Fire Chief Report June 2019

<table>
<thead>
<tr>
<th>YTD Responses January-May 2019</th>
<th>199</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fires</td>
<td>4</td>
</tr>
<tr>
<td>EMS/Rescue</td>
<td>101</td>
</tr>
<tr>
<td>Hazardous Condition</td>
<td>6</td>
</tr>
<tr>
<td>Service Calls, False Alarm (includes Good Intent)</td>
<td>87</td>
</tr>
<tr>
<td>Other</td>
<td>1</td>
</tr>
</tbody>
</table>

**Mutual Aid:** Whittier, Hope, Cooper Landing

**Operational Highlights:**
- Operational Staffing 43
  - 11 new probationary members (50% Girdwood residents, 4 in non-response status)
  - 3 members on long-term leave
  - Daytime staffing temporary summer hires: 2 part-time Firefighter/EMT1, 1 full time Engineer/EMT3
  - 3 Special Operations (members with police employment)
  - 2 new Resource Members: BFAST Fire Training Staff (non-response status)
- Working on Forest Fair and special event response plans
- 12 new Firefighter 1s (interior entry), 1 new EMT2, 1 new EMT3
- 4 members Red carded for fire season

**Administration**
- ISO coming in July for review of fire service area rating
- AFD would like to start contract negotiations
- MOA Internal Audit set for Fall
- Bike Helmet citation program again this year
- Fundraising for 2 E Bikes: Need $5,000, $2500 from Carr Foundation, $475 public
- Woodlot open June 22 and July 20
- Partnering with Girdwood Bear Aware on bear safety
DATE: June 17, 2019
TO: Girdwood Board of Supervisors
FROM: Kyle Kelley, Girdwood Service Area Manager & Margaret Tyler, Parks and Recreation
SUBJECT: Roads, Facility, Cemetery & P & R Monthly Report

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Parks
David Parr has started in the position of Seasonal Parks Caretaker! Say hi to him when you see him around town working in the parks and gardens, pulling trash and helping on trails projects!

SCA Crew members Brooks Green and Jesse Pline arrived June 2 in Girdwood and jumped in on work on the Lower INHT and bridge replacement at California Creek. They will work on a number of trail maintenance projects as well throughout the summer.

Emily Maxwell is moved in and keeping an eye on the campground as our Campground Host.

Contracts:
Weeds contract is under way for summer 2019, our local contact is Julie Johnson.
Community Room and Library windows and carpets were cleaned May 25.
Turf contract began in mid-May and continues through the summer.

 Beautification/Parks:
If you see something that needs attention, please call 343-8373 or email tylerms@muni.org

Thank you to our awesome volunteers! 10+ volunteers planted 700+ plants in the planters and urns around town on SAT June 1.
**Baseball Field:**
Baseball field is now in use for the season. Please no dogs on the field. Other People Only park facilities are the playground, soccer field, tennis courts, and skate park.

- *Lions Club Park*: Working on a plan to add a pavilion to the Lions Club Park. This summer we plan to complete a trail from the park to Glacier Creek.
- *Tennis Courts*: Thank you Gabrielle Hoessle for leading the charge in hanging the wind screens! On-going discussion regarding pickleball court lines. We’ll repair the earthquake damage with good weather window.
- *Skate Park*: New box jump is a hit! Thank you John Gallup for continuing work on the new feature. Blue & Gold held a skate park event on June 9, which attracted awesome skaters from the area, and plans an event during the Forest Fair.

**Trails:** GTC work party on June 4 added culverts and repaired storm damage to the Lower INHT section completed last summer with the RTP grant.

New bridge over California Creek is nearing completion. This stout new structure is built to withstand side loading, which was the ultimate downfall of the original bridge. Thanks to KMTA for the grant funding to engineer and construct the bridge, to Alpine Air for donating 9 heli lifts of materials and setting the cross beams, Brian Burnett, and Paul Crews, for leading our SCA and other volunteers in the construction effort.
Andy Hehnlin has been moving forward on the next section of trail, from the bridge to the edge of the Industrial Park, funded by the 2nd RTP grant. SCA crew will be moving in to finish this trail section with hand tools once the bridge is complete.

We have received a matching grant of $5,000 from the Anchorage Park Foundation for Phase 2 of this trail restoration project. Phase 2 will improve tread from Ruane Road to Karolius Drive, planned for summer, 2020.

Thank you, Christina Hendrickson, for working on funding and initiating steps for the Girdwood Trails Plan. This project will be underway shortly, and will be part of the Girdwood Area Plan. Campground is open. MOA does not have any RV camping, RVs can check with Alyeska Resort for parking in the Daylodge Parking Lot; RV sites are available at Crow Creek Mine.

Hand Tram: Hand tram is closed until further notice following June 8 accident. Inspection and evaluation from the MOA Parks and Rec and Risk Management are pending.

**GBOS Non-profit Grants:** 2019 grant contracts have been issued. We will collect them all and send them in together for MOA processing for payment. Signed contracts are due July 31, 2019. 2020 grant cycle began May 1 and closes June 21 at 3PM. Grant applications are available online at [www.muni.org/gbos](http://www.muni.org/gbos), at the library, community center and post office bulletin boards, or by emailing [tylerms@muni.org](mailto:tylerms@muni.org).

**Other Grants:**
- **KMTA Grants:** $17,000 grant approved for California Creek Bridge construction. Getting ready to begin reimbursement process.
- **KMTA spring 2019 grant:** Parks and Rec was awarded $4,920 matching grant for trail tools. Getting ready to begin reimbursement process.
- **RTP Grant:** $75,000 has been approved by the Federal Highways Administration and the project is under way.
- **APF Grant:** Awarded $5,000 with 50/50 match toward Phase 2 Lower INHT. Contract pending.
- **ACF Grant:** $890 received from Alaska Community Foundation through Trail Care Fund for trail tools. No reimbursement process, this grant is closed.

**Social Media & Websites:** We are active on Facebook as Girdwood Board of Supervisors GBOS and Girdwood Parks and Recreation. Websites are: [www.muni.org/gbos](http://www.muni.org/gbos); [www.muni.org/gpr](http://www.muni.org/gpr). Trail maps are at: [www.muni.org/gprsummermap](http://www.muni.org/gprsummermap) and [www.muni.org/gprwintermap](http://www.muni.org/gprwintermap).

GBOS videos are on line! Follow the link on our website to our YouTube videos or copy this: [https://www.youtube.com/channel/UCQUNInprZEjhbPVPiJQIEA](https://www.youtube.com/channel/UCQUNInprZEjhbPVPiJQIEA)

**Cemetery:**
Cemetery committee is now on hold while Eagle River Cemetery group works on their project to present together for bonding. The committee will continue to push forward on drafting cemetery operating guidelines and rules that could be put in code after the facility is built.
Roads

Roads Status: Road Maintenance is currently working on Drainage and culvert improvements on Cortina. We have a long list of project to tackle and will try to do as much as we can depending weather and/or funding.

Work completed since last GBOS meeting:
- Applied calcium for dust control
- Spring grading of roads
- Pothole patch
- Brushing
- Cleared hazards trees and snags
- Street maintenance lot cleaning
- Culvert replacement on Davos and Cortina
- Asphalt repair
- Crack sealing
- Street striping

Major project updates:

Little Bears/Glacier City Hall Replacement project:
- The project estimates to around $ 2.0 million
- GBOS has approved to move this forward as Bond proposition in the 2020 election
- Both buildings would be demolished and one structure would be built for the Day Care facility
- Little Bears is a financial partner and is proactive in fundraising efforts to contribute the project
- Karen Zaccaro Company ECI is providing pro bono service for the Pre-development of a new Little Bears facility at the same location.
- Working with Burkhart Croft to draft up 25% concept plans for the new building
- The new building will remain MOA owned
- Current work: Feasibility design is completed, Planning determine a new building will be allowed without a code change since it will be community owned and used for a community propose. Code parking requirements and setbacks will probably need a variance request to maximize the use of the lot. Meeting with OMB to determine the options for bonding the build of this facility.

Alyeska Highway & Egloff/Hightower Crosswalk Pedestrian Flasher system

Phase 1
Start Date and length: Monday, July 8th after Forest Fair. One week to 10 days.
Work to be perform: Trench and install wiring for system, drive piles for lights and signs, install cement foundations for new push buttons

Phase 2
Start Date and length: possibly 4 weeks later after phase 1 completes. One week to finish. Goal is to have new system operational before school starts.
Work to be performed: As soon as they arrive from manufacturer install new overhead lights and complete the install of the flasher system hardware (signs, post, push buttons, etc.).
Certain materials (lights, flasher, push buttons) for the project are special order that can take 8 weeks to get here and they were ordered mid-May as soon as the project contract was completed.

**Expenses and Budget:**

**Undesignated Fund Balance for the Girdwood Service Area:** $198,385.00 as of July 31, 2018

**Roads:** Road Expenditures by Month:

<table>
<thead>
<tr>
<th>Month</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
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<tbody>
<tr>
<td>January</td>
<td>$69,501.60</td>
<td>$37,768.21</td>
<td>$45,726.50</td>
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<tr>
<td>February</td>
<td>$51,470.39</td>
<td>$38,100.50</td>
<td>$47,749.25</td>
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<tr>
<td>March</td>
<td>$28,108.66</td>
<td>$33,570.94</td>
<td>$35,402.11</td>
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<tr>
<td>April</td>
<td>$34,856.29</td>
<td>$53,832.30</td>
<td>$52,605.55</td>
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<tr>
<td>May</td>
<td>$34,992.43</td>
<td>$35,768.06</td>
<td>$47,284.00</td>
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<tr>
<td>June</td>
<td>$63,412.35</td>
<td>$58,073.29</td>
<td></td>
</tr>
<tr>
<td>July</td>
<td>$29,944.81</td>
<td>$57,131.25</td>
<td></td>
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<tr>
<td>August</td>
<td>$40,310.06</td>
<td>$46,797.14</td>
<td></td>
</tr>
<tr>
<td>September to 15th</td>
<td>$11,307.78</td>
<td>$42,902.75</td>
<td></td>
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<tr>
<td>October</td>
<td>$40,485.28</td>
<td>$47,671.51</td>
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<tr>
<td>November</td>
<td>$14,486.25</td>
<td>$24,825.25</td>
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<tr>
<td>December</td>
<td>$45,554.63</td>
<td>$88,113.63</td>
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</table>

**Total thru December:** $495,035.23 $564,554.53 $228,767.21

Public works operation budget expended for 2019: $394,951.70 of $1,056,713.00 = 37%

2018 Capital Roads Project fund (406): $150,000.00

**Parks:**

2019 Expended Budget: $52,548.07 of $392,532.00 = 13%
2019 Capital Park Project (406) Reserve Fund available: $68,643.00
2019 Community Room Capital Reserve Fund (406): $74,000.00
Funds encumbered for the Ped Crosswalk light: $143,000.00

**Police:**

2018 Expended Budget: $166,278.80 of $650,331.00 = 25%

**Fire:**

2018 Expended Budget: $425,297.42 of $1,131,884.00 = 37%
LETTER OF NON-OBJECTION

David Whitfield, Current Planning Manager
Michelle McNulty, Planning Director

June 17, 2019

RE: Change to T21C9 to correct omission related to existing patents for mineral extraction in areas zoned GOS and GDR

Mr. Whitfield,

The Girdwood Board of Supervisors (GBOS), by a vote of X to X at the June 17, 2019 GBOS Regular Meeting, has no objection to the changes to Title 21 Chapter 9 relating to material extraction from existing patent claims in areas zoned Girdwood Open Space (GOS) and Girdwood Development Reserve (GDR).

This action is based on public presentations of this item at the May 20, 2109 and June 17, 2019 GBOS meetings, and on recommendation of the Girdwood Land Use Committee by a vote of 5 in favor and 0 opposed at their regular meeting on June 10, 2019.

Mike Edgington, GBOS Land Use Supervisor          Date

Witness
AN ORDINANCE OF THE ANCHORAGE MUNICIPAL ASSEMBLY AMENDING ANCHORAGE MUNICIPAL CODE SECTION 21.09.040F.3. AND 21.09.040F.8. TO INCLUDE A DISTRICT SPECIFIC STANDARD ALLOWING PROPERTIES THAT HAVE EXISTING FEDERAL PATENTS TO MINERAL ESTATE AND/OR VALID STATE AND FEDERAL MINING CLAIMS TO CONTINUE OPERATIONS UNDER THE EXISTING FEDERAL AND STATE REGULATIONS IN THE GOS (GIRDWOOD OPEN SPACE) AND GDR (GIRDWOOD DEVELOPMENT RESERVE) DISTRICTS.

WHEREAS, The gR-2A, gl-2, GIP, and the GCR-3 districts allow for existing federal patents to mineral estate and/or valid state and federal mining claims to continue mining activity under those patents, and

WHEREAS, Chapter 9, subsection .040 does not recognize these patents in the GOS or GDR Districts, and

WHEREAS, adding the following language to the GOS and GDR Districts will provide consistency with other districts in Girdwood; now therefore,

THE ANCHORAGE ASSEMBLY ORDAINS:

Section 1. Anchorage Municipal Code section 21.09.040F.3.c. is hereby amended to read as follows (the remainder of the section is not affected and therefore not set out):

21.09.040F.3. GOS (Girdwood Open Space) District

*** *** ***

b. Intent
The intent of the open space district is to protect lands left predominantly natural.

c. Federal Patents to Mineral Estate and Valid State and Federal Mining Claims
Some properties in this district have federal patents to mineral estate and/or valid state and federal mining claims. Mining activity under the auspices of those patents and/or claims shall comply with relevant federal and state regulations.
d[C]. District-Specific Standards

Development shall be prohibited, except as related to a recreational use listed in table 21.09-2, or if authorized in an approved master plan. Transportation rights of way and utility easements may cross GOS lands.

*** *** ***

Section 2. Anchorage Municipal Code section 21.09.0040F.8c.c. is hereby amended to read as follows (the remainder of the section is not affected and therefore not set out):

21.09.040F.8. GDR Development Reserve District

*** *** ***

b. Intent

The intent of this district is to hold lands in reserve for future development.

c. Federal Patents to Mineral Estate and Valid State and Federal Mining Claims

Some properties in this district have federal patents to mineral estate and/or valid state and federal mining claims. Mining activity under the auspices of those patents and/or claims shall comply with relevant federal and state regulations.

d[C]. Prerequisites to Development

Prior to any development in this district, other than the uses permitted in subsection f.[E]., below, this district shall be revised on the Girdwood Area Plan Land Use Plan Map from development reserve to an active classification. In addition, this section shall be amended to either move the land into another district classification, or adopt specific uses and standards for development of the land in this district.

(Code revisor – re-letter remaining sections.)

(AO 2012-124(S), 2-26-13; AO 2013-117, 12-3-13; AO 2016-30, 3-22-16)
Section 3. This ordinance shall become effective immediately upon passage and approval by the Assembly.

PASSED AND APPROVED by the Anchorage Assembly this ___ day of ______________, 2019.

Chair

ATTEST:

Municipal Clerk
Proposed material site ADL 233001 is located 3 miles south of Girdwood at milepost 87 of the Seward Highway and 71.4 of the Railroad. This site encompasses approximately 51 acres. The authorized area within material sale ADL 232986 is approximately 14 acres. This site is further described as being located within the N1/2 of Section 33 Township 10 North, Range 02 East, Seward Meridian.
LETTER OF NON-OBJECTION

All That’s Silver LLC

May 17, 2019

RE: Liquor License Transfer from Judson Crosby to All That’s Silver LLC

The Girdwood Board of Supervisors (GBOS), by a vote of 5 to 0 at the June 17, 2019 GBOS Regular Meeting, has no objection to approval of the liquor license #3558 transfer currently held by Judson Crosby the new owner, All That’s Silver LLC.

This action was recommended by the Land Use Committee at their Regular Meeting on June 10, 2019 with a vote of 5 in favor, 0 opposed and 2 abstentions.

Non-Objection is based on the following:
The Silvertip is a long-standing business in the community, supplying the area with employment, entertainment, and dining options.

The Silvertip’s beverage services are an important element in their business model.

The Silvertip is expected to continue restaurant operations under new ownership as they have under previous ownership.

Mike Edgington, GBOS Land Use Supervisor

Date

Witness
ANCHORAG, ALASKA
AR No. 2019–XXX

A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY STATING ITS CONDITIONAL PROTEST REGARDING THE TRANSFER OF OWNERSHIP OF RESTAURANT/EATING PLACE LIQUOR LICENSE, #3558, AND RESTAURANT DESIGNATION PERMIT, FOR ALL THAT’S SILVER, LLC DBA SILVERTIP GRILL LOCATED AT 165 HIGHTOWER RD., GIRDWOOD, AK 99587; PENDING SATISFACTION OF MUNICIPAL REQUIREMENTS AND AUTHORIZING THE MUNICIPAL CLERK TO TAKE CERTAIN ACTION.

WHEREAS, All That’s Silver, LLC has made an application with the Alaska Alcohol and Marijuana Control Office (AMCO), for consideration by the Alcoholic Beverage Control (ABC) Board, and has paid the required fee for the transfer of ownership of restaurant/eating place liquor license, #3558, and restaurant designation permit, to be used for Silvertip Grill, located at 165 Hightower Rd., Girdwood, Alaska, 99587; and

WHEREAS, the applicant has requested that this application be submitted to the Assembly at the earliest possible Assembly Meeting and was notified that the application would be conditionally protested pending all required reviews and inspections prior to alcohol service; and

WHEREAS, the Assembly must enter any protest to AMCO within 60 days following receipt of the application; and

WHEREAS, Anchorage Municipal Code (AMC) 2.30.120 and 3 AAC 304.145(d) require the Assembly to hold a public hearing to provide the applicant an opportunity to defend their application prior to exercising or waiving the right to protest; and

WHEREAS, the Anchorage Municipal Clerk received a copy of this application on June 7, 2019 and has determined that the last day for the Assembly to file a protest is August 6, 2019; and

WHEREAS, this resolution sets the public hearing on the protest of the transfer of liquor license, #3558, for June 18, 2019; and

WHEREAS, 10 day notice of the public hearing has been given to the applicant and the Girdwood Community Council as required by AMC 2.30.120. and AS 04.21.010(d); and
WHEREAS, the Assembly Meeting on July 23, 2019 is the last scheduled regular meeting of the Anchorage Assembly prior to the expiration of the protest period; and

WHEREAS, protest by the Assembly is in order pending Assembly confirmation that outstanding items required for this location have been completed.

NOW, THEREFORE, the Anchorage Assembly resolves:

Section 1. The Anchorage Assembly hereby enters its CONDITIONAL PROTEST for the transfer of ownership of restaurant/eating place liquor license, #3558, until these conditions are met:

- Certification from the Anchorage Health Department
- Certification from the Finance Department
- Certification from the Building Safety Official
- Certification from the Planning Department
- Certification from the State Fire Marshal

Section 2. A copy of this Assembly Resolution may be presented to AMCO as proof that the Anchorage Assembly, as the local governing body, has stated its protest in order to allow the Director of AMCO to hold processing of the transfer of ownership of restaurant/eating place liquor license, #3558, and restaurant designation permit, under local protest, until the Director receives confirmation from the Municipal Clerk that the conditions in Section 1 have been met, and this protest is lifted as authorized by this Assembly Resolution.

Section 3. The Anchorage Assembly hereby authorizes the Municipal Clerk, upon confirmation that all conditions in Section 1 have been met, to provide written notification to AMCO that this protest is lifted without further action by the Assembly.

PASSED AND APPROVED by the Anchorage Assembly this ______ day of ______________, 2019.

______________________
Chair

ATTEST:

______________________
Municipal Clerk
Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

What is this form?

This transfer license application form is required for all individuals or entities seeking to apply for the transfer of ownership and/or location of an existing liquor license. Applicants should review Title 04 of Alaska Statutes and Chapter 304 of the Alaska Administrative Code. All fields of this form must be completed, per AS 04.11.260, AS 04.11.280, AS 04.11.290, and 3 AAC 304.105.

This form must be completed and submitted to AMCO’s main office, along with all other required forms and documents, before any license application will be considered complete.

Section 1 – Transferor Information

Enter information for the current licensee and licensed establishment.

<table>
<thead>
<tr>
<th>Licensee:</th>
<th>JUDSON CROSBY</th>
<th>License #:</th>
<th>3558</th>
</tr>
</thead>
<tbody>
<tr>
<td>License Type:</td>
<td>RESTAURANT / EATING PLACE</td>
<td>Statutory Reference:</td>
<td>AS04.11.100</td>
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<tr>
<td>Doing Business As:</td>
<td>SILVERTIP GRILL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Premises Address:</td>
<td>165 HIGHTOWER ROAD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>GIRDWOOD</td>
<td>State:</td>
<td>AK</td>
</tr>
<tr>
<td>Local Governing Body:</td>
<td>MUNICIPALITY OF ANCHORAGE</td>
<td>ZIP:</td>
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</tr>
</tbody>
</table>

Transfer Type:

☑ Regular transfer
☐ Transfer with security interest
☐ Involuntary retransfer

OFFICE USE ONLY

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<tr>
<th>Complete Date:</th>
<th>Transaction #:</th>
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<tbody>
<tr>
<td>Board Meeting Date:</td>
<td>License Years:</td>
<td></td>
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<tr>
<td>Issue Date:</td>
<td>BRE:</td>
<td></td>
</tr>
</tbody>
</table>

[Form AB-01] (rev 10/10/2016)
Section 2 – Transferee Information

Enter information for the new applicant and/or location seeking to be licensed.

Licensee: ALL THAT'S SILVER LLC
Doing Business As: SILVERTIP GRILL
Premises Address: 165 HIGHTOWER ROAD
City: GIRDWOOD State: AK ZIP: 99587
Community Council:

Mailing Address: PO BOX 481
City: GIRDWOOD State: AK ZIP: 99587

Designated Licensee: RAleigh HILL
Contact Phone: 907.764.2534 Business Phone: 907.754.3161
Contact Email: SILVERTIPGRILL907@GMAIL.COM

Seasonal License? Yes No If "Yes", write your six-month operating period: ________________

Section 3 – Premises Information

Premises to be licensed is:

- an existing facility
- a new building
- a proposed building

The next two questions must be completed by beverage dispensary (including tourism) and package store applicants only:

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the outer boundaries of the nearest school grounds? Include the unit of measurement in your answer.

0.4 MILES

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the public entrance of the nearest church building? Include the unit of measurement in your answer.

0.6 MILES
**Section 4 - Sole Proprietor Ownership Information**

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 5. If more space is needed, please attach a separate sheet with the required information. The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: □ applicant  □ affiliate

<table>
<thead>
<tr>
<th>Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>State:</td>
</tr>
<tr>
<td>ZIP:</td>
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</tr>
</tbody>
</table>

This individual is an: □ applicant  □ affiliate

<table>
<thead>
<tr>
<th>Name:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Address:</td>
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<tr>
<td>City:</td>
<td>State:</td>
</tr>
<tr>
<td>ZIP:</td>
<td></td>
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</tbody>
</table>

**Section 5 - Entity Ownership Information**

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 6. If more space is needed, please attach a separate sheet with the required information.

- If the applicant is a corporation, the following information must be completed for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a limited liability organization, the following information must be completed for each *member with an ownership interest of 10% or more*, and for each *manager*.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.

<table>
<thead>
<tr>
<th>Entity Officer:</th>
<th>RAFFIE HILL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title(s):</td>
<td>MEMBER</td>
</tr>
<tr>
<td>Address:</td>
<td>PO BOX 481</td>
</tr>
<tr>
<td>City:</td>
<td>GIRDWOOD</td>
</tr>
<tr>
<td>Phone:</td>
<td>907.764.2534</td>
</tr>
<tr>
<td>% Owned:</td>
<td>50</td>
</tr>
<tr>
<td>State:</td>
<td>AK</td>
</tr>
<tr>
<td>ZIP:</td>
<td>99587</td>
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</tbody>
</table>
**Form AB-01: Transfer License Application**

<table>
<thead>
<tr>
<th>Entity Official:</th>
<th>JENNIFER HILL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title(s):</td>
<td>MEMBER</td>
</tr>
<tr>
<td>Address:</td>
<td>PO BOX 481</td>
</tr>
<tr>
<td>City:</td>
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</tr>
<tr>
<td>Phone:</td>
<td>907.444.3655</td>
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<tr>
<td>% Owned:</td>
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<table>
<thead>
<tr>
<th>Entity Official:</th>
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<tbody>
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<td>Title(s):</td>
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<tr>
<td>Address:</td>
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<tr>
<td>City:</td>
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<tr>
<td>Phone:</td>
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<tr>
<td>% Owned:</td>
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<td>State:</td>
</tr>
<tr>
<td>ZIP:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Entity Official:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title(s):</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>City:</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td>% Owned:</td>
</tr>
<tr>
<td>State:</td>
</tr>
<tr>
<td>ZIP:</td>
</tr>
</tbody>
</table>

This subsection must be completed by any applicant that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC) and have a registered agent who is an individual resident of the state of Alaska.

<table>
<thead>
<tr>
<th>DOC Entity #:</th>
<th>10099204</th>
</tr>
</thead>
<tbody>
<tr>
<td>AK Formed Date:</td>
<td>02/01/2019</td>
</tr>
<tr>
<td>Home State:</td>
<td>ALASKA</td>
</tr>
<tr>
<td>Registered Agent:</td>
<td>RALEIGH HILL</td>
</tr>
<tr>
<td>Agent’s Phone:</td>
<td>907.764.2534</td>
</tr>
<tr>
<td>Agent’s Mailing Address:</td>
<td>201 DONNER DR</td>
</tr>
<tr>
<td>City:</td>
<td>GIRDWOOD</td>
</tr>
<tr>
<td>State:</td>
<td>AK</td>
</tr>
<tr>
<td>ZIP:</td>
<td>99587</td>
</tr>
</tbody>
</table>

Residency of Agent:  

Yes  No

Is your corporation or LLC's registered agent an individual resident of the state of Alaska?  

[Form AB-01] (rev 10/10/2016)  

Page 4 of 7
Section 6 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses:

Yes  No

Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska?

If “Yes”, disclose which individual(s) has the financial interest, what the type of business is, and if licensed in Alaska, which license number(s) and license type(s):

BOTH JENNY AND RALEIGH HILL HAVE OWNERSHIP (50/50) OF, AND ACTIVELY OPERATE The Girdwood Picnic Club LOCATED AT 194 HIGHTOWER ROAD, GIRDWOOD AK 99587. IT IS A FULL SERVICE RESTAURANT DBA The Girdwood Picnic Club, AND HAS A TYPE RESTAURANT/EATING PLACE LICENSE #5498. IT HAS BEEN IN BUSINESS SINCE JUNE 6, 2016.

Section 7 – Authorization

Communication with AMCO staff:

Yes  No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

If “Yes”, disclose the name of the individual and the reason for this authorization:
Section 8 – Transferor Certifications

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

I declare under penalty of perjury that the undersigned represents a controlling interest of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) have examined this application, approve of the transfer of this license, and find the information on this application to be true, correct, and complete.

[Signature of transferor]

Judson Crosby
Printed name of transferor

Subscribed and sworn to before me this ___ day of February, 2019.

[Signature of Notary Public]

Notary Public in and for the State of Alaska.

My commission expires: __________

[Signature of transferor]

Printed name of transferor

Subscribed and sworn to before me this ___ day of _______________, 20___.

[Signature of Notary Public]

Notary Public in and for the State of _______________.

My commission expires: __________
Section 9 – Transferee Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

I certify that all proposed licensees have been listed with the Division of Corporations.

I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465.

I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

As an applicant for a liquor license, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete.

Signature of transferee

Printed name

Subscribed and sworn to before me this 4 day of February, 2019.

Signature of Notary Public

Notary Public in and for the State of Alaska.

My commission expires: Term.

[Form AB-01] (rev 10/10/2016)
Alaska Alcoholic Beverage Control Board

Form AB-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all liquor license applications, per AS 04.11.260 and 3 AAC 304.185. Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, consumption, and manufacturing. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.

The second page of this form is not required. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

---

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

---

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

<table>
<thead>
<tr>
<th>Licensee:</th>
<th>ALL THAT'S SILVER LLC</th>
<th>License Number:</th>
<th>3558</th>
</tr>
</thead>
<tbody>
<tr>
<td>License Type:</td>
<td>RESTAURANT/EATING PLACE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Doing Business As:</td>
<td>SILVERTIP GRILL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Premises Address:</td>
<td>165 HIGHTOWER RD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>GIRDWOOD</td>
<td>State:</td>
<td>AK</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ZIP:</td>
<td>99587</td>
</tr>
</tbody>
</table>
Section 2 – Detailed Premises Diagram

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances and exits, walls, bars, and fixtures, and outline in red the perimeter of the areas designated for alcohol storage, service, consumption, and manufacturing. Include dimensions, cross-streets, and points of reference in your drawing. You may attach blueprints or other detailed drawings that meet the requirements of this form.

LENGTH AND WIDTH PREMISES IN FEET - 40' x 100'

SCALE - 4 FT 1 - 4 FT
The entire area is completely fenced in, with a wooden fence at least 6 feet high all the way around.

Raleigh Hill

On Thu, Jun 6, 2019, 4:09 PM Alcohol Licensing, CED ABC (CED sponsored) <alcohol.licensing@alaska.gov> wrote:

One other question that I neglected to ask previously, is there a fence around the yard/patio? If so, can you indicate the type (split rail, metal, etc.) and height of the fence/barrier?

Thanks,

John

From: Raleigh Hill <silvertipgrill907@gmail.com>
Sent: Thursday, June 06, 2019 3:17 PM
To: Alcohol Licensing, CED ABC (CED sponsored) <alcohol.licensing@alaska.gov>
Subject: Re: 3558 dba Silvertip Grill Incomplete Letter and Application (Security Interest)

Here is the AB-07, as well as our LLC Initial Biennial report, which includes our operating agreement of 50/50 ownership between myself and Jennifer Hill, listed as Members.

On Thu, Jun 6, 2019 at 2:54 PM Alcohol Licensing, CED ABC (CED sponsored) <alcohol.licensing@alaska.gov> wrote:

Publisher affidavit received. I went ahead and started reviewing your application again just to make sure there wasn’t anything else we needed and it looks like we didn’t receive a copy of the operating agreement for All That’s Silver, LLC. If you can send that with the AB-07 as well your application should be complete.

Let me know if you have any questions.
PLAN TO PREVENT ACCESS OF ALCOHOL TO MINORS

The Silvertip Grill will diligently restrict access of alcohol to minors. Patrons will be diligently ID’d to ensure that NO PERSON under the age of 21 is EVER illegally served an alcoholic beverage. The Silvertip Grill’s policy will be to card any patron who appears to be under the age of 40, and ALL patrons will be required to have an acceptable form of government issued identification on their person in order to purchase alcohol and may be asked to provide identification even if over 40. All employees involved in the selling or serving of alcoholic beverages will be trained and certified to deal with any problems that may arrive from alcohol, and a record will be kept of any such issues as they arrive. This will be administered through Training for Alcohol Professionals, commonly known as TAP.

No minors will be allowed into any areas that contain alcohol, including behind the bar or in any storage area. Furthermore, a TAP certified manager will wholly be responsible for ordering, checking in, and storing any alcoholic beverages at the restaurant. The process of receiving deliveries will be done exclusively through the back door, which is accessible only to employees.
June 7, 2019

Girdwood Community Council
Attn: President or Chair
VIA email: gbos@muni.org
gbossamdaniel@gmail.com
gcfox@gci.net
Cc: info@communitycouncils.org

<table>
<thead>
<tr>
<th>License Type:</th>
<th>Restaurant/Eating Place</th>
<th>License Number:</th>
<th>3558</th>
</tr>
</thead>
</table>

Licensee: All That’s Silver, LLC
Doing Business As: Silvertip Grill

☐ New Application  ☒ Transfer of Ownership Application
☐ Transfer of Location Application  ☐ Transfer of Controlling Interest Application

AS 04.11.310(b) and AS 04.11.525 require that the Director shall provide written notice to a community council or any nonprofit organization that has requested notification about pending applications for liquor licenses.

This letter serves to provide written notice to the above referenced entities regarding the above application. **Please contact the local governing body with jurisdiction over the proposed premises for information regarding review of this application. Comments you may have about the application should first be presented to the local governing body.** Instructions for objections to liquor license applications are located on our website at [http://www.commerce.alaska.gov/web/amco](http://www.commerce.alaska.gov/web/amco).

If you have any questions, please send them to the email address below.

Sincerely,

Jedediah Smith, Local Government Specialist
alcohol.licensing@alaska.gov
Resolution 2019-09
Of the Girdwood Board of Supervisors

Resolution supporting Secure Trash Ordinance AO 2019-74(S), and requesting that the Municipal Manager and Anchorage Assembly designate Girdwood Valley Service Area as a Secure Trash Regulation Zone.

Whereas, Girdwood is a small and densely developed community situated in the heart of prime brown and black bear habitat; and

Whereas, the people of Girdwood understand the responsibility to the wildlife whose home we share and seek to minimize human bear conflict; and

Whereas, Girdwood is a resort community with a large number of second homes, short-term rental properties and other temporary visitors, and

Whereas, the community of Girdwood has experienced recurring conflicts with bears in our community with six bears killed by Alaska Department of Fish and Game (ADF&G) in 2018; and

Whereas, almost 90% of Girdwood’s residential customers for-curbside waste pickup already choose to use bear-resistant trash carts; and

Whereas, following multiple public meetings during the summer and Fall of 2018, Girdwood Board of Supervisors passed resolution 2018-18 requesting that the Assembly mandate bear-resistant containers in Girdwood; and

Whereas, the current Municipality of Anchorage (MOA) code lacks clear and enforceable measures requiring trash to be secured from bears; and

Whereas, the MOA, through the Assembly, has introduced a Secure Trash Ordinance to require improved trash handling throughout the Municipality, including a mechanism for the Municipal Manager to designate Secure Trash Regulation Zones where bear-resistant trash storage is mandatory.

THEREFORE, the Girdwood Board of Supervisors supports AO 2019-74(S) and requests that the on passage the Municipal Manager and the Assembly designate Girdwood Valley Service Area as a Secure Trash Regulation Zone at the earliest possible opportunity.

Passed an approved by the Girdwood Board of Supervisors the 17th day of June, 2019 by a vote of 5 to 0.

Mike Edgington  Date  Witness
Girdwood Land Use Supervisor
Municipality of Anchorage
Real Estate Department
Heritage Land Bank

**Land Use Permit**

HLB Permit No.: 2014-13 (Renewal 2019)

Permittee: Girdwood Board of Supervisors
Address: P.O. Box 390, Girdwood, AK 99587
Permit Area Description: Portion of HLB Parcel 6-022 (see Attachment A)

This agreement is between the Real Estate Department, Heritage Land Bank, Municipality of Anchorage, hereinafter “HLB,” whose address is P.O. Box 196650, Anchorage, AK, 99519-6650, and Girdwood Board of Supervisors, hereinafter “Permittee.”

1. **Permission.** The HLB does hereby grant to the Permittee a non-exclusive, revocable Land Use Permit, hereinafter referred to as “Permit,” containing the right, permission and authority to enter upon HLB property in the above-described Permit Area for the limited purpose(s) of: **Operating and maintaining the Girdwood Town Square Park and Ride Facility.** Permittee shall notify the HLB of its intent to use the Permit immediately prior to its commencement of above-mentioned activities and comply with any and all restrictions placed upon it under this Permit.

2. **Term.** This Permit shall be for a term of one (1) year, commencing on **July 1, 2019** and ending **June 30, 2020**, provided that the HLB shall have the absolute right to terminate this Permit at any time, without cause, upon **fifteen (15) days'** notice to Permittee. Any continued use of the Permit Area by the Permittee after the expiration of the original term, absent prior to HLB approval, shall be deemed a trespass subject to ejectment. The Permittee may abandon the Permit Area and give up all rights under this Permit at any time. The Permittee’s obligation to pay an annual fee, and any other affirmative obligations of Permittee under this Permit, shall continue until the Permittee has given written notification to the HLB that Permittee is abandoning all rights under this Permit and has removed any personal property from the Permit Area and has restored the Permit Area pursuant to Paragraph 6 of this Permit.

3. **Fees.** As consideration for this Permit, Permittee shall pay **$0.00**.

Payment(s) of fees shall be accepted either:

A. In person by delivering to the Real Estate Department, Heritage Land Bank offices, located on the 2nd floor of the Municipal Permit & Development Center located at 4700 Elmore Road; or
B. By mail to: Real Estate Department
   Heritage Land Bank
   Municipality of Anchorage
   P.O. Box 196650
   Anchorage AK 99519-6650

4. **Title to property.** This Permit does not create for the Permittee any interest in or title to the above-described property.

5. **HLB use.** The HLB reserves for itself, its successors, assigns, permittees and licensees, the right to use the Permit Area for any purpose whatsoever, subordinate to the parameters as outlined in Anchorage Municipal Code 25.40.

6. **Restoration of the Permit Area.** Upon the completion of the limited purpose(s) described in section 1, above, or by the date of termination, whichever first occurs, all rights or obligations contained within this Permit shall terminate except for obligations imposed by this Permit on Permittee to repair, replace or restore the Permit Area, structures or improvements thereon, and the indemnity imposed by paragraphs 8, 9 and 11 below. Structures or improvements, if any, currently existing within the Permit Area which are removed or damaged during the Permit period shall be replaced or repaired upon completion of the activities by Permittee, to the satisfaction of the HLB. Upon the expiration, abandonment, or termination of this Permit, the Permittee shall remove from and off the Permit Area all property owned or controlled by the Permittee and restore the Permit Area to its prior condition in a manner satisfactory to HLB. Upon failure to do so, the HLB may perform such work at Permittee’s expense. Until said property is removed and the Permit Area restored, either by Permittee or by HLB at the Permittee’s expense, this Permit and all terms contained herein, including payment of fees, shall, at HLB’s option, remain in effect until said property is removed and the Permit Area is restored to its prior condition.

7. **Alterations to the Permit Area, structures or improvements thereon.** The general physical contour of the Permit Area shall not be altered without prior written approval from the HLB. No excavation work shall be performed upon the Permit Area. Permittee’s use of the Permit Area shall not interfere with the use or operation of any facility, drainage ditch, or related facilities which may be located upon, over, or under the Permit Area. No structure, improvement or other facility, including but not limited to temporary structures and fences, may be constructed or placed in the Permit Area without prior written approval of HLB. Any construction or placement shall comply with local building and land use regulations.

8. **Indemnification.** Permittee agrees to indemnify, defend and hold the HLB and the Municipality of Anchorage (MOA) harmless from and against any and all claims arising, directly or indirectly, from Permittee’s use and related conduct in the Permit Area or from the conduct of Permittee’s business or from any activity, work or things done, permitted or suffered to be done by Permittee in or about the Permit Area. The Permittee further agrees to indemnify and hold HLB and the MOA harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Permittee’s part to be performed under the terms of this Permit, or from claims of any of Permittee’s agents, contractors, employees, invitees, customers
or visitors, and from and against all costs, attorney’s fees, expenses and liabilities incurred in the
defense of any such claim or any action or proceeding brought thereon. In case any action or
proceeding is brought against the HLB or the MOA, Permittee shall defend the same at Permittee’s
expense by counsel reasonably satisfactory to HLB or the MOA.

9. **Insurance. Waived; Girdwood Board of Supervisors fall under the MOA self-insured policy.**
Permittee shall deliver to the HLB certificates of liability insurance on or before the effective date
of this Permit or at another date as agreed to in writing by the HLB. Insurance shall cover the
entire Permit Term. Permittee shall deliver to the HLB photocopies of the policy or policies of
insurance, certificates of insurance, or copies of endorsements upon request by the HLB. The
policy or policies purchased pursuant to this paragraph shall name HLB and Permittee as co-
insureds with respect to the Permit Area and the use or business operated by Permittee on the
Permit Area.

A. The Permittee shall maintain in good standing the insurance described in
subsection B of this section. Before rendering any activities under the Permit, the
Permittee shall furnish the HLB with proof of insurance in accordance with
subsection B in a form acceptable to the MOA Risk Manager.

B. The Permittee shall provide the following insurance:
   1. Workers' compensation and employer's liability coverage in the amount of
      $500,000 as required by Alaska law. In addition, the Permittee is also
      responsible for complying with the laws of the state where Permittee
      maintains its principal place of business.
   2. Commercial general liability, including contractual and personal injury
      coverages – $1,000,000 per occurrence, $2,000,000 in the aggregate. MOA
      shall be named as additional insured.
   3. Commercial automobile liability per occurrence in the amount of
      $1,000,000, single limit to include: owned, hired, and non-owned.

C. Policies written on a “claims made basis” must have a two (2) year tail of coverage
   from the completion of the contract requirements.

D. Each policy of insurance required by this section shall provide for no less than thirty
   (30) days advance notice to the MOA.

E. The MOA must be listed as an additional insured on all polices except Professional
   Liability and Worker’s Compensation Policies. The actual policy endorsement shall
   accompany each Certificate of Insurance.

F. All policies except Professional Liability and Worker’s Compensation shall contain a
   waiver of subrogation against the MOA. This policy endorsement should
   accompany each Certificate of Insurance.

G. Any self-insured retentions must be declared to and approved by the MOA.
10. **Performance Bond.** The Permittee shall provide and maintain in effect throughout the term of this Permit a performance bond in such form and in such amount as required by the HLB. The Bond amount shall be **$0.00** and it shall secure Permittee’s performance of any and all of its duties, obligations, and activities under this Permit. The HLB may adjust the bond amount, if applicable, effective on any one year ‘anniversary date’ following the beginning date of this Permit.

11. **Compliance.** Permittee shall, at its own expense, and with all due diligence, comply with all of the provisions of local, state, and federal law which are now in effect or may later be adopted by any governmental authority applicable to the Permit Area and Permittee’s use thereof.

12. **Taxes.** During the term of this Permit, Permittee shall be responsible for and shall timely pay all personal property taxes for Permittee’s personal property at the Premises. In addition, in the event that taxes are at any time imposed on Permit fee payments, Permittee shall be responsible for timely payment of such. Permittee shall be responsible for all real property and improvement taxes, assessments and charges imposed that are associated with the use of public property by private parties.

Permittee shall have the right to protest an assessment of taxes or other assessments or charges provided, prior to such protest, Permittee shall deposit with HLB any sum in dispute, to insure payment in the event such contest is not successful.

13. **Assignment.** This Permit is personal to Permittee and may not be assigned or transferred in any manner, including by operation of law, without prior written consent of the HLB. Any attempt to assign or transfer this Permit shall cause an immediate termination of this Permit.

14. **Notices.**

A. All notices required or permitted in this Permit shall be deemed to have been fully given or made or sent in writing and deposited in the United States mail, registered or certified mail, and postage prepaid. All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy or other electronic means of communication as follows:

To HLB: ATTN: Heritage Land Bank  
Municipality of Anchorage  
P.O. Box 196650  
Anchorage, AK 99519-6650  
wwwhlb@muni.org

To Permittee: ATTN: Kyle Kelley, Girdwood Service Area Manager  
Girdwood Board of Supervisors  
P.O. Box 390  
Girdwood, AK 99587
B. The address for notice for either party may be changed by written notice given by that party to the other party as above provided.

15. **Environmental Considerations.** Permittee must, at its own expense, comply with all laws, ordinances, regulations and administrative agency or court orders relating to health, safety, noise, environmental protection, waste disposal, hazardous or toxic materials, and water and air quality. In the event any discharge, leakage, spillage, emission or pollution of any type occurs upon or from the Permit Area during the Permit Term or any holdover thereafter, Permittee shall immediately notify HLB and shall, at Permittee's own expense, clean and restore the Permit Area to the satisfaction of HLB and any governmental body or court having jurisdiction of the matter.

A. **Condition of the Property.** Based on HLB’s use, on-site inspection, and knowledge of an information acquired about the Permit Area, and upon reasonably diligent inquiry, HLB has no knowledge, evidence or information of the possible existence of toxic or hazardous substances, as defined below, on the Permit Area property or in the Permit Area surface or subsurface soils or groundwater and that no toxic or hazardous substances are known to HLB to now exist on, in or under the Permit Area property.

B. **Environmental Indemnity.** Permittee agrees to indemnify, hold harmless and defend HLB against all liability, cost and expense (including, without limitation, any fines, penalties, diminution in value of the Permit Area, assessment and clean-up costs, judgments, litigation costs and attorneys' fees) incurred by or levied against HLB as a result of Permittee's breach of this paragraph or as a result of any discharge, leakage, spillage, emission or pollution on or discharged from the Permit Area, without regard to whether such liability, cost or expense arises during or after the Permit Term; provided, however, that Permittee shall not be required to indemnify HLB under this paragraph if the parties agree or a court of competent jurisdiction determines that such liability, cost or expense is caused directly and solely by the negligence of HLB, the MOA, or a third party actor who is not an agent, employee, successor, or independent contractor associated with Permittee. The foregoing indemnity shall survive the expiration or earlier termination of this Permit.

C. **Toxic or Hazardous Substances.** For purposes of this Permit, shall be interpreted broadly to include, but not be limited to, any material or substance that is defined or classified under federal, state or local laws as:

1. A “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601(14) or Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321, each as now or hereafter amended;
2. A “hazardous waste” pursuant to Section 1004 or Section 3001 of the resource Conservation and Recovery Act, 42 U.S.C. § 6903, 42 U.S.C. § 6921, as now or hereafter amended;
3. A toxic pollutant under Section 307(1)(a) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(1)(a);
4. A “hazardous air pollutant” under Section 112 of the Clean Air Act, 42 U.S.C. § 7412, as now or hereafter amended;
5. A “hazardous material” under the Hazardous Material Transportation Act, 49 U.S.C. §1802(2), as now or hereafter under the aforementioned laws; or
6. Presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinance, or regulations, as now or as may be passed or promulgated in the future. “Toxic or Hazardous Substances” shall also mean any substance that after release into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or indirectly by ingestion, inhalation or assimilation, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities. “Toxic or Hazardous Substances” specifically includes, but is not limited to, asbestos, polychlorinated biphenyls (PCBs), petroleum based products and derivatives, flammable explosives, radioactive materials and urea formaldehyde.

D. Environmental Testing. Permittee agrees that it shall be solely responsible for all costs and expenses associated with the performance of environmental testing of the Permit Area, which may be required at the HLB’s sole discretion, upon the expiration or other termination of this Permit. Such environmental testing, conducted by a recognized engineering or environmental consulting firm acceptable to the HLB, shall be the basis for determining the extent of any environmental impairment caused by the Permittee’s use and occupancy of the Permit Area.

16. Default and Remedies. The occurrence of any one or more of the following events shall constitute a material default by Permittee:

A. The failure to make any payments required to be made by Permittee herein, as and when due.

B. The failure to observe or perform any of the covenants, conditions or provisions of this Permit, including the following:

1. Any general arrangement or general assignment by Permittee for the benefit of creditors;
2. Permittee becomes a debtor in bankruptcy;
3. Appointment of a trustee or receiver to take possession of substantially all of Permittee’s assets;
4. Attachment, execution or other judicial seizure of substantially all of Permittee’s assets;
5. Providing HLB any financial statement including a materially false financial statement from any assignee of Permittee, any successor in interest of the
Permittee or any guarantor of Permittee’s obligation herein, was materially false at the time given;

6. Vacation or abandonment of the Permit Area by the Permittee;
7. Failure to maintain the required insurance coverage;
8. Assignment, attempted assignment, or other transfer of this Permit without written consent from HLB;
9. Waste or damage to the Permit Area, including any storage, use, discharge, leak, spill, emission or pollution of, on, or in the Permit Area of hazardous material or petroleum products.

C. In the event of any material default by the Permittee, the HLB may at any time thereafter, without notice or demand and without limiting HLB in the exercise of any right or remedy which the HLB may have by reason of such default:

1. Terminate Permittee’s rights under this Permit and pursue any remedies now or hereafter available to the HLB under this Permit in the Anchorage Municipal Code and Regulations, the laws or judicial decisions of the State of Alaska, or laws or judicial decisions of the United States; and
2. Maintain the Permittee’s obligations under this Permit. In such event the HLB shall be entitled to enforce all of HLB’s rights and remedies under this Permit, including the right to recover the payments due hereunder. The HLB may also pursue any other remedy now or hereafter available to HLB.

D. Any payment due from the Permittee not received by HLB when such amount shall be due.

17. **No Warranties.** The HLB gives no warranty, expressed or implied, that the permit area is safe, healthful or suitable for the purpose for which it is to be used under this permit. The absence of identification markers does not constitute a warranty by the HLB of no subsurface installations in the permit area.

18. **Counterparts and Signatures by Email.** This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall be deemed a single document. Signatures on this Agreement forwarded by email are intended to be the equivalent of original signatures, with the original executed Agreement thereafter to be provided promptly to the other party.

19. **Miscellaneous.**

A. The captions of paragraphs in this Permit are for convenience of reference only and shall not be used in the construction of any term hereof.

B. The terms of this Permit shall inure to the benefit of any successor or assign of the HLB.
C. This Permit represents the entire agreement of the parties with respect to the subject matter hereof, and it may not be modified except by an agreement in writing signed by both parties.

D. Time is of the essence with respect to any obligations to be performed under this Permit.

E. This agreement shall be interpreted under the laws of the State of Alaska. Venue is in the Third Judicial District at Anchorage.

F. Any clause herein found to be void or otherwise unenforceable may be severed, with the remainder of the Permit fully enforceable.

20. **Reports.** Copies of all pertinent documents generated as a result of use of the property shall be provided to the HLB at no cost. Delivery of the documents shall be within two (2) weeks of completion of the activity.

MUNICIPALITY OF ANCHORAGE

Heritage Land Bank Division

Date: _________________________  By: __________________________

Robin E. Ward
Executive Director

GIRDWOOD BOARD OF SUPERVISORS

Date: _________________________

By: __________________________
Jerry Fox
GBOS Co-Chair

Address: P.O. Box 390, Girdwood, AK 99587
Phone #: (907) 343-8374
E-mail: gbos@muni.org
Attachment A
Vicinity Map
HLB Parcel 6-022

HLB Parcel 6-022

Alyeska Highway
Girdwood Place
Egooff Drive
Lindolfa Avenue
Highway 1 Road
Helmholtz Place
Alyeska Highway
Chew Creek Road

Area Shown

Girdwood
Seward Highway

Girdwood
Board of Supervisors
Heritage Land Bank
Land Use Permit 2014-13
Girdwood Town Square
Park and Ride Facility