



CITY AND BOROUGH OF SITKA

PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT GENERAL APPLICATION FORM

- Applications must be deemed complete at least **TWENTY-ONE (21)** days in advance of next meeting date.
- Review guidelines and procedural information.
- Fill form out completely. No request will be considered without a completed form.
- Submit all supporting documents and proof of payment.

APPLICATION FOR:

☐

VARIANCE

☒

CONDITIONAL USE

☐

ZONING AMENDMENT

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PLAT/SUBDIVISION

BRIEF DESCRIPTION OF REQUEST: ALLOW A SHORT TERM RENTAL IN AN
EXISTING SFR.

PROPERTY INFORMATION:

CURRENT ZONING: R-1 PROPOSED ZONING (if applicable): _____

CURRENT LAND USE(S): Single Family Residence PROPOSED LAND USES (if changing): SHORT TERM RENTAL

APPLICANT INFORMATION:

PROPERTY OWNER: TIMOTHY W. RILEY

PROPERTY OWNER ADDRESS: PO BOX 21970, JUNEAU AK 99802

STREET ADDRESS OF PROPERTY: 505 PARK ST., SITKA AK 99835

APPLICANT'S NAME: TIMOTHY W RILEY

MAILING ADDRESS: PO BOX 21970, JUNEAU AK 99802

EMAIL ADDRESS: AlaskanRiley@gmail.com DAYTIME PHONE: 907-738-6667

PROPERTY LEGAL DESCRIPTION:

TAX ID: 1-8167-000 LOT: 31 BLOCK: — TRACT: —

SUBDIVISION: AMENDED PINEHURST ADDITION US SURVEY: 1804

TIMOTHY W. RILEY

Last Name

4/10/2019

Date Submitted

505 PARK ST.

Project Address

REQUIRED INFORMATION:

For All Applications:

- ☒ Completed General Application form
- ☒ Supplemental Application (Variance, CUP, Plat, Zoning Amendment)
- ☒ Site Plan showing all existing and proposed structures with dimensions and location of utilities
- ☒ Floor Plan for all structures and showing use of those structures
- ☒ Copy of Deed (find in purchase documents or at Alaska Recorder's Office website)
- ☒ Copy of current plat (find in purchase documents or at Alaska Recorder's Office website)
- ☒ Site photos showing all angles of structures, property lines, street access, and parking – emailed to planning@cityofsitka.org or printed in color on 8.5" x 11" paper
- ☒ Proof of filing fee payment

For Marijuana Enterprise Conditional Use Permits Only:

- ☐ AMCO Application

For Short-Term Rentals and B&Bs:

- ☒ Renter Informational Handout (directions to rental, garbage instructions, etc.) (PROVIDED BY MANAGER)

CERTIFICATION:

I hereby certify that I am the owner of the property described above and that I desire a planning action in conformance with Sitka General Code and hereby state that all of the above statements are true. I certify that this application meets SCG requirements to the best of my knowledge, belief, and professional ability. I acknowledge that payment of the review fee is non-refundable, is to cover costs associated with the processing of this application, and does not ensure approval of the request. I understand that public notice will be mailed to neighboring property owners and published in the Daily Sitka Sentinel. I understand that attendance at the Planning Commission meeting is required for the application to be considered for approval. I further authorize municipal staff to access the property to conduct site visits as necessary. I authorize the applicant listed on this application to conduct business on my behalf.

DWRM

Owner

4/10/2019

Date

Owner

Date

I certify that I desire a planning action in conformance with Sitka General Code and hereby state that all of the above statements are true. I certify that this application meets SCG requirements to the best of my knowledge, belief, and professional ability. I acknowledge that payment of the review fee is non-refundable, is to cover costs associated with the processing of this application, and does not ensure approval of the request.

Applicant (If different than owner)

Date

Timothy W. Riley

Last Name

4/10/2019

Date Submitted

505 PARK ST.

Project Address



CITY AND BOROUGH OF SITKA

PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT
SUPPLEMENTAL APPLICATION FORM
CONDITIONAL USE PERMIT

APPLICATION FOR

☐

MARIJUANA ENTERPRISE

☒

SHORT-TERM RENTAL OR BED AND BREAKFAST

☐

OTHER: _____

CRITERIA TO DETERMINE IMPACT – SGC 22.24.010(E) (Please address each item in regard to your proposal)

- Amount of vehicular traffic to be generated and impacts of the traffic on nearby land uses:

NOMINAL - WITHIN WALKING DISTANCE OF CBD, HISTORICAL PARK, SITKA
FINE ARTS COMPLEX, HARBORS & TRAILS.

- Amount of noise to be generated and its impacts on surrounding land use: MINIMAL NOISE IS

EXPECTED DUE TO 1 BEDROOM, WELL INSULATED FREE STANDING HOME.

- Odors to be generated by the use and their impacts: NONE

- Hours of operation: ALL HOURS

- Location along a major or collector street: NO. PARK STREET EXTENSION IS AN ACCESS
EASEMENT OFF OF DEGROFF ST. AND SAWMILL CREEK ROAD.

- Potential for users or clients to access the site through residential areas or substandard street creating a cut through traffic scenario: NONE - PARKING AVAILABLE ON SITE

- Effects on vehicular and pedestrian safety: NONE. NO CHANGES TO EXISTING RESIDENTIAL
USE.

Timothy W Riley
Last Name

4/10/2019
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- Ability of the police, fire, and EMS personnel to respond to emergency calls on the site: Located
4 blocks from Police & Fire Stations.
- Logic of the internal traffic layout: Direct access to building from 2 parking
spaces fronting on easement.
- Effects of signage on nearby uses: No signage anticipated.
- Presence of existing or proposed buffers on the site or immediately adjacent the site: No buffers
planned.
- Relationship if the proposed conditional use is in a specific location to the goals, policies, and objectives of the comprehensive plan (CITE SPECIFIC SECTION AND EXPLAIN): Development of short
housing adjacent the city center reducing the need for cars and
reducing overall congestion
- Other criteria that surface through public comments or planning commission review (odor, security, safety, waste management, etc.): _____

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REQUIRED FINDINGS (SGC 22.30.160(C):

1. ...The granting of the proposed conditional use permit will not:

a. Be detrimental to the public health, safety, and general welfare because home is an

existing rental.

b. Adversely affect the established character of the surrounding vicinity, because no changes

to the use or character of the property.; nor

c. Be injurious to the uses, property, or improvements adjacent to, and in the vicinity of, the site upon

which the proposed use is to be located, because, no changes from the existing
residential use.

2. The granting of the proposed conditional use permit is consistent and compatible with the intent of the

goals, objectives, and policies of the comprehensive plan and any implementing regulation, specifically,

conforms to Comprehensive Plan Section _____ which states _____

because the proposal _____

3. All conditions necessary to lessen any impacts of the proposed use are conditions that can be monitored and

enforced, because _____

ANY ADDITIONAL COMMENTS _____

Applicant

Date

Timothy W. Riley
Last Name

4/10/2019
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SHORT-TERM RENTAL PROJECT OVERVIEW – 505 PARK STREET

This proposed short-term rental shall be professionally managed by Sitka Sound Vacation Rentals (SSVR). SSVR has over twenty years' experience in the real estate industry and have been operating Sitka rentals through various online booking services with success. The applicant, Tim Riley, is applying for a Conditional Use Permit in order to establish a short-term rental in this single-family dwelling at 505 Park Street.

KEY POINTS AND CONCERNS:

It has been demonstrated through years of property management experience that potential issues can be adequately addressed through clear communication throughout the booking process, and through proper planning and contractual agreement. Short-term rentals do have impacts that long-term rentals do not; therefore, SSVR manages guest interactions under strict contractual agreements to ensure access, parking, noise, disturbance, vehicular traffic and bear nuisance issues do not arise, mitigates these issues if and when they do, and provides clear guest information so that they don't.

Guest information consists of a clear short-term rental contract which must be signed by the guests before arrival, online listings that contain a comprehensive "Guest Information Guide" outlining what is expected of guests during their stay, and the display of emergency placards throughout the rental unit for information in the event of an emergency. Rental contracts are written in accordance with Alaska Landlord Tenant law and are clear about mitigation if any contract provision is broken.

Access, Signage, and Effects on Vehicular and Pedestrian Traffic: Access to the rental is via an unmarked private drive; therefore, explicit instructions to include step-by-step directions, aerial drawings and property photos will be listed online so that vehicular traffic impacts are minimized to surrounding land uses. Because this is a one-lane driveway, the potential for a backup into Sawmill Creek Road is possible, the likelihood is very minimal and there appears to be sufficient room within the right-of-way to navigate without entering having to enter the access point in the event this should happen. A small waypoint sign will be placed at the drive entrance and on the front entry door; such signs shall conform to Sitka General Code provisions. All guests will receive online instructions prior to arrival indicating rules and policies, and instructions to enter and exit carefully as children may be at play.

Potential for Guests to Access the Rental through Residential Areas or Substandard Street Creating a Cut-Through Traffic Scenario:

There is no potential risk for a cut-through traffic scenario as the rental is accessed by a non-thoroughfare private drive.

Parking: All guest parking shall be onsite, within designated areas as indicated by onsite parking signs, and as required by any planning conditions. History and experience have shown that guests typically have no more than one car onsite at a time and/or intentionally do not rent a vehicle. Parking has not been an issue with the applicant's other current rentals, but it will be managed for potential short-term guests through contractual language, and clear aerial parking photos and/or diagrams provided online at booking and within the rental unit for reinforcement.

Hours of Operation and Noise: Guest tenancy whether short-term or long-term has no hours of operation. Guests may arrive at any time during their booked tenancy, so measures to mitigate the potential for noise or disruption outside of "normal" business hours will be taken in the form of strict contract language and clear Guest Information Guides outlining the rules and expectations of living local. Most guests booking with SSVR are keenly aware they are not in a typical hotel setting and act accordingly. This is primarily due to strict contract language, strict enforcement of that language, and setting clear expectations beforehand. Access is quiet and convenient via a lighted keyless entry, and safety is ensured through providing appropriately lighted walkways and parking areas.

Bear Nuisance Related to Garbage and Resulting Odors: Strict garbage management measures to deter bear attraction will be taken. Measures will include: storage of all garbage within the rental unit until it can be removed by the manager or owner, rental contract language on the management of garbage and the imposition of a \$100 fine to the guest should these provisions be violated, and the placement of garbage in the appropriate collection area and within an appropriate collection container, no earlier than 4AM on trash collection day.

Ability of Police, Fire and EMS to Respond to Emergency Calls: This rental is readily accessible by police, fire, and EMS services and strict enforcement of parking requirements will be implemented to ensure this access at all times.

Logic of the Internal Traffic Layout: This property is one of three properties that utilize the private drive for access from Sawmill Creek Road. Strict enforcement of parking in designated areas will be enforced through contract language, and specific reiteration in the "Guest Information Guide."

Safety Inspection: A City and Borough of Sitka safety inspection will be completed once the rental is set-up and rental-ready. Pertinent safety items will be installed and requirements will be met.

GUEST INFORMATION GUIDE

How do I Get to this Property?

From the airport head into town, and at the central round-about take Sawmill Creek Road (South to your right) and travel 1/4th mile to a Y in the road. At the Y take a left into a small private drive and head straight back to the property located in the rear left (505 Park Street). The rental is a small bungalow with a green exterior and a small picket fence indicating the parking area in front.



This is what it will look like where you need to turn into the private drive for access. Turn into the drive between the beige and blue houses in front of you. There will be a one-way gravel driveway for your access to this rental just behind these homes.



The drive access is easily missed so if necessary, head further up Sawmill Creek Road and turn around where it is safe to do so and head North. When you approach the Y in the road, keep to the right and the private drive access will be immediately on your right between these two houses:



This is what the turn-off (right turn) from Sawmill Creek Road will look like. Be careful of potential oncoming traffic as this is a one-lane private drive and there are often children at play.

Pull forward to the residence straight ahead and to the left rear; park in the designated area noted by the “Guest Parking” signs. If you should have two vehicles, or guests arriving, please park side-by-side. Please see the attached aerial view indicating where to enter and park in order to comply with local code requirements.



How do I Check In?

Check-in is via a keypad entry any time after 3PM. Please be sure to respect surrounding property owners by entering and exiting quietly and by not trespassing onto other properties.

Where is the Entry Door?

Entry is through the front door on the right and back side of this rental, as indicated by the photo below.



What Should I do with Trash?

Your rental is professionally cleaned after each departure. We ask that you please keep all trash within the rental unit and within in the trash can provided. A \$100 fine will be imposed for failure to follow this policy. At no time may you leave trash or food items outside of the rental. Recycling can be accommodated via the recycle bins provided.

PERTINENT GUEST TERMS & CONDITIONS

SAFETY & SECURITY: Please be aware when entering and exiting that we live in bear country and bears could be present on the grounds. We take every effort to ensure that they are not attracted to our property, such as not leaving garbage or food out. Please keep all trash within the rental unit and within the bear-proof garbage can provided. A \$100 fine will be imposed should this requirement be violated.

PRIVACY OF OTHERS: While we encourage you to enjoy the grounds, we encourage you not to travel onto adjoining private property. This request is for your own safety and respect of others.

DISTURBANCE POLICY: Please keep in mind that our rentals are in residential areas and as such, behavior should be considerate. If owner or neighbors are disturbed by your behavior, you may be asked to quiet down, or be asked to leave. If asked to leave due to disturbing behavior, you will not receive a refund. Rentals are family-oriented properties, and if a house party develops all vacationers will be asked to leave immediately without refund. This policy will be enforced without exception. Groups renting under false pretenses will be evicted without refund. Quiet hours are from 10PM to 8AM.

DEFAULT: If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest's property and belongings and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

ENTRY AND INSPECTION: Rental Agent reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of inspecting the Property or showing the Property to prospective purchasers, renters or other authorized Person(s). If Rental Agent has a reasonable belief that there is imminent danger to any person or property, Rental Agent may enter the Property without advance notice.

GENERAL PROVISIONS: By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise. This agreement shall be governed by the laws of the state of Alaska. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Alaska, as applicable, for any matter arising out of or relating to this Agreement. Failure to abide by these terms and conditions may result in eviction with no more than 24 hour notice. By signing or accepting this agreement online or in person, you are agreeing to all the rules and regulations as set forth within it.