Floor Amendment to AO 2022-103(S-1)


PROPOSED AMENDMENT

Purpose/Summary of amendment(s): omnibus floor amendment for editorial changes
- add the acreage of HLB property for the proposed disposal
- correct "Phase I" to "Phase 1" in line with the Development Agreement
- correct "Holton Hills" to "Holtan Hills"
- add "as well as"
- in Section 1.D., specify what land use entitlement process must be complete
- in Section 1, renumber the last subsection to "F" and restate the condition regarding density of the development, per Planning’s request
- in Section 2, specify that the parties will split the cost of a third-party liaison, and specify that the development process can continue concurrently while the parties search for a third-party liaison
- in Section 5, clarify that HLB must work to identify possible sources of State and/or Federal funding for secondary access, but if there is no funding available, there is no mandate to apply.

TEXT OF AMENDMENT

to add new language, [TO DELETE CURRENT CODE LANGUAGE.] and [to delete words proposed by the unamended AO that are not in current code]

Amendment No. 1: WHEREAS clauses, Page 2, Line 7, add a "Whereas" clause, as follows:

WHEREAS, the disposal over three phases is for 16.1 acres for Phase 1, 17.1 acres for Phase 2, and 27.2 acres for Phase III, for a total of 60.4 acres of portions of HLB Parcels 6-011, 6-016, and 6-017; and
Amendment No. 2: WHEREAS clauses, Page 2, Line 11, as follows:
WHEREAS, Phase 1[I] of the proposed Holtan Hills Planned Unit Development will..

Amendment No. 3: WHEREAS clauses, Page 2, Lines 29-30, as follows:
WHEREAS, AWWU has sought a grant, which is already Federally appropriated, to cover the infrastructure costs of sewer....

Amendment No. 4: WHEREAS clauses, Page 2, Lines 33-34, as follows:
WHEREAS, the infrastructure development, including roads and utilities will attach to all parcels in Phase 1[I],....

Amendment No. 5: WHEREAS clauses, Page 3, Lines 40- 41, as follows:
WHEREAS, this land disposal commits approximately 22% of the suitable residential developable land in Girdwood to the Holtan [Holton] Hills development....

Amendment No. 6: WHEREAS clauses, Page 4, Line 12, as follows:
WHEREAS, the projected profits of two Phases of the Holtan [Holton] Hills development....

Amendment No. 7: Section 1, Page 5, Lines 2-3, as follows:
The following terms shall attach to any conveyance of these parcels as well as be included in the Development Agreement...

Amendment No. 8: Section 1.A., Page 5, Line 8, as follows:
...single-family properties built in Holtan Hills, Phase 1[I], to...

Amendment No. 9: Section 1.D., Page 5, Lines 40-42, as follows:
...within five years of the recording of the plat for Phase 1[I] of Holtan Hills Subdivision and upon approval of the Conditional Use Permit for the Residential Planned Unit Development [entitlements being complete on the parcels]...
Amendment No. 10: Section 1, Page 6, Line 4, as follows:

F[E]. CY Investments LLC will develop Holtan Hills through the Conditional Use Permit for a Residential Planned Unit Development and will request approval to exceed the allowable density for the gR-3 zoning district as part of this process [Planned Unit Development and Conditional Use Permit process that must exceed the density of what current underlying zoning—single family zoning (gR3) —permits]; and

Amendment No. 11: Section 2, Page 6, Lines 16-20, as follows:

Section 2. Within 45 days of passage of this ordinance, and concurrent with the ongoing development, HLB and GBOS shall identify and mutually agree on and pay for engagement of a third party to liaise between HLB and GBOS [the Girdwood community]…

Amendment No. 12: Section 5, Page 6, Lines 29-30, as follows:

Section 5. HLB, in consultation with GBOS or a committee it designates, shall work to identify [and apply] for available State and Federal funding to…