

MUNICIPALITY OF ANCHORAGE



Planning Department

(907) 343-7900

Mayor Suzanne LaFrance

Director's Policy 2026-01 Conditional Work Agreement

This policy is effective from June 22, 2026, through December 31, 2026.

1. **Purpose.** The purpose of this policy is to provide predictable permit review timelines for the development and construction industry while allowing applicants to proceed with certain construction activities at their own risk when permit review timelines cannot be met. This policy establishes procedures for requesting and issuing a Conditional Work Agreement ("CWA").
2. **Standard Permit Review Timelines.** The Planning Department shall endeavor to review complete permit applications within the following timeframes for residential projects:
 - a. **First-cycle review:** Within ten (10) working days following acceptance of a complete application package.
 - b. **Subsequent reviews:** Within five (5) working days following resubmittal of revised materials.
3. **Exceptions to Review Timelines.** The review timelines established in this policy are goals and not mandatory deadlines. Additional review time may be required for: large or complex projects or projects that implicate natural hazards or special protections for natural resources such as streams, wetlands, steep slopes, and seismic or avalanche risk.
4. **Eligibility for Conditional Work Agreement.** If the Planning Department does not complete a permit review within the applicable review timeframe established by this policy, the applicant may submit a written request for a Conditional Work Agreement. Submission of a request does not entitle an applicant to a Conditional Work Agreement. The Municipality retains sole discretion to approve, deny, or condition any request.

4.1. Partial Reviews and Outstanding Comments

- a. If review of an application has not been completed within the applicable review timeframe, and one or more reviewing departments or agencies have not yet completed their review, the applicant shall not be eligible to proceed with construction under a Conditional Work Agreement based solely upon the absence of those outstanding reviews.
- b. Upon written request of the applicant, the Municipality may return a partially reviewed application to the applicant so that the applicant may address comments issued by reviewing departments that have completed review. The applicant may resubmit revised materials at any time for continued review.
- c. If Zoning and Land Use Review has completed a partial review and issued comments, all comments identified by Zoning and Land Use Review must be addressed to the satisfaction of the Municipality before a Conditional Work Agreement may be executed.

- d. The existence of outstanding comments from Zoning and Land Use Review shall render the application ineligible for a Conditional Work Agreement until such comments have been satisfactorily resolved.
 - e. Nothing in this section requires the Municipality to execute a Conditional Work Agreement when other departmental, agency, or technical reviews remain outstanding. The Municipality retains sole discretion to determine whether a Conditional Work Agreement is appropriate based upon the status of all reviews, the nature of the project, and the potential impacts to public health, safety, welfare, and municipal interests.
5. **Purpose and Effect of Conditional Work Agreement.** A Conditional Work Agreement may authorize an applicant to proceed with specified construction activities before final permit issuance and before completion of all municipal reviews. This agreement is only a schedule accommodation for the benefit of the applicant and does not confer any approval of the plans or design concepts. Work completed under this work agreement is done at the **sole risk of the applicant**. The Municipality may require applicants to demolish and move foundations, utilities, or other completed work, when necessary to meet code requirements. The applicant will be responsible for the cost of replacing, modifying, or removing any and all completed work when needed to conform to the local building codes, zoning code, and approved design drawings.
6. **Authority.** The Director of the Planning Department, or designee, is authorized to approve, condition, deny, administer, and revoke Conditional Work Agreements consistent with this policy.



Planning Director

June 22, 2026
Date

MUNICIPALITY OF ANCHORAGE
CONDITIONAL WORK AGREEMENT

PERMIT NO.: _____ DATE: _____
ADDRESS: _____
LOT: _____ BLOCK: _____ SUBDIVISION: _____
LIMIT OF AGREEMENT: _____

This Conditional Work Agreement ("Agreement") is entered into by and between the Municipality of Anchorage ("Municipality") and the Applicant identified above. This is an agreement to proceed with the work prior to completion of the review process and issuance of the full permits. This agreement is only a schedule accommodation for the benefit of the permit applicant and does not confer any approval of applicant's plans.

Assumption of Risk

In accordance with Director's Policy 2026-01, the Applicant acknowledges and agrees that the Municipality has not determined that the project complies with applicable code, and no permit has been issued for the project. Work completed under this Agreement is at the sole risk of the applicant and will be removed/replaced/modified/alterd/corrected to conform to the local building codes and approved design drawing. Any inspections completed prior to full approval may require reinspection and could incur additional inspection fees. The Applicant assumes all risks associated with performing work under this Agreement, including but not limited to permit denial; permit conditions; design changes; corrective work requirements; demolition or removal of completed work; and delay, financing, construction, engineering, consulting, and contractor costs. The Municipality shall not be responsible for any such costs or damages.

Indemnification and Defense

To the fullest extent permitted by Alaska law, the Applicant shall defend, indemnify, and hold harmless the Municipality of Anchorage, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, damages, losses, liabilities, judgments, costs, and expenses, including reasonable attorney fees, arising out of or related to work performed pursuant to this Agreement, except to the extent caused by the sole negligence or willful misconduct of the Municipality. Nothing in this Agreement shall be construed as a waiver of any immunity, defense, limitation of liability, or protection available to the Municipality under Alaska law.

PERMIT APPLICANT

MUNICIPAL OFFICIAL

Signature

Signature

Printed Name

Printed Name

Date

Date

Municipality of Anchorage
Conditional Work Agreement

I, _____ (permit applicant), have carefully read this agreement, understand its contents, and acknowledge that I am responsible for compliance with state and municipal law.

Signature: _____ Date: _____

STATE OF ALASKA) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__
by _____.

Notary Public in and for Alaska
My commission expires _____