



# MUNICIPALITY OF ANCHORAGE



## Solid Waste Services Department

1111 E. 56<sup>th</sup> Avenue  
Anchorage, Alaska 99518

Phone – (907) 343-6262 Fax – (907) 561-1357

April 7, 2022

GBOS  
PO BOX 390  
Girdwood, AK 99587

NOTICE: Girdwood Community, Girdwood Board of Supervisors, Rep. LaFrance, Rep. Weddleton

RE: Girdwood Transfer Station Hours of Operation

Solid Waste Services intends to reduce our hours at the Girdwood Transfer Station location. SWS currently operates our Girdwood facility on Sundays, Mondays, Fridays, and Saturdays. After careful consideration and a thorough review of site-specific tonnage reports we've determined that keeping the facility closed on Sundays would still allow us to provide adequate services to the Girdwood community.

The purpose of this letter is to provide notice to the community of Girdwood prior to implementation of the new hours of operation. Starting June 1<sup>st</sup>, 2022, the following will be the new Girdwood Transfer Station hours.

- Monday 9:30 am – 5:00 pm
- Tuesday CLOSED
- Wednesday CLOSED
- Thursday CLOSED
- Friday 9:30 am – 5:00 pm
- Saturday 9:30 am – 5:00 pm
- Sunday CLOSED

Please address any comments, questions, or concerns to:

Solid Waste Services  
1111 E. 56<sup>th</sup> Avenue  
Anchorage, Alaska 99508  
Customer Service Call Center (open Monday thru Friday 8am-4pm)  
907-343-6250

Sincerely,

Maria Owens, Customer Service Manager, Solid Waste Services

CC: Dan Zipay, General Manager, Solid Waste Services  
CC: Susan Kent-Crafts, CFO, Solid Waste Services



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SUBWAY OF ALASKA  
1118 EAST 70TH AVENUE, SUITE 200  
ANCHORAGE, AK 99518  
(907) 563-4228  
(907) 563-4288 FAX

CHRIS WILSON  
CO-OWNER/SUBWAY OF GIRDWOOD  
VICE PRESIDENT/SUBWAY OF ALASKA

April 14, 2022

Attn: Margaret Tyler  
Re: Holtan Hills Project

Dear Margaret:

I'm writing this letter in support of the Holtan Hills Project with one caveat. I would ask to slow the project down until workforce housing has been addressed. The shortage of affordable workforce housing in the Girdwood community has grown increasingly dire in recent years.

In March 2013, we opened our Subway restaurant in Girdwood located on the corner of Seward Hwy & Alyeska Hwy. When we opened for business in March 2013 our staff was 100% Girdwoodians and it has gradually gotten to the point where now we are 100% staffed from Anchorage. The primary reason is there is no, or little affordable housing in Girdwood. The population in Girdwood has also dwindled due to affordable housing. I've not been able to operate at full capacity since 2019, and even have to close on Monday's due to lack of staff. Staffing issues that gradually became problematic before pandemic grew to "crisis" stages post-pandemic.

I'm in agreement with others regarding the Holtan Hills project, that 50% of the land needs to be set aside for Workforce Housing (meaning average income earning professionals can buy a home as well as affordable rentals). If all the land developed gets sold to the highest bidder, then we will have all high-income earners buying lots, they will outbid the teacher or mid-level manager in our town. Girdwood needs to address the lack of long-term rentals and affordable housing or many businesses that currently operate will not be able to sustain the staffing crunch. Girdwood will also not be a viable option for future businesses to entertain the opportunity to manage a business with such a fractured housing problem. We need to see some balance, a multi-prong approach within the Holtan Hills Project. Having some regulations in the project for workforce housing as well as middle class housing. Whether it be through deed restrictions and protected for workforce housing.

One of the reasons I'm so proud to operate a business in Girdwood is the way people here come together to support one another in the face of a challenge. The Girdwood

Community is once again rallied together to preserve our sense of community and unique quality of life, because that's what's really at stake here in this severe housing crunch we've been facing. People who work in Girdwood should also be able to afford to live in Girdwood. I worry that if workforce housing doesn't get addressed with Holtan Hills Project, Girdwood has the possibility of losing a piece of town. A real town has a diverse workforce, it has people at different points of their life and careers. Holtan Hills Project has the opportunity to help address the diversity in housing price points and not just focus on the highest income earners. The workforce/middle class is the soul of the Girdwood community. To maintain the character of the Girdwood community we must have affordable housing.

This won't fix all the staffing issues but will be a start to ease some concerns from employers. I encourage you to make workforce housing part of the Holtan Hills Project with set requirements for development.

Please accept this letter as part of GBOS package to be submitted to HLB Advisory Board for their April 28<sup>th</sup> meeting.

Sincerely,



Chris Wilson  
Co-Owner / Subway of Girdwood  
Vice President / Subway of Alaska

TO: Heritage Land Bank Advisory Committee

FROM: Betsy Connell, Girdwood Resident

RE: Housing Crisis in Girdwood/HLB Land Disposal

DATE: April 15, 2022

Let me introduce myself. My name is Betsy Connell, and I have been a Girdwood resident since 1987. I was the special education teacher at Girdwood PreK-8 School for 25+ years and am now back at the school as a special education teaching assistant. I have been a Girdwood homeowner and property taxpayer since the 1990s. My husband and I raised our two children in Girdwood, and they attended Girdwood PreK-8 School and South Anchorage High School. We are both active in local no-profit organizations.

I am writing the HLBAC today to discuss the affordable housing crisis in Girdwood. I acknowledge that there is an affordable housing crisis across the United States, but the situation in Girdwood is especially dire. Most Girdwood businesses, including Alyeska Resort and the hotel, are short-staffed, unable to hire workers because those employees cannot find affordable housing. This problem is exacerbated by Airbnbs and VRBOs. Owners of properties that used to be long term rentals have switched to these short term rentals instead. In addition, homes for sale are few and far between. Those that do come on the market are snatched up within a few days of being put on the market (sometimes the same day!), often as second homes and at a cost out of reach for most Girdwoodians.

Being an educator, I am especially worried about housing for Girdwood's teachers. Recently, a student teacher (who has lived, volunteered, and worked in Girdwood for many years) and her husband (who is employed locally) had to move from their current rental situation. They were unable to find housing in Girdwood, and now our town is losing two valuable community members.

At this time, the majority of Girdwood PreK-8 staff owns their own homes. However, at least a half a dozen of the teachers will be eligible for retirement in the near future. If the current housing dilemma continues, the "new" teachers hired in those positions will be unable to live in Girdwood. There will be few apartments available to rent or affordable homes to buy. This situation will make recruiting teachers for Girdwood PreK-8 school difficult in the first place and, if hired, these teachers will probably need to live in Anchorage. Currently, the vast majority of our school staff lives in Girdwood, raises their kids in Girdwood, has ties to businesses and nonprofits in Girdwood, and has close ties to our town. This is ever so important for our Girdwood PreK-8 school community. (In fact, it was one of the questions I was asked when I was initially interviewed for my Girdwood teaching position.) Students see school staff around town or on the ski mountain, and conversation almost always ensues. Losing this community "feel" would be a huge loss for the school, as well as Girdwood as a whole.

I feel the information I have presented here is extremely important for the HLBAC to consider when looking at RFPs and land disposal. The current Holtan Hills plan appears to ignore all of these realities and will simply make the affordable housing crisis worse.

Thank you for taking the time to read my comments. Please take them to heart.

Attention:

MOA Heritage Land Bank, Emma Giboney

Girdwood Board of Supervisors, Mike Edington

To whom it may concern:

First I want to share the history of the Girdwood and Alyeska Land Development.

My name is Chris von Imhof and I joined Alyeska Resort in 1967 as General Manager.

In the 1960's Alyeska Ski Corporation leased from the State of Alaska Division of Lands 233 acres of land at the base area of Alyeska Ski area. Later Alyeska Basin Corporation also leased more land from the State. The land was subdivided and subleased to individual property owners. In the mid 70's Alyeska was able to purchase the leased land from the State and in return sold it to the individual lease holders.

In 1975 the Municipality annexed the city of Girdwood and with it inherited 1000's of acres of land which was then managed by the MOA HLB. I want to mention that the majority of Girdwood residents at the time were not very pleased with being taken over by the Municipality of Anchorage.

In the 1980's Alyeska Resort was purchased by Seibu Alaska, Inc. and later purchased 80 acres land and invested more than \$ 100 Million Dollars in the Real Estate development including the 310 room Alyeska Prince Hotel and Swiss tramway.

The Girdwood and Alyeska population grew with many 1000 of residents and there was demand for more land for permanent residents including the many businesses and their employees.

There were several plans for more Real Estate development including the Squirrel cage subdivision in the lower Girdwood valley below the fire hall and above the treatment plant. This would have really provided the much needed lower cost lots in Girdwood for younger new residents and employees.

But the MOA and HLB did nothing to develop this land for our community. They said it was in a potential flood area but that could have been easily mitigated with boulders on the Glacier Creek side.

I still feel that area would be good for development and in the 90's two Girdwood residents, Tom Yeager and Jim Barnett had plans for a subdivision in that area. They prepared a professional engineering plan for that land.

But since it also included a golf course to make it economically feasible the plans were not approved by the MOA.

Personally I feel there is a big need for affordable housing in our Girdwood community and unfortunately it seems like the Holtan Hills development does not address this critical need for lower cost housing. I believe it would make sense to offer land for both types of development.

There is a lots of Real Estate in Girdwood to fill this need and maybe the MOA will be able to issue an RFP and subsidize such land development with the sale proceeds of the land.

Recently I got a call from Frans Weits the owner of the Jack Sprat Restaurant who was desperately looking for housing for his employees for this summer season. He also asked if there was space available for long term RV parking so his employees have a place to

stay. Unfortunately there is no available housing for rent in our Girdwood community.

So I urge you and request you develop a plan for lower cost land for development to fill this critical need for our Girdwood community.

Thank you for your consideration,

Chris von Imhof

April 15, 2022

To Whom it May Concern,

My name is Lynné Doran and I am the Secretary for the Girdwood Chamber of Commerce and a small business owner. I am writing you today regarding the Holtan Hills development project. It is my understanding that this historic project for Girdwood does not have any provisions in place to have a percentage of land set aside for workforce housing or address our other housing needs with such things as deed restrictions or provisions for homes to be owner occupied. Many businesses in Girdwood are struggling to operate at full capacity (reducing days of the week they are open or hours in the day) because they do not have staff available to operate all shifts and the reason there is a lack of staff is because there is a lack of affordable housing.

I have spoken to several business owners that have been put in the position of looking for long-term rentals that they rent themselves and put their employees in or if possible, buying properties that they then rent to their employees. This is not a business model to operate by and not affordable by the majority. Business owners are working around the clock themselves to keep their doors open due to a lack of staff and it is burning them out.

I have yet to speak with anyone in our town who is against development for more housing but I have also yet to encounter anyone who supports going forward with this project without provisions in place to assure that those that want to live and work in our community can. Girdwood is not only a ski town but we are a unique ski town in the fact that we are 45 minutes away from the largest city in our state. Though we are close to Anchorage people from there will not drive 45 miles on a at times risky and dangerous highway to wait tables, clean cabins or operate tours, they can find all those jobs in Anchorage and save time and money by not making an unnecessary commute.

The Holtan Hills project as it stands now does not help Girdwood solve its affordable housing crisis and needs to be revised with this crisis in mind.

Sincerely,

Lynné Doran

April 15, 2022

Hello Heritage Land Bank (HLB),

My name is Catherine McDermott and I work for Four Valleys Community (FVCS) a non-profit located in Girdwood and specifically serving the Girdwood community for 42 years. We are just one of many non-profit organizations that exist in Girdwood, all of which have been tailor made for Girdwood to fill the needs of our community.

A sample roll call of our homegrown local nonprofits includes FVCS (community education and recreation opportunities), Little Bears (childcare), Girdwood Clinic (healthcare), Girdwood Inc (houses community initiatives like the Skateboard Park and Tennis Courts) Girdwood Center for Visual Arts (artist coop), KUEL Radio (local communication), Girdwood Fine Arts Camp (art ed), Glacier Valley Transit (public transport) and there are many others. Note that Girdwood is in the very DNA of all our local non-profits. Each was created to fill specific community needs, and all heavily contribute to making Girdwood a great place to live.

At FVCS we see the Holton Hills development as an opportunity to solve a housing crisis that was identified by this community, and indeed communities like ours across the nation, long ago. It is in the best interest of Girdwood, the Municipality of Anchorage, the Heritage Land Bank and the land developers to proceed with the upmost care and concern for the community of Girdwood, and help to assure that local nonprofits and for-profit businesses will be able hire staff that can afford to live in Girdwood and serve the community.

Girdwood non-profits need Executive Directors and staff who live and properly understand the needs of the community. We need to and want to pay our professional staff livable wages; wages that allow us to live and work here. Most of Girdwood's non-profits, including the community school, have no national or even Anchorage umbrella organization over us to offering financial and admirative support. Because the of this, our we stand alone and depend on local support, and this becomes harder and harder every budget cycle. At FVCS, all 4 our staff have second jobs to be able to afford to live in Girdwood AND work at a non-profit that serves our community. It has been estimated that only 30% of the homes in Girdwood are primary home owner occupied. In the past few years our community has had to say goodbye to dozens of local families who have left in search of viable housing options, further adding to the idea that "locals" are becoming more and more scarce. With each family that leaves, that is less volunteers to serve on our nonprofit boards, attend fundraisers, and volunteer at local events.

As the housing costs continue to rise and affordable housing becomes scarcer for our staff; all Girdwood non-profits will need to charge more for our community services. Because our services are used by locals, this cost gets passed on local residents. With the Holton development, all of our local nonprofits will need to expand services to accommodate more Girdwood residents. At the community school, we would welcome more people using our services and attending our classes. However other non-profits may be more limited in their ability to accommodate an increase in demands on their services. Like many local for-profit businesses, staffing will continue to be a big issue in the local non-profit sector especially with scarcity of affordable housing.

Thank you for the chance to offer perspective from a non-profit deeply rooted in Girdwood.

Best Regards,

Catherine McDermott

Four Valleys Community School, Executive Director

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Erik Lambertsen  
Bird Creek Motel  
29433 Seward Highway  
Bird Creek AK, 99540

(907)653-0100  
birdcreekmotel@alaska.net

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Friday, April 22, 2022

GBOS/HLB

Salutation

My name is Erik Lambertsen, President of the Girdwood Chamber of Commerce. Owner of the Bird Creek Motel for almost 30 years.

We have a 12-unit motel with 2 apartments and 10 studio rooms. Most of the rooms are occupied by Girdwood employees in the winter. We routinely have requests weekly from Girdwood business owners looking for vacancies for their employees. During our summer season we transition to motel operations and discontinue extended stays which increases pressure on the community employee housing.

Currently we employ our children but when they grow and move on, we see that we will have the similar increased pressure to find employees.

Girdwood is important to the state of Alaska. We are recognized as a destination town for world travelers. The local businesses are stressed to service our current visitors and we are reaching a breaking point. We are watching very carefully the Holton Hills land development and the impact the decisions made will have. Hastiness in this regard could have dramatic negative effects on the Girdwood and the Turnagain Arm business community.

Maximum profit and expediting a process is not in the interest of this community, Workforce and affordable housing needs should be factored to maintain the small town feel that makes our community so attractive for residents and visitors alike.

Sincerely,

Erik Lambertsen

*Owner and Operator*  
Bird Creek Motel

April 15, 2022

What does it mean to serve the common good?

That's the fundamental questions I hear behind the Heritage Land Bank's obligation to serve the best interests of all Anchorage residents.

There are *many* valid arguments for why the Holtan Hills development, as proposed, is not the right development plan for the Girdwood Valley. Given my vocation and role in the community, I will leave those arguments for others, and simply ask you to pause and consider the morally imperative question: how can HLB best serve the common good?

It is an indisputable fact that Girdwood is experiencing a housing crisis. And we are not alone in that experience - resort towns all over North America are similarly struggling. In my time in Girdwood I have said goodbye to too many amazing members of our community - quite a few leaving simply because of the cost of housing.

Girdwood Chapel operates our community's food pantry. Currently we are seeing about 150 people every month. I am privileged to get to know many of them. I know their families, where they live, *and where they work*. The sad reality is that people who are employed full time in our town cannot afford rent *and* groceries.

I recently spent a few hours around a bonfire with a bunch of folks who work full time in our restaurants and tourism companies. They got to chatting about their living situations, and shared that about half of them had *sublet a literal closet* at some point while living in Girdwood.

It does not have to be this way.

Access to affordable housing (federally defined as 30% or less of a person's pay) is essential for a healthy, vibrant community. Access to affordable housing improves mental and physical health; and improves educational outcomes for children. Access to affordable housing is critically important for businesses: Without people to work as lift operators, cooks, servers, tour guides, cashiers, etc., our local businesses cannot function.

I am well aware of how expensive it is to build anything in the Girdwood Valley. And I am also aware that there are many creative ideas and proposals for how to build housing in the Girdwood Valley that is affordable for the people who *live and work* here - the current Holtan Hills proposal is clearly not one of those ideas. It fails to serve the common good.

So please, listen to the residents, the workers, the business owners, and the community leaders of Girdwood. We can move forward with development in Girdwood, and do so in a way that actually serves the common good and is in the best interest of *all* residents.

Sincerely,  
The Rev. Nico Reijns

Hello Hillside and GBOS,

Please note that the Board will be conducting its annual "reorganization" at the end of this month, so I will be assigned to a different 1/7<sup>th</sup> of Anchorage's schools and community councils for the next year. It's been a pleasure to get to know the Hillside and Girdwood communities more intimately over the past year, and I have tremendous respect and gratitude for the work each of you put into your CC leadership!

Feel free to reach out if I can help with anything, moving forward. And please, by all means, say hello if you see me on any trails or around town this summer!

-Kelly

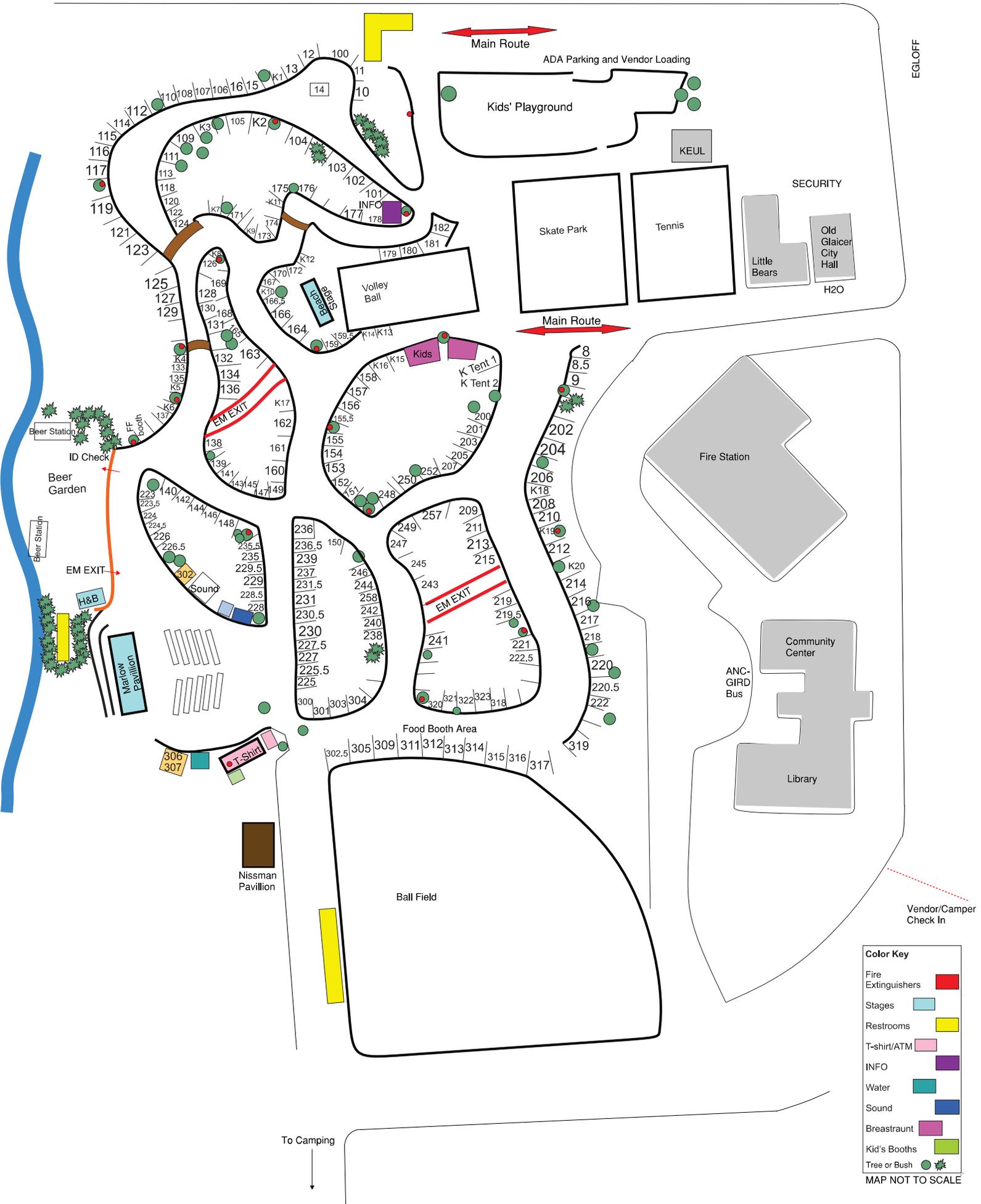
### Kelly's April Community Council Updates

- **Flyer: "ASD Connect":** <https://www.asdk12.org/connectwithasd>
- Superintendent choice announced 4/14/22, Dr. Jharrett Bryantt: see <https://www.asdk12.org/leadership>
  - *Dr Bishop retires effective 6/30/22;*
  - *Dr. Bryantt brings exceptional vision, experience, & commitment to ASD Board goals*
  - *3-year contract starting 7/1/22*
  - *Stakeholder input:*
    - *Leadership Anchorage analysis*
    - *Surveys*
    - *Impression forms following finalists' visits*
- Board Goals and Guardrails: recent focus on "College Career and Life Readiness" metrics
  - "Financial literacy" graduation requirement will be embedded within economics coursework
  - Board will look closely at data re: "chronic absenteeism" at next meeting (4/18/22)
    - Helpful link for context: <https://www.attendanceworks.org/chronic-absence/the-problem/>
- Board "reorganizes" after every election, doing so on 4/27, so officers within the Board, members' service on Bd committees, and rotation around Anchorage may/will change, TBD
- Prop 1: appears to be narrowly failing (~51% no)
  - "The district has started the process of researching next steps to address the important safety, restoration and maintenance needs Prop 1 addressed. Part of the research is also to understand why it didn't pass."
- We are monitoring legislative actions
  - SB 111 (Reading) just passed by Senate, now in House.
  - Operating budget amendments?
  - HB 272/273 (Base Student Allocation)
  - HB 220 (retirement?)
- Graduation ceremonies will take place at the [UAA Alaska Airlines Center](#)
- Summer school options (using federal relief funds) are being offered to students whose principals believe they would benefit from extended learning opportunities
- Looking ahead to next year:
  - Applications are now open for the fall 2022-2023 lottery: <https://www.asdk12.org/lottery>
  - Online Registration dates for returning ASD students: April 25th –August 19th
  - Pre-Enrollment opens July 15th. Go to <https://www.asdk12.org/enrollonline>,
  - The first day of school:
    - August 18, 2022 for Grades 1 – 12
    - August 25, 2022 for Kindergarten
- Upcoming board meetings:
  - 4/18
  - 5/3

# Girdwood Forest Fair Site Map

ALYESKA HIGHWAY

EGLOFF



Main Route

ADA Parking and Vendor Loading

Kids' Playground

KEUL

SECURITY

Skate Park

Tennis

Little Bears

Old Glacier City Hall

H2O

Main Route

Kids

K Tent 1

K Tent 2

Fire Station

Community Center

ANC-GIRD Bus

Library

Food Booth Area

Ball Field

Nissman Pavillion

H&B

Sound

ID Check

Beer Station

Beer Garden

EM EXIT

**Color Key**

- Fire Extinguishers ■
- Stages ■
- Restrooms ■
- T-shirt/ATM ■
- INFO ■
- Water ■
- Sound ■
- Brestraunt ■
- Kid's Booths ■
- Tree or Bush ●

MAP NOT TO SCALE

Vendor/Camper Check In

To Camping

**2022 Girdwood Forest Fair Site Plan**

**July 1st, 2nd, 3rd**

**Girdwood, AK**

Submitted by:  
Girdwood Forest Fair Committee  
Version 12  
April 2022

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21 Appendix

Updates as of April 22, 2022

- 21.1 Noise Permit In process, in contact with permitting
- 21.2 HLB Camping Permit In process, application submitted - discussion ongoing. Insurance.
- 21.3 Camping Map Same as previous year.
- 21.4 ABC Permit In process. Collecting TAPs info and Insurance.
- 21.5 GFF Insurance In receipt of quote. Working on final contract.
- 21.6 Additionally Insured Per Muni, HLB and Alyeska Resort Requirements.
- 21.7 Waste Management Getting quote from Alaska Waste. Sim volume to 2019
- 21.8 Fire Department Engaged in discussion, review of sitemap and request for letter.
- 21.9 Alyeska Resort Parking Agreement Similar terms expected per verbal discussion - Letter Request
- 21.10 P&R Alcohol Waiver Submitting.
- 21.11 Special Events Permit Request Submitting.
- 21.12 P&R Waiver Request Submitting.
- 21.13 Rent-a-Can Quote requested. More handwashing and a few more toilets.
- 21.14 Security Contract Intent to award initiated with same contractor as 2019.
- 21.15 GFF P&L Statement In review. Available by next meeting.
- 21.16 Parade Permit - Fire Department Submitted.
- 21.17 Parade Permit – Right of Way Submitted.  
Banner Permit - Submitted.

## 1 Girdwood Forest Fair 2022 Site Plan

The following site plan will reflect the Forest Fair's normal operations. Though this document can not include the many finer details of operation, media, and advertising etc. let it serve as general information to concerned agencies and community.

## 2 Forest Fair Staff and Volunteers

The following information pertains to the Forest Fair Committee and their team of volunteers hereafter referred to as staff. Staff oversees and monitors the entire fair keeping in close communication as explained below. Staff will circulate constantly on Fair grounds and are easily identified by their Vibe Tribe RED staff shirts. Staff members will also man the Information Booth. Contact: 907-382-1658.

Position	Name	Email
Chair Person	TileighLove	<a href="mailto:girdwoodforestfairies@gmail.com">girdwoodforestfairies@gmail.com</a>
PR & Art Director	Terri Adkins	<a href="mailto:girdwoodforestfairies@gmail.com">girdwoodforestfairies@gmail.com</a>
T-Shirt Coordinator	Sally Messing	forestfairbooths@gmail.com
Music Coordinator	Mike Oviatt	
Event Specialist	Karen Zacaro	<a href="mailto:girdwoodforestfairies@gmail.com">girdwoodforestfairies@gmail.com</a>
Booth Coordinator	Sally	forestfairbooths@gmail.com
Financial Coordinator	Constance Cooley	
Earth Maintenance	Bob Messing	
Biergarten Coordinator	SJ Klein	
Kid's Games and Crafts	Constance Cooley	
Security Chief	Ross McKay	
Campground Chief	Clayton McManis	
Parade Organizer	Shine Herfindahl	
Information Booth	Don Davis	

### 3 **Communications**

In order to organize and maintain constant communication the staff utilizes two-way radios.

Two-way radios will be distributed to and utilized by:

A - Committee Members

B - Security Team

C - Grounds / Sanitation Crew

### 4 **Hours of Operation**

Though the site of the fair is permitted for and will have limited activity well before and after our posted hours of operation, it will be understood by the general public that;

GFF 2022 will be held July 1st, 2nd & 3rd. The parade will begin at 10:00am on Saturday, July 2nd. Staffing for the Fair, Security and Campground will begin Thursday at noon and remain through Monday morning.

	Booths		Music	
Date	Start	End	Start	End
Friday, July 1st	11:00am	9:00pm	11:00 am	Last band scheduled for 8pm (will complete by or before 11:00 pm)
Saturday, July 2nd	11:00am	9:00pm	11:00 am	Last band scheduled for 8pm (will complete by or before 11:00 pm)
Sunday, July 3rd	11:00am	6:00pm	11:00 am	Last band scheduled for 5:30pm (will complete by or before 8:00 pm)

The requested park permit dates are June 30th through July 10th. In addition to the above event timeline, there are other important dates and times that need to be noted:

- June 25th-26th – Friends of Forest Fair weekend
- June 30th– Vendor Setup from Noon – 10 pm

- July 1st, 2nd & 3rd – Forest Fair
- July 4th – Vendor Take Down – all cleared by 5 pm
- July 5th - 6th – residual Clean-up and Beautification

## 5 Parks and Recreation Permitting

GFF requests a consecutive permit from June 24th through July 5th to ensure proper coverage for the Friends of Forest Fair Work Party and the following weekend's event. The requested permit dates are June 25th and 26th for the Friends of Forest Fair park maintenance clean up weekend and June 30th - July 4th for the Forest Fair Event. The Girdwood Forest Fair will have liability insurance coverage during this timeframe.

Girdwood Forest Fair will collect and submit to the Municipality of Anchorage all alcohol taxes required by municipal code.

~~agrees to pay Parks and Recreation for their requested \$.50 per alcoholic beverage sold fee. Girdwood Board of Supervisors and Forest Fair recommend the following formula be used to calculate this fee:~~

$$\bullet \text{ ~~.50 X 8 pints per gallon / 1.125 X (total gal purchased - total gal returned)~~}$$

## 6 Security

A professional, licensed, and experienced Event Security Team has been secured to cover Forest Fair and the extended areas; Fairgrounds, Parking, and Campground.

Our Director of Security, Ross McKay, will be working with Girdwood / Whittier Police and Alaska Security and Investigation and will oversee and direct operations on all permitted areas of the Forest Fair, as well as assist in limiting the fair's impact on the neighboring community. Mr. McKay can be reached by radio during the weekend of the Girdwood Forest Fair.

### 6.1 Security Tasks

Security is responsible for:

- Control of the Fair site
- Traffic flow
- Fairground sweeps
- Noise Control (Campground, etc)
- Monitoring Fire/Emergency Service Access
- Emergency Evacuation (Girdwood Fire and EMS plan)
- Enforcing Fair Rules
- Enforcing HLB and Municipal codes

## 6.2 Security Central Dispatch Location

The primary dispatch center for GFF security is set up in front of Glacier City Hall. Security guards and GFF staff will also be stationed at the Campground Check-In Booth outside the Library, and at the entrance to the Campground at the corner of Karolius and Egloff Dr starting at 6 pm each night.

## 6.3 Security Staffing

Security will begin setting up at the fairgrounds on the Thursday evening prior to the event. There will be Staff on duty on Thursday starting at 6:00 pm through Friday at 11:00am when the full crew of Security will be on duty from that time until the following Sunday evening.

Security Schedule:

- Small Security Crew - Thursday 6 PM to cover the vendor setup parking and assist camping setup
- Full Security Crew – Friday 11 AM – Sunday 11 PM

A uniformed security detail will be stationed at various locations throughout the fairgrounds during Fair days. Security will also patrol the Forest Fair area and campground 24 hours during Fair days. Radio communication will allow them to provide effective coverage. Security is a fluid event and all areas of the Girdwood Forest Fair Park will be covered.

Security sweeps will be performed each night at the posted event closure times for music and beer garden. The sweep is to ensure the fair goers are aware of the event closure and to promote a safe segue to their destination.

Bicycles and 4-wheelers may be used for quick travel between areas when necessary and Security will be in contact with authorities. (See attached map)

- Security will be posted at the intersection of Hightower Road and Alyeska Highway to direct traffic, assist at the bus stop and control parking within the park area during fair hours.
- Security will patrol the camping and vendor parking area with a station at the Y to ensure vendor and musician parking.
- Security will patrol the fairgrounds; these two will also rotate to the entrance area to ensure there are always two persons at that post.
- Security rotating personnel shall float between posts and or staff the office.

## 7 Noise Control

GFF will comply with the legal limits regarding noise levels and noise permitting. Violations will be dealt with by GFF Security Staff as quickly as possible to prevent public disturbance. Sound from the three stages will be overseen by sound technicians to ensure safe sound levels and compliance with the Noise Permit. See attached permit.

## 8 **Camping**

To mitigate the risks associated with uncontrolled and unsupervised camping around the valley during the weekend of the Fair, camping will only be permitted in designated areas and is controlled by security & the GFF Security Staff. A perimeter will be established to identify camping area and prevent entrance to the islands of Glacier Creek.

Individuals coming to camp are briefed of the campground rules and identified with a wristband indicating they have been given permission to camp. Only campers with wristbands will be allowed in the camping grounds. The Camping Fee is nominal to encourage visitors to use this legal and safe service of the Fair. Security staff patrols this area 24 hours a day to enforce the rules. Camping is limited to the designated areas only. There is no camping access to the islands on Glacier Creek or any Heritage Land Bank land other than the designated camping area. Security officers will patrol through the island area to insure that there is no unauthorized camping outside the designated camping grounds.

GFF staff will be posted as the Campground Host camping on the grounds every night, and will be connected by radio to security and will be available to campers from Thursday – Sunday during the event.

Signs: To address the camping plan our signage will include these messages according to AO 2011-108

- \*no alcohol      \*no campfires      \* no burn barrels      \*tent camping only in fenced area
- \* be cool      \*no dogs      \*quiet time from 2am-8am      \* no fireworks
- \* love your neighbor (use Best Camping Practice)      \*back packs will be searched

## 9 **Beer Garden**

The Beer Garden is located on the south side of the Forest Fair park near California creek. Due to the creek flooding and shifting in recent years, a temporary secondary location will be used if the original is unusable. The Plan B site will be scouted by committee members and permitted through the ABC Board. This is a fenced off area and is staffed by TAM certified servers and a volunteer crew of trained ID checkers. Random security sweeps are performed by Security staff and Forest Fair staff during beer garden hours. Security heavily patrols the Beer Garden area during peak hours to ensure compliance with ABC permit requirements.

Beer Garden ABC permit hours:

- Friday 11 am – Sunday 11 pm

Municipal Park & Recreation restrictions limit the selling of alcohol to the following hours:

- Friday – 11 am – 11pm
- Saturday – 11am – 11pm
- Sunday – 11am – 11pm

While the Beer Garden traditionally closes before 10 pm on Sunday due to decreased traffic, it may continue to operate up to 10 pm if there is demand.

This schedule will be coordinated with the end of the music and is subject to earlier last call times and earlier cut off times, but will not go beyond what is stated here. We will continue to monitor the entrance to the beer garden until 12am, so that patrons do not carry their beverages into the unlicensed portion of the park. This will allow patrons 2 hours to complete their beer, socialize, and leave in a leisurely fashion. The goal is to slow the flow of people out of the beer garden so that local businesses and authorities are not overwhelmed by a mass exodus from the beer garden and music areas of the Forest Fair at once.

Forest Fair wrap meeting will be conducted in the beer garden on Sunday evening after the event closure. This is a private round table discussion on the event success and future opportunities for improvements. This round table discussion includes Forest Fair staff, security, volunteers, and vendors. No public is invited to this meeting. There is no alcohol sold during this round table discussion.

### Emergency Services

In addition to the many identifiable volunteers at the Fair, GFF will rely on the Girdwood Fire Dept., the Girdwood / Whittier Police and the Alaska State Troopers in the case of serious emergency. GFF will follow the Girdwood Fire Department and EMS evacuation plans (See attached). The Girdwood Fire Dept. is directly adjacent to Forest Fair Park. Arrangements are made via radio and cell phones, assuring GFF Security and Staff stays in close communication with our EMS providers.

Security is Advised that despite the close proximity of Station 41, even minor medical emergencies require a call to 911 to initiate a response.

#### 9.1 First Aid

During fair hours the paramedics at the Girdwood Fire Hall and GFF Security Staff will be available for emergency first aid. Girdwood Forest Fair will provide first aid stations at the Info Booth and T-shirt booth for additional minor requests. It is expected that the booth will be staffed by a medical professional at least 50% of the time, but may also include responsible community volunteers that have no formal medical training or are retired professionals.

#### 9.2 Evacuation Routes

In the event of an emergency or natural disaster, evacuation routes designated by the Chief of the Girdwood Fire Department shall be known as Alyeska Highway to the Seward Highway, with routes either south or north depending on danger. Should a tsunami warning or tidal wave be eminent, the designated site is the Girdwood Airport. The assembly point for evacuation of the fairgrounds is the Little Bears parking lot.

## 10 Traffic Control

As stated above, security staff will be posted at the intersection of Hightower Rd, Egloff Rd., and Alyeska Highway, as well as throughout the fairgrounds, during fair hours to direct traffic, assist at the shuttle bus stop and control parking within the park area. Their primary concerns will be safety, maintaining smooth pedestrian flow, and enforcing parking and camping guidelines. In addition to security staff, GFF is hiring a paid Traffic control crew for the duration of fair operating hours to assist with traffic control.

By Thursday evening prior to the event, delineation fencing used to guide pedestrian traffic will be set up around the intersection, and signs will be posted along Alyeska highway. The signs and fencing will

remain throughout the weekend and will be removed immediately following the fair. Emergency vehicles will have open access at all times with assistance from the personnel at the Hightower/Egloff and Alyeska Highway intersection.

### 10.1 Road Closure for the Parade

In an effort to ease traffic congestion, the Girdwood Forest Fair Parade will begin at 10 AM on Saturday July 2nd. The Alyeska Highway will be closed at the Hightower/Egloff intersection by Girdwood / Whittier Police with assistance from GFF staff and paid traffic control crew on Saturday, July 2nd at approximately 10:00am to accommodate the parade. The road will reopen with traffic control letting cars through unimpeded until the backup has subsided and GFF staff will begin directing pedestrian traffic under the Glacier Creek bridge using the pedestrian underpass and at the intersection immediately following the parade at approximately 10:45am.

### 10.2 Egloff Road

Vehicular traffic accessing the Fair and other facilities via Egloff Road will be monitored by GFF staff. GFF will issue parking passes to vendors, musicians, and select staff members permitting them to park in the area. A parking area for the handicapped will also be available via Egloff Road. GFF will not block access to the library parking lot or book drop nor will it block local business access. As in the past, traffic in that area will be controlled to allow it to be fully accessible to emergency vehicles. Anyone needing to go to work at Girdwood Parks and Recreation office, Little Bears Playhouse or the Library (all of which are closed during those days) will be permitted. No road closure permit will be required. Guests using the Forest Fair camping facilities may use Egloff Rd. for loading and unloading only.

### 10.3 Traffic Signage

Informational signs will be erected along Alyeska Highway directing vehicular traffic to park only in the Daylodge parking lots. In addition, information signs will remind Fair goers of the following items:

No camping in Girdwood, camping is only allowed in the temporary Forest Fair campground

No Fires or Fireworks

No Parking except in designated areas

No Parking on Crow Creek Road

Illegal Parking will be towed

Shuttle Available at the Daylodge

Forest Fair Rules (No Dogs, No Politics, No Religious Orders, No Alcohol outside Beer Garden)

Other information as deemed necessary

## 11 Parking

Vendor and staff parking is located in the area recognized as the ball-field parking area, and along Karolius. This parking will be restricted to prevent overcrowding and keep emergency lanes open.

Security staff will be assisting vendor parking on Thursday during setup and each morning of the fair to

ensure vendors are parked appropriately. Vendors are issued 1 parking permit per booth. Musicians are issued parking permits that are valid only for the day they are performing. Cars without a GFF parking permit will be towed at the owner's expense. Tow trucks will be standing by to remove offenders.

Handicap Accessible parking will be available in front of the Tennis Courts located near the entrance to the event. This will be the only parking available to the public within the fairground area. All other parking in this area is designated for Vendors, Campground, and Musicians only.

Security Staff will be positioned at Hightower and Egloff to ensure that Egloff Road is being utilized appropriately before and during the Forest Fair. This means vendors, musicians, Fire Dept., residents, Library personnel and Municipal vehicles will be allowed to drive vehicles through and park.

Approximately 14 parking spaces at the library will be closed to the public during the closed library hours. This parking lot will be randomly swept by Forest Fair staff/security.

All public safety vehicles will have the right of way under all circumstances as safety is priority over all event policy.

### 11.1 Patron Parking

Fairgoers parking will only be permitted at the Daylodge parking lot and outer parking lots of the Alyeska Resort Hotel, by agreement with Alyeska Resort. Alyeska Resort will operate and have control of all parking in this area. Hours of operation will coincide with fair hours and will be enforced by the Alyeska Resort staff. Cars parked illegally along the highway will be towed by the request of the local authority having jurisdiction. The Forest Fair committee will work with the designated towing company to provide adequate announcements during the fair when vehicles are at risk to be towed. Forest Fair security will patrol the Daylodge parking area on occasion during the event.

## 12 Bus/Shuttle

Glacier Valley Transit is anticipated to provide a bus and or shuttle service to bring fairgoers from the parking lot at the Alyeska Daylodge as in previous years to the fairgrounds using the designated turnaround route to prevent blocking traffic. This route has been improved to reduce foot traffic crossing Hightower Road and Alyeska Highway. The shuttle will be dropping off people in front of Lions Club Day Park, keeping pedestrians off of the roadways.

This shuttle service will also be utilized as the designated driver program as required for our alcohol permit. The contact number for the driver is 382-9909.

Bus service from Anchorage to Girdwood Forest Fair will be offered on all three fair days this year for round trip or one way purchase. This service is provided to help alleviate the car traffic in Girdwood and encourage thoughtful and responsible participation in our community festival.

## 13 Information Booth

Fairgoers can learn about the fair and have questions answered at two GFF booths. The Information Booth is located at the front entrance to the Forest Fair (by the playground), and the T-shirt Booth located near the Pavilion stage. In the event that a child has misplaced his/her parents, the child will be cared for

at the children's booth while security and GFF staff locate the parents. If a parent has misplaced their child, a GFF member with radio communication to security will stay with the parent until the child is located. Communications will be handled via main stage announcements and the Forest Fair staff and security is on radio at all times throughout the event.

## 14 Fair Signage

Further signs will be posted throughout the fairgrounds reminding people of fair and municipal rules:

- Forest Fair Rules
- No Pets Allowed
- Proselytizing is prohibited
- Alcohol must remain in designated areas
- Please Be Cool
- Respect Our community
- No Camping in undesignated areas
- Parade reminders

Other information as deemed necessary

## 15 Sanitation

The Girdwood Forest Fair takes sanitation very seriously and works to ensure the park area is in as good as or better condition when this event is over. GFF will be responsible for all garbage collected and will dispose of garbage created during Friends of Forest Fair weekend, June 24-25th, and during the time period of the Forest Fair event from July 1st-3rd, including clean-up on the parade route and in the skate park. Each evening all trash receptacles are emptied and turned upside down to prevent wildlife from human trash. All Forest Fair garbage cans are removed from the area after cleanup on the site. The dumpsters will be removed within a week of the end of the fair.

It will be P&R's responsibility to remove trash daily from the P&R garbage waste cans in the Forest Fair Park starting Tuesday after Forest Fair weekend and for the remainder of the summer. Any trash generated by the clean-up crew will be removed by the GFF.

### 15.1 Sanitation Crew

A crew of 6-10 easily identifiable RED Shirt individuals with at least two Earth Maintenance crew members on radio at all times is responsible for dealing with trash clean up at Fair. These roving personnel will answer questions, direct fairgoers to their destinations, and act as the physical arm of the GFF by helping with any and all manual labor-type needs.

### 15.2 Recycling

We are implementing recycling requirements of our vendors, such as biodegradable straws, and

encouraging recycling to event patrons to decrease the carbon footprint of the annual Forest Fair in the Forest Fair park of Girdwood. We also utilize biodegradable trash liners, to lessen the impact in landfills. The Beer Garden has upgraded over the years from red plastic cups to biodegradable cups, and in 2013 began selling reusable cups to patrons to further reduce trash. 2015 marked our transition to exclusive use of stainless steel reusable cups in the Beer Garden. Fairgoers are encouraged to bring previous years' cups and identify themselves as one of the cool kids who reuses and recycles. We will make accommodations for individuals who prefer not to have their cut refilled by our servers by offering refills in paper cups or other means that do not require re-contact of the individual's personal cup on a per request basis.

### 15.3 Trash Receptacles

In excess of 70 trash receptacles are placed throughout the fair and in locations impacted by fair traffic. GFF also works with local business and property owners to place these receptacles in the Town Square. These receptacles are emptied by the Earth Maintenance Crew. In addition, the Fair has obtained permission for the use of various dumpsters within the community in addition to the ones that it provides.

### 15.4 Dumpster

Two 20 yard dumpsters, one 40 yard dumpster, one 8 yard dumpster are rented for the Fair from Alaska Waste. All trash is hauled away at the end of Fair by Alaska Waste. In keeping with GFF's commitment to recycling, there will also be a 20 yard dumpster for cardboard.

### 15.5 Latrines (port a potties)

GFF will provide ample latrines including handicap accessible latrines at strategic locations of the Forest Fair site placed within one to two days prior to the event. Number of latrines is based on the best estimate of fair goers and discussions with Rent-a-Can and current recommendations for additional handwashing stations based on other Alaskan Events.. Latrines will be monitored and emptied by Rent-a-Can – including the 3 Parks and Recreation toilets. The GFF sanitation crew also will empty the P&R trash containers provided next to the handwashing station.

## 16 Restoration Plan

A time will be scheduled with MOA Parks and Recreation personnel to perform a walk through the Forest Fair Park previous to the Friends of Forest Fair event and within 24 hours post event to identify any areas of restoration that need to be mitigated due to the impact of the Forest Fair.

## 17 Vendors

There are approximately 300 booth spaces available, at this time we anticipate around 300 vendor booths for this event. Concessions range from handmade arts and crafts to non-carnival type foods. Our vendor community consists of the following approximation:

- Kids Booths – 15%
- Arts Booths – 55%
- Senior Booths – 5%

- Non-profit vendors – 5%
- Food Booths – 20%

Vendor set up day is the day prior to the event and the Booth Coordinator is available to assist in vendor set up. Committee members and volunteers are encouraged to participate in helping with final event preparations during this day.

## 18 **Bear Awareness**

Due to issues with nuisance bears in previous years, Girdwood Forest Fair is raising awareness and placing more responsibility on food vendors and craft vendors selling items that may attract bears (lotions, tea, candles, etc) to help keep our community and wildlife safe.

Vendors will be personally responsible for securing and bear proofing their wares. Vendors who fail to do so will be reported to Fish and Wildlife authorities, and potentially fined. Girdwood Forest Fair will not invite vendors to return who do not practice due diligence in regard to bear safety.

The Girdwood Forest Fair will provide bear proof containers in the campground for campers and vendors to secure food.

## 19 **Friends of Forest Fair**

Every year on the weekend before Forest Fair, the annual Friends of Forest Fair work weekend event occurs where hundreds of volunteers show up to prepare the park for visitors. They rake and clear away the dead fall, clean up debris from the previous winter, fill potholes, and plant flowers in the Marlow Pavilion containers they built. Weed whacking and removal of cow parsnip in highly traveled areas is also performed during Friends of Forest Fair weekend. Alders are trimmed (fire mitigated) back to permit clear access in camping areas and frisbee golf areas.

With our last fair occurring in 2019, we expect this year to be catching up with overall maintenance of paths, weed whacking and trimming to get things looking good again.

Once the hard work has been completed to restore and maintain the Forest Fair park, the Forest Fair committee hosts a community barbeque to thank our tireless volunteers. This weekend is requested to be covered in the permit for park use and will be covered via the Insurance Policy.

## 20 Appendix

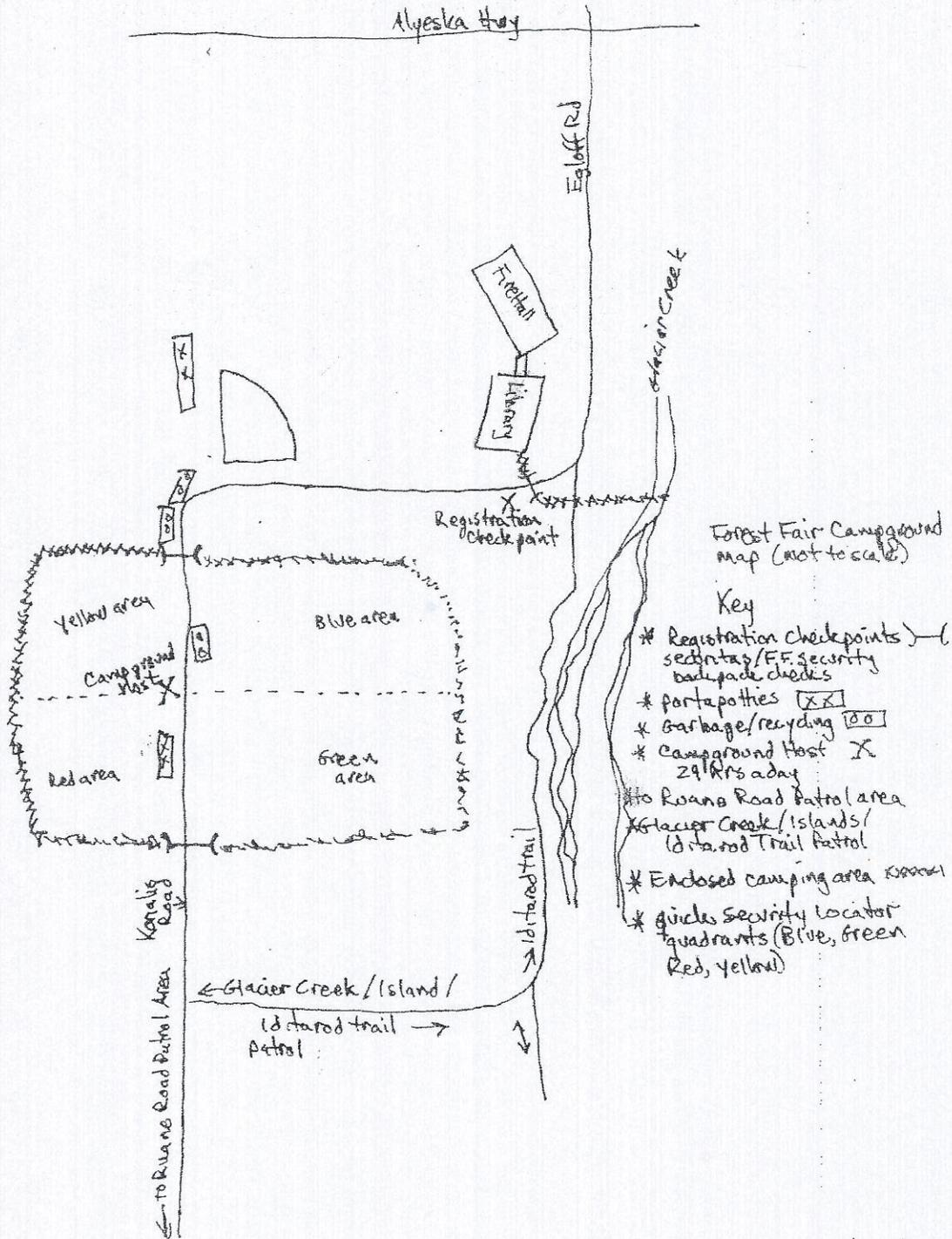
The following documents are for permitting the event.

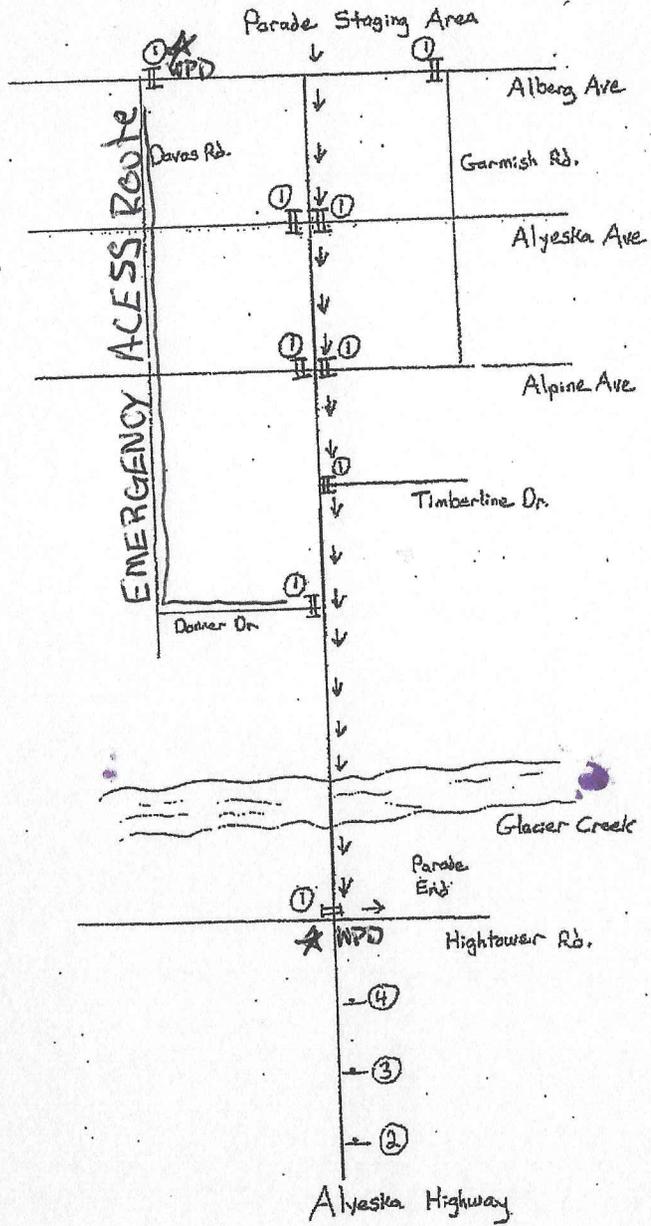
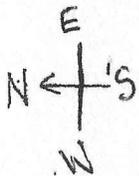
### Appendix Status Update

- Noise Permit
  - Submitting
- HLB Camping Permit
  - Discussions with HLB in progress. Completion expected per previous terms when insurance is completed.
- Camping Map
  - Expected same as 2019
- ABC Permit
  - In progress. Need insurance and TAM card info (lagging)
- GFF Insurance
  - In progress
- Additionally Insured
  - To be included per muni requirements
- Waste Management
  - Getting quote
- Fire Department
  - Discussion started. Siteplan needs additional review from Girdwood Fire and AFD
- Alyeska Resort Parking Agreement
  - Initiated discussions per previous agreement. Optimistic
- P&R Alcohol Waiver
  - N/A?
- Special Events Permit Request
  - Submitted
- P&R Waiver Request
  - To be requested similar to previous years due to GFF purpose and relationship with community
- Rent-a-Can
  - Quote in works. Additional coverage beyond previous year.
- Security Contract
  - Same company as 2019 similar coverage.
- GFF P&L Statement
  - Two years gone by - forensics in process
- Parade Permit - Fire Department
  - In progress
- Parade Permit – Right of Way
  - Submitting



## 2.2 Camp Ground Map





- ① Type II Barricades  
Road Closed 11-2 48"x30"
- ② Road Closed 1500 FT  
CW20-3C 48"x48"
- ③ Road Closed 1000 FT  
CW20-3B 48"x48"
- ④ Road Closed 500 FT  
CW20-3A 48"x48"

H - Type II Barricades

All signs will have High Level Warning Devices (Flags) a top.

→→→ - Parade Route

★ WPD-officers Stationed for Road Closure

Girdwood Forest Fair Parade  
Alyeska Highway Closure  
Saturday, July 8<sup>th</sup> 2018  
Parade Start - 10:00 AM

Traffic Control Services AK LLC  
19425 RICHNER RD  
Chugiak, AK 99567 US  
+1 9073176430  
jaq@tcs-ak.com

# PARKS & RECREATION REQUEST FOR FEE WAIVER

This form serves as your fee waiver application. Indicate the amount requested to be waived, person(s) making the request, and other information to assist in processing this request (supporting documents may be required.) In order to serve you better, we need to receive this request a **minimum of seven (7)** working days before your event.

## PROCEDURE TO APPLY FOR A FEE WAIVER FOR PARKS AND RECREATION FACILITIES

**The following items must be presented in order to begin processing your fee waiver request:**

- 1) Type or print all information on the **Request for Fee Waiver** form;
- 2) Provide a Letter of Intent and facility request form;
- 3) Attach a cost breakdown and support documentation for your request; and
- 4) Submit the above items to the manager of the facility requested.

### The Section Below is to be Filled Out by Customer Please

The Municipality of Anchorage, Parks & Recreation Department looks at the following criteria for considering a fee waiver approval:

---

Name: Forest Fair Committee

---

(Name of person and organization requesting waiver)

Facility to be used: Forest Fair Park

Date(s) of use: June 25-26, July 1,2,3 Time of use: 11am-11pm

Are you pursuing sponsorship from an entity(s) for your event/rental? No

What is the level of sponsorship? (cash donation, materials, food, volunteers) \_\_\_\_\_

What is the dollar value of the sponsorship? \_\_\_\_\_

Is your rental a public event? The Municipality of Anchorage may grant fee waivers to events that are open to the public only. Yes

Is there an admission fee, donations, or sales collected at the event? Beverage and T-Shirts sales

Will you have vendors selling items during your event, and if so, who? \_\_\_\_\_  
Arts and Crafts Vendors and food vendors

How does this event benefit the community? What is the focus of the event? Event for family, children or general community recreation? \_\_\_\_\_  
Community building activity for more than 300 local residents. All proceeds donated to local non-profits. (over \$250,000 in the past 10 years). Scholarships offered to local youth. Friends of Forest Fair help maintain Forest Fair park. Free admission event.

How have the organizers of your group volunteered/contributed, or in other ways supported Parks & Recreation? Has your group volunteered for other Parks & Recreation functions that have benefited the community such as Adopt-a- Park, clean up functions and other partnership functions? Which functions and when? \_\_\_\_\_  
Annual park cleanup, established the campground, built the Marlow Pavillion, installed stage at volleyball court, planted trees in park, volunteered and donated to children's park and Nissman Pavillion, paved paths in park, donated funds for rock work at baseball field and Marlow Pavillion.

Please provide the following information: Background information on company/activity, event beneficiary and explain the direct benefits to be realized by the community and Parks & Recreation. \_\_\_\_\_

The annual Forest Fair is one of the most well known events in Girdwood and central to the community identity as a four season resort town thus benefiting all Girdwood businesses and property owners. All proceeds go to local community non-profits. The Forest Fair committee organizes and leads the largest annual volunteer effort in the Girdwood valley bringing together neighbors, friends and newcomers to a common goal of celebration and community support. The Girdwood Forest Fair Committee maintains and improves the park grounds every year. \_\_\_\_\_

**TOTAL AMOUNT REQUESTED TO BE WAIVED:** Total amount per GBOS resolution 2016-16 \_\_\_\_\_

Prepared by: Karen Zaccaro Telephone: 907-382-0607

**The Section Below is to be Filled Out by Staff Please**

Deposit required \_\_\_\_\_ Permit Number \_\_\_\_\_  
Staff Comments and justification regarding waiver: \_\_\_\_\_

<u>Action Recommended</u>	<u>Amount Recommended</u>
Facility Supervisor _____	\$ _____
Section / Manager _____	\$ _____
Disapproved/Approved by _____	\$ _____

After submittal of the complete request, the review process will take a **minimum of seven (7)** working days . **PLEASE PLAN AHEAD AND DON'T WAIT UNTIL THE DAY BEFORE!**  
**Fee waivers not turned in with adequate processing time may automatically be denied.** You will be notified of the decision. If a fee is assessed, payment is due in full at the time you sign and pick up your permit.



Dear Heritage Land Bank Commissioners and Staff,

In December 2020, Girdwood Community Land Trust, submitted an application for areas within Holtan Hills and 1 parcel in the Girdwood South Townsite (6-076).

The purpose of this request was to help solve local land-use issues and have a dedicated location to undergo planning of permanent community projects. We needed an appraisal of the property to complete a business plan, which we recently received a copy of (March 2022). This information will now be incorporated into our Business Plan we look forward to completing and presenting at a future date.

Our community has spent a substantial amount of time and money regarding planning on HLB Parcel 6-076, in particular. This parcel is excess to municipal needs and deeply needed for local community needs, now and/or the future.

We asked in the December 2020 HLBAC meeting, with follow up question for our inclusion from Ron Tenny, to be listed in the 2021 Work Plan and were told it was too premature.

Since the time of our application, HLB Staff has now held 1 meeting with our board members in January 2022. In this meeting, the concept of a hostel was offered by HLB. While we were excited to hear about an idea that may provide some housing benefit, it does not fulfil our vision of working toward homeownership opportunities for the local workforce. For this reason, we humbly bring these suggested edits to your attention and request to be included in the adopted 2022 HLB Annual Work Plan.

**EDIT #1:**

**What it says:**

“HLB Parcels 6-016, 6-039 & 6-134 - Issue RFP for disposal of tract to be platted within these parcels for development and operation of a long-term stay hostel by a local nonprofit.”

**Requested Edit:**

HLB Parcels 6-016, 6-039 & 6-134 – Predevelopment and partnership discussions with local nonprofit, Girdwood Community Land Trust, for disposal of tract to be platted within these parcels for development of workforce housing project(s) and community garden(s).

**EDIT #2**

**What it says:**

HLB Parcels 6-076 & 6-134\* – HLB continues to receive interest in developing the areas documented in the Master Plan. Tract D-5 (HLB Parcel 6-134) has been approved by the HLBAC for disposal. Further evaluation is necessary prior to seeking Assembly approval.

**Requested Edit:**

(Similar to verbiage found for: HLB Parcel 4-013 – Lessee submitted an application for purchase, which Staff did not pursue in 2020. This will be offered to the lessee for sale in 2022 with approval of proposed code change allowing direct sale to those with long-standing interest in a property)

**Suggest Separation of the Parcels.**

HLB Parcel 6-076 – A local nonprofit, Girdwood Community Land Trust, submitted an application for purchase or donation in 2020, which Staff did not pursue. Predevelopment and partnership discussions between Girdwood Community Land Trust and HLB in 2022 for community identified needs.

(Remains the same as draft but listed separately) HLB Parcel 6-134 - HLB continues to receive interest in developing the areas documented in the Master Plan. Tract D-5 (HLB Parcel 6-134) has been approved by the HLBAC for disposal. Further evaluation is necessary prior to seeking Assembly approval.

Thank you for your time and consideration in this matter.

Girdwood Community Land Trust

2022 Board of Directors

[www.girdwoodlandtrust.com](http://www.girdwoodlandtrust.com)

# Municipality of Anchorage



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

*David Bronson, Mayor*

*GIRDWOOD VALLEY SERVICE AREA BOARD OF SUPERVISORS*

*Mike Edgington & Briana Sullivan, Co-Chairs  
Jennifer Wingard, Amanda Sassi, Guy Wade*

Via Email: [wwwhlb@anchorageak.gov](mailto:wwwhlb@anchorageak.gov)

April 7, 2022

Dear HLB Staff,

Re: GBOS initial comments on the draft 2022 Heritage Land Bank Annual Work Program & 5-Year Management Plan

The Girdwood Board of Supervisors (GBOS) is the duly elected Anchorage municipal board representing the residents and tax payers of Girdwood Valley Service Area in the provision of multiple local services, including Parks and Recreation, and is also recognized under AMC 22.40.035 as representing Girdwood in an equivalent capacity as a Community Council.

The Heritage Land Bank (HLB) is the largest land owner within the Girdwood Valley Service Area, and GBOS appreciates the close working relationship forged between the two bodies over the years on multiple critical projects, while recognizing that each entity has a distinct role within the broader Municipality. Specifically, GBOS represents the community of Girdwood whereas HLB has responsibility to the interests of citizens across the whole Municipality and to its own financial interests as a non-tax funded body.

This letter includes GBOS's initial comments to be included in Appendix G of the Work Plan ahead of consideration at the HLB Advisory Commission meeting of April 28<sup>th</sup>. It represents the outcome of detailed consideration of the HLB work plan at GBOS work sessions on March 16<sup>th</sup>, 2022 and March 29<sup>th</sup>, 2022 and a GBOS Special Meeting of April 5<sup>th</sup>, 2022 where the board voted 4 in favor and 1 against to provide these comments. GBOS may have additional comments to be presented later in the process before Assembly action.

The most important current HLB initiative within Girdwood is the Holtan Hills development, so we will address this first.

## Holtan Hills

HLB's own procedures recognize the need for a land use study before any major development or disposal. There has been no such land use study for this specific Holtan Hills proposal nor any land use study in the past decade for development of the Crow Creek neighborhood. GBOS strongly recommends that an updated land use study be performed which also reflects recent changes to housing market. This study should include impacts on workforce housing if this project goes forward.

GBOS also has a fundamental concern that the basis for the original RFP was to provide residential housing that met the needs of the Girdwood community, yet the project as currently proposed is for Land Developmental alone, with no

specific linkage to residential housing. Specifically, there is no public information on how any resultant housing would meet the needs of current and future Girdwood residents rather than non-resident second homeowners.

Community members have also expressed concern about maintaining trail buffers and the character of the trails that are adjacent to the development.

### General comments

GBOS was concerned by several sections of the document which raise a question about HLB's acceptance of the outcome of the Girdwood public process or a lack of intent to respect plans emerging from the community.

Specifically:

- Closure of HLB land (p17). While GBOS acknowledges that HLB, as the landowner of record, has the right to close land as they see fit, almost all land HLB holds in Girdwood is part of the broader natural recreational resources of the community. A narrow assertion of HLB "ownership" and the threat of land closure is in conflict with both the goal of managing land as an asset to the wider community and a threat to the basic economic driver of Girdwood as a recreational community. This is perhaps a timely reminder that either an open public access agreement should be reached for the bulk of HLB land in Girdwood, or a transfer to a Municipal entity that has expertise and focus on recreational land management.
- Girdwood Trails and Natural Space Plan (p17). The plan indicates that HLB has "grave concerns about some of the proposed projects" and "will provide a detailed Staff Report to HLBAC". There was an opportunity for formal feedback during the Public Comment period on the earlier draft plan and that opportunity will be provided again in any future draft plans. We encourage HLB staff to productively engage in the *development* of the plan through the public process.
- *"Natural spaces have been removed from the plan. HLB will pursue Natural Space Plans for conservation areas on HLB lands separately."* (p17)  
This language reads as if HLB intends to ignore future formal plans from the community. There is currently no locally adopted plan, only a version being drafted and, as described above, there will be future opportunity for public comment before local acceptance. Further, as a Municipal entity, HLB has the additional privilege of providing a Staff response during the process of formal Municipal plan adoption.
- HLB Signage Plan (p17) This section as written appears dismissive of Girdwood's broader interests in adopting a coherent and cohesive look-and-feel to the recreational trail facilities across the community.

### Other HLB Management Priorities

GBOS especially welcomes the following commitments from HLB:

- *"Enhance community trust and support for HLB functions and activities by ensuring a **transparent, accountable process for proposals**, and carefully documenting the decision-making process with **timely and proper outreach and notice.**"* (p18)

Unfortunately, many members of the public have become suspicious of HLB's motives due to certain actions over the past couple of years which appear to disregard those who are impacted most. We welcome a commitment to greater transparency and accountability, and urge this to include permit actions as well as land disposals.

- ***“Position HLB lands in Girdwood in a manner consistent with community-based, adopted plans and HLB goals for development and conservation.”*** (p19)  
GBOS supports this priority, although it does appear to be in conflict with some of the specific comments in the previous sections. We welcome a clear commitment to consistency with all community-based, adopted plans.
- ***“Periodically review and consult with municipal agencies and community councils to determine their need for HLB land to fulfill municipal purposes. When a municipal agency is in need of HLB land, that agency may submit an application, which will then be processed to a final decision.”*** (p19)  
As described above, much of the HLB land in Girdwood is critical to the recreational resources – both formal and informal – that form the existential environmental context of the community. As such, HLB should proactively review their own inventory, and where the only practical use of Girdwood land is in its recreational utility, consider conveyance to other Municipal departments which specialize in recreational land management.

GBOS has concerns, similar to those described earlier about the following stated priority:

*“As future projects in the Girdwood Valley develop that could negatively impact primitive open space, periodically review and consult with Municipal agencies and the Girdwood Community to assess potential impacts and ways to mitigate those identified.”* (p19). The language of this priority, especially the language highlighted in the HLB work plan and reproduced exactly here, could easily be perceived as being provocative, adopting similar terminology which was removed from an earlier draft of the Girdwood Trails Plan. While this may be entirely coincidental, it further undermines the community’s trust that HLB respects Girdwood’s public process and will follow *“community-based, adopted plans”*.

**Trespass remediation**

GBOS acknowledges that HLB land has been damaged by unauthorized use of machines and supports HLB’s efforts to prevent additional damage. However, we would urge those efforts to have minimal visual impact, so use of natural rocks etc. would be preferable to visually intrusive approaches such as high fencing.

Thank you for consideration of these specific comments and we look forward to providing additional responses as the HLB Work Plan moves towards Assembly adoption.

Briana Sullivan  
Co-Chair’s, Girdwood Board of Supervisors

Mike Edgington

**Municipality  
of  
Anchorage**



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

*David Bronson, Mayor*

*GIRDWOOD VALLEY SERVICE AREA BOARD OF SUPERVISORS  
Mike Edgington and Briana Sullivan, Co-Chairs  
Jennifer Wingard, Amanda Sassi, Guy Wade*

**Resolution 2022-05**

**Of the Girdwood Board of Supervisors**

**A RESOLUTION IN SUPPORT OF ASSEMBLY REAPPORTIONMENT MAPS 6 AND 11**

**WHEREAS**, the Girdwood Board of Supervisors has reviewed the final 4 maps under consideration for reapportionment within the Municipality of Anchorage; and

**WHEREAS**, parity of population and contiguousness of the district (considering unpopulated areas of the Municipality of Anchorage as discontinuous) are important factors in determining reapportionment; and

**WHEREAS**, Map 6 v2 and Map 11 v2 create districts that represent a balance of population and geographic compactness and contiguousness;

**THEREFORE**, the Girdwood Board of Supervisors supports either Map 6 v2 or Map 11 v2 for adoption by the Anchorage Assembly.

Passed by a vote of 4 to 1 this 28<sup>th</sup> day of February 2022.

Mike Edgington, GBOS Co-Chair

Briana Sullivan, GBOS Co-Chair

# Municipality of Anchorage



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

**David Bronson, Mayor**

**GIRDWOOD VALLEY SERVICE AREA BOARD OF SUPERVISORS**  
*Mike Edgington and Briana Sullivan, Co-Chairs*  
*Jennifer Wingard, Amanda Sassi, Guy Wade*

## Resolution 2022-08

### Of the Girdwood Board of Supervisors

#### **A RESOLUTION IN SUPPORT OF THE ALASKA REDISTRICTING BOARD SENATE PAIRING MAPS 1 OR 2, AND OPPOSITION TO SENATE PAIRING MAP 3 OR ANY SIMILAR PROPOSED PAIRINGS WHICH COMBINE EAGLE RIVER AND GIRDWOOD**

**WHEREAS**, the Girdwood Board of Supervisors (GBOS) is the duly elected Anchorage municipal board representing the residents and tax payers of Girdwood Valley Service Area in the provision of multiple local services, and is also recognized under AMC 22.40.035 as representing the Girdwood community in an equivalent capacity to a Community Council; and

**WHEREAS**, the Alaska Redistricting Board issued a 2021 Proclamation of Redistricting on November 10, 2021; and

**WHEREAS**, several legal challenges were filed to the 2021 Proclamation and, after rulings by the Superior and Supreme Courts, the Alaska Redistricting Board is now reconsidering senate pairings for the Anchorage area; and

**WHEREAS**, GBOS reviewed the proposed senate pairing plans (Maps 1, 2 & 3), which were the Alaska Redistricting Board's adopted draft senate pairing plans as of April 5<sup>th</sup> 2022; and

**WHEREAS**, maps 1 & 2 maps combine the geographically contiguous and culturally & socio-economically coherent communities of the Hillside, South Anchorage and Turnagain Arm/Girdwood/Whittier into senate seats; and

**WHEREAS**, map 3, or any similar map which combines Turnagain Arm/Girdwood with Eagle River, does not combine communities of similar interests, nor in any meaningful sense are the house districts contiguous, requiring traversing the width of the roadless Chugach Mountain Range to get from the northern to southern communities.

**THEREFORE**, the Girdwood Board of Supervisors supports the senate pairings represented by maps 1 or 2, and opposes the senate pairings represented by map 3, or any similar proposal that combines Eagle River with South Anchorage/Hillside/Turnagain Arm/Girdwood.

Passed and approved by a vote of 5 in favor to 0 against this 5th day of April 2022.

Mike Edgington, GBOS Co-Chair

Briana Sullivan, GBOS Co-Chair

# **GIRDWOOD BOARD OF SUPERVISORS RULES & PROCEDURES**

Adopted: September 20, 2004

Revised and approved ~~April 2022~~ January 2022

## **I. ESTABLISHMENT AND GENERAL POWERS OF GIRDWOOD BOARD OF SUPERVISORS**

- A. The Girdwood Valley Service Area was established by Anchorage Municipal Code (AMC), Chapter 27.20.110 Girdwood Valley Service Area Board of Supervisors, as follows:
  - a. There is established a board of supervisors for the Girdwood Valley Service Area consisting of five (5) persons elected in accordance with the provision of this chapter. The board shall be constituted and shall function in the manner prescribed in this chapter [AMC, Chapter 27.20] in the exercise of fire prevention and protection, street construction and maintenance, solid waste collection, parks and recreation services, cemetery planning, operations, & maintenance, public safety, and utilities.
- B. The Girdwood Board of Supervisors (hereafter “GBOS”) shall consult with and advise the Anchorage Assembly (hereafter “Assembly”) and Mayor concerning the administration of the affairs of the service area and the services that are being provided.
- C. The Mayor shall consult with the GBOS in preparing the annual budget for the service area, and the comments and suggestions of the GBOS concerning the budget shall be transmitted to the Assembly for its consideration.
- D. AMC 27.10.040 Operation of service areas with boards of supervisors states: In a service area with a board of supervisors, services shall be provided in the service area by the departments, if any, designated by the ordinance establishing the service area and designating the power to be exercised within the service area subject to the advice and recommendations of the board of supervisors established pursuant to AMC Chapter 27.20. AMC 27.10.040 also states that the board of supervisors shall supervise the furnishing of special services in the service area in the manner prescribed by the ordinance establishing the service area and designating the power to be exercised within the service area. Except as otherwise provided by ordinance, the administration of the Municipality of Anchorage (hereafter “MOA”) may prescribe rules, procedures and guidelines to be followed in furnishing services and expending moneys in service areas where boards supervise the furnishing of services (A.O. No. 82-49).
- E. Assembly Ordinance AO 2003-113 approved August 12, 2003:

The Girdwood Board of Supervisors is designated as the Girdwood Community Council ex-officio by the Anchorage Municipal Assembly. Because of this, Girdwood is not recognized as a Community Council District in Municipal Code 2.40.040.D – Establishment of community council districts. With the adoption of 2.40.035.B on August 12, 2003, the Girdwood Community Association Rules and Bylaws were over-ruled and suspended.

Municipal Code 2.40.035.B Recognition of community councils; special ex officio community council recognition for Girdwood Board of Supervisors, states: “Girdwood recognized; special provision. The municipality recognizes the Girdwood Board of Supervisors as the community council, ex-officio, which serves the Girdwood Community Association/Land Use Committee boundary area depicted on Map 10 located in section 2.40.090.”

- F. The Girdwood Valley Service Area (GVSA) Administrative Officer (hereafter “Secretary”) will take minutes during all GBOS meetings, type and post agendas and minutes, complete correspondence and other duties as directed by the GBOS Chair or Co-Chair (hereafter “Chair” or “Co-Chair”). The Secretary is not a member of the board and holds no voting rights. The Secretary should not take part in discussions, comment on, or ask questions of any GBOS member (hereafter “Member”) or public during discussions or presentations, except on matters of clarification for the minutes.
- G. The Secretary shall be responsible for posting all items requiring public notice on the GBOS website and at the Girdwood Branch of the US Post Office, the Girdwood Library, and the Girdwood Community Center per the timeline required for each type of notice.

## **II. RULES OF PROCEDURE FOR THE GIRDWOOD BOARD OF SUPERVISORS (GBOS).**

The following information addresses specific organization of the Girdwood Board of Supervisors. Any items not addressed are to be handled in accordance with Robert’s Rules of Order.

### **Article 1: MEMBERSHIP.**

- A. The GBOS shall consist of five (5) elected Members.
- B. The elected Members are elected officials, thus subject to the MOA laws governing removal from office. Generally stated:

**Meeting Absences:** A Member intending to be absent at a Regular Meeting shall request from the Chair or Co-Chair to be excused in advance of the meeting from which he will be absent.

**Recall Procedure:** Grounds for recalling a MOA elected official are incompetence, misconduct in office and failure to perform prescribed duties. Those wishing to recall an elected official are to contact the Municipal Clerk.

**Declaration of Vacancy:** Vacancy of a seat shall occur on the failure of a Member to:

1. Attend three (3) consecutive Regular or Special Meetings or Work Sessions without an excused absence from the Chair or Co-Chair;
2. Attend a two-thirds (2/3) majority of the Regular and Special Meetings, Work Sessions, Executive Sessions and GBOS Public Hearings during any calendar year without an excused absence from the Chair or Co-Chair.

Filling the vacancy will be done in the following manner:

1. Public notice of seat vacancy will be posted as outlined in Section I, G for a minimum of fourteen (14) full days stating specific Seat Vacant, Term, and requesting that a brief resume from those interested in filling the seat be submitted to the GBOS by a specified closing date.
2. Within seven (7) days of the closing date for resumes, the GBOS will meet in Executive Session to make a recommendation to be forwarded to the Mayor, along with all other resumes received.
3. The Mayor will then make an appointment to fill out the term of the seat left vacant.

C. Resignation by a Member will be done in the following manner:

1. Member submits signed letter of resignation to the Chair or Co-Chair and to the Mayor concurrently.
2. Public notice of seat vacancy will be posted as outlined in Section I, G for a minimum of fourteen (14) full days stating specific Seat Vacant, Term, and requesting that a brief resume from those interested in filling the seat be submitted to the GBOS by a specified closing date.
3. Within seven (7) days of closing date for resumes, the GBOS will meet in Executive Session to make a recommendation to be forwarded to the Mayor along with all other resumes received.

D. At the time of a new Member's election or appointment to a GBOS seat, the Secretary shall prepare a notebook for the Member. The notebook shall contain: the current GBOS Rules and Procedures, copies of all GBOS minutes and attachments from the previous six (6) months, a copy of any current/pending correspondence or agenda, a calendar of all scheduled meetings for the next six (6) months, a copy of the Girdwood Area Plan, a copy of the Turnagain Arm Management Plan and anything else that the Chair or Co-Chair may direct the Secretary to insert.

**Article 2: COMMITTEES.**

**The Girdwood Board of Supervisors has established the following Standing Committees:**

- A. Land Use Committee:** There shall be a Land Use Committee (hereafter “LUC”) which shall function as an advisory committee to the GBOS on all Girdwood Land Use issues. The LUC shall operate in accordance with the Girdwood Land Use Committee Operating Principles as approved by the LUC and amended as needed.

The LUC is a one-person one-vote organization, whereas GBOS business is voted upon by only the 5 board members. In consort with the ideals of community councils being the voice of the people with one-person one-vote, the LUC is designated by the GBOS to be the public hearing process for the GBOS. In the event that the voting in LUC and GBOS do not match each other, the rules under **Voting Conclusions**, Article 6, Section E will be followed.

It is intended that, on all matters involving Conditional Use Permits, Vacation Applications and Easement Applications the LUC will “hear” the matter first, and then, in accordance with the GBOS policies for these items, will send forward to the GBOS its recommendations and/or vote on the matter. Once the LUC has sent forward to the GBOS its recommendations on a given matter, that matter may then be put on the next available GBOS agenda for GBOS discussion, vote and action or recommendation to the appropriate MOA department or authority. All effort shall be made for Girdwood land use type issues to be heard before the LUC first and voted upon by members. However, given time constraints with the MOA Planning Department, it may not always be possible for an issue to go before the LUC. In this instance, such issues will be heard before the GBOS and their recommendation will be sent forth to the MOA Planning Department, with the caveat that time did not permit the issue to be heard and voted upon by the LUC.

- B. Trails Committee:** Given the importance of local and regional trails in the Girdwood valley, there shall be a Trails Committee which shall function as an advisory committee to the GBOS on all matters related to trails in the Girdwood valley. The Trails Committee shall operate in accordance with procedures adopted by the Committee, approved by the GBOS and amended as needed.
- C. Public Safety Advisory Committee:** Given the complexity of contracting and liability, and desire to have local control over policing in Girdwood, the Public Safety Advisory Committee was formed. The Public Safety Advisory Committee shall function as an advisory committee to the GBOS in all matters related to policing and public safety in the Girdwood valley. The Public Safety Committee shall operate in accordance with procedures adopted by the Committee, approved by the GBOS and amended as needed.

- D. Cemetery Committee:** The Girdwood Cemetery Committee was created in 2017 after Girdwood Valley Service Area voters approved taxing Girdwood property owners for the purpose of creating, operating, and maintaining a cemetery in Girdwood.

**Ad Hoc Committees:**

The Girdwood Board of Supervisors may designate Ad Hoc Committees for the purpose of researching plans or projects. Ad Hoc Committees are temporary groups, which will retire once the project is complete or the concept is tabled by GBOS. An Ad Hoc Committee may become a formal Committee of the GBOS if the project becomes part of the Girdwood Tax Service. Ad Hoc Committee meetings are required to follow GBOS posting and public notice as outlined in Section 1, G.

Examples of current and past Ad Hoc Committees of the GBOS include: Girdwood Area Plan Update Committee, Turnagain Arm Service Coalition (TASC), and Girdwood South Townsite Area Plan Update Committee. Ad Hoc Committees are expected to report to GBOS at the monthly regular meeting.

**Subcommittees:**

The Standing Committees described above may create Ad Hoc Subcommittees for the purpose of working on specific projects of that Committee.

**Article 3: MEETINGS.**

- A. Regular Meetings:** Regular Meetings will be held on the third Monday of each month unless changed due to unforeseen circumstances or holidays. The meeting will start at the published time and will adjourn at ten (10) p.m. except, the meeting may be extended for up to one hour by a majority vote of the Members present. The meeting will not extend beyond eleven (11) p.m. The first order of business will be to approve the minutes of the previous Regular Meeting, and the minutes of any Special Meetings or Work Sessions, if deemed necessary, held in the monthly interim. Each agenda item is limited to a maximum of sixty (60) minutes of discussion unless the duration is extended by a majority vote of the Members present.
- B. Special Meetings:** Special Meetings may be called by the Chair or Co-Chair or by a quorum of the other Members. A minimum of twenty-four (24) hours' notice of meeting must be given to each Member and the Secretary. The Special Meeting must be posted at the Girdwood Post Office at least twenty-four (24) hours before the time set for meeting.
- C. Work Sessions:** Work Sessions may be called by the Chair or Co-Chair and/or any two Members at any time to discuss problems and plans. All Members and the Secretary must be notified under the same conditions as Special Meetings. No formal transactions may be decided upon at Work Sessions. At the Chair's request, Work Sessions shall be electronically recorded by the Secretary; written

minutes shall not be produced unless the Chair or Co-Chair decides a compelling reason exists for written minutes.

- D. Executive Sessions:** Executive Sessions may be called by a vote of the majority (a quorum) of Members taken at a public meeting. The public and the Secretary are excluded from an Executive Session; however, the session must be recorded, with the Chair or Co-Chair taking possession of the recording. The only subject(s) that may be discussed in an Executive Session are those that are stated in the motion to go to Executive Session, and no matter shall be voted in Executive Session. The following matters may be discussed in an Executive Session: subjects that tend to prejudice the reputation and character of any person, including personnel matters, and matters which by law, or MOA Charter or ordinance, are required to be confidential.
- E. Public Meetings:** All meetings of the GBOS shall be open to the public except for Executive Sessions.
- F. Public Notice:** The Secretary will post the agenda as outlined in Section I, G at specified locations for Regular Meetings seven (7) days in advance. Additional agenda items must be posted forty-eight (48) hours in advance to be considered for action at a meeting.
- G. Open Meetings Act:** The GBOS is subject to the Open Meetings Act: see Article Six of the Administrative Procedures Act; A.S. 44.62.310-312. GBOS will provide twenty-four (24) hours notice by posting as described for Special Meetings, for all events and gatherings where more than two (2) supervisors are reasonably expected to be in attendance.
- H. Quorum:** Three or more GBOS Members attending the meeting, either in person or remotely, shall constitute a quorum.
- I. Agenda Items and Meeting Materials:** There shall be a public comment period during every meeting to allow the public to address items not on the agenda. Individual public comment will be limited to three minutes maximum per person.
- a. Meeting materials, as practicable, will be assembled and made available to the public at least twenty-four hours before a meeting.
  - b. Items of business other than standing items or reports shall be assigned to a Member. This Member will introduce the item and will work with any petitioner to ensure materials are prepared and available for the meeting. Items referred from a Committee or Subcommittee will be assigned to the Member with that responsibility, otherwise the Chair or Co-Chair(s) will assign the item to a Member.

**J. Minutes:** The minutes of meetings will be typed and posted within twenty-one (21) days of a meeting. The posted minutes shall state if they are draft or final version.

- a. Minutes from Executive Session meetings will not be typed or posted.
- b. Executive Session meetings will be recorded. The Chair or Co-Chair will take possession of the recording and will ensure that the recording is placed in a dated, sealed envelope with an "Executive Session" label on the outside of the envelope. The Chair or Co-Chair shall deliver the sealed recording to the Secretary for locked storage in the GBOS offices. The Secretary shall also maintain a written log of the existing Executive Session recordings. Only by Resolution of the majority of the Members can a sealed Executive Session recording be opened.

**K. Physical and remote attendance:**

- a. Meetings may be held in person or virtually, or remotely. An in-person meeting is held in a public setting with a physical location and may also provide for remote attendance. A virtual meeting is one held with no physical location and all persons participate by remote attendance.
- b. Attendance: Remote attendance by telephone, virtually or through any remote means. Physical attendance is defined as a member being physically present at the location where the meeting is noticed as being held in a public setting.
- c. Means of Remote Participation: Remote participation under this section shall include any means through which a member may participate remotely, to include being able to engage in discussion and being audible to all persons participating in the meeting. The member participating remotely must have the ability to obtain the meeting agenda and other pertinent documents to be discussed and/or acted upon.
- d. Public In-Person Participation: If one or more members participates in-person in a public setting, then the public must also be granted reasonable in-person access to the meeting.
- e. In-Person Meeting: The chair or a majority of the members may schedule an in-person meeting.
- f. Public Notice: The public notice of the meeting must indicate whether the meeting is to be held in person, virtually, or remotely. If held in person, the notice shall indicate if remote attendance is available. The public must have an opportunity to participate by similar or alternative means as the board.
- g. Emergency: When the assembly, mayor, governor or federal government has declared an emergency, all boards may provide for remote attendance by members and provide for remote access by the public to the extent reasonable under the circumstances of the emergency.

**Article 4: OFFICERS.**

- A. Chair:** A Chair shall be elected to a one (1) year term by the Members every April or at any time membership changes by election or appointment. At the wish of the GBOS, this office may be held by two (2) elected Co-Chairs who will share in the duties enumerated in this Article. The duties of the Chair or Co-Chair are:
1. Preside over all GBOS meetings; and
  2. Call Special Meetings; and
  3. Notify Members and Secretary of the time, place, and date of all meetings; and
  4. Give input and vote; and
  5. Solicit from Members agenda items and develop monthly agenda; and
  6. Appoint Acting Chair or Co-Chair in his/her absence or conflict of interest; and
  7. Be proactive in working with MOA agencies and other Members; and
  8. Execute all documents requiring GBOS signature.

**Article 5: AREAS OF RESPONSIBILITY.**

- A.** The GBOS' defined Areas of Responsibility are as follows:
- a. Roads Maintenance
  - b. Utilities
  - c. Land Use
  - d. Parks and Recreation
  - e. Public Safety
  - f. Cemetery
  - g. Fire Department

Each of the five (5) individual Members shall "oversee" the Areas of Responsibility as delegated in Executive Session annually.

- B.** Selection of Areas of Responsibility will be based on seniority on the GBOS and will be chosen or assigned at the same time as election of the Chair or Co-Chair. In the case where seniority of members is equal and a decision cannot be reached, the Chair or Co-Chair may appoint.
- C.** Members are expected to attend Committee meetings, respond to community requests and report into the record at the Regular Meetings on their area of responsibility. The Supervisor overseeing the Fire Department, or their designee, is required to attend GFRI Board of Directors meetings.
- D.** Members are expected to advise on the MOA budgets related to their areas of responsibility. Members shall maintain reference information related to their areas of responsibility in an organized fashion and, where appropriate, shall pass this information on to their successor.

- E. Members are also expected to stay current on and to participate in the day-to-day communications between Members and between Members and GBOS Secretary. It is also expected that the communications between Members and between Members and the GBOS Secretary will be done in a cordial and business-like manner, regardless of an individual Member's position on an issue or an individual Member's affiliations or general beliefs. See also, Section II, Article 1 (B) regarding Recall and Vacancy.

#### Article 6: VOTING.

- A. Conflict in Interest: No Member may vote on any question(s) upon which they have a direct or substantial but indirect financial interest. Any Member who has a conflict is to state this publicly and may request to be recused from the vote. Members may not abstain from voting without suppling a reason that is accepted by a majority of the GBOS members.
- B. Reconsideration of Action: for reconsideration of any action taken by the GBOS, any Member on the prevailing side of a vote may move to reconsider immediately at the meeting in which the vote was taken or within twenty four (24) hours of the original vote. Notice to reconsider must be filed with Secretary; a second from any member must be filed with the Secretary within twenty-four (24) hours. Motions to reconsider take precedence and must be the first order of business at the next meeting of the GBOS. The result of the Motion to Reconsider vote will take precedence over the original vote.
- C. Motions. All motions must be stated in the positive.
- D. Tie Votes: Upon a tied vote, the GBOS will take one (1) revote immediately. If the tie vote remains, the motion fails.
- E. Voting Conclusions: The community's stated objective is to provide unified statements and recommendations from the Girdwood community. (Conditional Use Permit has its own resolution process.) However, three possibilities exist regarding agreement between the Girdwood Board of Supervisors and the Land Use Committee:
  - a. **Consensus:**  
The Girdwood Board of Supervisors votes in accordance with the Land Use Committee recommendations. In this case, all recommendations of the Girdwood Board of Supervisors shall include the official actions of the Land Use Committee without changes. The Girdwood Board of Supervisors may include additional supporting information and comments when sending forth the actions of both groups.

**b. Not in agreement; no time restriction:**

The Girdwood Board of Supervisors does not vote in accordance with the Land Use Committee recommendations and the requirement to report forth on the issue is not time restricted. In this case, the Girdwood Board of Supervisors will provide a written explanation of the dissenting GBOS action to the Land Use Committee, and will provide any and all additional and/or new information pertinent to the issue being considered, and request that the Land Use Committee reconsider their action in view of the additional and/or new information. An issue can be sent back to the Land Use Committee one (1) time for reconsideration by the LUC, and the issue in question must appear on the following month's Land Use Committee agenda.

**c. Not in agreement; time sensitive:**

The Girdwood Board of Supervisors does not vote in accordance with the Land Use Committee recommendations and the requirement to report forth on the issue is time restricted. In this case, the Girdwood Board of Supervisors will provide a written explanation of the dissenting GBOS action to the Land Use Committee, and in sending the recommendations forward, will include the official actions of the Land Use Committee without changes, along with the official actions of the Girdwood Board of Supervisors and any relevant comments.

The Girdwood Board of Supervisors may also request an extension for advisory comments to be made, in which case the issue of dissent may be referred back to the Land Use Committee as described in "b" above.

**Article 7: PUBLIC HEARINGS.**

- A.** The Chair or Co-Chair is responsible to open the Public Hearing on a specific agenda item and to assign a timekeeper. Usually the timekeeper will be the Secretary.
- B.** All persons offering comment must state their full name and address.
- C.** Public Comment is limited to three (3) minutes per individual on the first round of comments. After all who wish to speak have had an opportunity, members of the public may request an additional one (1) minute to comment.
- D.** A Petitioner is limited to ten (10) minutes. The Petitioner may reserve any portion of that time for rebuttal at the end of the Public Hearing.

- E. Persons wishing to comment in excess of allotted time must make a request to the GBOS for approval.
- F. The Chair or Co-Chair may close the Public Hearing after all who wish to speak have had an opportunity to do so. A majority vote of the GBOS may reopen the Public Hearing.

**Article 8: PRESENTATIONS.**

- A. All those wishing to give a presentation at a GBOS meeting shall be directed by Members or the Secretary to make a timely request to the Chair or Co-Chair to be placed on the next available GBOS Agenda.
- B. All those making a presentation to the GBOS shall provide the following prior to the presentation:
  1. Name of the person giving the presentation, contact numbers and addresses; and
  2. Description of issue(s) to be covered in the presentation, including deadlines, if relevant;
  3. If requesting GBOS action, provide a sample resolution or letter; and
  4. Presenters will need to make their own prior arrangements for video and/or other displays.

**C. Issues Needing A Vote** – Issues needing a vote (action items) require a minimum of two presentations at two different meetings at least a month apart. At the first meeting the issue will be introduced as new business with as much information as possible and requested. This provides the community with enough time to digest the information and come to the next meeting with an informed opinion prepared for a vote. The second meeting presentation will provide all information necessary to visualize and comprehend the entire nature and scope of the project and any other special requirements. An exception may be an issue of extreme importance of a timely nature beyond the control of the principals and/or representatives, in which case only one meeting is necessary and the rules for second presentation apply. Petitioners requesting relief from the two meeting presentation requirement must be able to provide adequate answers to these questions in writing, prior to the meeting:

- What is the due date for this action?
- When did you become aware of the need for this action and the due date?
- Why do you need relief from the two meeting requirement for action on your item?

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**D. Conclusion of Business and Guidelines for Process** – There are three conclusions that may be used for deciding the outcome of a petitioner’s

presentation. Land Use, Trails, Cemetery, and Public Safety Advisory Committees can vote to recommend that the GBOS write a:

- Letter of Objection:** When the vote is not in favor  
**Letter of Non-Objection:** When the vote is in favor, with no strong opinion or cause to write a:  
**Resolution of Support:** Used when the issue is of great concern and importance to the community.

A specific request of either a Letter of Non-Objection (LONO) or Resolution of Support should be provided to the GBOS Secretary by the petitioner, along with draft language to be included in the document. The draft language will be updated to reflect the ideas and outcome of the committee discussions. If a Letter of Objection is to be written, the GBOS Secretary and members of the Land Use, Trails, Cemetery, or Public Safety Advisory Committees will draft the document for GBOS consideration and approval.

#### **Article 9: BUDGET PROCESS.**

- A.** The Mayor shall consult with the GBOS in preparing the annual budget for the service area, and the comments and suggestions of the GBOS concerning the budget shall be transmitted to the Assembly for its consideration (AMC 27.20.050).
- B.** The GBOS shall review and approve the budget using the following procedures and schedule:
1. At the regularly scheduled GBOS meeting in the Third Quarter (no earlier than July 1) of each fiscal year, the GBOS will introduce the proposed Girdwood Service Area operating budget for the coming fiscal year, January 1 through December 31. The proposed budget is developed combining the respective budgets from Fire Department, Parks and Recreation, Cemetery, Public Safety and Road Maintenance divisions. The budget may also contain additional budget items suggested by the GBOS or the community.
  2. During a period of at least forty-six (46) days, beginning on the day of the budget introduction, at least two (2) Public Hearings on the proposed Service Area operating budget will be held. Public Hearing dates will be announced during the introductory budget meeting and will be posted as outlined in Section I, G under the same conditions as Special Meetings.
  3. After the last Public Hearing the GBOS will vote on and make advisory modifications, if necessary, to the proposed Girdwood Service Area Budget and transmit the budget document to the MOA Office of

Management and Budget no later than the beginning of the last full week in the Third Quarter (end of September).

4. The final Girdwood Service Area budget will be presented to the Service Area in the beginning of the Fourth Quarter (October) at which time a final Public Hearing will be held on the final budget document. After the final Public Hearing the GBOS will vote on and make advisory modifications, if necessary, to the final Service Area Budget and return the document to the MOA Office of Management and Budget who will transmit the final Service Area Budget to the Mayor for review and then to the Assembly for approval.

**Article 10: POLICY/PROCESS FOR VACATING RIGHTS OF WAY AND EASEMENTS.** (Adopted 11/16/1998, revised 5/21/2001)

- A. Pursuant to the requirements of AMC, Title 21.15.130.A, no petition for vacation should be favorably acted upon by the GBOS unless the Petitioner demonstrates to the GBOS that the area to be vacated is of no further use to the MOA and the Girdwood Service Area.
- B. It will be the responsibility of the Petitioner to provide to the GBOS the information required by AMC, Title 21.15.130.B. Sufficient information will be provided to allow the GBOS to evaluate not only the impact on the subject parcel(s), but also all parcels benefiting from the dedication, which is to include adjacent properties. Maps shall be provided as required by AMC, Title 21.15.130.B.2.b, including the location of all known public improvements within the area being vacated.
- C. The burden of proof that the vacation has no adverse effect on the MOA and on the Girdwood Service Area rests with the Petitioner. Should the GBOS recommend approval of a vacation petition, it shall list findings of fact supporting the vacation. The findings of fact will at a minimum:
  - i. Demonstrate the property to be vacated is of no further use to the MOA.
  - ii. Demonstrate that the transfer of the vacated parcel will not adversely affect the maintenance and operation of present and future uses, including utility placement, pedestrian and trail use, snow removal and storage, and drainage.
  - iii. Show that the vacation is in compliance with all adopted and proposed plans affecting the area either directly or indirectly. Such plans will include, but not be limited to the Girdwood Area Plan, the Official Streets and Highways Plan, Subdivision and Land Use Regulations listed in AMC Title 21, the Anchorage Area Wide Trails Plan, The Girdwood Trails Committee Plans, the Girdwood Commercial

Area and Transportation Master Plan and other plans deemed appropriate with respect to the area affected.

- iv. Give consideration to access for public safety officers, emergency medical services, and firefighters. The Girdwood Volunteer Fire & Rescue, Inc. (hereafter "GVF&R") shall be consulted before right of way or easement vacations are granted. The written opinion of the GVF&R shall be included with all petitions for vacation of rights of way and/or easements.

- D. The GBOS shall not consider previously vacated Rights of Way as justification for recommending approval of a specific vacation petition. Each petition shall be addressed in its own right.
- E. This policy is to be utilized when evaluating vacation of Rights of Way or Easements only. A separate policy will be proposed for variance requests. Encroachments in the Rights of Way and Easements will require vacation petitions.

#### **Article 11: CORRESPONDENCE FROM THE GBOS.**

- A. Only the Chair or Co-Chair(s) have the authority to sign letters on behalf of the GBOS unless they delegate the signing authority to the relevant supervisor.
- B. The individual(s) drafting a letter should send the draft to the Secretary via e-mail. The Secretary may send the draft to the Members via e-mail to collect comments prior to finalization. The Members shall respond back to only the Secretary with any comments they have. The Secretary shall work with Members individually to ensure comments are incorporated correctly. A maximum of two Members may work together on drafting correspondence outside of a public meeting in order to comply with Alaska Open Meetings Act.
- C. A deadline for comments and/or revisions should be noted in the e-mail message. If possible, at least a week should be allowed for comments. If no comments are received by a Member, it will be assumed that Member has no comment; individual Members will not be contacted or reminded to comment.
- D. The Secretary shall redistribute the letter, if time permits, for a final review by all Members.
- E. The topic of the letter must be discussed at two GBOS meetings (under New Business and Old Business) prior to the Members voting on it and the letter being signed. Any substantive changes to the letter must be discussed and finalized at a public meeting prior to voting and signing.

#### **Article 12: EMERGENCY PERMITTING PROCEDURE. (Adopted in 1999)**

- A. In instances where quick action is needed in order to protect the community from flooding the following emergency permitting procedures shall be followed:
  1. The Fire Chief or Road Contractor will notify the GBOS Road Supervisor of the need to take protective action.
  2. The GBOS Roads Maintenance Supervisor will contact MOA Street Maintenance Division hotline at 343-8277 to inform the MOA of the situation and request their assistance in obtaining a permit.
  3. If the GBOS Roads Maintenance Supervisor is not available, the GBOS Chair or Co-Chair shall make this call. If the GBOS Chair or Co-Chair is not available, the GVF&R Fire Chief shall make this call.
  4. MOA Street Maintenance shall contact the on-call MOA Street Maintenance foreman who will call the Alaska Department of Fish & Game (ADF&G) regarding the emergency permit.

**Article 13: AMENDMENTS TO THE GIRDWOOD BOARD OF SUPERVISORS RULES AND PROCEDURES.**

- A. The Rules of Procedure for the GBOS may be amended by a majority of the GBOS. Proposed amendments shall be communicated by the Secretary to each Member and posted as outlined in Section I, G not less than twenty-eight (28) days prior to a regular meeting. The Secretary shall document transmittal and public posting of the proposed amendments.

**ATTACHMENT 1****Girdwood Public Meetings Standards of Conduct**

The Girdwood Board of Supervisors (GBOS) encourages good faith input from community members at all Board, Committee, and Subcommittee meetings and desires to provide an environment based on respect and civility. In order to do so, the GBOS has established the following Standards of Conduct based on the norms of acceptable and courteous business behavior.

These standards shall apply to Regular, Joint and Special meetings, and to Work Sessions of GBOS. They may be adopted by GBOS Committees and Subcommittees by a vote of that body.

1. Members of the public wishing to address the public body shall first secure the permission of the Chair.
2. When commenting, please be courteous, brief, constructive and nonrepetitive.
3. Members of the public shall direct comments to the Chair and/or board members. Members of the public shall not direct comments to other audience members.
4. Members of the public will refrain from disruptive actions such as hand clapping, stamping of feet, whistling, cheering, yelling or similar demonstrations, which could have an intimidating effect upon members of opposing viewpoints.
5. Persons addressing the public body shall also refrain from slurs against race, color, religion, ethnicity, national origin, gender identity, sexual or affectional orientation, marital status, familial status, age, disability, or status with regard to public assistance.
6. Profanity, slander, false statements, violence, or the threat of violence in any form shall not be tolerated.

Violations of these Standards shall be determined by the opinion of the Chair of the meeting or, absent such opinion, by the opinion of the majority of the Members of the body who are present.

- A. Any person violating these standards shall be called to order by the Chair. If such conduct continues, said person may, at the discretion of the Chair, lose the floor. Said person may be denied further audience for that meeting. The Members may overrule the Chair's decision by majority vote.
- B. If said person refuses to come to order and obey the directives of the Chair, they may be requested to leave the meeting on a majority vote of the Members.

## ATTACHMENT 2

### Conditional Use Process

The GBOS will consider only those requests for Conditional Use Applications that have been received thirty (30) days in advance of the next scheduled meeting.

#### **Presentation Format:**

Presenters will address the LUC and GBOS boards and public from the front of the room at each meeting. Presenters should expect between 10-30 people in attendance.

Electronic copies of materials to be presented are requested to be provided to staff 1 week prior to the meetings at: [gbos@muni.org](mailto:gbos@muni.org).

Maps and drawings should be printed in a large enough format to be easily viewed by the entire room or provided in electronic format to be displayed on screen.

Handout materials should be copied and provided at the back of the room for public (approximately 20 copies) and for the LUC Officers (3), GBOS members (5), and staff (2).

Presentations should be clear and concise, not lasting longer than 15 minutes. After presentation, the board members will ask questions and will invite the public to ask questions and speak about the project.

#### **Initial Presentation:**

Initial presentation is to be scheduled by the petitioner at the LUC and GBOS Regular monthly meetings.

LUC meetings are held the 2<sup>nd</sup> Monday of every month.

GBOS meetings are held the 3<sup>rd</sup> Monday of every month.

It is necessary for the petitioner to begin at the LUC, with the GBOS meeting the following week.

#### **How to schedule initial presentation:**

Petitioner must schedule the initial presentation at least one week in advance of the LUC Regular Monthly meeting. Exceptions to be approved by the Land Use Committee Chair. Requests are to be made by email: [gbos@muni.org](mailto:gbos@muni.org) or by calling 343-8373. Name of the project, location, and name of the individual(s) who will present are needed. The item will appear on the agenda as New Business at each of these meetings, unless special meetings need to be called due to time sensitivity.

**What to bring to the initial LUC and GBOS presentations:**

- Preliminary Site Plan
- Floor Plan
- Elevations all around
- Zoning status of that site and lands abutting the site
- Statement of projected positive impacts
- Statement of possible negative impacts
- Road development plans
- Statement of any expected requests for variances from zoning regulations

**Second Presentation:**

The Second Presentation will be scheduled once the petitioner's Planning and Zoning (P&Z) Department packet is received by Girdwood Municipal Staff. Presentation must occur prior to the petitioner's P&Z hearing.

**How to schedule second presentation:**

When petitioner's P&Z packet is received by Girdwood Municipal Staff, the petitioner will be notified and the 2<sup>nd</sup> presentation will be scheduled at the next LUC and GBOS meetings, unless special meetings need to be called due to time sensitivity. The item will appear on the agenda as Old Business at each of these meetings.

**What to bring to the Second LUC and GBOS Presentations:**

- 35%-65% design plan with drawings, engineering, grading and drainage, watershed report, parking
- Updated versions of all items from the initial presentation
- Specific request for and draft language of Letter of Non-Objection or Resolution of Support

With this information, the public will be able to consider and comment on the project in time for the P&Z hearing.

At the LUC meeting, the petitioner will present their project and make known their request for a LUC recommendation that GBOS to write a Letter of Non-Objection (LONO) or Resolution of Support to P&Z.

The LUC and public will ask questions of the petitioner. LUC will take note of the public's comments regarding the project and will call for a vote of the public in attendance at this meeting regarding the LONO or Resolution of Support. This information and vote tally will be forwarded on to the GBOS.

At the GBOS meeting the following week, the petitioner will present their project, addressing the comments heard at the LUC meeting, and will make a formal request for a LONO or Resolution of Support to be written to P&Z. GBOS and public in attendance will ask questions of the petitioner. After hearing the presentation and public comment, and considering the input provided from LUC, the GBOS will vote on the request for a LONO or Resolution of Support.

**Conflict Resolution of Conditional Use Permit Items** - In the event that the votes in LUC and GBOS are not in agreement, LUC and GBOS will schedule a separate public meeting with the petitioner to discuss the project. Whether the LUC and GBOS come to agreement or not, the positions of both LUC and GBOS will be forwarded to MOA Community Planning Department within three (3) working days. A copy of the correspondence forwarding the GBOS/LUC votes shall be given to all GBOS/LUC board members for review and comment before being sent to the MOA.

Note: Any changes to the Timeline and Number of Presentations for Conditional Use Permit Presentations in the LUC Operating Principles must be coordinated with the same document in the GBOS Rules and Procedures, and vice-versa.

**Girdwood Capital Funds 406100 to 406900**

**Notes**

<b>Department: Fire</b>		
Fund	Amounts Available	2022 Contribution have not been applied
Undesignated Capital Fund FG00014	\$430,462.09	
<b>Total</b>	<b>\$430,462.09</b>	
<b>Department: Girdwood P&amp;R</b>		
Fund	Amounts Available	2022 Contribution have not been applied
Undesignated Capital Fund GR19001	\$640,142.57	
Girdwood Community Room Fund GR14003	\$70,823.97	
Winner Creek Trail Suspension Bridge	\$473,217.00	
<b>Total</b>	<b>\$1,184,183.54</b>	
<b>Department: Street Maintenance</b>		
Fund	Amounts Available	2022 Contribution have not been applied
Undesignated Capital Fund PF 000015	\$153,620.00	
Girdwood Roads and Drainage PW14004	\$63,114.89	All Encumbered for the Alyeska creek improvements
<b>Total</b>	<b>\$216,734.89</b>	

**Municipality  
of  
Anchorage**



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

*Ethan Berkowitz, Mayor*

*GIRDWOOD VALLEY SERVICE AREA BOARD OF SUPERVISORS  
Jerry Fox & Mike Edgington, Co-Chairs  
Eryn Boone, James Glover, Jr., Briana Sullivan*

**Resolution 2020-11  
Of the Girdwood Board of Supervisors  
RESOLUTION AGAINST RACISM**

WHEREAS, the community of Girdwood has been saddened and angered by recent acts of racism which demonstrate the injustice, inequity, and prejudice that persists in our country and our State; and

WHEREAS, racism has been shown to have negative effects on both adults and children, and racism, oppression, marginalization and hate are contrary to the values of our community; and

WHEREAS, we recognize that the struggle against racism requires continuing and active resistance against it at all levels and areas of community and governance; and

WHEREAS, the community of Girdwood is located on the road system, but has many connections to rural Alaskan communities through employment, friendship, family ties, residency, and other relationships, and is a community that includes residents from many different cultures and backgrounds; and

WHEREAS, the Girdwood Land Use Committee has recommended this GBOS Resolution of Support in a vote of the public attending the Regular meeting of the Girdwood Land Use Committee on September 14, 2020 by a vote of 13 in favor, 0 opposed and 2 abstaining.

THEREFORE, let it be resolved that the Girdwood Board of Supervisors declares that Girdwood is an anti-racist community, that we expect community representatives and bodies to be anti-racist, that we welcome all people to our community, that we respect the dignity and equality of all people, that we condemn racist language in all its forms, and that we are committed to fostering inclusivity in local governance; and

THEREFORE let it be further resolved that the Girdwood Board of Supervisors also commits to convening a community forum on this topic; and

THEREFORE LET IT BE FURTHER resolved that GBOS wishes to especially note its respect, support, and trust for our rural Alaskan neighbors and their communities, particularly in regard to decision-making on all matters that affect them.

PASSED AND APPROVED by a vote of 5 to 0 on this day of September 21, 2020

Mike Edgington, Land Use Supervisor, GBOS

Sept 21, 2020  
Date

Attest



The Boutet Company, Inc.  
601 E. 57<sup>th</sup> Place, Suite 102  
Anchorage, Alaska 99518

Phone 907.522.6776  
Fax 907.522.6779

March 16, 2022

Kyle Kelley, MOA Girdwood Service Area Manager  
Girdwood Roads, Parks & Recreation, Facilities Scheduling and Maintenance  
P.O. Box 390  
Girdwood, Alaska 99587

via e-mail: [kyle.kelley@anchorageak.gov](mailto:kyle.kelley@anchorageak.gov)

Re: Lion's Club Park Picnic Shelter Design Services  
Professional Services Proposal

Dear Kyle:

The Boutet Company, Inc. (TBC) is pleased to offer our professional services to the Girdwood Service Area. Anticipated services include providing civil engineering design and permitting services for the proposed construction of a timber framed picnic shelter located in Girdwood's Lions Club Park. The Lions Club Park occupies the southeast quadrant of the Alyeska Highway and Egloff Drive intersection in an area zoned Girdwood Institutions and Park (GIP).

**Scope of Services.** We see the key tasks in this project as follows:

- 1. Topographic Survey Base Map and Plot Plan.** TBC previously performed a topographic field survey of the project site. TBC will use this information to prepare a topographic survey base map for use during design. We will make survey ties into existing primary control and locate existing improvements, utilities visible from the surface, prominent vegetation, building corners, parking lot striping, and other items of interest. The topographic survey will also be used to prepare a certified plot plan for the proposed structure which will be included in the civil construction document permit plan set. The certified plot plan will be signed and sealed by a professional surveyor licensed in the State of Alaska.
- 2. Geotechnical Investigation.** A geotechnical field investigation will be performed to support the design and permitting process. Upon completion of the field work and laboratory testing a report will be created that provides geotechnical engineering recommendations to support design of the structure foundations and concrete slab structural section. The report will also address foundation bearing capacities, estimated settlement, and reuse of local materials as backfill.
- 3. Civil Construction Documents and Permitting.** TBC will develop detailed civil construction documents, including site improvements, grading/drainage, and details per MOA Design Criteria Manual (DCM) and MOA Title 21 requirements. An emphasis will be towards minimizing site impacts as much as practicable. Project specifications will be

incorporated per Municipality of Anchorage Standard Specifications (MASS) with special provisions, as required. The civil construction documents will take 4-6 weeks to complete once the Topographic Survey Base Map effort is complete.

A MOA Building Permit will be required for the project. TBC will prepare the application on your behalf. A Hydrologic and Hydraulic (H&H) report may be required. According to the MOA floodplain mapping website, the project site is traversed by both the 1% and 0.2% annual chance flood hazard zones. It may be necessary to demonstrate through hydrologic and hydraulic analyses that the proposed project will not result in any increase in the level of the base flood. If such an analysis is required, we will work with you to determine the feasibility of advancing the project.

Additionally, we will closely follow the permit progress, meeting with regulatory agencies as required, and will incorporate comments as expeditiously as possible. The Owner should schedule a minimum of 6-8 weeks to obtain sequential permits.

4. **Bidding Support:** TBC will provide support to coordinate bidding and contract award, which will include preparing required sets of bid documents for Purchasing, responding to bidder questions and prepare addenda, preparing bid tabs and Recommendation of Award and issuing a Notice to Proceed (NTP) and schedule Pre-construction meeting.
5. **Assumptions and Exclusions:**
  - A. ALTA Surveys are not included in our scope, if required, a separate proposal can be provided.
  - B. Site lighting design, if required, will be done by others.
  - C. Landscape design is not included in our scope, if required, a separate proposal can be provided.
  - D. Subdivision plat will not be required.
  - E. Storm Water Pollution Prevention Plan (SWPPP) will be provided by others.
  - F. Record Plot Plan will be provided by others.
  - G. H&H report services will not be required, if required, a separated proposal can be provided.
  - H. Permit fees will be paid by the Owner.
  - I. On-site and off-site water, sewer, storm, trail, and parking lot design services will not be required, if required, a separate proposal can be provided.

**Schedule.** We will make every effort to meet a reasonable schedule and will coordinate with you to collect the necessary components for this project. Once a NTP is received, we will coordinate with you on a schedule for submittals. It is estimated that it will take approximately 3-5 months to obtain final design and necessary permitting for the aforementioned scope of work.

**Proposed Fees.** Attached you will find a Labor/Expense Allocation spreadsheet with our standard rates for the itemized phases and TBC's Hourly Rate Schedule. The following table summarizes our proposed lump sum and not-to-exceed time and materials (T&M) fees for the work described in this proposal, detailed on a task-by-task basis:

March 16, 2022  
Mr. Kyle Kelley  
Proposal for Professional Services  
Page 3 of 3

<b><i>Task Description</i></b>	<b><i>Fee</i></b>
Topographic Survey Base Map and Plot Plan	\$2,160
Hydrology & Hydraulics / Flood Hazard Permit	TBD
Geotechnical Engineering	\$10,546
Civil Construction Documents and Permitting	\$14,774
MOA Building Permit Assistance	\$1,160
<b>Total</b>	<b>\$28,640</b>

We are available at your convenience for further discussions. As always, we appreciate the opportunity to be of service.

Sincerely,

THE BOUTET COMPANY, INC.



Todd C. Jacobson, P.E.  
Senior Vice President - Principal

Enclosures: TBC Labor/Expense Allocation Sheet  
Reid Middleton Scope and Fee Proposal  
Shannon & Wilson Scope and Fee Proposal

cc: Loren Becia, P.E., The Boutet Company  
Tony Hoffman, PLS, The Boutet Company

**The Boutet Company, Inc.**  
**Fee Proposal to Provide Professional Services**

**Municipality of Anchorage - Girdwood Service Area**  
**Lion's Club Park Picnic Shelter Design Services**

Wednesday, March 16, 2022

	Project Manager	Registered Engineer/Surveyor	Project Engineer/Surveyor	Project Administrator	Engineering Technician/Inspection	2-Person Survey Crew	TBC Expenses	TBC Subtotal	Reid Middleton	Shannon & Wilson	TOTAL
<i>Hourly Rate</i>	\$145	\$135	\$125	\$120	\$110	\$220	Cost + 0%		Cost + 0%	Cost + 0%	
<i>Activity</i>											
<b>Topographic Survey Base Map / Plot Plan</b>		16						\$2,160	\$0	\$0	\$2,160
<b>Hydrology &amp; Hydraulics / Flood Hazard Permit</b>								\$0	\$0	\$0	\$0
<b>Geotechnical Engineering</b>	2							\$290	\$0	\$10,256	\$10,546
<b>Civil Construction Documents and Permitting</b>	24		32		24			\$10,120	\$4,654	\$0	\$14,774
<b>Bidding Support</b>	8							\$1,160	\$0	\$0	\$1,160
<b>TOTAL:</b>	<b>\$4,930</b>	<b>\$2,160</b>	<b>\$4,000</b>	<b>\$0</b>	<b>\$2,640</b>	<b>\$0</b>	<b>\$0</b>	<b>\$13,730</b>	<b>\$4,654</b>	<b>\$10,256</b>	<b>\$28,640</b>



**Notes:**

1. Vehicle mileage (incidental project travel) included in hourly rates above
2. Mobile phones included in hourly rates above
3. Third-party or pass-thru expenses are cost plus 0% mark-up
4. All costs Time & Materials

REID MIDDLETON, INC.  
STRUCTURAL ENGINEER'S FEE ESTIMATE

Date: 8/17/2021

PROJECT: Girdwood Picnic Shelter - Site Adaptation  
PREPARED FOR: TBC  
PREPARED BY: David Stierwalt, PE  
PROPOSAL NO: 402021.913.000.104

Terms: *Lump Sum*

ITEM	PRINCIPAL	ASSOCIATE PRINCIPAL	ASSOCIATE	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	DESIGNER I	PROJECT ADMIN	LINE TOTALS	TASK TOTALS
<b>1 Site Adaptation</b>										
Project Setup	1							1	\$ 352	
Review of FYI DNR Picnic Shelter Standard Dwgs					1				\$ 158	
Girdwood Loads					2				\$ 316	
Member Size Verification					2				\$ 316	
Connection Update					4				\$ 632	
General Notes & Special Inspection					2				\$ 316	
Drawings (x6)					12				\$ 1,896	
Final QC Review	1				1				\$ 388	
Misc. Project Management					1			1	\$ 280	
<b>Subtotal Task 1</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>25</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>29</b>	<b>\$ 4,654</b>
<b>2 Construction Administration</b>										
RFP's					4				\$ 632	
Site Visit, SOR					4				\$ 632	
Submittal Review					4				\$ 632	
<b>Subtotal Task 2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>\$ 1,896</b>
<b>TOTAL HOURS:</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>37</b>	<b>0</b>	<b>0</b>	<b>2</b>		<b>\$ 6,550</b>
<b>HOURLY RATE:</b>	\$ 230	\$ 210	\$ 200	\$ 178	\$ 158	\$ 143	\$ 127	\$ 122		
<b>SUBTOTAL LABOR:</b>	\$460	\$0	\$0	\$0	\$5,846	\$0	\$0	\$244	<b>\$6,550</b>	
<b>ESTIMATED REIMBURSABLE EXPENSES</b>									<b>\$0</b>	
<b>TOTAL EST FEE:</b>									<b>\$6,550</b>	

A: REIMBURSABLES INCLUDE PHOTOS, MILEAGE, PER DIEM COSTS, PLOTTING & COURIER CHARGES.  
B: REFER TO REID MIDDLETON, INC EXHIBITS A & B.

March 11, 2022

Mr. Loren Becia, PE  
The Boutet Company  
601 East 57<sup>th</sup> Place, Suite 102  
Anchorage, Alaska 99518

RE: PROPOSAL FOR GEOTECHNICAL SERVICES, DNR PICNIC SHELTER, GIRDWOOD, ALASKA

Dear Mr. Becia:

We are pleased to submit herein our proposal and estimated costs for performing geotechnical studies for the above referenced project. We understand the project generally includes construction of an approximately 340-square foot picnic shelter at the Girdwood Lions Park in Girdwood, Alaska. The focus of this effort is to evaluate subsurface soil and groundwater conditions and to provide geotechnical engineering recommendations to support design of the improvements.

## SCOPE OF WORK

Our proposed scope of work includes advancing one geotechnical boring at the site, laboratory testing on soil samples, and conducting geotechnical analyses. The work will be accomplished in the tasks outlined below and is based on our current understanding of the project.

### Subsurface Explorations

To gather the geotechnical information needed to support our analysis, we plan to explore the subsurface conditions at the site. Our boring will enable us to evaluate the subsurface conditions and to collect soil samples for subsequent laboratory testing. The boring will be advanced to a depth of 25 feet below ground surface (bgs) within, or as close as possible to, the proposed shelter footprint. We assume that you will mark the location of the proposed shelter on the ground prior to mobilization to the site. We will select the actual location in the field based on clearance of any underground and overhead utilities. Based on the approximate location you provided, we assume the boring location is accessible with track mounted drilling equipment and that tree clearing will not be necessary. Prior to mobilizing to the site, we will coordinate with the Call Locate Center to clear the borehole location of buried public utilities. We assume that you or the property owner (ie. Municipality of

Anchorage [MOA]) will locate any on-site utilities not located by the Call Locate Center. We also understand that you will coordinate with the MOA to obtain permission to access the site and perform our fieldwork and that a right of entry permit will not be needed.

Shannon & Wilson will subcontract with a local drilling contractor for a track mounted, Geoprobe drill rig and crew to conduct the field explorations. The drill rig will be equipped with hollow-stem augers and Standard/Modified Penetration Test (SPT/MPT) sampling tools. Soil samples will generally be collected at 2.5-foot intervals to a depth of 10 feet and at 5-foot intervals thereafter, or as needed to characterize changing soil conditions. A grab sample of surface soils will also be collected from the auger cuttings. Soil samples will be sealed in moisture tight containers and transported to our Anchorage laboratory for testing, as necessary. We will install a 1-inch polyvinyl chloride (PVC) casing with hand-slotted tip into the boring to facilitate observation of groundwater levels after drilling. The annular space around the casing will be backfilled with cuttings generated during drilling. The casing will be protected at the ground surface with a steel flush-mounted monument. We will return to the site about one week after drilling is completed to measure groundwater levels in the casing. We assume the casing will be decommissioned by others at a later date and have not included costs for decommissioning and removing the casing after drilling. Cuttings that do not fit down the hole will be landspread adjacent to the boring location. Our cost estimate assumes that contaminated soils our groundwater are not present at the site.

An experienced representative of our geotechnical staff will be present during the fieldwork to locate the boring, observe the drilling action, collect samples, prepare a descriptive log for the boring, and observe groundwater conditions, as appropriate. The soil samples will be described in general accordance with the Unified Soil Classification System for presentation on the boring log.

## Geotechnical Laboratory Testing

Soil samples recovered during drilling will be tested for moisture content and occasional grainsize as needed for classification purposes. We will, however, plan to adjust the types of tests and the testing program based on the actual conditions encountered. Laboratory testing will generally be accomplished in accordance with ASTM International (ASTM) standard procedures as appropriate.

## Geotechnical Report

Upon completion of our fieldwork and laboratory tests, we will prepare our geotechnical report. Our report will provide geotechnical engineering recommendations to support design, including site preparation, concrete slab structural section, shallow foundation bearing capacity, estimated settlements, seismic conditions, reuse of local materials as backfill, and structural fill and compaction. Our report will also include a site description, summary of the field efforts, and laboratory testing results. A boring location map and graphical log of the boring will support the description of subsurface conditions. The report will be prepared under the supervision of, and will be signed and stamped by a civil engineer, registered in the State of Alaska and experienced in geotechnical engineering. We will submit an electronic copy in Adobe Acrobat format. Hard copies of the report can be provided upon request.

## SCHEDULE

Scheduling of fieldwork will depend on the availability of the drill rig. Based on the driller's current schedule, we are typically able to initiate fieldwork within about two weeks of notice to proceed. As noted above, we assume that you will coordinate access and obtain written right of entry from the current property owner prior to mobilization to the site. We estimate the exploration fieldwork will take one day, including mobilization and demobilization. Laboratory testing is typically completed within two weeks of receipt of the soil samples in our laboratory. We estimate our report can be completed about two to three weeks following completion of the lab work (approximately six to eight weeks after notice to proceed). Significant findings can be provided to you informally as soon as they are determined.

## ESTIMATED COSTS AND CONDITIONS FOR SERVICES

We are prepared to undertake the services outlined above on a lump sum basis in accordance with the attached *Summary Cost Estimate*. The terms and conditions for our services described above are in accordance with the attached *Standard General Terms and Conditions* or a mutually agreed upon subcontract for professional services. These costs include work through submittal of our report with the total estimated cost as outlined. Additional on-site consulting, meetings and additional work during construction are not included in our estimate and can be negotiated at a later date, upon request. The attached *Important Information About Your Geotechnical/Environmental Proposal* is provided to assist you and others in understanding the proper use and limitation of our services.

If you have questions or comments or wish to revise the scope of our services, please contact the undersigned. If you approve this proposal, please initial below and on the attached cost estimate and return those pages back to us as notice to proceed.

We look forward to working with you on this project and appreciate the opportunity to be of service to you.

Sincerely,

SHANNON & WILSON

Kyle Brennan, PE  
Vice President

RDC:KLB

Enc. Summary Cost Estimate  
Standard General Terms and Conditions  
Important Information about your Geotechnical/Environmental Proposal

## ACCEPTANCE

I accept the above conditions and by signing below provide Notice to Proceed for the proposed services included herein for the DNR Girdwood Picnic Shelter.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**SUMMARY COST ESTIMATE****GEOTECHNICAL SERVICES**

					<b><u>COST</u></b>
<b>1. Project Setup/Coordination/Locates</b>					<b>\$800</b>
Senior Professional III	2	hrs. x	\$170 /hr. =		\$340
Professional IV	4	hrs. x	\$115 /hr. =		\$460
<b>2. Fieldwork (Drilling / Sampling)</b>					<b>\$4,207</b>
<b>Drilling Subcontractor</b>					
Drilling (incl. mob/demob and one,25-foot boring)	1	lump sum	\$3,163 each =		\$3,163
1-inch PVC Casing & Flush Mount Monument	1	lump sum	\$259 each =		\$259
<b>Shannon &amp; Wilson</b>					
Professional IV - Log Boring	6	hrs. x	\$115 /hr. =		\$690
Vehicle	1	days x	\$75 /day =		\$75
Field Consumables	1	days x	\$20 /day =		\$20
<b>3. Laboratory Testing</b>					<b>\$439</b>
Lab Manager	0.5	hrs. x	\$125 /hr. =		\$63
Water contents	8	samples x	\$17 each =		\$136
Grain size (split spoon sample)	2	samples x	\$120 each =		\$240
<b>4. Geotechnical Analysis and Reporting</b>					<b>\$4,810</b>
Vice President	2	hrs. x	\$235 /hr. =		\$470
Senior Professional III	8	hrs. x	\$170 /hr. =		\$1,360
Professional IV	24	hrs. x	\$115 /hr. =		\$2,760
Admin Asst II	2	hrs. x	\$85 /hr. =		\$170
Office Supplies					\$50
<b>Total =</b>					<b>\$10,256</b>



Attachment to and part of our Proposal: 107936-P  
Date: March 2022  
To: Mr. Loren Becia PE, The Boutet Company  
Re: DNR Picnic Shelter, Girdwood, Alaska

# STANDARD GENERAL TERMS AND CONDITIONS (ALL PURPOSE)

## ARTICLE 1 – SERVICES OF SHANNON & WILSON

Shannon & Wilson’s scope of work (Work) shall be limited to those services expressly set forth in its Proposal and is subject to the terms and conditions set forth herein.

Shannon & Wilson shall procure and maintain all business and professional licenses and registrations necessary to provide its services. Upon Client’s request (and for additional compensation, if not already included in Shannon & Wilson’s Proposal), Shannon & Wilson shall assist Client in attempting to obtain, or on behalf of Client and in Client’s name attempt to obtain, those permits and approvals required for the project for which Shannon & Wilson’s services are being rendered.

Client acknowledges, depending on field conditions encountered and subsurface conditions discovered, the number and location of borings, the number and type of field and laboratory tests, and other similar items, as deemed necessary by Shannon & Wilson in the exercise of due care, may need to be increased or decreased; if such modifications are approved by Client, Shannon & Wilson’s compensation and schedule shall be equitably adjusted.

If conditions actually encountered at the project site differ materially from those represented by Client and/or shown or indicated in the contract documents, or are of an unusual nature which materially differ from those ordinarily encountered and generally recognized as inherent for the locality and character of the services provided for in Shannon & Wilson’s scope of work, Shannon & Wilson’s compensation and schedule shall be equitably adjusted.

Without increasing the scope of work, price, or schedule contained in Shannon & Wilson’s Proposal, Shannon & Wilson may employ such subcontractors as Shannon & Wilson deems necessary to assist in furnishing its services.

If Shannon & Wilson’s scope of work is increased or decreased by Client, Shannon & Wilson’s compensation and schedule shall be equitably adjusted.

## ARTICLE 2 – TIMES FOR RENDERING SERVICES

Shannon & Wilson shall perform its services in accordance with the schedule set forth in its Proposal.

If Shannon & Wilson’s Proposal sets forth specific periods of time for rendering services, or specific dates by which services are to be completed, and such periods of time or dates are extended or delayed through no fault of Shannon & Wilson, Shannon & Wilson’s compensation and schedule shall be equitably adjusted.

If Shannon & Wilson’s schedule is increased or decreased by Client, Shannon & Wilson’s compensation shall be equitably adjusted.

## ARTICLE 3 – PAYMENTS TO SHANNON & WILSON

Invoices shall be prepared in accordance with Shannon & Wilson’s standard invoicing practices and shall be submitted to Client by Shannon & Wilson monthly. The amount billed in each invoice shall be calculated as set forth in Shannon & Wilson’s Proposal.

Unless Shannon & Wilson’s Proposal contains a fixed lump-sum price, Shannon & Wilson’s actual fees may exceed the estimate contained in its Proposal. Shannon & Wilson shall not exceed the estimate contained in its Proposal by more than ten percent (10%) without the prior written consent of Client; provided however, unless the Client authorizes additional funds in excess of the estimate contained in Shannon & Wilson’s Proposal, Shannon & Wilson shall have no obligation to continue work on the project.

Invoices are due and payable within 30 days of receipt. If Client fails to pay Shannon & Wilson’s invoice within 30 days after receipt, the amounts due Shannon & Wilson shall accrue interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate of interest permitted by law, if less) after the 30<sup>th</sup> day. In addition, Shannon & Wilson may, after giving seven (7) days written notice to Client, suspend services under this Agreement until Shannon & Wilson has been paid in full.

If Client disputes Shannon & Wilson’s invoice, only the disputed portion(s) may be withheld from payment, and the undisputed portion(s) shall be paid.

Records of Shannon & Wilson’s direct and indirect costs and expenses pertinent to its compensation under this Agreement shall be kept in accordance with generally accepted accounting practices and applicable federal, state, or local laws and regulations. Upon request, such records shall be made available to Client for inspection on Shannon & Wilson’s premises and copies provided to Client at cost.

## ARTICLE 4 – CLIENT’S RESPONSIBILITIES

Client shall grant or obtain free access to the project site for all equipment and personnel necessary for Shannon & Wilson to perform its services.

## ARTICLE 5 – STANDARD OF CARE / ABSENCE OF WARRANTIES / NO RESPONSIBILITY FOR SITE SAFETY OR CONTRACTOR’S PERFORMANCE

### Standard of Care

The standard of care for all professional services performed or furnished by Shannon & Wilson under this Agreement shall be the skill and care ordinarily exercised by other members of Shannon & Wilson’s profession, providing the same or similar services, under the same or similar circumstances, at the same time and locality as the services were provided by Shannon & Wilson. The construction, alteration, or repair of any object or structure by Shannon & Wilson shall be performed in a good and workmanlike manner in accordance with general industry standards, and conform to this Agreement. Shannon & Wilson warrants for one (1) year from substantial completion of the Work, all goods delivered hereunder shall be new and free from defects in material or workmanship, and shall conform to the specifications, drawings, or sample(s) specified or furnished, if any, and shall be merchantable and fit for their intended purpose(s).

Shannon & Wilson warrants that Shannon & Wilson has good and marketable title to all goods delivered hereunder, and that all goods delivered hereunder shall be free and clear of all claims of superior title, liens, and encumbrances of any kind.

Subsurface explorations and testing identify actual subsurface conditions only at those points where samples are taken, at the time they are taken. Actual conditions at other locations of the project site, including those inferred to exist between the sample points, may differ significantly from conditions that exist at the sampling locations. The passage of time or intervening causes may cause the actual conditions at the sampling locations to change as well.

Interpretations and recommendations made by Shannon & Wilson shall be based solely upon information available to Shannon & Wilson at the time the interpretations and recommendations are made.

Shannon & Wilson shall be responsible for the technical accuracy of its services, data, interpretations, and recommendations resulting therefrom, and Client shall not be responsible for discovering deficiencies therein. Shannon & Wilson shall correct any substandard work without additional compensation, except to the extent that such inaccuracies are directly attributable to deficiencies in Client-furnished information.

#### **No Warranties**

Shannon & Wilson makes no guarantees or warranties, express or implied, under this Agreement or otherwise, about Shannon & Wilson's professional services.

#### **Client-Furnished Documents**

Shannon & Wilson may use requirements, programs, instructions, reports, data, and information furnished by Client to Shannon & Wilson in performing its services under this Agreement. Shannon & Wilson may rely on the accuracy and completeness of requirements, programs, instructions, reports, data, and other information furnished by Client to Shannon & Wilson. Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from Shannon & Wilson's reliance on Client-furnished information, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

#### **Site Damage**

Shannon & Wilson shall take reasonable precautions to minimize damage to the project site, but it is understood by Client that, in the normal course of Shannon & Wilson's services, some project site damage may occur, and the correction of such damage is not part of this Agreement unless so stated in Shannon & Wilson's Proposal. Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from any project site damage caused by Shannon & Wilson, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

#### **Buried Structures**

If there are any buried structures and/or utilities on the project site where subsurface explorations are to take place, Client shall provide Shannon & Wilson with a plan showing their existing locations. Shannon & Wilson shall contact a utility locator service to request that they identify any public utilities. Shannon & Wilson shall use reasonable care and diligence to avoid contact with buried structures and/or utilities as shown. Shannon & Wilson shall not be liable for any loss or damage to buried structures and/or utilities resulting from inaccuracy of the plans, or lack of plans, or errors by the locator service relating to the location of buried structures and/or utilities. Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify, and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from damage to buried structures and/or utilities caused by Shannon & Wilson's sampling, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

#### **Aquifer Cross-Contamination**

Despite the use of due care, unavoidable contamination of soil or groundwater may occur during subsurface exploration when drilling or sampling tools are advanced through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants off the project site. Because Shannon & Wilson is powerless to totally eliminate this risk despite use of due care, and because sampling is an essential element of Shannon & Wilson's services, Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from cross-contamination caused by Shannon & Wilson's sampling, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

#### **Opinions of Probable Construction Costs**

If opinions of probable construction costs are included in Shannon & Wilson's Proposal, Shannon & Wilson's opinions of probable construction costs shall be made on the basis of its experience and qualifications and represent its judgment as a professional generally familiar with the industry. Opinions of probable construction costs are based, in part, on approximate quantity evaluations that are not accurate enough to permit contractors to prepare bids. Further, since Shannon & Wilson has no control over: the cost of labor, materials, equipment, or services furnished by others; the contractor's actual or proposed construction methods or methods of determining prices; competitive bidding; or market conditions, Shannon & Wilson cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of the components of probable construction cost prepared by Shannon & Wilson. If Client or any contractor wishes greater assurance as to probable construction cost, Client or contractor shall employ an independent cost estimator.

#### **Review of Contractor's Shop Drawings and Submittals**

If review of a contractor's shop drawings and submittals are included in Shannon & Wilson's Proposal, Shannon & Wilson shall review and take appropriate action on the contractor's submittals, such as shop drawings, product data, samples, and other data, which the contractor is required to submit, but solely for the limited purpose of checking for general overall conformance with Shannon & Wilson's design concept. This review shall not include a review of the accuracy or completeness of details, such as quantities; dimensions; weights or gauges; fabrication processes; construction means, methods, sequences or procedures; coordination of the work with other trades; or construction safety precautions, all of which are the sole responsibility of the contractor. Shannon & Wilson's review shall be conducted with reasonable promptness while allowing sufficient time, in Shannon & Wilson's judgment, to permit adequate review. Review of a specific item shall not be construed to mean that Shannon & Wilson has reviewed the entire assembly of which the item is a component. Shannon & Wilson shall not be responsible for any deviations by the contractor in the shop drawings and submittals from the construction documents, which are not brought to the attention of Shannon & Wilson by the contractor in writing.

#### **Construction Observation**

If construction observation is included in Shannon & Wilson's Proposal, Shannon & Wilson shall visit the project site at intervals Shannon & Wilson deems appropriate, or as otherwise agreed to in writing by Client and Shannon & Wilson, in order to observe and keep Client generally informed of the progress and quality of the work. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of any contractor's work, but rather are to allow Shannon & Wilson, as a professional, to become generally familiar with the work in progress in order to determine, in general, whether the work is

progressing in a manner indicating that the work, when fully completed, will be in accordance with Shannon & Wilson's general overall design concept. Shannon & Wilson's authority shall be limited to observing, making technical comments regarding general overall compliance with Shannon & Wilson's design concept, and rejecting any work which it becomes aware of that does not comply with Shannon & Wilson's general overall design concept. Shannon & Wilson's acceptance of any non-conforming work containing latent defects or failure to reject any non-conforming work not inspected by Shannon & Wilson shall not impose any liability on Shannon & Wilson or relieve any contractor from complying with their contract documents. All construction contractors shall be solely responsible for construction site safety, the quality of their work, and adherence to their contract documents. Shannon & Wilson shall have no authority to direct any contractor's actions or stop any contractor's work.

If Shannon & Wilson is not retained to provide construction observation of the implementation of its design recommendations, Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson, and indemnify and hold Shannon & Wilson harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from the implementation of Shannon & Wilson's design recommendations, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

#### **No Responsibility for Site Safety**

Except for its own subcontractors and employees, Shannon & Wilson shall not: supervise, direct, have control over, or authority to stop any contractor's work; have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by any contractor; be responsible for safety precautions and programs incident to any contractor's work; or be responsible for any failure of any contractor to comply with laws and regulations applicable to the contractor, all of which are the sole responsibility of the construction contractors. This requirement shall apply continuously, regardless of time or place, and shall in no way be altered because a representative of Shannon & Wilson is present at the project site performing his/her duties. Notwithstanding anything to the contrary, Shannon & Wilson shall never be deemed to have assumed responsibility for the project's site safety by either contract or conduct. No act or direction by Shannon & Wilson shall be deemed the exercise of supervision or control of any contractor's employees or the direction of any contractor's performance. Any direction provided by Shannon & Wilson shall be deemed solely to ensure the contractor's general overall compliance with Shannon & Wilson's design concept.

#### **No Responsibility for Contractor's Performance**

Except for its own subcontractors and employees, Shannon & Wilson shall not be responsible for safety precautions, the quality of any contractor's work, or any contractor's failure to furnish or perform their work in accordance with their contract documents.

Except Shannon & Wilson's own employees and its subcontractors, Shannon & Wilson shall not: be responsible for the acts or omissions of any contractor, subcontractor or supplier, or other persons at the project site, or otherwise furnishing or performing any work; or for any decision based on interpretations or clarifications of Shannon & Wilson's design concept given without the consultation and concurrence of Shannon & Wilson.

#### **Approval of Contractor's Applications for Payment**

If approval of a contractor's applications for payment are included in Shannon & Wilson's Proposal, Shannon & Wilson shall review the amounts due the contractor and issue a recommendation about payment to Client. Shannon & Wilson's review and approval shall be limited to an evaluation of the general progress of the work and the information contained in the contractor's application for payment and a representation by Shannon & Wilson that to the best of the Shannon & Wilson's knowledge, the contractor has performed work for which payment has been requested, subject to further testing and inspection upon substantial completion. The issuance of a recommendation for payment shall not be construed as a representation that: Shannon & Wilson has made an exhaustive check or a detailed or continuous inspection check of the quality or quantity of the contractor's work; approved the contractor's means, methods, sequences, procedures, or safety precautions; or that contractor's subcontractors, laborers, and suppliers have been paid.

### **ARTICLE 6 – CONFIDENTIALITY AND USE OF DOCUMENTS**

#### **Confidentiality**

Shannon & Wilson agrees to keep confidential and to not disclose to any person or entity (other than Shannon & Wilson's employees and subcontractors), without the prior consent of Client, all information furnished to Shannon & Wilson by Client or learned by Shannon & Wilson as a result of its work on the project; provided however, that these provisions shall not apply to information that: is in the public domain through no fault of Shannon & Wilson; was previously known to Shannon & Wilson; or was independently acquired by Shannon & Wilson from third-parties who were under no obligation to Client to keep said information confidential. This paragraph shall not be construed to in any way restrict Shannon & Wilson from making any disclosures required by law. Client agrees that Shannon & Wilson may use and publish Client's name and a general description of Shannon & Wilson's services with respect to the project in describing Shannon & Wilson's experience and qualifications to others.

**Copyrights and Patents** – Shannon & Wilson shall indemnify, hold harmless, and defend Client from any and all actions, damages, demands, expenses (including reasonable attorneys' fees and costs), losses, and liabilities arising out of any claims that any goods or services furnished by Subcontractor infringe any patent, trademark, trade name, or copyright.

#### **Use of Documents**

All documents prepared by Shannon & Wilson are instruments of service with respect to the project, and Shannon & Wilson shall retain a copyrighted ownership and property interest therein (including the right of reuse) whether or not the project is completed.

Shannon & Wilson grants to Client a non-exclusive, irrevocable, unlimited, royalty-free license to use any documents prepared by Shannon & Wilson for Client. Client may make and retain copies of such documents for their information and use. Such documents are not intended or represented to be suitable for reuse by Client, or others, after the passage of time, on extensions of the project, or on any other project. Any such reuse without written verification or adaptation by Shannon & Wilson, as appropriate for the specific purpose intended, shall be at Client's sole risk, and Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from such reuse, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract. Any verification or adaptation of the documents for extensions of the project or for any other project by Shannon & Wilson shall entitle Shannon & Wilson to additional compensation to be agreed upon by Client and Shannon & Wilson.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Shannon & Wilson. Text, data, or graphics files in electronic media format are furnished solely for the convenience of Client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because data stored in electronic media can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving an electronic file agrees that it shall perform acceptance tests or procedures within 60 days after its receipt, after which, unless notice of any errors are given in writing to the delivering party, the receiving party shall be deemed to have accepted the data thus transferred. Any errors reported within the 60-day acceptance

period shall be corrected by the party delivering the electronic files at their sole expense. Shannon & Wilson shall not be responsible for maintaining documents stored in electronic media format after acceptance by Client.

When transferring documents in electronic media format, neither Client nor Shannon & Wilson makes any representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used for the document's creation.

## ARTICLE 7 - INSURANCE

Shannon & Wilson shall purchase and maintain during the term of this contract, the following insurance coverage at its sole expense:

**Commercial General Liability** - \$1,000,000 each occurrence/\$2,000,000 annual aggregate Bodily Injury/Property Damage Combined Single Limit including Blanket Contractual Liability, Broad Form Products and Completed Operations, Explosion/Collapse/Underground (XCU) Exposures, and Washington Stop Gap coverage.

**Auto Liability** - \$1,000,000 Bodily Injury/Property Damage Combined Single Limit including Owned, Hired, and Non-Owned Liability coverage.

**Umbrella Liability** - \$10,000,000 Bodily Injury/Property Damage combined Single Limit in excess of Commercial General Liability, Auto Liability, and Employers' Liability.

**Workers' Compensation** - Statutory in monopolistic states and \$500,000 per accident/\$500,000 per disease/\$500,000 disease policy aggregate Employers' Liability in non-monopolistic including if applicable, U.S. Longshore & Harbor Workers coverage.

**Professional Liability** - \$5,000,000 per claims/\$5,000,000 annual aggregate for professional errors and omissions including Pollution Liability coverage.

If requested in writing by Client, Shannon & Wilson shall name Client as an additional insured on its Commercial General Liability policy.

If requested in writing by Client, Shannon & Wilson shall deliver to Client certificates of insurance evidencing such coverage. Such certificates shall be furnished before commencement of Shannon & Wilson's services.

Client shall cause Shannon & Wilson and its subcontractors to be listed as additional insureds on any Commercial General Liability insurance carried by Client that is applicable to the project.

Client shall require the project owner to require the general contractor on the project to purchase and maintain Commercial General Liability, Automobile Liability, Workers Compensation, and Employers Liability insurance, with limits no less than set forth above, and to cause Shannon & Wilson and its subcontractors to be listed as additional insureds on that Commercial General Liability insurance. Client shall require the project owner include the substance of this paragraph in the prime construction contract.

All insurance policies shall contain a waiver of subrogation.

## ARTICLE 8 - HAZARDOUS ENVIRONMENTAL CONDITIONS

### Disclosure of the Existence of Hazardous Environmental Conditions

Client has disclosed to Shannon & Wilson all data known to Client concerning known or suspected hazardous environmental conditions, including but not limited to, the existence of all asbestos, PCBs, petroleum, hazardous waste, or radioactive material, if any, located at or near the project site, including its type, quantity, and location, or has represented to Shannon & Wilson that, to the best of Client's knowledge, no hazardous environmental conditions exist at or near the project site.

If any hazardous environmental condition is encountered or believed to exist, Shannon & Wilson shall notify Client and, to the extent required by applicable laws and regulations, the project site owner, and appropriate governmental officials.

### Disposal of Non-Hazardous Samples and Hazardous or Toxic Substances

All substances on, in, or under the project site, or obtained from the project site as samples or as byproducts (e.g., drill cuttings and fluids) of the sampling process are the project site owner's property. Shannon & Wilson shall preserve such samples for forty-five (45) calendar days after Shannon & Wilson's issuance to Client of the final instrument of service that relates to the data obtained from them. Shannon & Wilson shall dispose of all non-hazardous samples and sampling process byproducts in accordance with applicable law; provided however, any samples or sampling process byproducts that are, or are believed to be, affected by regulated contaminants shall be packaged by Shannon & Wilson in accordance with applicable law, and turned over to Client or left on the project site. Shannon & Wilson shall not transport, store, treat, dispose of, or arrange for the transportation, storage, treatment, or disposal of, any substances known, believed, or suspected to be affected by regulated contaminants, nor shall Shannon & Wilson subcontract for such activities.

Shannon & Wilson shall, at Client's request (and for additional compensation, if not already included in Shannon & Wilson's Proposal), help Client or the project site owner identify appropriate alternatives for transportation, storage, treatment, or disposal of such substances, but Shannon & Wilson shall not make any independent determination about the selection of a transportation, storage, treatment, or disposal facility.

Client or the project site owner shall sign all manifests for the transportation, storage, treatment, or disposal of substances affected by regulated contaminants; provided however, notwithstanding any other provisions of this Agreement to the contrary if Client directs Shannon & Wilson, Shannon & Wilson's employees, or Shannon & Wilson's agents to sign such manifests and/or to hire for Client or the project site owner a contractor to transport, store, treat, or dispose of the contaminated substances, Shannon & Wilson shall do so only as Client's disclosed agent.

### Contaminated Equipment and Consumables

Client shall reimburse Shannon & Wilson for the cost of decontaminating field or laboratory equipment that is contaminated by regulated materials encountered at the project site and for the cost of disposal and replacement of contaminated consumables. In some instances, the cost of decontamination may exceed the fair market value of the equipment, were it not contaminated, together with the cost of properly transporting and disposing of the equipment. In such instances, Shannon & Wilson will notify Client and give Client the option of paying for decontamination or purchasing the equipment at its fair market value immediately prior to contamination. If Client elects to purchase equipment, Client and Shannon & Wilson will enter into a specific agreement for that purpose. Any equipment that cannot be decontaminated shall be considered a consumable.

### Client's Liability for Hazardous or Toxic Materials

Except to the extent caused by Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract, and only to the maximum extent permitted by law, Client shall: indemnify and hold harmless Shannon & Wilson, its subcontractors and their partners, officers, directors, employees, and agents; from and against any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage (including bodily injury, death, or

property damage to Shannon & Wilson's own employees), or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever; arising from the arrangement for and/or ownership, operation, generation, labeling, transportation, storage, disposal, treatment, release, or threatened release of any hazardous or toxic materials, as defined by CERCLA, MTCA, or similar federal, state, or local environmental laws, on and/or from the project site.

## **ARTICLE 9 - ALLOCATION OF RISK**

### **Indemnification of Client**

To the maximum extent permitted by law, Shannon & Wilson shall: indemnify and hold harmless Client, its appointed and elected officials, partners, officers, directors, employees, and agents; from and against any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage, (including bodily injury, death, or property damage to Shannon & Wilson's own employees) or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever; arising from the negligent or wrongful acts, errors, or omissions, or breach of contract or warranty express or implied, by Shannon & Wilson or any of its subcontractors; but only to the extent of Shannon & Wilson's and its subcontractor's relative degree of fault. In furtherance of these obligations, and only with respect to Client, its appointed and elected officials, partners, officers, directors, employees and agents, Shannon & Wilson waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit, or similar laws. Shannon & Wilson acknowledges that this waiver of immunity was mutually negotiated.

### **Limitation of Shannon & Wilson's Liability**

#### **A. Total Liability Limited to Insurance Proceeds**

Notwithstanding any other provisions of this Agreement, and only to the maximum extent permitted by law, the total liability, in the aggregate, of Shannon & Wilson, its subcontractors, and their partners, officers, directors, employees, agents and, or any of them, to Client and/or anyone claiming by, through, or under Client, for any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage, (including bodily injury, death, or property damage to Shannon & Wilson's own employees) or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever, arising out of, resulting from, or in any way related to the project or this Agreement, shall be limited to the insurance proceeds payable on behalf of or to Shannon & Wilson by any insurance policies applicable thereto. If you are unwilling or unable to limit our liability in this manner, we will negotiate this limitation and its associated impact on our approach, scope of work, schedule, and price, with you. You must notify us in writing before we commence our work of your intention to negotiate this limitation and its associated impact on our approach, scope of work, schedule, and price. Absent your prior written notification to the contrary, we will proceed on the basis that our total liability is limited as set forth above.

#### **B. Professional Liability Limited to \$50,000 or 10% of Fee**

With respect to professional errors or omissions only, notwithstanding any other provisions of this Agreement, and only to the maximum extent permitted by law, the total liability, in the aggregate, of Shannon & Wilson, its subcontractors, and their partners, officers, directors, employees, agents, or any of them, to Client and/or anyone claiming by, through, or under Client, for any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage (including bodily injury, death, or property damage to Shannon & Wilson's own employees) or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever, arising out of, resulting from, or in any way related to the professional errors or omissions of Shannon & Wilson, its subcontractors, or their partners, officers, directors, employees, agents or, or any of them, shall not exceed the aggregate total amount of \$50,000.00, or ten percent (10%) of the total compensation actually paid to Shannon & Wilson under this Agreement, whichever is greater. If you are unwilling or unable to limit our professional liability to these sums, we will negotiate the amount of this limitation and its associated impact on our approach, scope of work, schedule, and price, with you. You must notify us in writing before we commence our work of your intention to negotiate the amount of this limitation and its associated impact on our approach, scope of work, schedule, and price. Absent your prior written notification to the contrary, we will proceed on the basis that our total professional liability is limited to \$50,000.00 or ten percent (10%) of the total compensation actually paid to Shannon & Wilson under this Agreement, whichever is greater.

## **ARTICLE 10 – MISCELLANEOUS**

### **Termination**

This Agreement may be terminated without further obligation or liability by either party, with or without cause (for convenience), upon 30 days prior written notice to the other. Shannon & Wilson shall be entitled to compensation for all services performed prior to the termination of this Agreement. This Agreement may be terminated by the non-breaching party upon any breach of this Agreement that remains uncured after 10 days notice to the breaching party by the non-breaching party. Upon payment of all amounts due Shannon & Wilson, Client shall be entitled to copies of Shannon & Wilson's files and records pertaining to services performed prior to the termination of this Agreement.

### **Successors, Assigns, and Beneficiaries**

This Agreement shall be binding upon each party's assigns, successors, executors, administrators, and legal representatives.

Neither Client nor Shannon & Wilson may assign or transfer any rights under or interest in this Agreement without the written consent of the other. No assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Shannon & Wilson to any third-party. All duties and responsibilities undertaken under this Agreement shall be for the sole and exclusive benefit of Client and Shannon & Wilson. There are no intended third-party beneficiaries. Notwithstanding the foregoing, should a court find a third-party to be a beneficiary of this Agreement, it is the intent of the parties that the judicially created third-party beneficiary be bound by and subject to all of the terms and conditions of this Agreement.

### **Jurisdiction, Venue, and Choice of Law**

Any applicable Statute of Limitation shall be deemed to commence running on the date which the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than the date of substantial completion of Shannon & Wilson's services under this Agreement. To the maximum extent permitted by law, as a condition precedent to commencing a judicial proceeding, a party shall give written notice of their claims, including all amounts claimed,

and the factual basis for their claims, to the other party within one (1) year of when the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than one (1) year from the date of substantial completion of Shannon & Wilson's services under this Agreement. As a condition precedent to commencing a judicial proceeding, a party shall first submit their claims to non-binding mediation through and in accordance with the rules of the American Arbitration Association.

This Agreement shall be construed in accordance with and governed by the laws (except choice and conflict of law provisions) of the state in which the Project is located.

Any judicial action shall be brought in the state in which the Project is located.

**Attorneys' Fees**

Should any dispute or claims arise out of this Agreement, whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise, the prevailing party shall be entitled to an award of their reasonable attorneys' fees and costs, including upon appeal and in the enforcement of any judgment. Should neither party prevail on all of their claims or receive all of the relief they sought, then the substantially prevailing party shall be awarded their reasonable attorneys' fees and costs, including upon appeal and in the enforcement of any judgment.

**Waiver**

A waiver of any of the terms and conditions or breaches of this Agreement shall not operate as a subsequent waiver.

**Headings**

The headings used in this agreement are for general ease of reference only. They have no meaning and are not part of this Agreement.

**Integration**

This Agreement, together with all attachments hereto, are incorporated by reference into each other, and supercede all prior written and oral discussions, representations, negotiations, and agreements on the subject matter of this Agreement and represent the parties' complete, entire, and final understanding of the subject matter of this Agreement.

**Survival**

Notwithstanding completion or termination of this Agreement for any reason, all representations, warranties, limitations of liability, and indemnification obligations contained in this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

**Severability**

If any of the terms or conditions of this Agreement are found to be void or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect, and the court shall attempt to judicially reform the void or unenforceable provisions to the maximum extent possible, consistent with the original intent expressed in the provisions, to render it valid and enforceable. If the court is unable to reform the provisions to render it valid and enforceable, the court shall strike only that portion which is invalid or unenforceable, and this Agreement shall then be construed without reference to the void or unenforceable provisions.



Date: March 2022  
To: Mr. Loren Becia, PE  
The Boutet Company

## **IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL/ENVIRONMENTAL PROPOSAL**

More construction problems are caused by site subsurface conditions than any other factor. The following suggestions and observations are offered to help you manage your risks.

### **HAVE REALISTIC EXPECTATIONS.**

If you have never before dealt with geotechnical or environmental issues, you should recognize that site exploration identifies actual subsurface conditions at those points where samples are taken, at the time they are taken. The data derived are extrapolated by the consultant, who then applies judgment to render an opinion about overall subsurface conditions; their reaction to construction activity; appropriate design of foundations, slopes, impoundments, and recovery wells; and other construction and/or remediation elements. Even under optimal circumstances, actual conditions may differ from those inferred to exist, because no consultant, no matter how qualified, and no subsurface program, no matter how comprehensive, can reveal what is hidden by earth, rock, and time.

### **DEVELOP THE SUBSURFACE EXPLORATION PLAN WITH CARE.**

The nature of subsurface explorations—the types, quantities, and locations of procedures used—in large measure determines the effectiveness of the geotechnical/environmental report and the design based upon it. The more comprehensive a subsurface exploration and testing program, the more information it provides to the consultant, helping to reduce the risk of unanticipated conditions and the attendant risk of costly delays and disputes. Even the cost of subsurface construction may be lowered.

Developing a proper subsurface exploration plan is a basic element of geotechnical/environmental design, which should be accomplished jointly by the consultant and the client (or designated professional representatives). This helps the parties involved recognize mutual concerns and makes the client aware of the technical options available. Clients who develop a subsurface exploration plan without the involvement and concurrence of a consultant may be required to assume responsibility and liability for the plan's adequacy.

### **READ GENERAL CONDITIONS CAREFULLY.**

Most consultants include standard general contract conditions in their proposals. One of the general conditions most commonly employed is to limit the consulting firm's liability. Known as a "risk allocation" or "limitation of liability," this approach helps prevent problems at the beginning and establishes a fair and reasonable framework for handling them, should they arise.

Various other elements of general conditions delineate your consultant's responsibilities. These are used to help eliminate confusion and misunderstandings, thereby helping all parties recognize who is responsible for different tasks. In all cases, read your consultant's general conditions carefully and ask any questions you may have.

### **HAVE YOUR CONSULTANT WORK WITH OTHER DESIGN PROFESSIONALS.**

Costly problems can occur when other design professionals develop their plans based on misinterpretations of a consultant's report. To help avoid misinterpretations, retain your consultant to work with other project design professionals who are affected by the geotechnical/environmental report. This allows a consultant to explain report implications to design professionals affected by them, and to review their plans and specifications so that issues can be dealt with adequately. Although some other design professionals may be familiar with geotechnical/environmental concerns, none knows as much about them as a competent consultant.

## **OBTAIN CONSTRUCTION MONITORING SERVICES.**

Most experienced clients also retain their consultant to serve during the construction phase of their projects. Involvement during the construction phase is particularly important because this permits the consultant to be on hand quickly to evaluate unanticipated conditions, to conduct additional tests if required, and when necessary, to recommend alternative solutions to problems. The consultant can also monitor the geotechnical/environmental work performed by contractors. It is essential to recognize that the construction recommendations included in a report are preliminary, because they must be based on the assumption that conditions revealed through selective exploratory sampling are indicative of actual conditions throughout a site.

Because actual subsurface conditions can be discerned only during earthwork and/or drilling, design consultants need to observe those conditions in order to provide their recommendations. Only the consultant who prepares the report is fully familiar with the background information needed to determine whether or not the report's recommendations are valid. The consultant submitting the report cannot assume responsibility or liability for the adequacy of preliminary recommendations if another party is retained to observe construction.

## **REALIZE THAT ENVIRONMENTAL ISSUES MAY NOT HAVE BEEN ADDRESSED.**

If you have requested only a geotechnical engineering proposal, it will not include services needed to evaluate the likelihood of contamination by hazardous materials or other pollutants. Given the liabilities involved, it is prudent practice to always have a site reviewed from an environmental viewpoint. A consultant cannot be responsible for failing to detect contaminants when the services needed to perform that function are not being provided.

## **ONE OF THE OBLIGATIONS OF YOUR CONSULTANT IS TO PROTECT THE SAFETY, PROPERTY, AND WELFARE OF THE PUBLIC.**

A geotechnical/environmental investigation will sometimes disclose the existence of conditions that may endanger the safety, health, property, or welfare of the public. Your consultant may be obligated under rules of professional conduct, or statutory or common law, to notify you and others of these conditions.

## **RELY ON YOUR CONSULTANT FOR ADDITIONAL ASSISTANCE.**

Your consulting firm is familiar with several techniques and approaches that can be used to help reduce risk exposure for all parties to a construction project, from design through construction. Ask your consultant, not only about geotechnical and environmental issues, but others as well, to learn about approaches that may be of genuine benefit.

The preceding paragraphs are based on information provided by the  
ASFE/Association of Engineering Firms Practicing in the Geosciences, Silver Spring, Maryland

**Reid Middleton, Inc.**  
**Exhibit "A" Schedule of Charges - Alaska**  
**Effective July 1, 2021 through June 30, 2022**

Compensation shall be based on time and expenses directly attributable to the project and shall follow the schedule below unless another method of compensation has been expressed in the written agreement.

<b>I. Personnel</b>	<b>Hourly Rate</b>
Principal .....	\$ 230.00
Associate Principal .....	\$ 210.00
Associate .....	\$ 200.00
Senior Engineer .....	\$ 178.00
Project Engineer .....	\$ 158.00
Design Engineer/Designer II/Design Technician .....	\$ 143.00
Designer I .....	\$ 127.00
Project Administrator .....	\$ 122.00
CAD Technician II .....	\$ 127.00

Expert Witness/Forensic Engineering ..... 1.5 times usual hourly rate (4 hour minimum)

Individuals not in the regular employ of Reid Middleton may occasionally be engaged to meet specific project requirements. Charges for such personnel will be comparable to charges for regular Reid Middleton personnel.

A premium of 1.5 times the usual hourly rate may be charged if project requirements make overtime work necessary.

**II. Reimbursable Expenses**

The following charges shall apply to all agreements unless specifically stated otherwise. For fixed fee or lump sum agreements, these charges shall be over and above the stated fixed fee or lump sum.

Mileage..... \$ 0.56/mile

Expenses other than Reid Middleton’s professional services that are directly attributable to the project are invoiced at cost plus 15%. These expenses include, but are not limited to, subconsultant or subcontractor services, travel and subsistence, communications, couriers, postage, fees and permits, document reproduction, special instrumentation and field equipment rental, premiums for additional insurance where required, special supplies, and other costs directly applicable to the project.

A new schedule of charges is issued and becomes effective July 1 each year. Unless the agreement states otherwise, charges for all work, including continuing projects initiated in prior years, will be based on the latest schedule of charges.

**III. Payments**

Fees and all other charges are billed monthly as services progress. The full amount of each invoice is due and payable thirty (30) days after the date of such invoice. Any amount not paid within thirty (30) days of the date of the invoice shall be considered delinquent and shall bear a delinquency charge of 1-1/2 percent per month (or, if lower, the maximum rate allowed by law) from the date of the invoice. Failure to make a payment by the due date is a substantial breach of a material term of the parties' agreement, and Reid Middleton may, at its option, suspend services or terminate this agreement in that event. The delinquency charge or payment thereof shall not extend the due date or affect the right to suspend services or terminate. Payments received on delinquent accounts will be applied first to accrued delinquency charges and then to the unpaid principal amount.

**Reid Middleton, Inc.**  
**Exhibit "B" Conditions of Agreement – Alaska**

- I. Charges for Additional Services performed are in addition to charges specified in the agreement and shall be included on invoices sent to the client. Additional Services shall be performed at the rates specified in the current Exhibit "A," Schedule of Charges – Alaska.

Reid Middleton shall notify the client if it believes that any direction given by the client or any circumstances presented by the project requires the performance of services beyond the scope of the agreement. If the client disagrees that the services are beyond the scope of the agreement, or if the client prefers that the identified services not be performed, it shall notify Reid Middleton within one week of its receipt of Reid Middleton's original notice. If no such notice is received, Reid Middleton shall be authorized to perform the identified services as Additional Services.

Additional Services shall include, without limitation, the following:

1. Replacement of stakes destroyed by parties other than Reid Middleton or by an act of God;
  2. Making revisions to drawings, specifications or other documents which are inconsistent with approvals or instructions previously given by the client, required due to changes in the law or required due to changes in the overall project;
  3. Providing services due to default or defective performance on the part of the construction contractor;
  4. Providing services to address unanticipated or unforeseen site conditions; or
  5. Providing other services beyond the scope of services described in the agreement.
- II. All drawings, specifications, electronic media, and other documents prepared by Reid Middleton for this project are instruments of Reid Middleton's service for use solely with respect to this project. Reid Middleton shall be deemed to be the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The client shall be entitled to retain copies of the instruments of service for reference in connection with its use and occupancy of the project. Reid Middleton shall remove all indices of its ownership, professional corporation name, and/or involvement from each electronic media. Reid Middleton's drawings, specifications, electronic media, or other documents shall not be used by the client or by others on other projects, for additions to this project or for completion of this project by others, except by agreement in writing signed by Reid Middleton and with appropriate compensation to Reid Middleton. Any unauthorized use of the documents shall be at the client's sole risk, and the client shall indemnify, defend and hold Reid Middleton harmless from all claims, damages, losses or expenses, including attorney fees, related to or arising from such unauthorized use. Submission or distribution of documents to meet regulatory requirements or for similar purposes in connection with this project is not to be construed as publication in derogation of Reid Middleton's reserved rights.
- III. Reid Middleton shall not be liable for damages resulting from the actions or inactions of governmental agencies, and Reid Middleton shall act only as an advisor in all governmental communications and relations. Reid Middleton does not guarantee that requisite permits or authorizations will be issued.
- IV. Reid Middleton shall have no responsibility for the discovery, presence, handling, removal or disposal of pollutants or hazardous materials (including but not limited to asbestos, asbestos products, PCB or other toxic substances) in any form at the project site. In no event shall Reid Middleton (or its officers, directors, employees or consultants) be liable for costs, losses or damages -- including but not limited to delay costs or damages due to personal injury, sickness or death, or damage to property -- resulting from or related to the presence of pollutants or hazardous materials at the project site.
- V. In the event of a dispute arising out of or related to the agreement, or the breach or alleged breach hereof, which dispute cannot be resolved through negotiations between the parties, the parties agree that the dispute shall be submitted to nonbinding mediation. Unless the parties subsequently agree upon a different mediation service or mediator, the dispute shall be submitted to the American Arbitration Association, acting under its construction mediation rules and procedures. Either party may make the initial submission. Each party shall pay its own costs (including, if applicable, its attorney and expert witness costs) and one-half of the charge levied by the mediation service and mediator.
- If any dispute is not resolved through nonbinding mediation, venue for litigation arising under or related to this agreement, or the breach or alleged breach hereof, shall be in the Superior Court for the State of Alaska, 3rd Judicial District, at Anchorage, Alaska. The substantially prevailing party in litigation shall be awarded its costs, attorney fees and expert witness fees incurred for trial preparation, trial and, if applicable, any and all appeals. The agreement shall be governed by the internal laws of the State of Alaska.
- VI. Causes of action between the parties related to or arising out of the agreement shall be deemed to have accrued, and the applicable statute of limitations shall commence to run, no later than the date on which Reid Middleton last performs substantial services under this agreement.

**CS FOR HOUSE BILL NO. 411(CRA)**

IN THE LEGISLATURE OF THE STATE OF ALASKA

THIRTY-SECOND LEGISLATURE - SECOND SESSION

**BY THE HOUSE COMMUNITY AND REGIONAL AFFAIRS COMMITTEE**

**Offered: 4/20/22**

**Referred: Rules**

**Sponsor(s): HOUSE COMMUNITY AND REGIONAL AFFAIRS COMMITTEE**

**A BILL**

**FOR AN ACT ENTITLED**

1 **"An Act relating to municipal economic development; relating to municipal tax**  
2 **exemptions and deferrals on economic development property; and relating to economic**  
3 **development."**

4 **BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:**

5 \* **Section 1.** AS 29.35.110(c) is amended to read:

6 (c) Notwithstanding (a) of this section, a borough that has entered into an  
7 agreement with a city located in the borough to cooperatively or jointly provide for  
8 economic development may use borough revenue from taxes **or funding from other**  
9 **sources** [, WHETHER COLLECTED ON AN AREAWIDE OR NONAREAWIDE  
10 BASIS,] to carry out the terms of the agreement.

11 \* **Sec. 2.** AS 29.45.050(m) is amended to read:

12 (m) A municipality may by ordinance partially or totally exempt all or some  
13 types of economic development property from taxation for a designated period. Except  
14 as otherwise provided by an ordinance enacted by the municipality before January 1,

1 2017, a municipality that is a school district may only exempt all or a portion of the  
 2 amount of taxes that exceeds the amount levied on other property for the school  
 3 district's required local contribution under AS 14.17.410(b)(2). A municipality may by  
 4 ordinance permit deferral of payment of taxes on all or some types of economic  
 5 development property for a designated period. A municipality may [NOT] apply an  
 6 exemption or deferral under this subsection to taxes levied for special services in a  
 7 service area that is supervised by a service area board under AS 29.35.460 **unless the**  
 8 **board objects to the exemption or deferral by resolution adopted not later than**  
 9 **30 days after the effective date of the municipal ordinance enacting the tax**  
 10 **exemption or deferral.** A municipality may adopt an ordinance under this subsection  
 11 only if, before it is adopted, copies of the proposed ordinance made available at a  
 12 public hearing on it contain written notice that the ordinance, if adopted, may be  
 13 repealed by the voters through referendum. An ordinance adopted under this  
 14 subsection must include specific eligibility requirements and require a written  
 15 application for each exemption or deferral. [IN THIS SUBSECTION, "ECONOMIC  
 16 DEVELOPMENT PROPERTY" MEANS REAL OR PERSONAL PROPERTY,  
 17 INCLUDING DEVELOPED PROPERTY CONVEYED UNDER 43 U.S.C. 1601 ET  
 18 SEQ. (ALASKA NATIVE CLAIMS SETTLEMENT ACT),

19 (1) TO WHICH ONE OR MORE OF THE FOLLOWING APPLY:

20 (A) THE PROPERTY HAS NOT PREVIOUSLY BEEN  
 21 TAXED AS REAL OR PERSONAL PROPERTY BY THE MUNICIPALITY;

22 (B) THE PROPERTY IS USED IN A TRADE OR BUSINESS  
 23 IN A WAY THAT

24 (i) CREATES EMPLOYMENT IN THE  
 25 MUNICIPALITY;

26 (ii) GENERATES SALES OUTSIDE OF THE  
 27 MUNICIPALITY OF GOODS OR SERVICES PRODUCED IN THE  
 28 MUNICIPALITY; OR

29 (iii) MATERIALLY REDUCES THE IMPORTATION  
 30 OF GOODS OR SERVICES FROM OUTSIDE THE  
 31 MUNICIPALITY;

1 (C) AN EXEMPTION OR DEFERRAL ON THE PROPERTY  
 2 ENABLES A SIGNIFICANT CAPITAL INVESTMENT IN PHYSICAL  
 3 INFRASTRUCTURE THAT

4 (i) EXPANDS THE TAX BASE OF THE  
 5 MUNICIPALITY; AND

6 (ii) WILL GENERATE PROPERTY TAX REVENUE  
 7 AFTER THE EXEMPTION EXPIRES; OR

8 (2) THAT HAS NOT BEEN USED IN THE SAME TRADE OR  
 9 BUSINESS IN ANOTHER MUNICIPALITY FOR AT LEAST SIX MONTHS  
 10 BEFORE THE APPLICATION FOR DEFERRAL OR EXEMPTION IS FILED;  
 11 THIS PARAGRAPH DOES NOT APPLY IF THE PROPERTY WAS USED IN THE  
 12 SAME TRADE OR BUSINESS IN AN AREA THAT HAS BEEN ANNEXED TO  
 13 THE MUNICIPALITY WITHIN SIX MONTHS BEFORE THE APPLICATION  
 14 FOR DEFERRAL OR EXEMPTION IS FILED; THIS PARAGRAPH DOES NOT  
 15 APPLY TO INVENTORIES.]

16 \* **Sec. 3.** AS 29.71.800 is amended by adding a new paragraph to read:

17 (26) "economic development" means an action intended to result in an  
 18 outcome that causes an increase in, or avoids a decrease of, economic activity, gross  
 19 domestic product, or the tax base.



**GIRDWOOD HEALTH CLINIC - PHASE 2  
LANDSCAPE CODE NOTES**

ALL TITLE 21 LANDSCAPE REQUIREMENTS WERE MET AS A PART OF PHASE 1. PHASE 1 LANDSCAPING AND SITE AMENITIES ARE GRAPHICALLY DEPICTED ABOVE. NO ADDITIONAL LANDSCAPING WILL BE REQUIRED AS A PART OF THE PHASE 2 BUILDING EXPANSION

131 LINDBLAD AVENUE  
GIRDWOOD, ALASKA  
FLOOR PLAN - LEVEL 1

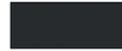
2022.03.16



**131 LINDBLAD AVENUE  
GIRDWOOD, ALASKA**  
EXTERIOR ELEVATIONS

2022.03.16

**EXTERIOR FINISH LEGEND**

-  **PHENOLIC LAMINATE PANEL**  
BOD: FIBERESIN STONEWOOD, 4'x8' PANELS  
COLOR: METROPOLITAN WALNUT
-  **PHENOLIC LAMINATE PANEL**  
BOD: FIBERESIN STONEWOOD, 12" PLANK  
COLOR: CARBON OAK
-  **PHENOLIC LAMINATE PANEL**  
BOD: FIBERESIN STONEWOOD, 4'x8' PANELS  
COLOR: WHITE ALUMINUM
-  **PHENOLIC LAMINATE PANEL**  
BOD: FIBERESIN STONEWOOD, 4'x8' PANELS  
COLOR: BLACK



**NORTH ELEVATION**



**EAST ELEVATION**

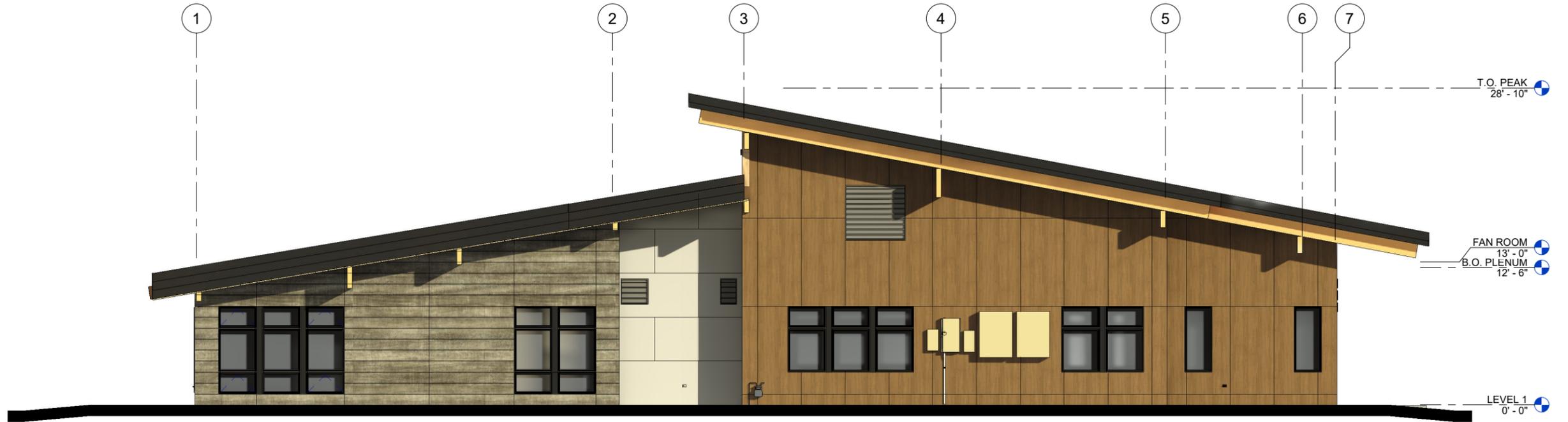
# 131 LINDBLAD AVENUE GIRDWOOD, ALASKA

## EXTERIOR ELEVATIONS

2022.03.16

### EXTERIOR FINISH LEGEND

	<b>PHENOLIC LAMINATE PANEL</b> BOD: FIBERESIN STONEWOOD, 4'x8' PANELS COLOR: METROPOLITAN WALNUT
	<b>PHENOLIC LAMINATE PANEL</b> BOD: FIBERESIN STONEWOOD, 12" PLANK COLOR: CARBON OAK
	<b>PHENOLIC LAMINATE PANEL</b> BOD: FIBERESIN STONEWOOD, 4'x8' PANELS COLOR: WHITE ALUMINUM
	<b>PHENOLIC LAMINATE PANEL</b> BOD: FIBERESIN STONEWOOD, 4'x8' PANELS COLOR: BLACK



**SOUTH ELEVATION**



**WEST ELEVATION**

**Dear Community Council:**

**Attached are Anchorage Assembly Resolutions or Memorandums regarding Liquor Licenses within your boundary.**

The regular Assembly Meeting is scheduled for 5:00 p.m. on April 26, 2022, at the Loussac Library Assembly Chambers located at 3600 Denali Street.

Please respond prior to the regular meeting scheduled on April 26, 2022, if the Community Council is in support of, neutral, or in opposition of the attached Anchorage Assembly Resolution or Memorandum.

*If you have any concerns or issues with the above referenced establishment(s) we recommend contacting Municipal Code Enforcement and the State of Alaska Enforcement, and file a formal complaint, supplying detailed information regarding your concerns.*

- *File a complaint with Municipal Code Enforcement – 343-4141 or online [HERE](#).*
- *File a complaint with the State of Alaska Alcohol & Marijuana Enforcement – 269-0350 or email [amco.enforcement@alaska.gov](mailto:amco.enforcement@alaska.gov)*

*If you feel that there are criminal activities taking place, please contact Anchorage Police Department and give them information possible criminal activities associated with the premises.*

- *File a complaint with Anchorage Police Department - [file your report here](#).*

If you have any concerns related to this proposed liquor license, please send them directly to [wmmas@muni.org](mailto:wmmas@muni.org).



March 23, 2022

Municipality of Anchorage

VIA Email: [miranda.honest@anchorageak.gov](mailto:miranda.honest@anchorageak.gov)  
[kiana.belser@anchorageak.gov](mailto:kiana.belser@anchorageak.gov)  
[municenses@muni.org](mailto:municenses@muni.org)

<b>License Type:</b>	Restaurant/Eating Place	<b>License Number:</b>	3558
<b>Licensee:</b>	Flight of Stairs LLC		
<b>Doing Business As:</b>	Hightower Pub		
<b>Premises Address:</b>	165 Hightower Road		

- New Application**
 **Transfer of Ownership Application**  
 **Transfer of Location Application**
 **Transfer of Controlling Interest Application**

We have received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service upon the applicant.

AS 04.11.491 – AS 04.11.509 provide that the board will deny a license application if the board finds that the license is prohibited under as a result of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application on the grounds that the applicant's proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the alcohol establishment, unless the local government has approved a variance from the local ordinance.

Sincerely,

Glen Klinkhart, Director  
[amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)



Alaska Alcoholic Beverage Control Board

# Form AB-01: Transfer License Application

### What is this form?

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

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

## Section 1 - Transferor Information

Enter information for the **current** licensee and licensed establishment.

Licensee:	All That's Silver LLC	License #:	3558
License Type:	Restaurant / Eating Place	Statutory Reference:	AS.04.11.100
Doing Business As:	Hightower Pub		
Premises Address:	165 Hightower Road		
City:	Girdwood	State:	AK
		ZIP:	99587
Local Governing Body:	Municipality of Anchorage		

### Transfer Type:

- Regular transfer
- Transfer with security interest
- Involuntary retransfer

OFFICE USE ONLY			
Complete Date:	3-23-22	Transaction #:	100341138
Board Meeting Date:	4-12-2022	License Years:	21-22
Issue Date:		BRE:	KPS



Alaska Alcoholic Beverage Control Board

**Form AB-01: Transfer License Application**

**Section 2 - Transferee Information**

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

Licensee:	Flight of Stairs LLC				
Doing Business As:	Hightower Pub				
Premises Address:	165 Hightower Road				
City:	Girdwood	State:	AK	ZIP:	99587
Community Council:	Girdwood				

Mailing Address:	P.O. Box 1084				
City:	Girdwood	State:	AK	ZIP:	99587

Designated Licensee:	Ali stair				
Contact Phone:	907-764-2442	Business Phone:			
Contact Email:	thehightowerpub@gmail.com				

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

**Section 3 - Premises Information**

Premises to be licensed is:

an existing facility     a new building     a proposed building

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

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

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



Alaska Alcoholic Beverage Control Board

**Form AB-01: Transfer License Application**

**Section 4 – Sole Proprietor Ownership Information**

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

This individual is an:  applicant  affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an:  applicant  affiliate

Name:					
Address:					
City:		State:		ZIP:	

**Section 5 – Entity Ownership Information**

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

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

Entity Official:	Melissa Randich				
Title(s):	Member	Phone:	907-310-8929	% Owned:	50
Address:	321 Brighton Rd.				
City:	Girdwood	State:	AK	ZIP:	99587



Alaska Alcoholic Beverage Control Board

**Form AB-01: Transfer License Application**

Entity Official:	Ali Stair			
Title(s):	Member/manager	Phone:	907-764-2442	% Owned: 50
Address:	321 Brighton Rd			
City:	Girdwood	State:	AK	ZIP: 99587

Entity Official:				
Title(s):		Phone:		% Owned:
Address:				
City:		State:		ZIP:

Entity Official:				
Title(s):		Phone:		% Owned:
Address:				
City:		State:		ZIP:

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

DOC Entity #:	10182195	AK Formed Date:	12/16/21	Home State:	AK
Registered Agent:	Melissa Randich	Agent's Phone:	907-310-8929		
Agent's Mailing Address:	PO Box 1084				
City:	Girdwood	State:	AK	ZIP:	99587

Residency of Agent: Yes No

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

AMCO Received 3/16/2022



Alcohol and Marijuana Control Office  
 550 W 7<sup>th</sup> Avenue, Suite 1600  
 Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
 Phone: 907.269.0350

**Alaska Alcoholic Beverage Control Board**

**Form AB-01: Transfer License Application**

**Section 6 – Other Licenses**

**Ownership and financial interest in other alcoholic beverage businesses:**

Yes No

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



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

**Section 7 – Authorization**

**Communication with AMCO staff:**

Yes No

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



If "Yes", disclose the name of the individual and the reason for this authorization:



Alaska Alcoholic Beverage Control Board

**Form AB-01: Transfer License Application**

**Section 8 – Transferor Certifications**

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

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

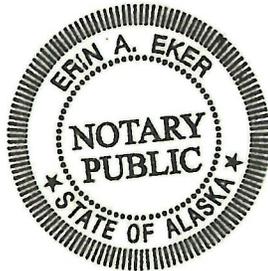
*[Handwritten Signature]*

Signature of transferor

*Raleigh Hill*

Printed name of transferor

Subscribed and sworn to before me this 9<sup>th</sup> day of MARCH, 2022



*[Handwritten Signature]*

Signature of Notary Public

Notary Public in and for the State of ALASKA

My commission expires: 3/31/2024

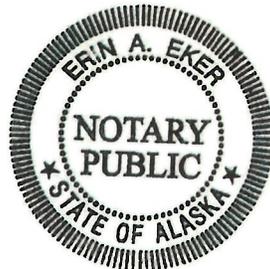
*[Handwritten Signature]*

Signature of transferor

*Jennifer Hill*

Printed name of transferor

Subscribed and sworn to before me this 9<sup>th</sup> day of MARCH, 2022



*[Handwritten Signature]*

Signature of Notary Public

Notary Public in and for the State of ALASKA

My commission expires: 3/31/2024



Alaska Alcoholic Beverage Control Board  
**Form AB-01: Transfer License Application**

**Section 9 – Transferee Certifications**

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

Initials

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

AS

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

AS

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

AS

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

AS

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

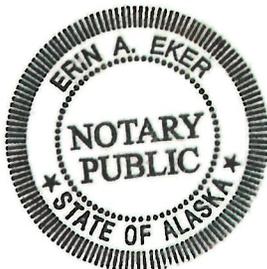
AS

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

[Signature]  
Signature of transferee

LU STAIR  
Printed name

Subscribed and sworn to before me this 9<sup>th</sup> day of MARCH, 2022



[Signature]  
Signature of Notary Public

Notary Public in and for the State of ALASKA

My commission expires: 3/31/2024



**Alaska Alcoholic Beverage Control Board**  
**Form AB-02: Premises Diagram**

**What is this form?**

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

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

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

Yes No

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

**Section 1 - Establishment Information**

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

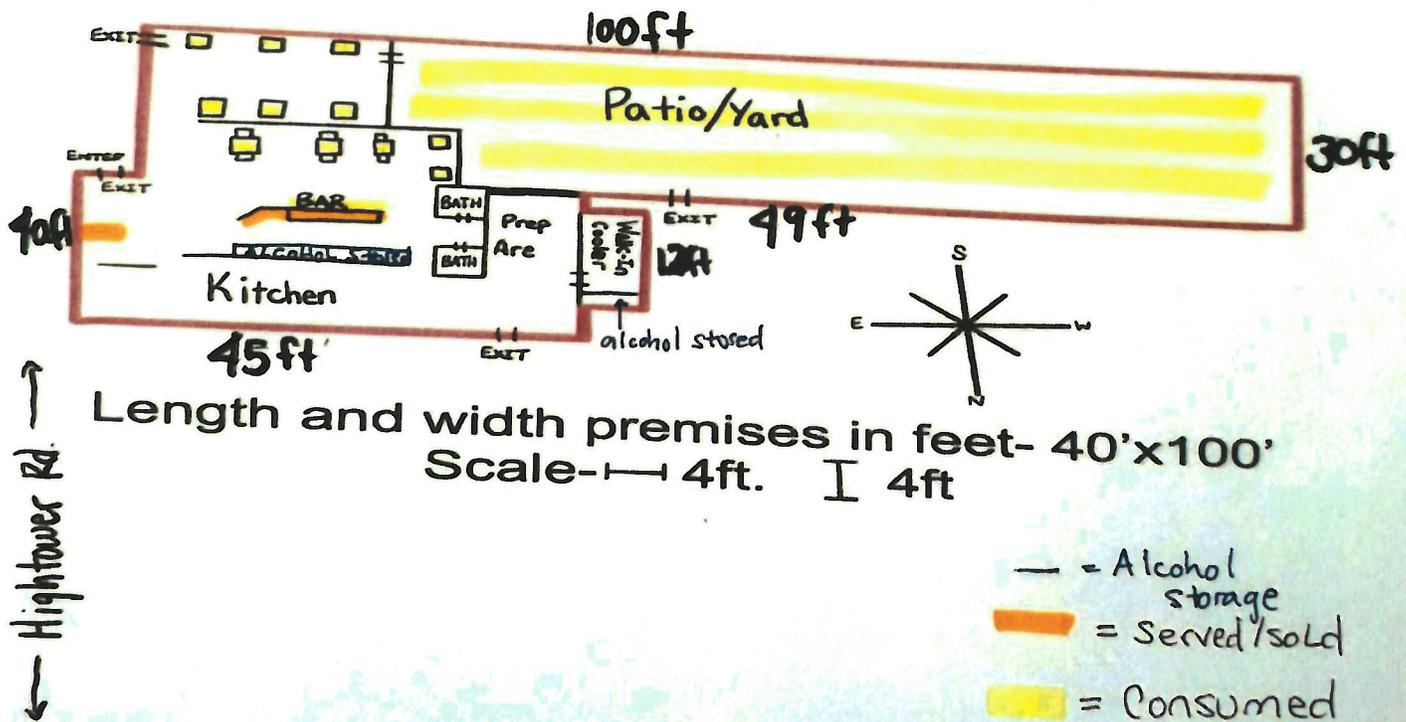
Licensee:	Flight of Stairs LLC	License Number:	3558		
License Type:	Restaurant Eating Place				
Doing Business As:	Hightower Pub				
Premises Address:	165 Hightower Rd				
City:	Girdwood	State:	AK	ZIP:	99587



Alaska Alcoholic Beverage Control Board  
**Form AB-02: Premises Diagram**

**Section 2 - Detailed Premises Diagram**

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



**Hightower Pub**  
**Outdoor/Indoor Serving Security Plan**

1. All minors must be accompanied by an adult (age over 21) while in the restricted area when any alcohol is being served/sold/consumed.
2. All new patrons are carded upon ordering alcohol.
3. All staff is trained in the identification of fake IDs.
4. Wooden fencing at 6ft tall with metal stretched fence at 2ft for a total of 8 ft is around the outdoor servicing area.
5. Underaged persons will be monitored closely by our professionally trained alcohol servers.
6. Proper egress from the outdoor service area will always remain unobstructed.
7. ABC mandated posters as required by law are posted inside Hightower Pub and at the entrances of the outdoor seating area.
8. All entrances and exits will provide clear notice that **NO ALCOHOL IS ALLOWED BEYOND THE OUTDOOR SEATING AREA.**
9. Keeping outdoor seating area viable without any increased risk to minors exposed to alcohol WILL continue to be a part of our training for our staff.
10. All safety related operations for our current liquor service will additionally be enforced in the new service area.
11. Proper signage at points of entry indicating no minors without a parent or legal guardian will be posted.
12. All servers will closely monitor that only the guests that have been carded will have alcoholic beverages.
13. Our top priority continues in providing safety for all guests regarding the service of alcoholic beverages.

14. Servers will be present in the outdoor area to monitor consumption.



Alaska Alcoholic Beverage Control Board

**Form AB-03: Restaurant Designation Permit Application**

**What is this form?**

A restaurant designation permit application is required for a licensee desiring designation under 3 AAC 304.715 – 3 AAC 304.795 as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049. Designation will be granted only to a holder of a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license, and only if the requirements of 3 AAC 304.305, 3 AAC 304.725, and 3 AAC 304.745, as applicable, are met. A menu or expected menu listing the meals, including entrees prepared onsite and offered to patrons, and copy of the DEC Food Service Permit (or corresponding DHHS documentation for licenses located in the Municipality of Anchorage) must accompany this form. Applicants should review AS 04.16.049 – AS 04.16.052 and 3 AAC 304.715 – 3 AAC 304.795. All fields of this form must be completed. The required \$50 permit fee may be made by credit card, check, or money order.

**Section 1 – Establishment Information**

Enter information for licensed establishment.

Licensee:	Flight of Stairs LLC				
License Type:	Restaurant Eating Place	License Number:	3558		
Doing Business As:	Hightower Pub				
Premises Address:	165 Hightower Rd				
City:	Girdwood	State:	AK	ZIP:	99587
Contact Name:	Ali Stair	Contact Phone:	(907) 764-2442		

**Section 2 – Type of Designation Requested**

This application is for the request of designation as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049, and for the request of the following designation(s) (check all that apply):

- Dining after standard closing hours: AS 04.16.010(c)
- Dining by persons 16 – 20 years of age: AS 04.16.049(a)(2)
- Dining by persons under the age of 16 years, accompanied by a person over the age of 21: AS 04.16.049(a)(3)
- Employment for persons 16 or 17 years of age: AS 04.16.049(c)  
 NOTE: Under AS 04.16.049(d), this permit is not required to employ a person 18 - 20 years of age.

OFFICE USE ONLY		
Transaction #:	100341138	Initials:



Alaska Alcoholic Beverage Control Board

**Form AB-03: Restaurant Designation Permit Application**

**Section 3 – Minor Access**

Review AS 04.16.049(a)(2); AS 04.16.049(a)(3); AS 04.16.049(c)

List where within the premises minors are anticipated to have access in the course of either dining or employment as designated in Section 2. (Example: Minors will only be allowed in the dining area. OR Minors will only be employed and present in the Kitchen.)

MINORS WILL BE ALLOWED IN THE DINING AREA.  
MINORS WILL BE EMPLOYED AND PRESENT IN THE KITCHEN.

Describe the policies, practices and procedures that will be in place to ensure that minors do not gain access to alcohol while dining or employed at your premises.

FOR DINERS TO ORDER ALCOHOL THEY MUST PROVIDE VALID STATE OR GOVERNMENT ISSUED I.D.  
ALL EMPLOYED MINORS WILL BE IN THE KITCHEN.  
ALL ALCOHOL IS STORED AND SERVED IN THE FRONT WITH SECURITY CAMERAS.

Is an owner, manager, or assistant manager who is 21 years of age or older always present on the premises during business hours?

Yes  No

**Section 4 – DEC Food Service Permit**

Per 3 AAC 304.910 for an establishment to qualify as a Bona Fide Restaurant, a Food Service Permit or (for licenses within the Municipality of Anchorage) corresponding Department of Health and Human Services documentation is required.

Please follow this link to the DEC Food Safety Website: <http://dec.alaska.gov/eh/fss/food/>  
Please follow this link to the Municipality Food Safety Website:  
<http://www.muni.org/Departments/health/Admin/environment/FSS/Pages/fssfood.aspx>

IF you are unable to certify the below statement, please discuss the matter with the AMCO office:

Initials

I have attached a copy of the current food service permit for this premises OR the plan review approval.

AS

\*Please note, if a plan review approval is submitted, a final permit will be required before finalization of any permit or license application.



Alaska Alcoholic Beverage Control Board

**Form AB-03: Restaurant Designation Permit Application**

**Section 5 – Hours of Operation**

Review AS 04.16.010(c).

Enter all hours that your establishment intends to be open. Include variances in weekend/weekday hours, and indicate am/pm:

Monday - Friday : 8am - 12am  
Saturday - Sunday : 8am - 12am

**Section 6 – Entertainment & Service**

Review AS 04.11.100(g)(2)

Are any forms of entertainment offered or available within the licensed business or within the proposed licensed premises?

Yes  No

If "Yes", describe the entertainment offered or available and the hours in which the entertainment may occur:

Live music = 3pm - 11pm  
Karaoke = 3pm - 11pm

Food and beverage service offered or anticipated is:

table service  buffet service  counter service  other

If "other", describe the manner of food and beverage service offered or anticipated:



Alaska Alcoholic Beverage Control Board

**Form AB-03: Restaurant Designation Permit Application**

**Section 7 – Certifications and Approvals**

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

Initials

There are tables or counters at my establishment for consuming food in a dining area on the premises.



I have included with this form a menu, or an expected menu, listing the meals to be offered to patrons. This menu includes entrees that are regularly sold and prepared by the licensee at the licensed premises.



I certify that the license for which I am requesting designation is either a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license.



I have included with this application a copy of the most recent AB-02 or AB-14 for the premises to be permitted. (AB-03 applications that accompany a new or transfer license application will not be required to submit an additional copy of their premises diagram.)



I declare under penalty of perjury that this form, including all attachments and accompanying schedules and statements, is true, correct, and complete.

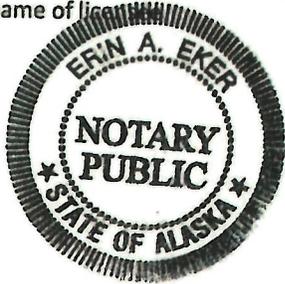
[Signature]  
Signature of licensee

[Signature]  
Signature of Notary Public

ALI STAIR  
Printed name of licensee

Notary Public in and for the State of ALASKA

My commission expires: 3/31/2024



Subscribed and sworn to before me this 9<sup>th</sup> day of MARCH, 2022

Local Government Review (to be completed by an appropriate local government official):

Approved

Denied

\_\_\_\_\_  
Signature of local government official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of local government official

\_\_\_\_\_  
Title



Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

**Alaska Alcoholic Beverage Control Board**

**Form AB-03: Restaurant Designation Permit Application**

**AMCO Enforcement Review:**

**Enforcement Recommendation:**

Approve

Deny

\_\_\_\_\_  
Signature of AMCO Enforcement Supervisor

\_\_\_\_\_  
Printed name of AMCO Enforcement Supervisor

\_\_\_\_\_  
Date

**Enforcement Recommendations:**

**AMCO Director Review:**

Approved

Denied

\_\_\_\_\_  
Signature of AMCO Director

\_\_\_\_\_  
Printed name of AMCO Director

\_\_\_\_\_  
Date

**Limitations:**

## Hightower Pub Menu

### **Breakfast**

Made to Order Omelets- Egg, seasonal vegetables, cheese, and your choice of bacon, breakfast sausage, or ham

Omu Rice- Breakfast rice bowl with egg and gravy

Loco Moco- Breakfast rice bowl with egg, gravy, and ground beef

Create your breakfast plate- Eggs to order, Pancake, add your choice of meat (bacon, breakfast sausage, ham)

French Toast with Garam Marsala

Breakfast Sandwich- Bagel, egg, cheese, sausage patty

Breakfast Burrito- Egg, cheese, beans, bacon, pico de gallo

### **Lunch**

Chilean Bowl- Plantain, sweet potato, black bean, rice, ham, and Chilean Curry

Indian Bowl- Rice, Lentils, Curry

Middle Eastern Bowl- Garbanzos, rice, couscous, tomato, cucumber, tzatziki

Asian Bowl- Garlic eggplant, spring onion, rice, edamame, dashi

Thai Bowl- Sticky rice, peanut sauce, garlic eggplant, mung bean

### **Dinner**

AMCO

FEB - 4 2022

## Appetizers

Sliders- daily special

Fries with curry sauce- fries with a curry dipping sauce

## Salad

Greek Salad- Tomatoes, lettuce, feta, greek olives, onions, olive oil salad dressing

Chopped Salad- seasonal vegetable chopped salad with your choice of dressing

## Family style servings + Bread

Enchiladas- Enchilada of the day + beans and rice

Lasagna- Ground beef, mozzarella, ricotta, lasagna noodles, tomatoes, and seasoning

Baked Pasta- Daily baked pasta

Swedish meatballs- egg pasta in a cream sauce with meatballs

Spaghetti & Meatballs- Big bowl of spaghetti with meatballs

THIS PERMIT MUST BE CONSPICUOUSLY POSTED IN A PUBLIC PLACE IN THE ESTABLISHMENT

Municipality of Anchorage  
DEPARTMENT OF HEALTH & HUMAN SERVICES

PERMIT

FACILITY NAME  
OWNER'S NAME  
LOCATION:

HIGHTOWER PUB  
FLIGHT OF STAIRS LLC  
165 HIGHTOWER RD

PERMIT NO.  
FA0017378



ISSUED BY THE DEPARTMENT OF HEALTH & HUMAN SERVICES AND SUBJECT TO THE ANCHORAGE MUNICIPAL CODE OF ORDINANCES TITLES 15 AND 16. UNLESS THE OWNERSHIP CHANGES, THIS PERMIT IS VALID FROM 1/1/2022 TO 12/31/2022

HIGHTOWER PUB  
PO BOX 1084

GIRDWOOD, AK 99587

THIS CERTIFICATE AND PERMIT IS NOT TRANSFERABLE  
AND IS THE PROPERTY OF THE MUNICIPALITY OF ANCHORAGE

70-031 Ver. 9\_02

AMCO

FEB - 4 2022

Dear Community Council:

To comply with AS 04.21.010(d), the Municipal Clerk's Office is sending notice of pending Assembly action on applications for state liquor license applications.

The Municipal Clerk's Office has been given notice by the Alcohol & Marijuana Control Office, of a liquor license within the community council's boundary which is tentatively scheduled to appear before the Assembly at the regular Assembly meeting on May 10, 2022.

**Please respond before May 10, 2022 if the Community Council is in support of, neutral, or in opposition of the proposed liquor license.**

*If you have any concerns or issues with the above referenced establishment(s) we recommend contacting Municipal Code Enforcement and the State of Alaska Enforcement, and file a formal complaint, supplying detailed information regarding your concerns.*

- *File a complaint with Municipal Code Enforcement – 343-4141 or online [HERE](#).*
- *File a complaint with the State of Alaska Alcohol & Marijuana Enforcement – 269-0350 or email [amco.enforcement@alaska.gov](mailto:amco.enforcement@alaska.gov)*

*If you feel that there are criminal activities taking place, please contact Anchorage Police Department and give them information possible criminal activities associated with the premises.*

- *File a complaint with Anchorage Police Department - [file your report here](#).*

If you have any concerns related to this proposed liquor license, please send them directly to [wwmas@muni.org](mailto:wwmas@muni.org).



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,  
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE  
550 West 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
Main: 907.269.0350

March 29, 2022

Municipality of Anchorage

VIA Email: [miranda.honest@anchorageak.gov](mailto:miranda.honest@anchorageak.gov)  
[kiana.belser@anchorageak.gov](mailto:kiana.belser@anchorageak.gov)  
[munilicenses@muni.org](mailto:munilicenses@muni.org)

<b>License Type:</b>	Restaurant/Eating Place	<b>License Number:</b>	6025
<b>Licensee:</b>	Sadie Romos Restaurant LLC		
<b>Doing Business As:</b>	Sadie Romo's Restaurant		
<b>Premises Address:</b>	194 Hightower Road		

- New Application**
 **Transfer of Ownership Application**  
 **Transfer of Location Application**
 **Transfer of Controlling Interest Application**

We have received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service upon the applicant.

AS 04.11.491 – AS 04.11.509 provide that the board will deny a license application if the board finds that the license is prohibited under as a result of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application on the grounds that the applicant's proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the alcohol establishment, unless the local government has approved a variance from the local ordinance.

Sincerely,

Glen Klinkhart, Director  
[amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)



Alcohol and Marijuana Control Office  
 550 W 7<sup>th</sup> Avenue, Suite 1600  
 Anchorage, AK 99501  
[alcohol\\_licensing@alaska.gov](mailto:alcohol_licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

**Form AB-00: New License Application**

What is this form?

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

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

**Section 1 - Establishment and Contact Information**

Enter information for the business seeking to be licensed:

Licensee:	Sadie Romos Restaurant, LLC		
License Type:	Restaurant Eating Place	Statutory Reference:	as-04.11.100
Doing Business As:	Sadie Romo's Restaurant		
Premises Address:	194 Hightower Rd		
City:	Girdwood	State:	AK ZIP: 99587
Local Governing Body:	Anchorage Muni		
Community Council:	Girdwood		

Mailing Address:	3906 Scenic View Dr		
City:	Anchorage	State:	AK ZIP: 99587

Designated Licensee:	Celina Aguirre		
Contact Phone:	(907)331-9705	Business Phone:	(907)865-7959
Contact Email:	celina@sadieromos.com		

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

OFFICE USE ONLY			
Complete Date:	3-29-22	License Years:	License #: 6025
Board Meeting Date:	4-12-22	Transaction #:	100319135
Issue Date:		BRE:	KRS



Alcohol and Marijuana Control Office  
 550 W 7<sup>th</sup> Avenue, Suite 1600  
 Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
 Phone: 907 269 0350

Alaska Alcoholic Beverage Control Board  
**Form AB-00: New License Application**

**Section 2 – Premises Information**

Premises to be licensed is:

- an existing facility     a new building     a proposed building

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

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

0.4 Miles (680 Hightower Rd. Girdwood, Ak 99587)

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

0.6 Miles (102 Heavenly Valley Dr. Girdwood, AK 99587)

**Section 3 – Sole Proprietor Ownership Information**

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 4. If more space is needed, please attach a separate sheet with the required information.

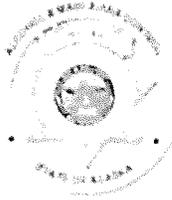
The following information must be completed for each licensee and each affiliate (spouse)

This individual is an:  applicant     affiliate

Name:				
Address:				
City:		State:		ZIP:

This individual is an:  applicant     affiliate

Name:				
Address:				
City:		State:		ZIP:



Alaska Alcoholic Beverage Control Board

**Form AB-00: New License Application**

**Section 4 – Entity Ownership Information**

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 5.

If more space is needed, please attach a separate sheet with the required information.

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

Entity Official:	Celina Aguirre			
Title(s):	<del>Owner/Partner</del> Member	Phone:	(907)331-9705	% Owned: 50
Address:	178 Timberline Dr			
City:	Girdwood	State:	AK	ZIP: 99587

Entity Official:	Sequoia Belton			
Title(s):	<del>Partner</del> Member	Phone:	(907)888-7136	% Owned: 25
Address:	3906 Scenic View Dr			
City:	Anchorage	State:	AK	ZIP: 99504

Entity Official:	Jordan Scott			
Title(s):	<del>Partner</del> Member	Phone:	(303)514-3119	% Owned: 25
Address:	608 N Bliss St Unit C			
City:	Anchorage	State:	AK	ZIP: 99508

Entity Official:				
Title(s):		Phone:		% Owned:
Address:				
City:		State:		ZIP:



Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage AK 99501  
alcohol.licensing@alaska.gov  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907 269 0350

Alaska Alcoholic Beverage Control Board  
**Form AB-00: New License Application**

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

DOC Entity #:	10189357	AK Formed Date:	3/8/22	Home State:	AK
Registered Agent:	Sequoia Belton	Agent's Phone:	(907) 888-7136		
Agent's Mailing Address:	3906 Spenic View Dr -				
City:	Anchorage	State:	AK	ZIP:	99504

Residency of Agent: Yes No

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

**Section 5 - Other Licenses**

Ownership and financial interest in other alcoholic beverage businesses: Yes No

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

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

**Section 6 - Authorization**

Communication with AMCO staff: Yes No

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

If "Yes", disclose the name of the individual and the reason for this authorization:



Alcohol and Marijuana Control Office  
 550 W 7<sup>th</sup> Avenue, Suite 1600  
 Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
 Phone 907 269 0350

Alaska Alcoholic Beverage Control Board  
**Form AB-00: New License Application**

**Section 7 – Certifications**

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

Initials

I certify that all proposed licensees (as defined in AS 04 11 260) and affiliates have been listed on this application

CA

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

CA

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

CA

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04 21 025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304 465.

CA

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

CA

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

*Celina Aguirre*  
 Signature of licensee  
Celina Aguirre  
 Printed name of licensee

*Lori C. Hibbs*  
 Signature of Notary Public  
 Notary Public in and for the State of Alaska

My commission expires: June 17, 2025

Subscribed and sworn to before me this 6<sup>th</sup> day of November, 2021.

LORI C. HIBBS  
 Notary Public  
 State of Alaska  
 My Commission Expires Jun 17, 2025



Alcohol and Marijuana Control Office  
 550 W 7<sup>th</sup> Avenue, Suite 1600  
 Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
 Phone: 907 269 0350

Alaska Alcoholic Beverage Control Board  
**Form AB-02: Premises Diagram**

**What is this form?**

A detailed diagram of the proposed licensed premises is required for all liquor license applications, per AS 04 11 260 and 3 AAC 304 185. Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, consumption, and manufacturing. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.

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

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

Yes No

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

**Section 1 – Establishment Information**

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

Licensee:	Sadie Romo's Restaurant, LLC	License Number:	
License Type:	Restaurant Eating Place		
Doing Business As:	Sadie Romo's <i>Restaurant</i>		
Premises Address:	194 Hightower Rd		
City:	Girdwood	State:	AK ZIP: 99587



Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board  
**Form AB-02: Premises Diagram**

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**Section 2 – Detailed Premises Diagram**

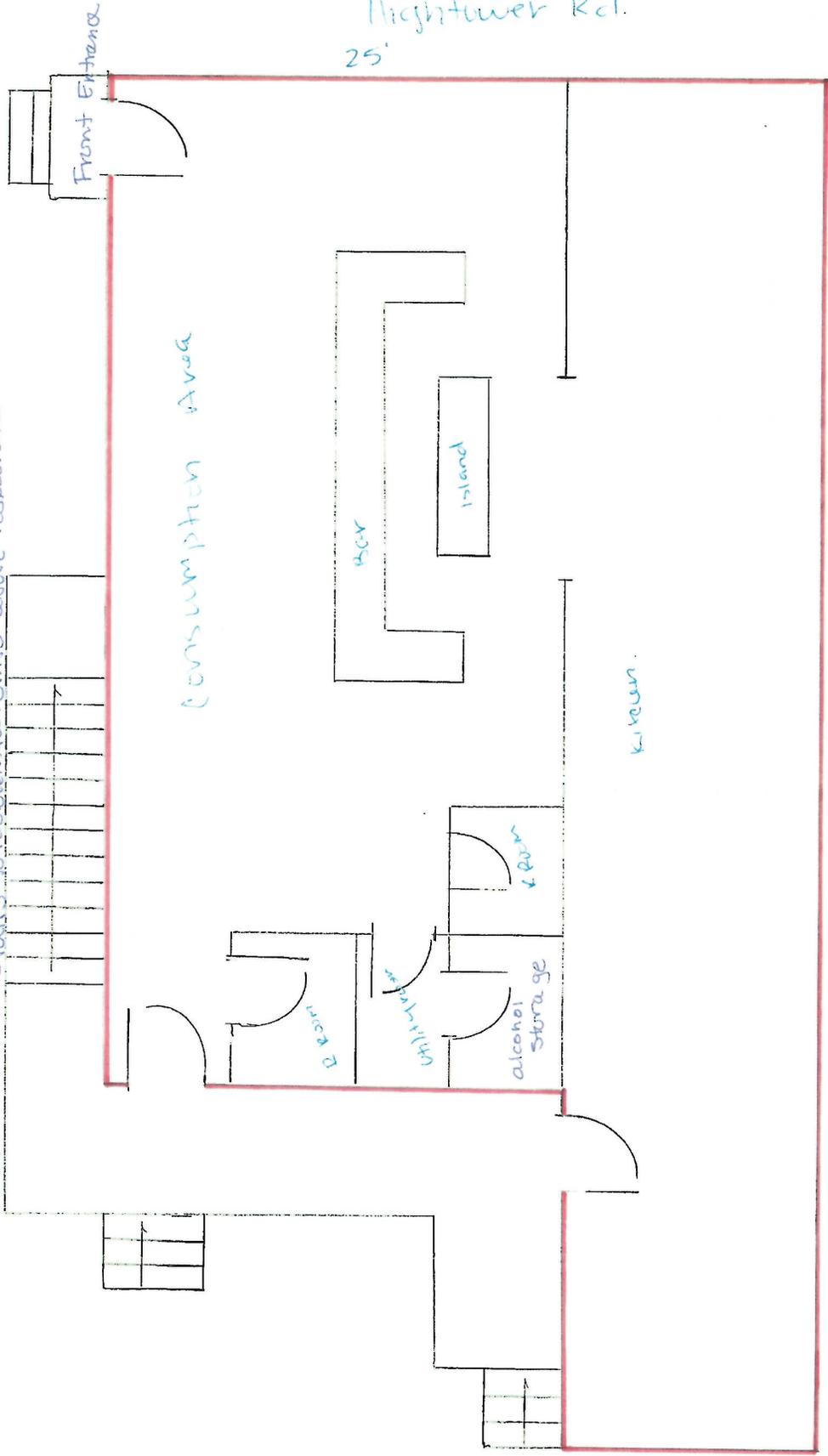
Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances and exits, walls, bars, and fixtures, and outline in red the perimeter of the areas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

A large, empty rectangular box with a black border, intended for the user to draw a detailed premises diagram. The box is currently blank.

(N)

Hightower Rd.

25'



(W)

(E)

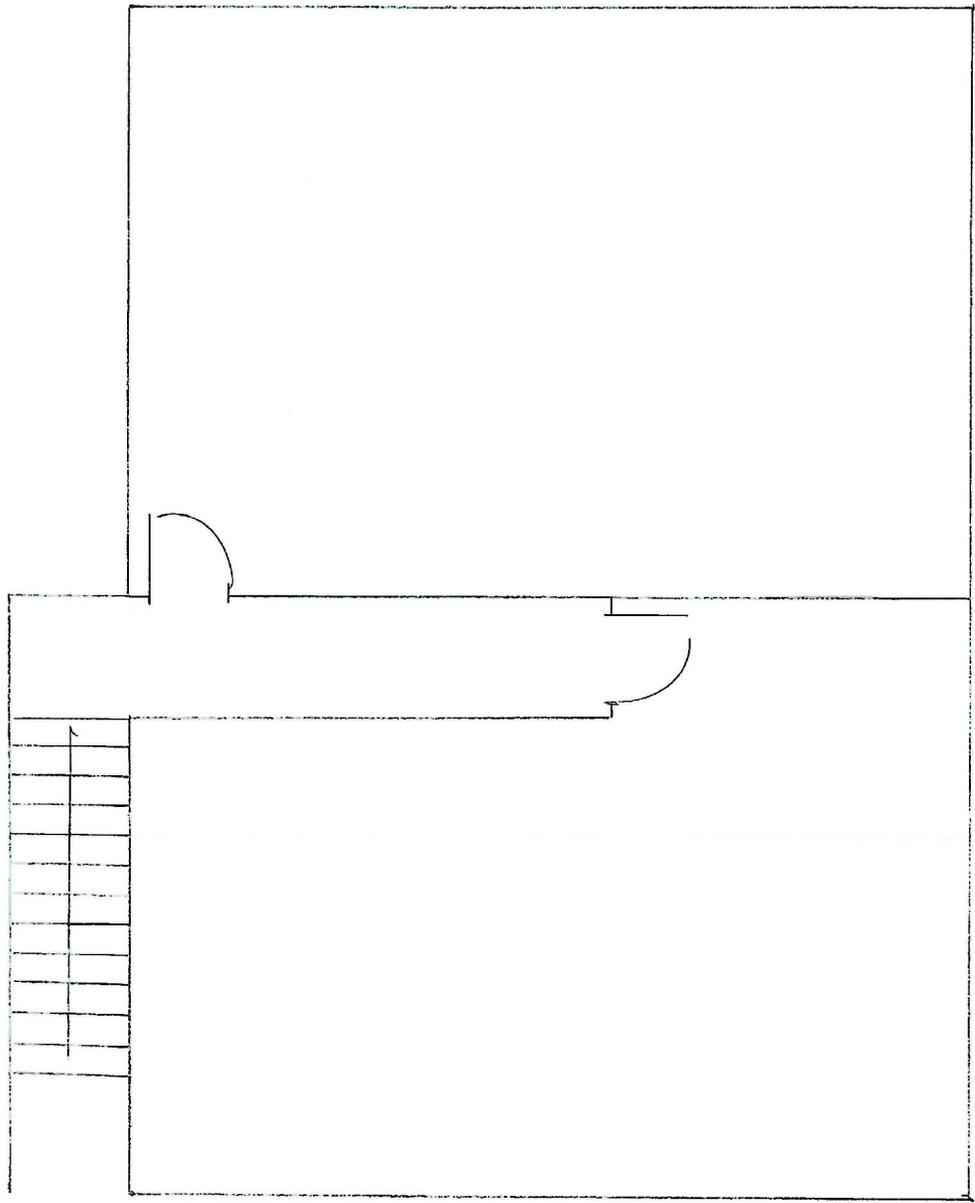
(S)

(N)

Second floor rental apartments.

(2)

(E)



(S)



Alaska Alcoholic Beverage Control Board

**Form AB-03: Restaurant Designation Permit Application**

What is this form?

A restaurant designation permit application is required for a licensee desiring designation under 3 AAC 304 715 – 3 AAC 304 795 as a bona fide restaurant, hotel, or eating place for purposes of AS 04 16 010(c) or AS 04 16 049. Designation will be granted only to a holder of a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license, and only if the requirements of 3 AAC 304 305, 3 AAC 304 725, and 3 AAC 304 745, as applicable, are met. A menu or expected menu listing the meals, including entrees prepared onsite and offered to patrons, and copy of the DEC Food Service Permit (or corresponding DHHS documentation for licenses located in the Municipality of Anchorage) must accompany this form. Applicants should review AS 04 16 049 – AS 04 16 052 and 3 AAC 304 715 – 3 AAC 304 795. All fields of this form must be completed. The required \$50 permit fee may be made by credit card, check, or money order.

**Section 1 – Establishment Information**

Enter information for licensed establishment.

Licensee:	Sadie Romo's Restaurant, LLC		
License Type:	Restaurant Eating Place	License Number:	<del>214312</del> 6025
Doing Business As:	Sadie Romo's Restaurant		
Premises Address:	194 Hightower Rd.		
City:	Girdwood	State:	AK ZIP: 99587
Contact Name:	Celina Aguirre	Contact Phone:	(907)331-9705

**Section 2 – Type of Designation Requested**

This application is for the request of designation as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049, and for the request of the following designation(s) (check all that apply):

1.  Dining after standard closing hours: AS 04.16.010(c)
2.  Dining by persons 16 – 20 years of age: AS 04.16.049(a)(2)
3.  Dining by persons under the age of 16 years, accompanied by a person over the age of 21: AS 04.16.049(a)(3)
4.  Employment for persons 16 or 17 years of age: AS 04.16.049(c)  
 NOTE: Under AS 04.16.049(d), this permit is not required to employ a person 18 - 20 years of age.

OFFICE USE ONLY	
Transaction #:	100319135
Initials:	



Alcohol and Marijuana Control Office  
 550 W 7<sup>th</sup> Avenue, Suite 1600  
 Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

**Form AB-03: Restaurant Designation Permit Application**

**Section 3 – Minor Access**

Review AS 04.16.049(a)(2); AS 04.16.049(a)(3); AS 04.16.049(c)

List where within the premises minors are anticipated to have access in the course of either dining or employment as designated in Section 2. (Example: Minors will only be allowed in the dining area. OR Minors will only be employed and present in the Kitchen.)

Minors will only be allowed access to the Dining area, Restrooms and kitchen (if employed).

Describe the policies, practices and procedures that will be in place to ensure that minors do not gain access to alcohol while dining or employed at your premises.

Storage: All alcohol will be delivered to our certified bar manager who will confirm inventory and store out of reach of any patron or employee that is uncertified or disqualified as someone who is allowed access.

Sales: All alcohol will be served by certified Employees who are trained to card EVERY patron looking to purchase "adult beverages" any non certified employees will only be permitted to bus empty alcohol containers from tables to help support our servers and bartenders.

Is an owner, manager, or assistant manager who is 21 years of age or older always present on the premises during business hours?

Yes  No

**Section 4 – DEC Food Service Permit**

Per 3 AAC 304.910 for an establishment to qualify as a Bona Fide Restaurant, a Food Service Permit or (for licenses within the Municipality of Anchorage) corresponding Department of Health and Human Services documentation is required.

Please follow this link to the DEC Food Safety Website: <http://dec.alaska.gov/eh/fss/food/>  
 Please follow this link to the Municipality Food Safety Website:  
<http://www.muni.org/Departments/health/Admin/environment/FSS/Pages/fssfood.aspx>

If you are unable to certify the below statement, please discuss the matter with the AMCO office

I have attached a copy of the current food service permit for this premises OR the plan review approval

Initials

CA

*\*Please note, if a plan review approval is submitted, a final permit will be required before finalization of any permit or license application.*



Alcohol and Marijuana Control Office  
 550 W 7<sup>th</sup> Avenue, Suite 1600  
 Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
 Phone: 907 269 0350

Alaska Alcoholic Beverage Control Board

**Form AB-03: Restaurant Designation Permit Application**

**Section 5 – Hours of Operation**

Review AS 04 16 010(c)

Enter all hours that your establishment intends to be open. Include variances in weekend/weekday hours, and indicate am/pm:

If permitted a license for a beer and wine license, we intend to be open 7 days a week from 10am-12pm

**Section 6 – Entertainment & Service**

Review AS 04.11.100(g)(2)

Are any forms of entertainment offered or available within the licensed business or within the proposed licensed premises?

Yes  No

If "Yes", describe the entertainment offered or available and the hours in which the entertainment may occur:

Trivia (6pm-8pm) Thursdays  
 Paint Night (6pm-8pm) Random (once a month)  
 Nights of the week for these possible events will be subject to change based on availability.

Food and beverage service offered or anticipated is:

table service     buffet service     counter service     other

If "other", describe the manner of food and beverage service offered or anticipated:



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<https://www.commerce.alaska.gov/web/amco>  
 Phone: 907 269 0350

Alaska Alcoholic Beverage Control Board

**Form AB-03: Restaurant Designation Permit Application**

**Section 7 – Certifications and Approvals**

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

Initials

There are tables or counters at my establishment for consuming food in a dining area on the premises.

CA

I have included with this form a menu, or an expected menu, listing the meals to be offered to patrons. This menu includes entrees that are regularly sold and prepared by the licensee at the licensed premises.

CA

I certify that the license for which I am requesting designation is either a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license.

CA

I have included with this application a copy of the most recent AB-02 or AB-14 for the premises to be permitted  
*(AB-03 applications that accompany a new or transfer license application will not be required to submit an additional copy of their premises diagram.)*

CA

I declare under penalty of perjury that this form, including all attachments and accompanying schedules and statements, is true, correct, and complete.

Celina Aguirre  
 Signature of licensee

Nichole Bourhard  
 Signature of Notary Public

Celina Aguirre  
 Printed name of licensee

Notary Public in and for the State of Alaska



My commission expires 01/25/2025

Subscribed and sworn to before me this 8<sup>th</sup> day of December, 2021

Local Government Review (to be completed by an appropriate local government official):

Approved      Denied



Signature of local government official

Date

Printed name of local government official

Title



Alcohol and Marijuana Control Office  
 550 W 7<sup>th</sup> Avenue, Suite 1600  
 Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

**Form AB-03: Restaurant Designation Permit Application**

AMCO Enforcement Review: \_\_\_\_\_ Enforcement Recommendation: Approve Deny

Signature of AMCO Enforcement Supervisor

Printed name of AMCO Enforcement Supervisor

Date: \_\_\_\_\_

Enforcement Recommendations:

AMCO Director Review: \_\_\_\_\_ Approved Denied

Signature of AMCO Director

Printed name of AMCO Director

Date: \_\_\_\_\_

Limitations:



209.223.7630  
124 Hightower Road  
Oxford, AL 35897  
www.sadieromos.com

**SHARES**

CHORIZO QUESO \$9

*Hot queso dip with chorizo & a side of chips*

GUACAMOLE & CHIPS \$8

GARDEN SALAD \$6

SADIE ROMO'S CHIPS & SALSA \$5

*Our signature red salsa, served with chips*

**PLATOS \$19**

*All entrees are served with Chicken or Pork (Carne Asada +\$4), with a side of rice & beans with fresh pico de gallo*

QUESADILLA

*Meat and blended cheese melted between the layers of a large flour tortilla*

ROMO'S BURRITO

*Meat, cheese, beans, rice, & pico de gallo*

TACO PLATO

*Three Tacos*

CHUGACH NACHO'S \$19

*A mountain of tortilla chips layered with house made nacho cheese, pico de gallo, and your meat of choice*

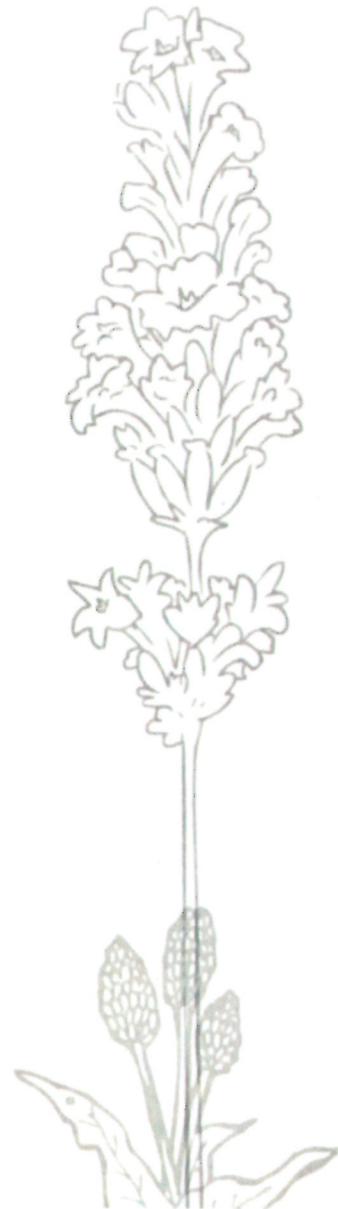
**A LA CARTE** Pato (chicken) or Carritas (pork) \*\*Carne Asado (Steak) +\$1

UN TACO MÀS \$4

*Our signature taco, served on a corn tortilla with fresh made pico de gallo*

*Add House Made Guacamole \$1 / Sour Cream \$1*

*\*Substitute meat in any dish for black beans*





### **BREAKFAST** ( Served until 1pm )

#### **CHORIZO BURRITO \$15**

*Scrambled eggs, chorizo, country potatoes, melted cheese & pico de gallo*

#### **BREAKFAST BOWL \$15**

*the breakfast burrito, without the tortilla*

*Choose between chorizo, carnitas or black beans*

#### **BREAKFAST QUESADILLA**

*Scrambled eggs and melted cheese layered with your choice of chorizo, carnitas, or black beans*

*+ \$2 for Carne Asada with breakfast items*



THIS PERMIT MUST BE CONSPICUOUSLY POSTED IN A PUBLIC PLACE IN THE ESTABLISHMENT

Municipality of Anchorage  
DEPARTMENT OF HEALTH & HUMAN SERVICES  
**PERMIT**

FACILITY NAME  
OWNER'S NAME  
LOCATION.

SADIE ROMOS RESTAURANT  
CELINA AGUIRRE  
194 HIGHTOWER RD

PERMIT NO  
FA0017267

ISSUED BY THE DEPARTMENT OF HEALTH & HUMAN SERVICES AND SUBJECT TO THE ANCHORAGE MUNICIPAL CODE OF ORDINANCES TITLES 15 AND 16. UNLESS THE OWNERSHIP CHANGES, THIS PERMIT IS VALID FROM 1/1/2021 TO 12/31/2021

SADIE ROMOS RESTAURANT  
3906 SCENIC VIEW DR  
ANCHORAGE, AK 99504

THIS CERTIFICATE AND PERMIT IS NOT TRANSFERABLE  
AND IS THE PROPERTY OF THE MUNICIPALITY OF ANCHORAGE

FD-431 Ver 8 08

Municipality of Anchorage  
DEPARTMENT OF HEALTH & HUMAN SERVICES

**PERMIT**

FACILITY NAME            SADIE ROMOS RESTAURANT  
OWNER'S NAME:        CELINA AGUIRRE  
LOCATION:                194 HIGHTOWER RD

PERMIT NO.  
FA0017267

ISSUED BY THE DEPARTMENT OF HEALTH & HUMAN SERVICES AND SUBJECT TO THE ANCHORAGE MUNICIPAL CODE OF  
ORDINANCES TITLES 15 AND 16. UNLESS THE OWNERSHIP CHANGES, THIS PERMIT IS VALID FROM            1/1/2022    TO    12/31/2022

SADIE ROMOS RESTAURANT  
3906 SCENIC VIEW DR  
ANCHORAGE, AK 99504

Dear Community Council:

**Notice:** On or before May 1 of each year, the Municipal Clerk is required to notify each Community Council of all the marijuana establishment licenses located within its boundary that are anticipated to be renewed. Attached is the list of marijuana licenses that expire August 31, 2022 (AMC 10.80.036E). To comply with this provision of the code, the Clerk's Office has attached a spreadsheet of the current marijuana licenses anticipated to renew, sorted by Community Council.

**Public Hearings and Resolutions:** The Municipal Clerk is also required to advise Community Councils that they may request a legislative public hearing before the assembly on any marijuana establishment license renewal within its boundaries (AMC 10.80.036E). To request a public hearing, the community council must adopt a resolution asking the Assembly to hold a public hearing on the renewal of the marijuana establishment license and must send the resolution directly to the Office of the Municipal Clerk at [munilicenses@muni.org](mailto:munilicenses@muni.org). **The request should be in the form of a resolution and preferably containing the following information: Number of Community Council member votes in favor of the request and the number of votes opposed; specific facts regarding the reason for the public hearing request, including dates; and any supporting documentation. The resolution must be received no later than June 1, 2022.**

Please contact the Clerk's Office if you have any questions regarding marijuana establishment license renewals or requests for public hearings.



Thank you,  
**Mandy Honest**  
Business License Official

***Municipality of Anchorage***  
Municipal Clerk's Office  
907-343-4316

*Messages to and from this email address may be available to the public under Alaska Public Records Law.*

**Girdwood Trails Committee:** GTC will likely schedule special meetings to continue on Trails Plan. Minutes are available here: [www.muni.org/gtc](http://www.muni.org/gtc)

**Land Use Committee:** Minutes are available here: [www.muni.org/gluc](http://www.muni.org/gluc)

**Cemetery Committee:** No report. Minutes are available here: [www.muni.org/gc](http://www.muni.org/gc)

**Housing Working Group (HWG):** Meeting planned for April 20 canceled and rescheduled for May 9, just prior to LUC meeting. Working out closeout report. Minutes available here: [www.muni.org/gluc](http://www.muni.org/gluc)

**Imagine! Girdwood** Imagine! Girdwood is focused on technical analysis and next steps. Funds are needed to continue the effort. Visit [imaginegirdwood.org](http://imaginegirdwood.org)

**Girdwood Board of Supervisors:** Minutes are available on GBOS website: [www.muni.org/gbos](http://www.muni.org/gbos)

Input to Federation of Community Councils re: current area activities is below

- GBOS: Municipal areawide tax structure impact on the Girdwood Valley Service Area
- Public Safety: Areawide EMS funding concerns; GVSA policing contract; Funding from alcohol tax revenues for training.
- Land Use: Housing crisis/HLB land disposal of Holtan Hills; Completed Girdwood Area Plan Update needed
- Roads: 2021 Storm damage disaster compensation and funding for rebuild of Ruane Rd; Fish culverts.
- Utilities: AWWU – Fluoridation of city water; Alaska Waste – Bear Can issues
- Parks and Recreation: Trails Master Plan; Bridge to replace hand tram; park/trail improvements; trail easements.
- Cemetery: Funding for construction

**HLBAC Report:** HLBAC website is: <https://www.muni.org/Departments/hlb/Pages/HLBCommission.aspx>

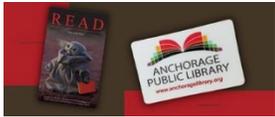
April meeting canceled, next meeting is in May. Check website for agenda updates.

## April 2022 – Gerrish Library Report

- News

### [BEYOND THE STACKS: SATURDAY, APRIL 23](#)

Join us Saturday, April 23 for Beyond the Stacks. A fundraiser benefiting the Friends of the Library. Proceeds help sustain essential library programs like Summer Discovery. Learn more at <https://bit.ly/3EmCgin>



### [BABY YODA IS BACK AT YOUR LIBRARY!](#)

Get your limited edition Baby Yoda library card April 4 - May 4 at any Anchorage Public Library location with an in-person, minimum \$5 donation to the Friends of the Library.

Learn more at <https://bit.ly/3KMGhyX>

- Katarina is our newest staff member and is doing a great job. Stop by to say hello to her if you haven't met yet.
- Thanks to the Girdwood Library Boosters, the library has given out over 900 seed packets so far. We still have a few herbs and flowers left if you'd like some!
- Events
  - Watch out for our May calendar coming out soon!
  - Highlighted events
  - **Growing Together: Seed Starts**  
Friday, May 6, 4:30-6PM  
Join APL as we Grow Together! This program will teach amateur gardening skills through activities and community interaction.  
For May, we will be teaching the basics of Seed Starting. Learn to plant lettuce and nasturtium seeds to take home for your own garden.
  - **Summer Discovery Begins**  
Saturday, May 14  
Stop by to sign up for our summer reading program!
  - **ANG Band of the South: Blue Yonder Brass**  
Thursday, May 26, 4PM  
Come enjoy a performance from ANG Band of the South's brass quintet.
  - Services Highlight
    - You have access to the electronic database Auto Repair Source with your library card! Auto Repair Source provides access to information to help users diagnose, repair and maintain more than 37,000 vehicles from 1974 to present. <https://bit.ly/3jH63ce>
  - Materials Highlight
    - Have you seen our new section of books in the youth area? It's called J-BEG! Think of them as beginning chapter books. They are transitional titles for when your child is between early reader books and our juvenile book collection.

Jamie White

Scott & Wesley Gerrish Library Manager

Anchorage Public Library - Girdwood

907-343-4074

**MUNICIPALITY OF ANCHORAGE  
GIRDWOOD ROADS, FACILITIES,  
PARKS & RECREATION**



**DATE:** April 25, 2022  
**TO:** Girdwood Board of Supervisors  
**FROM:** Kyle Kelley, Girdwood Service Area Manager & Margaret Tyler, Parks and Recreation  
**SUBJECT:** Roads, Facility, Cemetery & P & R Monthly Report

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Summer rent-a-cans are arriving and being placed in parks over the next few weeks. Campground dumpster to be placed mid-May.

**Parks**

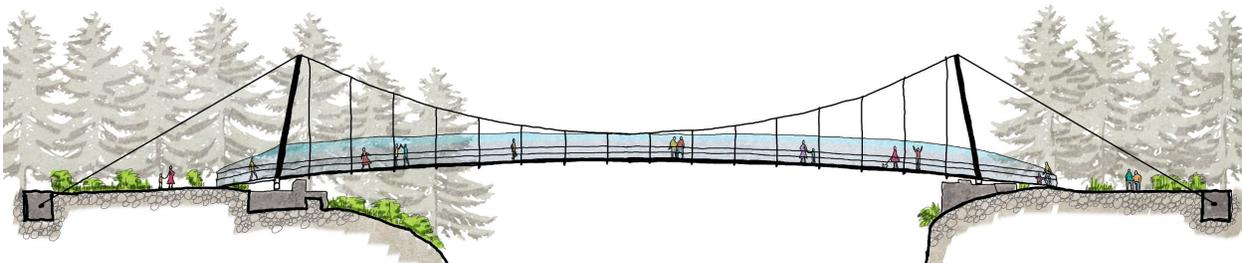
Maintenance such as trash removal and mutt mitt replacement are coordinated by our staff and great volunteer! GVSA has hired our summer staff for the season, welcome back Brian Dodd and welcome aboard Bob Mucha! Both will start in early May. Please let us know if something needs attention by calling 343-8373 or emailing: [tylerms@muni.org](mailto:tylerms@muni.org).



Campground is closed for the season, expected to open mid-May 2022. Campground Host selection is pending final approval.

**Parks, Fields, Trails:** Thank you to our snow machine and snow dog groomers! All the snow this winter has been terrific, and a lot of work! Grooming will continue as long as it is possible, get out and enjoy our terrific trails! Please clean up after dogs in all locations. Mutt mitts and trash cans are strategically located.

**Hand Tram:** Hand tram is closed. Suspension bridge option has been selected and approved by GTC, LUC and GBOS. Working on design documents and funding. Check out Girdwood Trails Committee for more information.



**Trails:** GTC is now reviewing GTC member recommendations introduced in January. Special meetings may be scheduled to work through trail plan revisions.

**Parks & Amenities:** No dogs on the baseball field, playground, tennis courts, and skate park.

- *Playground:* Open
- *Lions Club Park:* Working on a plan to add a pavilion to the Lions Club Park
- *Disc golf:* Eagle Scout project is proposed to map and provide updated information on the full disc golf course, installation slated for summer 2022.
- *Library/Community Center:* Library is open TUE-SAT 10-6. Community Center open for reservations.
- *Tennis Courts:* Closed. Little Bears will use as a play area throughout the winter.
- *Soccer field:* drying out.
- *Sladen J Mohl Ball Field:* Comemorative sign to be installed in the spring. Field was blown off but still has snow on it. It should come around quickly.
- *Skate Park:* Friends of the Skate Park are working on the project list for 2022 construction and plan a work party in spring 2022. Skate park is melting out slowly.

**GBOS Non-profit Grants:** Aiming for early May to turn grant packets in to the MOA for processing. It works best to send all in at one time.

**Other Grants:**

Rasmuson Foundation: GVSA has been asked to submit a formal application for \$250,000 Tier 2 Grant to assist with construction of the suspension bridge to replace the decommissioned hand tram.

Land and Water Conservation Fund – No grant cycle announced for 2022. We have projects that would be a good match for this when it opens again, including Lions Club Park Pavilion.

Alaska Community Foundation Trail Care Fund Grant: Possible funding for small project/partnership in 2022.

Anchorage Park Foundation Challenge Grant: GVSA received notification that our application has been declined for APF funding of the Lions Club Park Pavilion in 2022/23 grant cycle.

KMTA 2022 grant: GTC submitted an application for interpretive signage to commemorate the Hand Tram. Thank you, Kalie for taking this on.

KMTA 2021 grant GTC was awarded 50/50 matching funds for Stumpy Trail interpretive sign. Project on-going. Project draft was presented at GTC this month.

KMTA 2020 grant: GTC/GPR was awarded \$7,320 grant with \$8,980 match to work on the Virgin Creek Falls Trail. Working on interpretive sign and will file for final reimbursement and final reporting once the signs are complete. Interpretive sign presented to GTC this month.

2020 RTP Grant: GTC/GPR awarded \$75,000 in RTP grant for Phase 2 of the Lower INHT. Trail work complete. GTC volunteers have completed signage for Lower INHT, which are being installed now, closeout of grant has been initiated.

**Social Media & Websites:** GBOS, committee and sub-committee meetings are now available on a calendar view. Go to [www.muni.org/gbos/events](http://www.muni.org/gbos/events) and see what meetings are coming up!

We are active on Facebook as Girdwood Board of Supervisors

GVSA Websites are:

GBOS: [www.muni.org/gbos](http://www.muni.org/gbos)

LUC: [www.muni.org/gluc](http://www.muni.org/gluc)

GTC: [www.muni.org/gtc](http://www.muni.org/gtc)

PSAC: [www.muni.org/gpsac](http://www.muni.org/gpsac)

Cemetery: [www.muni.org/gc](http://www.muni.org/gc)

Parks and Rec: [www.muni.org/gpr](http://www.muni.org/gpr).

Girdwood Trails Plan: [www.muni.org/gtp](http://www.muni.org/gtp).

GBOS videos are on line! Follow the link on our website to our YouTube videos or copy this: <https://www.youtube.com/channel/UCOUIInprZEjhbVPIJOIEA>



## Roads

**Road Status:** Spring breakup conditions still continue with all roads. Crews are maintaining the breakup with peeling roads of slush/ice, grading dirt as its potholes, filling potholes, plowing snow as it comes and controlling melt/rainwater. Breakup means taking to slow to get through the rough section until it gets dry enough to make long term repairs. Over the coming weeks as conditions allow the following work will be accomplished: sweeping of all asphalt streets and walkways, grading and applying of calcium chloride, restriping of asphalt streets, restart repairs from the last Halloween weekend storm damage.

### Major project updates:

Alyeska and Moose Meadows Creek Culverts and drainage improvement: Design and Engineering documents are in their final stages of completion. We're aiming to rehab the Moose creek culvert at Lake Tahoe this summer if all regulatory requirements allow.

Halloween weekend storm damage repair: Currently working the state to seek reimbursement for repairs are completed and paid for. This spring/early summer we complete the remaining the repairs and after payment to the contactor submit those to the state for reimbursement.

### Expenses and Budget:

**Undesignated Fund Balance - Girdwood Service Area:** \$0.00 as of January 1, 2022. An audit is completed after the approval of the 2022 1<sup>st</sup> quarter budgets.

#### **Roads:** Road Expenditures by Month:

<u>Month</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
January	\$67,133.76	\$78,859.68	\$81,466.17
February	\$91,202.76	\$41,023.01	\$75,435.50
March	\$50,309.82	\$60,812.38	still pending
April	\$50,024.88	\$89,644.88	
May	\$36,433.63	\$19,589.00	
June	\$18,730.00	\$23,223.00	
July	\$75,448.85	\$42,976.00	
August	\$32,027.00	\$11,061.34	
September	\$40,394.66	\$16,360.00	
October	\$24,229.72	\$203,490.50	
November	\$44,072.00	\$34,908.75	
December	\$80,346.38	\$43,830.00	
Total thru December:	\$515,368.95	\$654,183.46	\$156,901.67

Public works operation budget expended for 2022: \$231,987.68 of \$1,293,712.00 = 18%

2022 Capital Roads Project fund (406): \$216,000.00

#### **Parks:**

2022 Expended Budget: \$20,430.17 of \$394,056.00 = 1%

2022 Capital Park Project (406) Reserve Fund available: \$640,142.57

2022 Winner Creek Trail Suspension Bridge funds = \$473,217.00

2022 Community Room Capital Reserve Fund (406): \$70,823.97

#### **Police:**

2022 Expended Budget: \$122,044.64 of \$691,353.00 = 18%

**Fire:**

2022 Expended Budget: \$423,400.32 of \$1,274,188.00 = 33%

2022 Fire Undesignated Capital fund (406) = \$430,462.09

**Request:**

Upper Crow Creek Neighborhood has requested a meeting with GBOS to discuss Crow Creek Road. Currently planning to set the meeting in May.