

DRAFT MASTER PLAN



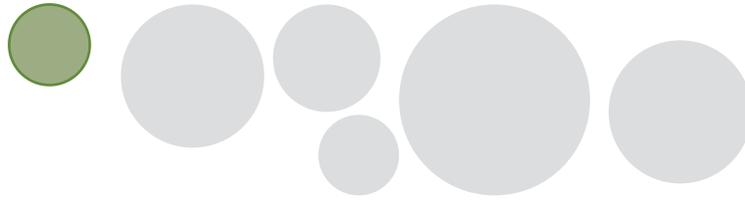
APRIL 2017

DRAFT

A VIBRANT COMMUNITY-DRIVEN GATHERING PLACE FOR ALL

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EXECUTIVE SUMMARY

The purpose of this section is to provide a high-level of the purpose, need and process to date for the Government Hill Commons Master Plan.

The master planning process for the Government Hill Commons has been undertaken with the guidance of the Government Hill Community Council (GHCC) and the non-profit public corporation Government Hill Commons, Inc (GHC). Over the years, revitalization of the Government Hill business district and the neighborhoods public center has been a priority as expressed in the 2012 Assembly approved Neighborhood Plan. In it's heyday in the 1940's and 50's the Government Hill business district featured a grocery store, barber shop, post office, bank, and restaurant - it was the focus of public life in the neighborhood. It was also the very first strip mall in North America. Its business leaders were active in the community and among other contributions they sponsored a beloved annual carnival on the Hill. As the rest of Anchorage grew in the 70's and 80's the centers of commerce and transportation changed and Government Hill was left behind. Its business district became neglected and obsolete. Eventually, all that remained were empty store fronts, a few barely surviving shops, and a collection of drive-in churches that were vacant except for Sundays. There was no reason to stop here anymore.

But things are changing. There is renewed interest in Anchorage in compact neighborhoods that include shops, casual dining, and entertainment within walking distance of homes. Community food production has been rediscovered and is seen not only as a way to build healthy bodies but strong neighborhoods as well. Several hundred new residents and a new younger demographic has been brought to the neighborhood with the new Northpointe development. And so, with a growing fondness for preserving at least some of the patterns of the past, the old center of Government Hill and its business district is on the verge of rediscovery and a new life.

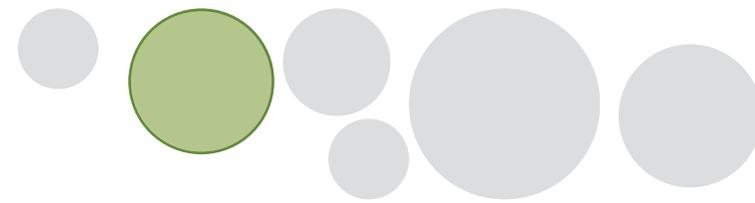
The Government Hill Commons and Community Orchard will offer many new reasons to stop by. It will provide a distinctive new center for public life at the entrance to the community and anchor for the neighborhood business district. But more importantly, it will revitalize the very heart of Government Hill by becoming a gathering place for the neighborhood where all are welcome. This Master Plan will help make that happen.

How to Use This Document

This document describes the history and existing conditions of the land along Erickson Street and Loop Road, the site of the Commons. It also provides a vision of how the site will look and interact with the fabric of the neighborhood over the next 3 to 5 years. The expected requirements for city provided maintenance and support are also described.

This document reflects the GHCC approved vision of the Commons that the GHC has been empowered to realize. This means that actions approved by this master plan may go forward with minimal additional GHCC process. Any significant items of scope not covered by this document shall be addressed by the GHCC before action is taken.





INTRODUCTION



The purpose of this section is to provide focused summaries of the most relevant past and existing information for the site and to explain the purpose and goals for this planning effort. The intent is to spotlight the unique characteristics of the area and to establish the needs and opportunities that will support and guide planning decisions.

Government Hill is the oldest neighborhood in Anchorage. In its earliest days, the neighborhood was home base for people moving to Alaska to work for the Alaska Railroad. The name "Government Hill" is derived from the fact that a number of Panama Canal workers moved up to Alaska to work on the railroad and the plateau above the rail yards reminded them of a similar site in Canal Zone called Government Hill. Later, residents found work in the nearby military bases that were expanding to meet the challenges of WWII. Due to an acute housing shortage, many residents lived in Quonset Huts, half-moon shaped war surplus structures, a few of which still exist in the neighborhood today.

As Anchorage and Alaska grew Government Hill accommodated changing populations, major environmental and economic events, and numerous war efforts both hot and cold. Thus, in just over 100 years, heavy industry, marine, and military development has completely encroached on all sides of the neighborhood. However, at an elevation of 100 feet above the fray and surrounded by a wooded bluff, Government Hill has retained the small town feel of Alaska's early beginnings and its unique heritage as Anchorage's oldest neighborhood.

Project Context



History, Prior Use, Prior Planning

The recent history for a large portion of the site was the location for the Sourdough Lodge, constructed in the early 1960s. The lodge was demolished in 20XX. Prior to its demolition, the Sourdough Lodge was run down, and beyond its design life for any economical or useful upgrade, re-use or revitalization.

At the northeast corner of the site, there is a small commercial space that most recently served as a piano store with previous usage including a coffee shop, an ice cream parlor, a hobby shop among other uses for over 60 years.

Behind the commercial space is a site where there was a single family home (demolished), and a site with an existing quonset hut (previously a 1 bedroom rental.

RECENT DEVELOPMENT HISTORY OF SITE

The site was condemned for the construction of a bridge that would connect Anchorage to the other side of Cook Inlet. KABATA (Knik Arm Bridge and Toll Authority) was an entity created to spearhead this development in association with the Alaska Department of Transportation and Public Facilities (ADOT&PF). The bridge has strong opposition within the neighborhood and the city, with a significant concern being that it would have forever altered the Government Hill neighborhood. The project was eventually determined to be unfeasible and was shelved. The land exists mostly cleared of it's previous uses, a reminder of this land use fight and an unappealing gateway within the community.

GUIDING DOCUMENTATION

The recent Government Hill Neighborhood Plan (2013) is an excellent document with additional information on the neighborhood, and the community-vision for it's future development.

ANCHORAGE 2020

XXX

ADD: OTHER PLANNING DOCUMENTS



Sourdough Lodge (demolished) from south



Sourdough Lodge (demolished) from west



North of Sourdough Lodge



Storefront (existing) (previous Piano Store)



Quonset Hut (existing) with house behind (demolished)

Mission, Vision, Goals, and Objectives

ORGANIZATIONAL MISSION:

Government Hill Commons is a community organization that works to cultivate, nurture, and enhance public spaces in our neighborhood.

SITE VISION:

The Government Hill Commons will be a vibrant community-driven gathering places where everyone is welcome and engaged.

IMAGINED HISTORY OF THE SITE

Every successful garden has a good back story that helps explain it. While the site for the Commons had a rather uninspiring background until KABATA, the following “thought exercise” resonated the best with the neighborhood as a starting point to imagine it’s future:

“It’s 1950, a couple moves to Government Hill to start a family. They don’t have a lot of money so, typical of the times, they acquire a military surplus Quonset Hut and an acre of level land that’s perfect for crops and fruit trees. They love to grow food and plant lots of easy to tend rhubarb, raspberries, blueberries, apples, and many types of seasonal vegetables to feed their growing family as well as hearty ornamentals like lilac and wild rose. They eagerly experiment with different things to grow, different methods of growing, and different ways of putting up food. There is always more than they can use so in the pioneering spirit of early Anchorage, the bounty is shared with neighbors. Because they have a lot of kids their little sub-arctic homestead becomes a gathering place for children to play and graze on what’s in season. It also becomes a neighborhood focal point in spring and fall to celebrate friendship and the seasons. Seventy years later...”

PROJECT DESCRIPTION

The project will develop a neighborhood commons featuring a community garden and orchard, learning opportunities, art, and much more. The space will be a community focal point and a gateway to the neighborhood at the entrance to Government Hill. Design criteria is for a mix of different uses year-round. The Commons central location and its uses will link the east and west sides of Government hill more closely together and create new friendships around common interests.

The project is consistent with the Government Hill Neighborhood Plan and the Historic Preservation Plan for Anchorage's Four Original Neighborhoods. The site occupies the future roof area of the cut-and-cover tunnel proposed for the KABATA Knik Arm Crossing Bridge. The KABATA project is currently in suspension and the land has been turned over to DOT right-of-way. The neighborhood and the Municipality of Anchorage are working closely with DOT on a long-term lease for land and two remaining structures (Quonset Hut and old Store Front).

The GH Commons garden and orchard will emphasize sustainable organic growing methods and will feature vegetables and fruit that thrive in Anchorage's sub-arctic environment (root vegetables, hardy greens, raspberries, rhubarb, currants, apples, cherries, etc.). In addition, local ornamental scrubs will be planted including lilac, wild rose, etc. Many of these will come from existing neighborhood stock or vegetation rescue from redevelopment sites in Anchorage. A compost area will be included.

A historic Quonset Hut on site will be repurposed into a cider house, workshop and storage shed. The Quonset is a unique design variant associated with the Aleutian Campaign, most likely transported to the neighborhood from the Whittier military complex after the war in response to the local housing shortage. It is one of the last of these iconic structures remaining on Government Hill.

The community gardens and orchard will be a destination park for the residents, especially the children of the neighborhood. Sections of the site will be planted as 'fruiting forests' and 'berry patches' to encourage health snacking by all and an awareness of how native foods becomes available as the seasons change. Benches, picnic tables, gathering spots, and areas for play will be available. A moose fence encircling the garden and orchard will feature several decorative entrance gates with bike racks.

Art will be incorporated throughout the gardens. Almost 400 linear feet of continuous blank building wall to the east will become an urban mural. A sculpture garden will be developed. The Alaska Railroad has offered railroad ties for landscaping as well as some historic surplus equipment that could be transformed into art pieces.

Education will play a key important role in how the gardens are used and appreciated by the neighborhood. Initial contact with organizations like the Alaska Pioneers Fruit Growers Association and Agricultural Extension Services indicates an interest in collaboration. Additionally, the Government Hill Elementary School and PTA have expressed interest in seasonal tours and workshops for their 472 students. An example lesson plan has been developed. Though the School-on-Trails initiative sponsored by the Anchorage Parks foundation a map of the neighborhood trails connecting the school and Commons (in both English and Spanish honoring the schools bilingual mission) has been developed and distributed.

PROJECT GOALS AND OBJECTIVES

GOAL: SHARING KNOWLEDGE

OBJECTIVES:

Provide educational opportunities to garden and orchard users including, but not limited to:

- Government Hill Elementary School Students
- Neighborhood and Anchorage visitors interested in agriculture, the arts, or any other programming that community users want to lead
- Use as a facility for hands-on learning. For example the site and structures can be offered to the Alaska Pioneers Fruit Growers Association for their annual public grafting workshop.
- History will be shared through infrastructure, signage, and programming
- Historic Quonset Hut will be restored/repurposed as a cider house, workshop, neighborhood gardening library, and learning lab.

GOAL: ART

OBJECTIVE:

- Infuse art throughout the site, creating a seamless transition between agriculture and aesthetics. Examples include;
- 400 linear feet of blank concrete block building wall bordering the east side of the commons transformed into an urban mural
- Art gates to provide entrance along the 8-foot-high moose fence
- Free standing sculptures assembled from old railroad equipment donated by ARRC or cold war military hardware donated by JBER
- All benches, railings, bike racks, and other amenities afford an opportunity to use art to create a distinctive place
- Welcome plaza at the entrance to the Common is a perfect location for a significant sculpture or vertical installation

GOAL: URBAN AGRICULTURE

OBJECTIVES:

- The site will be used by individuals and community groups to grow edibles
- Experiments establishing hardiness can be done by users, promoting new plant species for the area. There is a high degree of interest among the local fruit growers to expand the knowledge of apple, pear, cherry varieties that will grow in Anchorage (and plums, apricots, and peaches!). The orchard and tree nursery will provide an ideal test bed for community experimenting and sharing.
- The site will be a demonstration of grassroot, community-driven urban agricultural parks

GOAL: RECREATION

OBJECTIVES:

- The park will be a place for neighbors to come come enjoy passive or active recreation. Special recreation events will pull Anchorage residents into the space. A children's garden will be featured to allow even the youngest neighbors to enjoy their commons and engage in cooperative play.

GOAL: COMMUNITY HUB

OBJECTIVES:

- This space will serve the Government Hill neighborhood as a gathering space and will also be a draw to Anchorage residents outside of this neighborhood. Language here to tie in activities with the business district.

THE ORGANIZATION

A non-profit organization (Government Hill Commons, Inc.) has been established to build and run the project. The Commons has a seven-member Board of Directors who hold regular open and inclusive public Board meetings. The board of directors as of April 2017 is composed of:

GH Commons, Inc.	Board Title	Board Seat
Stephanie Kesler	President	Government Hill Community Council (Past-President)
Steve Gerlek	Vice President	Government Hill Resident (West Side)
Carl Fleming	Treasurer	Government Hill Resident (East Side)
Star Laughton	Secretary	Government Hill School/PTA Representative
Donna Schopp	Director	Government Hill Corporate Representative (ATT)
Melinda Gant	Director	Government Hill Community Council (resident)
Elizabeth Manning	Director	At-Large Member

The Commons has a dedicated Social Media/PR committee composed of Board members who are active on Facebook and NextDoor, maintain a 100+ email distribution list for mass personal communication, are developing a dedicated web presence for the public to interact with events on the Commons, and other activities. They have developed working relationships with traditional media (Alaska Dispatch, local TV stations, Edible Alaska) and several stories have been reported or planned. The Commons has also been featured in ATT’s internal employee newsletter. We are working with ATT on a web cam and internet weather station that will be linked to the Commons Facebook and web pages.

NONDISCRIMINATION POLICY:

Government Hill Commons, Inc. does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military or veteran’s status, in any of its activities or operations. These activities include, but are not limited to, hiring, and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, subcontractors, vendors, and clients.

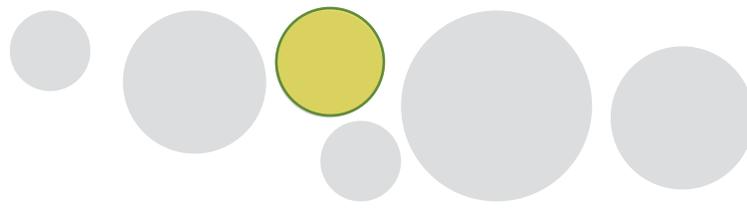
Board Approval November 18, 2016

SUPPORT

The project has a high level of community support. Beyond residents of Government Hill, the following entities have provided support to the effort:

- AK DOT
- Alaska Railroad
- ATT
- Corvus Design
- Double Shovel Cidery
- Enstar
- Friends of Alaska Pioneer Fruit Growers
- Government Hill Community Council
- Government Hill Elementary School/PTA
- Lowes
- Municipality of Anchorage





EXISTING CONDITIONS



This section provides information on the known existing conditions of the site.

SITE

XXX

STRUCTURES

XXX



- Quonset hut
- Duplex (East Manor Ave)
- Open Area
- House
- Storefront
- Open Area

Existing Site & Buildings



View to west across Erickson St. (Duplex on Manor Avenue at right of photo)



View to east from across Erickson St. at Manor/Bluff (quonset hut, house and storefront shown)



View from within site to southeast corner of site (storefront building at left of photo)



View to north along east property side (storefront and house behind visible)



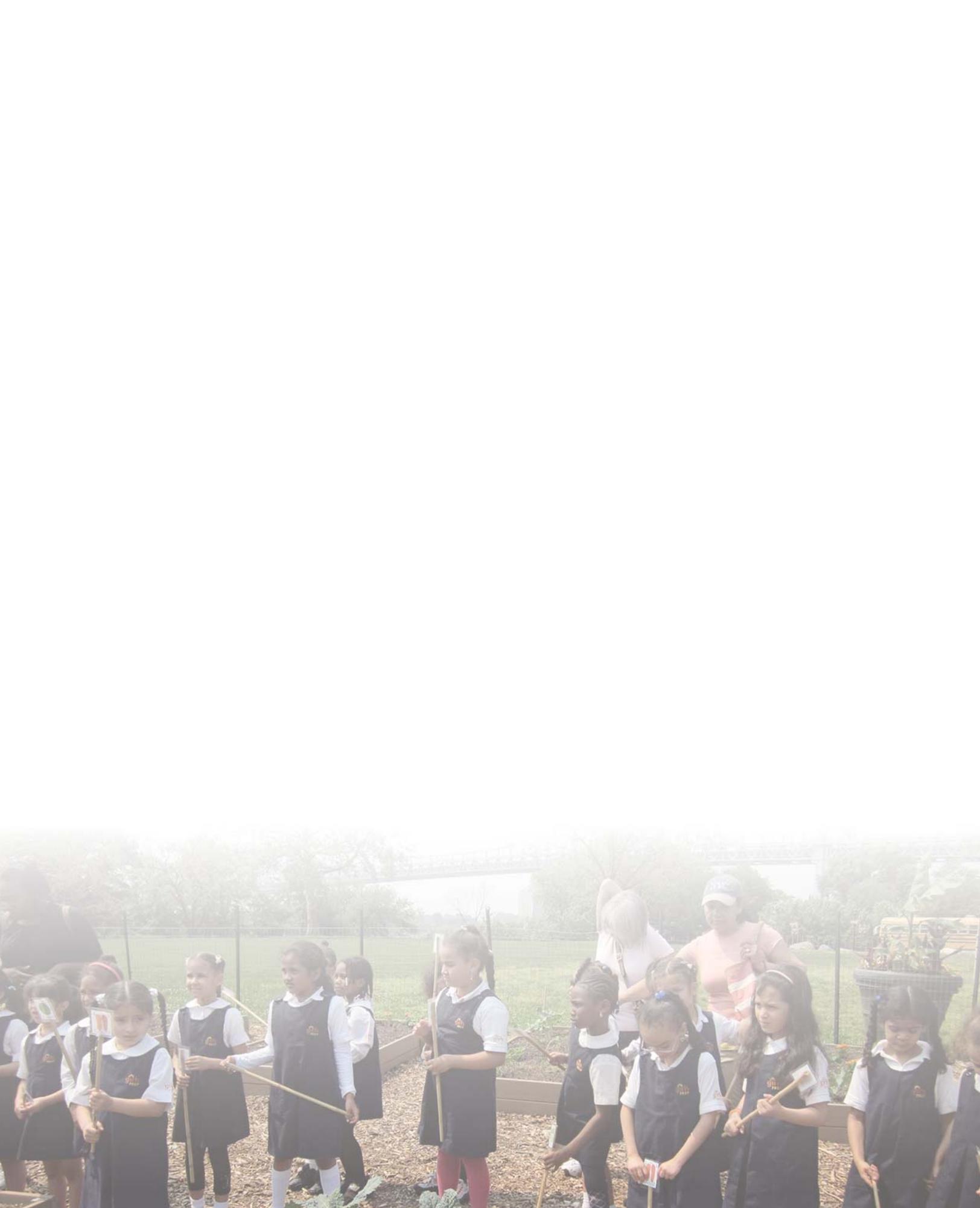
View to north along east property side between house and adjacent property building wall)

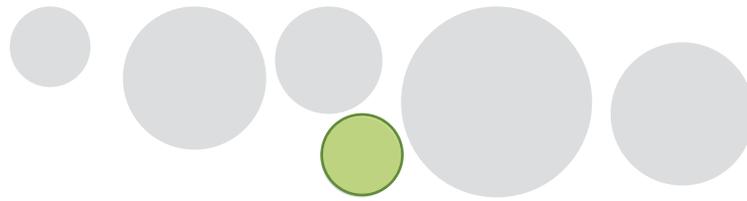


View to north from within site (quonset hut)



View to east from within site (house and storefront)





OUTREACH & PLANNING



The purpose of this section is to document the public engagement history of the project. This engagement is where the project started, and goes beyond the typical reason for public engagement to inform, gather information and build support; community engagement IS the reason for the project.

INTRODUCTION

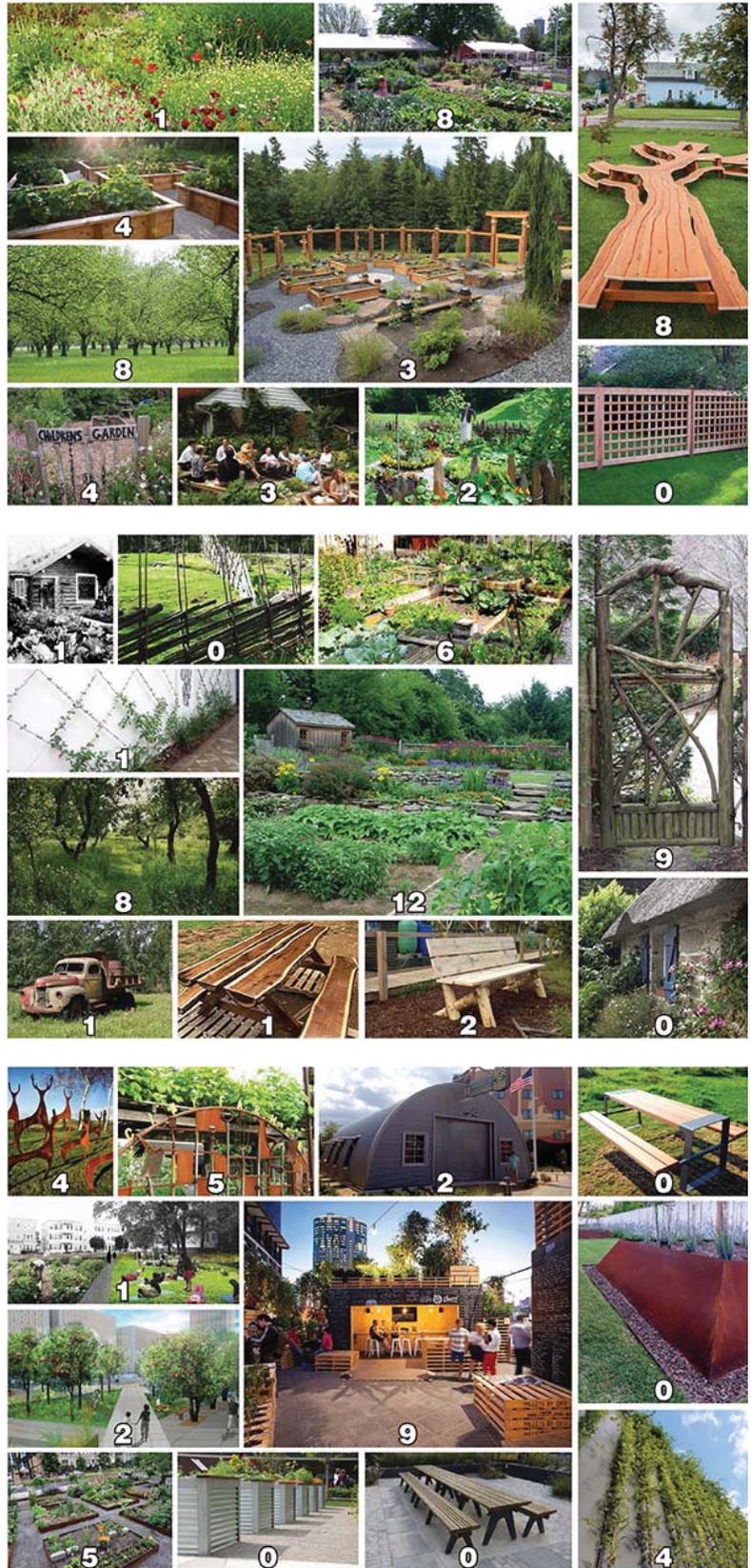
This project is a grass roots effort founded completely within community desire and action. The project has been the focus of many Government Hill Community Council meetings, been the focus of concentrated effort by a core group of volunteers, and been a general topic of community discussion and development.

Part-way through this community led effort, Corvus Design began to provide pro-bono efforts to assist the community. This initially began with documenting ideas and beginning the development of a site plan. The following page shows the beginning of this with an aerial photo of existing conditions, and an overlay of the programming that the community was initially discussing.



AESTHETICS AND ACTIVITY EXERCISE

Then the community was given red dots, and asked to put one on the bottom of the three photos that BEST represent what this space should look like or what should be in it. This was a way to further understand facilities and aesthetics. The images below include tallies for the total dots received for each photo.



ACTIVITY EXERCISE

Then the community was given blue dots, and asked to put one on the bottom of the three **activities** that BEST represent what this space should look like or what should be in it. The images below include tallies for the total dots received for each photo.



SCHOOL OUTREACH

As another outreach opportunity, Corvus Design attended an Outdoor Learning Day event at Government Hill Elementary School on May 11, 2016 (confirm date). At this event, the Commons was discussed briefly with the children, with a focus on the community garden aspects. The students were then run through an exercise where they could plan and lay out their own garden plot. There were provided with basic instructions, and a sheet with an empty garden plot and a sheet with vegetables they could cut out and place on their plot. The vegetable symbols were designed to be relative to the general size that plantings should be provided with to be effective.



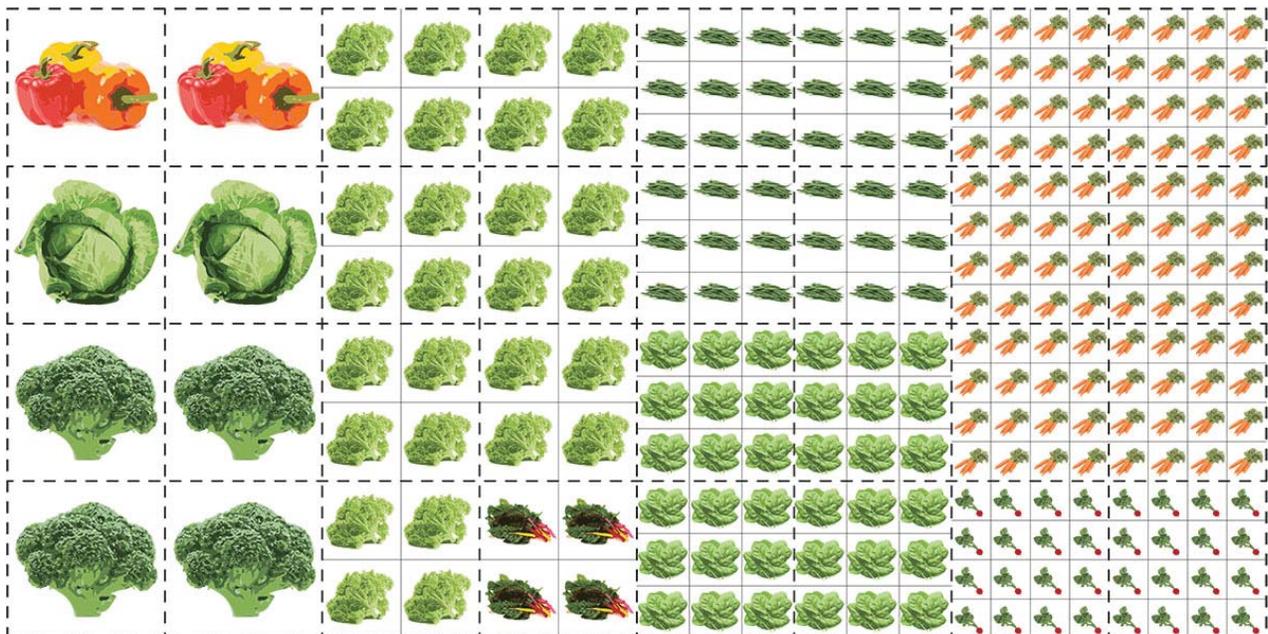


Plant Your Garden!

1. Choose your favorite vegetables from the gridded sheet provided.
2. Cut them out and use the spacing information on the back to layout your raised garden bed.
3. Paste them in the soil.



How should you layout your plants if the sun usually shines from the south?
 Can you think of other vegetables that might grow well in Alaska?







SITE MASTER PLAN

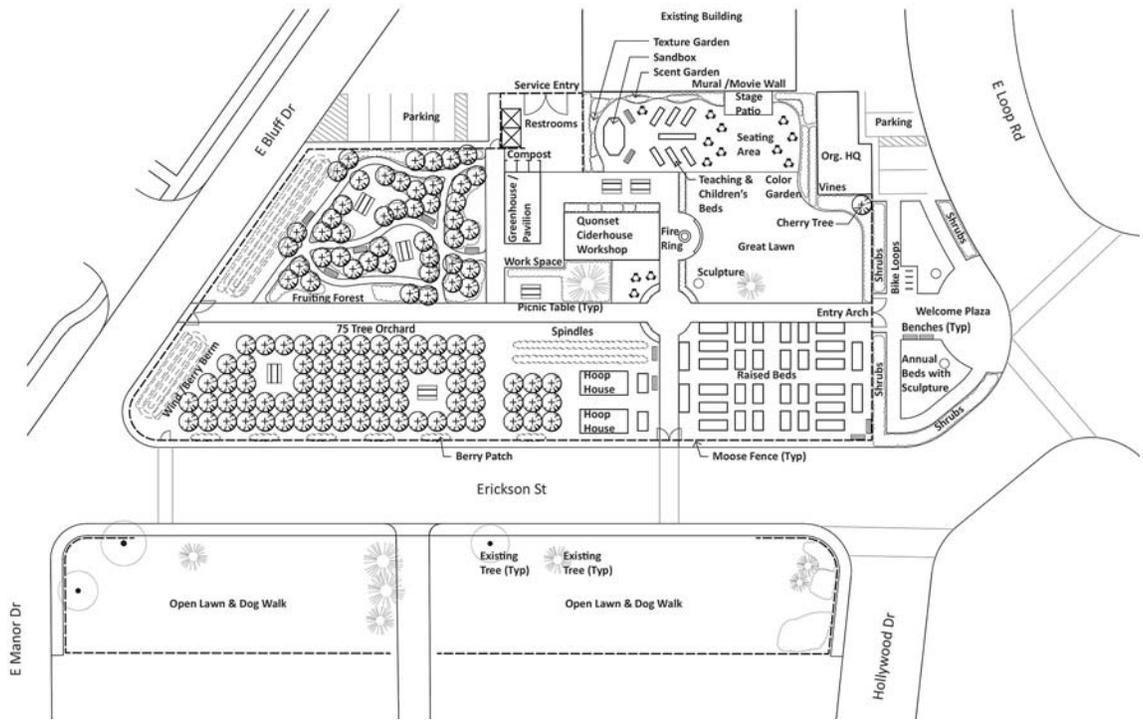


The purpose of this section is to provide a development plan for the site.

Introduction

XXXXXX

Master Plan

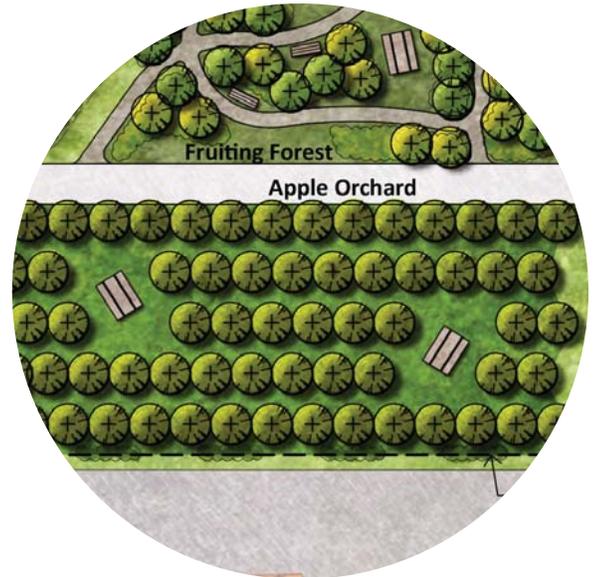


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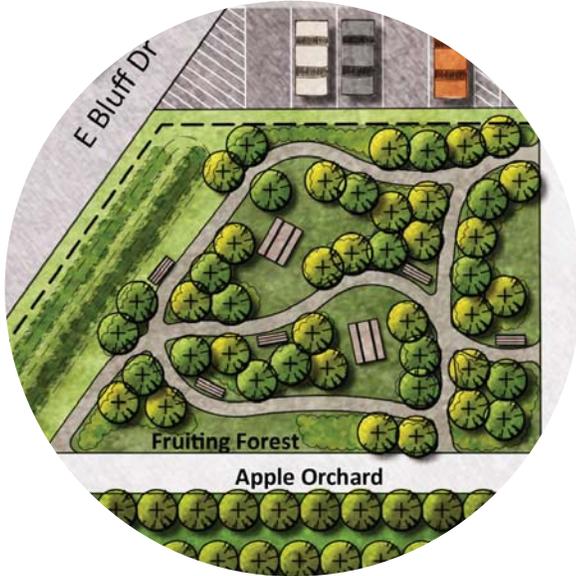
APPLE ORCHARD

The orchard would be used to try new fruit root stocks and varieties., Harvests will be used for local production by the new cidery, Double Shovel, and provide harvest opportunities for neighbors. Seating will be available within the orchard for children’s story times, picnics, or other gatherings. Like the raised beds, mature fruit trees will be rented out to individuals and families for a growing season. They will receive instruction on pruning, grafting, and maintaining their tree and at harvest time they will share a portion of the fruit with the collective. The orchard will also be a special place for in-place learning by the students from the Spanish Immersion Government Hill Elementary School.



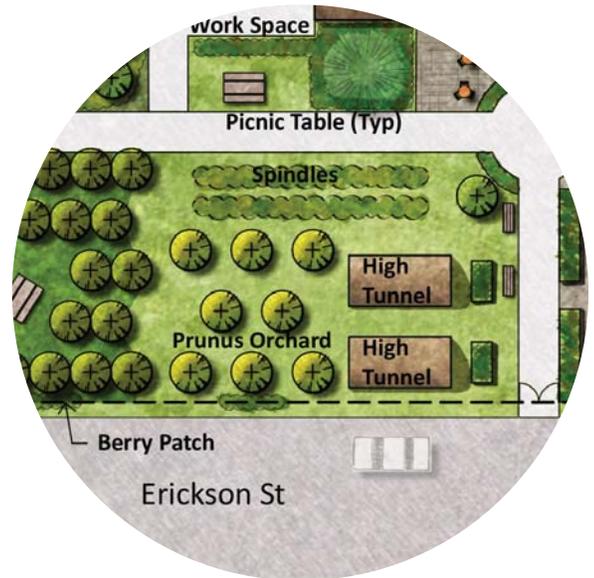
FRUITING FOREST

The Fruiting Forest will be a non-traditional agricultural style which mimics natural layers found in forests. The groundcover, shrub, and tree layers will all work together to produce edibles. Several other places throughout the country have these types of gardens available for public use, but this will be the first in Anchorage.



HIGH TUNNELS

High tunnels will demonstrate how to extend the season in our northern climate. More sensitive species can be grown in the tunnels and classes can be held within them during inclement weather. The half dome shape of the high tunnels mimic the geometry of the Quonset hut and will create a appealing aesthetic.



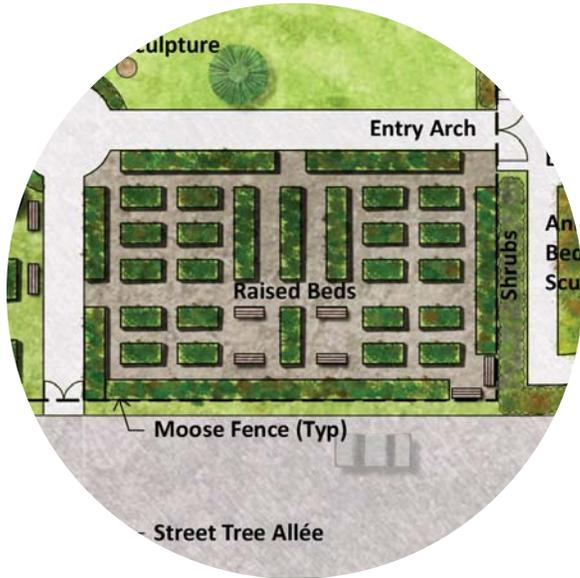
WELCOME PLAZA

The Welcome plaza will serve as the transition area from the neighborhood at large to a place of learning, growing, and art. It will gather those who want to enter. Site furnishings will be provided for comfort and the gateway will announce the arrival at this special place. The welcome plaza will also serve as an entrance to the Government Hill Business District, a place for commerce and to gather for food, drink and conversation.



GREAT LAWN

The Great Lawn can be used for formal or informal programming. Movies, concerts, and large dinners can be held in the lawn during special events. Otherwise, kids (or adults) can run and play in the lawn, people can sun themselves, or sort through their harvested goods. Art will be incorporated into the space with a sculpture and color garden and the season can be extended with use of the fire pit. A small performance stage will be tucked into the building corner on the east side of the great lawn.

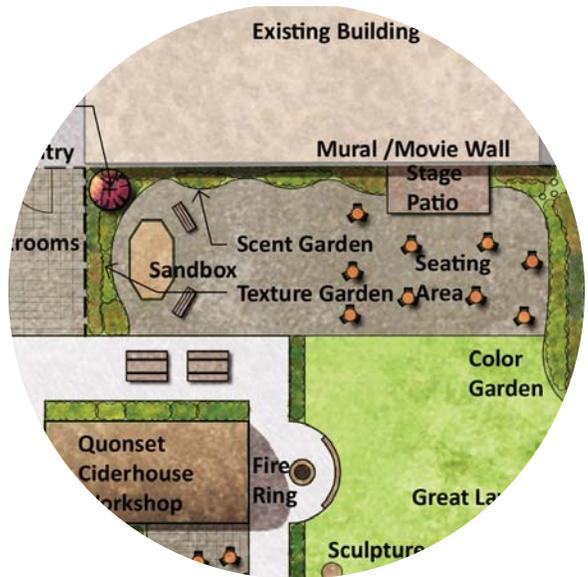
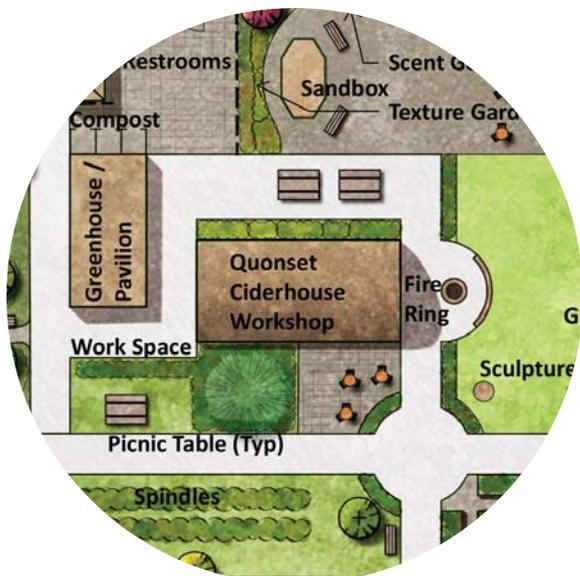


GARDEN PLOTS

Garden plots will be available to local neighbors and to groups for educational or experimental purposes. Water, seating, and tools will be provided for use. Fencing will keep moose out but allow light to come through. Some beds will be reserved each year for art installations.

CHILDREN'S GARDEN

Nature play will be paramount in the children's garden area. Through sensory gardens, kids can explore the color, texture, and scent that plants provide. A sandbox will provide another textured experience for youth and benches will be provided close by for caregivers. The location of the children's garden next to the great lawn provides for running games as well. Outdoor education, cooperative play, natural materials, messy is ok.



CIDER HOUSE

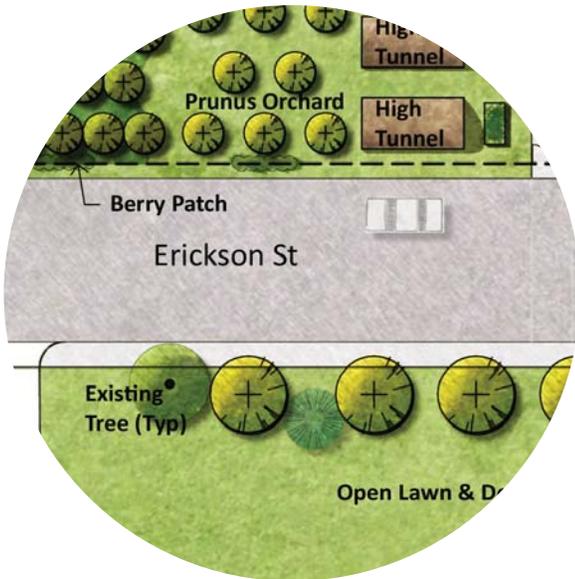
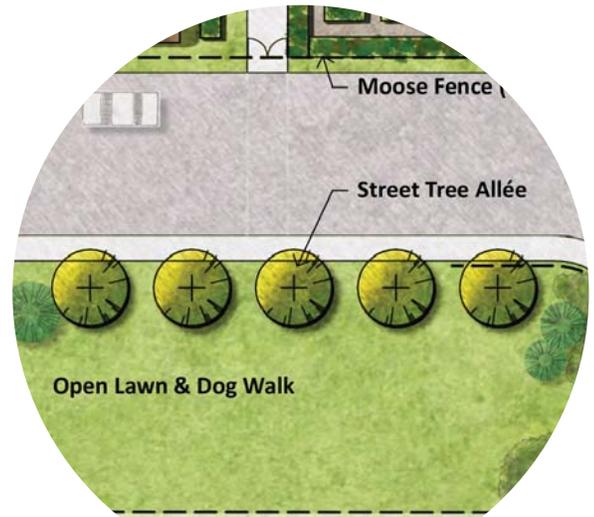
The cider house will provide indoor space during incimate weather, storage for tools, and a demonstration area for pressing apples produced on site. The site can be used year-round with the historical quonset cider house. In addition, the converted Quonset hut will house a workshop and neighborhood gardening library. The cider house will be the administrative center of the Commons.



The Greenhouse is another way to extend the growing season. The compost, which shares a wall with the greenhouse, will be heated by and help heat the greenhouse. The covered space provides another area for education or programming during inclement weather. The greenhouse will also provide space for several fruit tree espaliers and for a few container fruit trees that can be wheeled out in the summer and in in the winter.

OPEN LAWN

Activities to include playing with and walking dogs and lawn sports such as croquet, frisbee, and catch. The north end of the lawn will be kept open to allow views of the Alaska range and Denali.



ERICKSON STREET

Parking and plug-ins will be made available for food trucks during special events.

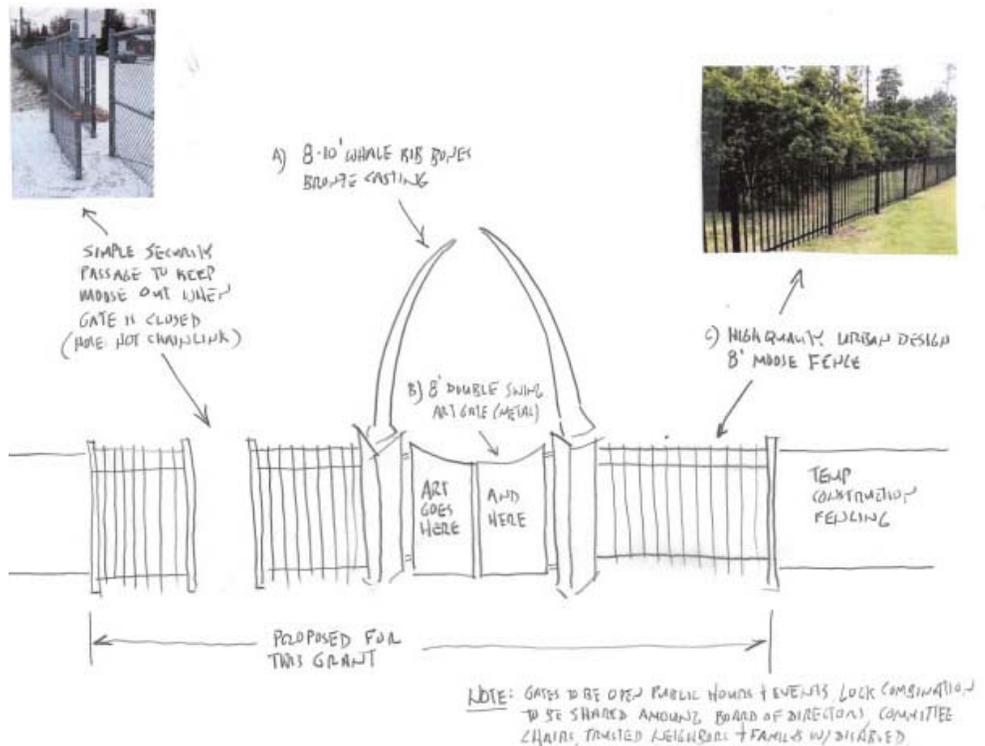
Design Elements & Artwork

ENTRY GATE

The desire is to have a unique entrance gate for the Government Hill Commons. Architects, city planners, and citizens have long known that entryways to public spaces create important first impressions, and can be a significant source of community pride.

Inspiration for an art gate project lies within the community orchard will be the northernmost community apple orchard in North America. Of the 7,500 varieties of apples grown worldwide, there are only several dozen known to thrive in Anchorage with its cold winters and short growing season. However, like much in the far north, this knowledge has been hard-won by a handful of adventurous pioneers over many decades of trial and error. In that same spirit, few symbols of the north evoke the feeling that you are at the edge of the known world and that things are different here than whale bone arches. These structures are found nowhere else than in the north and remind us we live in a hard but wondrous place with creatures big enough to swallow us whole.

Additionally, for the Government Hill commons, the arch is reflective of the shape of the Quonset hut which when combined with a rainbow mural over the children's play area provide a counterpoint to the blocky adjacent buildings



There are three components of the gate:

WHALE BONE ARCH

These will be of metal, cast in bronze to last for generations. However, different metal composition will be experimented with to get the color and patina just right. Government Hill resident and artist John Coyne will create them. John is a full time working artist who is active in the local scene (for example <https://www.facebook.com/events/474571619275072>) and who has won several commissions from Alaska's 1% for Art juried program including metal installations in Barrow and Seward. John works closely with a foundry in Palmer for his metal work. Budget for the whale bone arch (bones approx. 8-10 feet in length each) is \$5000. Educational Note: John and the foundry are very open to visitors and students and there is an opportunity to work with the neighborhood and the school for a site visit to witness the casting metal pour.

METAL ART GATE

A solicitation for proposals, favoring neighborhood artists as possible, will be made by the Board of Directors. The gate would be double swing, with an opening approximately 8 feet width.

STRUCTURAL INTERFACE WITH METAL FENCING

The Commons will be surrounded by a high quality 8-foot metal moose fence. Because of the cost, it will be built in increments over the course of several years. This component of the art gate project provides for the interface between the gateway and first sections of the fence.

Programming

GROUND BREAKING CELEBRATION

Tentatively scheduled for May 2017. This will be a three-day event beginning with k-6 school participation on the last day of classes. Students will participate in traditional May Day cultural activities including a May Pole, singing and dancing, and tree hugs. Spanish food and culture will be featured, in honor of the school's language immersion program.

Actual construction of the Commons will begin the following weekend with volunteer activities including building raised beds, planting the orchard, making art, stabilizing the Quonset hut, and building the small stage and children's play area. The Anchorage performing arts community is working on a possible "Cellos in the Orchard" event to serenade the workers.

COMMUNITY MURAL PAINTING

This will take place through the summer of 2017 organized by the Commons Arts committee. There is 400 linear feet of potential wall space to cover with interesting urban art.

SMALL STAGE PERFORMANCES

Mostly ad-hoc events during the summer of 2016. As the Commons is built out over time and Farmers Markets and First Friday events are held, the stage will host many different venues.

ARRC/CEI SALVAGE ART PROJECT

Both the Alaska Railroad (ARRC) and Central Environmental Inc. (CEI) have offered to open their Ship Creek storage yards to Government Hill artists for 'found art' projects. The ARRC has a large collection of old railroad parts and pieces that could be transformed into interesting urban/industrial constructs. CEI is a demo/salvage operation and they have a similar assortment of rescued building material, equipment, gears, cogs, valves, pipes, and similar.

FEATURES OF THE GOVERNMENT HILL COMMONS

Design Elements	Activities
Formal Orchard, Fruiting Forest	Fruit Tree communal use
Quonset Hut Cider House & Workshop	Raised Bed Rentals
Raised Beds, Berry Patches	Farmers Market
Coffee Shop/Bistro	Small Performances
Free Standing Art, Building Murals	Community Cider Pressing
Surrounding Moose Fence	Elementary School Learning Events
Children's Garden	Neighborhood Celebrations
Welcome Plaza, Entrance Art Gate	x
Great Lawn, Small Stage	x
Irrigation System	x
Compost Area	x
Parking, Porta-Potties	x
Espaliers	x
Grafting Nursery	x
Benches and amenities	





DESIGN & MAINTENANCE GUIDELINES



The purpose of this section is to provide information on how aspects of the Commons will be developed, and discuss maintenance...

COOPERATIVE USE AGREEMENT

The goal for this land is to develop a Cooperative Use Agreement with the Municipality of Anchorage. The Bragaw Community Gardens are acting as an example for this.

[More to be developed](#)

[Information from Bragaw is included in the appendices.](#)

DESIGN

MATERIALS

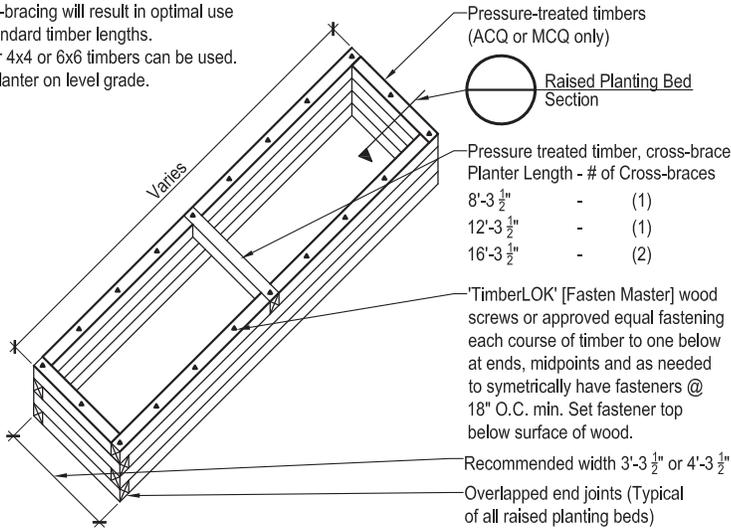
MAINTENANCE

XXXX

Section to be developed...

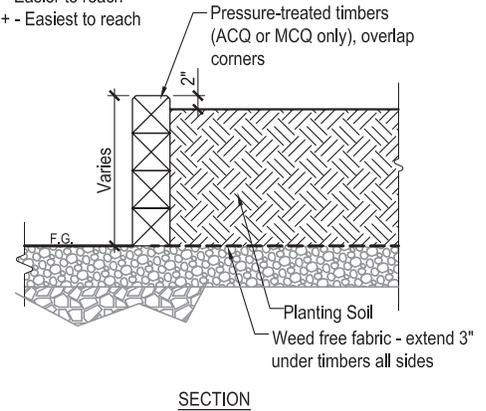
Notes:

1. Planter is sized to minimize wood waste. All components except for cross-bracing will result in optimal use of standard timber lengths.
2. Either 4x4 or 6x6 timbers can be used.
3. Set planter on level grade.



Heights

- 8" - Shallower raised bed crops
- 12" - Most crops
- 18" - Easier to reach
- 24"+ - Easiest to reach



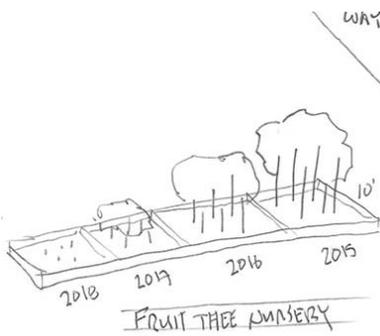
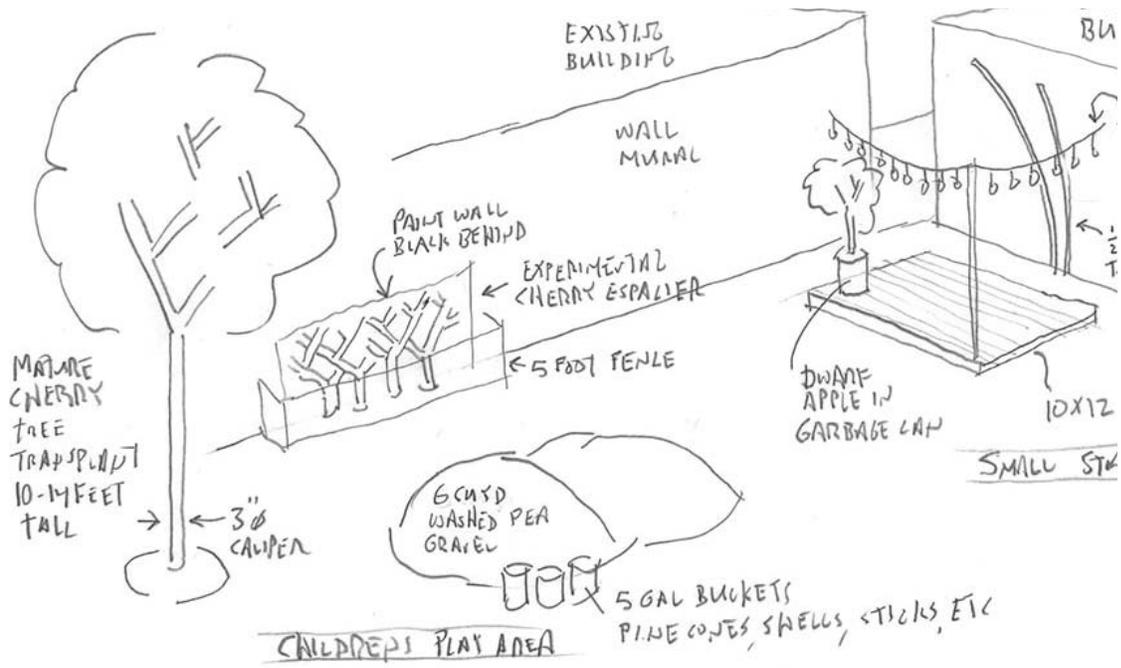
SECTION



Raised Planting Bed

SCALE: 1/4"=1'-0"

dt-wall-garden-axon.dwg



NOTES:

- 1) Four 10'x10' RAISED BED CELLS
- 2) YEARLY ROTATION
 - TRAPSPUNT FOUR YEAR OLD TREES IN COMPASS AND/OR W/ EIGHT BOUNDS
 - PLANT NEW EXPERIMENTAL VARIETIES

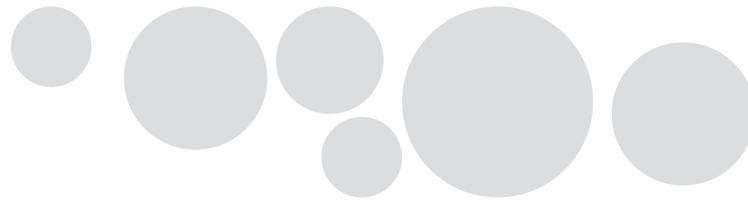


APPLE TREE ESPALLER EXAMPLES

SCORE ITEMS # 15

11-23-16

APPLE ESPALLER
(SEE PHOTO INSERT)



APPENDICES



The purpose of this section is to provide additional relevant documents and content for reference purposes.

A GUIDE TO THE GARDENS AT BRAGAW

January 2016

Anchorage Community Land Trust

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Overview & History

In 2010, at the community's request, the state of Alaska installed four large garden beds as part an important new highway overpass into Mountain View. These garden plots were built upon the former sites of high-density 8 and 10-plex housing, which had been torn down to make way for the Glenn Highway-Bragaw St. interchange project. People were excited to have a space to garden and build community. Unfortunately, budgets, politics, and a disagreement between the city and state conspired to keep the gardens space from opening. What was supposed to be an important new community asset deteriorated into a place of neglect and disuse, affirming many negative opinions about the Mountain View neighborhood.

In 2012, the Anchorage Community Land Trust (ACLT), a non-profit organization focusing on community revitalization in Mountain View, entered negotiations with the Municipality of Anchorage (MOA) to open and operate the community garden located at the Bragaw/Glenn Highway Interchange. Through resolutions passed by the Mountain View, Russian Jack, Airport Heights, and Northeast Community Councils, the community asked that a Memorandum of Agreement be signed between the city and ACLT, in order to have ACLT take on the administration of the gardens. These same community councils signed resolutions urging the state legislature to fund work at the gardens. Thanks to Governor Parnell, the state Legislature's generous funding, , and a matching grant by the Rasmuson Foundation, we were able to make improvements to the site. On June 1st, 2012, ACLT signed an agreement with the Municipality of Anchorage, making the gardens part of a story of transformation and revitalization in Anchorage's lowest-income and most diverse neighborhood.

In 2012, we conducted capital improvements at the garden, including fencing the beds, conducting soil testing and amendments, and putting up signage. Through the work of volunteers who constructed and installed a shed, and a local artist who painted signage, the gardens were transformed into a green space ready to be used by the community.

In the spring of 2013, ACLT recruited local gardeners for the first growing season of the gardens by advertising in the library and other community spaces, going to the Mountain View Community Council, and going door-to-door in the 8-plex apartment complexes surrounding the gardens. We held two registration days, on March 30th and April 6th, where we had more submitted applications than available plots within two hours. During the course of the gardening season, we hosted a seed starting workshop and seed swap, a composting workshop, an opening celebration for the gardens, and an end-of-season potluck, along with several gardeners' meetings.

In 2014, the Gardens at Bragaw opened for its second season, and all 44 plots were rented. In mid-April, we held a seed swap and gardening workshop at the Alaska Museum of Science and Nature. In May, volunteers helped us create wood-chip paths for the Gardens. Throughout the summer, we completed three art projects in partnership with the Alaska Native Cultural Charter School, Clark Middle School, and the Arc of Anchorage.

In 2015, the Gardens at Bragaw completed its third successful season. A registration day was held on March 31st, and once again all 44 plots were rented to nearby residents. ACLT hired a UAA student, Devin Johnson, as our spring gardens intern, and with his help provided more educational events in the spring, including a seed starting workshop at the Alaska Museum of Science and Nature, and transplanting workshops where UAF Cooperative Extension horticulturist Julie Riley worked with gardeners individually to help them plan their plots and transplant their starts outside. In May, Clark Middle School completed a second set of painted wooden figures for the fence of the Gardens, to match the artwork installed in the fall of 2014. Mountain View's legislators, Sen. Johnny Ellis and Rep. Geran

Tarr, secured a legislative citation for the Clark Middle School students involved in the project, and the citation was presented to students at an event in May at the Gardens.

At the end of the 2015 season, ACLT chose not to renew the annual use agreement for the Gardens at Bragaw for 2016, and therefore to transition the Gardens to Municipal management. This will allow ACLT to focus our efforts on constructing new community gardens to meet the high need for gardening space in Anchorage.

Site

The Gardens at Bragaw is located at the intersection of E. 4th Ave. and Bragaw Street. It is in the Russian Jack Community Council district. The Gardens are on city-managed land that is a vacated right-of-way (created when the State of Alaska's Department of Transportation built the Glenn Highway-Bragaw Street interchange). See the use agreement section for more detailed information about the ownership of the site. The Gardens at Bragaw do not have a street address.

Capital Improvements

Raised Beds

There are four concrete raised beds, in two fenced areas. The usable gardening space within the raised beds is approximately 11,220 square feet in area. There are 2' wide paths between the plots that reduce the amount of gardening space there is in each plot. There are 44 plots, and each plot is 13' by 16' in area. The three smaller raised beds have 8 plots each, and the large raised bed has 20 plots. The poured concrete raised beds were installed by the State of Alaska in 2010. Please see the attached construction documents for more information.

Water

The water infrastructure at the Gardens at Bragaw was installed by the State of Alaska in 2010. The water is supplied by the Municipality, and is turned on in mid-May, and turned off in mid-October of each year. There are two spigots in each of the four raised beds, at the east and west ends of each bed. The spigots are under green covers, which are not locked. Gardeners run hoses from those water connections to their plots. In general, the water gets turned on several weeks after it is warm enough to plant outside, which has created problems for gardeners in the past.

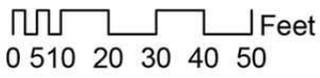
The main water line providing water to the garden is located at a shallow depth under the ground, in the middle of the two fenced areas. In 2014, the water line broke and there was considerable leaking. This was due to an unknown person driving up on the area between the two fences and over the water line. During and after this happened, we called all gardeners to make sure they knew not to drive their cars onto the parkland the gardens are located on. There is a large boulder preventing vehicle access to that area now, which has prevented any further problems with the water line. Please see the attached construction documents for more information.

Fence

The shed was installed by AAA Fencing in the fall of 2012, at a cost of \$29,336. Here are the original specifications for the fencing:

Item	Description	Estimated Quantity	Cost
8G FINISH GREEN VINYL FENCING WITH 4 EA- 4 FT X 6 FT WALK GATES AND 2 EACH- 10 FT X 6 FT DOUBLE DRIVE GATES, ALL POSTS AND TOP RAIL ARE LG40 AND POSTS ARE SET IN 36" OF CONCRETE	Installation of fencing, gateways, and posts	772 Lineal Feet @ \$38.00 per lineal foot	\$29,336.00

ACLT has never placed locks on the fence, however, some of the walk gates have been locked using wire or padlocks by gardeners. In 2014, ACLT had to pay a locksmith to remove one of these locks, and had to remove wire twice. In 2014, we did call every gardeners and remind them not to put locks on the Gardens fence. However, we anticipate this happening again. Here is a map of the fence:



Note: Fenced areas not drawn to scale. Setback measurements are approximate.



Shed

The shed was built in 2012 by volunteers from New Life Development, a residential re-entry program in Mountain View. ACLT paid for the materials for the shed (totaling \$1,324.73) and for the installation, but the labor to build the shed was donated. Here are the original specifications for the shed:

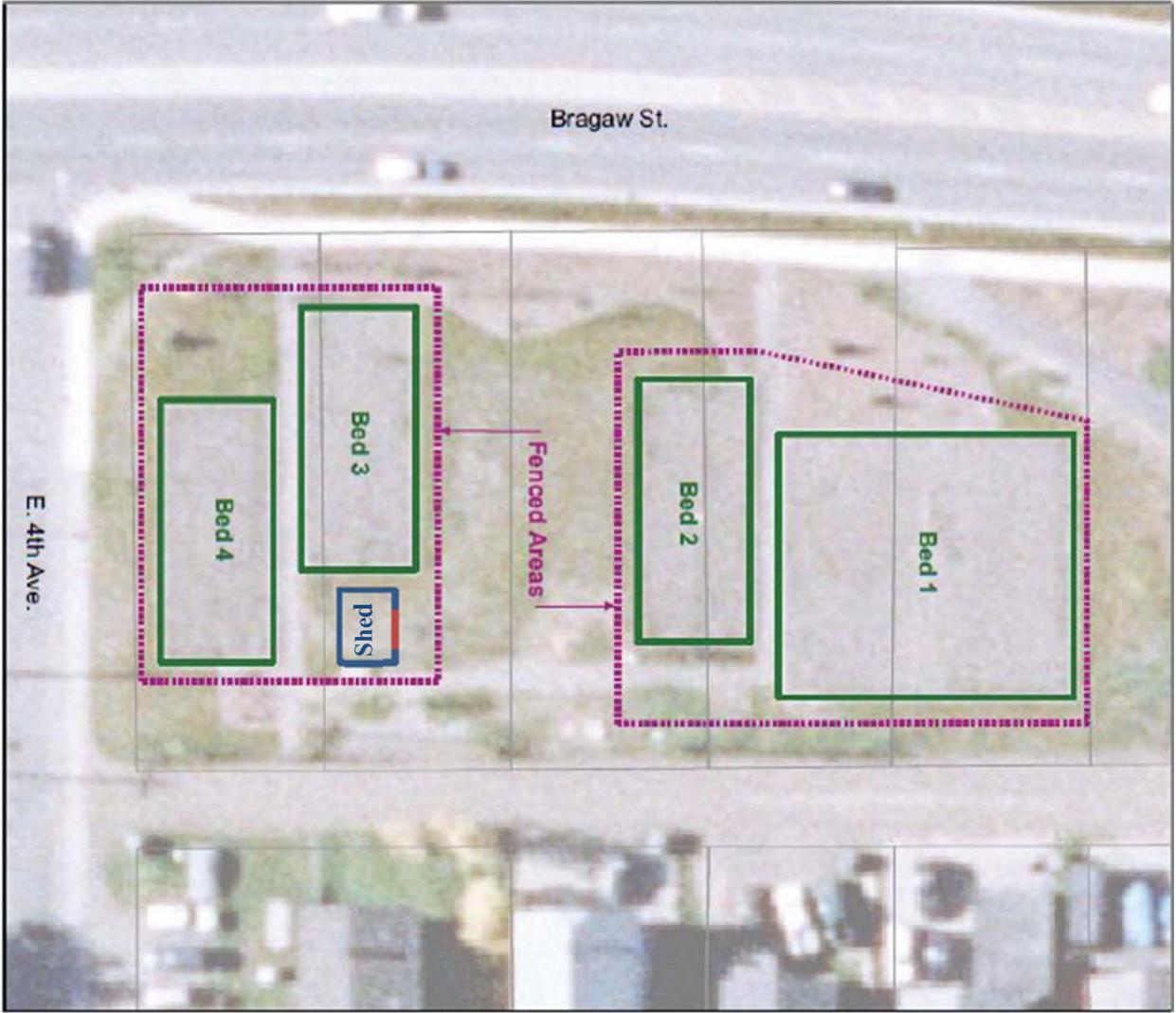
- metal siding to help protect from weathering
- metal roof
- 10 x 12 x 8ft
- double doors – swing open to give about a 4ft wide door way
- shelving on right side of the shed for storage of small items such as hand tools, seeds, top soil
- hooks on back wall for hanging items
- open space on left side for storage of larger items

In addition to the original specifications, in 2013, ACLT paid \$750 to Eagle Construction (from a grant from the Anchorage East Rotary Club) for shed repairs and upgrades, including:

- Metal flashing around the bottom of the shed to protect exposed wood sheathing
- Installing two shelves across the back of the shed
- Replace loose siding
- Install new heavier shed door hinges and re-work the shed doors to open and close better.
- Install bolt latches on one shed door to help secure both doors when locked
- Install a better lock.

The final inventory for items in the shed is below, in the Site Inventory section. When the Gardens at Bragaw opened, ACLT purchased tools, including wheelbarrows, buckets, shovels, hoses, etc. for shared use. The shed has a combination lock, and at the beginning of each season we've shared the code for the lock with all gardeners. This system has seemed to work fairly well, although the shed has been left unlocked for extended periods of time, and we have had to replace a few locks (been lost, or have been hard to work once it gets cold, etc.). However, we've never had a problem with tools being stolen out of the shed. The shed combination is M-Y-O.

Picture: Green squares with beds 1-4 are outline the garden beds; purple outline shows fence outline; blue square shows the approximate placement of the shed (not to scale) red line on the blue square indicates the side of the shed where the doors will be located.



Topsoil and Compost

When the raised beds at the Gardens at Bragaw were built, they were filled with construction fill, which was very poor quality for gardening. In 2012 and 2013, ACLT tilled compost (4" thick each year) into the beds to improve soil quality. In 2012 Signature Land Services delivered and tilled in compost. In October 2013, after the gardening season had ended and gardeners had cleared out their plots, ACLT tilled compost into all the garden plots, to supplement the soil for the 2014 growing season. Signature Land Services provided 125 cubic yards of compost, to cover the gardens at a depth of 4". A1 Landscaping tilled in the compost on October 16-17, 2013. The picture below is of the gardens after compost was tilled in (2013).

Here are the expenses related to tilling in compost in fall 2013:

Item	Source	Cost
125 cubic yards of USTC certified compost at \$45 a cubic yard.	Signature Land Services	\$5625.00
Tilling in of 125 cubic yards of compost.	A1 Lawn and Landscaping	\$2500.00
	Total:	\$8125.00



Wood Chip Paths

In 2013 and 2015, the wood chip paths at the gardens were created in mid-May with the help of volunteers from New Life Development, a residential re-entry program located in Mountain View. Landscaping fabric of a width of 2' was laid down between garden plots, and was covered with wood chips to create paths so that gardeners could access their plots easily. This picture shows the garden in May 2013. These were the expenses related to the wood chip paths in 2013:

Item	Source	Cost
10 yards of plain wood chips at a cost of \$40 per cubic yard, plus a \$110 delivery charge. This created 2' wide paths covered with wood chips at a depth of 2".	Valley Sawmill	\$510.00
3 75-packs of fabric and sod staples, to hold the landscaping fabric in place.	Home Depot	\$42.81
2 4'x220' rolls of professional landscaping fabric.	Home Depot	\$91.94
Total:		\$644.75

In addition to those expenses, ACLT worked with a local organization, New Life Development, to have participants in that program create the wood chip paths as part of a community work day. New Life Development participants volunteered an estimated 140 hours (35 volunteers worked an average of 4 hours) to complete this project.



Use Agreement

Please see the attached use agreement for more details. Here is a brief summary of the terms of the use agreement – the items currently the responsibility of ACLT will, after transfer of the Gardens at Bragaw to Municipal management, have to be completed by the Parks and Recreation Department.

- **Water**
 - Muni is responsible for water set-up, but only on or around May 15th
 - Turning on and off the water is the responsibility of the MOA Property and Facility Maintenance Department
 - Water shut off will happen around the end of October
 - ACLT is responsible for making sure that water is only used for gardening
- **Trash**
 - Muni is responsible for providing trash cans and bags, and for weekly trash service from May 1 through October 15
- **Portable Toilets**
 - Muni provides one portable toilet on or around June 2nd, will service it weekly, and remove it around October 15
- **Mowing:**
 - Muni will mow the grass outside the fence
 - ACLT is responsible for keeping the grass inside the fence mowed to < 3 inches
- **Others:**
 - ACLT is responsible for removing hazardous debris, and referring citizen complaints to Parks and Rec within 48 hours
- **Capital Improvements**
 - ACLT needs written consent from Parks and Rec before installing any capital improvements at the garden site
- **Reporting**
 - ACLT has to submit an annual report with verification of rentals and participation within 60 days of the end of the season
 - Includes number of renters, number of plots used, economic impacts to the community, estimated number of recreation hours of participation by all gardeners, estimated volunteer hours to maintain the garden
 - ACLT has to submit an annual report on all capital improvements by December 31

Registration

ACLT advertises the registration date and procedure starting in March. In Mountain View, and especially among the immigrant and refugee communities who garden at the Gardens at Bragaw, phone and in-person communication of this information is more effective than advertising online only. ACLT does post the information on our website, and also sends the dates to the Mountain View Post (mtviewpost.com), but the majority of gardeners hear about plot availability through word-of-mouth. To effectively advertise registration to nearby residents, we recommend:

- Posting online
- Posting on Facebook
- Sending information on the registration date to the Mountain View Post
- Sending information to the local community councils (Mountain View and Russian Jack) to share at their prior meeting, if unable to attend the meeting in person.
- Posting laminated posters with the registration date, time, and place on the Gardens at Bragaw fence
- Calling any gardeners on the waitlist
- Sharing the registration information with local schools (Tyson Elementary, Mountain View Elementary, and Clark Middle School)
- Sharing the registration date with local nonprofits, such as the Alaska Literacy Program, Cook Inlet Tribal Council, Children's Lunchbox, etc.
- Sharing the registration date with the University of Alaska Fairbanks' Cooperative Extension Service Horticulturist (Julie Riley)

At the registration day, gardeners line up, and once we start accepting applications, we ask gardeners to submit an application, agreement, and their fee. We write a receipt for the paid fee, number the application in the order received, and stop accepting applications once all plots have been leased. At that point, any remaining applicants write down their name and contact information for inclusion on a waitlist. We do not keep people on a waitlist for more than a year. Preference is given to residents of Mountain View, Russian Jack, Airport Heights, and the Northeast Community Council district.

In 2013, the year that the Gardens at Bragaw opened, ACLT held two registration days, on March 30th and April 6th (both Saturdays) from 10AM-1PM. On March 30th, the first registration day, we had over 30 applicants line up and apply starting at 10AM. Our intention was to lease half the plots on the first registration day, and the 22 other plots on the second registration day. However, because the registration days were split, and we had over 22 applicants on the first day, this system created confusion. Some applicants were unable to make the second registration day, and it seemed unfair to make them stand in line the second weekend because they had been the 23rd or 24th applicant on the first weekend. This also created waitlist issues – should a gardener who came to the first registration day be higher on the waitlist than a gardener who came to the second registration day, when we had advertised the registration days as being equal? Due to these issues, in subsequent year we chose to advertise registration as first-come, first-serve, and hold only one registration day.

In 2014, we held registration on April 5th (Saturday) again from 10AM-12PM. In 2015, we held registration on March 31st, a Tuesday, from 5-7PM. All three years, registration was held at the Mountain View Library's community room. Every year, we had more applicants than plots (applicants line up starting 30 minutes before we accept applications), and we stopped accepting applications and fees when we ran out of plots. We have never had the problem of having a gardener decide after applying that they do not want their plot (but we have had gardeners who haven't used their plots fully, which means that they cannot apply for a plot the next year).

Fees & Fee Collection

Since 2013, ACLT has charged \$25 per plot (creates \$1100 in revenue each year). There is no discount for returning gardeners. ACLT also offers a few fee waivers each year to gardeners who cannot afford the fee. In 2013, two gardeners applied for fee waivers; in 2014, no gardeners requested fee waivers, and in 2015, two gardeners requested fee waivers.

At the registration day, ACLT takes checks or cash from new applicants when they hand in their application. If the applicant does not have money on hand but was early enough to get a plot, they have a week to pay their plot fee. Returning gardeners can pay in advance of the application date (during the month of March) or can pay at the registration day if they have called to re-apply for their plot in advance.

Educational Events

Since 2013, ACLT has held an Introduction to Gardening Workshop for Gardens at Bragaw gardeners every year. In 2013, the event was held on April 12th (Friday) from 6-8PM. In 2014, the event was held on April 14th (Monday) from 5-6:30PM. In 2015, the event was held on April 16th (Thursday) from 5-7PM. The event has been held at the Alaska Museum of Science and Nature (located at 120 N. Bragaw Street) every year. The Museum has donated their space for free for this event. We have advertised this event at the registration day, so that new gardeners hear about this event as they are signing up for plots. Each year, we have had an attendance of 25-35 (over half of our gardeners), and many gardeners bring their families. Each year, we have had gardening educators (from either the Cooperative Extension Service or the Alaska Botanical Gardens) teach and answer questions at this event. To advertise the event, we share a flyer for the event at the registration day, a week before the event, we email a notice out to all gardeners who use email, and 1-2 days before the event, we call all registered gardeners to remind them. This is the method of advertising we use for all of the educational events we have held. The workshop is also a good time to share the plot map for the year, and to collect any use agreements, fees, etc. we did not collect at the registration day.

The first year we held this event, education was provided by the Alaska Botanical Gardens, in a PowerPoint format. This worked well, and we had a very high attendance, but after this event we realized that many gardeners were not fluent in English and a hands-on demonstration would be more culturally and linguistically relevant. In 2014 and 2015, horticulturist Julie Riley from the Cooperative Extension brought topsoil, seeds to give away, and information, and we set up stations where attendees could plant and water seeds to take home (to start indoors). This worked very well and we received a lot of positive feedback from gardeners. We were also able to give away lots of seeds (donated and from the CES), which helps lower costs to participate for lower-income gardeners.

In addition to the introductory workshop in April, we held a composting workshop and an end-of-season potluck in 2013, and held a transplanting workshop in 2015. At the transplanting workshop (held on May 21st from 5-7PM) horticulturist Julie Riley joined gardeners at the Gardens at Bragaw to help them lay out their plots, transplant their starts, and answer questions. We have attempted to plan educational events in June and July, but found that many participants are busy or out of town for fishing, etc. We have had more luck having events at the beginning and end of the season.

Volunteers

In 2014, we had several volunteer events at the Gardens at Bragaw. On April 14th, ACLT hosted a seed-starting workshop with the UAF Cooperative Extension, at the Alaska Museum of Science and Nature. Museum and Cooperative Extension staff volunteered 10 hours of their time at the event. In May, volunteers from New Life Development helped create half of the wood chip paths in the Gardens. In the summer, the Arc of Anchorage volunteered to create ceramic stepping stones at the Gardens, and to visit the Gardens and help install them. Students and instructors at the Arc of Anchorage contributed 20 hours of class time to the project, and four hours visiting the Gardens and helping to install the stones. Youth volunteers with Alaska Youth for Environmental Action also spent eight hours helping ACLT staff install the ceramic stepping stones. Also this summer, students at the Alaska Native Cultural Charter School painted ceramic tiles for installation at the Gardens. Students painted a total of 200 tiles, and school administrators spent 10 hours drying, collecting, and packaging the tiles. Also this summer, students in Clark Middle School's art and shop classes created four painted wooden figures that were installed on the fence of the Gardens at Bragaw, facing Bragaw Street. Students spent 20 hours cutting and painting the figures, and staff at Clark spent four hours installing the artworks. These projects all contributed to the 276 hours we estimate community members spent volunteering at the Gardens this summer. Please see attached pictures of the art projects and seed-starting workshop.

In 2015, we had several volunteer events at the Gardens at Bragaw. On April 16th, ACLT hosted a seed-starting workshop with the UAF Cooperative Extension, at the Alaska Museum of Science and Nature. Museum and Cooperative Extension staff volunteered 10 hours of their time at the event. This spring, students in Clark Middle School's art and shop classes created four painted wooden figures that were installed on the fence of the Gardens at Bragaw, facing Bragaw Street, which match and mirror the four figures installed in the fall of 2014. On May 7th, around 50 Clark students walked to the Gardens, where they were presented with a legislative citation by Sen. Johnny Ellis and Rep. Geran Tarr for their work creating art at the Gardens at Bragaw. Volunteers helped prepare the Gardens for this event and organize the event. And on May 21st, Cooperative Extension staff assisted ACLT's spring gardens intern with a transplanting workshop at the Gardens at Bragaw, where gardeners could get individualized, on-the-ground help planning their plots and moving their indoor starts to their plots at the Gardens at Bragaw. Students spent 20 hours cutting and painting the figures, and staff at Clark spent four hours installing the artworks. These projects all contributed to the 276 hours we estimate community members spent volunteering at the Gardens this summer. Please see attached pictures of the art projects and seed-starting workshop. In addition to these volunteer events, ACLT's spring gardens intern, Devin Johnson, contributed 250 hours to work at the Gardens at Bragaw.

One of the challenges we faced in the process of managing the Gardens at Bragaw was in the use of the community plots at the gardens. In 2013, the first year the Gardens opened, we reserved four of the 44 garden plots as community plots, and intended to use them as a communal gardening space for both gardeners who hadn't been granted a plot, or for community members or visiting volunteers or students to work on without making the commitment of a plot for an entire season. However, we did not foresee the staff time required to make the community plots run smoothly, both in organizing volunteers on a weekly basis, and on pre- and post-season preparations. In our post-season meeting with gardeners, we heard a lot of support for making donations of produce a priority at the gardens, and for having available space and time for students from local schools to learn about gardening and nutrition. In subsequent years, we instituted 'donation days' – designated days on which gardeners can drop off produce which we will then take to food banks or emergency food programs operating in the community. We were also interested in the idea of a 'demonstration plot', where a master garden could use a plot to showcase new gardening techniques and new produce that gardeners could see and then try themselves.

Here is a list of the volunteer groups ACLT has worked with at the Gardens and who may be interested in donating their time or resources for future projects:

- UAF Cooperative Extension Service
- Alaska Botanical Gardens
- Alaska Youth for Environmental Action
- New Life Development
- Clark Middle School
- Arc of Anchorage
- Alaska Native Cultural Charter School

Art

The main signage at the Gardens at Bragaw was created by local artist Aurora Sidney-Ando. The signage is widely considered to be a neighborhood landmark, and use of the signage design on other projects, such as the McCarrey roundabout, has been talked about. ACLT owns the design of the signage.

In 2014, artists from the Arc of Anchorage created decorated stepping stones for Gardens, which were installed by teens from Alaska Youth for Environmental Action. Unfortunately, a few of these stones cracked during installation. If we were to do this project again, we would use wire-reinforced concrete rather than just poured concrete, as the poured concrete stones crack easily when set over uneven ground and then stepped on. The stepping stones probably need to be reset each year or two, due to the muddy conditions and sinking that will occur during breakup.

Also in 2014, students from the Alaska Native Cultural Charter School, which is located across the street from the gardens, painted tiles, which were installed on the borders of the raised beds at the Gardens. Unfortunately, most of these tiles have worn away during the winter. Having a group of children (from AKNCCS or other schools/ after-school programs) repaint the tiles every spring could be a fun way to get children involved in volunteering for the gardens.

And in 2014 and 2015, students from [Clark Middle School's art and shop classes created two sets of painted wooden figures](#), which were installed on the fence at the Gardens. The Clark students who worked on this project received a legislative citation from Sen. Johnny Ellis and Rep. Geran Tarr for their work. The Anchorage Press published a nice article on this art project, which was entitled 'Colorful, Like the Community'.

All of these art projects were funded (jointly) through grants from the Anchorage East Rotary Club, the Rasmuson Foundation, and the Alaska Housing Finance Corporation.

Site Inventory

ACLT conducted a site inventory of the Gardens at Bragaw on February 1, 2016. Here are the items outside the shed:

- 4 bike racks (outside the fenced area)
- 2 composters (1 in each fenced area)
 - ACLT hosted a composting workshop in 2014, and there are signs with instructions on how to use the composters at the Gardens, but we haven't found that the composters have been used well. We'd suggest painting or decorating the composters to really make them look different from the trash cans at the site, and hosting a composting workshop in languages other than English.
- 2 trash cans inside fence (these are not the cans that SWS/ Parks Maintenance can collect)

Here is a list of items inside the shed (also inventoried on February 1, 2016)

- 3 wheelbarrows
- 1 watering can
- 6 5-gallon buckets
- 1 shopping cart
- 1 patio table
- 1 box non-latex gloves
- 5 pairs gardening gloves
- 1 box of ceramic tiles
- ½ bag of mortar
- 1 tarp
- 1 plastic basket
- ½ bag potting soil
- 1 whiteboard
- 8 shovels
- 2 snow shovels
- 2 brooms
- 2 hoes
- 5 rakes
- 5 trowels
- 1 box gardening staples (to hold landscaping fabric in place)
- 1 roll landscaping fabric
 - The landscaping fabric is cut into 2' wide pieces and then placed over the paths between plots, and held in place using the gardening staples. Wood chips are then placed over the fabric. The fabric prevents the wood chips from being trampled into the soil.
- 2 25' hoses
- 1 lightweight hose
- 1 ladder
- 1 large plastic bin

Gardens Annual Calendar

Month	Event
February	Schedule registration day, start advertising registration day
March	Advertise registration day; Schedule introduction to gardening workshop; sign up returning gardeners that want to keep plots; call waitlisted gardeners from previous year
Late March & Early April	Hold registration day, sign up all other gardeners, create plot map (based on who gardeners want to garden with, where they were last year, etc.); Schedule educators to lead the introduction to gardening workshop
April	Advertise introduction to gardening workshop; Hold introduction to gardening workshop
Late April	Schedule delivery of wood chips for wood chip paths; schedule transplanting workshop
May	Build wood chip paths, advertise and hold transplanting workshop; water to gardens is turned on.
Mid-June	Check plots to see who hasn't planted or cleaned at all – call and send letters to those gardeners to give them one week to begin to plant or their plot will be forfeited.
July	Trim grass inside fenced areas
September-October	Schedule, advertise, and hold end of season potluck or event, which could include a fall planting workshop
Late September	Give gardeners end-of-season clean up date in early October
October	Water is shut off; ensure gardeners have completed end-of season clean-up.
Winter	Monitor gardens for unwanted uses (e.g. as a fenced dog park)

Contact List

Julie Riley

Extension Horticulture Agent, UAF Cooperative Extension Service

907-230-7339

jariley@alaska.edu

- Julie can provide gardening education workshops, and the Cooperative Extension can provide materials on gardening education. Julie is involved in managing the Fresh International Gardens in Mountain View.

Michelle Wilber

Organic Gardening Coordinator, Yarducopia Project, Alaska Community Action on Toxins

garden@akaction.org

907-222-7714

- Yarducopia is a yard sharing project in Anchorage. Michelle is very knowledgeable about organic gardening issues and may be able to provide education. The Yarducopia project may also be able to find gardening space for gardeners on the Gardens at Bragaw waitlist.

Patrick Ryan

Education Specialist, Alaska Botanical Garden

patrick.ryan@alaskabg.org

- Patrick can provide gardening education, especially for youth.

List of Attachments

- Design Documents
 - Gardens at Bragaw Aerial (PDF)
 - Gardens at Bragaw As-Built (PDF)
 - Glenn Bragaw Interchange As-Built (PDF)
- Gardens Signage
 - List of Information Signs at the Gardens (PDF)
 - Main Signs at Gardens (JPG)
 - Signs Locations and Sizes (DOCX)
 - Signs Map (DOCX)
- Management Documents
 - 2015 Use Agreement ACLT Signed (PDF)
 - City State MOA Transfer (PDF)
 - 2015 Gardener Agreement (DOCX)
 - 2015 Gardener Application (DOCX)
- Media & Communications
 - 2013 Gardens Infographic (JPG)
 - ADN Photos – Best of August 2013 (PDF)
 - AK Public Media - Gardens at Bragaw to Celebrate Grand Opening (PDF)
 - Colorful, like the community _ Anchorage Press (PDF)
 - Gardeners line up for Bragaw community plots _ Alaska Dispatch (PDF)
 - Group weeds through red tape, brings Gardens at Bragaw to life (PDF)
 - Growing interest in community gardening _ Mountain View Post (PDF)
 - MVCC Bragaw Comm. Garden Resolution (PDF)
 - RJCC Bragaw Community Gardens resolution (PDF)
- Reports
 - 2013 End of Season Report (DOCX)
 - 2013 Gardens Capital Improvements Report (DOCX)
 - 2013 Gardens Capital Improvements Report (PDF)
 - 2014 End of Season Report Attachments (PDF)
 - 2014 Gardens End of Season Report (PDF)
 - 2015 Gardens End of Season Report (PDF)
- Soil Test Results
 - May 2013 Soil Test Results (XLS)

**MUNICIPALITY OF ANCHORAGE
DEPARTMENT OF PARKS & RECREATION
COOPERATIVE USE AGREEMENT**

This Permit is made and entered into effective May 1, 2015, by and between the Municipality of Anchorage, Department of Parks and Recreation (hereinafter “Grantor”) and Anchorage Community Land Trust (hereinafter “Grantee”).

PART I

SPECIAL PROVISIONS

Part I of this Use Agreement consists of those special provisions that are listed below by section number and title.

- Section 1. Definitions.
- Section 2. Premises.
- Section 3. Term of Use Agreement.
- Section 4. Fees.
- Section 5. Exclusivity.
- Section 6. Termination.
- Section 7. Duties Upon Expiration or Termination.
- Section 8. Reporting of Accidents.
- Section 9. Use of the Premises.
- Section 10. Premises Maintenance, Exclusive Management, and Priority Use.
- Section 11. Insurance.
- Section 12. Americans with Disabilities Act.
- Section 13. Relationship of Parties.
- Section 14. Risk of Loss.
- Section 15. Right of Entry.
- Section 16. No Property Interest.
- Section 17. Ownership of Improvements to the Premises.
- Section 18. Permit Requirements.
- Section 19. Notices.
- Section 20. Liens.
- Section 21. Environmental.
- Section 22. Safety.
- Section 23. Reports and Audits.
- Section 24. Personnel.
- Section 25. Grantor’s Reservation of Rights and Interests.
- Section 26. Political Activity.
- Section 27. Conflict of Interest.

Section 1. Definitions.

The following definitions shall apply herein:

A. "Grantee" means Anchorage Community Land Trust (ACLT) executing this Cooperative Use Agreement;

B. "Grantor" means the Municipality of Anchorage ("MOA");

C. "Department" means Department of Parks & Recreation;

D. "Administrator" means the Director of the Department of Parks & Recreation or authorized designee;

E. "Contracts Administrator" means the administrator of contracts for the Parks & Recreation Department.

F. "Gardening activities" means without limitation, all aspects of gardening, including soil preparation, plant selection and cultivation, the use of fertilizers, and other products, the use of tools of any sort, the construction of shelters, lattices and related temporary structures, and any other activities reasonably associated with gardening.

G. A "gardener" means any individual who has applied for a plot at the Premises, agreed to abide by the rules established by Grantee and paid the applicable fee.

H. "Premises" means the properties specified in Section 2 of this agreement;

I. "Exclusive use" means that, within the Terms of this Agreement, the Grantee has the sole and complete authority to manage the Premises, including but not limited to the ability to set and enforce gardening activity rules, collect fees and reasonably control access.

J. "Use Agreement" means this revocable Cooperative Use Agreement.

Section 2. Premises.

A. The Premises are fully described as the certain portion of Fr. Lot 18, and Lots 19-22, Block 2, Vanover Subd., Plat P-93, Anchorage Recording District, more particularly described in Attachment 1. The Premises comprise the property commonly described as the four (4) raised garden areas divided into plots at the Gardens at Bragaw, located adjacent to the overpass intersection of Bragaw and the Glenn Highway, Anchorage, Alaska. The Grantee's authority under this Agreement extends only to the area indicated in Attachment 1.

B. This document is intended to be a Use Agreement for Grantee for the Premises in accordance with the terms set forth herein. Grantee shall acquire no interest in the Premises or any other real or personal property of Grantor by virtue of this permit, nor shall Grantor acquire any interest in the personal property, equipment or materials of Grantee that have not been permanently affixed to the Premises.

Section 3. Term of Use Agreement.

A. The term of this Use Agreement shall be growing season from May 1 through October 15, 2015, unless earlier terminated pursuant to the terms of this Use Agreement. **The term may be renewed annually with written request received by the Department by December 15 prior to the next season.**

B. If Grantee intends to perform additional Premises maintenance past October 15th, please contact the Contracts Administrator via written form, prior to maintenance being performed on the Premises. Your request shall be submitted to the Administrator for review. If your request is approved, general liability insurance must remain in place during use.

C. The Off-Season term shall be from October 16 through April 30 of the respective calendar year, for purposes of the Grantee storing any items on the Premises. Items stored by Grantee on site shall only be related to maintenance of the fields/premises. No private property of gardeners shall be stored during the off-season at the Premises. No hazardous materials may be stored at any location on the Premises. Grantee must have general liability insurance coverage during the off-season term. The Municipality of Anchorage is not liable or responsible for Grantee's personal property stored on the Premises.

D. Grantor shall be allowed to inspect contents of any storage facilities on the Premises at any time during the term of the agreement, and Grantee shall allow Grantor to do so.

Section 4. Fees.

A. Grantee shall pay no fees to Grantor for use of the Premises. Unless stipulated otherwise by Grantor, Grantee may collect reasonable fees from gardeners commensurate with fees at other community gardens to defray administrative and operating expenses of Grantee related to this agreement.

Section 5. Exclusivity.

This cooperative use agreement grants Grantee the exclusive right to manage the gardening activities at the Premises. This right includes, but is not limited to, the ability to set rules, consistent with Grantor policies, regarding all gardening activities at the Premises. Grantee agrees to cooperate with Grantor to avoid or mitigate any interference of use among Grantee, active gardeners, and the public regarding the premises.

Section 6. Termination.

This Use Agreement may be revoked:

- A. By mutual consent of the parties.
- B. For the convenience of either party, provided that the revoking party notifies the other in writing of its intent to revoke under this paragraph at least thirty (30) days prior to the effective date of the revocation. (Lack of interest in continued maintenance of the Premises through the term of this agreement shall not be deemed as sufficient reason of "convenience.")
- C. For cause, by either party, where the other party fails in any material way to perform its obligations under this permit. Revocation under this paragraph is subject to the condition that the revoking party notifies the other party in writing of its intent to revoke this permit and states with reasonable specificity the grounds therefore, and Grantee shall have within thirty (30) days of receiving the notice either to cure the default complained of, or to commence and proceed with diligence to cure the default.

Section 7. Duties Upon Expiration or Termination.

A. Upon revocation or upon expiration of this Use Agreement, Grantee shall cease all work in progress, remove personal property from the Premises within 30 days of notice of revocation, and if applicable, turn over all project design and construction documents to Grantor. Grantee will work with Grantor to ensure that the personal property of gardeners is reasonably dealt with, either through removal or under Grantor's conditions for use.

B. Upon expiration or termination of this Agreement, Grantee shall participate in an inspection of the Premises with the Grantor for the purpose of a walkthrough of the Premises. Grantee's personal assets and inventory shall have been removed from the Premises, unless arrangements are made with the Department. The Grantee shall leave the Premises in a neat, clean, and undamaged condition.

Section 8. Reporting of Accidents.

A. The Grantee shall notify the Contracts Administrator of any injury or damage sustained by persons or property on the Premises during the Grantee's use thereof as soon as practicable, but in no case shall it be later than the first working day following Grantee learning of such injury or damage. The Grantee shall also file a written report of such injury or damage with the Administrator not later than the second working day following Grantee learning of such an occurrence.

B. Grantee will require all gardeners to abide by rules regarding the reporting of accidents. All gardeners will be required to report all incidents, either verbally or in

wiring, to the Grantor as soon as practicable. Gardener will also report to Grantee all accidents per an accident reporting system established the rules.

Section 9. Use of the Premises.

A. The Grantee shall have access to and use of the Premises during the term of this Use Agreement on the terms and conditions set forth in this Agreement and appendices attached hereto, and incorporated herein by reference.

B. Grantee shall not allow any other use and/or services other than those described in this agreement, except with the written consent of the Parks and Administrator. Grantee shall not use or permit any part of the Premises to be used for any unlawful purpose or for any purpose or use that may constitute a nuisance or hazard to health, safety, or property. Grantee shall not use or allow the Premises or any part thereof to be used or occupied for any purpose in violation of any law or lawful order or regulation governing municipal park lands.

C. The Department reserves the right to prohibit activity that it finds unsafe or otherwise contrary to the purposes of this agreement or to Municipal interest. The Grantee hereby consents to the exercise of such authority by Department over its officials, agents, members, and guests.

D. Any variation in use by Grantee from the approved usage noted in this agreement requires written approval of the Administrator, prior to the special use.

Section 10. Premises Maintenance, Exclusive Management and Priority Use.

A. Subject to the terms of this agreement, as consideration for the Grantee's providing maintenance set forth in Appendix A, Grantee is authorized to manage garden activities, as defined in this Agreement.

B. Grantee shall have exclusive use of designated garden plot areas and priority use and access to certain other designated (fenced) area on Premises. The Grantee, at its sole discretion, shall administer the use of all gardens on premises. The Grantee may give priority preference to residents from the Mountain View, Russian Jack, Airport Heights and Northeast Community Council districts for garden use. This prioritized use extends to 2 weeks following the beginning of the Term of this Agreement. Thereafter the general public can use the garden for gardening activities provided they abide by Grantee's rules and pay applicable fees.

C. The Grantee has the right to limit all non-gardening activity that is not required to be allowed by MOA regulations. The Grantee may prohibit activity that it finds unsafe or otherwise contrary to the purposes of this agreement. The authority of Grantee is limited to the garden Plots and adjacent area at the Gardens at Bragaw; therefore, any uses of the surrounding park areas are governed by the Grantor. Grantor shall ensure that all uses are in accordance with this Agreement and attempt to provide at least twenty-four (24) -hours advance notice to Grantee when Facility is scheduled for use by other users.

D. Grantee shall not install, construct, or build any capital improvements on the Premises without the prior written consent of the Administrator.

E. Grantee shall submit to the Grantor an annual report providing verification of rentals and participation within sixty (60) days after the end of the season, including the

number of renters, number of garden plots used, economic impacts to the community along with an estimated number of recreation hours of participation by all gardeners affiliated with the Grantee and the number of estimated volunteer hours who helped manage and maintain the facility.

F. Upon request, and within a reasonable time, Grantee shall submit additional information, reports, and allow access to all records, relating to its activities and capital improvements under this Use Agreement to Grantor, in such form and at such time as Grantor may reasonably require.

G. Grantee shall retain all contracts, invoices, materials, payrolls and other data relating to this Use Agreement for a period of three (3) years after expiration or any termination of this Use Agreement.

Section 11. Insurance.

A. Grantee shall maintain in good standing the insurance described in this Section. Before rendering any work or use for specified areas under this Use Agreement, Grantee shall furnish the Contracts Administrator with proof of insurance in accordance with Section 11 in a form acceptable to the MOA Risk Manager for Grantor.

B. Grantee shall provide comprehensive general liability, including contractual and personal injury, and products liability coverages -- \$1,000,000 per occurrence. The liability policy shall also provide coverage for the activities of employees and volunteers.

C. Worker's Compensation and Employer's Liability – as required by Alaska law.

D. Each policy of insurance required by this section shall provide for a faxed copy of insured's cancellation notice, within two business days of receipt, to the Municipality of Anchorage, Parks and Recreation Contracts Administrator.

E. Grantor shall be named additional insured on all liability policies. Each liability policy shall have Grantor as additional insured except professional liability and worker's compensation policies. In addition, all policies shall contain a waiver of subrogation against the Municipality of Anchorage.

Section 12. Americans with Disabilities Act.

The Grantee shall be in compliance with its obligations under the Americans with Disabilities Act of 1990 as enacted and amended from time to time, and any other applicable Federal, State, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested of the Grantee to provide to Grantor at any time during the life of this agreement.

Section 13. Relationship of Parties.

Grantor may administer this Agreement and monitor the Grantee's compliance with its obligations hereunder. Grantor shall not supervise or direct the Grantee other than as provided herein.

Section 14. Risk of Loss.

A. The Grantee shall bear the risk of loss for any improvements and fixtures made, installed, or constructed on the Premises and for any personal property the

Grantee brings to the premises in the event that such improvements, fixtures, or personal property are damaged or destroyed in whole or in part, by whatever cause.

B. The Grantor shall bear the risk of loss for any improvements installed or constructed on the Premises in the event that the improvements are damaged or destroyed, in whole or part, solely by reason of Grantor's negligence or otherwise wrongful conduct. However, Grantor is not responsible for repair or replacement of improvements or other property located on the premises until funds for such repair or replacement have been appropriated by the Municipal Assembly.

C. The risk of loss for gardener's personal property used or stored at the Premises shall be borne solely by the gardener. As described in this Agreement and in the rules established by Grantee for garden use, neither the Grantor nor Grantee bears any risk of loss with regard to gardeners' property.

D. As defined in Grantee's gardening rules, any gardener who damages or destroys Grantor's property is held solely responsible for the loss.

Section 15. Right of Entry.

Grantor reserves the right to enter the premises at all reasonable times and to exercise all the rights and privileges of a land owner, including the right to permit other parties to use the premises, and the Grantee shall allow the Grantor to do so, in accordance with this Agreement.

Section 16. No Property Interest.

This Use Agreement is intended to be a permit for the Grantee to use the

premises in accordance with the terms set forth herein. The Grantee shall acquire no interest in the Premises or any other real or personal property of Grantor by virtue of this Use Agreement.

Section 17. Ownership of Improvements to the Premises.

A. No capital improvements to the Premises shall be made without prior, written consent by the Administrator. There will be no special compensation, tangible or intangible, given to Grantee, based upon capital improvements being made to the Premises.

B. Any capital improvements to the Premises constructed or installed by Grantee during the term of this Use Agreement shall become the property of Grantor upon the completion of construction. Construction of such improvements is complete for the purposes of this Section upon the earlier of:

Completion of all work set out in the approved construction plans; and
Substantial completion of all work set out in the approved construction plans and beneficial use of the improvement for the purpose it was intended to serve.

C. For the purposes of this Agreement a “capital improvement” is an improvement to the Premises that is permanent and cannot be removed without excavating or removing the improvement from the ground.

Section 18. Permit Requirements.

The Grantee shall acquire and maintain in good standing all permits, licenses, insurance, and other entitlements necessary to its performance under this Use Agreement. Grantee agrees to comply with all applicable Municipal/State statutes, ordinances, rules and regulations, together with any policies, procedures and conditions of permit issuance, and any violation by Grantee of such shall be sufficient grounds for immediate revocation of this Use Agreement.

Section 19. Notices.

Any notice required pertaining to the subject matter of this Use Agreement shall be personally delivered, sent via facsimile or mailed by prepaid first class registered or certified mail, return receipt requested to:

GRANTOR:

Municipality of Anchorage Parks and Recreation
attn: John H. Rodda, Director
P.O. Box 196650
Anchorage, Alaska 99519-6650
Telephone: (907) 343-4355
Facsimile: (907) 343-6523

GRANTEE:

Anchorage Community Land Trust
161 Klevin, Suite 204
Anchorage, Alaska 99508
Telephone: (907) 748-5848
Facsimile: (907) 274-0103

Notices are effective upon the earlier of receipt, proof of good transmission (facsimiles only) or five (5) days after evidence of receipt via delivery or mail.

Section 20. Liens.

Grantee shall not suffer any liens or encumbrances to be levied upon the Premises, or any other land owned or controlled by Grantor. Grantee will hold harmless Grantor from any such actions, and be responsible for payment of any related costs that Grantor may incur.

Section 21. Environmental.

A. Grantee agrees and covenants not to use, store, or abandon any toxic wastes, hazardous chemicals, or any other regulated substances and no more than 10 gallons of gasoline and oil for gardening equipment. All storage will be in the shed controlled by Grantee. All plots shall be "organic" and follow organic gardening principles approved by Grantor.

B. All gardeners will agree to abide by the rules established by Grantee regarding fertilizer, pesticides, and other chemicals, including gasoline. The rules will incorporate Grantor's rules concerning use of garden chemicals. On all plots only organic fertilizers may be used.

C. Should Grantee breach this Section, the hold harmless provisions hereof shall apply and the Grantor may independently demand and require Grantee to promptly cure any soil or water contamination or other damage at Grantee's expense. Grantor may also take remedial steps or seek administrative or judicial relief and seek from Grantee recovery of costs, including attorney fees and court costs, associated with any remedial, administrative, or judicial action.

D. Unauthorized application of chemicals or pesticides in any form, other than fertilizer approved by Grantor, may immediately void Grantee's Cooperative Use

Agreement. Unauthorized application shall be referred to the State of Alaska Department of Environmental Conservation office.

E. Chemicals (either hazardous or household use) are not permitted onsite in an unlabeled container. All chemicals that are not under direct control and for immediate use must be in an appropriate container and labeled for content.

Section 22. Safety.

Grantee shall be responsible for safety during its use. Grantee agrees to correct any safety concerns in a prompt manner. Grantee will contact the Anchorage Police Department and the Grantor if any vandalism has occurred and if there is any unauthorized or disruptive conduct.

Section 23. Reports and Audits.

A. The Grantee shall submit a detailed report to the Contracts Administrator on all authorized capital improvement projects to the Grantor on forms approved and/or provided by the Grantor. Said report shall provide an accurate, correct and complete disclosure of all financial transactions relating to all capital improvements. Grantee shall submit its report to Grantor no later than December 31st of the permit year.

B. The Grantor may, during normal business hours, audit and review all documents, records and financial transactions relating to performance of Grantee's performance of this Use Agreement.

C. Upon request, and within a reasonable time, the Grantee shall submit such other information, reports and access to all records, relating to its activities and

authorized capital improvements under this Use Agreement to Grantor in such form and at such time as Grantor may reasonably require.

D. The Grantee shall retain for a period of three (3) years after completion of all capital improvements all contracts, invoices, materials, payrolls and other data relating to matters covered by this Use Agreement.

Section 24. Personnel.

A. Grantee shall notify the Contracts Administrator in writing within ten (10) days of any changes in Grantee's executive, key personnel, or board members.

B. Grantee is an independent contractor. All personnel employed by Grantee are employees of Grantee and are not employees of Grantor. Grantee alone is responsible for their work, direction, compensation and personal conduct while engaged pursuant to this Use Agreement. Neither Grantee nor its personnel or agents will hold themselves out as, or claim to be, officers or employees of Grantor or of any department, agency, or unit thereof, and they will not, by reason hereof, make any claim, demand, or application for any right or privilege applicable to an officer or employee of Grantor, including worker's compensation coverage, unemployment insurance benefits, social security coverage, or employee retirement membership or credit. This shall be applicable to the user group's volunteers as well.

C. The staff and personnel involved in this agreement shall, at all times, represent all parties to this agreement in a professional manner, and reflect the commitment of all parties to quality services and customer satisfaction.

Section 25. Grantor's Reservation of Rights and Interests.

A. Public Events. The parties shall give each other timely written notice in advance of all press conferences, public ceremonies, or other public or planned news events relating to this Use Agreement.

B. Filming/Photography. In the event that Grantee receives requests from private entities or the general public for sale/commercial use of the Premises for filming or photography, the Grantee shall refer all requests to the Municipal Manager's office. Proposed filming or photography by the Grantee for sale/commercial use, must also contact the Municipal Manager's office. The requesting entity shall apply for and obtain a filming/photography permit from the Municipality of Anchorage, and pay all fees associated with MOA filming/photography, prior to filming/photography occurring on the Premises.

C. Special Events. Grantor expressly reserves the right to schedule and conduct special events, alone or in conjunction with co-sponsors on the Premises. Grantor shall restore the Premises to at least the same condition as at the beginning of the event(s).

Section 26. Political Activity.

There shall not be partisan political activity or any activity to further the election or defeat of any candidate for public, political or party office as part of or in connection with this Use Agreement, nor shall any User Fees be used for such purposes. No posting of political signs on the Premises are authorized.

Section 27. Conflict of Interest.

Grantee represents and warrants that neither it nor any of its officers, trustees,

employees, or volunteers has any interest, nor shall they acquire any interest directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. Grantee further represents and warrants that in the performance of this agreement, no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of the Municipality of Anchorage, nor any person whose salary is payable, in whole or in part shall take place in any decision relating to this agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in this agreement or in the proceeds thereof.

PART II

GENERAL PROVISIONS

Part II of this Use Agreement consists of those general provisions that are listed below by section number and title.

- Section 1. Nonwaiver.
- Section 2. Amendment.
- Section 3. Jurisdiction; Choice of Law.
- Section 4. Severability.
- Section 5. Integration.
- Section 6. Liability.
- Section 7. Nondiscrimination.
- Section 8. Assignments.

Section 1. Nonwaiver.

The failure of either party at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of

this Agreement or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

Section 2. Amendment.

A. This Use Agreement shall only be amended, modified or changed in writing, and executed by authorized representatives of the parties.

B. For the purposes of amendment of this Use Agreement, the only authorized representatives of the parties are:

Grantee: CEO or authorized designee of
Anchorage Community Land Trust (ACLT)

Anchorage: Mayor, Municipal Manager, or authorized designee.

C. Any attempt to amend, modify, or change this Use Agreement by either an unauthorized representative or unauthorized means shall be void.

Section 3. Jurisdiction; Choice of Law.

Any civil action arising from this Agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Anchorage. The laws of the State of Alaska shall govern the rights and obligations of the parties under this Agreement.

Section 4. Severability.

Any provision of this Agreement decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Agreement.

Section 5. Integration.

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either oral or written between the

parties hereto.

Section 6. Liability.

The Grantee shall indemnify, defend, save and hold Grantor harmless from any and all claims, lawsuits or liability, including attorney's fees and costs, allegedly arising out of loss, damage or injury to persons or property or from any wrongful or negligent act, error or omission of Grantee, Grantee's agents, employees or invitees, occurring during the course of, or as a result of, the Grantee's use of the premises subject to this Use Agreement, except for the wrongful or negligent acts of Grantor, its agents or employees.

The Grantor shall indemnify, defend, save and hold Grantee harmless from any and all claims, lawsuits or liability, including attorney's fees and costs, allegedly arising out of loss, damage or injury to persons or property or from any wrongful or negligent act, error or omission of Grantor, Grantor's agents, employees or invitees, occurring during the course of, or as a result of, the Grantor's use of the premises subject to this Use Agreement, except for the wrongful or negligent acts of Grantee, its agents or employees.

Section 7. Nondiscrimination.

A. The Grantee shall not discriminate against any person wishing to use the Premises because of race, color, religion, national origin, ancestry, age, sex, marital status or mental or physical handicap.

B. The Grantee shall comply with all applicable Federal, State and Municipal laws as concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7 of the Anchorage Municipal Code.

Section 8. Assignments.

Any assignment by the Grantee of its interest in any part of this Agreement or any delegation of duties under this Agreement shall be void, and an attempt by the Grantee to assign any part of its interest or delegate duties under this Agreement shall give Grantor the right immediately to terminate this Agreement without any liability for work performed, or without any other action required on Grantor's part.

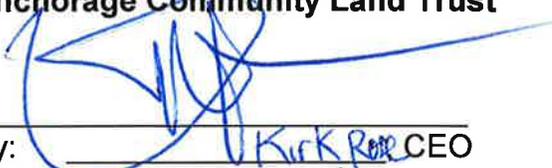
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IN WITNESS WHEREOF the parties have executed this Use Agreement on the date and at the place listed below.

MUNICIPALITY OF ANCHORAGE

Anchorage Community Land Trust

Mayor, Municipal Manager or Designee
Date: _____

By:  _____ Kirk R. CEO
Date: 3/4/15
Tax ID No. 20-0461014

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____ 2015, by _____, CEO of Anchorage Community Land Trust, an Alaskan non-profit corporation on behalf of the Corporation.

Notary Public in and for Alaska
My Commission Expires: _____

(continued on next page)

**APPENDIX A
ACLT**

GARDENS AT BRAGAW OPERATIONS—2015

1.0 Purpose of Agreement:

The intent of this agreement is to document a mutually beneficial cooperation between the Grantee and Parks & Recreation, which will provide a more affordable and effective gardening program for the Anchorage community, by combining available resources from each party to the agreement.

Working in cooperation provides an opportunity to the Anchorage community to participate in diverse programs; provide facilities and/or programming for gardening designed to introduce participants to gardening interests, as well as provide for skill advancement in that interest; and provide facilities for the good of community organizations providing programs in the pursuit of a variety of gardening and related interests.

In exchange for the Grantee's services provided in the table below, the Grantor agrees to provide Premises use and services to the Grantee at the Premises, that the Grantee has been permitted for the term of this Agreement.

In exchange for the services and reduction in fees provided by the Municipality, the Grantee agrees to provide the following services, without charge, to the Municipality at the Municipal Premises that Grantee has been permitted for the term of this Agreement:

(continued on next page)

2.0 Duration of Agreement for Maintenance:

May 1 – October 15, 2015

Anchorage Community Land Trust Cooperative Use Agreement – Season 2015 Maintenance Program – Terms Mutually Agreed to by All Parties of this Agreement

Terms listed below are in addition to terms in body of agreement.

GRANTOR (MOA)	GRANTEE (ACLT)	
<p>Water: Provide water start-up, turn on, and winterization of lines from the municipal water supply to the fields on or about May 15th if feasible. Frozen pipes, frozen ground, etc. can affect access of the water supply. Grantor relies on the MOA Property & Facility Maintenance Department to turn on/off the water supply to the fields. Dependent upon condition of lines/ground from preceding winter, water turn on may not be available until after May 15th. Water shut off typically occurs at the end of September or early October.</p>	<p>Water: Water is supplied for use in gardening activities in accordance with this agreement and the rules established by Grantee. Grantee will not permit water to be used for purposes other than for gardening at the Premises.</p>	<p>Grantee Initials of agreement  Initial</p>
<p>Trash: Provide metal trash can(s) and trash bag liners sufficient for the Premises, and empty and otherwise service those receptacles weekly from May 1st through October 15th. Grantor shall pay for the predetermined weekly servicing during the term of this agreement. Grantor shall not pay for Grantee's separate trash removal.</p>	<p>Trash: Dispose of and/or remove properly from premises excess trash, garden waste, and other debris that accumulates between regular servicing so as to avoid overflow.</p> <p>Contact Grantor if additional liners are needed.</p>	<p>Grantee Initials of agreement  Initial</p>

GRANTOR (MOA)	GRANTEE (ACLT)	
<p>Portable Toilet(s): Provide on or about June 2nd one portable toilet for the site and have serviced weekly on predetermined schedule with vendor. Grantor shall pay for the predetermined weekly servicing during term of this agreement. Service includes emptying, cleaning, and replenishment of toilet paper.</p> <p>If portable toilet is not in place at Premises by June 5th, Grantee is to contact Contracts Administrator. Grantor shall not pay for Grantee's separate waste/refuse removal.</p> <p><u>Portable toilet (paid by Grantor) shall be removed from the Premises on or about, and no later than October 15 of corresponding season.</u></p>	<p>Portable Toilet(s): Portable toilet is serviced weekly on predetermined schedule with vendor. Additional servicing outside of the set schedule shall be paid by Grantee.</p>	<p>Grantee Initials of agreement</p> <p> Initial</p>
<p>Mowing: Mow and trim turf outside fence on a regular basis.</p>	<p>Mowing: Mow turf within fence and trim the grass around fenced areas as required to keep grass less than 3 in. high or otherwise neat appearance.</p>	<p>Grantee Initials of agreement</p> <p> Initial</p>
<p>n/a</p>	<p>Hazardous Debris: Notify Grantor of hazardous debris (e.g. dangerous tree limbs) within 24 hours of observation, and coordinate mitigation and/or removal with Park Maintenance.</p>	<p>Grantee Initials of agreement</p> <p> Initial</p>
<p>n/a</p>	<p>Labor: Provide and pay for all labor (other than volunteer), materials, equipment, transport, utilities, and other services it uses in the course of its performance under this agreement, except as provided above.</p>	<p>Grantee Initials of agreement</p> <p> Initial</p>
<p>n/a</p>	<p>Reports/Problems: Any citizen concerns, reports, problems, or incidences regarding the facility, improvements to the facility, services provided by staff or other issues, known to the league partner under this agreement, shall be referred to Parks & Recreation within 48 hours of observation or notification.</p>	<p>Grantee Initials of agreement</p> <p> Initial</p>
<p>Other use: Grantor may schedule other public use of the premises and shall make reasonable effort to coordinate with uses permitted under this agreement.</p>	<p>Other use: Grantee shall make reasonable effort in working with Grantor on accessibility of the premises to the general public for permitted use.</p>	<p>Grantee Initials of agreement</p> <p> Initial</p>

GRANTOR (MOA)	GRANTEE (ACLT)	
<p>Department: The staff and personnel involved in this agreement will at all times represent all parties to this agreement in a professional manner, and reflect the commitment of all parties to quality services and customer satisfaction.</p>	<p>Department: The staff and personnel involved in this agreement will at all times represent all parties to this agreement in a professional manner, and reflect the commitment of all parties to quality services and customer satisfaction.</p>	<p>Grantee Initials of agreement  Initial</p>
<p>Premises Inspection & Compliance: Grantor may take action against Grantee for failure to mitigate said problems including, but not limited to, revocation of the Use Agreement, insofar as reasonable.</p>	<p>Premises Inspection & Compliance: Grantee shall correct all problems related to its maintenance or safety responsibilities discovered by Grantor during its periodic inspections. Grantor may take action against Grantee for failure to mitigate said problems including, but not limited to, revocation of the Use Agreement, insofar as reasonable.</p>	<p>Grantee Initials of agreement  Initial</p>