the limitations of our liability insurance before beginning training for the management of cats and cleaning of the shelter. New volunteers will be mentored in a minimum of 4 working visits. A minimum of 3 experienced volunteers will be available through the year to set up volunteer schedules and provide mentoring for new volunteers.

**Daily Records/Logs:** Check lists of duties to be completed with be maintained and a log of special concerns will be kept on a daily basis. The board of St. Frances will review the procedures, daily records and logs to assess that tasks are being completed on a quarterly basis.

**Safety/Containment for Cats:** All cats rescued or surrendered to the shelter will immediately receive flea and tick medication. If the cat is surrendered or rescued as a stray, the cat will be sequestered for 10 days and pictures and announcements will be made in an effort to find an owner. After the 10 day holding period, cats will be vaccinated, altered and evaluated for temperament. Cats that are friendly with other cats will live in a common area. The shelter may include access to a secure outdoor screened area. However, animals will only have access to that screened area when a volunteer is present.

## **Needs Assessment for the Cat Shelter**

The needs assessment is based on the projected operating procedures, experience from working at the 3.5 mile shelter and consultation with the Petersburg Humane Society (PHA) shelter. In 2010, the Board of Directors of the PHA initiated a plan for a permanent shelter and completed the development in 2013. It is reasonable to model their project given the size of their community and the dynamic of the cat population (controlled feral population, high capacity of pet ownership, etc.). Items such as security systems have been added to this list in light of the fact that their will not be a caretaker living onsite.

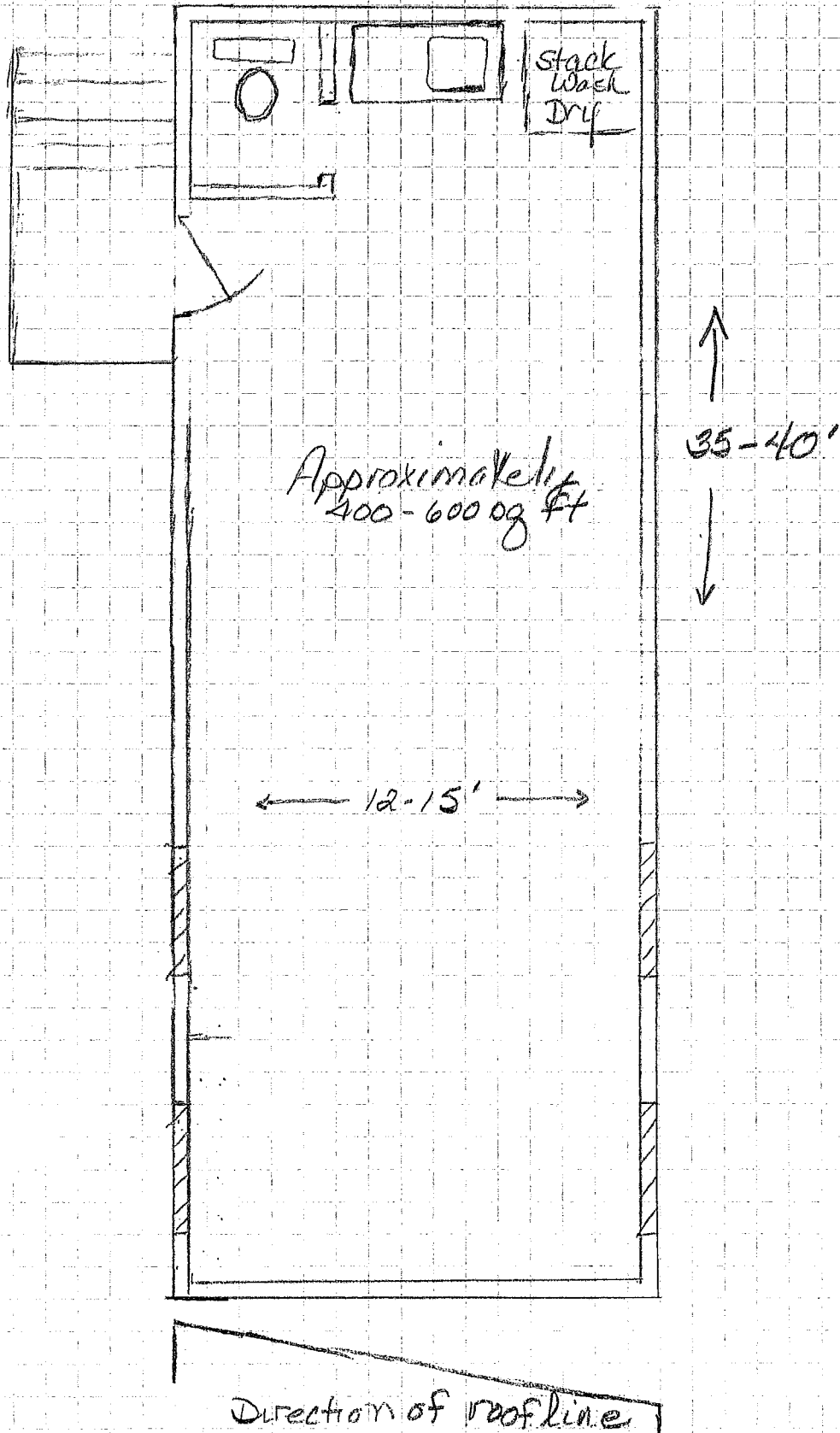
The following list presents the 'wish list' for the new shelter:

- 1) A park model type structure or an area of approximately 400-500 square feet that is easily cleanable and reasonably 'cat proof'
- 2) Dehumidifier
- 3) Heat pump
- 4) Quick recovery 10-15 gallon hot water heater
- 5) Security System including cameras, alarm and lighting
- 6) Desk for reception
- 7) File cabinet
- 8) Telephone
- 9) Bathroom with one toilet
- 10) Industrial sink
- 11) Clothes washer and dryer
- 12) Storage space for animal bedding, cat litter, litter pans, food, office supplies and cleaning supplies
- 13) Comfy chair/cot for overnight

- 14) Small refrigerator
- 15) Minimum of 2 areas that can be (flexibly) cordoned off for cats
- 16) Area for one "recovery" cage (4'x2')
- 17) Area for mother and kitten cage
- 18) Non-fabric cat trees, play items

Item 1.

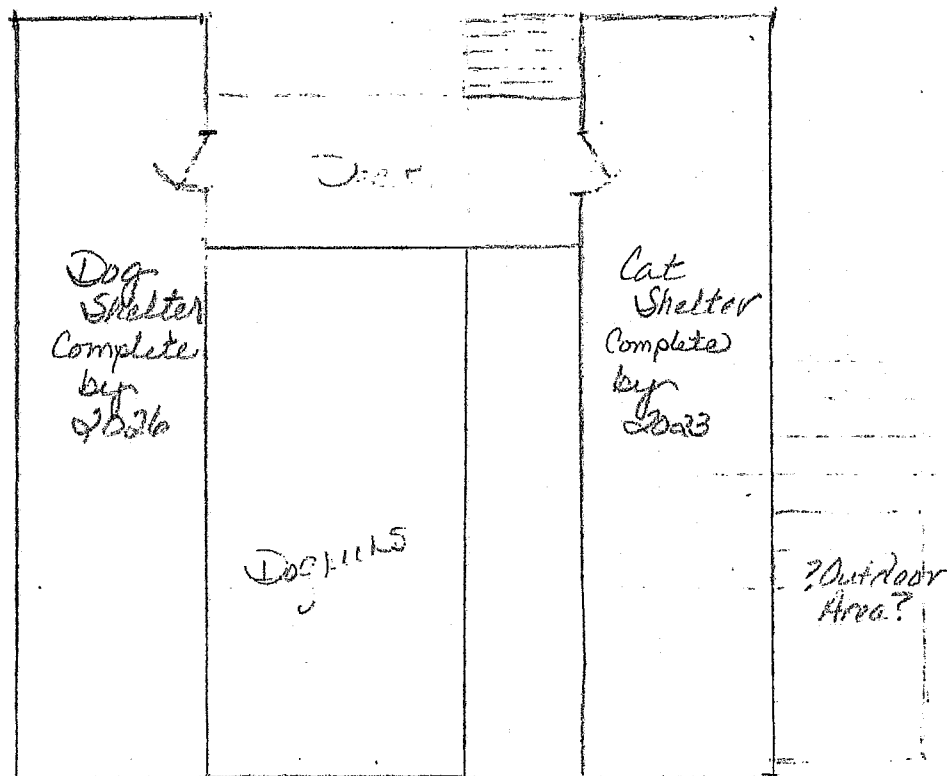
Draft construction plans for the proposed cat shelter are attached in the appendix. Note that this plan is based on a "Park Model" unit which is essentially built on a trailer.



# APPENDIX

St. Frances Animal Rescue  
Proposed Complex

158 = 2 ft

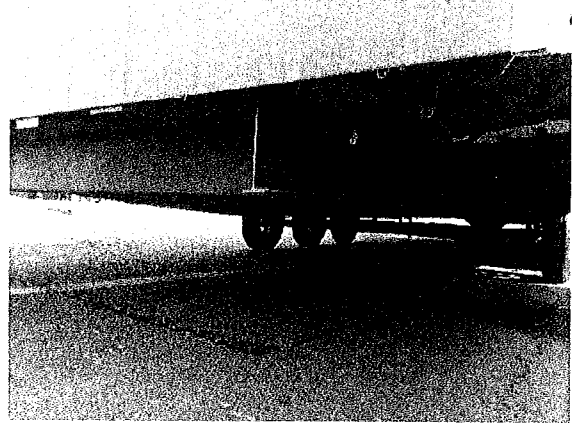
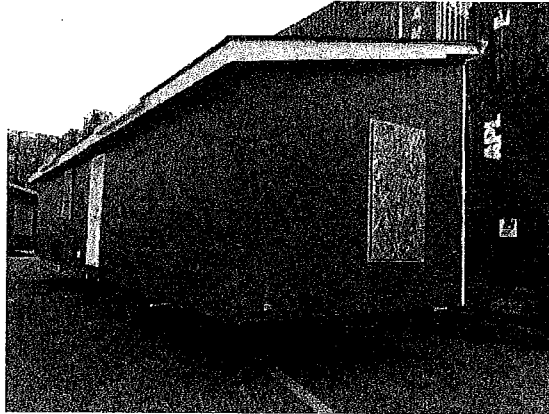


Minimum footprint 100' x 100'

The following are examples of park model units that would be approximately the same size as the proposed structure. In preparation of applying for grants, cost estimates for these types of structures are being pursued.

Item 1.

This unit was shipped from Seattle to Ketchikan around the first of the March. The unit is 14'X 40'.



This structure is located in the northeast corner of the industrial park in Wrangell. The unit is 15' X 40'. The proposed structure would not have the elevated ceiling and loft.



This structure is 15' X 40'. It is located at 3.5 mile Zimovia Highway and was put in place 2 years ago.



## RESOLUTION # 1939

**A RESOLUTION OF INTENT TO LEASE LAND TO THE PETERSBURG HUMANE ASSOCIATION  
FOR USE AS A COMMUNITY ANIMAL SHELTER AND DOG PARK**

WHEREAS, the Petersburg Humane Association has made application to the City for a long term lease of property located at the old Tent City area for use as a community animal shelter and dog park; and

WHEREAS, all work performed by the Humane Association is by volunteer labor and donations, and

WHEREAS, securing a long term lease, with minimal or no annual rent payment is required to construct maintain and operate the community animal shelter and dog park; and

WHEREAS, the lease application, after review from the Parks and Recreation Advisory Board; Utility Advisory Board and Public Safety Advisory Board, was further reviewed by the City's Planning Commission and it has been determined that the land being sought for lease is zoned properly for the intended use and the Planning Commission and Advisory Boards support the lease application.

**THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PETERSBURG:**

1. It is in the City's interest to lease up to 3 acres of tent city land (legal description pending survey) to the Petersburg Humane Association for less than the full and true value of the land for the construction, development, operation and maintenance of a community animal shelter and dog park; and

2. The proposed use of the land is a beneficial use in terms of highest and best use of the land and the lease shall be exempt from the public auction process.

3. The land will be leased to the Petersburg Humane Association at the rate of \$1.00 per year for the first five years of a standard long term lease agreement.

4. The City will participate in the project by:

- a) Waiving the utility hookups fees for water, sewer and electricity;
- b) Providing snow removal services from the drive area of the property only (and only as time and manpower permits); and
- c) Allow the Association salvage options and disposal of demolition refuse at the city's land fill, free of charge.

5. The Association will:

- a) Make all necessary repairs, upgrades and improvements to the property so it can be used for the intended purpose;
- b) Develop the property in accordance with all applicable state and local laws;
- c) Maintain the property in a clean and sanitary manner in accordance with all applicable laws
- d) Staff and operate the facility
- e) Provide public liability insurance coverage

RESOLVED FURTHER, City Staff is directed to prepare and bring back to the City Council for final consideration a lease agreement that addresses all other lease and development concerns.

Passed and Approved by Roll Call Vote by the City Council of the City of Petersburg, Alaska on August 22, 2010.

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2012-000685-0

Recording Dist: 110 - Petersburg  
8/21/2012 11:05 AM Pages: 1 of 13

Item 1.



Record in the Petersburg Recording District

### LAND LEASE

THIS AGREEMENT is made on the date last below signed between the City of Petersburg, a municipal corporation organized and existing under the laws of the State of Alaska, whose mailing address is P. O. Box 329, Petersburg, Alaska 99833, hereinafter referred to as the "Lessor" or "City", and the Petersburg Humane Association, a non-profit organization organized and existing under the laws of the State of Alaska, whose mailing address is PO Box 1417 Petersburg, Alaska 99833, hereinafter referred to as the "Lessee."

### RECITALS

WHEREAS, the real property subject to this lease lies within the boundaries of the City of Petersburg, Alaska, First Judicial District, Petersburg Recording District; and

WHEREAS, Lessor holds title to the real property; and

WHEREAS, the real property subject to this lease was examined by the City's Assessor on August 18, 2010 and the Assessor has determined that the assessed value for the three acre lease parcel is \$120,000 (One Hundred Twenty Thousand Dollars & 00/100); and

WHEREAS, on August 2, 2010, the City Council passed Resolution #1939 determining this particular tract of land is not required for municipal purposes; shall be exempt from public auction and leased for a period of five years for the construction, development, operation and maintenance of a community animal shelter and dog park; and

WHEREAS, on July 16, 2012, the City Council passed Resolution #2015 extending the terms of the original lease to 55 years to accommodate and encourage the Humane Association's continued improvements, maintenance and operation of the animal shelter well into the future, and

WHEREAS, the Petersburg Humane Association is a non- profit entity as defined by the Petersburg Municipal Code, and

WHEREAS, this lease contains restrictions and reservations as are necessary to protect the public interest.

Section 4.5: Location of Improvements. Lessee shall be responsible for properly locating improvements on the leased land. Utilization or development for other than allowed uses shall be a violation of this lease and subject to lease cancellation.

## ARTICLE 5 – Improvements

Section 5.1: Required Improvements. Prior to the expiration of this original lease, the construction of a new building or reconstruction of existing structures sufficient in size to meet the operating needs of the Humane Association is required as a condition of this lease. Any improvements made by the Lessee shall comply with all laws, rules and regulations that apply to the leased premises.

Section 5.2: Proper Placement of Improvements. Lessee shall be responsible for locating improvements on the leased land so as to avoid any encroachment on other lands of the Lessor or on lands owned or leased by another.

Section 5.3: Maintenance of Improvements. Lessee shall, at its own cost, and without any expense to Lessor, keep and maintain the premises, including all improvements, in good, neat, clean and sanitary order, condition and repair. Lessor shall not be obligated to make any repairs or replacements of any kind, nature or description to the premises or to any improvements on the premises.

Section 5.4: Damage to and Destruction of Improvements. The damage, destruction, or partial destruction of any improvement on the premises shall not release Lessee from any obligation of this lease, except as expressly provided. In the event the improvements on the premises are destroyed to such an extent as to be rendered untenable by fire, storm, earthquake, or other casualty, Lessee may elect to terminate this lease by providing Lessor with written notice within thirty (30) days of the destruction of the improvements. Should Lessee elect to terminate this lease, the termination shall be effective thirty (30) days after notice. The improvements and/or personal property located on the premises and owned by Lessee may, within sixty (60) calendar days after termination of this lease, be removed by the Lessee at the Lessee's expense, provided the City may extend the time for removing improvements in cases where hardship is proven. If any improvements and/or personal property are not removed within the time allowed, the improvements and/or personal property shall either remain the property and responsibility of Lessee or shall revert to, and absolute title shall vest in, Lessor, at the election of Lessor. Should Lessor elect to treat said improvements and/or personal property as continuing within the ownership and control of Lessee, said improvements may be removed at the expense of Lessee and under the direction of Lessor after reasonable notice from Lessor to Lessee. Should Lessor elect that said improvements and/or personal property revert to Lessor, Lessor shall provide reasonable notice to Lessee of said election.

Section 5.5: Repair of Premises. If Lessee should elect to remove any improvements and/or personal property from the premises upon termination of this lease, Lessee shall, at their own expense, repair any injury to the premises resulting from such removal.





**Section 7.3: Lessor's Right of Entry.** Lessee shall allow authorized representatives of the city to enter the lease land at any reasonable time for the purpose of inspecting the land and improvements.

## **ARTICLE 8 - Assignment and Subletting**

**Section 8.1: Assignment.** Lessee may not assign this lease. However, the council may, in its discretion, approve an assignment made solely as security for a loan, whereby the lender/assignee shall not be liable for the obligations of the Lessee unless the lender/assignee is or becomes in possession of the leased property. Lessee shall not transfer, convey or otherwise dispose of this lease or the rights of this lease.

**Section 8.2: Subletting.** Lessee may not sublease the premises.

## **ARTICLE 9 - Warranties**

**Section 9.1: Title and Quiet Possession.** Lessor covenants that Lessor is seized of the premises in fee simple and that Lessee shall have quiet and peaceable possession of the premises during the term of the lease. Prior to entering into this lease, if Lessee so requests, Lessor shall provide, at Lessee's expense, title evidence sufficient to satisfy Lessee that Lessor has title to the land and can guarantee Lessee's peaceable possession.

**Section 9.2: Authority of Agents.** Each party to this agreement warrants that the individual signing this lease has written authority to enter into this agreement from the parties sought to be bound.

## **ARTICLE 10 - Insurance**

**Section 10.1: Insurance.** Lessee shall, for any claims that may occur or be made during the initial and any extended term of this lease, at its own expense, keep in force by advance payment of premiums, the following-described insurance for protection against the claims of employees or other persons, insuring both Lessee and Lessor against any liability that may accrue against them or either of them arising from or in any way connected with the acts or omissions of Lessee, its agents or other representatives under this Lease:

- (a) Should any individual be employed in connection with this lease or the use of the premises, insurance in at least the required statutory amounts covering claims under workers' compensation benefits and other similar employee benefit act; and
- (b) Comprehensive general liability insurance covering bodily injury, death and property damage with a combined single limit of not less than \$1,000,000.00 which insurance shall include coverage for hazards and contractual liability.



city. Lessee shall have thirty days following written notice to cure default. Lessee may not remove, nor allow any person to remove, any improvement during any time the Lessee is in default.

**Section 11.3: Rights upon Default after Notice.** After notice has been given and the default remains uncorrected, Lessor, in addition to any rights and remedies that Lessor may otherwise be given by statute, common law or otherwise, may:

- (a) Immediately re-enter and resume possession of the land and remove all persons and property without liability for damages. Re-entry by the city shall not be deemed an acceptance of a surrender of the lease;
- (b) Declare the lease canceled;
- (c) Re-let the premises in whole or in part for any period equal to or greater or less than the remainder of the original term of this lease, for any sum which may be reasonable;
- (d) Recover from Lessee the following items of damage:
  - (1) Actual attorney's fees and other expenses reasonably incurred by reason of the breach or default by Lessee,
  - (2) The cost of performing any covenant on the Lessees' part to be performed,
  - (3) Interest at the maximum allowable rate on all amounts owing to Lessor from the date due until payment thereof in full, and
  - (4) Obtain specific performance of this lease.

**Section 11.4: Remedies Cumulative.** The remedies of Lessor hereunder shall be deemed cumulative and not exclusive of each other.

## **ARTICLE 12 - Termination and Holding Over**

### **Section 12.1: Redelivery of Premises.**

If the Lessee can not perform the requirements of this lease, at the expiration of the lease, or sooner termination of this lease, the Lessee shall peaceably and quietly quit and surrender to Lessor the premises in as good a state and condition as the premises were at the commencement of the lease.

**Section 12.2: Cancellation by Agreement Due to Unlawful Purpose.** This lease may be canceled in whole or in part, at any time, upon mutual written agreement by Lessee and the City, or by the City acting alone if the premise is used for any unlawful purpose.

**Section 12.3: Reentry by Lessor.** In the event the lease is terminated, or in the event that the premises, or any part thereof, are abandoned by Lessee during the term of this lease, Lessor or its agents may immediately, or any time thereafter, re-enter and resume possession of the land and remove all persons and property without liability for



lease covenants or provisions or affect the right of the city to enforce the same in the event of any subsequent breach or default.

Section 13.4: Responsibility/Indemnification. Lessee agrees to assume full control and responsibility for all activities connected with this lease. Lessee shall indemnify, defend and save harmless Lessor from and against any and all losses, damages, liabilities, expenses, claims and demands of, direct or indirect, arising out of or in any way connected with this lease.

Section 13.5: Integration. This lease sets forth all the covenants, terms, conditions and understandings between the parties, and there shall be no covenants, terms, conditions or understandings, either oral or written, other than as contained in this lease.

Section 13.6: Modification. This lease may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

Section 13.7: Recording of Lease. Lessor shall record this lease as soon as possible after its execution by both parties. Directly after recording this lease, Lessor shall provide Lessee with a copy of the lease stamped by the Recorder's Office showing the date and time of recording.

Section 13.8: Attorney's Fees. If litigation by either party must be instituted to recover any payment due under this lease, or on account of any breach of this lease, or to recover possession of the leased premises, the prevailing party shall be entitled to recover its actual attorney's fees and all costs and expenses reasonably incurred by it in connection with such action and on any appeal therefrom.

Section 13.9: Severability of Terms. The invalidity or unenforceability of any provisions of this agreement shall not affect or impair any other provisions.

Section 13.10: Binding Effect. The terms, provisions and covenants contained in this lease shall apply to, and bind the parties and their respective successors, except as otherwise herein expressly provided.

Section 13.11: Effect of Headings. The captions, section headings and numbers, and article headings and numbers in this lease are inserted only as a matter of convenience and in no way define, limit or describe the scope or intent of the sections or articles of this agreement, nor in any way affect the agreement.

Section 13.12: Time of the Essence. Time is of the essence in all provisions of this lease.



DATED THIS 27<sup>th</sup> day of July, 2012

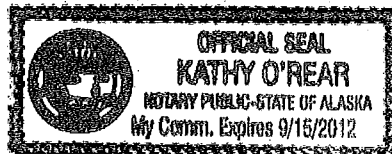
LESSEE:  
PETERBURG HUMANE ASSOCIATION

By: Merrily G. Jones  
Its: Merrily G. Jones  
President

STATE OF ALASKA )  
 )ss.  
FIRST JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 27 day of July, 2012 before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared Merrily Jones to me known and known to me to be the person whose name is subscribed to the foregoing instrument, and after being first duly sworn according to law acknowledged to me under oath that she is the President of the Petersburg Humane Association an organization organized under the laws of the State of Alaska, that she has been authorized by said board of directors to execute the foregoing instrument on its behalf and she executed the same freely and voluntarily as the free act and deed of said organization.

WITNESS my hand and official seal the day and year in this certificate first above written.



Kathy O'Rear  
NOTARY PUBLIC for the State of Alaska  
My Commission Expires: 9-15-2012

Return to: Kathy O'Rear, City Clerk  
City of Petersburg  
PO Box 329  
Petersburg, Alaska 99833



11 of 13

2012-000685-0

11

HAUGEN DRIVE

PETERSBURG INMATE ASSOC. LEASE PARCEL

SE 1/4 SW 1/4 NE 1/4





*Item 1.*



Revised: 4/10/2023

Public Map



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



## GENERAL NOTES

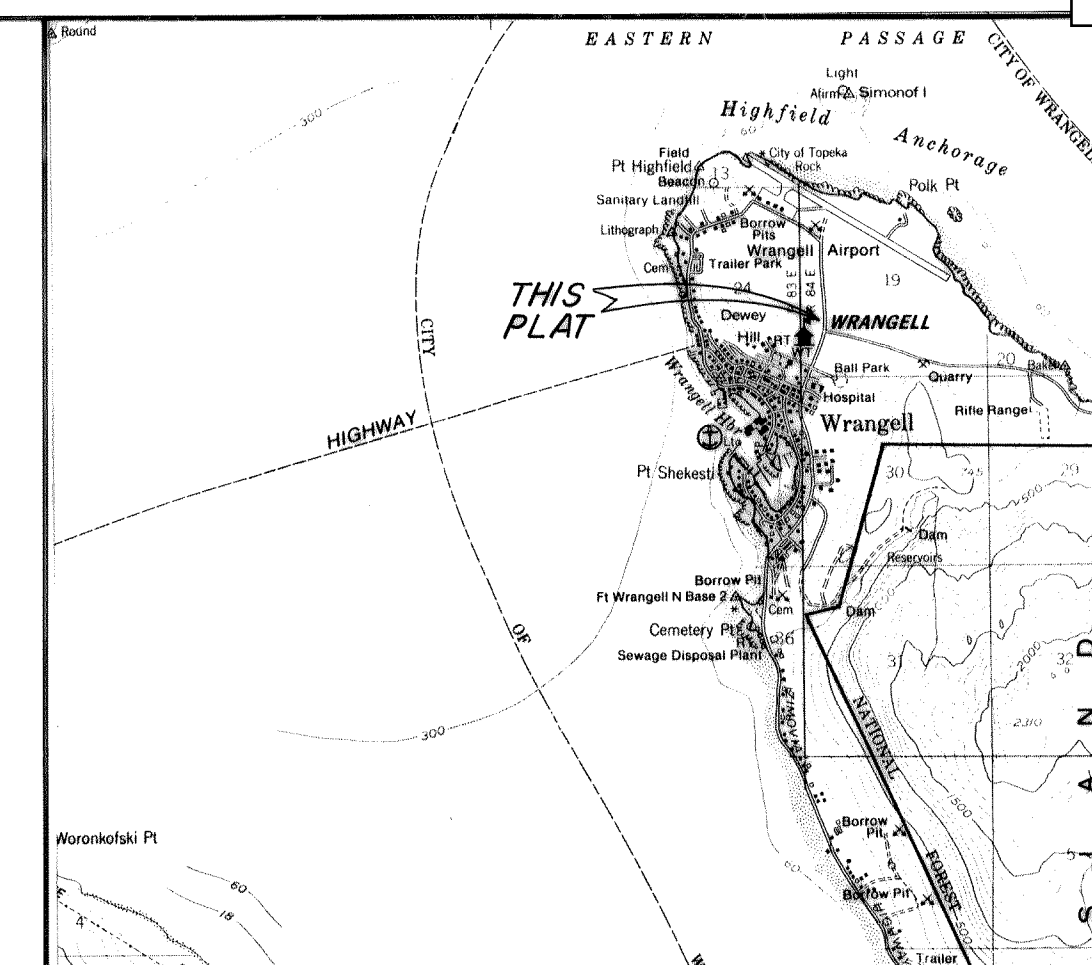
1. THE BASIS OF BEARING UTILIZED TO CONDUCT THIS SURVEY WAS THE COMPUTED INVERSE BETWEEN THE 3" ALUMINUM CAP ON REBAR MONUMENT AT THE NORTH WEST CORNER OF LOT 6, BLOCK 60 AND THE CROSS ON ROCK MONUMENT AT CORNER 36, U.S. SURVEY 125, HAVING AN ACCEPTED BEARING OF N 30°01'W.
2. WHERE RECORD SURVEY COURSES (BEARINGS AND/OR DISTANCES) DIFFER FROM MEASURED AND/OR COMPUTED COURSES, THE RECORD COURSE IS SHOWN WITHIN PARENTHESES, WHILE THE MEASURED AND/OR COMPUTED COURSE IS SHOWN WITHOUT PARENTHESES.
3. THE ACCURACY OF THIS SURVEY IS GREATER THAN 1:10,000.
4. ALL BEARINGS SHOWN ARE TRUE BEARINGS AND ARE ORIENTED TO THE BASIS-OF-BEARING AND DISTANCES SHOWN ARE REDUCED TO HORIZONTAL FIELD DISTANCES.
5. CUL DE SAC'S SHOWN ON THE WEST END OF HOWELL, THIRD, FOURTH AND FIFTH AVENUE ARE TEMPORARY EASEMENTS FOR THE CONSTRUCTION OF TURN AROUND. AT THE TIME MISSION STREET IS CONSTRUCTED TO THESE STREETS, THESE CUL DE SAC EASEMENTS SHALL BE CONSIDERED VACATED BY THE CITY OF WRANGELL.

CURVE	RADIUS	TANGENT	LENGTH	DELTA	CHORD	CH. BEARING
(1)	1332.40'	83.30'	166.38'	7°09'15"	166.27'	S 16°13'15"W
(2)	1332.40'	85.32'	170.41'	7°19'40"	170.29'	S 08°58'45"W
(3)	1332.40'	44.63'	89.22'	3°50'10"	89.21'	S 01°07'15"W
(4)	1432.40'	79.58'	158.99'	6°21'35"	158.91'	S 02°22'55"W
(5)	1432.40'	194.70'	387.03'	15°28'55"	385.86'	S 13°18'10"W
(6)	1432.40'	28.21'	56.41'	2°15'25"	56.41'	S 22°10'20"W
(7)	50.00'	114.56'	115.93'	132°50'37"	91.65'	S 66°42'00"E
(8)	50.00'	86.60'	104.72'	120°00'00"	86.60'	S 66°42'00"E

## LEGEND

- ⊗ B.L.M. CROSS ON ROCK MONUMENT
- △ CONCRETE HIGHWAY MONUMENT
- ALUMINUM PIPE MONUMENT
- BY OTHERS
- 3" ALCAP ON REBAR MONUMENT LS-3337
- 1 1/2" ALCAP ON REBAR MONUMENT BY OTHERS
- BRAUN ALUMINUM PIPE MONUMENT
- BRAUN 4"X4" WOOD POST MONUMENT
- BRAUN 1 1/2" ALCAP ON REBAR MONUMENT
- BRAUN 1 1/2" ALUMINUM STEM CAP GROUTED IN ROCK
- BRASS CAP MONUMENT

U.S.S. No. 125  
U.S.S. No. 1119

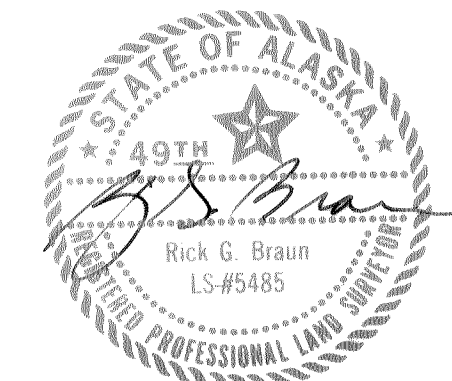


## VICINITY MAP

SOURCE: USGS QUADRANGLE PETERSBURG B-2  
DATE: 1986 SCALE: 1 INCH = 1 MILE

## SURVEYOR'S CERTIFICATE

I, RICK G. BRAUN, L.S., CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ALASKA, THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF LANDS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION; THAT THE DISTANCES AND BEARINGS ARE SHOWN CORRECTLY; AND THAT ALL PERMANENT EXTERIOR CONTROL MONUMENTS, ALL OTHER MONUMENTS, AND LOT CORNERS HAVE BEEN SET AND STAKED.



## CERTIFICATE OF ACCEPTANCE

BY THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
WASTE WATER DISPOSAL:

THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION HAS REVIEWED PLANS FOR THIS SUBDIVISION'S WASTEWATER DISPOSAL, AND APPROVES THIS SUBDIVISION FOR PLATTING. ALL LOTS FOR THIS SUBDIVISION SYSTEM ARE APPROVED FOR CONNECTION TO THE CITY OF WRANGELL SEWER SYSTEM ONLY.

*Barry J. Ruppert, Kristi Mangan* 6-25-92  
NAME AND TITLE OF ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION APPROVING OFFICIAL DATE

## WRANGELL INDUSTRIAL PARK EXPANSION SUBDIVISION

A PLAT OF A SUBDIVISION OF  
BLOCKS 61, 63, 64, 65 AND 66  
OF U.S. SURVEY No. 1119

AND OF

A PORTION OF PARCEL 2  
OF A.S.L.S. No. 84-83

WRANGELL RECORDING DISTRICT

CLIENT: CITY OF WRANGELL  
P.O. BOX 531  
WRANGELL, AK 99929

100 0 100 200 300  
GRAPHIC SCALE - FEET

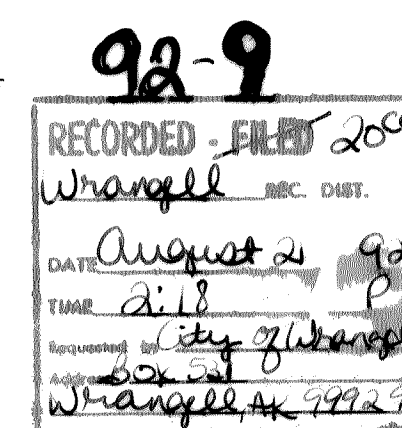
## SURVEYOR

**RICK G. BRAUN, L.S.**

P.O. BOX 211, PETERSBURG, AK 99833  
PH (907) 772-3986

SURVEY COMPLETED 4/23/92 DRAWN BY R.B.

SCALE AS SHOWN PROJ. NO. COW892



## CERTIFICATE OF PAYMENT OF TAXES

STATE OF ALASKA )  
FIRST JUDICIAL DISTRICT ) ss.

I, THE UNDERSIGNED, BEING DULY APPOINTED AND QUALIFIED, AND ACTING ASSESSOR FOR THE CITY OF WRANGELL, DO HEREBY CERTIFY THAT, ACCORDING TO THE RECORDS OF THE CITY OF WRANGELL, THE FOLLOWING DESCRIBED PROPERTY IS CARRIED ON THE TAX RECORDS IN THE NAME OF: City of Wrangell  
AND THAT, ACCORDING TO THE RECORDS IN MY POSSESSION, ALL TAXES ASSESSED AGAINST SAID LANDS AND IN FAVOR OF THE CITY OF WRANGELL ARE PAID IN FULL; THAT CURRENT TAXES FOR THE YEAR \_\_\_\_\_ WILL BE DUE ON OR BEFORE July 1, 1992.

DATED THIS 14 DAY OF July, 1992  
AT WRANGELL, ALASKA.

*Christie L. Janice*  
TREASURER - CITY OF WRANGELL

## CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

7-30-92  
DATE  
*David P. Platten*  
MAYOR, CITY OF WRANGELL

NOTARY'S ACKNOWLEDGMENT  
U.S. OF AMERICA  
STATE OF ALASKA

CITY OF WRANGELL

THIS IS TO CERTIFY THAT ON THIS 30<sup>th</sup> DAY OF July, 1992, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED Christie L. Janice, TO ME KNOWN TO BE THE IDENTICAL INDIVIDUAL(S) MENTIONED AND WHO EXECUTED THE WITHIN PLAT AND SIGNED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN SPECIFIED.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST HEREIN WRITTEN.

*Christie L. Janice*  
NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA

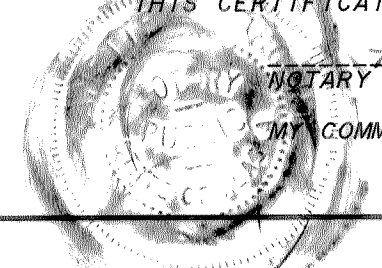
MY COMMISSION EXPIRES 10-24-94

## CERTIFICATE OF APPROVAL BY THE PLATTING BOARD

I, HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY OF WRANGELL, AND THAT SAID PLAT HAS BEEN APPROVED BY THE BOARD BY PLAT RESOLUTION NO. 7-14-92, DATED July 14, 1992 AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE DISTRICT MAGISTRATE, EX OFFICIO RECORDER, WRANGELL, ALASKA.

7-14-92 *William J. Schmidt*  
DATE CHAIRMAN, WRANGELL PLATTING BOARD

*Christie L. Janice*  
ATTEST  
CLERK, WRANGELL PLATTING BOARD



Dear Kate,

I'm writing to ask Planning and Zoning to grant a conditional use permit to allow an animal shelter to be placed on parcel 02-028-105 in the Industrial Park. I am a volunteer with St. Francis Animal Rescue and have long supported to work of eliminating the feral cat problem in town and rehoming cats and dogs.

Wrangell needs to join with other communities its size and provide support for St. Francis' no-profit rescues. In addition to its humanitarian work, the organization has saved the city considerable money.

Please forward this to Planning and Zoning as they consider the request for the above permit.

Bonnie Demerjian  
PO Box 1762  
Wrangell, AK 99929



**City and Borough of Wrangell, Alaska**  
**Planning and Zoning Commission**  
**Regular Meeting April 13<sup>th</sup>, 2023**  
**Staff Report**

**Agenda Item: G2****From:** Kate Thomas, Economic Development Director

**Subject:** Variance permit application request for a variance to the front and side yard setbacks for a storage unit on a portion of Lot 2, Tract A, USS 3402 and Lot A, Block A, Tract C, Keller Tidelands Subdivision (Plat No. 2012-2), zoned Rural Residential 1, requested, and owned by Steven and Helen Keller

**Background:** Applicants are proposing to construct a storage building for their four-wheeler and area for smoking fish.

**Review Criteria:**

Rural Residential I: Chapter 20.28  
 Standards: Chapter 20.52  
 Variance Permits: Chapter 20.72

**Recommendation:** Staff recommends approval of the variance request.

**Recommended Motion:**

**Move to approve findings of fact and the Variance request for a 4-foot side yard setback (11-foot setback reduction) and an 8-foot front yard setback (12-foot reduction) for a storage shed.**

**Findings of Fact:**

The applicant is seeking to construct a 16' x 20' (320 sq. ft.) storage shed. Lot 2 is 2,126 sq. ft. Lot A is 12,036 sq. ft. for a combined 14,162 sq. ft. Both lots are zoned Rural Residential 1. Minimum lot size is 10,000 sq ft in RR1 with sewer and water. The Kellers indicated on their application that this is the only area on the property that they can put this building and the property drops six to seven feet to the toe of the fill. They also stated that the structure will not affect neighbors' ability to use their property.

**A Variance application must meet four criteria (WMC 20.72.050)**

1. 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 zone;

Lot 2 parallels Zimovia Highway and is east northeast of Lot A. The house owned by the Kellers is located predominately on Lot A, although the driveway and garage cross over to Lot 2. The proposed storage shed will be constructed on the northeastern corner of Lot 2, allowing access from the existing driveway. Construction of the storage shed is most accessible in that corner of

the property due to the level ground and driveway location. Lot 2 is constructed from fill material with steep fill slopes.

2. That the strict application of the provisions of this title would result in practical difficulties or unnecessary hardships. Financial difficulty shall not be considered a hardship under this provision;

Strict application would require the construction of the shed to be in the existing driveway or elsewhere on the property which would restrict access to the garage or prohibit drivable access to the shed, which is intended for all terrain vehicle storage.

3. That the granting of the variance will not result in material damage or prejudice to other properties in the vicinity and will not be detrimental to the public health, safety or welfare;

The granting of the variance will not prejudice others in the area with similar construction. It will not create a public health issue, nor will it affect site distance in the easement entering Zimovia Highway.

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

## APPLICATION FOR VARIANCE

CITY OF WRANGELL  
 PLANNING AND ZONING  
 P.O. BOX 531  
 WRANGELL, AK 99929  
 Application Fee \$50.00

I. The undersigned hereby applies to the City of Wrangell for a variance.

II. Description: (use additional paper if necessary)

Legal description of the area requested for the variance Portion Lot 2C; Tract A: USS3402, and Lot A; BLK A; Tract C Keller Tidelands Subd. Plat # 2012-2  
 Lot (s) size of the petition area 320 ft<sup>2</sup>

Existing zoning of the petition area Rural Residential 1

Current zoning requirements that cannot be met (setbacks, height, etc.): Side Setback

Proposed change that requires this variance 4' set back Front yard setback 8'

III. Application information: (use additional paper if necessary)

Explain details of the proposed development Storage building for 4-wheelers and a smoke house fish area

A variance may be granted only if all four of the following conditions exist:

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 zone.

That the strict application of the provisions of this ordinance would result in practical difficulties or unnecessary hardships.

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.

That the granting of the variance will not be contrary to the objectives of the Comprehensive Plan.

Explain how your application meets these conditions: This is the only area on the property that we can put this building and the property drops 6 to 7 feet to the top of the hill. Will not affect neighbors abilities to utilize their property

Note: A variance shall not be granted because of special conditions caused by actions of the person seeking relief or for reasons of pecuniary hardship or inconvenience. A variance shall not be granted which will permit a land use in a zone in which that use is prohibited.

A schematic site plat must be attached showing the type and location of all Proposed uses on the site, and all vehicular and pedestrian circulation patterns relevant to those uses.

I hereby affirm that the above information is true and correct to the best of my knowledge. I also affirm that I am the true and legal property owner or the authorized agent thereof for the property subject herein.

Steven and Helen Keller  
 PRINT PETITIONER'S NAME

Steven Keller Helen Keller  
 SIGNATURE(S) OF THE OWNER(S) OF THE LAND IN PETITION AREA

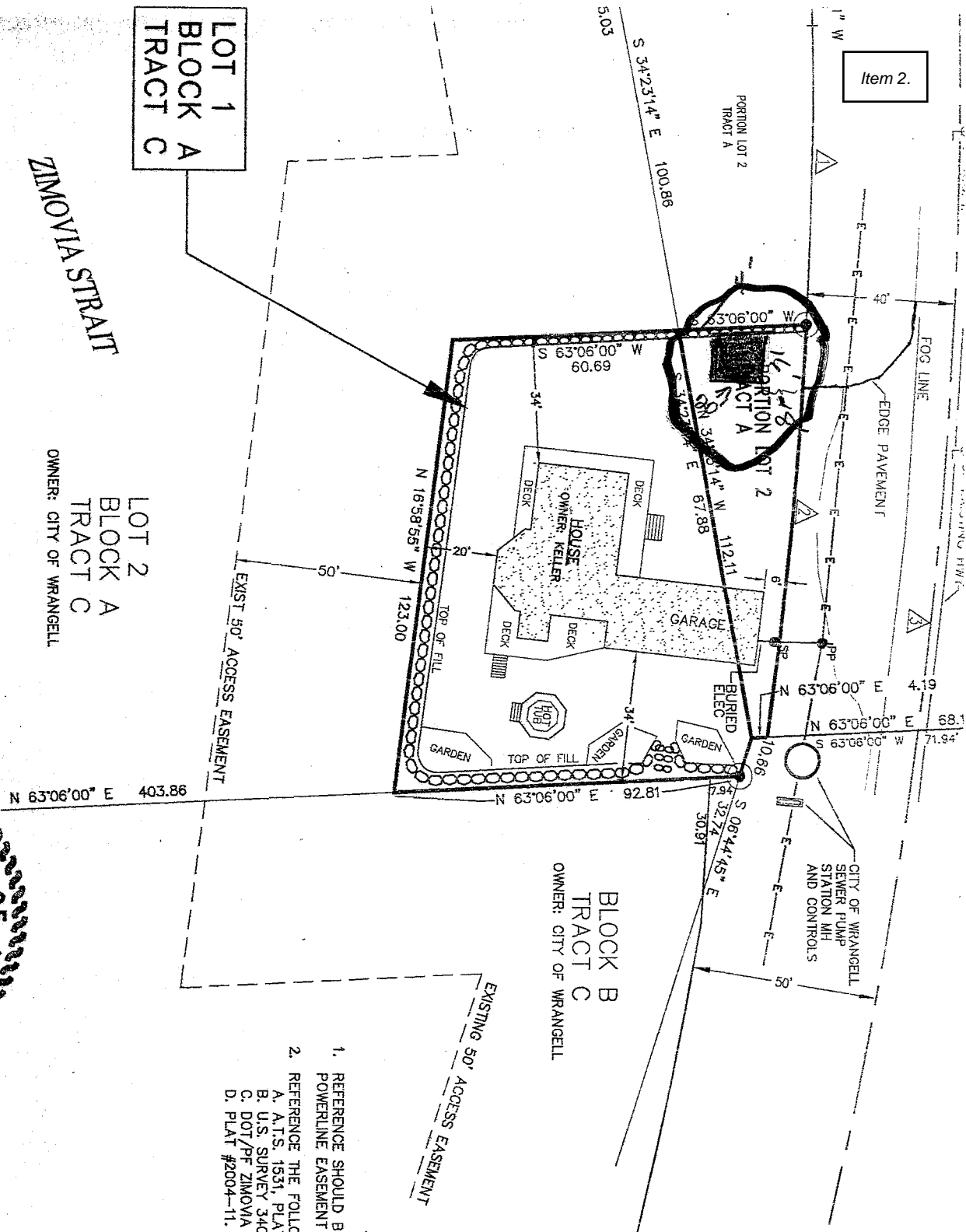
P.O. Box 133 1.5 mile Zimovia Hwy.  
 ADDRESS

Wrangell AK 99929

3/26/2023  
 DATE

907-874-3168  
 TELEPHONE

Item 2.



PLAT NOTES

1. REFERENCE SHOULD BE MADE TO BOOK 10, PAGES 529 TO 533 FOR THE TY POWERLINE EASEMENT THAT AFFECTS LOT 2, TR. A, U.S.S. 3402.
2. REFERENCE THE FOLLOWING WITHIN THE WRANGELL RECORDING DISTRICT
  - A. A.T.S. 1531, PLAT #98-14,
  - B. U.S. SURVEY 3402
  - C. DOT/PF ZIMOVIA HIGHWAY PROJECT #STP-0943(2270632)
  - D. PLAT #2004-11.

△ (C) Δ = 319'21"  
R = 1392.39'  
L = 80.74'  
CH = 80.73'

CHORD BEARING = N22°50'01"

△ (C) Δ = 4°35'35"  
R = 1392.39'  
L = 111.62'  
CH = 111.59'

CHORD BEARING = N18°52'33"

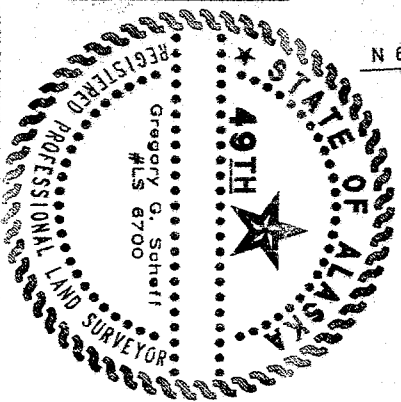
△ (C) Δ = 32°20'00"  
R = 1432.39'  
L = 808.33'  
CH = 797.05'

CHORD BEARING = N8°19'41"

SURVEYOR'S CERTIFICATE

PROPERTY DESCRIBED ON THIS PLAT, I DECLARE THAT IMPROVEMENTS AND VISIBLE ENCROACHMENTS ARE NOT KNOWN TO ME. THIS SURVEY IS FOR THE USE OF LENDING INSTITUTIONS SPECIFICALLY FOR THE PURPOSES OF THE CITY OF WRANGELL. UNDER NO CIRCUMSTANCES SHOULD THE DATA HEREON BE USED FOR ANY OTHER PURPOSE. I AM NOT A PARTY TO ANY SUBDIVISION COVENANTS AND ZONING ORDINANCES. 0 COR. SET.

GREGORY G. SCHEFF LS 6700



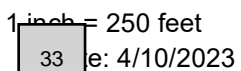
**GREG SCHEFF & ASSOCIATES**  
LAND SURVEYORS  
BOX 1331 WRANGELL, ALASKA 99929

PROJECT: ASBUILT SURVEY

LOT 1, BLOCK A, TRACT C, A.T.S. 1531, PLAT #98-14, U.S. SURVEY 3402  
KELLER/BAKE TIDELANDS SUBDIVISION  
AND PORTION LOT 2, TRACT A, U.S.S. 3402



*Item 2.*



WRANGELL  
CITY OF THE FUTURE  
INCORPORATED AUGUST 1972

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



## CERTIFICATE OF OWNERSHIP AND DEDICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE 4/10/12  
MAYOR, CITY AND BOROUGH OF WRANGELL

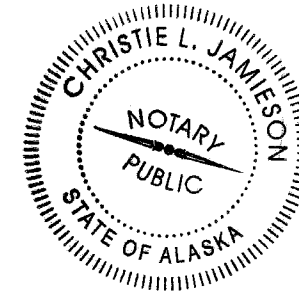
## NOTARY'S ACKNOWLEDGMENT

U.S. OF AMERICA  
STATE OF ALASKA  
CITY AND BOROUGH OF WRANGELL

THIS IS TO CERTIFY THAT ON THIS 10<sup>th</sup> DAY OF April, 2012, BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED Steven Keller, Helen Keller TO ME KNOWN TO BE THE IDENTICAL INDIVIDUAL(S) MENTIONED AND WHO EXECUTED THE WITHIN PLAT AND he ACKNOWLEDGED TO ME THAT he SIGNED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN SPECIFIED.

WITNESS MY HAND AND NOTARY SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST HEREIN WRITTEN.

Christie L. James  
NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA  
MY COMMISSION EXPIRES 7-2-2014



## CERTIFICATE OF OWNERSHIP AND DEDICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE 4/10/2012  
STEVEN KELLER  
DATE 4/10/2012  
HELEN KELLER

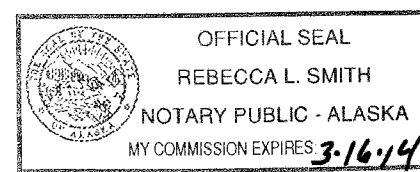
## NOTARY'S ACKNOWLEDGMENT

U.S. OF AMERICA  
STATE OF ALASKA  
CITY AND BOROUGH OF WRANGELL

THIS IS TO CERTIFY THAT ON THIS 10 DAY OF April, 2012, BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED Steven Keller, Helen Keller TO ME KNOWN TO BE THE IDENTICAL INDIVIDUAL(S) MENTIONED AND WHO EXECUTED THE WITHIN PLAT AND they ACKNOWLEDGED TO ME THAT They SIGNED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN SPECIFIED.

WITNESS MY HAND AND NOTARY SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST HEREIN WRITTEN.

Rebecca L. Smith  
NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA  
MY COMMISSION EXPIRES March 16, 2014



## CERTIFICATE OF EASEMENT VACATION

## ALONG AND TO PUBLIC AND NAVIGABLE WATERS.

THE STATE OF ALASKA, ACTING BY AND THROUGH THE COMMISSIONER OF THE DEPARTMENT OF NATURAL RESOURCES DO HEREBY STATE AND DECLARE THAT THE STATE OF ALASKA VACATES AND RELEASES ALL RIGHTS AND TITLE TO THE PORTIONS OF EASEMENT RESERVED TO IT UNDER A.S. 38.05.127 (SPECIFIC AREA DELINEATED ON THIS PLAT).

APPROVED: Burke D. Smith DATE 6/4/2012  
COMMISSIONER FOR DEPARTMENT OF NATURAL RESOURCES

## ACCEPTANCE OF DEDICATION

THE DIRECTOR OF THE DIVISION OF MINING, LAND AND WATER, ON BEHALF OF THE STATE OF ALASKA, HEREBY ACCEPTS FOR PUBLIC USE AND PUBLIC PURPOSES THE PUBLIC ACCESS EASEMENT DEDICATED THIS PLAT (AS 38.05.127) AS SHOWN ON THIS PLAT. THE ACCEPTANCE OF SUCH DEDICATED AREA DOES NOT OBLIGATE THE DEPARTMENT, ANY GOVERNING BODY OR THE PUBLIC TO CONSTRUCT, OPERATE, MAINTAIN OR MANAGE IMPROVEMENTS.

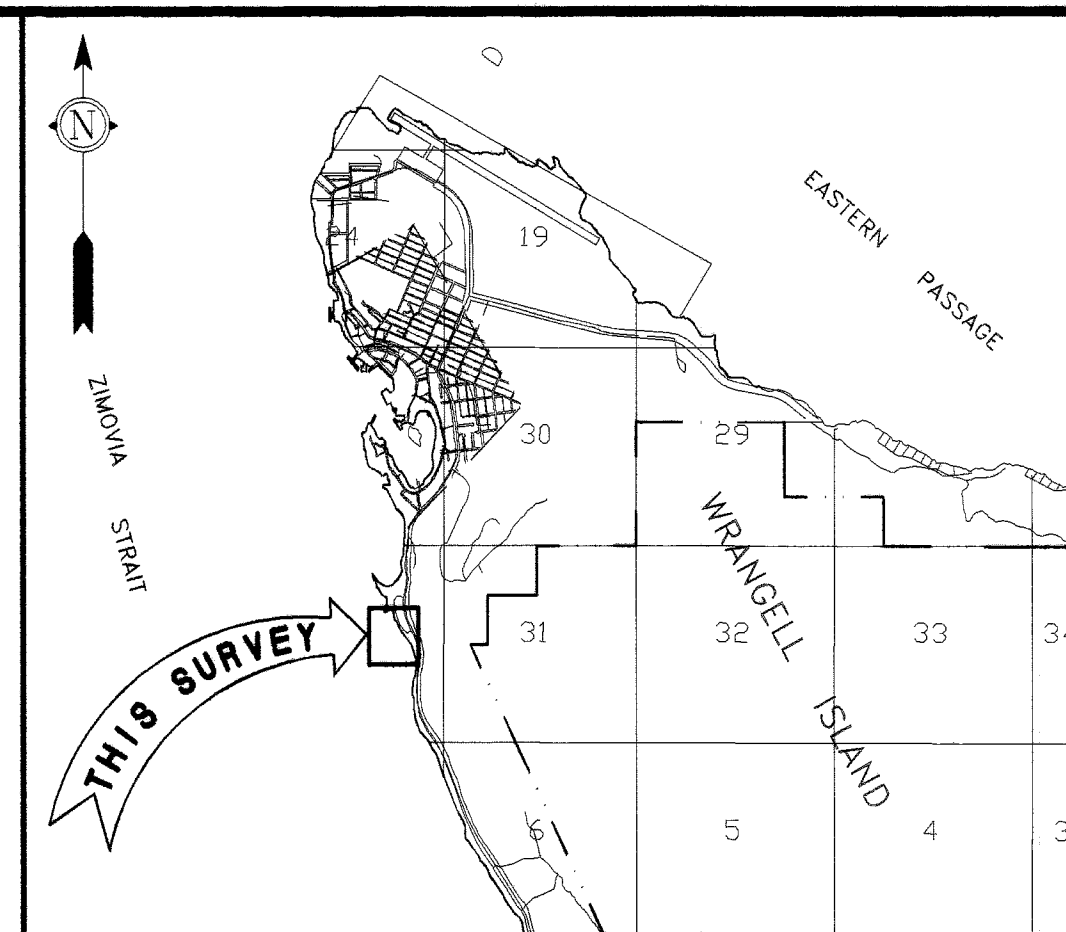
APPROVED: Burke D. Smith DATE 6/4/2012  
DIRECTOR DIVISION OF MINING, LAND AND WATER

## PLAT NOTES

- REFERENCE THE FOLLOWING WITHIN THE WRANGELL RECORDING DISTRICT
  - ATS 1531 PLAT #98-14
  - PLAT #2004-11
  - PLAT #2008-1
  - PLAT #2009-9
- THIS AS 38.05.127 EASEMENT VACATION IS IN COMPLIANCE WITH THE FINAL DECISION APPROVED NOVEMBER 4, 2010.
- DIAGONALLY HATCHED AREA INDICATES THE PORTION OF AS 38.05.127 PUBLIC ACCESS EASEMENT BEING VACATED BY THIS PLAT. IT IS NOT THE INTENT OF THIS PLAT TO VACATE ANY OTHER DEDICATED PUBLIC RIGHTS- OF-WAY OR EASEMENTS.
- THE M.H.W. AS SHOWN WAS SURVEYED IN SEPT. 2009 DURING THE SURVEY OF KILPATRICK SUBD., ON OCT. 17, 2011 (14.87 FT. @ 4:11pm) AND NOV. 10, 2011 (14.87 FT. @ 00:19am), BY VISUAL TIDAL OBSERVATIONS BASED UPON THE PUBLISHED NOAA TIDAL CHARTS FOR THE WRANGELL ISLAND DISTRICT.
- THE DEPICTION OF THE RECORD LOCATION OF THE 50-FOOT WIDE PUBLIC ACCESS EASEMENT PER AS 38.05.127 IS FOR INFORMATION PURPOSES ONLY. THE ACTUAL LOCATION OF THE SEAWARD LIMITS OF THIS EASEMENT IS 50-FOET SEAWARD OF THE CURRENT MEAN HIGH WATER LINE.

## TIDAL DATA

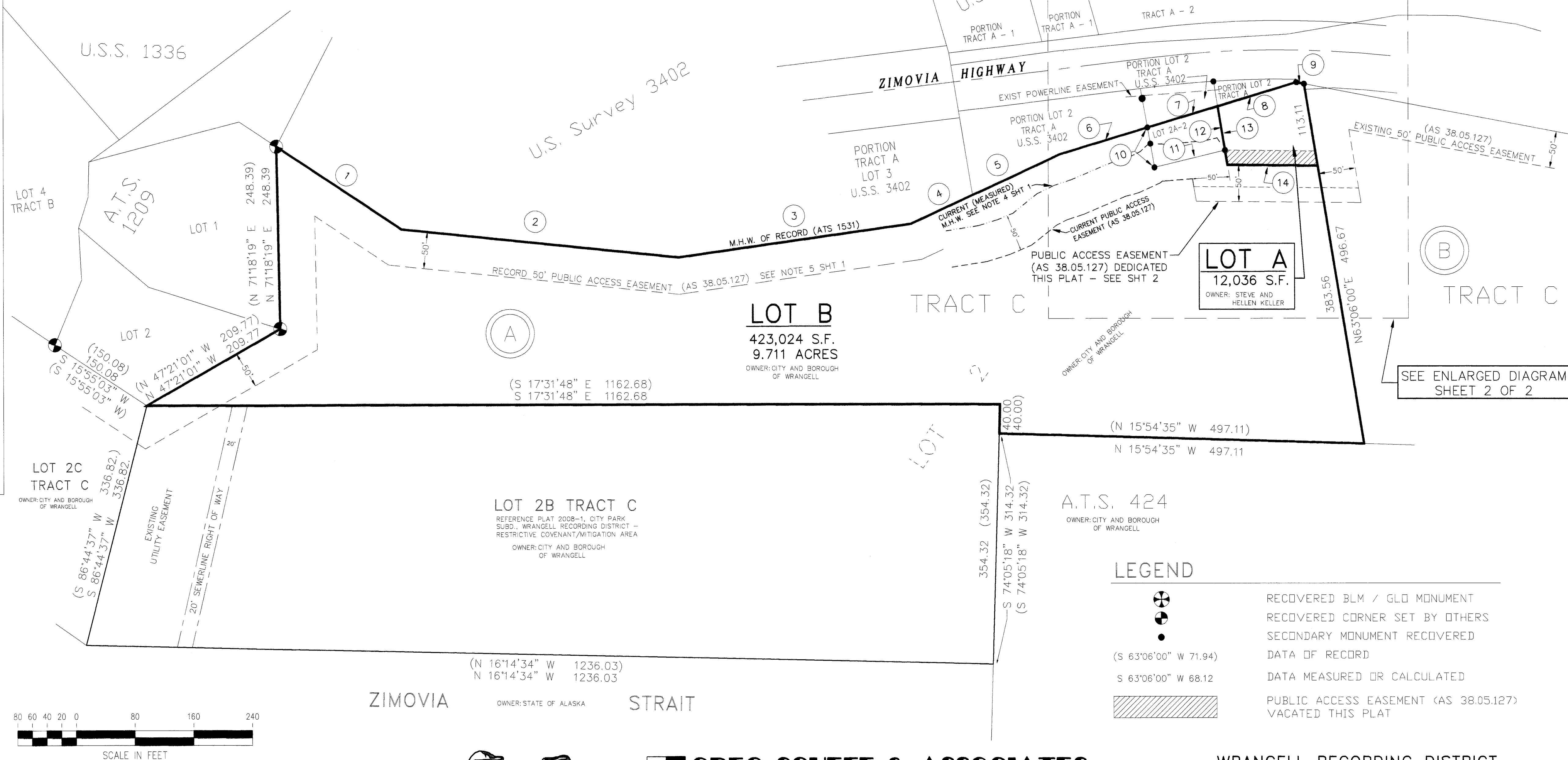
E.H.W. = 20.0'  
M.H.H.W. = 15.7'  
M.H.W. = 14.8'  
M.W. = 8.2'  
M.L.L.W. = 0.0'  
E.L.W. = -4.5'  
SOURCE: NOAA NAUTICAL CHART #17382 1981 REVISION



PETERSBURG B-2 QUAD 1953 (REV 1978)

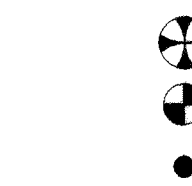
## VICINITY MAP

SCALE: 1"=1 MILE



SEE ENLARGED DIAGRAM SHEET 2 OF 2

## LEGEND



(S 63°06'00" W 71.94)

S 63°06'00" W 68.12

RECOVERED BLM / GLO MONUMENT

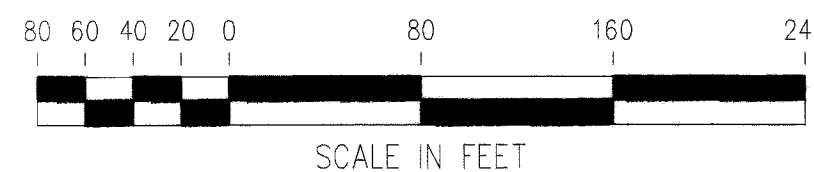
RECOVERED CORNER SET BY OTHERS

SECONDARY MONUMENT RECOVERED

DATA OF RECORD

DATA MEASURED OR CALCULATED

PUBLIC ACCESS EASEMENT (AS 38.05.127) VACATED THIS PLAT



SCALE IN FEET

## LINE DATA

①	S 16° 05' 55" W	204.70
②	S 11° 39' 58" E	379.76
③	S 25° 39' 50" E	320.09
④	S 42° 30' 06" E	92.29
⑤	S 42° 34' 24" E	131.09
⑥	N 34° 23' 14" W	124.17
⑦	N 34° 23' 14" W	100.23
⑧	N 34° 23' 14" W	112.11
⑨	S 06° 44' 45" E	10.66
⑩	S 62° 25' 52" E	55.00
⑪	S 31° 09' 38" E	98.77
⑫	S 63° 06' 00" W	60.69
⑬	S 63° 06' 00" W	80.99
⑭	S 16° 58' 55" E	123.00

## LOT 2B TRACT C

REFERENCE PLAT 2008-1, CITY PARK SUBD., WRANGELL RECORDING DISTRICT - RESTRICTIVE COVENANT/MITIGATION AREA

OWNER: CITY AND BOROUGH OF WRANGELL

(N 16°14'34" W 1236.03)  
N 16°14'34" W 1236.03

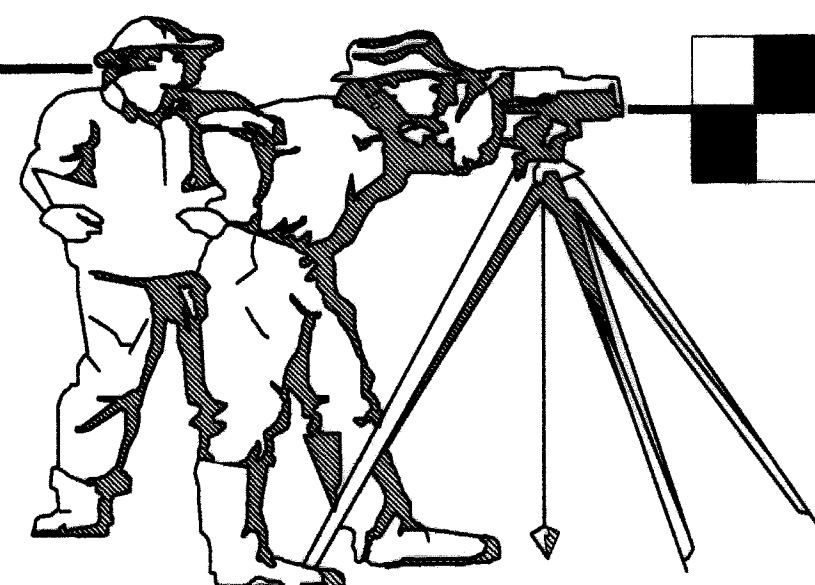
ZIMOVI

OWNER: STATE OF ALASKA

STRAIT

A.T.S. 424

OWNER: CITY AND BOROUGH OF WRANGELL

GREG SCHEFF & ASSOCIATES  
LAND SURVEYORS

BOX 1331 WRANGELL, ALASKA 99929

PHONE (907) 874-2177  
FAX (907) 874-2187

Wrangell Recording District 2012-2

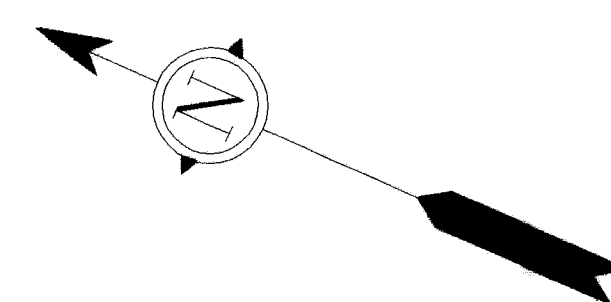
## WRANGELL RECORDING DISTRICT


## PROJECT: KELLER TIDELANDS SUBDIVISION


THE SUBDIVISION OF LOTS 1 & 2A-1, EASEMENT VACATION AND RELOCATION WITHIN BLOCK A, TRACT C, A.T.S. 1531 CREATING LOTS A AND B, BLOCK A. LOCATED WITHIN SECTION 36, T. 62 S, R. 83 E, C.R.M, ALASKA


CLIENT: STEVEN AND HELEN KELLER  
BOX 133  
WRANGELL, ALASKA 99929

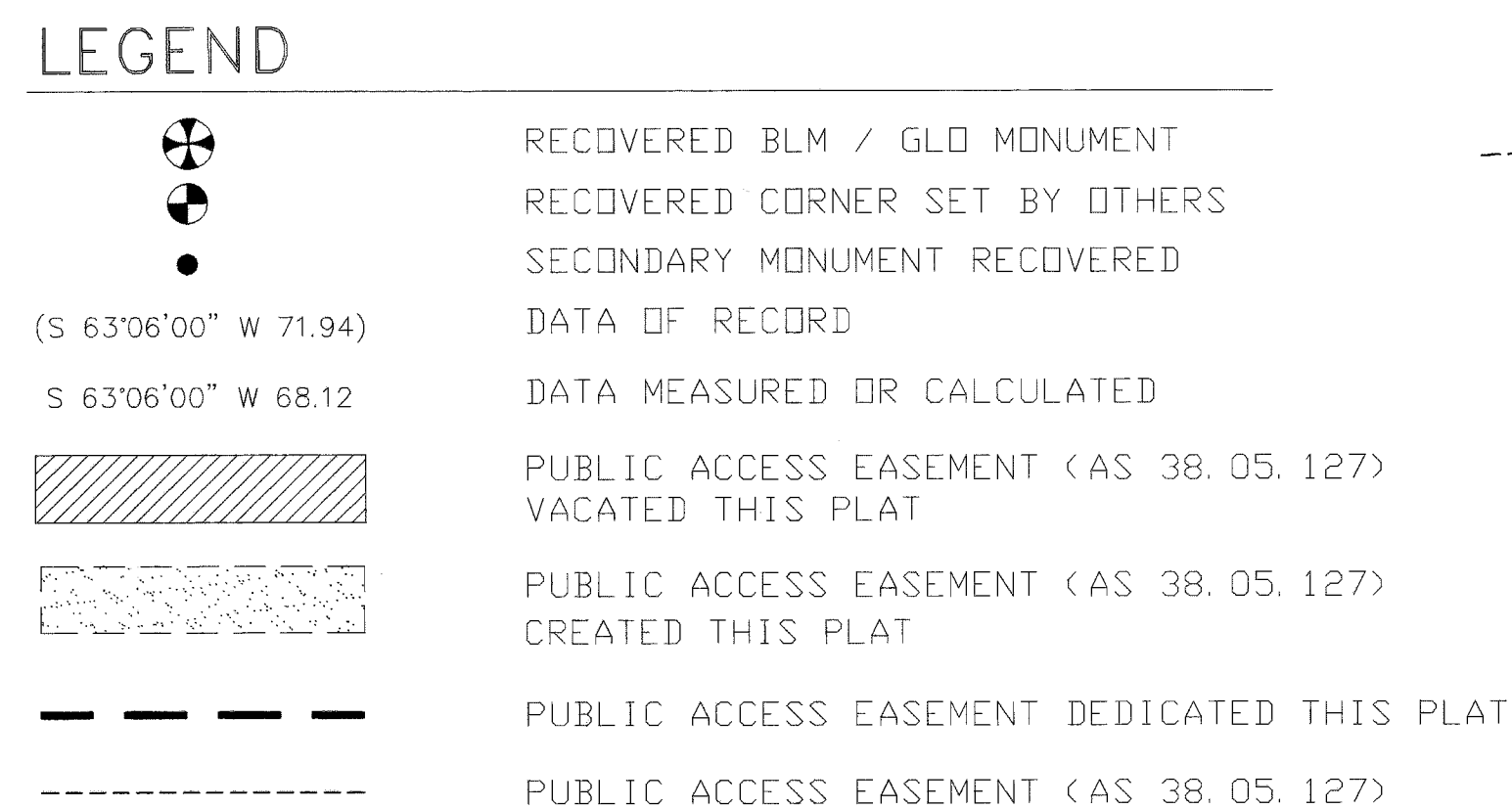
DNR FILE NO. EV-3-116



 (C)  $\Delta = 3719.21''$   
 $R = 1392.39'$   
 $L = 80.74''$   
 $CH = 80.73'$   
 CHORD BEARING = N22°50'01"W

 (C)  $\Delta = 4335.35''$   
 $R = 1392.39'$   
 $L = 111.62''$   
 $CH = 111.59'$   
 CHORD BEARING = N18°52'33"W

 (C)  $\Delta = 3220.00''$   
 $R = 1432.39'$   
 $L = 808.33''$   
 $CH = 797.65'$   
 CHORD BEARING = N81°9'41"W



LOT B  
BLOCK A  
TRACT C

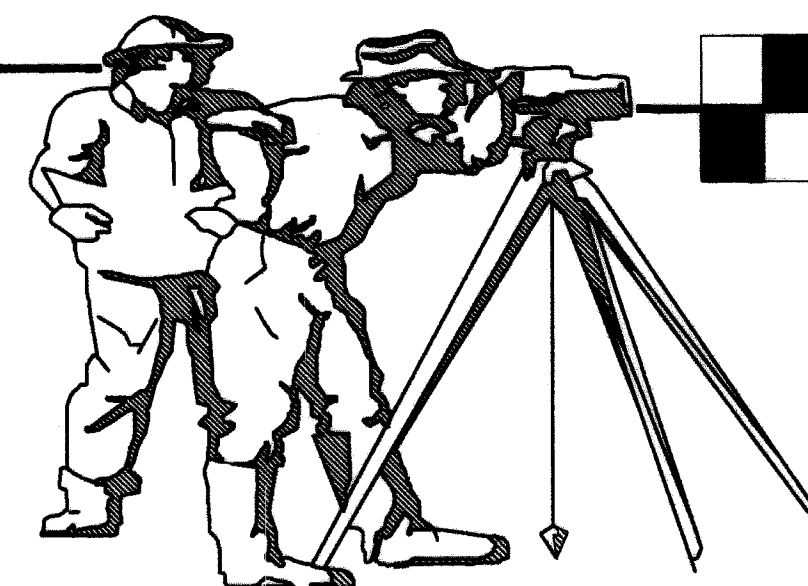
BLOCK B  
TRACT C

2012-2

Plat #	Wrangell
Rec Dist	July 6 20 12
Date	
Time	11:54 A M

ADDITIONAL AREA ADDED TO LOT 1	=	2460 S.F.
PREVIOUS AREA-LOT 1	=	9577 S.F.
NEW AREA - LOT A	=	12,036 S.F.

<div style="writing-mode: vertical-rl; transform: rotate(180deg);">SHEET</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">2 OF 2</div>	DESIGNED: <u>GGS</u>
	DRAWN: <u>TLS</u>
	CHECKED: <u>GGS</u>
	DATE OF SURVEY: <u>SEPT-2009/DEC 2011</u>
	DATE OF PLAT: <u>15-MAR-2012</u>
	SCALE: <u>1"=30'</u>
	SURVEYOR: <u>GREGORY G. SCHEFF</u>
	PROJECT NO. <u>51310-08-00</u>



**GREG SCHEFF & ASSOCIATES**  
**LAND SURVEYORS**

**BOX 1331 WRANGELL, ALASKA 99929**

**PHONE (907) 874-2177**  
**FAX (907) 874-2187**

WRANGELL RECORDING DISTRICT

**PROJECT: KELLER TIDELANDS SUBDIVISION**  
**THE SUBDIVISION OF LOTS 1 & 2A-1, EASEMENT VACATION AND**  
**RELOCATION WITHIN BLOCK A, TRACT C, A.T.S. 1531 CREATING**  
**LOTS A AND B, BLOCK A . LOCATED WITHIN SECTION 36,**  
**T. 62 S, R. 83 E, C.R.M., ALASKA**

**CLIENT:** STEVEN AND HELEN KELLER  
 BOX 133  
 WRANGELL, ALASKA 99929

DNR FILE NO. EV-3-116

**City and Borough of Wrangell, Alaska**  
**Planning and Zoning Commission**  
**Regular Meeting April 13<sup>th</sup>, 2023**  
**Staff Report**

**Agenda Item: G3**

**From:** Kate Thomas, Economic Development Director

---

**Subject:** Preliminary plat review of the Ostrander Replat, a replat of a portion of Lot 5, Block 84, USS 2589 (Plat No. 65-152), creating Lot 5A and Lot 5B, zoned Rural Residential 1, owned and requested by Mark and Margaret Mitchell

**Background:** Applicants are proposing to subdivide a parcel into two lots, creating Lot 5A and Lot 5B. This is a preliminary plat.

**Review criteria:**

Subdivisions: Chapter 19

**Recommended Motion:**

**Staff recommends approval of the preliminary plat of the Ostrander Replat.**

**Findings of Fact:**

The minimum lot size for lots zoned Rural Residential is 15,000 square feet, except that the minimum lot area may be 10,000 square feet for lots served by public water and sewer service (WMC 20.52.090). Zimovia Highway runs through the current parcel, Lot 5, creating a natural divide in the property. The applicant is subdividing Lot 5 (4.52 acres) into two lots creating Lot 5A (101,650 sq. ft.) on the eastern (upland) side of Zimovia Highway and Lot 5B (46,929 sq. ft.) on the western (oceanside) side of the highway. Both lots are greater than the minimum lot size. There is a 10 ft. wide utility easement that will continue through Lot 5B servicing the southern lots beyond the old Wrangell Highway, Lot 19. When the highway was relocated, it split Lot 5. The owners are now legally creating two lots.



CERTIFICATE OF OWNERSHIP AND DEDICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT AND WITHOUT RESERVATION OF ANY RIGHTS, CLAIMS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE \_\_\_\_\_  
MARK J. MITCHELL  
DATE \_\_\_\_\_  
MARGARET H. MITCHELL

NOTARY'S ACKNOWLEDGEMENT

U.S. OF AMERICA  
STATE OF ALASKA  
CITY AND BOROUGH OF WRANGELL

THIS IS TO CERTIFY THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DUTY TO ME KNOWN TO BE THE IDENTICAL INDIVIDUAL(S) MENTIONED AND WHO EXECUTED THE WITHIN PLAT AND \_\_\_\_\_ ACKNOWLEDGED TO ME THAT FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN SPECIFIED, WITNESS MY HAND AND NOTARY SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST HEREIN WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA  
MY COMMISSION EXPIRES \_\_\_\_\_.

CERTIFICATE OF APPROVAL BY THE ASSEMBLY

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY AND BOROUGH OF WRANGELL ASSEMBLY AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT COURT, EX OFFICIO RECORDER, WRANGELL, ALASKA.

DATE \_\_\_\_\_  
MAYOR, CITY AND BOROUGH OF WRANGELL  
ATTEST: \_\_\_\_\_  
CITY CLERK

CERTIFICATE STATE OF ALASKA  
(FIRST JUDICIAL DISTRICT)s

I, THE UNDERSIGNED, AS THE PROPERTY TAX CLERK FOR THE CITY AND BOROUGH OF WRANGELL, HEREBY CERTIFY THAT ACCORDING TO THE RECORDS IN MY POSSESSION, THE FOLLOWING DESCRIBED PROPERTY IS CARRIED ON THE TAX RECORDS OF THE CITY AND BOROUGH OF WRANGELL, IN THE NAME OF \_\_\_\_\_  
AND THAT ACCORDING TO THE RECORDS IN MY POSSESSION, ALL TAXES ASSESSED AGAINST SAID LANDS ARE PAID IN FULL; THAT CURRENT TAXES FOR THE YEAR 20\_\_\_\_ WILL BE DUE ON OR BEFORE OCTOBER 15, 20\_\_\_\_ DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.

ASSESSOR CITY AND BOROUGH OF WRANGELL

CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY AND BOROUGH OF WRANGELL ASSEMBLY AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT MAGISTRATE, EX OFFICIO RECORDER, WRANGELL, ALASKA.

DATE \_\_\_\_\_  
CHAIRMAN, PLANNING COMMISSION  
SECRETARY \_\_\_\_\_

SURVEYOR'S CERTIFICATE

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

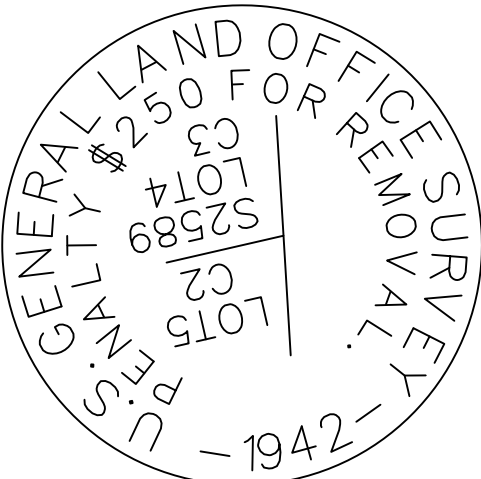
DATE \_\_\_\_\_

CHRISTOPHER G. PIBURN, PLS # 107552

NOTES

1. THE ERROR OF CLOSURE OF THIS SURVEY DOES NOT EXCEED 1:5000.
2. ALL BEARINGS SHOWN ARE TRUE BEARINGS AS ORIENTED TO THE BASIS OF BEARING AND DISTANCES SHOWN ARE REDUCED TO HORIZONTAL FIELD DISTANCES.
3. REFERENCE ALASKA ESCROW AND TITLE INSURANCE AGENCY CERTIFICATE TO PLAT #66016.
4. REFERENCE THE FOLLOWING WITHIN THE WRANGELL RECORDING DISTRICT:
  - U.S. SURVEY 2589
  - SUPPLEMENTAL PLAT TO U.S. SURVEY 2589
  - STATE OF AK HIGHWAY PROJECT #57P-0943(22)
  - STATE OF AK HIGHWAY PROJECT #R5-0943(19)
  - PLAT 83-6
  - RECORD OF SURVEY DATED 08/04/2007 PREPARED BY GREG SCHEFF AND ASSOCIATES AS PLAT #2013-0002
  - PROJECT #52284-08-00
  - PLAT 2013-0002
  - PLAT 2019-9 (JANSSON-BUHLER REPLAT)

RECOVERED 2.5" DIA. BRASS  
CAP ON 1" DIA. STEEL PIPE.  
IN GOOD CONDITION.





UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
Washington, D.C. September 14, 1958

This plat is strictly conformable to the approved field notes, and the survey, having been correctly executed in accordance with the requirements of law and the regulations of this Bureau, is hereby accepted.

# U. S. SURVEY No. 3534, ALASKA

embracing  
Lots 1 through 7

Situated

About 6 1/2 Miles South of Wrangell, Alaska  
On Tidalands of Zimovia Strait

In S. Seamer Bay

Geographic Position at Witness Corner No. 1:  
Latitude 56° 25' N. Longitude 132° 25' W.  
(Approximate)

Area: 36.86 Acres

Executed By:

Robert Q. Pickering, Cartographic Survey Aid

Under Special Instructions

Dated May 2, 1957

And Approved May 2, 1957

Survey Commenced May 6, 1957

Survey Completed May 13, 1957

Survey made under provisions  
of Private Law 163, 84th Congress,  
Chapter 300--1st Session, H. R. 4853

For the Director

*Carl H. Harrington*

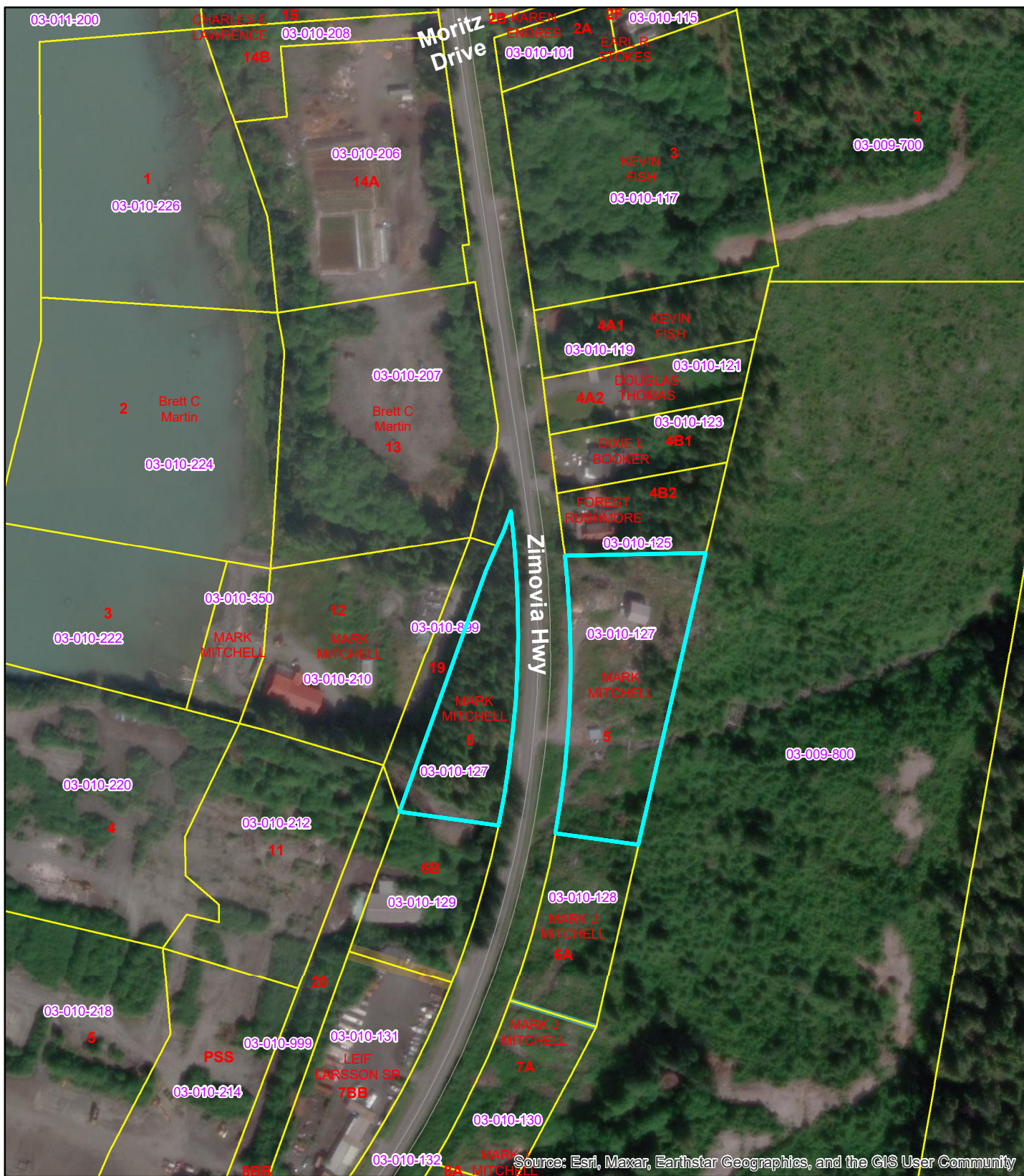
Cadastral Engineering Staff Officer

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*Vol. 10, p. 10*  
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# CITY AND BOROUGH OF WRANGELL, ALASKA

Item 3.



1 inch = 250 feet  
39  
e: 4/10/2023

Public Map



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

**City and Borough of Wrangell, Alaska**  
**Planning and Zoning Commission**  
**Regular Meeting April 13<sup>th</sup>, 2023**  
**Staff Report**

**Agenda Item:** G4

**From:** Kate Thomas, Economic Development Director

---

**Subject:** Review and Approval of a Right-Of-Way encroachment application for an awning on 310 Front Street, Portion of Lot 3, Block 5, USS 1119, owned by Bunes Family LLC, requested by Tim Bunes.

**Background:** This is an after the fact Right-Of-Way encroachment application. The applicant began and completed the construction of an awning added to the front of their building to provide partial cover for sidewalk entrance into their place of business.

**Review Criteria:**

Encroachments in the borough right-of-way: Chapter 13.05  
Standards: Chapter 20.52

**Recommendation:** Staff recommends approval of the Right-Of-Way encroachment request.

**Recommended Motion:**

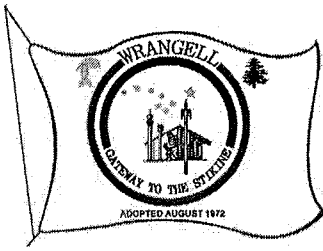
**Move to approve findings of fact and the Right-Of-Way encroachment request for an awning, attached to the front of their building to provide coverage at the entrance of their business.**

**Findings of Fact:**

The applicant is seeking a permit approving the (after the fact) construction of an awning on the front of their building to provide coverage for sidewalk entrance into their place of business. The property is 1,715 sq. ft. and is zoned Commercial. The awning extends from the property into the Front Street right-of-way. The encroachment area is 120 square feet, 24 feet wide by 5 feet deep. Granting approval of the encroachment request will not negatively impede on others, borough maintenance efforts or public safety. The encroachment stops 2 feet short of the curb. This encroachment request is not considered an advertisement, which is specifically not permitted in the right-of-way.







# CITY AND BOROUGH OF WRANGELL

INCORPORATED MAY 30, 2008

P.O. BOX 531 (907)-874-2381  
Wrangell, AK 99929 FAX (907)-874-3952

## RIGHT-OF-WAY ENCROACHMENT PERMIT APPLICATION

Wrangell Municipal Code Chapter 13.05 "Encroachments in the Borough Right-of-Way" represents the City & Borough of Wrangell's position with regard to proposed encroachments and the private use of public right-of-way within the corporate limits of the City & Borough of Wrangell, Alaska. In the context of this application, "public right-of-way" refers to all public sidewalks; street and alley right-of-way; and parks, open space, and other properties or lots owned or controlled by the City & Borough of Wrangell.

This Encroachment Permit Application solely covers encroaching on the public right-of-way as defined above and by no means exempts applicant from obtaining other permits or licenses as may be required by the City & Borough of Wrangell or other agencies. Advertising signs are not allowed in the right-of-way.

### 1) GENERAL INFORMATION

Name of Applicant: <i>Timothy Buness</i>		Phone: <i>907 305 0556</i>
Mailing Address: <i>Po Box 66 WRANGELL AK 99929</i>		
Email Address: <i>tim.buness@gmail.com</i>		
Name of Property Owner: <i>BUNESS FAMILY LLC</i>		Phone: <i>907 305 0556</i>
Mailing Address: <i>Po Box 782 WRANGELL, AK 99929</i>		
Email Address:		
Identifying Description of Right-of-Way being encroached upon: <i>Front Street Sidewalk</i>		
Physical Address/Location of Adjoining Property to Encroachment Area: <i>310 Front Street</i>		
Lot: <i>3</i>	Block: <i>5</i>	Subdivision: Parcel#: <i>02-022-119</i>
Proposed use of the right-of-way (Describe here. Attach site plan showing location of improvements and photographs. <i>PROVIDE PARTIAL COVER FOR SIDEWALK, ENTRY.</i>		

Are any permanent structures located in the right-of-way? <input checked="" type="radio"/> Yes <input type="radio"/> No    If Yes, describe	Are there any water and sewer facilities? <input checked="" type="radio"/> Yes <input type="radio"/> No
Size of Proposed Permit area (square feet): 120 sq ft	How many feet from the edge of the pavement will the proposed improvement be located? 2
Type of Permit Requested: <input type="checkbox"/> Temporary <input checked="" type="checkbox"/> Permanent    Is this? <input checked="" type="checkbox"/> New <input type="checkbox"/> Existing If Temporary, when will the Encroachment be removed? Date: _____ If Existing, when was the Encroachment constructed? Date: _____ 3/29/23	

This permit is subject to the provisions of Wrangell Municipal Code, Chapter 13.05, and the following general and special conditions:

- Indemnification:** Per 13.05.050, Permittee shall indemnify, defend and hold harmless the City and Borough, and its officers, employees, and contractors, from any claim resulting from injury, loss, or damage to any person or personal property resulting from Permittee's use of the permitted area.
- Waiver of Claims:** Permittee waives any claim or right of action Permittee may have against the City and Borough in the event of damage to property, and injury to or death of any person in the permitted area that arises because of the design, construction, maintenance, management, or operation of a highway in the right of way containing the permitted area.
- Reimbursement of Costs:** Permittee shall reimburse the Borough for all costs and expenses incurred by the Borough, including attorney's fees, in any action brought by the Borough to recover any delinquent fees, or for the breach of any terms or conditions contained in this Permit, or to recover possession of the permitted area. All costs incident to encroachment shall be borne by the Applicant/Owner, including but not limited to utilities realignment or installation, transportation improvements, street sign replacement, or other public use of the right of way.
- Non-discrimination:** No person, on the basis of race, religion, color, national origin, age, or sex, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in that person's use of the permitted area.
- Assignment:** Permittee may not assign or transfer this permit. If the permitted encroachment changes ownership, the new owner needs to submit a new application, attach a copy of the existing permit, and provide proof of ownership of adjoining property.
- Revocation:** This Permit is not a property right but a temporary authorization, revocable by the City and Borough. Please see W.M.C. 13.05.020

7. **Loss of Business:** The City and Borough is not responsible for loss of business related to the issuance or revocation of this permit.
8. **Cancellation by Permittee:** Permittee may cancel this Permit by providing written notice to the City and Borough at the above address. Permittee is not entitled to a refund of any fees or expenses related to the revocation or cancellation of this Permit.
9. **Abandonment by Permittee:** Upon abandonment by Permittee of the permitted area, Permittee's rights under this Permit will immediately terminate, but Permittee's obligations will survive until fulfilled.
10. **Public Notice:** Public notice may be required if the City and Borough of Wrangell determines it to be in the best interest of the city and borough.

## 2) PROPERTY OWNER ACKNOWLEDGEMENT

*I have read the instructions and certify that all the above information and all attachments I have provided are true and correct. I understand that the City & Borough of Wrangell assumes no responsibility or liability for items encroaching into City & Borough Right-of-Way. I agree and understand that an encroachment permit can be denied. I agree and understand that a permit may be revoked based upon a written determination by the City and Borough of Wrangell that municipal code requirements have been violated.*

Property Owner:

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

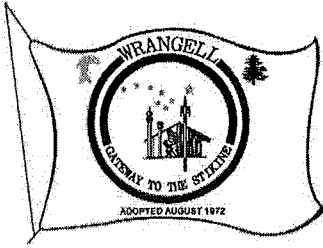
Date: \_\_\_\_\_

3) ATTACH SITE PLAN AND RELEVANT PHOTOGRAPHS of the proposed encroachment area, showing linear, height, and area of the encroachment.

Please return the completed application to City Hall. P.O. Box 531, Wrangell, AK 99929.

pd 3/31/23  
CWZ





## CITY AND BOROUGH OF WRANGELL

INCORPORATED MAY 30, 2008

P.O. BOX 531 (907)-874-2381  
Wrangell, AK 99929 FAX (907)-874-3952

### RIGHT-OF-WAY ENCROACHMENT PERMIT

THIS PERMIT is issued and effective this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_ at Wrangell, Alaska, by the City and Borough of Wrangell to (name) with a mailing address of \_\_\_\_\_ Wrangell, AK 99929.

The permittee may occupy the following described right-of-way, which is shown on the attached drawing and application and any response by the Planning and Zoning Commission or Zoning Administrator.

This permit is subject to the provisions of Wrangell Municipal Code (WMC) 13.05, and the following general and special conditions:

1. **Allowed Use:** The permitted area of approximately \_\_\_\_\_ (linear or square) feet is to be used for \_\_\_\_\_, and for no other purpose and will not be modified or enlarged without required approvals.
2. **Fee:** Permittee will pay the application fee in the amount of **\$100** at the time of the application submittal.
3. **Use by the City:** The issuance of this Permit notwithstanding, the permitted area's primary use is for transportation purposes or uses providing for the best interest of the City and Borough of Wrangell. The City may revoke this permit, and/or enter the permitted area at any time, without notice, for emergency use, or for the planning, design, construction, inspection, or maintenance of existing or future transportation and utility facilities. The applicant/owner shall bear all costs for repair, relocation, replacement or removal of the encroachments in the event of damage or movement due to, but not limited to, vehicular travel, alterations, installation or failures of a public utility, or due to the public's use of the right of way.
4. **Compliance with Laws:** Permittee shall comply with all laws, ordinances, regulations, and administrative agency and/or court orders, including those relating to health, safety, noise, environmental protection, waste disposal, hazardous or toxic materials, and water and air quality.
5. **Indemnification:** Per 13.05.050, Permittee shall indemnify, defend and hold harmless the City and Borough, and its officers, employees, and contractors, from any claim resulting from injury, loss, or damage to any person or personal property resulting from Permittee's use of the permitted area.
6. **Waiver of Claims:** Permittee waives any claim or right of action Permittee may have against the City and Borough in the event of damage to property, and injury to or death of any person in the permitted area that arises because of the design, construction, maintenance, management, or operation of a highway in the right of way containing the permitted area.
7. **Reimbursement of Costs:** Permittee shall reimburse the Borough for all costs and expenses incurred by the Borough, including attorney's fees, in any action brought by the Borough to recover any delinquent fees, or for the breach of any terms or conditions contained in this Permit, or to recover possession of the permitted area. All costs incident to encroachment shall be borne by the Applicant/Owner, including but not limited to utilities

realignment or installation, transportation improvements, street sign replacement, or other public use of the right of way.

8. **Non-discrimination:** No person, on the basis of race, religion, color, national origin, age, or sex, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in that person's use of the permitted area.
9. **Assignment:** Permittee may not assign or transfer this permit. If the permitted encroachment changes ownership, the new owner needs to submit a new application, attach a copy of the existing permit, and provide proof of ownership of adjoining property.
10. **Revocation:** This Permit is not a property right but a temporary authorization, revocable by the City and Borough. Please see W.M.C. 13.05.020
11. **Loss of Business:** The City and Borough is not responsible for loss of business related to the issuance or revocation of this permit.
12. **Cancellation by Permittee:** Permittee may cancel this Permit by providing written notice to the City and Borough at the above address. Permittee is not entitled to a refund of any fees or expenses related to the revocation or cancellation of this Permit.
13. **Abandonment by Permittee:** Upon abandonment by Permittee of the permitted area, Permittee's rights under this Permit will immediately terminate, but Permittee's obligations will survive until fulfilled.

#### APPROVALS:

**Planning and Zoning Chair:** (Or Zoning Administrator per WMC 13.05.040)

\_\_\_\_\_ Date: \_\_\_\_\_

**Building Code Official:**

\_\_\_\_\_ Date: \_\_\_\_\_

**Land Owner:**

\_\_\_\_\_ Date: \_\_\_\_\_

Attachments:

# CITY AND BOROUGH OF WRANGELL, ALASKA

Item 4.



1 inch = 150 feet  
47  
Date: 4/10/2023

Public Map



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

## *City and Borough of Wrangell, Alaska*

Date: April 10, 2023

To: Planning and Zoning Commission

From: Carol Rushmore, Economic Development Director

Re: Accessory Dwelling Code Development

Last year when the Commission was looking at zoning that could fit for the Institute Property, a discussion regarding Tiny Homes and Accessory Dwellings was started. This discussion will continue the Commission's last discussion in October 2022.

Not only is there a shortage of housing in Wrangell, but staff is receiving more questions regarding constructing a small cabin/tiny home/conversion of detached structures for additional housing. The request is either for personal use such as a family member, or to create housing for rent, or to create short term rental units. Currently, the way our code reads, two residences cannot be constructed on a single lot unless the applicant can provide information that the property could be subdivided and the second structure meets all the development standards. There is no limit on structure size. Tiny homes are currently permitted, but they must be placed on a foundation and meet building permit requirements. If they remain on a trailer, then they are treated as a trailer.

Attached are some simple samples of codes that describe issues for consideration. My intent would be to develop in general the key points for the standards and conditions of a new code for allowing Accessory Dwellings.

Issues to consider and address:

Size of accessory dwelling

Size of lot

Number of accessory dwellings permitted per lot

Owner occupied primary house

Short term rentals/long term rentals

Utility service

Parking

Access

Location on the lot

Height

Access

Setbacks



## Detached Accessory Dwelling Unit Standards

These standards apply to detached accessory dwelling units in the following zoning districts: Rural Residential, Single-family Residential, Single-family Special Use, Single-family Mobile Home.

ADU's are intended to be an "accessory use" meaning the ADU is subordinate to the primary use, which is the main home on the lot.

**1. One Dwelling Unit.** A maximum of one detached accessory dwelling unit is allowed per legal lot. No more than two dwelling units per legal lot, including an accessory dwelling, are allowed.

*Comments: If the main home already has a separate apartment within or attached to the home, then a detached ADU may not be constructed.*

**2. Building Area.** A detached accessory dwelling shall not exceed 800 square feet of building area, or the following percentage of the principal dwelling's building area, whichever is less.

*Comments: The maximum size of a detached ADU is 800 sf regardless of the size of the main home or the lot. (Note: There is no specific size restriction when constructing a second dwelling beyond lot coverage if it is attached to the main home.)*

40% of the principal dwelling's building area on lots 0.5 acre or less, 60% of the principal dwelling's building area on lots greater than 0.5 acre but less than 1 acre, and 80% of the principal dwelling's building area on lots 1 acre or greater. Any garage associated with the principal dwelling is not included in the calculation of building area.

*Comments: In addition, the detached ADU can be no larger than the stated percentage of the principal dwelling's area. The percentage increases as the size of the lot increases.*

Detached accessory dwellings are included in calculating lot coverage. Notwithstanding Chapter 19.80, lot coverage variances shall not be granted for construction of a detached accessory dwelling.

*Comments: The maximum lot coverage for most residential properties is 35%. This means a property owner can cover up to 35% of their lot with structures. To calculate the maximum lot coverage, multiply the size of the lot times .35. For example, on an 8,000-sf lot, the maximum lot coverage is  $8,000 \text{ sf} \times .35 = 2,800 \text{ sf}$ . Construction of a detached ADU cannot result in a property exceeding the maximum lot coverage. There will be no exceptions granted to the maximum lot coverage requirement.*

**3. Location on Lot.** A detached accessory dwelling shall be either a minimum of 40' from the front property line or no closer to the front property line than the principal dwelling, while still meeting yard setback requirements for the district.

*Comments: The detached ADU cannot be closer to the front property line than the main home. If the existing main home is sited on the back part of the lot, the ADU may be constructed at least forty feet back from the front property line.*

**4. Building Design.** The detached accessory dwelling shall be constructed of materials that are the same or similar to the materials used on the principal dwelling.

**5. Building Height.** The height of a detached accessory dwelling shall not exceed the height of the principal dwelling. Notwithstanding Chapter 19.80, a building height variance shall not be granted for construction of a detached accessory dwelling.

Comments: There will be no exceptions granted to this requirement.

**6. Utilities.** A detached accessory dwelling may not share utilities with the principal dwelling unless approved by the utility provider.

Comments: Most dwellings are connected to the municipality's main utility lines through service lines on the lot. To extend a service line to an ADU, the property owner must get prior approval from the Utility Director. This will ensure the size and location of the service is adequate for an added dwelling.

Detached accessory dwellings constructed off-site shall not be connected to utilities until the dwelling is approved by the borough building official.

Comments: Water and electrical service will not be turned on until the borough building official approves the detached ADU.

If the lot has an on-site waste disposal system, the Alaska Department of Environmental Conservation must verify in writing that the disposal system has the capacity to service an additional dwelling.

Comments: Properties without access to the municipal wastewater system must obtain written confirmation from DEC that the on-site system has the ability to accommodate an additional dwelling.

**7. Parking.** Notwithstanding section 19.64.010(A), the presence of a detached accessory dwelling on a lot shall not increase the required number of parking spaces.

Comments: No added off-street parking spaces will be needed for construction of a detached accessory dwelling unit.

**8. Yard setback requirements.** Notwithstanding section 19.60.060(B), a detached accessory dwelling must comply with yard setback requirements for the district. Notwithstanding Chapter 19.80, a setback variance shall not be granted for construction of a detached accessory dwelling.

Comments: Each residential zoning district has setback requirements. For example, in the single-family residential district, the front and rear yard setback is 20 ft. from the property line, and the side yard setback requirements is 10 ft. from the property line. The ADU may not be constructed within the setbacks. There will be no exceptions granted for this requirement.

**9. Prohibited.** No manufactured home, recreational vehicle, or mobile home shall be used as a detached accessory dwelling, except a manufactured home, constructed under the HUD code, may be used as a detached accessory dwelling in the SFMH district.

Comments: The only type of pre-constructed home allowed in most residential districts are modular homes. One distinctive feature of modular homes is that the homes are constructed to IRC building code standards. A manufactured home is constructed to a different code called the Federal Manufactured Home and Safety Standards, also known as the HUD code.

**18.50.020 Accessory dwelling units.**

- (a) Intent. The purpose of this chapter is to: (1) provide homeowners with flexibility in establishing separate living quarters within or adjacent to their homes so that they might obtain rental income, companionship, security, or other benefits; (2) increase the supply of affordable housing within the community, which satisfies provisions of the comprehensive plan; and (3) ensure that the development of accessory dwelling units does not cause unanticipated impacts on the character, public health or stability of non-urban low density residential neighborhoods.
- (b) Detached accessory dwelling units (DADU) may be permanently established on a residential lot if a conditional use permit is granted by the planning commission, providing the requirements of KGBC 18.55.050 and the following additional standards are met. The detached accessory dwelling unit:
- (1) Shall be visually subordinate to the primary unit, and is limited in size to 1,200 square feet of gross floor area (not including garages and unheated storage areas) or 60 percent of the area of the principal dwelling for new structures or additions to or conversions of existing structures, whichever is less. For proposals in excess of 800 square feet of gross floor area, the planning commission must find:
    - a. That the DADU is subordinate to the principal structure;
    - b. The proposal would not have a material adverse impact on adjacent properties, including but not limited to viewsheds, parking, or compatibility (e.g., mass and scale of development);
  - (2) Proposals which provide a minimum of two off-street parking spaces for the detached accessory dwelling unit subject to a rebuttable presumption that they will not have a negative impact on existing parking.
  - (3) Can only be placed in a side or rear yard, except in the case of a new or converted garage with an integrated apartment, which may be in the front yard providing minimum setbacks are met.
  - (4) Must meet all the development requirements of the zoning code, including setbacks, lot coverage, off-street parking, etc.
  - (5) Shall share the principal dwelling's sewer and septic system where practical and not in a city or service area or connected to a marine outfall, and the system shall be adequately sized and approved by ADEC for two dwelling units.
  - (6) Must utilize a common driveway with the primary residence from the adjacent access road, unless impractical due to topographic constraints.
  - (7) Shall not be a mobile building or other nonpermanent structure.
- (c) The planning commission shall weigh impacts to neighboring properties, including views, privacy, traffic, and preservation of the rural open quality of neighborhoods, and may impose conditions which mitigate neighborhood concerns. [Ord. No. 1726, §1, 8-4-14.]

<https://www.codepublishing.com/AK/Sitka/?Sitka22/Sitka2204.html&?f>

**22.20.160 Accessory dwelling units (ADUs).**

A. The following code section provides for binding standards and regulates the accessory dwelling units (ADUs). ADUs are intended to:

1. Utilize existing housing stock while preserving the appearance and character of single-family neighborhoods.
2. Provide additional affordable options for long-term rental housing.
3. Provide a broader range of more affordable housing.
4. Provide a mix of housing that responds to changing family needs, smaller households and multi-generational families.
5. Provide a means for residents, particularly seniors, single parents, and families with grown children, to remain in their homes and neighborhoods and obtain extra income, security, companionship and services.
6. Encourage a more economic and energy-efficient use of Sitka's housing supply.
7. To maintain consistency with city and borough of Sitka's policies as recommended in the Comprehensive Plan (2.2.15, 2.2.16, 2.4.8.A, 2.5.1.B, 2.5.11, 2.10.3.B).

B. Creation. An accessory dwelling unit (ADU) is a second dwelling unit that is located on the same parcel as the primary single-family dwelling unit. ADUs must provide a complete, independent residential living space and shall include provisions for living, sleeping, eating, cooking and sanitation. ADUs can be studio-sized units, and one- and two-bedroom units. An ADU may be created through the following methods:

1. Constructing a detached ADU on a parcel with an existing single-family home.
2. Constructing a new single-family home with a detached ADU.

C. Accessory Dwelling Unit Requirements.

1. An ADU is a permitted use, on lots served by a publicly maintained right-of-way in the following residential zoning districts: R-1 and R-2 and related districts exclusive of MH and MHP. An ADU shall not be constructed on lots accessed by access easements. They are also not allowed on lots served by rights-of-way that have not been accepted by the municipality or state of Alaska for maintenance.
2. ADUs are intended for long-term rental use only. Rental of an ADU for a period of less than ninety consecutive days is prohibited. ADUs shall not be used for short-term vacation rentals and/or bed and breakfast purposes.
3. ADUs shall meet all development, design, zoning and building requirements at the time of construction (e.g., setback requirements and lot coverage standards) applicable to the primary dwelling unit, except as otherwise noted.
4. The ADU must be located on the same parcel as the primary dwelling unit.
5. Only one ADU is allowed per parcel.
6. Mobile homes, travel trailers and recreational vehicles shall not be used as an ADU.
7. ADUs shall only be located on a parcel in conjunction with a single-family dwelling unit. ADUs shall not be located on parcels that contain a duplex and shall not be located on parcels that contain two or more dwelling units.



8. ADUs shall be designed so that the appearance of the structure maintains, to the greatest extent possible, the appearance of a single-family property.
  9. If a separate external entrance for the ADU is necessary, where possible, it shall be located on the side or rear of the structure. On a corner lot, where there are two entrances visible from either street, where possible, solid screening is required to screen at least one of the entrances from the street.
  10. Exterior stairs shall be located in the side or rear yard wherever possible and must comply with setback and building code requirements.
  11. The maximum size of an ADU shall be eight hundred square feet.
  12. The following parking requirements are applicable for ADUs:
    - a. As part of the application submittal process, the applicant shall submit a parking plan delineating parking space(s) for the ADU and the primary dwelling unit.
    - b. Where parking is located in any portion of the interior side and/or rear setbacks solid screening is required from adjoining properties.
    - c. On-street parking is prohibited.
    - d. If additional parking is necessary, new parking space(s) shall utilize existing curb cuts.
  13. All subdivisions of lots containing ADUs are prohibited unless all minimum lot sizes (exclusive of access easements), setbacks, lot coverage, and other requirements in the zoning and subdivision codes are met.
  14. Variances are prohibited on any lot containing an ADU including, but not limited to, variances for setbacks, lot coverage, building height, and off-street parking requirements.
- D. Conditional use permits may be sought if the above requirements cannot be met. Conditional use permit must be in conformance with Chapter 22.24.

(Ord. 15-08 § 4 (part), 2015; Ord. 13-14A § 4 (part), 2013.)

<http://tinyhousecommunity.com/overlay-district.html>

## **Accessory Dwelling Unit (ADU) and/or Tiny House**

### **OVERLAY DISTRICT**

by Elizabeth Roberts, Esq.

#### **Sec. 1.0 Applicability of Regulations**

The requirements of the ADU/Tiny House Overlay District apply to all development, exterior alterations, additions and demolitions of structures on all zoning lots located in such districts, in addition to all requirements of the underlying primary zoning districts. In the event of a conflict between the provisions of the ADU/Tiny House Overlay District and the underlying primary zoning district, the provisions of the ADU/Tiny House Overlay District shall apply.

#### **Sec. 2.0 Statement of Purpose and Intent**

The ADU/Tiny House Overlay District is created to enable the establishment of accessory dwelling units within all residential districts. Accessory dwelling units give neighborhoods the opportunity to provide affordable housing opportunities, to provide housing opportunities for elderly or other family members, and to utilize their land base more efficiently.

The district is also intended to:

- Ensure that new buildings and additions to existing buildings are designed with sensitivity to their context in terms of building placement, proportions, building materials, landscaping and similar design features.
- Protect the private environment of rear yards and maintain neighborhood character.

#### **Sec. 3.0 District Boundaries**

The boundaries of the ADU/Tiny House Overlay District shall be established by the official zoning maps.

#### **Sec. 4.0 Principal Uses and Principal Structures**

The principal uses of land and structures that are allowed in the ADU/Tiny House Overlay District are as provided by the applicable underlying zoning district subject to the limitations and standards contained within this division.

## **Sec. 5.0 Accessory Uses and ADU/Tiny House Structures**

The accessory uses of land and structures that are allowed in the ADU/Tiny House Overlay District are required to follow these Occupancy Requirements:

1. The principal dwelling or the accessory dwelling unit must be owner-occupied (temporary absences may be allowed);
2. The principal dwelling must be a single-family detached dwelling;
3. The number of occupants of the accessory dwelling unit shall not exceed two (2) unrelated individuals;
4. The accessory dwelling unit shall not be sold separately from the principal dwelling

## **Sec. 6.0 Architectural Regulations**

The regulations outlined below shall only apply to land where an existing single family dwelling is and nothing contained in these regulations shall or is intended to restrict the right of property owners to make improvements, additions, or modifications to existing structures. The following architectural regulations shall only apply to an ADU/Tiny House within the ADU/Tiny House Overlay District:

1. Maximum height of a detached ADU/Tiny House, including one built above a garage: 25 feet (as typically measured to mid-point of pitched roof);
2. Maximum unit size: 700 square feet and less than 40% of the principal dwelling's floor area, whichever is less;
3. Setback requirements: standards for principal or accessory buildings in the underlying primary district;
4. Usable open space: allow usable open space to be shared between units (i.e., no additional open space required);
5. On corner lots, primary entrances to an ADU/Tiny House shall be placed on the façade parallel to the side street;
6. ADU/Tiny House entryways within a rear or side yard shall be connected to a street frontage by a paved walkway or driveway;
7. The appearance or character of the principal building must not be significantly altered so that its appearance is no longer that of a single-family dwelling;
8. For ADUs/Tiny Houses within a principal building, additional entrances shall not be added to the front elevation of an existing building, but may be added to side or rear or street side elevations;

9. Exterior finish materials. The exterior finish material must match in type, size and placement, the exterior finish material of the principal dwelling unit;
10. Roof pitch. The roof pitch must match the predominant roof pitch of the principal dwelling unit;
11. Detailing. Trim must match the trim used on the principal dwelling unit. Projecting eaves must match those of the principal dwelling unit;
12. Windows. Windows must match those in the principal dwelling unit in proportion (relationship of width to height) and orientation (horizontal or vertical).

### **Sec. 7.0 Severability**

Each of the provisions included in Section 6.0 above is separate, distinct and severable from the other and remaining provisions of this Regulation, and that the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision or provisions of this Regulation.

### **Sec. 0.8 Sunset Provision**

In the event that County-wide ADU/Tiny House legislation, which is as definitive or more definitive than the regulations set forth in Section 6.0 above, becomes fully implemented and effective, including withstanding any administrative or court challenges, then the ADU/Tiny House Overlay District shall become null and void and the provisions hereof shall be of no further force and effect.

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~~commission.
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 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.