

Girdwood Invasive Plant Control Program – May 2019 Updates and Plans

- Invasive Species cause harm. IS are second leading cause of lost biodiversity after direct habitat loss (before climate change).
 - Alaska – relatively few IS, concern with ecosystem disruption
- IS of biggest concerns are ones that show up in natural areas on their own.
 - Natural areas that we are trying to protect – so a major management focus is trailheads
 - Girdwood is a trailhead community. Both a recreation hub/draw and Girdwood residents go all over to natural areas
- 2019 – Fifth year that my company and I have managed this effort. Prior was the Alaska Association of Conservation Districts. Begun about 10 years ago by Joni Lazarus with Girdwood PnR. Local money is matched with other grant funds. Partnership with Chugach NF and regional ANC - CWMA
- Biological Wildfire
 - Prevent, then failing that, catch and control early
 - Contain and then put out.
 - The results of our work is what we don't see – you don't see a vast sea of invasive plants throughout Girdwood. Can still find, but much fewer.
- IPM –
 - Prevent (outreach)
 - Manual
 - Mechanical
 - Chemical
- Projects / results
 - 2018 – covered approximately 40 acres impacted by invasive plants
 - Girdwood Soccer field – 98% reduction in reed canarygrass
 - Arlberg bike path – treated in 2017 – little to none bird vetch and hawkweed remaining
 - Alyeska Highway bike path – major reduction in orange hawkweed, bird vetch, reed canarygrass
 - Girdwood Airport – major handpulling - truckloads – ten years ago. Recent resurgence, treated 2018
 - Follow up treatments 2019 – Alyeska bike path, Crow Creek and Airport
 - Girdwood School and Town Square – major infestation of bird vetch – hand pull and weed wack
 - Girdwood Community volunteer weedpull 2018 – event in partnership with the Chugach NF – pulled 42 bags of invasive weeds
 - We brought a group of ten high school aged volunteers to pull weeds
- 2019 –
 - DOT areas – herbicide follow up
 - Manual / mechanical follow up on Girdwood MOA lands
 - Volunteer events – similar to last year Gird Community weed pull and HS kids from ANC
 - Alyeska Resort – partnership with Chugach NF, Homer SWCD to manage a major infestation of orange hawkweed – uphill from the Sitzmark

MEMORANDUM OF UNDERSTANDING

**Between The Herbal Cache, LLC
and Girdwood Board of Supervisors
Effective Date: November 19, 2018**

This Memorandum of Understanding (hereafter "Agreement") is hereby entered into by and between the Girdwood Board of Supervisors (hereafter "GBOS"), within the Municipality of Anchorage, and The Herbal Cache, LLC, (hereafter "Marijuana Store"), an applicant for a municipal license and special land use permit for a marijuana retail sales establishment to be located at 158 Holmgren Place, Suite 101.

I. RECITALS

WHEREAS, the GBOS has a vested interest in ensuring that they represent the best interests of the Girdwood area; and

WHEREAS, the Marijuana Store is seeking to open a legitimate business within the Girdwood area; and

WHEREAS, the GBOS and the Marijuana Store have a long-term interest in fostering a mutually beneficial relationship to address communications and problem-solving; and

WHEREAS, this Agreement is intended to satisfy neighborhood responsibility planning requirements in municipal code;

Now, therefore, the parties agree as follows:

II. AGREEMENT BASICS

1. The point of contact for the Marijuana Store is Brent Carse, who can be contacted as follows:
Phone number 907-764-7108, email address: ak.powder@hotmail.com; Mailing Address: PO Box 822, Girdwood, AK 99587.

Contact may be outside of store hours if necessary to address issues as they arise. Changes to the point of contact or contact information shall be promptly shared with the GBOS.

2. The point of contact for the GBOS are the co-chairs, who can be contacted as follows: Jerry Fox and Robert Snitzer, email address: GBOS@muni.org, or via telephone at 907-343-8374. Contact may be outside of regular business hours. Changes to the point of contact or contact information shall be promptly shared with the Marijuana Store.

3. The following individuals are authorized to speak for the Marijuana Store at GBOS/Land Use Committee (LUC) meetings: Brent Carse.

Changes in individuals authorized to speak for the Marijuana Store shall be promptly shared with the GBOS.

4. The Marijuana Store shall engage with the GBOS/LUC and the residents and property owners within

500 feet of the proposed business location, on the following schedule: November, March and July annually.

5. When Girdwood residents or businesses, the GBOS/LUC, or the Marijuana Store raise issues of concern, the GBOS and the Marijuana Store will take the following steps:

a. Discuss the issue at the next regularly scheduled GBOS and/or Land Use meeting.

b. If the issue is deemed serious by either party, the Municipal Liaison will be asked to call a special GBOS and/or Land Use meeting to discuss the issue.

6. The Marijuana Store is encouraged to attend regular GBOS/LUC meetings. The Marijuana Store will make a concerted effort to attend the GBOS/LUC meetings three times per year, at a minimum.

7. The GBOS/LUC has identified the following particular concerns relating to the Marijuana Store's application and proposed business:

None noted.

8. The Marijuana Store has identified the following particular concerns relating to locating within Girdwood:

None noted.

III. ASSEMBLY AUTHORITY

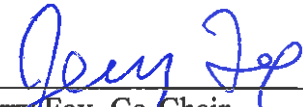
Each party recognizes and agrees that the authority to approve or deny a municipal license and special land use permit for a marijuana retail sales establishment rests exclusively with the Anchorage Municipal Assembly.

IV. NO FORMAL PARTNERSHIP

This Agreement is mutually beneficial to the GBOS and the Marijuana Store. The parties understand and acknowledge that they do not intend to create a formal partnership. Nothing in this agreement shall be construed or interpreted to create any fiduciary responsibility between them. Neither party shall have any authority, express or implied, to act for or to assume any obligation or responsibility on behalf of the other party. Neither party shall be responsible for the liabilities of the other. The parties understand that non-compliance with this Agreement carries no penalties, but instead shall be information provided to the Anchorage Municipal Assembly for consideration during original and subsequent license and land use actions.


IV. TERM OF AGREEMENT

The parties have executed this Agreement as of the effective date. The Agreement may be updated from time to time with the concurrence of both parties, and shall remain in effect as long as the Marijuana Store is licensed to operate at the identified location.



Jerry Fox, Co-Chair
Girdwood Board of Supervisors

11/20/18
Date



Brent Carse, Owner
The Herbal Cache LLC

11/21/18
Date

Municipality of Anchorage



P.O. Box 390
Girdwood, Alaska 99587
<http://www.muni.org/gbos>

Ethan Berkowitz, Mayor

GIRDWOOD VALLEY SERVICE AREA BOARD OF SUPERVISORS

Jerry Fox & Mike Edgington, Co-Chairs

Eryn Boone, Christina Hendrickson, James Glover, Jr.

Resolution 2019-07 Of the Girdwood Board of Supervisors

Resolution of Support for Renewal of The Herbal Cache, LLC Marijuana Retail Store License

WHEREAS, The Herbal Cache, LLC Marijuana Retail Store License is due for approval by the Anchorage Assembly; and

WHEREAS, the Girdwood Land Use Committee and the Girdwood Board of Supervisors received presentations from The Herbal Cache at their regular meetings in October and November, 2018, in which public comment was requested and no negative comments were received; and

WHEREAS, The Herbal Cache, LLC and the Girdwood Board of Supervisors signed a Memorandum of Understanding in November, 2018; and

WHEREAS, the change in business structure does not alter the direct management of The Herbal Cache, LLC, which is expected to continue operation in a professional and lawful manner, provide positive economic benefit to the community, and be a good steward in our community;

THEREFORE, BE IT RESOLVED that the Girdwood Board of Supervisors supports The Herbal Cache, LLC application for a Marijuana Retail Store license, upon receipt of all required documents by the Municipality of Anchorage.

Passed and approved by the Girdwood Board of Supervisors the 20th day of May, 2019 by a vote of X to X.

Mike Edgington
Girdwood Land Use Supervisor

Date

Witness

Girdwood ADU proposal (20190412 rev3)

Topic	Current code	Proposed code	Comments
Detached ADU	Lots >=16,800sqft	Any lot	Site layout will determine whether detached ADU works, not arbitrary lot size
Minimum size	300sqft	No minimum	Allow more flexibility for small units
Maximum size	600/750sqft depending on lot size & 50% of primary unit	900sqft & 75% of primary unit	Allow larger ADUs; perhaps owner lives in ADU
Parking	1 spot for <600sqft; 2 otherwise	As before, but at least one spot per bedroom	Discourage on-street parking
Setbacks	Standard	No side setback flexibility for taller (>15ft) structures	Addresses a gap in current code
Bed & breakfast use	Only one unit allowed	No restriction	Bigger issues with explosion of STR market
Dry cabins	Silent on this (implied)	Legal ADU must have full utilities	Encourage better quality housing

AMC 21.09.050 C.2

Girdwood ADUs (Proposed rev3)

a. Accessory dwelling units. Except as set forth below, the generally applicable Accessory Dwelling Unit regulations contained in subsection 21.05.070 D.1., Accessory dwelling units (ADUs) shall apply. The regulations set forth below shall apply in addition to those contained in subsection [21.05.070 D.1], except, in case of conflict, the regulations below shall govern.

i. Purpose and intent

(A) Increase the supply of good quality housing for smaller households through flexible use of existing housing stock, land supply, and infrastructure;

(B) Respond to the local needs for seasonal housing;

(C) Improve the affordability of homeownership through rental income opportunity;

(D) Encourage existing non-conforming accessory structures to be brought into compliance;

(E) Provide a broader range of accessible and more affordable housing within Girdwood; and

(F) Protect neighborhood stability, property values, and character by ensuring that ADUs are installed under the provisions of this title.

ii. Application, review and approval procedures

The regulations described in 21.05.070 D.1.b.ii shall apply, except that only a land use permit is required.

iii. Requirements

(A) Maximum number of accessory units. Only one accessory dwelling unit, as defined in section 21.05.070 D., shall be allowed on any single-family residential lot. The accessory dwelling unit may be a rental unit.

(B) Location. An accessory dwelling unit shall be on the same lot as the primary dwelling unit. An accessory dwelling unit may be attached to or detached from the single-family dwelling unit.

(C) Size. There is no minimum square footage for an accessory dwelling unit. The gross square footage for an accessory dwelling unit, not including any related garage, shall be no greater than 900 sq. ft., or 75 percent of the gross floor area of the primary dwelling unit, (excluding the ADU and garages), whichever is less.

(D) Floor area ratio; density. The floor area of the accessory dwelling unit is included, along with the floor area of the primary dwelling unit, in calculating the floor area ratio on the lot, but the accessory dwelling unit is not included in calculating the average density for a new single-family subdivision.

(E) Maximum height. Accessory dwelling units shall not exceed 35' in height, nor be greater than twice the height of the primary dwelling unit.

(F) Parking. In addition to the parking requirements for the primary dwelling unit, one off-street parking space shall be provided for an accessory dwelling unit of 600 sq. ft. or less, two off-street parking spaces shall be provided for an accessory dwelling unit larger than 600 sq. ft., and one off-street parking space shall be provided for each accessory dwelling unit bedroom. The largest of these requirements will apply.

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(G). Owner occupancy. Either the principal dwelling or the accessory unit on any site shall be occupied by the owner of the principal dwelling or owner of the lot where the accessory unit is located.

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(H). Architectural compatibility. An accessory dwelling unit, whether attached to or detached from the primary dwelling unit, shall be compatible in style and materials with the primary dwelling unit.

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(I). New accessory dwelling unit where single-family dwelling unit already in existence. A new accessory dwelling unit to be constructed on a lot with an existing single-family dwelling unit shall conform to all development and dimensional standards in the applicable zone district regulations.

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(J). Maximum number of bedrooms. The ADU shall have no more than two bedrooms.

Commented [ME11]: From Anchorage code – makes sense to add.

(K). Setbacks. An ADU shall not encroach into any required setback. The side and rear setback flexibility in note 2 of Table 21.09-5 shall not apply to detached accessory units taller than 15 feet.

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(L). Utilities. To the extent allowed by law and utility tariff, the ADU shall be connected to the water, sewer, gas, and electric utilities of the single family dwelling unit. However, lots with on-site water or septic systems may have a separate water and/or septic system for the ADU.

Commented [ME12]: Discourage tall secondary structures only 5 ft from lot lines.

iv. Expiration of Approval of an ADU.

The regulations described in 21.05.070 D.1.b.iii.(F) shall apply, except that only a land use permit is required.

v. Transfer.

The regulations described in 21.05.070 D.1.b.iii.(G) shall apply.

vi. Prior illegal use.

(A) All structures which meet the definition of accessory dwelling unit which are not recognized as legal nonconforming structures or uses of structures under chapter 21.12 shall comply with this subsection. Such structures may continue in existence provided the following requirements are met:

(a) A permit application for an ADU is submitted to the building safety division within twelve months of the effective date of this ordinance.

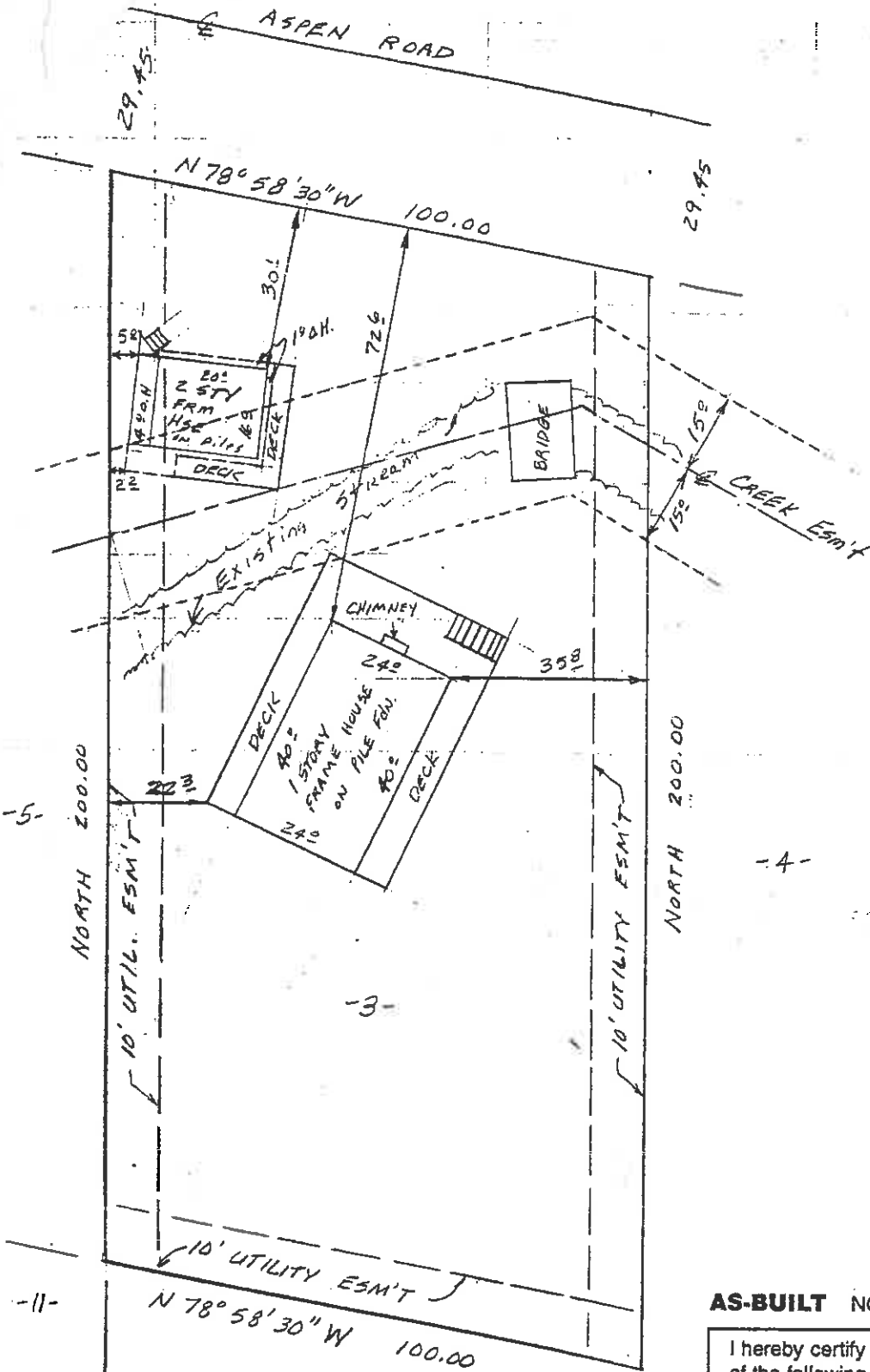
(b) The unit complies with the requirements of this section.

(2) If the unit does not comply with the requirements of this section at the time the permit application is filed, the building official may grant twelve months to bring the unit into conformance.

(3) This subsection does not apply to existing legal nonconforming uses of structures established pursuant to chapter 21.12.

vii. Variances.

Variances may be granted from the standards and provisions of this section.



SCALE
1" = 30'

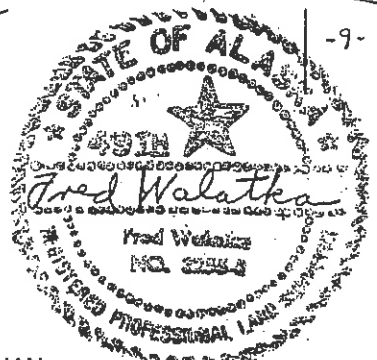
AS-BUILT NO CORNERS SET THIS DATE

I hereby certify that I have performed a Mortgagee's inspection of the following described property: LOT 3 BLOCK 15,
ALYESKA SUBDIVISION, SECOND ADDITION

Anchorage Recording Precinct, Alaska, and that the improvements situated thereon are within the property lines and do not overlap or encroach on the property lying adjacent thereto, that no improvements on property lying adjacent thereto encroach on the premises in question and that there are no roadways, transmission lines or other visible easements on said property except as indicated hereon.

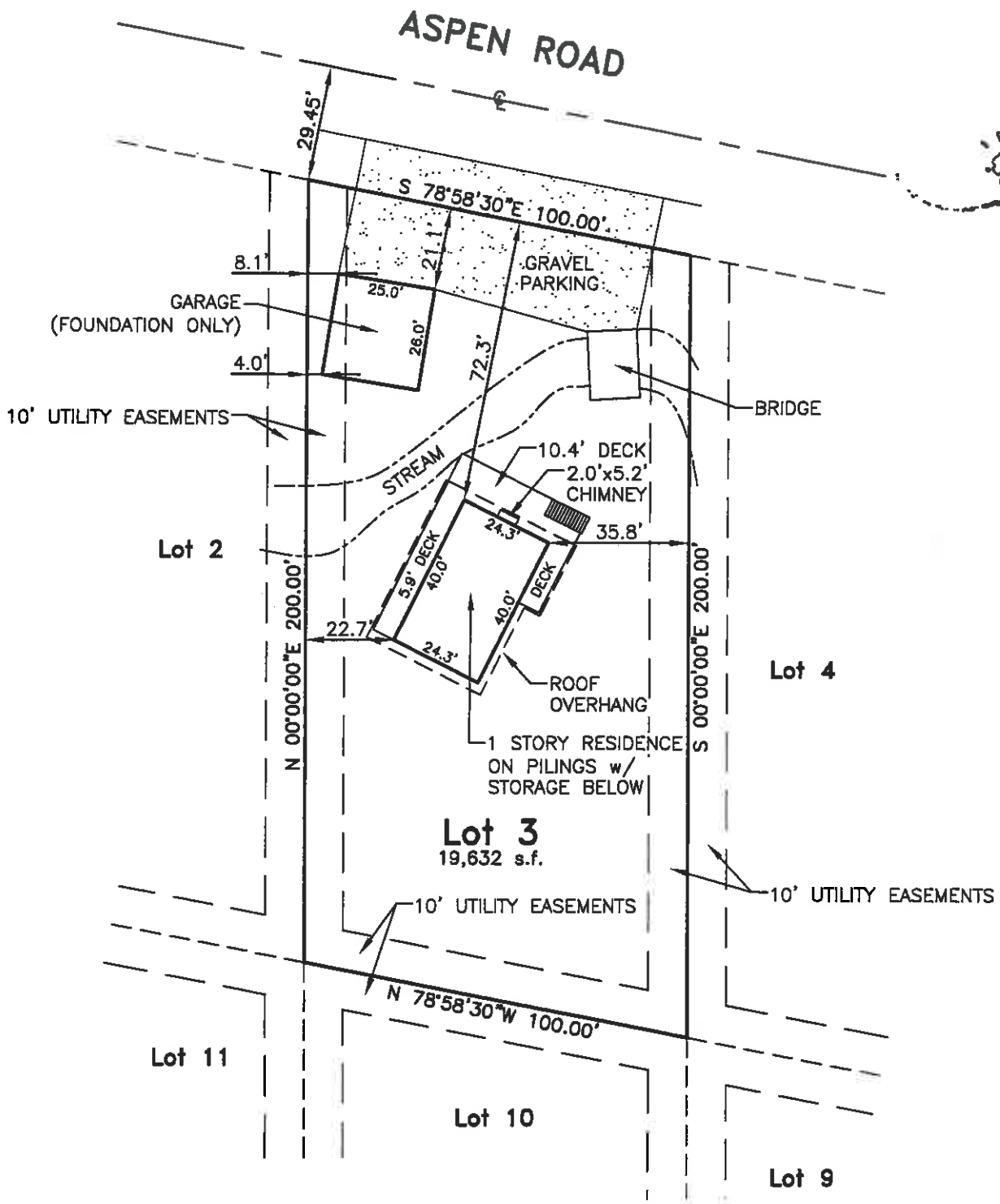
Dated at Anchorage, Alaska
this 26th day of SEPTEMBER 2003

FRED WALATKA & ASSOCIATES
Engineers and Surveyors



EASEMENTS OF RECORD, OTHER THAN THOSE SHOWN ON THE RECORDED PLAT ARE NOT SHOWN HEREON. Fb03-5, ps. 30

BE (907) 248-1666



PLOT PLAN AS BUILT X SCALE 1" = 40' GRID SW 4816 Project No. 17-439/A1

Lang & Associates, inc.
Professional Land Surveyors

11500 Daryl Avenue, Anchorage, Alaska 99515-3049
(907) 522-6476 Phone
(907) 522-4625 Fax
ken@langsurvey.com
jonathan@langsurvey.com

I hereby certify that I have surveyed the following described property:

LOT 3, BLOCK 15, ALYESKA SUBDIVISION - THE FIRST ADDITION (PLAT 66-168) Anchorage Recording District, Alaska, and that the improvements situated thereon are within the property lines and do not encroach onto the property adjacent thereto, that no improvements on the property lying adjacent thereto encroach on the surveyed premises and that there are no roadways, transmission lines or other visible easements on said property except as indicated hereon.

Dated this the 25th Day of January, 2018, at Anchorage, Alaska

It is the responsibility of the owner to determine the existence of any easements, covenants, or restrictions which do not appear on the recorded subdivision plat.



AECC963

Land Use Committee Support Request for 159 Aspen Mountain Rd

Jess and I are trying to get support to let us finish redeveloping a small two story building that was built with city water and sewer in 1981 before Muni zoning came to Girdwood in 1985. The foundation is 20 feet from Alyeska Creek and 1 foot into our side yard setback. The Muni said we could replace the building 10% per year without losing our grandfather rights. Once getting into the project we found health and safety hazards were worse than we thought. In addition to the noticeable building lean, we encountered black mold, rotting wood, and substandard foundation. Two years ago, we removed the house and improved the foundation in the same location, extending the portion away from the creek, 21 feet back from Aspen Mountain Road before receiving a stop work order from the Municipality. The new design is more compliant with the zoning regulations by reducing the old building's cantilever overhangs toward the creek and side yard by roughly 2 feet. Since the passage of a new Muni Ordinance last Fall, we believe this redevelopment would be allowed if begun today, but the Muni says we lost our grandfather rights when we tore down more than 50% of the building and wants us to apply for a dimensional variance to proceed within the modern creek and side yard setbacks. This is a larger lot at 19,632 sq ft and is zoned GR2. Though close to the creek, the land around the foundation is some of the highest on the lot and above the 500 year flood plain. Also all drainage slopes around the building are away from the creek and toward the road.

Parking Counts

Item	Current code	Proposed code
Tourist visitor use (e.g. hotel)	Table 21.07-4	No change
Local use (e.g. child care)	Table 21.07-4	Scale down by 50%
Mixed (e.g. restaurants)	Table 21.07-4	Scale down by 30%
Restaurants	1 spot per 100sqft	Outdoor space is discounted by 60%
Paving	All parking paved	ADA only – may pave, but 20' permeable setback from lot lines
Setbacks	No parking in setbacks (varies slightly by zone)	No parking in first 10' of setback
Landscaping	Islands & medians required under some circumstances	No medians required on any sized lots

Discretionary Parking Reductions (AMC 21.07.090 F)

- Remove discretionary reductions based on transit adjacency and transit pass benefits. Free transit goes to all commercial areas of Girdwood, so built in to the scaling factors above.