A RESOLUTION TO OPPOSE THE TRANSFER OF LICENSE OF LED LOUNGE TO THE PROPOSED LOCATION ON 3RD AND E STREET.

(Substitute Version) March 4, 2022

WHEREAS, the Downtown Community Council (DTCC) is in receipt of applications from the Alcoholic Beverage Control (ABC) Board for transfer of ownership and transfer of location from Robert Alexander to LED Ultra Lounge and Tri Grill LLC (LED) of beverage dispensary license #4531 (Exhibit A) and duplicate licenses #4551 (Exhibit B) to the proposed premise located at 420 W 3rd Ave., Anchorage, Alaska; and

WHEREAS, Anchorage Municipal Code (AMC) 2.40.050(e)(1) determines an advisory function of the Downtown Community Council is to receive and review alcohol beverage control board applications; and

WHEREAS, AMC 2.30.120 and Alaska State Statute (AS) 04.11.480 provide the Anchorage Assembly the opportunity to protest a license transfer upon facts that render the particular application objectionable to the local governing body, or may be based on general public policy with a reasonable basis in fact, not contrary to law, and not patently inapplicable to the particular application; and

WHEREAS, the transfer of location from 901 W 6th Ave. to 420 W 3rd Ave. materially changes the environmental conditions in which the business could create a significant impact on the use and enjoyment of adjacent properties by property owners and occupants; and

WHEREAS, the Downtown Community Council and the Municipality of Anchorage face increasing public safety challenges in the downtown business district area of 3rd Ave. and E st. due to the density of residential homeowners and hotel beds; and

WHEREAS, within the most recent 23-year period, the Anchorage Assembly has protested multiple beverage dispensary license transfers based on operators control of noise and placed specific conditions to alleviate noise problems on other locations within close proximity of the proposed premise, due to the densely populated residential units and hotel beds (Exhibit C); and

WHEREAS, AR 2004-010 highlights the mediation between the previous Woodshed Lounge, located at 535 W 3rd Ave, and the Turnagain Arm Homeowners Association in regards to noise levels, agreeing that entertainment would end by 10:00pm each night and after 10:00pm noise levels would not exceed levels allowed under AMC code (Exhibit D); and

WHEREAS, the previous Woodshed Lounge location is now occupied by Matanuska Brewing Downtown Beverage Dispensary license #1244, d.b.a. The Broken Blender, located at 535 W 3rd Ave.; and

WHEREAS, per AR 2019-328 (Exhibit E), due to the history of continual noise complaints from residents in close proximity to the location, The Broken Blender has the same conditional use provision for their deck that prohibits entertainment after 10:00pm each night and has been successful abiding by the noise ordinances, setting the precedent that a bona fide restaurant can operate effectively in the immediate area with minimal complaints; and

WHEREAS, per AR 2012-298(s) (Exhibit F) and AR 2015-1 (Exhibit G) the precedent has been set by both the DTCC and the Anchorage Assembly that the downtown business district requires more careful scrutiny of certain uses to the negative impacts resulting from a similar club profile business that offers recorded music, live music, and patron dancing, open until 2:30am on weeknights, and 3:00am on weekends operating near a residential area; and

WHEREAS, Exhibit A, page 14 and Exhibit B, page 14, the licensee LED Ultra Lounge & Grill, LLC. completed Form AB-03: Restaurant Designation Permit Application for both license #4531 and #4551 and entered hours of operation as “Monday thru Sunday: each day 11 am – 5am; and

WHEREAS, the licensee is in violation of AMC 10.50.010, “Premises licensed under AS 4.11.080 for the service and consumption of alcoholic beverages shall be closed for the sale, service and consumption of alcoholic beverages between the hours of 2:30am and 10:00am Monday through Friday, and between the hours of 3:00am and 10:00am on Saturday or Sunday or on a legal holiday recognized by the state under AS 44.12.010, except that the following premises may remain open between the hours of 3:00am and 4:00am on Saturday or Sunday or on a legal holiday recognized by the state under AS 44.12.010 ("bar safety hour"); and

WHEREAS, LED Ultra Lounge and Grill meets the definition of a night club, per AMC 21.05.020(8), defined as an enterprise, that, for consideration, provides entertainment to its patrons in the form of floorshows; dance revues; live, recorded, or electronically enhanced music; patron dancing; or performances by live or recorded professional or amateur entertainers. Discotheques, nightclubs, bars, lounges, dance halls, bistros, teen clubs, and any facility that meets the terms of this definition are often, but not exclusively, open during one or more of the hours between 11:00pm and 3:00am; and

WHEREAS, LED has a long standing demonstrated history of events with entertainment between the hours of 11:00pm and 3am, in fact, the majority of previous LED events state that the doors open at 10:00pm, see social media posts and flyers (Exhibit H); and

WHEREAS, Mr. Alexander intends to operate the business the same at the new 420 W 3rd Ave. premise evidenced by his eight caterer's permit applications that were denied for events between October 9 and November 27, 2021, with the same event name “LED opening event” where the permit was “to cater a typical event with both alcohol and food the same as what I

have done at location 901 W. 6th Ave for the past 7 years. Approx 200-300 people, 21+ only, between the hours 12:00pm and 3:00am" (Exhibit I); and

WHEREAS, the LED Facebook social media page lists LED Ultra Lounge and Grill 2.0 as a Dance & Night Club with 420 W 3rd Ave. as their premise location (Exhibit J); and

WHEREAS, during the periods 2018-2019 there were numerous documented complaints by the neighbors attributed to the LED operation, located at 901 W 6th Ave., and the community outreach flagged the need for the DTCC Alcohol & Marijuana Committee to conduct a mediation on 7/31/2019 between LED and many surrounding neighbors (Exhibit K); and

WHEREAS, AR No. 2020-103 and AR No. 2020-104 (Exhibit L), during the license renewal period in 2020, objections were raised by the Assembly and property owners due to the impact of operations of LED; and

WHEREAS, the commercial lease agreement between Gallo Limited Partnership and the LED Ultra Lounge & Grill for the location 420 W 3rd Ave. identifies the permitted use of premises as restaurant, bar, and night club (Exhibit M); and

WHEREAS, on 2/24/22 Mr. Alexander submitted an application for administrative permit for an unlicensed nightclub to the Municipality of Anchorage Planning Department/ Land Use (Exhibit N); and

WHEREAS, per AMC 21.05.050D.8 in the description of nightclubs, certain types of enterprises have been determined to produce secondary impacts on surrounding land uses. The impacts include a perceived decline in property values, and an increase in the level of criminal activity, including unlawful sales and use of drugs and consumption of alcoholic beverages, and noise conflicts in the vicinity of these types of enterprises; and

WHEREAS, the Hilton Downtown Anchorage located at 500 W 3rd Ave., with 606 beds, is the number two hotel based on assessed value in Downtown Anchorage and is a major economic driver for the municipal government for both bed tax and property tax, paying $830,298.53 in property tax 2021, not included in this number is substantial bed tax as well (Exhibit O); and

WHEREAS, the Hilton Downtown Anchorage opposes the transfer of LED to 420 W 3rd Ave (Exhibit P); and

WHEREAS, per AMC 21.05.050ii, Minimum Distance from Certain Uses, "Except for teen nightclubs and underage dances permitted under AMC chapter 10.55, an unlicensed nightclub shall be located so that all portions of the lot on which the unlicensed nightclub is located shall be 300 feet or more from the lot line of property on which is located: (A) A school or instructional service serving any combination of grades kindergarten through 12; (B) A childcare center; (C) Property zoned residential; or (D) TA-zoned property designated as residential in the Turnagain Arm Comprehensive Plan; and

WHEREAS, the Turnagain Arms Residential Condo Building, located at 525 W 3rd Ave., is occupied as residential property with 69 residential units; and

WHEREAS, the proposed location of 420 W 3rd Ave. is within 300 feet of the Turnagain Arms Residential Condo Building and is in violation of the spirit of AMC 21.05.050ii (Exhibit Q); and

WHEREAS, per AS 04.11.410, Alcoholic beverages restriction of location near churches and schools a) a beverage dispensary or package store license may not be issued and the location of an existing license may not be transferred if the licensed premises would be located in a building the public entrance of which is within 200 feet of a school ground or a church building in which religious services are regularly conducted, measured by the shortest pedestrian route from the outer boundaries of the school ground or the public entrance of the church building; and

WHEREAS, the Anchorage School District Step Up Secondary Alternative school in which classes are regularly conducted is located at 411 W 3rd Ave. (Exhibit R); and

WHEREAS, Exhibit A, page 9 and Exhibit B, page 9, Forms AB-02 the applicant identifies the main public entrance for both applications as the northeast doors opening to the COHO parking lot on W 3rd Ave.; and

WHEREAS, Exhibit N, page 5, the applicant identifies the main public entrance for the nightclub as the northeast doors opening to the COHO parking lot on W 3rd Ave.; and

WHEREAS, in violation of AS 04.11.410, the proposed main entrance, when measured by the shortest pedestrian route from the outer boundary of school ground, is within 200 feet of a school (Exhibit S); and

WHEREAS, in violation of AMC 21.05.050ii, Exhibit S further demonstrates all other entrances and exits of the proposed location of 420 W 3rd Ave. are within 300 feet of a school or instructional service serving any combination of grades kindergarten through 12; and

WHEREAS, per AS 04.11.410, the Anchorage School District (ASD) is officially opposing the transfer of LED to 420 W 3rd Ave. (Exhibit ; and

NOW THEREFORE IT BE RESOLVED, that the Downtown Community Council hereby requests the Assembly to PROTEST the transfer of beverage dispensary licenses #4351 and #4551 to the proposed premise located at 420 W 3rd Ave., Anchorage, Alaska for the following reasons:

1. The application violates AS 04.11.410, where the main entrance is within 200 feet of a school boundary and ASD is opposing it.
2. The application violates AMC 21.05.050ii and creates a special land use conflict, as all entrances and exits are within 300 feet of a school.

3. The application violates the spirit of AMC 21.05.050ii and creates a special land use conflict, as all entrances and exits are within 300 feet of a building occupied as residential property.
4. Based on more than 20 years of history experienced by the Municipality at the proposed location and close vicinity, it has been established that there is a permanent negative impact greater than emancipated from permitted development, on a) pedestrian and vehicular traffic circulation and safety; b) the demand for and availability of public services and facilities; and c) noise and public litter concerns of a nightclub profile.
5. The application presented by LED is inconsistent with State law and Municipal code on numerous counts.

PASSED and APPROVED by the Downtown Community Council this_____ day of March, 2022.

_____

Signed:
Its:
Downtown Community Council

This resolution references the following Exhibits, as attached to this Resolution for ease of tracking and reference:

Exhibit A - Application of a Beverage Dispensary Liquor License Transfer of Location and Ownership for Tri Grill, LED Ultra Lounge & Grill #4531.

Exhibit B - Application of a Beverage Dispensary Duplicate Liquor License Transfer of Location and Ownership for Tri Grill, LED Ultra Lounge & Grill #4551.

Exhibit C - AR 99-121 A Resolution of the Anchorage Municipal Assembly waiving protest of the renewal of the Woodshed's Beverage Dispensary Liquor License subject to certain conditions.

Exhibit D - AR 2004-10 A Resolution of the Anchorage Municipal Assembly approving a conditional use fo an alcoholic beverages conditional use in the B-2C district for a duplicate beverage dispensary license per AMC 21.40.170 D.14 for the Woodshed Lounge, located on the lower level floor, Anchorage original townsite, block 17, lot 7a; generally located on the northeast corner of West 3rd Avenue and F Street.

Exhibit E - AR 2019-328(S) A Resolution of the Anchorage Municipal Assembly approving an amendment to an alcoholic beverages conditional use for beverage dispensary license number 1244 for Matanuska Brewing downtown, llc, dba Matanuska Brewing Downtown Brewpub; in the b-2c (Central Business District, periphery) district; located at 535 West 3rd Avenue, within lot 7a, block 17, Anchorage Original Townsite; generally located north of West 3rd Avenue, east of F street, south of west 2nd Avenue, and West of E street, in Anchorage (Downtown Community Council) (case 2019-0110), Planning Department.

Exhibit F - AR No 2012-298(S) A Resolution of the Anchorage Municipal Assembly setting a hearing regarding the renewal of transfer of Liquor License #4157 for Basilio Gallo dba Rumrunnner's Old Towne Bar & Grill, located at 415 E Street, Anchorage, Alaska; stating its protest of the renewal or transfer; and giving notice of violation.

Exhibit G - AR 2015-1 A Resolution of the Anchorage Municipal Assembly stating its protest regarding transfer of Beverage Dispensary liquor license #4531 and duplicate licenses #4551 and #4552 for premises located at 901 West 6th Avenue, Anchorage, Alaska; giving notice of reasons for protest; and further providing for Public Hearing before the Assembly on the exercise or waiver of this protest.

Exhibit H - Advertising from LED Lounge Facebook page for events during 2019-2021.

Exhibit I - 8 denied applications from the State of Alaska Alcohol Beverage Control Board for Catering Permits from October 2021 through November 2021.

Exhibit J - LED Facebook page categorized as a nightclub.

Exhibit K - Downtown Community Council Alcohol & Marijuana Committee LED & Neighbors Mediation Meetings Notes 7/31/19 & 9/11/19.

Exhibit L - AR 2020-103 A Resolution of the Anchorage Municipal Assembly regarding the State of Alaska application for the renewal of a Beverage Dispensary-Duplicate Liquor License #4551 for Robert Alexander dba LED Ultra Lounge & Grill located at 901 W 6th., Anchorage, AK 99501, and authorizing the Municipal Clerk to take certain action and AR 2020-104 A Resolution of the Anchorage Municipal Assembly regarding the State of Alaska application for the renewal of a Beverage Dispensary Liquor License #4531 for Robert Alexander dba LED Ultra Lounge & Grill located at 901 W 6th., Anchorage, AK 99501, and authorizing the Municipal Clerk to take certain action.

Exhibit M - Commercial lease agreement between Gallo Limited Partnership and the LED Ultra Lounge & Grill for the location 420 W 3rd Ave.

Exhibit N - LED application for administrative permit for an unlicensed nightclub to the Municipality of Anchorage Planning Department/ Land Use.

Exhibit O - Anchorage Municipality of Anchorage property tax information for Hilton Downtown Anchorage.

Exhibit P - Letter from Hilton Downtown Anchorage in opposition on the LED transfer to 420 W 3rd Ave.

Exhibit Q - Distance as tracked from Anchorage Municipal Website from Turnagain Arms Condo to LED Lounge.

Exhibit R - Letter on Anchorage School District (ASD) letterhead verifying the address of the ASD Step Up Secondary Education School.

Exhibit S - Distance as tracked from Anchorage Municipal website from Anchorage School District School boundary to LED Lounge.

Exhibit T - Letter from Anchorage School District in opposition on the LED transfer to 420 W 3rd Ave. due to the violation of AS 04.11.410.

Exhibit A - Application of a Beverage Dispensary Liquor License Transfer of Location and Ownership for Tri Grill, LED Ultra Lounge & Grill #4531.

THE STATE of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community, and Economic Development
ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

January 19, 2022

Municipality of Anchorage

VIA Email: miranda.honest@anchorageak.gov; kiana.belser@anchorageak.gov; munilicenses@muni.org

License Type:	Beverage Dispensary	**License Number:**	4531
Licensee:	Led Ultra Lounge & Grill, LLC.		
Doing Business As:	Tri Grill, Led Ultra Lounge & Grill		
Premises Address:	420 W 3rd Avenue		

☐ **New Application**
☒ **Transfer of Location Application**
☒ **Transfer of Ownership 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

Alcohol and Marijuana Control Office
550 W 7th 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-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:	Robert Alexander		**License #:**		4531
License Type:	Beverage Dispensary		**Statutory Reference:**		04.11.090
Doing Business As:	Tri Grill				
Premises Address:	901 W 6th Ave				
City:	Anchorage	**State:**	Alaska	**ZIP:**	99501
Local Governing Body:	MOA				

Transfer Type:

- [X] Regular transfer
- [ ] Transfer with security interest
- [ ] Involuntary retransfer

OFFICE USE ONLY			
Complete Date:		***Transaction #:***	100305224
Board Meeting Date:		***License Years:***	20/21
Issue Date:		***BRE:***	CRB

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NOV 19 2021

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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:	LED Ultra Lounge & Grill LLC				
Doing Business As:	Tri Grill, LED Ultra Lounge & Grill				
Premises Address:	420 W 3rd Ave				
City:	Anchorage	**State:**	Alaska	**ZIP:**	99501
Community Council:	Down town				

Mailing Address:	8100 Sky Mt Ln				
City:	Anchorage	**State:**	Alaska	**ZIP:**	99502

Designated Licensee:	Robert Alexander		
Contact Phone:	Robert Alexander	**Business Phone:**	907-229-2053
Contact Email:	roba0809@hotmail.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.

.8 mile

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.

.3 mile

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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:	Robert Alexander				
Title(s):	Member / Manager	**Phone:**	907 229 2053	**% Owned:**	95
Address:	8100 Sky Mt Ln				
City:	Anch	**State:**	AK	**ZIP:**	99502

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Form AB-01: Transfer License Application

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

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 #:	10131006	**AK Formed Date:**	4/29/2020	**Home State:**	AK
Registered Agent:	Robert Alexander		**Agent's Phone:**	907 229-2053	
Agent's Mailing Address:	8100 Sky Mountain Ln				
City: Anchorage		**State:** AK		**ZIP:** 99502	

Residency of Agent: Yes No

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

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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? ☑ Yes ☐ No

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):

4551, 4552,
BBL, Duplicates
LED Ultra Lounge & Grill
Robert Alexander

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? ☐ Yes ☒ No

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

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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.

Robert Alexander
Signature of transferor

Robert Alexander
Printed name of transferor

Subscribed and sworn to before me this 01 day of November, 2021.

Notary Public
Luis Agosto
State of Alaska
My Commission Expires August 10, 2025

Signature of Notary Public

Notary Public in and for the State of Alaska.

My commission expires: August 10, 2025

Signature of transferor

Printed name of transferor

Subscribed and sworn to before me this _____ day of _____, 20____.

Signature of Notary Public

Notary Public in and for the State of _____.

My commission expires: _____

AMCO

NOV 19 2021

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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. RA

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

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. RA

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. RA

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

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.

Robert Alexander
Signature of transferee

Robert Alexander
Printed name

Subscribed and sworn to before me this 01 day of November, 2021.

Notary Public
Luis Agosto
State of Alaska
My Commission Expires August 10, 2025

L. A.
Signature of Notary Public

Notary Public in and for the State of Alaska.

My commission expires: August 10, 2025

AMCO
NOV 19 2021

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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:	LED. Ultra Lounge Grill LLC	**License Number:**	4531		
License Type:	Beverage Dispensary				
Doing Business As:	Tri Grill, LED Ultra Lounge & Grill				
Premises Address:	420 W 3rd Ave				
City:	Anchorage	**State:**	AK	**ZIP:**	99501

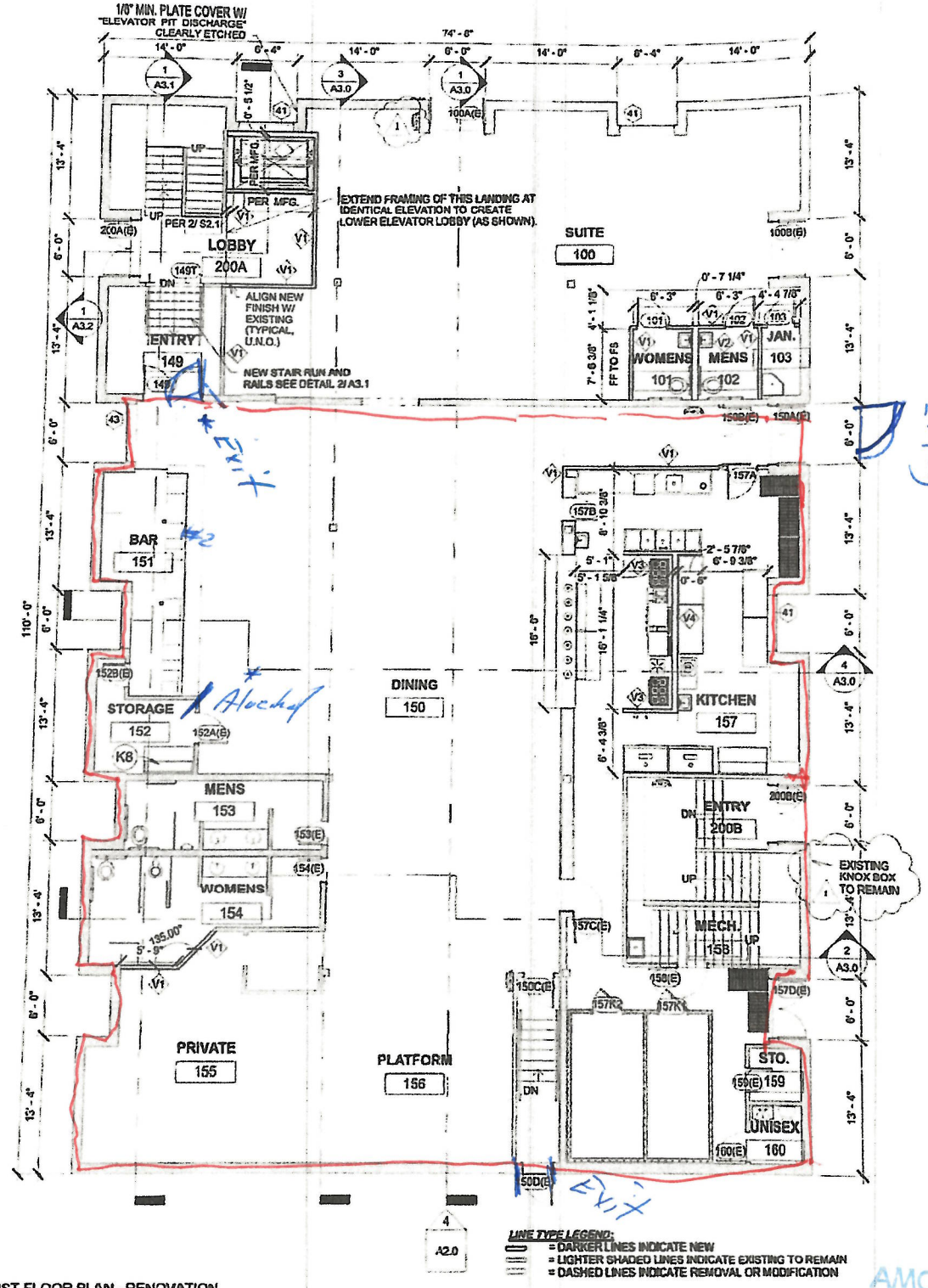
AMCO
NOV 19 2021

North

3rd Ave

E street

Municipality of Anchorage
Development Services Department
REVIEWED FOR CODE COMPLIANCE
Permit # C20-2101 Date: 05/11/21
Construction shall be in accordance with these plans. No modifications shall be made without prior approval of the building official. The issuance of a permit shall not be construed to grant approval of any violation of Anchorage Municipal Code. Noncompliant construction resulting from errors or omissions shall be corrected prior to issuance of the Certificate of Occupancy. Any change of occupancy shall be done in accordance with Anchorage Municipal Code.

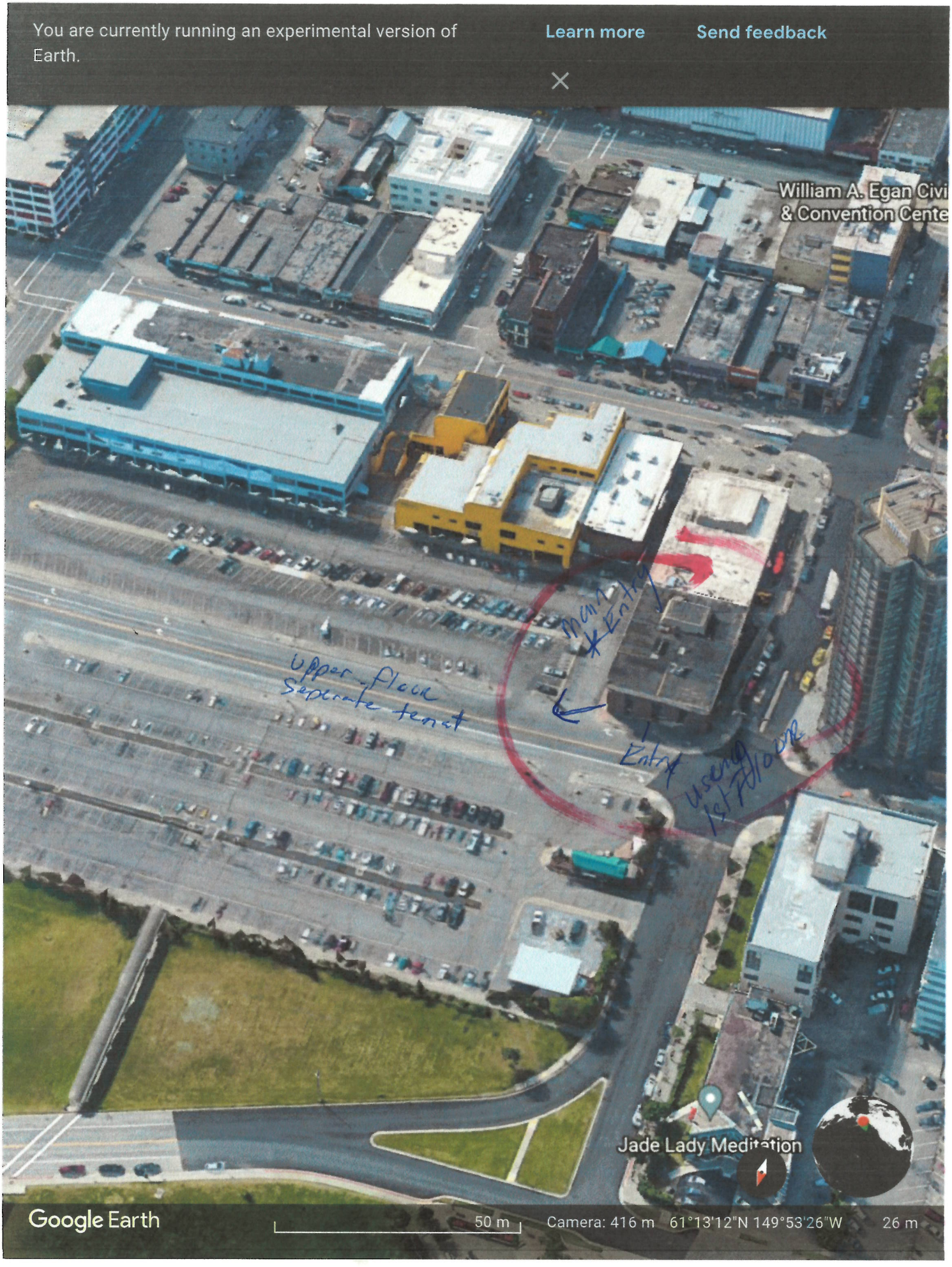


LINE TYPE LEGEND:
= DARKER LINES INDICATE NEW
= LIGHTER SHADED LINES INDICATE EXISTING TO REMAIN
= DASHED LINES INDICATE REMOVAL OR MODIFICATION

② FIRST FLOOR PLAN - RENOVATION
1/8" = 1'-0"

AMCO
NOV 19 2021

Exhibit A to Commercial Lease Agreement


You are currently running an experimental version of Earth.
Learn more
Send feedback
William A. Egan Civi
& Convention Cente
Upper floor
Separate tenant
Entry
Entry
using
1st floor
Jade Lady Meditation
Google Earth
50 m
Camera: 416 m 61°13'12"N 149°53'26"W
26 m

Alcohol and Marijuana Control Office
550 W 7th 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-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:	LED Ultra Lounge & Grill LLC		
License Type:	Beverage Dispensary	**License Number:**	4531
Doing Business As:	Tri Grill, LED Ultra Lounge & Grill LLC		
Premises Address:	420 W 3rd Ave		
City:	Anchorage	**State:** AK	**ZIP:** 99501
Contact Name:	Robert Alexander	**Contact Phone:**	907-229-2053

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 #:	100305224	*Initials:*	CRB

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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.)

Minor not allowed in Kitchen, or seated at the bar.
Minors are allowed in dining room only

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.

All be required to show proper ID at the door or before served any type of service.
All staff is required to have alcohol traing that covers serving minors. All minors should have legal guardian befor entry to the building.

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. KA

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

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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 thur Sunday : each day 11Am – 5Am

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, DJ possibly every nite entertainment will vary from day to day and the time may change from time to time from the hours between 11Am – 3Am

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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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. [RA]

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. [RA]

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. [RA]

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.

Robert Alexander
Signature of licensee

Signature of Notary Public

Robert Alexander
Printed name of licensee

Notary Public in and for the State of Alaska.

My commission expires: August 10, 2025

Subscribed and sworn to before me this 01 day of November, 2021.

Notary Public
Luis Agosto
State of Alaska
My Commission Expires August 10, 2025

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

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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:

AMCO
NOV 19 2021

Subject to Change at anytime

TRI-GRILL FAMILY FUN COMBINATION

Served with Spring Roll, Pork fried Rice, Sweet & Sour Pork or Chicken AND Your Choice of Entrée from the TRI GRILL A La Carte (Please add 3.00 per Seafood entrée)

Family Fun with 2 Entrees	$ 30.95
Family Fun with 3 Entrees	$ 40.95
Family Fun with 4 Entrees	$ 50.95

TRI GRILL A LA CARTE

CHOW MEIN OR CHOP SUEY

Vegetable	$ 8.95
Chicken	$ 10.95
Pork	$ 10.95
Beef	$ 10.95
Shrimp	$ 11.95
Tri Grill Combination	$ 12.95

VEGETABLE

Vegetable with tofu	$ 9.95
Snow Peas & Mushrooms	$ 9.95
Broccoli with Oyster Sauce	$ 9.95
* Hot Been Curd	$ 9.95
Tri Grill Vegetable Deluxe	$ 10.95

CHICKEN

Sweet & Sour Chicken	$ 10.95
Almond Chicken	$ 10.95
Cashew Chicken	$ 10.95
Sesame Chicken or General	$ 10.95
Vegetable Chicken	$ 10.95
Garlic Chicken	$ 10.95
Snow Pea Chicken	$ 10.95
* Kung Pao Chicken	$ 10.95
Orange Chicken	$ 10.95
* Szechwan Chicken	$ 10.95
Chicken with Broccoli	$ 10.95
* Curry Chicken	$ 10.95
Moo Goo Gai Pan	$ 10.95

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BEEF

Mongolian Beef	$ 11.95
Beef with Vegetable	$ 11.95
* Kung Pao Beef	$ 11.95
Beef with Snow Pea or Broccoli	$ 11.95
* Hunan Beef	$ 11.95

SEAFOOD

Sweet & Sour Shrimp	$ 12.95
Shrimp with Lobster Sauce	$ 12.95
Shrimp with Snow Peas	$ 12.95
Shrimp with Broccoli	$ 12.95
* Kung Pao Shrimp	$ 12.95
Shrimp with Vegetables	$ 12.95
Garlic Shrimp	$ 12.95
Sizzling Rice Shrimp	$ 12.95
* Curry Shrimp	$ 12.95
* Scallop with Spicy Garlic Sauce	$ 12.95
* Spicy Squid	$ 12.95

PORK

Sweet & Sour Pork	$ 11.95
* Spicy Pork with Vegetable	$ 11.95
* Twice Cooked Pork	$ 11.95
* Ma Po Tofu	$ 11.95
Spicy Pork with Garlic Sauce	$ 11.95
Szechwan Pork	$ 11.95
Pork with Vegetables	$ 11.95
Hot Pepper Pork	$ 11.95
Mushroom Pork	$ 11.95

Drinks – free refills $ 2.50

*** HOT& SPICY**

SOUTHERN CUISINE

APPETIZERS

Fried Red Tomato	$ 6.95
Fried Dill Pickles	$ 3.50
Pickled Shrimp	$ 5.95
Buffalo Wings (12)	$ 8.95
Fried okra	$4.95
Chicken Strips	$7.95
Hush-puppies	$4.95

Entrée

**Carmaro's Chicken & Dumplings	$12.95
**Grandma Jo's Fried Chicken with Gravy & Biscuit	$ 9.95
*Ayana's Cat Fish Po'boy & Spicy Cole Slaw or Beer Battered Onion Rings	12.50
**Ceasar's Cajun Shrimp & Fries	$11.50
**Robert's Famous Red Hot Fried Ribs (1/2 rack) & Spicy Cole Slaw	$14.50
**Nia's Deep Fried Whole Cornish Game Hen with Fries	$ 12.50

(Cornish Game Hen soaked in our house brine then fried to a golden crisp and brushed with a herb butter sauce & served w/ Fries)

**Brisket Sandwich with Spicy Cole Slaw	$ 12.50
**Frank's Pulled Pork Sandwich with Cole Slaw & Fries	$ 12.50

SIDES - all sides $3.95

Pop's Spicy Cole Slaw
Collard Greens
Serena's Famous biscuit
Biscuit & Gravy
Candied Yam's
Southern Black Eyed Peas
Johnny's Favorite Macaroni & Cheese
Baked Beans

Drinks – free refills $ 2.50

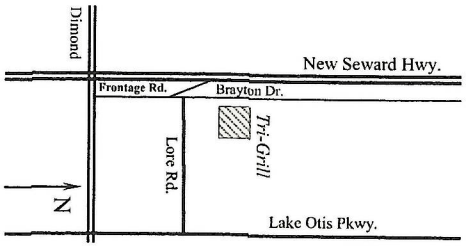
Italian Chinese TRI-GRILL Southern

Hours of Operation
Delivery • Dine In • Carry Out
Tues - Sun ..... 11:30am - 8:00pm

CLOSED
Mondays & 3pm-4pm daily

677-8797

7521 Brayton Drive
Anchorage, AK 99507



Municipality of Anchorage
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ENVIRONMENTAL SERVICES / FOOD SAFETY & SANITATION
825 L Street, P.O. Box 196650, Anchorage, Alaska 99519-6650
Telephone: (907) 343-4200 Fax: (907) 343-4786
www.muni.org/EHonline

DHHS ANCHORAGE

APPLICATION FOR PLAN REVIEW

____Remodel/Upgrade ____New Construction/Existing Building ____New Construction/New Building

Establishment Name: TRi Grill LED Ultra Lounge & Grill LLC			
Site Address: 420 W 3rd Ave Anchorage	Mailing Address: 8102 Sky Mountain Lane		
Owner Name: Robert Alexander	Address: 8102 Sky Mt Ln Anch AK 99502	Phone: 229-2053	Fax:
Email: roba0809@hotmail.com			
Contact Name: Robert Alexander	Address: 8102 Sky Mt Ln	Phone: 229-2053	Fax:
Email: Same			
Square feet: 7000	If Food, Menu Provided: ____Yes ____No		
Applicants Signature: Robert Alexander	Application Date: 1/3/2022		

Department Notes / Comments

EHS. 1-3-22 (Tm)

OFFICE USE ONLY

Amount Received:	Payment Type:	Receipt Number:	Date Received:

Fees:

Spa	$ 300.00	____ (Date Paid)	Facility ID: ____
Pool			
0-1600 sq. ft.:	$ 500.00	____ (Date Paid)	PE: ____
1600 sq. ft. +:	$ 750.00	____ (Date Paid)	Plan Review Project Number: ____
Food			
0-1000 sq. ft.:	$ 220.00	____ (Date Paid)	Plan Review: ____ AMCO
1001-4000 sq. ft.:	$ 330.00	____ (Date Paid)	JAN 3 2022
4001 sq. ft. +:	$ 550.00	____ (Date Paid)	

72-038 Ver. 8_18* DISTRIBUTION: White - FS&S Canary - FS&S Accounting Pink - Customer

Exhibit B - Application of a Beverage Dispensary Duplicate Liquor License Transfer of Location and Ownership for Tri Grill, LED Ultra Lounge & Grill #4551.

A RESOLUTION TO OPPOSE THE TRANSFER OF LICENSE OF LED LOUNGE TO THE PROPOSED LOCATION ON 3RD AND E STREET (Substitute Version) March 4, 2022

THE STATE of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community, and Economic Development
ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

January 19, 2022

Municipality of Anchorage

VIA Email: miranda.honest@anchorageak.gov; kiana.belser@anchorageak.gov; munilicenses@muni.org

License Type:	Beverage Dispensary	**License Number:**	4551
Licensee:	Led Ultra Lounge & Grill, LLC.		
Doing Business As:	Tri Grill, Led Ultra Lounge & Grill		
Premises Address:	420 W 3rd Avenue		

☐ **New Application**
☒ **Transfer of Location Application**
☒ **Transfer of Ownership 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

Alcohol and Marijuana Control Office
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Anchorage, AK 99501
alcohol.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
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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:	Robert Alexander		**License #:**		4551
License Type:	Beverage Dispensary Duplicate		**Statutory Reference:**		04.11.090
Doing Business As:	LED Ultra Lounge & Grill LLC				
Premises Address:	901 W 6th Ave				
City:	Anchorage	**State:**	Alaska	**ZIP:**	99501
Local Governing Body:	MOA				

Transfer Type:

- [X] Regular transfer
- [ ] Transfer with security interest
- [ ] Involuntary retransfer

OFFICE USE ONLY			
Complete Date:		***Transaction #:***	100305224
Board Meeting Date:		***License Years:***	20/21
Issue Date:		***BRE:***	CRB

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NOV 19 2021

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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:	LED Ultra Lounge & Grill LLC				
Doing Business As:	Tri-Grill, LED Ultra Lounge & Grill				
Premises Address:	420 W 3rd Ave				
City:	Anchorage	**State:**	Alaska	**ZIP:**	99501
Community Council:	Down town				

Mailing Address:	8100 Sky Mt Ln				
City:	Anchorage	**State:**	Alaska	**ZIP:**	99502

Designated Licensee:	Robert Alexander		
Contact Phone:	Robert Alexander	**Business Phone:**	907-229-2053
Contact Email:	roba0809@hotmail.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.

.8 mile

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.

.3 mile

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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:	Robert Alexander				
Title(s):	Member / Manager	**Phone:**	907 229 2053	**% Owned:**	95
Address:	8100 Sky Mt Ln				
City:	Anch	**State:**	AK	**ZIP:**	99502

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Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

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

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 #:	10131006	**AK Formed Date:**	4/29/20	**Home State:**	AK
Registered Agent:	Robert Alexander		**Agent's Phone:**	907 229-2053	
Agent's Mailing Address:	8100 Sky Mountain Ln				
City: Anchorage		**State:** AK		**ZIP:** 99502	

Residency of Agent: Yes No

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

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Nov 1 8 2021

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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? ☑ Yes ☐ No

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):

Master; 4531, 4552,
BBL Duplexes
LED Ultra Lounge & Grill
Robert Alexander

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? ☐ Yes ☒ No

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

AMCO
NOV 19 2021

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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.

Robert Alexander
Signature of transferor

Robert Alexander
Printed name of transferor

Subscribed and sworn to before me this 01 day of November, 2021.

Notary Public
Luis Agosto
State of Alaska
My Commission Expires August 10, 2025

L. A.
Signature of Notary Public

Notary Public in and for the State of Alaska.

My commission expires: August 10, 2025

Signature of transferor

Printed name of transferor

Subscribed and sworn to before me this _____ day of _____, 20____.

Signature of Notary Public

Notary Public in and for the State of _____.

My commission expires: _____

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NOV 19 2021

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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.	
I certify that all proposed licensees have been listed with the Division of Corporations.	
I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.	
I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465.	
I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.	

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

Robert Alexander

Signature of transferee

Robert Alexander

Printed name

Subscribed and sworn to before me this 01 day of November, 2021.

Notary Public
Luis Agosto
State of Alaska
My Commission Expires August 10, 2025

Signature of Notary Public

Notary Public in and for the State of Alaska.

My commission expires: August 10, 2025

AMCO
NOV 19 2021

Alcohol and Marijuana Control Office
550 W 7th 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-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.

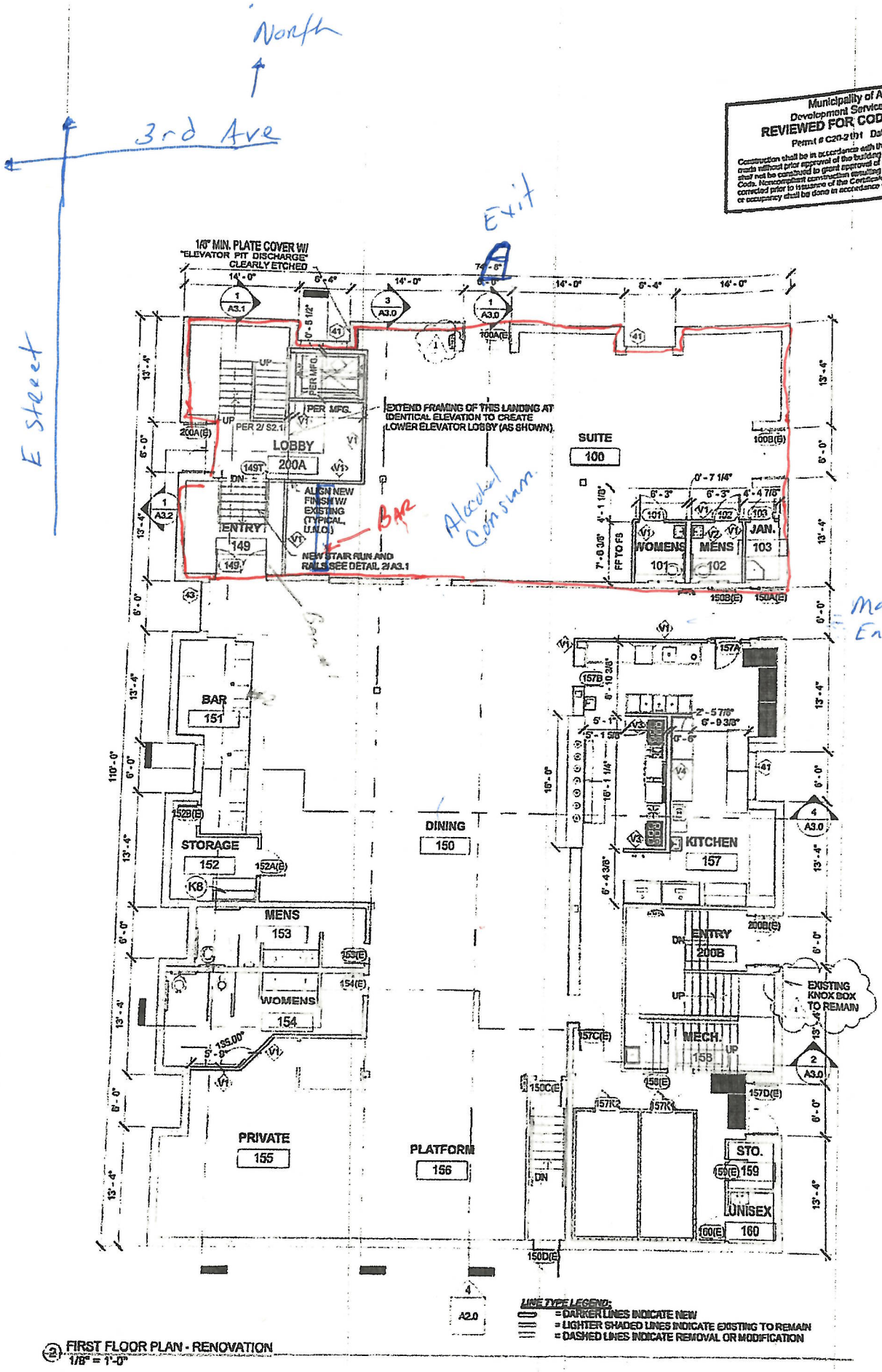
	Yes	No
I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.	☒	☐

Section 1 – Establishment Information

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

Licensee:	LED Ultra Lounge Grill LLC	**License Number:**	4551		
License Type:	Beverage Dispensary Duplicate				
Doing Business As:	Tri Grill, LED Ultra Lounge & Grill				
Premises Address:	420 W 3rd Ave				
City:	Anchorage	**State:**	AK	**ZIP:**	99501

AMCO
NOV 19 2021



FIRST FLOOR PLAN - RENOVATION
1/8" = 1'-0"

Exhibit A to Commercial Lease Agreement


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Camera: 416 m 61°13'12"N 149°53'26"W
26 m

Alcohol and Marijuana Control Office
550 W 7th 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-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:	LED Ultra Lounge & Grill LLC		
License Type:	Beverage Dispensary Duplicate	**License Number:**	4551
Doing Business As:	Tri Grill, LED Ultra Lounge & Grill LLC		
Premises Address:	420 W 3rd Ave		
City:	Anchorage	**State:** AK	**ZIP:** 99501
Contact Name:	Robert Alexander	**Contact Phone:**	907-229-2053

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 #:	100305224	*Initials:*	CRB

NOV 1 9 202

Alcohol and Marijuana Control Office
550 W 7th 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-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.)

Minor not allowed in Kitchen or seated at the bar. Minors are allowed in dining room only

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.

All be required to show proper ID at the door or before served any type of service.
All staff is required to have alcohol training that covers serving minors. All minors should have legal guardian before entry to the building.

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. LA

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

NOV 2 5 2020

Alcohol and Marijuana Control Office
550 W 7th 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-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 thur Sunday : each day 11Am – 5Am

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, DJ possibly every nite
entertainment will vary from day to day and the time may change from time to time. from the hours between 11Am – 3Am

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:

Alcohol and Marijuana Control Office
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alcohol.licensing@alaska.gov
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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.	RA
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.	RA
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.	RA
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.

Robert Alexander
Signature of licensee

Robert Alexander
Printed name of licensee

Signature of Notary Public

Notary Public in and for the State of Alaska.

My commission expires: August 10, 2025

Subscribed and sworn to before me this 01 day of November, 2021.

Notary Public
Luis Agosto
State of Alaska
My Commission Expires August 10, 2025

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

RECD
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Alcohol and Marijuana Control Office
550 W 7th 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-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:

Subject to Change at anytime

TRI-GRILL FAMILY FUN COMBINATION

Served with Spring Roll, Pork fried Rice, Sweet & Sour Pork or Chicken AND Your Choice of Entrée from the TRI GRILL A La Carte
(Please add 3.00 per Seafood entrée)

Family Fun with 2 Entrees	$ 30.95
Family Fun with 3 Entrees	$ 40.95
Family Fun with 4 Entrees	$ 50.95

TRI GRILL A LA CARTE

CHOW MEIN OR CHOP SUEY

Vegetable	$ 8.95
Chicken	$ 10.95
Pork	$ 10.95
Beef	$ 10.95
Shrimp	$ 11.95
Tri Grill Combination	$ 12.95

VEGETABLE

Vegetable with tofu	$ 9.95
Snow Peas & Mushrooms	$ 9.95
Broccoli with Oyster Sauce	$ 9.95
* Hot Been Curd	$ 9.95
Tri Grill Vegetable Deluxe	$ 10.95

CHICKEN

Sweet & Sour Chicken	$ 10.95
Almond Chicken	$ 10.95
Cashew Chicken	$ 10.95
Sesame Chicken or General	$ 10.95
Vegetable Chicken	$ 10.95
Garlic Chicken	$ 10.95
Snow Pea Chicken	$ 10.95
* Kung Pao Chicken	$ 10.95
Orange Chicken	$ 10.95
* Szechwan Chicken	$ 10.95
Chicken with Broccoli	$ 10.95
* Curry Chicken	$ 10.95
Moo Goo Gai Pan	$ 10.95

NOV 1 9 2021
AMCO

BEEF

Mongolian Beef	$ 11.95
Beef with Vegetable	$ 11.95
* Kung Pao Beef	$ 11.95
Beef with Snow Pea or Broccoli	$ 11.95
* Hunan Beef	$ 11.95

SEAFOOD

Sweet & Sour Shrimp	$ 12.95
Shrimp with Lobster Sauce	$ 12.95
Shrimp with Snow Peas	$ 12.95
Shrimp with Broccoli	$ 12.95
* Kung Pao Shrimp	$ 12.95
Shrimp with Vegetables	$ 12.95
Garlic Shrimp	$ 12.95
Sizzling Rice Shrimp	$ 12.95
* Curry Shrimp	$ 12.95
* Scallop with Spicy Garlic Sauce	$ 12.95
* Spicy Squid	$ 12.95

PORK

Sweet & Sour Pork	$ 11.95
* Spicy Pork with Vegetable	$ 11.95
* Twice Cooked Pork	$ 11.95
* Ma Po Tofu	$ 11.95
Spicy Pork with Garlic Sauce	$ 11.95
Szechwan Pork	$ 11.95
Pork with Vegetables	$ 11.95
Hot Pepper Pork	$ 11.95
Mushroom Pork	$ 11.95

Drinks – free refills $ 2.50

*** HOT& SPICY**

SOUTHERN CUISINE

APPETIZERS

Fried Red Tomato	$ 6.95
Fried Dill Pickles	$ 3.50
Pickled Shrimp	$ 5.95
Buffalo Wings (12)	$ 8.95
Fried okra	$4.95
Chicken Strips	$7.95
Hush-puppies	$4.95

Entrée

**Carmaro's Chicken & Dumplings	$12.95
**Grandma Jo's Fried Chicken with Gravy & Biscuit	$ 9.95
*Ayana's Cat Fish Po'boy & Spicy Cole Slaw or Beer Battered Onion Rings	12.50
**Ceasar's Cajun Shrimp & Fries	$11.50
**Robert's Famous Red Hot Fried Ribs (1/2 rack) & Spicy Cole Slaw	$14.50
**Nia's Deep Fried Whole Cornish Game Hen with Fries	$ 12.50

(Cornish Game Hen soaked in our house brine then fried to a golden crisp and brushed with a herb butter sauce & served w/ Fries)

**Brisket Sandwich with Spicy Cole Slaw	$ 12.50
**Frank's Pulled Pork Sandwich with Cole Slaw & Fries	$ 12.50

SIDES - all sides $3.95

Pop's Spicy Cole Slaw
Collard Greens
Serena's Famous biscuit
Biscuit & Gravy
Candied Yam's
Southern Black Eyed Peas
Johnny's Favorite Macaroni & Cheese
Baked Beans

Drinks – free refills $ 2.50

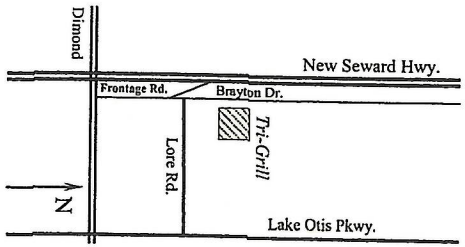
Italian Chinese
TRI-GRILL
Southern

Hours of Operation
Delivery • Dine In • Carry Out
Tues - Sun ..... 11:30am - 8:00pm

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Mondays & 3pm-4pm daily

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Anchorage, AK 99507



Municipality of Anchorage
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ENVIRONMENTAL SERVICES / FOOD SAFETY & SANITATION
825 L Street, P.O. Box 196650, Anchorage, Alaska 99519-6650
Telephone: (907) 343-4200 Fax: (907) 343-4786
www.muni.org/EHonline

DHHS ANCHORAGE

APPLICATION FOR PLAN REVIEW

____**Remodel/Upgrade** ____**New Construction/Existing Building** ____**New Construction/New Building**

Establishment Name: TRi Grill LED Ultra Lounge & Grill LLC			
Site Address: 420 W 3rd Ave Anchorage	Mailing Address: 8100 Sky Mountain Lane		
Owner Name: Robert Alexander	Address: 8100 Sky Mt Ln Anch AK 99502	Phone: 229-2053	Fax:
Email: roba0809@hotmail.com			
Contact Name: Robert Alexander	Address: 8100 Sky Mt Ln	Phone: 229-2053	Fax:
Email: Same			
Square feet: 7000	If Food, Menu Provided: ____Yes ____No		
Applicants Signature: Robert Alexander	Application Date: 1/3/2022		

Department Notes / Comments

RECEIVED 1-3-22 EHS. TM

OFFICE USE ONLY

Amount Received:	Payment Type:	Receipt Number:	Date Received:

Fees:

Spa	$ 300.00	_____ (Date Paid)
Pool		
0-1600 sq. ft.:	$ 500.00	_____ (Date Paid)
1600 sq. ft. +:	$ 750.00	_____ (Date Paid)
Food		
0-1000 sq. ft.:	$ 220.00	_____ (Date Paid)
1001-4000 sq. ft.:	$ 330.00	_____ (Date Paid)
4001 sq. ft. +:	$ 550.00	_____ (Date Paid)

Facility ID: _____

PE: _____

Plan Review Project Number: _____

Plan Review: _____ AMCO JAN 3 2022

72-038 Ver. 8_18* DISTRIBUTION: White - FS&S Canary - FS&S Accounting Pink - Customer

Exhibit C - AR 99-121 A Resolution of the Anchorage Municipal Assembly waiving protest of the renewal of the Woodshed's Beverage Dispensary Liquor License subject to certain conditions.

A RESOLUTION TO OPPOSE THE TRANSFER OF LICENSE OF LED LOUNGE TO THE PROPOSED LOCATION ON 3RD AND E STREET (Substitute Version) March 4, 2022

AR 99-121

CLERK'S OFFICE
AMENDED AND APPROVED
Date: 5-11-99

Submitted by: Assemblymember TESCHE
Prepared by: Assembly Office
For reading: May 11, 1999

ANCHORAGE, ALASKA
AR NO. 99-121

A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY WAIVING PROTEST OF THE RENEWAL OF THE WOODSHED'S BEVERAGE DISPENSARY LIQUOR LICENSE SUBJECT TO CERTAIN LICENSE CONDITIONS

WHEREAS, the Anchorage Municipal Assembly has received evidence pertaining to the proposed liquor license renewal for The Woodshed, 535 W. Third Avenue, Anchorage, Alaska; and

WHEREAS, this evidence presented to the Assembly has raised questions relating to the licensee's control of the noise resulting from the operation of the establishment; and

WHEREAS, the Assembly has found this evidence to reflect concerns that this noise is excessive and disruptive to surrounding businesses and residences in the downtown area; and

WHEREAS, the Downtown Community Council has requested that specific conditions be placed on the license to alleviate the noise problems.

NOW, THEREFORE, BE IT RESOLVED by the Anchorage Municipal Assembly

Section 1 That the Assembly does hereby waive protest of the subject beverage dispensary license application for The Woodshed subject to the following license conditions:

Licensee shall eliminate noise resulting from the operation of the establishment during evening/night hours by: fully comply with all provisions of Anchorage Municipal Code Titles 15 and 16 relating to noise and public nuisances.

~~1. Closing windows; and~~

~~2. Acquiring and utilizing air-conditioner(s) that will help maintain healthy interior air circulation and further eliminate noise.~~

Section 2 That this resolution shall become effective within 30 days of passage and approval.

PASSED AND APPROVED by the Anchorage Assembly this 11 day of May 1999.

Chair

ATTEST:

Municipal Clerk Deputy

5-11-99

Exhibit D - AR 2004-10 A Resolution of the Anchorage Municipal Assembly approving a conditional use fo an alcoholic beverages conditional use in the B-2C district for a duplicate beverage dispensary license per AMC 21.40.170 D.14 for the Woodshed Lounge, located on the lower level floor, Anchorage original townsite, block 17, lot 7a; generally located on the northeast corner of West 3rd Avenue and F Street.

See AR 2004-10(S)

Submitted by: Chair of the Assembly at the Request of the Mayor
Prepared by: Planning Department
For reading: January 20, 2004

Anchorage, Alaska
AR 2004-10

A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY APPROVING A CONDITIONAL USE FOR AN ALCOHOLIC BEVERAGES CONDITIONAL USE IN THE B-2C DISTRICT FOR A DUPLICATE BEVERAGE DISPENSARY LICENSE PER AMC 21.40.170 D.14, FOR THE WOODSHED LOUNGE, LOCATED ON THE LOWER LEVEL FLOOR, ANCHORAGE ORIGINAL TOWNSITE, BLOCK 17, LOT 7A; GENERALLY LOCATED ON THE NORTHEAST CORNER OF WEST 3RD AVENUE AND F STREET.

(Downtown Community Council) (Case 2004-010)

THE ANCHORAGE ASSEMBLY RESOLVES:

Section 1. The conditional use permit for an Alcoholic Beverages Conditional Use in the B-2C District for a Duplicate Beverage Dispensary License per AMC 21.40.170 D.14, for the Woodshed Lounge, located on Anchorage Original Townsite, Block 17, Lot 7A, meets the applicable provisions of AMC 21.50.020 and AMC 21.50.160.

Section 2. The conditional use permit for an Alcoholic Beverages Conditional Use for a Duplicate Beverage Dispensary License is for a 630 square-foot deck for the property identified in Section 1.

Section 3. The conditional use permit is approved subject to the following conditions:

1. A Notice of Zoning Action shall be filed with the District Recorder's Office within 120 days of the Assembly's approval of a final conditional use approval for a beverage dispensary use in the B-2C District.

2. All uses shall conform to the plans and narrative submitted with this conditional use application.

3. This conditional use approval is for a Duplicate Beverage Dispensary Use/License to be located on the deck of the Woodshed Lounge, and is restricted to the 630 square-feet deck area. Alcohol would be stored in the storage and cooler rooms. The estimated ratio of food sales to alcohol

beverage sales is 7% food to 93%, and food sales could increase in the future if the kitchen gets upgraded.

4. The deck area will operate seven days a week: weekdays from 5:00 PM to 2:00 AM, and 7:00 PM to 2:30 AM weekends. Entertainment may include recorded music, live music and floor shows.

5. All employees employed by the Woodshed Lounge will have direct contact with alcohol and be trained in accordance with the Alcoholic Beverage Control Board's Liquor Server Awareness Training Program.

6. Upon demand, the applicant shall demonstrate compliance with a liquor "Server Awareness Training Program" approved by the State of Alaska Alcoholic Beverage Control Board, such as or similar to the program for Techniques in Alcohol Management (T.A.M.).

7. The use of the property by any person for the permitted purposes shall comply with all current and future Federal, State and local laws and regulations including but not limited to laws and regulations pertaining to the sale, dispensing, service and consumption of alcoholic beverages and the storage, preparation, sale, service and consumption of food. The owner of the property, the licensee under the Alcoholic Beverage Control license and their officers, agents and employees shall not knowingly permit or negligently fail to prevent the occurrence of illegal activity on the property.

8. A copy of the conditions imposed by the Assembly in connection with this conditional use approval shall be maintained on the premise at a location visible to the public.

9. The approved conditional use is reflected on the following plan:

   a. Revised as-built for Lot 7A, Block 17, Original Townsite, showing proposed deck addition; dated September 22, 2003, revised 10-8-03; scale 1" = 20'; drawn by: Fred Walatka.

10. Relocate the metal fence from the F Street right of way onto the property, or apply for an Encroachment Permit from the Right of Way Division.

11. Submit a parking layout to Zoning Code Compliance to verify compliance with the requirements of AMC 21.45.080.W.2-11.

12. Provide a plan to Zoning Code Compliance showing details of refuse screening, screening for rooftop mechanical equipment, and the location and type of plant materials use to satisfy the landscaping requirements of AMC 21.40.170.Q, 21.45.080.W.4.f and W.10.

Section 4. Failure to comply with the conditions of this conditional use permit shall constitute grounds for its modification or revocation.

Section 5. This resolution shall become effective immediately upon passage and approval by the Anchorage Assembly.

PASSED AND APPROVED by the Anchorage Assembly this _____ day of _____, 2004.

ATTEST: _____
Chair

_____
Municipal Clerk

(Case 2004-010)
(Tax Parcel 002-107-08)

MUNICIPALITY OF ANCHORAGE

ASSEMBLY MEMORANDUM

No. AM 40-2004

Meeting Date: January 20, 2004

From: Mayor

Subject: AR 2004-10 Alcoholic Beverages Conditional Use in the B-2C District for a New Duplicate Beverage Dispensary Use per AMC 21.40.170 D. 14 for the Woodshed Lounge.

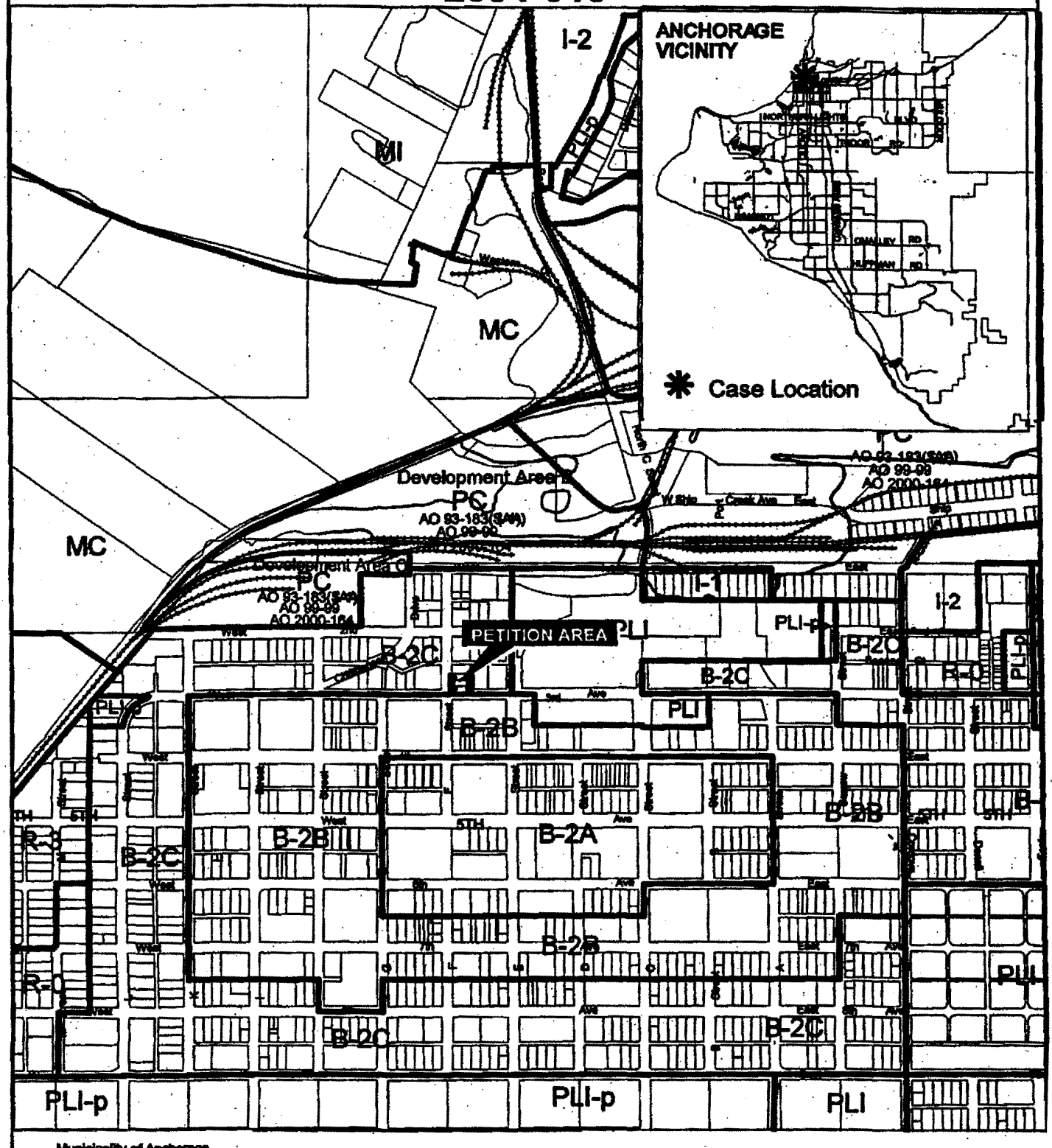
The Woodshed Lounge has made application for a new conditional use permit for an alcoholic beverages conditional use in the B-2C District for a duplicate beverage dispensary use per AMC 21.40.170. D. 14 for its new lower level floor lounge at 535 West 3rd Avenue. The Woodshed Lounge holds a valid Beverage Dispensary License Number 1244 for its street-level lounge, and a Beverage Dispensary Duplicate License for its lower level lounge. This second Duplicate license request is to allow for alcoholic beverage service on a proposed outdoor deck of approximately 630 square feet.

The petition property is a 6,994 square-foot commercial lot located at the northeast corner of West 3rd Avenue and F Street. It contains a three-story building and a parking lot. The three-level 5,856 square foot building, built in 1953, contains a bar, lounge on the street-level floor, and multi-use offices on the top floor. Surface parking is provided on the west side of the building. The lower level and the street level of the building each consists of 2,712 square feet and the top floor consists of 1,090 square feet. Approval of this duplicate license will allow a 630 square-foot deck to operate off the main floor level.

Within 1,000 feet of this application, there are thirty-two (32) other alcohol licenses: eleven (11) restaurant/eating places and eighteen (18) beverage dispensary licenses, one (1) package store/tourist, one (1) brew pub license and one (1) theater license. There are no schools or churches within 1,000-feet of the petition site. Added to these thirty-two (32) licenses are 8 beverage dispensary duplicate licenses, which are tied to a facility that has a preexisting beverage dispensary license. This makes a total of 40 licenses within 1,000 feet of this application. Approving this beverage dispensary license will add one more beverage dispensary duplicate license within a 1,000-foot radius of the petition site. One of these duplicate licenses is located at the petition site for the lower level lounge area.

Prepared by: Jerry T. Weaver Jr., Zoning Administrator, Planning Department
Concur: Donald S. Alspach, Acting Director, Planning Department
Concur: Mary Jane Michael, Director, Office of Economic & Community Development
Concur: Denis C. LeBlanc, Municipal Manager
Respectfully submitted: Mark Begich, Mayor

CONDITIONAL USE-LIQUOR
2004-010



Municipality of Anchorage
Planning Department

Flood Limits
100 Year Floodplain
500 Year Floodplain
Floodway

N

0 500 1000 Feet

Date: NOVEMBER 14, 2003

Exhibit E - AR 2019-328(S) A Resolution of the Anchorage Municipal Assembly approving an amendment to an alcoholic beverages conditional use for beverage dispensary license number 1244 for Matanuska Brewing downtown, llc, dba Matanuska Brewing Downtown Brewpub; in the b-2c (Central Business District, periphery) district; located at 535 West 3rd Avenue, within lot 7a, block 17, Anchorage Original Townsite; generally located north of West 3rd Avenue, east of F street, south of west 2nd Avenue, and West of E street, in Anchorage (Downtown Community Council) (case 2019-0110), Planning Department.

Municipal Clerk's Office
APPROVED
Date: September 24, 2019

Submitted by: Chair of the Assembly at the Request of the Mayor
Prepared by: Planning Department
For reading: September 24, 2019

ANCHORAGE, ALASKA
AR No. 2019-328

A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY APPROVING AN AMENDMENT TO AN ALCOHOLIC BEVERAGES CONDITIONAL USE FOR BEVERAGE DISPENSARY LICENSE NUMBER 1244 FOR MATANUSKA BREWING DOWNTOWN, LLC, DBA MATANUSKA BREWING DOWNTOWN BREWPUB; IN THE B-2C (CENTRAL BUSINESS DISTRICT, PERIPHERY) DISTRICT; LOCATED AT 535 WEST 3RD AVENUE, WITHIN LOT 7A, BLOCK 17, ANCHORAGE ORIGINAL TOWNSITE; GENERALLY LOCATED NORTH OF WEST 3RD AVENUE, EAST OF F STREET, SOUTH OF WEST 2ND AVENUE, AND WEST OF E STREET, IN ANCHORAGE.

(Downtown Community Council) (Case 2019-0110)

THE ANCHORAGE ASSEMBLY RESOLVES:

Section 1. An amendment to an alcoholic beverages conditional use is hereby approved for beverage dispensary license number 1244 for Matanuska Brewing Downtown, LLC, dba Matanuska Brewing Downtown Brewpub; in the B-2C (central business district, periphery) district; located at 535 West 3rd Avenue, within Lot 7A, Block 17, Anchorage Original Townsite; generally located north of West 3rd Avenue, east of F Street, south of West 2nd Avenue, and west of E Street, in Anchorage. This conditional use amendment generally meets the applicable provisions of AMC 10.50, AMC 21.15.030, AMC 21.50.020, and AMC 21.50.160.

Section 2. This conditional use is approved subject to the following conditions:

1. A notice of zoning action shall be filed with the State of Alaska Recorder's Office within 120 days of the Assembly's approval for this amendment to an alcoholic beverages conditional use.

2. All uses shall conform to the plans and narrative submitted with this conditional use application, except that the licensee may change the hours of operation listed on the application in accordance with all applicable laws without having to modify the conditional use.

3. This amendment to an alcoholic beverages conditional use approval for beverage dispensary license number 1244; in the B-2C district, in accordance with AMC 10.50, AMC 21.15.030, AMC 21.50.020, and AMC 21.50.160; located at 535 West 3rd Avenue; within Lot 7A, Block 17, Anchorage Original Townsite.

4. Alcohol service on the deck is permitted from 11:00 a.m. to 2:00 a.m. on weekdays and 11:00 a.m. to 2:30 a.m. on weekends and holidays, with no

music or floor shows after 10:00 p.m.

5. Servers will be trained in accordance with the Alcoholic Beverage Control Board's "Liquor Server Awareness Training Program," in accordance with Alaska Statute 04.21.025. Upon demand, the applicant shall demonstrate compliance with a liquor "Server Awareness Training Program" approved by the State of Alaska Alcoholic Beverage Control Board, such as or similar to, the program for "Techniques in Alcohol Management (T.A.M.)."

6. The use of the property by any person for the permitted purposes shall comply with all current and future federal, state and local laws and regulations including but not limited to laws and regulations pertaining to the sale, dispensing, service and consumption of alcoholic beverages and the storage, preparation, sale, service and consumption of food. The owner of the property, the licensee under the Alcoholic Beverage Control license and their officers, agents and employees shall not knowingly permit or negligently fail to prevent the occurrence of illegal activity on the property.

7. A copy of the conditions imposed by the Assembly in connection with this conditional use approval shall be maintained on the premise at a location visible to the public.

Section 3. Failure to comply with the conditions of this conditional use permit shall constitute grounds for its modification or revocation.

Section 4. This resolution shall become effective immediately upon passage and approval by the Anchorage Assembly.

PASSED AND APPROVED by the Anchorage Assembly this 24th day of September, 2019.

Chair

ATTEST:

Municipal Clerk

(Case 2019-0110; Parcel ID No. 002-107-08)

MUNICIPALITY OF ANCHORAGE
ASSEMBLY MEMORANDUM

No. AM 612-2019

Meeting Date: September 24, 2019

From: **MAYOR**

Subject: **A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY APPROVING AN AMENDMENT TO AN ALCOHOLIC BEVERAGES CONDITIONAL USE FOR BEVERAGE DISPENSARY LICENSE NUMBER 1244 FOR MATANUSKA BREWING DOWNTOWN, LLC, DBA MATANUSKA BREWING DOWNTOWN BREWPUB; IN THE B-2C (CENTRAL BUSINESS DISTRICT PERIPHERY) DISTRICT; LOCATED AT 535 WEST 3RD AVENUE, WITHIN LOT 7A, BLOCK 17, ANCHORAGE ORIGINAL TOWNSITE; GENERALLY LOCATED NORTH OF WEST 3RD AVENUE, EAST OF F STREET, SOUTH OF WEST 2ND AVENUE, AND WEST OF E STREET, IN ANCHORAGE.**

Matanuska Brewing Downtown, dba Matanuska Brewing Downtown Brewpub, has made application for an amendment to beverage dispensary license number 1244, in the B-2C (central business district, periphery) district. The amendment proposes to add a 630 square foot existing deck to the floor service area and, in the future, to replace it with a larger 1,600 square foot deck.

Historically, the 630 square foot deck was approved for alcohol service with AR 2019-10(S) from 11:00 a.m. to 2:00 a.m. on weekdays and 11:00 a.m. to 2:30 a.m. on weekends and holidays, with no music or floor shows after 10:00 p.m. However, the deck was removed from the floor service area and the approval expired. The petitioner is reapplying for this approval.

All servers of alcoholic beverages will be trained in accordance with the Alcoholic Beverage Control Board's Liquor Server Awareness Training Program.

Within 1,000 feet of this application, there are 13 beverage dispensary, 4 beverage dispensary duplicate, 1 brewpub, 1 theater, and 10 restaurant and eating place alcoholic beverages licenses. There are no known schools or churches within 200 feet of this site.

Three-hundred and seventy-three public hearing notices were mailed on July 17, 2019. Two responses were received from the public, of which both opposed the granting of this amendment. The Downtown Community Council did not provide comments on this application.

There are no delinquent personal property taxes or real property taxes owing at this time.

THE ADMINISTRATION RECOMMENDS APPROVAL.

Prepared by:	Francis McLaughlin, Senior Planner
Approved by:	Michelle J. McNulty, Director, Planning Department
Concur:	Christopher M. Schutte, Director, Office of Economic and Community Development
Concur:	Lance R. Wilber, Director, Office of Management and Budget
Concur:	Rebecca A. Windt Pearson, Municipal Attorney
Concur:	William D. Falsey, Municipal Manager
Respectfully submitted:	Ethan A. Berkowitz, Mayor

PLANNING DEPARTMENT
STAFF ANALYSIS
CONDITIONAL USE – ALCOHOLIC BEVERAGE SALES

DATE: September 10, 2019

CASE NO.: 2019-0110

APPLICANT: Matanuska Brewing Downtown, LLC, dba Matanuska Brewing Downtown Brewpub

REQUEST: An amendment to an alcoholic beverages conditional use for beverage dispensary license numbers 1244, in the B-2C (central business district, periphery)

LOCATION: Lot 7A, Block 17, Anchorage Original Townsite

STREET ADDRESS: 535 West 3rd Avenue, Anchorage, AK 99501

COMMUNITY COUNCIL: Downtown

TAX PARCEL: 002-107-08 / Grid SW1230

ATTACHMENTS:
1. Application
2. Departmental and Public Comments
3. Posting Affidavit

RECOMMENDATION SUMMARY:

This amendment to an alcoholic beverages conditional use generally meets the required standards of AMC Title 10 and Title 21, and State Statute 04.11.080.

SITE:

Size:	±0.1607 acres
Zoning:	B-2C (central business district, periphery)
Topography:	Sloping downhill to the north
Existing Use:	Restaurant
Utilities:	Public sewer and water

COMPREHENSIVE PLAN

Classification: "Downtown Mixed Use" in the Anchorage Downtown Comprehensive Plan and "City Center" in the *Anchorage 2040 Land Use Plan*

SURROUNDING AREA

	NORTH	EAST	SOUTH	WEST
Zoning:	B-2C	B-2C	B-2B	B-2C
Land Use:	Apartment	Mixed-Use	Hotel	Parking

SITE DESCRIPTION AND PROPOSAL

Matanuska Brewing Downtown, LLC, dba Matanuska Brewing Downtown Brewpub has applied for an amendment to beverage dispensary license number 1244 with the State of Alaska Alcoholic Beverages Control Board. The amendment proposes to add a 630 square foot existing deck to the floor service area and, in the future, to replace it with a larger 1,600 square foot deck.

Historically, the 630 square foot deck was approved for alcohol service with AR 2019-10(S) from 11:00 a.m. to 2:00 a.m. on weekdays and 11:00 a.m. to 2:30 a.m. on weekends, with no music or floor shows after 10:00 p.m. However, the deck was removed from the floor service area and the approval expired. The petitioner is reapplying for this approval.

Servers of alcoholic beverages will be trained in accordance with the Alcoholic Beverage Control Board's Liquor Server Awareness Training Program.

PUBLIC COMMENTS

Three-hundred and seventy-three public hearing notices were mailed on July 17, 2019. Two responses were received from the public, of which both opposed the granting of this amendment. The Downtown Community Council did not provide comments on this application.

FINDINGS

A. Furthers the goals and policies of the Comprehensive Development Plan and conforms to the Comprehensive Development Plan in the manner required by Chapter 21.05.

The standard is met.

The *Anchorage 2040* Land Use Plan Map designates the area as "City Center" and the *Downtown Comprehensive Plan* identifies the site as "Downtown Mixed Use." The Comprehensive Plan does not specifically address the sale of alcoholic beverages in the community, however, several goals of the plan speak to related issues, such as recreational and economic opportunities. The sale of alcoholic beverages supports tourism and social opportunities of the community.

B. Conforms to the standards for that use in this title and regulations promulgated under this title.

The standard is met.

The B-2C district regulations allow alcoholic beverage sales with an approved conditional use permit.

C. Will be compatible with existing and planned land uses in the surrounding neighborhood and with the intent of its use district.

The standard is met.

The proposed deck will be compatible with surrounding uses, which are apartments, mixed-use (residential and commercial), hotel, and parking. The B-2C district allows restaurants and bars with an approved alcohol conditional use permit. The deck was previously approved by the Assembly but that approval expired when the use of the deck ceased. The petitioner is reapplying for the use of the existing deck and for the expansion of the deck in the future. The hours of operation on the deck will match what was previously approved.

Alaska Statute 04.11.410, *Restriction of location near churches and schools*, restricts beverage dispensary and package store licenses from being located in a building the public entrance of which is within 200 feet of the public entrance of a church building, or from being located within 200 feet of school grounds. There are no known churches or schools within this separation distance.

D. Will not have a permanent negative impact on the items listed below substantially greater than that anticipated from permitted development:

1. Pedestrian and vehicular traffic circulation and safety.

The standard is met.

The streets are built to Municipal standard and sidewalks line the south and west sides of the petition site. No off-street parking is required in Downtown.

2. The demand for and availability of public services and facilities.

The standard is met.

An alcoholic beverages conditional use at this location will not impact public services. Electricity, water and sewer, and natural gas are available on site. Road infrastructure and public transit are already in place. The petition site is within ARDSA and the Building Safety, Police, and Fire service areas.

3. Noise, air, water, or other forms of environmental pollution.

The standard is met.

The noise generated at this site is not anticipated to be greater than other uses in the Downtown area.

4. The maintenance of compatible and efficient development patterns and land use intensities.

The standard is met.

The zoning and the general area land use will not change as a result of this alcoholic beverages conditional use. The surrounding land uses, which are primarily parking, commercial, and multifamily residential, will not be negatively affected by this alcoholic beverages conditional use.

Standards Chapter 10.50 Alcoholic Beverages

In the exercise of its powers and under AS 04.11.480 and 13 AAC 104.145 to protest issue, renewal and transfer or alcoholic beverage licenses within the Municipality of Anchorage, the Assembly shall consider whether the proposed license meets each and every factor and standard set forth below:

A. Concentration and land use. Whether transfer of location or issue of the requested license will negatively impact the community through an increase in the concentration of uses involving the sale or service of alcoholic beverages within the area affected and will conform to the separate standards of AMC 21.50.020.

A list of alcohol licenses within 1,000-feet of the petition site is attached. There is 13 beverage dispensary, 4 beverage dispensary duplicate, 1 brewpub, 1 theater, and 10 restaurant and eating place alcoholic beverages licenses.

B. Training. If application is made for issue, renewal or transfer of a beverage dispensary license, restaurant or eating place license, or package store license, whether the applicant can demonstrate prospective or continued compliance with a Liquor "Server Awareness Training Program" approved by the State of Alaska Alcoholic Beverage Control Board, such as or similar to the program for techniques in alcohol management (T.A.M.). Until such plan is approved, training by a licensee's employees in the T.A.M. shall constitute compliance with this ordinance.

The standard is met.

The applicant states that all servers involved in the sale of alcoholic beverages will be trained in accordance with the T.A.M. training and hold the appropriate certificates.

C. Operations procedures. If application is made for issue, renewal or transfer of a license, whether the applicant can demonstrate prospective or continued compliance with operations procedures for licensed premises set forth in Section 10.50.035 of this code.

The standard is met.

AMC 10.50.035 sets forth that persons seeking the issue or transfer of a license shall comply with restrictions regarding happy hours, games or contests involving the consumption of alcohol, public transportation, notice of penalties, availability of nonalcoholic drinks, compliance determination with techniques in alcohol management (T.A.M.), solicitation of purchase of alcoholic beverages for consumption by employees, and warning signs. The petitioner has stipulated in his application that he will abide by requirements of AMC 10.50.035.

D. Public safety. When application is made for the renewal or transfer of location or transfer of ownership of a beverage dispensary license restaurant or eating place license, or package store license, the Assembly shall consider whether the operator can demonstrate the ability to maintain order and prevent unlawful conduct in a licensed premise. In determining the operator's demonstrated ability to maintain order and prevent unlawful conduct, the Assembly may consider police reports, testimony presented before the Assembly, written comments submitted prior to or during the public hearing, or other evidence deemed to be reliable and relevant to the purpose of this subsection. For purposes of this section and Section 10.50.035 "licensed premises" shall include any adjacent area under the control or management of the licensee.

The standard is met.

No incidents have been reported at this location under the new ownership and management.

E. Payment of taxes and debts. When application is made for renewal of a license the assembly shall consider, pursuant to AS 4.11.330, whether the applicant is delinquent in payment of taxes owed to the Municipality. When application is made for transfer of ownership of a license the Assembly shall consider, pursuant to AS 4.11.360, whether the municipality has received either payment or adequate security, for the payment of any debts or taxes, including any estimated taxes for the current year, arising from the conduct of the licensed business. Adequate security for the payment of debts and taxes may be in the form of: 1) escrowed funds sufficient to pay the debts and taxes claimed and any escrow fees; 2) actual payment of debts and taxes claimed; or, 3) a guarantee agreement in accordance AMC 10.50.030. Any guarantee agreement shall be in writing, signed by the transferor, transferee and Municipality.

The standard is met.

There are no outstanding business personal property taxes owing, according to the Treasury Division.

F. Public health. If application is made for the renewal or transfer of location or transfer of ownership of a license, the Assembly shall consider whether the operator has engaged in a pattern of practices injurious to public health or safety such as providing alcohol to minors or intoxicated persons, committing serious violations of State law relevant to public health or safety, or other actions within the knowledge and control of the operator which place the public health or safety at risk. In determining if a pattern of practices injurious to public health or safety exists, the Assembly may consider criminal convictions, credible proof of illegal activity even if not prosecuted, police reports, testimony presented before the Assembly, written comments submitted prior to or during the public hearing, or other evidence deemed to be reliable and relevant to the purpose of this subsection.

The Health Department has not reported a pattern of practices injurious to public health or safety.

G. Municipality of Anchorage Alcoholic Beverage Licensee Compliance Form. In order to determine whether applicants seeking issue, renewal or transfer of alcoholic beverage licenses have complied with the provisions of this chapter, applicants shall, at the request of the Assembly, submit to the municipal clerk such information as is required on a municipal form prepared by the municipal clerk known as the Municipality of Anchorage Alcoholic Beverage Licensee Compliance Form. Upon request, operators shall also provide the municipal clerk with certificates from all current employees demonstrating that those employees have successfully completed a "Liquor Service Awareness Training Program" such as the program for techniques in alcohol management (T.A.M.) as approved by the State of Alaska Alcoholic Beverage Control Board.

This form was not requested of this applicant.

RECOMMENDATION:

This application for an amendment to an alcohol conditional use permit, in the B-2C (central business district periphery), generally meets the required standards of AMC Title 10 and Title 21.

If, after a public hearing on the matter, the Anchorage Assembly finds that the required standards have been met, staff recommends the following conditions of approval:

1. A notice of zoning action shall be filed with the State of Alaska Recorder's Office within 120 days of the Assembly's approval for this amendment to an alcoholic beverages conditional use.

2. All uses shall conform to the plans and narrative submitted with this conditional use application, except that the licensee may change the hours of

operation listed on the application in accordance with all applicable laws without having to modify the conditional use.

3. This amendment to an alcoholic beverages conditional use approval for beverage dispensary license number 1244; in the B-2C district, in accordance with AMC 10.50, AMC 21.15.030, AMC 21.50.020, and AMC 21.50.160; located at 535 West 3rd Avenue; within Lot 7A, Block 17, Anchorage Original Townsite.

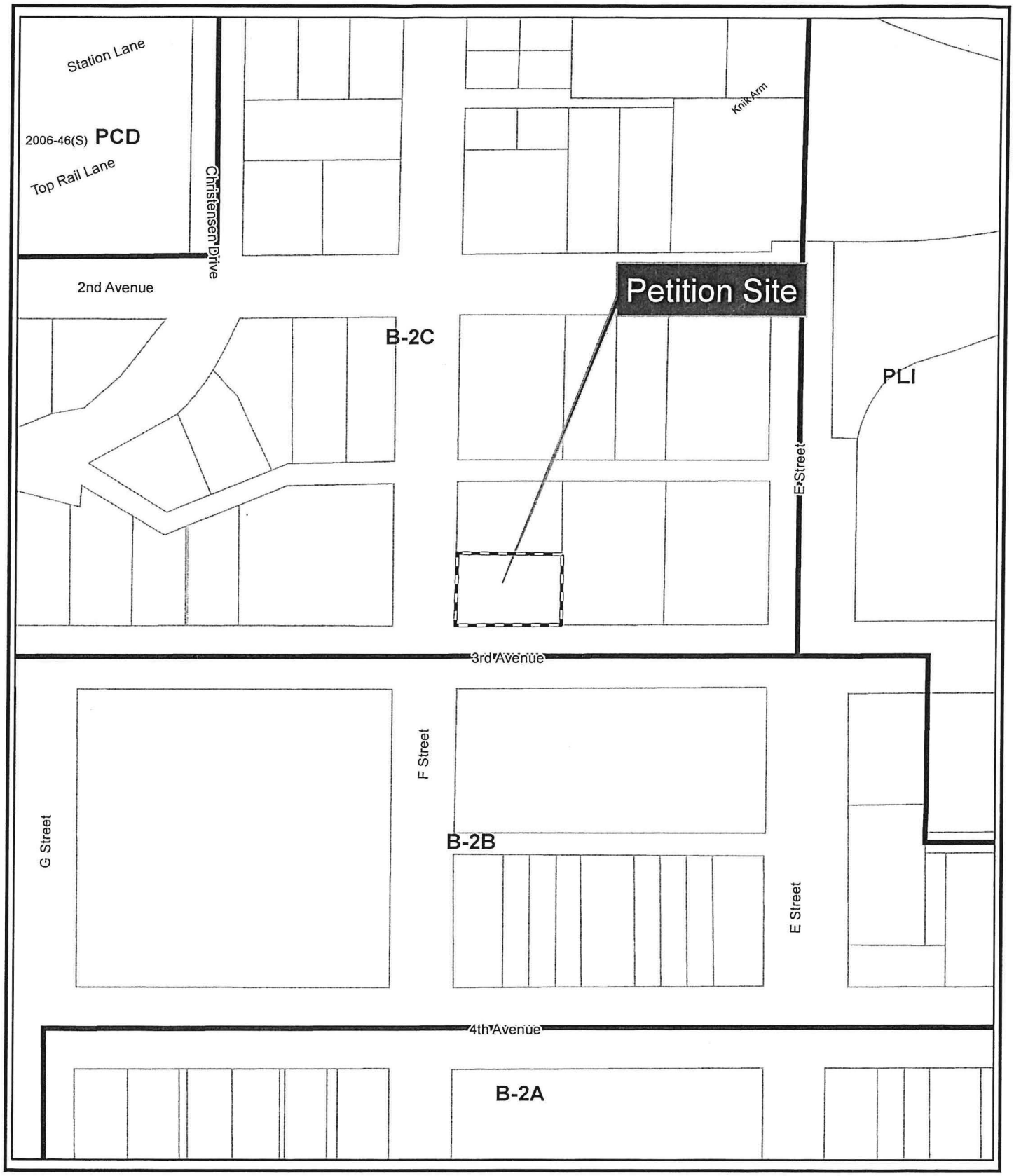
4. Alcohol service on the deck is permitted from 11:00 a.m. to 2:00 a.m. on weekdays and 11:00 a.m. to 2:30 a.m. on weekends and holidays, with no music or floor shows after 10:00 p.m.

5. Servers will be trained in accordance with the Alcoholic Beverage Control Board's "Liquor Server Awareness Training Program," in accordance with Alaska Statute 04.21.025. Upon demand, the applicant shall demonstrate compliance with a liquor "Server Awareness Training Program" approved by the State of Alaska Alcoholic Beverage Control Board, such as or similar to, the program for "Techniques in Alcohol Management (T.A.M.)."

6. The use of the property by any person for the permitted purposes shall comply with all current and future federal, state and local laws and regulations including but not limited to laws and regulations pertaining to the sale, dispensing, service and consumption of alcoholic beverages and the storage, preparation, sale, service and consumption of food. The owner of the property, the licensee under the Alcoholic Beverages Control Board license and their officers, agents and employees shall not knowingly permit or negligently fail to prevent the occurrence of illegal activity on the property.

7. A copy of the conditions imposed by the Assembly in connection with this conditional use approval shall be maintained on the premise at a location visible to the public.

2019-0110

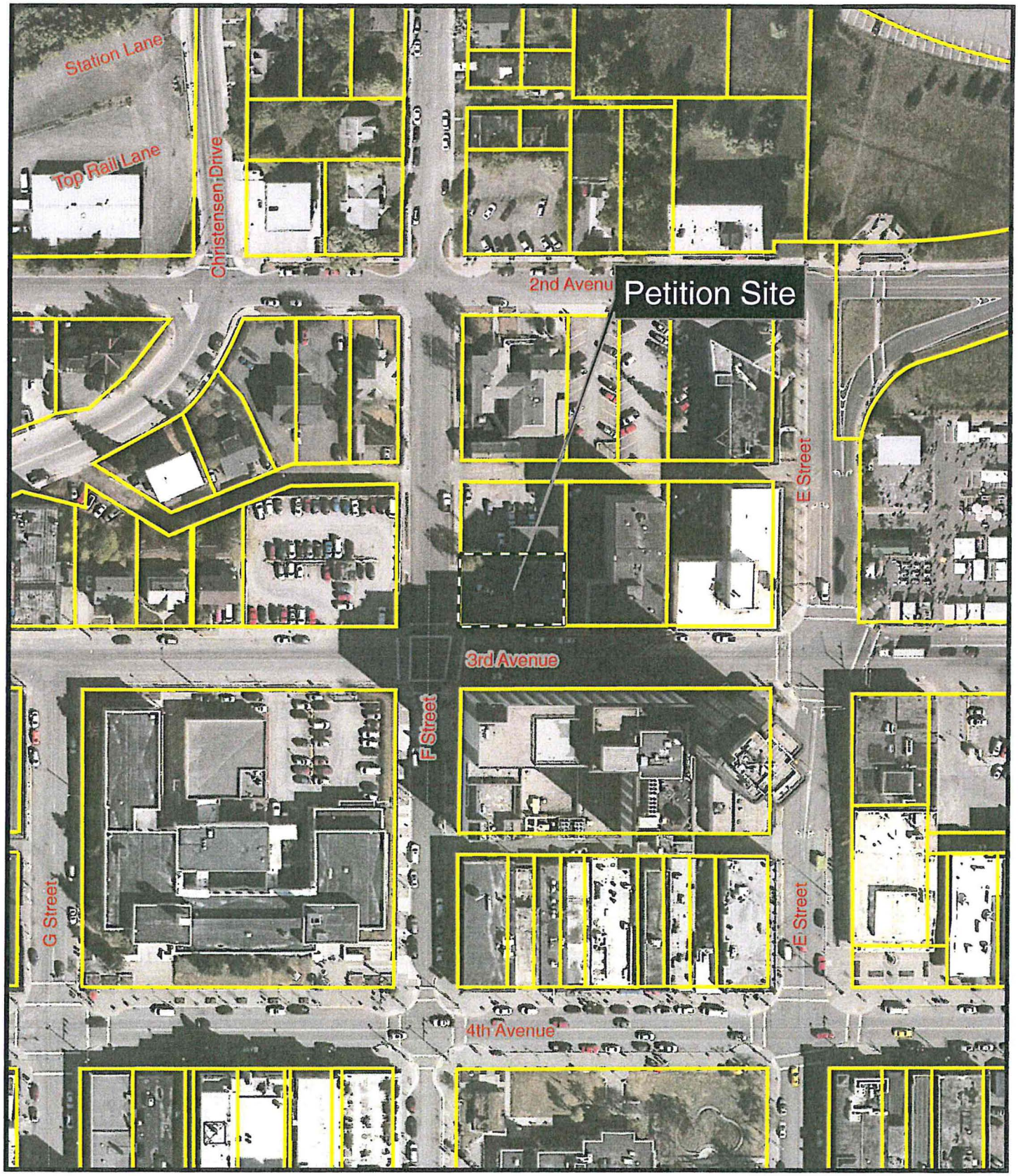


Municipality of Anchorage
Planning Department

Date: July 10, 2019

N

2019-0110



Municipality of Anchorage
Planning Department
Date: July 12, 2019

N

Date : 07/12/2019 **Alcohol Existing License List Report** **Page: 1**

Parcel Number	Parcel Owner Name	Parcel Owner Address	City	State	Zip
Business Name	Applicant	Business Address	ABC License Number	Lic. Zone	Classification
00210120000	KOBUK COFFEE COMPANY	504 W 5TH AVENUE	ANCHORAGE	AK	99501--2220
The Kobuk	KOBUK COFFEE COMPANY	504 W 5TH AVE, ANCHORAGE, AK 99501	5620	B2A	Restaurant/Eating Place
00210321000	LOUSSAC BUILDING JOINT VENTURE	413 D STREET	ANCHORAGE	AK	99501--2326
Cyrano's	Cyrano's Crepes & Books LLC	413 D ST, ANCHORAGE, AK 99501	2724	B2A	Restaurant/Eating Place
00210321000	LOUSSAC BUILDING JOINT VENTURE	413 D STREET	ANCHORAGE	AK	99501--2326
AK Fresh Seafood	AK Fresh Seafood LLC	415 D Street	5165		Restaurant/Eating Place
00210322000	ALASKAN BOYS INC	PO BOX 100740	ANCHORAGE	AK	99510--0740
Avenue Bar, The	Alaskan Boys, Inc.	338 W 4TH AVE, ANCHORAGE, AK 99501	1184	B2A	Beverage Dispensary
00210328000	PAPAGIANNIS KONSTANTINOS & PATRICIA 50% & PAPAGIANNIS CHRISTOS & STAVROULX 50%	AETORAHIS 2	ARTA GREECE		47100
Panhandle Bar	BJV, Inc.	312 W 4TH AVE, ANCHORAGE, AK 99501	825		Beverage Dispensary
00210415000	JRW VENTURES 81.15% & WINDWARD TOWN & COUNTRY PLAZA INC 18.85%	411 W 4TH AVENUE SUITE 200	ANCHORAGE	AK	99501
myThai Restaurant	myThai Restaurant, LLC	333 West 4th Ave	5275		Restaurant/Eating Place

Distance = 1000'

Parcel Number Business Name	Parcel Owner Name Applicant	Parcel Owner Address Business Address	City ABC License Number	State Lic. Zone	Zip Classification
					Restaurant/Eating Place
00210419000	BUZZ ROHLFING INC	315 E STREET	ANCHORAGE	AK	99501--2306
Tequila 61	JJT, LLC	445 W 4TH AVE, ANCHORAGE, AK 99501	826	B2B	Beverage Dispensary
00210504000	MOMA BERT N 1/3 & SELMAN CHARLES S 1/3 & SELMAN DENNIS S 1/3	417 W 5TH AVE	ANCHORAGE	AK	99501
Club Paris	H & T, Inc.	417 W 5TH AVE	258	B2A	Beverage Dispensary
00210506000	LUPINE COMMERCIAL COMPANY & TRANSPACIFIC RESOURCES	1403 P STREET	ANCHORAGE	AK	99501--4934
Ginger	Ginger LLC	425 W 5TH AVE, ANCHORAGE, AK 99501	2925		Restaurant/Eating Place
00210506000	LUPINE COMMERCIAL COMPANY & TRANSPACIFIC RESOURCES	1403 P STREET	ANCHORAGE	AK	99501--4934
Ginger	Ginger LLC	425 W 5TH AVE, ANCHORAGE, AK 99501	4958		Theater License (PAC)
00210508000	SOLAR BUILDING LLC	431 W 7TH AVE SUITE 203	ANCHORAGE	AK	99501--3500
Fat Ptarmigan Wood Fired Pizza	Fat Ptarmigan Management, LLC.	441 West 5th Ave	5245		Restaurant/Eating Place
00210509000	MOA COMMUNITY PLANNING AND DEVELOP EGAN CONVENTION CENTER	PO BOX 196650	ANCHORAGE	AK	99519--6650
WIlliam Egan Convention Ctr	SMG of Alaska, Inc.	555 W 5TH AVE, ANCHORAGE, AK 99501	3234	B2A	Beverage Dispensary
00210509000	MOA COMMUNITY PLANNING AND DEVELOP EGAN CONVENTION CENTER	PO BOX 196650	ANCHORAGE	AK	99519--6650
William Convention Center	SMG of Alaska, Inc.	555 W 5TH AVE, ANCHORAGE, AK 99501	4455	B2A	Beverage Dispensary
00210540000	BEAR PAW RESTAURANT LLC	4240 OLD SEWARD HWY SUITE 13	ANCHORAGE	AK	99503--6053
Hard Rock Cafe	Hard Rock Cafe International (STP), Inc	415 E ST, Anchorage, AK 99501	5260	B2A	Beverage Dispensary Dup
00210540000	BEAR PAW RESTAURANT LLC	4240 OLD SEWARD HWY SUITE 13	ANCHORAGE	AK	99503--6053
Hard Rock Cafe	Hard Rock Cafe International (STP), Inc.	415 E ST, ANCHORAGE, AK 99501	4157	B2A	Beverage Dispensary

Parcel Number	Parcel Owner Name	Parcel Owner Address	City	State	Zip
Business Name	Applicant	Business Address	ABC License Number	Lic. Zone	Classification
00210550000	BIWER DARWIN A JR	426 G STREET	ANCHORAGE	AK	99501--2127
Darwin's Theory	Darwin's Theory, Inc.	426 G ST	987	B2B	Beverage Dispensary
00210563000	737 WEST FIFTH AVENUE LLC	425 G ST SUITE 711	ANCHORAGE	AK	99501
Orso Ristorante	Brews Brothers LLC	737 W 5TH AVE	4258	B2B	Brewpub
00210563000	737 WEST FIFTH AVENUE LLC	425 G ST SUITE 711	ANCHORAGE	AK	99501
Glacier Brew House	The Brews Brothers, LLC	737 W 5th Ave #110	3978		Beverage Dispensary
00210563000	737 WEST FIFTH AVENUE LLC	425 G ST SUITE 711	ANCHORAGE	AK	99501
Restaurante' Orso	The Brews Brothers, LLC	737 W 5TH AVE	4012	B2B	Beverage Dispensary Dup
00210609000	RSD PROPERTIES LLC	810 N STREET STE 100	ANCHORAGE	AK	99501
F Street Station	Station, Inc.	325 F ST, ANCHORAGE, AK 99501	762		Beverage Dispensary
00210617000	OLDTIMERS INC	739 W 4TH AVE	ANCHORAGE	AK	99501--2106
Pioneer Bar	OLDTIMERS INC	739 W 4TH AVE	866	B2B	Beverage Dispensary
00210625000	CP ANCHORAGE HOTEL 2 LLC	740 CENTRE VIEW BLVD	CRESTVIEW HILLS	KY	41017
Bruins	CP Anchorage Hotel 2, LLC	500 W 3rd Ave	1043		Beverage Dispensary
00210625000	CP ANCHORAGE HOTEL 2 LLC	740 CENTRE VIEW BLVD	CRESTVIEW HILLS	KY	41017
Chartroom, The	CP Anchorage GP, LLC	500 W 3rd Ave	1414		Beverage Dispensary Dup
00210625000	CP ANCHORAGE HOTEL 2 LLC	740 CENTRE VIEW BLVD	CRESTVIEW HILLS	KY	41017
Top Of The World	CP Anchorage GP, LLC	500 W 3rd Ave	1157		Beverage Dispensary Dup

Parcel Number	Parcel Owner Name	Parcel Owner Address	City	State	Zip
Business Name	Applicant	Business Address	ABC License Number	Lic. Zone	Classification
00210626000	[illegible]	721 W 4TH AVE	[illegible]AGE	AK	
Gaslight Lounge	Gaslight Lounge, Inc.	721 W 4TH AVE, ANCHORAGE, AK 99501	437	B2B	Beverage Dispensary
00210627000	3 D INVESTMENTS INC	340 G ST #201	ANCHORAGE	AK	99501--2125
Sacks Café & Restaurant	Sacks Restaurant, LLC	328 G ST, ANCHORAGE, AK 99501	3977		Restaurant/Eating Place
00210712000	BAND OF RENOWN ENTERPRISES INC DBA THE MARX BROTHERS CAFE	627 W 3RD AVE	ANCHORAGE	AK	99501--2124
Marx Bros Cafe	Band of Renown Enterprises, Inc	627 W 3RD AVE, ANCHORAGE, AK 99501	1422	B2C	Restaurant/Eating Place
00210739000	ALASKA ANVIL INCORPORATED	1675 W BAKERVIEW ROAD	BELLINGHAM	WA	98226
Urban Sushi	Urban Sushi Spot LLC	509 W. 3rd Ave Suite 101	4993		Restaurant/Eating Place

Parcel Number	Parcel Owner Name	Parcel Owner Address	City	State	Zip
Business Name	Applicant	Business Address	ABC License Number	Lic. Zone	Classification
49th State Brewery - Theater	Northern Hospitality Group, Inc.	717 W 3RD AVE STE A, ANCHORAGE, AK 99501	5558	B2C	Beverage Dispensary Dup
00210750000	LAST FRONTIER REAL ESTATE LLC	645 W 3RD AVE	ANCHORAGE	AK	99501
49th State Spirits & Gifts	Northern Hospitality Group, Inc.	717 W 3RD AVE, ANCHORAGE, AK 99501	5648	B2C	Package Store

Distance = 1000'

1

Application

Application for Conditional Use
Retail Sale Alcoholic Beverages

Municipality of Anchorage
Planning Department
P.O. Box 196650
Anchorage, AK 99519-6650

Please fill in the information asked for below.

PETITIONER*	PETITIONER REPRESENTATIVE (IF ANY)
Name (last name first): MATANUSKA BREWING DOWNTOWN	Name (last name first): TOMTER, MATTHEW
Mailing Address: P.O. BOX 773192	Mailing Address: P.O. BOX 773192
EAGLE RIVER AK. 99577	EAGLE RIVER AK. 99577
Contact Phone: Day: 907-854-8248 Night:	Contact Phone: Day: 90-854- Night: 8248
FAX: N/A	FAX: N/A
E-mail: tomtermattG yahoo.com	E-mail: tomter-MattG yahoo.com

*Report additional petitioners or disclose other co-owners on supplemental form. Failure to divulge other beneficial interest owners may delay processing of this application.

PROPERTY INFORMATION

Property Tax #(000-000-00-000): 002-107-08

Site Street Address: 535 W. 3rd. AVE. ANCHORAGE AK.

Property Owner (if not the Petitioner): CORDOVA DEVELOPMENT CO INC.

Current legal description: (use additional sheet in necessary)

ORIGIONAL BLOCK 17, Lot 7A

Zoning: B-2C	Acreage: 99x70' = .1607 Acres	Grid # 1230

ALCOHOLIC BEVERAGE CONTROL BOARD LICENSE PROPOSED

☒ Beverage Dispensary	☐ Private Club	☐ Restaurant, exempt
☐ Beverage Dispensary-Tourism	☐ Public Convenience	☐ Theater
☐ Brew Pub	☐ Recreational	☐ Other (Please explain):
☐ Package Store	☐ Restaurant	

Is the proposed license: ☐ New ☒ Transfer of location: ABC license number: 1244
Transfer license location: SAME LOCATION
Transfer licensed premises doing business as: Matanuska Brewing Downtown

I hereby certify that (I am)(I have been authorized to act for) owner of the property described above and that I petition for a retail sale of alcoholic beverages conditional use permit in conformance with Title 21 of the Anchorage Municipal, Code of Ordinances. I understand that payment of the application fee is nonrefundable and is to cover the costs associated with processing this application, and that it does not assure approval of the conditional use. I also understand that assigned hearing dates are tentative and may have to be postponed by Planning Department, Municipal Clerk, or the Assembly for administrative reasons.

Date	Signature (Agents must provide written proof of authorization)
6/24/2019	

Accepted by:	Poster & Affidavit:	Fee	Case Number
FM	2 + affidavit	$1,130	2019-0110

COMPREHENSIVE PLAN INFORMATION

Anchorage 2020 Urban/Rural Services: ☒ Urban ☐ Rural

Anchorage 2020 West Anchorage Planning Area: ☐ Inside ☐ Outside

Anchorage 2020 Major Urban Elements: Site is within or abuts:

☒ Major Employment Center ☒ Redevelopment/Mixed Use Area ☐ Town Center
☐ Neighborhood Commercial Center ☐ Industrial Center
☐ Transit - Supportive Development Corridor

Eagle River-Chugiak-Peters Creek Land Use Classification:

☐ Commercial ☐ Industrial ☐ Parks/opens space ☐ Public Land Institutions
☐ Marginal land ☐ Alpine/Slope Affected ☐ Special Study
☐ Residential at _____ dwelling units per acre

Girdwood- Turnagain Arm

☐ Commercial ☐ Industrial ☐ Parks/opens space ☐ Public Land Institutions
☐ Marginal land ☐ Alpine/Slope Affected ☐ Special Study
☐ Residential at _____ dwelling units per acre

ENVIRONMENTAL INFORMATION (All or portion site affected)

Wetland Classification:	☒ None	☐ "C"	☐ "B"	☐ "A"	
Avalanche Zone:	☒ None	☐ Blue Zone	☐ Red Zone		
Floodplain:	☒ None	☐ 100 year	☐ 500 year		
Seismic Zone (Harding/Lawson):	☐ "1"	☐ "2"	☐ "3"	☒ "4"	☐ "5"

RECENT REGULATORY INFORMATION (Events that have occurred in last 5 years for all or portion site)

☐ Rezoning - Case Number:
☐ Preliminary Plat ☐ Final Plat - Case Number(s):
☐ Conditional Use - Case Number(s):
☐ Zoning variance - Case Number(s):
☐ Land Use Enforcement Action for
☐ Building or Land Use Permit for
☐ Wetland permit: ☐ Army Corp of Engineers ☐ Municipality of Anchorage

DOCUMENTATION

Required:

☒ Site plan to scale depicting: building footprints; parking areas; vehicle and pedestrian circulation; lighting; landscaping; signage; and licensed premises location.
☒ Building plans to scale depicting: floor plans indicating the location of sales and service areas; building elevations (photographs are acceptable).
☒ Photographs of premises from each street frontage that include and show relationship to adjacent structures and the premises visible street address number.
☒ Narrative: explaining the project; construction, operation schedule, and open for business target date.
☒ Copy of a zoning map showing the proposed location.
☒ Copy of completed Alcoholic Beverage Control Board liquor license application form including all drawings and attachments, if filed with ABC Board.

Optional: ☐ Traffic impact analysis ☐ Economic impact analysis ☐ Noise impact analysis

PROPERTY OWNER AUTHORIZATION* (if petitioner is not property owner)

(I)(WE) hereby grant permission to and acknowledge that person shown as the petitioner on this application is applying for a conditional use permit for the retail sales of alcoholic beverages on a property under (MY)(OUR) ownership and that as part of the conditional use permit process the Assembly may apply conditions which will be (MY)(OUR) responsibility to satisfy.

Date	Signature
6/25/19	

*Report additional petitioners or disclose other co-owners on supplemental form. Failure to divulge other beneficial interest owners may delay processing of this application.

FACILITY OPERATIONAL INFORMATION

What is the proposed or existing business name (Provide both if name is changing):
MATANUSKA BREWING DOWNTOWN

What is the gross leaseable floor space in square feet?
MAIN LEVEL 2712 SF, LOWER LEVEL 2712 SF DECK CURRENT 630 SF DECK FUTURE 1500 SF

What is the facility occupant capacity?
LOWER: 110 UPPER 110 DECK 30 TOTAL LEASABLE SQ. FT. 6,054 SF

What is the number of fixed seats(booth and non movable seats)?
0

What is the number non-fixed seats(movable chairs, stools, etc.)?
110

What will be the normal business hours of operation?
11AM – 2AM

What will be the business hours that alcoholic beverages will be sold or dispensed?
11AM – 2AM

What do you estimate the ratio of food sales to alcohol beverage sales will be?

60 % Alcoholic beverage sales

40 % Food sales

Type of entertainment proposed: (Mark all that apply)
☒ Recorded music ☒ Live music ☐ Floor shows ☐ Patron dancing ☐ Sporting events ☐ Other ☐ None

Do you propose entertainment or environmental conditions in the facility that will meet the definition of "indecent material" or "adult entertainment" as set forth by AMC 8.05.420 Minors-Disseminating indecent material or AMC 10.40.050 Adult oriented establishment? ☐ Yes ☒ No

DISTANCE FROM CHURCHES, DAY CARE, AND SCHOOLS

Locate and provide the names and address of all churches, day care, and public or private schools within 200 feet of the site property lines

Name	Address
HOLY FAMILY CATHEDRAL	800 W. 5th Ave, Anchorage AK.
	This church is over 1000 ft. away

PACKAGE STORES

Provide the projected percentage of alcoholic product inventory in the store where the retail unit price is:

N/A	%	less than $5.00
N/A	%	$5.00 to $10.00
N/A	%	$10.00 to $25.00
N/A	%	greater than $25.00

CONDITIONAL USE STANDARDS

The Assembly may only approve the conditional use if it finds that **all** of the following 4 standards are satisfied. Each standard must have a response in as much detail as it takes to explain how your project satisfies the standard. The burden of proof rests with you. Use additional paper if needed.

Explain how the proposed conditional use furthers the goals and policies of the comprehensive development plan and conforms to the comprehensive development plan in the manner required by AMC 21.05.

SEE ATTACHED #1

Explain how the proposed conditional use conforms to the standards for that use in this title and regulations promulgated under this title.

SEE ATTACHED #2

Explain how the proposed conditional use will be compatible with existing and planned land uses in the surrounding neighborhood and with the intent of its use district.

SEE ATTACHED #3

Explain how the proposed conditional use will not have a permanent negative impact on the items listed below substantially greater than that anticipated from permitted development:

1. Pedestrian and vehicular traffic circulation and safety.

See ATTACHED #4

2. The demand for and availability of public services and facilities.

See Attached #5

3. Noise, air, water or other forms of environmental pollution.

See Attached #6

4. The maintenance of compatible and efficient development patterns and land use intensities.

See Attached #7

STANDARDS CHAPTER 10.50 ALCOHOLIC BEVERAGES

In the exercise of its powers and under AS 04.11.480 and 15 AAC 104.145 to protest issue, renewal and transfer or alcoholic beverage licenses within the Municipality of Anchorage, the Assembly shall consider whether the proposed license meets **each and every factor and standard** set forth below.

Concentration and land use. Whether transfer of location or issue of the requested license will negatively impact the community through an increase in the concentration of uses involving the sale or service of alcoholic beverages within the area affected and will conform to the separate standards of AMC 21.50.020.

How many active liquor licenses are located on the same property as your proposed license?

ONE

Within 1,000 feet of your site are how many active liquor licenses?

Approximately 20

How would you rate this area's license concentration on a scale of 1 to 5 with 5 = high

3-4

How many active liquor licenses are within the boundaries of the local community council?

Fifty - Estimated

In your opinion, is this quantity of licenses a negative impact on the local community?

SEE ATTACHED #8

Training. If application is made for issue, renewal or transfer of a beverage dispensary license, restaurant or eating place license, or package store license, whether the applicant can demonstrate prospective or continued compliance with a Liquor "Server Awareness Training Program approved by the State of Alaska Alcoholic Beverage Control Board, such as or similar to the program for techniques in alcohol management (T.A.M.). Until such plan is approved, training by a licensee's employees in the T.A.M. shall constitute compliance with this ordinance.

How many employees in direct contact with alcohol will be trained in accordance with the Alcoholic Beverage Control Board's Liquor Server Awareness Training Program?

See ATTACHED # 9

Operations procedures. If application is made for issue, renewal, or transfer of a license, whether the applicant can demonstrate prospective or continued compliance with operations procedures for licensed premises set forth in Section 10.50.035 of this code.

☐ Yes	☒ No	Happy hours?
☐ Yes	☒ No	Games or contests that include consumption of alcoholic beverages?
☐ Yes	☒ No	Patron access and assistance to public transportation?
☒ Yes	☐ No	Notice of penalties for driving while intoxicated posted or will be posted?
☒ Yes	☐ No	Non-alcoholic drinks available to patrons?
☐ Yes	☒ No	Solicitation or encouragement of alcoholic beverage consumption?

Public safety. When application is made for the renewal or transfer of location or transfer of ownership of a beverage dispensary license restaurant or eating place license, or package store license, the Assembly shall consider whether the operator can demonstrate the ability to maintain order and prevent unlawful conduct in a licensed premises. In determining the operator's demonstrated ability to maintain order and prevent unlawful conduct, the Assembly may consider police reports, testimony presented before the Assembly, written comments submitted prior to or during the public hearing, or other evidence deemed to be reliable and relevant to the purpose of this subsection. For purposes of this section and Section 10.50.035 "licensed premises" shall include any adjacent area under the control or management of the licensee.

What are the proposed precautions to maintain order and prevent unlawful conduct at the licensed premises?

inside facility:

See ATTACHED # 10

outside facility:

See ATTACHED # 11

Payment of taxes and debts. When application is made for renewal of a license the assembly shall consider, pursuant to AS 4.11.330, whether the applicant is delinquent in payment of taxes owed to the Municipality. When application is made for transfer of ownership of a license the Assembly shall consider, pursuant to AS 4.11.360, whether the municipality has received either payment or adequate security, for the payment of any debts or taxes, including any estimated taxes for the current year, arising from the conduct of the licensed business. Adequate security" for the payment of debts and taxes may be in the form of: 1) escrowed funds sufficient to Pay the debts and taxes claimed and any escrow fees; 2) actual payment of debts and taxes claimed; or, 3) a guarantee agreement in accordance AMC 10.50.030. Any guarantee agreement shall be in writing. signed by the transferor, transferee and Municipality

☒ Yes ☐ No *Are real estate and business property taxes current?*
☐ Yes ☒ No *Are there any other debts owed to the Municipality of Anchorage?*

Public health. If application is made for the renewal or transfer of location or transfer of ownership of a license, the Assembly shall consider whether the operator has engaged in a pattern of practices injurious to public health or safety, such as providing alcohol to minors or intoxicated persons, committing serious violations of State law relevant to public health or safety, or other actions within the knowledge and control of the operator which place the public health or safety at risk. In determining if a pattern of practices injurious to public health or safety exists, the Assembly may consider criminal convictions, credible proof of illegal activity even if not prosecuted, police reports, testimony presented before the Assembly, written comments submitted prior to or during the public hearing, or other evidence deemed to be reliable and relevant to the purpose of this subsection.

☒ Yes ☐ No *As the applicant and operator can you comply? If no explain*

See Attached #12

Matanuska Brewing Down Town
535 West 3rd Avenue
Anchorage AK. 99577

NARATIVE

Currently The Matanuska Brewing Downtown if operating The Woodshed Beverage Dispensary License under a Management contract approved by The Alaska Alcohol Marijuana Control Board.

Matanuska Brewing Downtown Brew Pub, LLC is currently in working to transfer the license from wood shed to our company. At the same time we are applying for outside Alcohol service on the outside deck.

The outside deck has previously been approved for Alcohol service when operated by the Wood Shed. We have provided two drawings of the outside deck area.

1. The current deck is 630 sf. We have included a drawing. There is no street access to the deck area
2. The second drawing shows a larger deck that we plan on adding this fall. The current deck would be removed and a new patio with concrete floor would be built in its place. We have not yet begun the official design process but will very shortly. The new deck will be built at the 3rd avenue level just like the current deck is.

We enjoy a friendly relationship with our neighbors and are enjoying being good neighbors in a neighborhood that really needed some improvement. We ask for your every consideration in approving our request.

Sincerely

Matt Tomter
Matanuska Brewing Company

APPLICATION FOR CONDITIONAL USE RETAIL SALE ALCOHOLIC BEVERAGES
MATANUSKA BREWING DOWNTOWN LICENSE TRANSFER

1. THE PROPOSED CONDITIONAL USE FURTHERS AND GOALS AND POLICIES OF THE COMPREHENSIVE DEVELOPMENT PLAN AND CONFORMS TO THE COMPREHENSIVE DEVELOPMENT PLANIN THE MANOR REQUIRED BY AMC 21.05: The Anchorage 2020 Comprehensive plan does not specifically address the sale of alcoholic beverages in the community. A Strategy of the adopted Anchorage 2020, however does call for the development of local standards and criteria for retail sales /service of alcoholic beverages. Several goals of the Anchorage 2020 do address related issues such as recreational and economic opportunities. The sale of Alcoholic beverages are part of the recreational, economic and social environment of the community. The plan emphasizes the need for centrally locating commercial uses, and the need for small scale local entrepreneurship. The use of this site as a food and beverage business in a redevelopment / mixed use area complies with the plan.

2. THE PROPOSED CONDITIONAL USE CONFORMS TO THE STANDARDS FOR THAT USE IN THIS TITLE AND REGULATIONS PROMULGATED: The B-2C central business district, periphery provides for alcoholic beverage sales thru the conditional use permit process. AMC 21.40.170 D.14 liquor stores, restaurants, , tea rooms, cafes, private clubs or lodges and other places serving food and beverages involving the retail sales, dispensing service of alcoholic beverages in accordance with section 21.50.160.

3. THE PROPOSED CONDITIONAL USE WILL BE COMPATIBLE WITH EXISTING AND PLANNED LAND USE IN THE DOWNTOWN NEIGHBORHOOD AND WITH THE INTENT OF ITS USE DISTRICT: The petition site is in the B-2C CentralBusiness District, periphery zone. The general area is adjacent to major employment center area and is listed as a redevelopment / mixed use area. The current surrounding land uses are commercial (office, hotel, retail, lounges, etc.) and some residential to the north and east. The the inclusion of the outside deck area to include alcohol consumption will not negatively impact the area. There are no known schools, churches or day care centers within 200 feet.

4. PEDESTRIAN AND VEHICULAR TRAFFIC CIRCULATION AND SAFETY: The petitioners business is an established location that has been in operation for many years. There should be no real impact as the result of including the outside deck area for alcohol consumption. The pedestrian and vehicular circulation are well established at the 3rd avenues and F Street location. We have also submitted plans and photographs showing the building entry, parking, paved sidewalks, which illustrate the circulation patterns.

5. THE DEMAND FOR AVAILABILITY OF PUBLIC SERVICES AND FACILITIES: Adding alcohol service to the deck will not impact public services as it is part of the current property. The People Mover is one block away on west 4th avenue. The deck is currently inlace and being used for food service. The addition of alcohol service on the deck will not impact public services or facilities.

6. NOISE, AIR, WATER OR OTHER FORMS OF ENVIROMENTAL POLLUTION. The outside seating area will not cause environmental pollution other than normal waste solid associated

with lounge/restaurant operations. The outside area is currently being used for food service. No loud music or live music will be allowed on the deck.

7. THE MAINTENANCE OF COMPATIBLE AND EFFICIENT DEVELOPMENT PATTERNS AND LAND USE INTENSITIESThe zoning and land use of this sited general area will not change as a result of this conditional use permit for outside alcohol service. The lounge / food service is consistent with the redevelopment / mixed use area concept. This is a peripheral commercial area running along 3rd avenue with the Hilton Hotel directly across the street.

8. CONCENTRATION AND LAND USE: We do not believe the quantity of licenses to be a negative impact on the downtown community council area which has a variety of businesses and mixed uses. The application to add alcohol service to the outside seating area is being sought for an existing business and will not negatively impact the neighborhood.

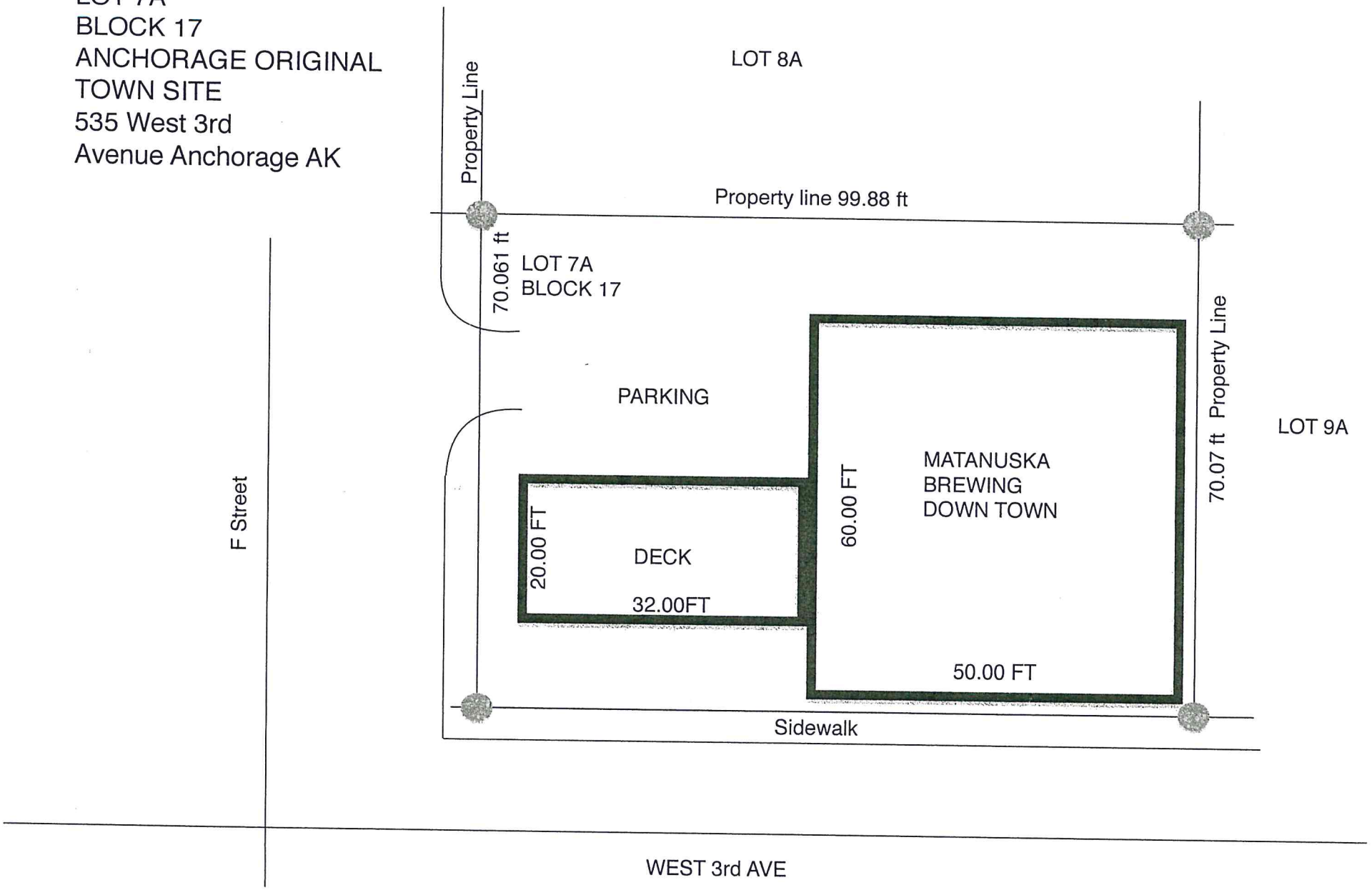
9. TRAINING: All employees are Taps trained under the AMCO approved training program. Currently there are about 25 employees at the Matanuska Brewing Downtown location. As we develop the outside areas and later the down stairs areas of the building we anticipate having closer to 40 employees at this location.

10. INSIDE SECURITY: Inside the Matanuska Brewing Downtown location we have installed security cameras. We always have a manager on staff and during high volume times we have a security people. Everyone has their ID checked prior to service. Our staff is trained to watch for people entering that may already be intoxicated. The only way to enter the patio/ deck area is thru the building. The deck has a gated exit but the entrance to the deck comes from inside the building.

11. OUTSIDE SECURITY: Outside security of the building consists of a set of cameras. Also regular walk about around our 3rd avenue and F street location by management continually check for potential problems. The deck is not accessible from the sidewalks.

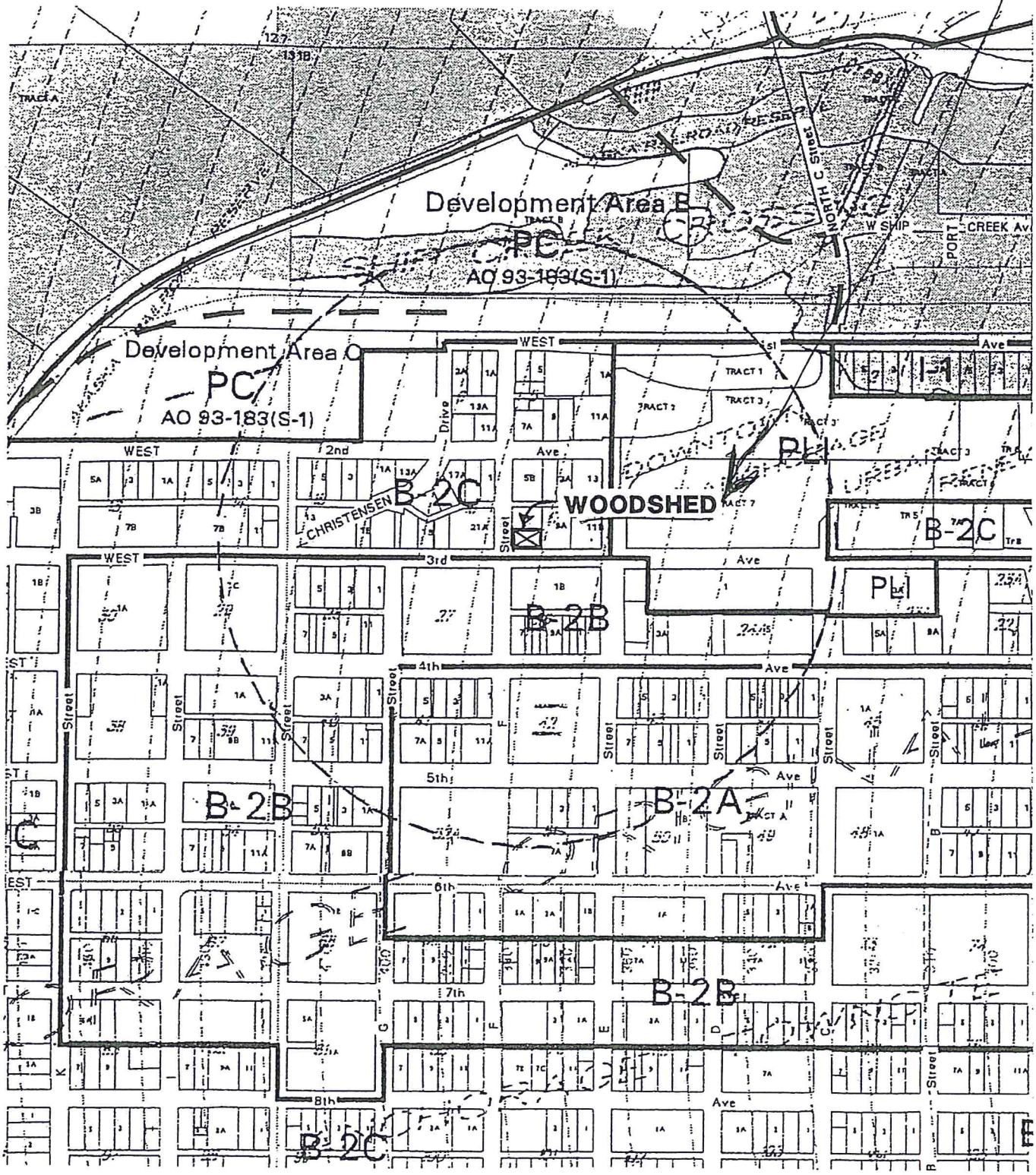
12. PUBLIC HEALTH: Public health is not effected by the transfer of this license and the addition of the outside seating area for alcohol consumption. Matanuska Brewing Downtown is a smoke free workplace and for our guests. We do not sell tobacco products. Public Health and safety practices for food handling and alcohol service are in place.

SITE PLAN
LOT 7A
BLOCK 17
ANCHORAGE ORIGINAL
TOWN SITE
535 West 3rd
Avenue Anchorage AK



MATANUSKA BREWD DOWNTOWN = WOOD SHED

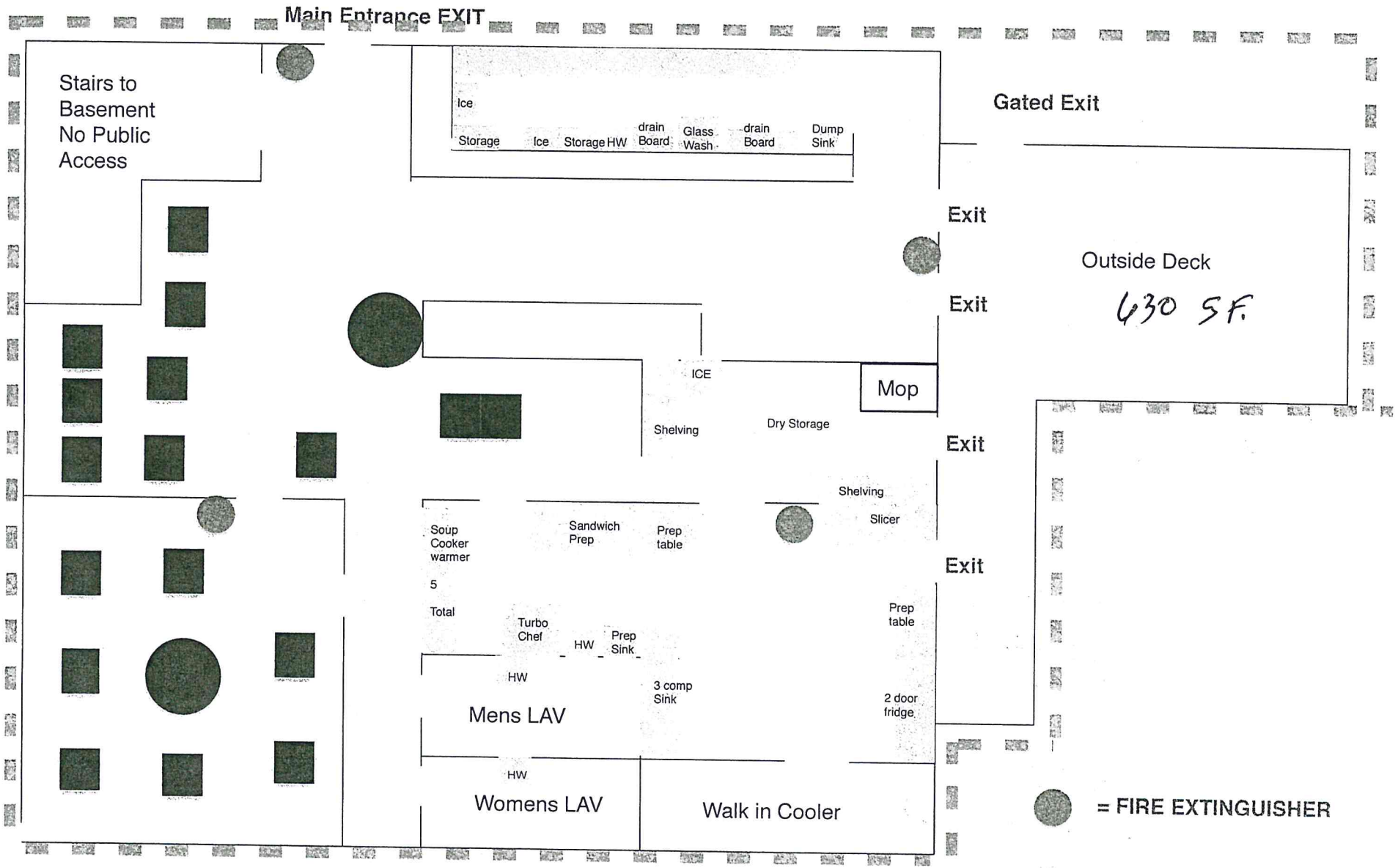
ZONING MAP



The Zoning Map shows THE WOODSHED LOUNGE which is located on the northeast corner of West Third Avenue and "F" Street in the B-2C Zone. The dashed circle indicates the 1000' radius from this location.

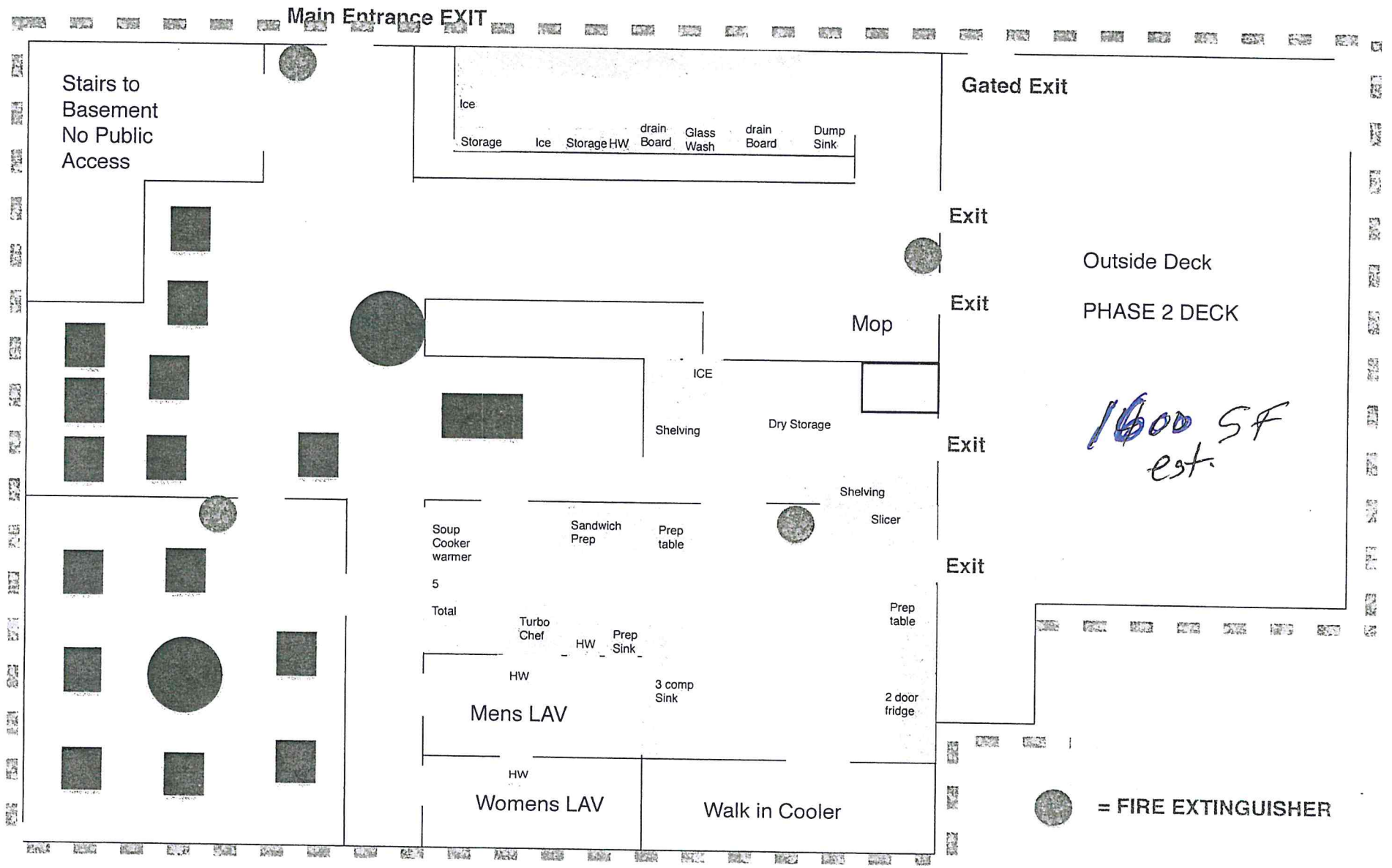
Deck - Phase ONE - Current

Facility Diagram- Alcohol service and storage upstairs- 535 W. 3rd Avenue, Anchorage AK 99501



Deck Phase TWO - Future

Facility Diagram- Alcohol service and storage upstairs- 535 W. 3rd Avenue, Anchorage AK 99501



Amended Serving Area
Lic. #1214
535 W. 3rd Ave

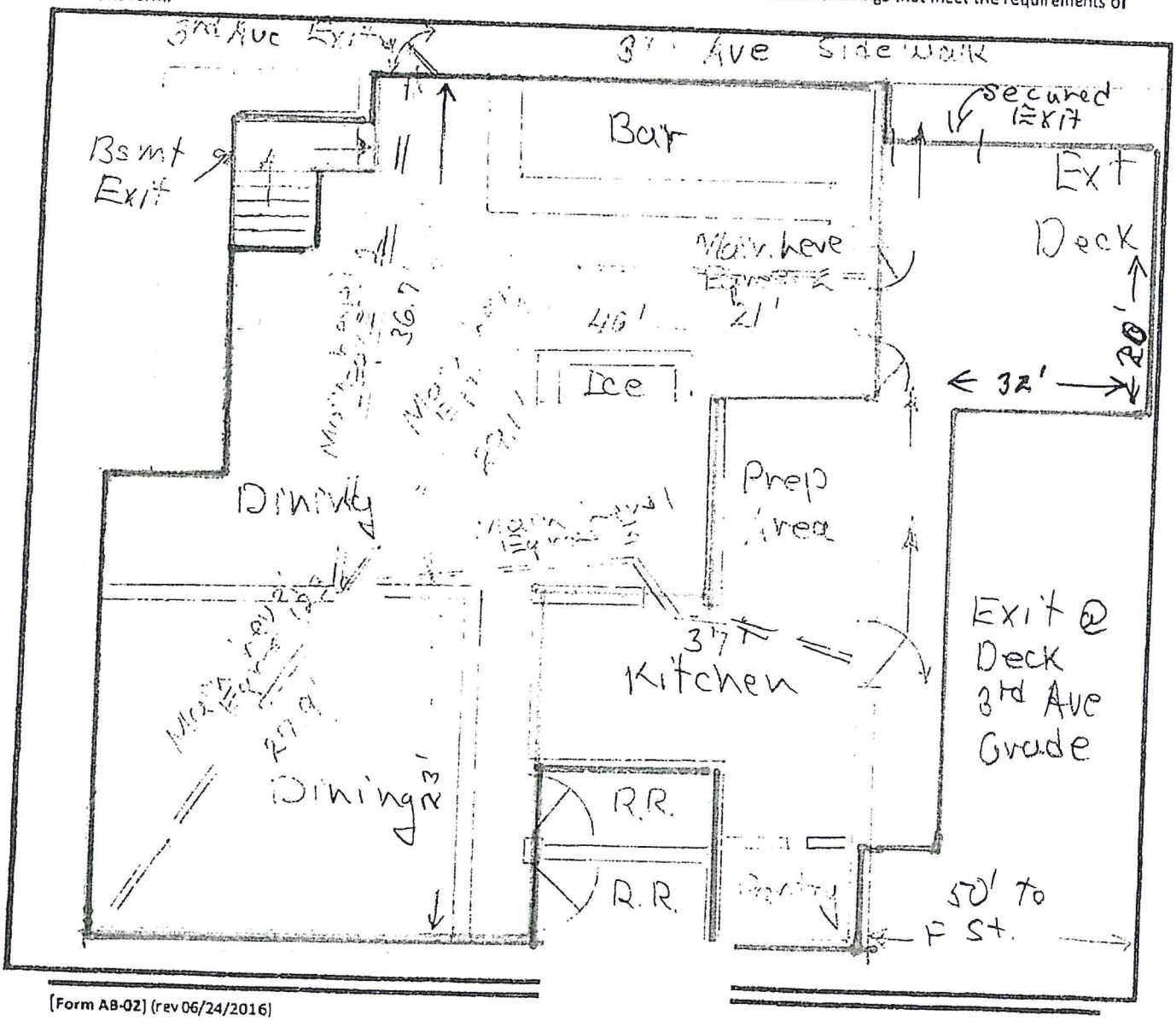
Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-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.



Amended Serving Area
Lic. #1244
535 W. 3rd Ave

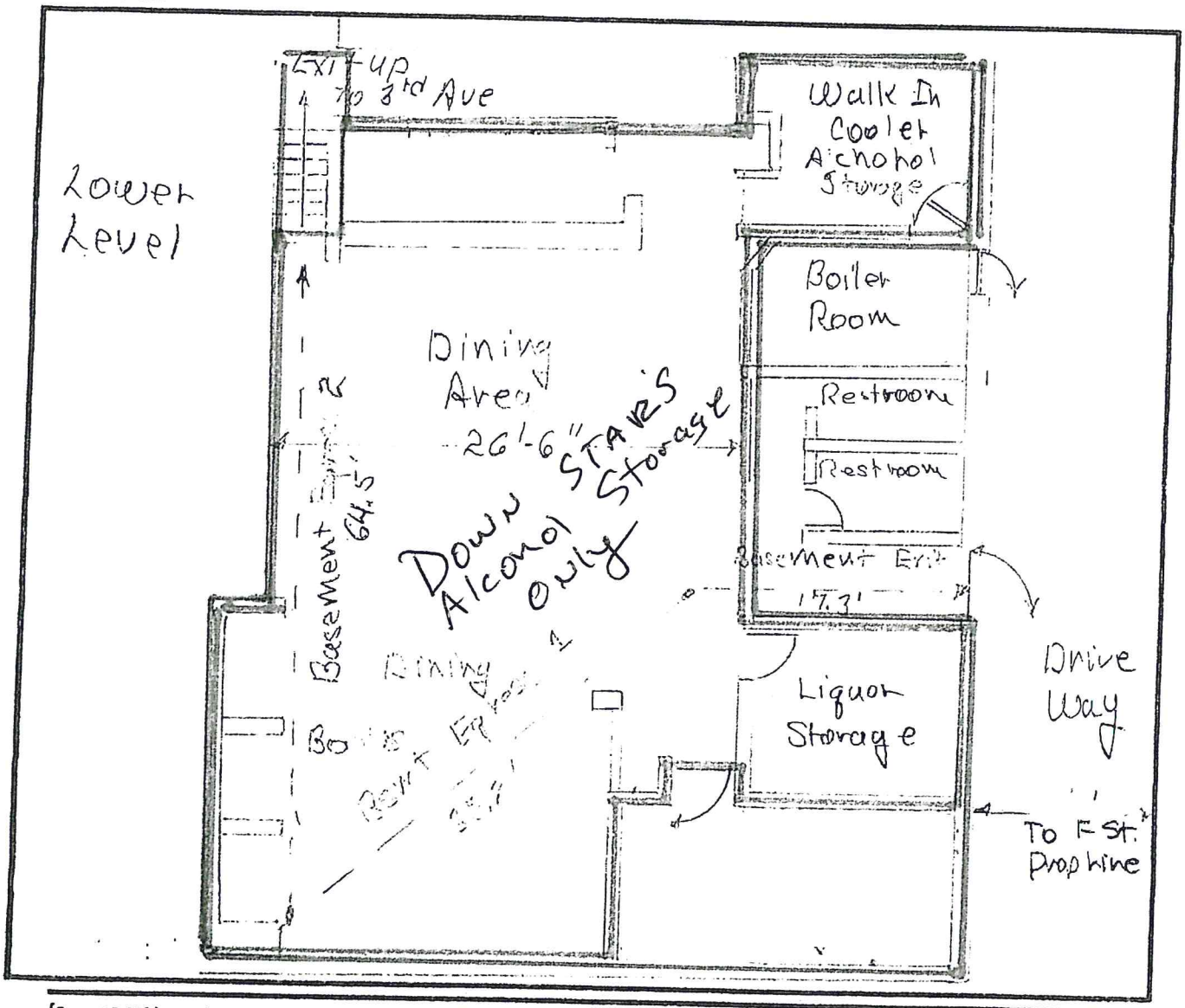
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Alaska Alcoholic Beverage Control Board

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.



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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:	Woodshed, LLC		**License #:**		1244
License Type:	Beverage Dispensary		**Statutory Reference:**		04.11.090
Doing Business As:	Matanuska Brewing Downtown				
Premises Address:	535 West 3rd Ave.				
City:	Anchorage	**State:**	Alaska	**ZIP:**	99501
Local Governing Body:	MOA				

Transfer Type:

- ☐ Regular transfer
- ☑ Transfer with security interest
- ☐ Involuntary retransfer

OFFICE USE ONLY			
Complete Date:		***Transaction #:***	
Board Meeting Date:		***License Years:***	
Issue Date:		***BRE:***	

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
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Phone: 907.269.0350

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:	Matanuska Brewing Downtown, LLC				
Doing Business As:	Matanuska Brewing Downtown Brewpub				
Premises Address:	535 West 3rd Ave.				
City:	Anchorage	**State:**	AK	**ZIP:**	99501
Community Council:	Downtown				

Mailing Address:	PO Box 773192				
City:	Eagle River	**State:**	AK	**ZIP:**	99577

Designated Licensee:	Matthew Tomter		
Contact Phone:	907-854-8248	**Business Phone:**	907-854-8248
Contact Email:	tomtermatt@yahoo.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.

1.9 Miles

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

0.2 Miles

Alcohol and Marijuana Control Office
550 W 7th 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-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:	Matthew Tomter				
Title(s):	Manager/Member	**Phone:**	907-854-8248	**% Owned:**	45
Address:	PO Box 773192				
City:	Eagle River	**State:**	AK	**ZIP:**	99577

Alcohol and Marijuana Control Office
550 W 7th 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-01: Transfer License Application

Entity Official:	Edwin Torrison				
Title(s):	Member	**Phone:**	509-270-7364	**% Owned:**	45
Address:	3107 W Lakeside Drive				
City:	Moses Lake	**State:**	WA	**ZIP:**	98837

Entity Official:	Paul Ditbender				
Title(s):	Member	**Phone:**	907-	**% Owned:**	10
Address:	5064 E. Big Rock Dr.				
City:	Wasilla	**State:**	AK	**ZIP:**	99654

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 #:	10101067	**AK Formed Date:**	2/28/2019	**Home State:**	AK
Registered Agent:	Matthew Tomter		**Agent's Phone:**	907-854-8248	
Agent's Mailing Address:	PO Box 773192				
City:	Eagle River	**State:**	AK	**ZIP:**	99577

Residency of Agent:

	Yes	No
Is your corporation or LLC's registered agent an individual resident of the state of Alaska?	☑	☐

Alcohol and Marijuana Control Office
550 W 7th 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-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):

Matthew Tomter & Edwin Torrison (Matanuska Brewing Company) own Brewery License #5566, in Palmer, AK
Matthew Tomter (Eagle River Alehouse) owns BDL #4173, & Duplicate #5639 in Eagle River, AK
Matthew Tomter & Edwin Torrison (Anchorage Alehouse) own BDL #200, & Package Store #5273 in Anchorage, AK
Matthew Tomter (Eagle River Alehouse) own Package Store #5724 in Eagle River, AK

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:

The Law Offices of Ernouf & Coffey, P.C. is assisting with the license transfer.

Alcohol and Marijuana Control Office
550 W 7th 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-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.

Signature of transferor

Michael Swalling

Printed name of transferor

Subscribed and sworn to before me this 17th day of June, 2019.

OFFICIAL SEAL
Patti Collins
Notary Public - State of Alaska
My Commission Expires 11/15/2020

Patti Collins

Signature of Notary Public

Notary Public in and for the State of Alaska.

My commission expires: 11/15/2020

Signature of transferor

~~Chris Swalling~~ John C Swalling

Printed name of transferor

Subscribed and sworn to before me this 17th day of June, 2019.

OFFICIAL SEAL
Patti Collins
Notary Public - State of Alaska
My Commission Expires 11/15/2020

Patti Collins

Signature of Notary Public

Notary Public in and for the State of Alaska.

My commission expires: 11/15/2020

550 W 7th 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-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.	
I certify that all proposed licensees have been listed with the Division of Corporations.	
I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.	
I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465.	
I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.	

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

Signature of transferee

Matthew Tomter

Printed name

Subscribed and sworn to before me this 13 day of June, 2019.

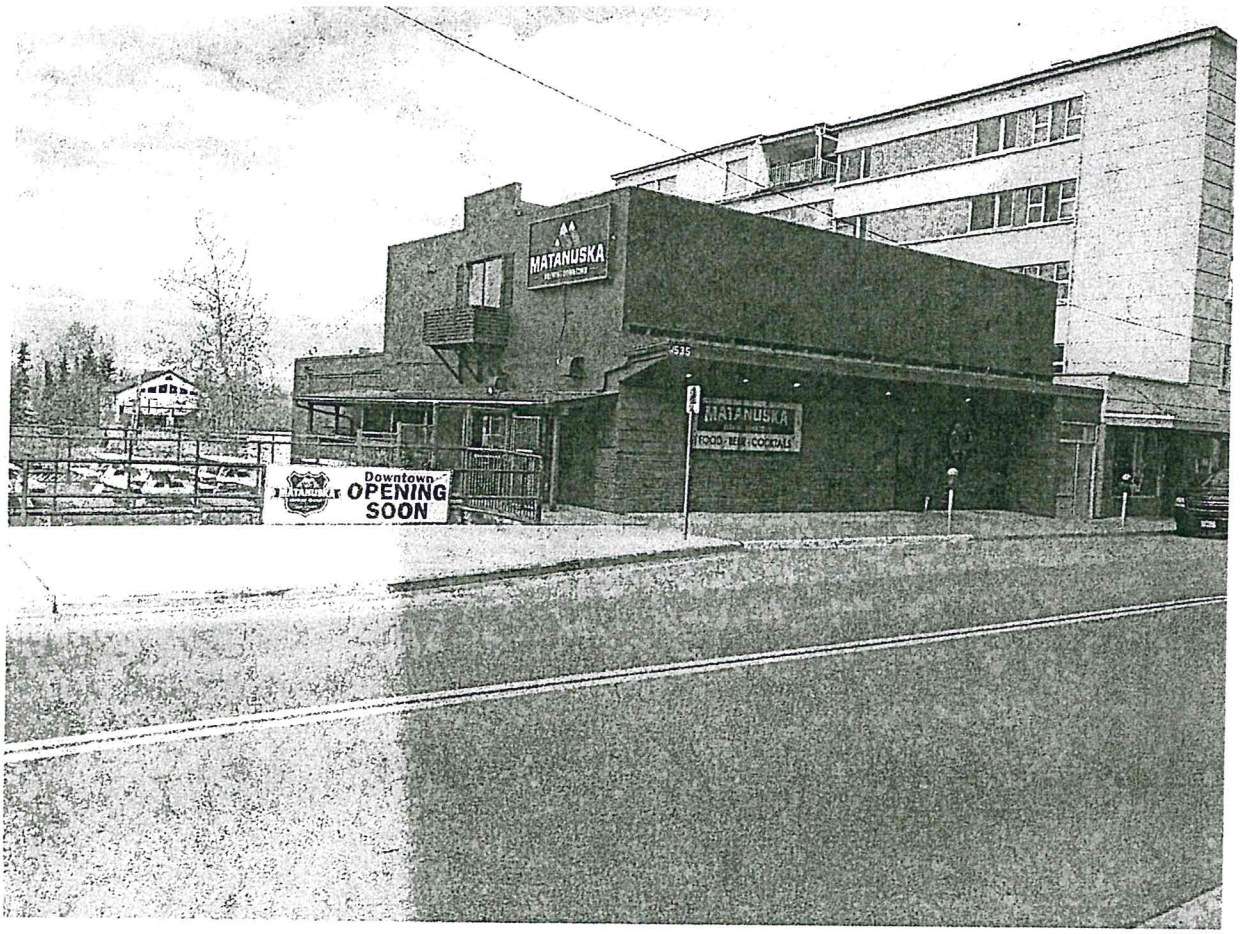
OFFICIAL SEAL
A.B. SHAWCROSS
NOTARY PUBLIC-STATE OF ALASKA
My Comm. Expires February 1, 2023

A B Shawcross

Signature of Notary Public

Notary Public in and for the State of AK.

My commission expires: 2/1/23


MATANUSKA
MATANUSKA
FOOD - BEER - COCKTAILS
Downtown
OPENING
SOON


MATANUSKA
FOOD - BEER - COCKTAILS

2

Departmental and Public Comments

MUNICIPALITY OF ANCHORAGE

Traffic Department

TRAFFIC DEPARTMENT

MEMORANDUM

RECEIVED

AUG 13 2019

PLANNING DEPARTMENT

DATE: August 12, 2019

TO: Current Planning Division Supervisor.
Planning Department

THRU: Kristen A. Langley, Traffic Safety Section Supervisor,
Traffic Department

FROM: Randy Ribble, Assistant Traffic Engineer

SUBJECT: 2019-0110 Amendment to conditional use for retail sale alcoholic beverages for Matanuska Brewing Downtown Brew Pub, LLC

Traffic has no objection to the requested amendment.

MUNICIPALITY OF ANCHORAGE

Anchorage Health Department

Anchorage Health Department

RECEIVED
AUG 09 2019
PLANNING DEPARTMENT

Date: August 6, 2019

To: Planning Department, Current Planning Division
Clerk's Office, Business License Official

Thru: Christy Lawton, Public Health Division Manger
Darcy Harris, Environmental Health Program Manager

From: Janine Nesheim, Environmental Sanitarian III

Subject: Comments Regarding SLUP 2019-0110, Amendment to Conditional Use Retail Sale Alcoholic Beverages (Beverage Dispensary), Matanuska Brewing Downtown Brew Pub, LLC dba Matanuska Brewing Downtown to add an outdoor deck.

Comments re Food Safety

This SLUP reviews addition of an outdoor deck for Matanuska Brewing Downtown, located at 535 W 3rd Ave.

This facility has active 2019 AHD health permits (FA0015811; FA0015813). Customers on the deck will be served from the permitted bar area. No additional AHD plan review or permitting will be required.

Comments re Noise

Per the applicant, loud music or live music will not be allowed on the deck. Any amplified sound from this location must meet AMC 15.70 code requirements.

Comments re Air Quality

Per AMC 16.65.010.A.8, smoking is prohibited within five feet of the entrance to a premises licensed under state law to sell alcoholic beverages for consumption on the premises. When the licensed premises includes an outdoor area such as a patio or deck, the minimum reasonable distance under subsection 16.65.020 shall be five feet. Ensure smoke from the patio does not enter the facility.

There are no objections at this time.

MEMORANDUM

DATE: **July 23, 2019**

TO: **Dave Whitfield, Planning Manager, Planning Section, Planning Division**

FROM: **Paul Hatcher, Engineering Technician III, Planning Section, AWWU**

RE: **Zoning Case Comments**
Hearing date: September 10, 2019
Agency Comments due: August 16, 2019

RECEIVED
AUG 01 2019
PLANNING DEPARTMENT

AWWU has reviewed the materials and has the following comments.

2019-0100 HIGGINS BLK 1 LT 1, Special Land Use Permit for Marijuana (Retail Sales Establishment) for B2H, LLC dba The Treehouse AK, Grid SW1238

1. AWWU water and sanitary sewer are available to this parcel.
2. AWWU has no objection to this special land use permit.

2019-0107 DELAKS ADDITION LT 5A, Special Land Use Permit for Marijuana (Cultivation Facility) for Alaska Rustic, LLC dba Alaska Rustic Gardens, Grid SW4660

1. AWWU water and sanitary sewer are not available to this parcel.
2. AWWU has no objection to this special land use permit.

2019-0110 ORIGINAL BLK 17 LT 7A, Amendment to Conditional Use Retail Sale Alcoholic Beverages (Beverage Dispensary) for Matanuska Brewing Downtown Brew Pub, LLC dba Matanuska Brewing Downtown to add an outdoor deck, Grid SW1230

1. AWWU water and sanitary sewer are available to this parcel.
2. AWWU has no objection to this conditional use.

If you have any questions pertaining to public water or sewer, please call 564-2721 or send an e-mail to paul.hatcher@awwu.biz

Municipality of Anchorage
P. O. Box 196650
Anchorage, Alaska 99519-6650
(907) 343-7943

FIRST CLASS MAIL

U.S. POSTAGE PITNEY BOWES
ZIP 99501 $ 000.50⁰
02 1W
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00207226000
SWISS JACK S
533 W 2ND AVE
ANCHORAGE, AK, 99501-2207

RECEIVED
JUL 23 2019
PLANNING DEPARTMENT

NOTICE OF PUBLIC HEARING: Tuesday, September 10, 2019

The Municipality of Anchorage Assembly will consider the following:

CASE: 2019-0110 SEQ182207 CODE

PETITIONER:	Matanuska Brewing Downtown, LLC
REQUEST:	Amendment to Conditional Use Retail Sale Alcoholic Beverages (Beverage Dispensary) for Matanuska Brewing Downtown Brewpub, LLC dba Matanuska Brewing Downtown to add an outdoor deck.
TOTAL AREA:	0.16 acres
SITE ADDRESS:	535 W. 3RD AVENUE, ANCHORAGE, AK 99501
LOCATION:	Generally located north of West 3rd Avenue, east of F Street, south of West 2nd Avenue and west of E Street
CURRENT ZONE:	B-2C Central Business Periphery District
COM COUNCIL(S):	Downtown
LEGAL DESCR:	Original Townsite, Block 17, Lot 7A

The Assembly will hold a public hearing on the above matter at 6:00PM, Tuesday, September 10, 2019 in the Loussac Library Assembly Chambers, 3600 Denali Street, Anchorage, Alaska.

The zoning ordinance requires that you be sent notice because your property, residence, or business is within the vicinity of the petition area. This will be the only public hearing before the commission regarding this case and you are invited to attend and present testimony, if you so desire.

If you would like to comment on the petition, this form may be used for your convenience. Mailing Address: Municipality of Anchorage, Planning Department, P.O. Box 196650, Anchorage, Alaska 99519-6650. For more information call 343-7943; FAX 343-7927. Case information may be viewed online at http://www.muni.org/CityViewPortal. Written comments on public hearing cases will be accepted up until 1:00 p.m. on the last business day before the meeting date. After that time, anyone wishing to submit comments must attend the meeting to testify at the public hearing.

Name: Jack Swiss

Address: 533 W 2ND Street

Comments: OH NO HERE we go Again! BAD IDEA I SAW A PERSON SHOT TO DEATH IN The Street There, PUBLIC URINATION. Also CRIME DRUGS AND NOISE Look AT The PAST Records HAS alWAYS Been BAD Spot BAD BAR I SAY NO to the Deck TO NOISEY!

Municipality of Anchorage
P. O. Box 196650
Anchorage, Alaska 99519-6650
(907) 343-7943

FIRST CLASS MAIL
U.S.POSTAGE PITNEY BOWE
ZIP 99501 $ 000.50
02 1W
0001394691 JUL. 18 2019

00207227000
RESIDENT
533 W 2ND AVE
ANCHORAGE, AK, 99501

RECEIVED
JUL 23 2019
PLANNING DEPARTMENT

NOTICE OF PUBLIC HEARING: Tuesday, September 10, 2019

The Municipality of Anchorage Assembly will consider the following:

CASE: 2019-011 0995013 2207 CODE

PETITIONER: Matanuska Brewing Downtown, LLC
REQUEST: Amendment to Conditional Use Retail Sale Alcoholic Beverages (Beverage Dispensary) for Matanuska Brewing Downtown Brewpub, LLC dba Matanuska Brewing Downtown to add an outdoor deck.
TOTAL AREA: 0.16 acres
SITE ADDRESS: 535 W. 3RD AVENUE, ANCHORAGE, AK 99501
LOCATION: Generally located north of West 3rd Avenue, east of F Street, south of West 2nd Avenue and west of E Street
CURRENT ZONE: B-2C Central Business Periphery District
COM COUNCIL(S): Downtown
LEGAL DESCR: Original Townsite, Block 17, Lot 7A

The Assembly will hold a public hearing on the above matter at 6:00PM, Tuesday, September 10, 2019 in the Loussac Library Assembly Chambers, 3600 Denali Street, Anchorage, Alaska.

The zoning ordinance requires that you be sent notice because your property, residence, or business is within the vicinity of the petition area. This will be the only public hearing before the commission regarding this case and you are invited to attend and present testimony, if you so desire.

If you would like to comment on the petition, this form may be used for your convenience. Mailing Address: Municipality of Anchorage, Planning Department, P.O. Box 196650, Anchorage, Alaska 99519-6650. For more information call 343-7943; FAX 343-7927. Case information may be viewed online at http://www.muni.org/CityViewPortal. Written comments on public hearing cases will be accepted up until 1:00 p.m. on the last business day before the meeting date. After that time, anyone wishing to submit comments must attend the meeting to testify at the public hearing.

Name: John T George
Address: 533 W 2ND Ave ANCH AK

Comments: To much noise at night Bad for tourist Hilton Right there. Please No licence for Deck outside. Thanks

3

Affidavit of Posting and Historical Information

AFFIDAVIT OF POSTING

CASE NUMBER: 2019-0110

I, Elisa Vikalis hereby certify that I have posted a **Notice** as prescribed by Anchorage Municipal Code 21.03.020H.5. on the property that I have petitioned for Alcohol Conditional Use. The notice was posted on 6-27-19 which is at least 21 days prior to the public hearing on this petition. I acknowledge this Notice(s) must be posted in plain sight and displayed until all public hearings have been completed.

Affirmed and signed this 27th day of June, 2019.

Elisa Vikalis
Signature

LEGAL DESCRIPTION

Tract or (Lot): 7A

Block: 17

Subdivision: Original

CLERK'S OFFICE
APPROVED
Date: 2-17-04

Submitted by: Chair of the Assembly at the Request of the Mayor
Prepared by: Planning Department
For reading: February 17, 2004

Anchorage, Alaska
AR 2004-10 (S)

A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY APPROVING A CONDITIONAL USE FOR AN ALCOHOLIC BEVERAGES CONDITIONAL USE IN THE B-2C DISTRICT FOR A DUPLICATE BEVERAGE DISPENSARY LICENSE PER AMC 21.40.170 D.14, FOR THE WOODSHED LOUNGE, LOCATED ON THE LOWER LEVEL FLOOR, ANCHORAGE ORIGINAL TOWNSITE, BLOCK 17, LOT 7A; GENERALLY LOCATED ON THE NORTHEAST CORNER OF WEST 3RD AVENUE AND F STREET.

(Downtown Community Council) (Case 2004-010)

THE ANCHORAGE ASSEMBLY RESOLVES:

Section 1. The conditional use permit for an Alcoholic Beverages Conditional Use in the B-2C District for a Duplicate Beverage Dispensary License per AMC 21.40.170 D.14, for the Woodshed Lounge, located on Anchorage Original Townsite, Block 17, Lot 7A, meets the applicable provisions of AMC 21.50.020 and AMC 21.50.160.

Section 2. The conditional use permit for an Alcoholic Beverages Conditional Use for a Duplicate Beverage Dispensary License is for a 630 square-foot deck for the property identified in Section 1.

Section 3. The conditional use permit is approved subject to the following conditions:

1. A Notice of Zoning Action shall be filed with the District Recorder's Office within 120 days of the Assembly's approval of a final conditional use approval for a beverage dispensary use in the B-2C District.

2. All uses shall conform to the plans and narrative submitted with this conditional use application.

3. This conditional use approval is for a Duplicate Beverage Dispensary Use/License to be located on the deck of the Woodshed Lounge, and is restricted to the 630 square-feet deck area. Alcohol would be stored in the storage and cooler rooms.

The estimated ratio of food sales to alcohol beverage sales is 7% food to 93%, and food sales could increase in the future if the kitchen gets upgraded.

~~4. The deck area will operate seven days a week: weekdays from 5:00 PM to 2:00 AM, and 7:00 PM to 2:30 AM weekends. Entertainment may include recorded music, live music and floor shows.~~

4. The deck area will operate seven days a week: weekdays from 11:00 AM to 2:00 AM, and 11:00 AM to 2:30 AM weekends. Alcohol service will be permitted by servers and a portable bar on the deck seven days a week from 11:00 AM to 10:00 PM. Entertainment may include recorded music, live music, and floor shows: all forms of entertainment must end by 10:00 PM each night. After 10:00 PM, the owner will ensure that noise levels originating from the deck will not exceed those levels currently allowed under Municipal code.

5. All employees employed by the Woodshed Lounge will have direct contact with alcohol and be trained in accordance with the Alcoholic Beverage Control Board's Liquor Server Awareness Training Program.

6. Upon demand, the applicant shall demonstrate compliance with a liquor "Server Awareness Training Program" approved by the State of Alaska Alcoholic Beverage Control Board, such as or similar to the program for Techniques in Alcohol Management (T.A.M.).

7. The use of the property by any person for the permitted purposes shall comply with all current and future Federal, State and local laws and regulations including but not limited to laws and regulations pertaining to the sale, dispensing, service and consumption of alcoholic beverages and the storage, preparation, sale, service and consumption of food. The owner of the property, the licensee under the Alcoholic Beverage Control license and their officers, agents and employees shall not knowingly permit or negligently fail to prevent the occurrence of illegal activity on the property.

8. A copy of the conditions imposed by the Assembly in connection with this conditional use approval shall be maintained on the premise at a location visible to the public.

9. The approved conditional use is reflected on the following plan:

   a. Revised as-built for Lot 7A, Block 17, Original Townsite, showing proposed deck addition; dated September 22, 2003, revised 10-8-03; scale 1" = 20'; drawn by: Fred Walatka.

10. Relocate the metal fence from the F Street right of way onto the property, or apply for an Encroachment Permit from the Right of Way Division.
11. Submit a parking layout to Zoning Code Compliance to verify compliance with the requirements of AMC 21.45.080.W.2-11.

12. Provide a plan to Zoning Code Compliance showing details of refuse screening, screening for rooftop mechanical equipment, and the location and type of plant materials use to satisfy the landscaping requirements of AMC 21.40.170.Q, 21.45.080.W.4.f and W.10.

Section 4. Failure to comply with the conditions of this conditional use permit shall constitute grounds for its modification or revocation.

Section 5. This resolution shall become effective immediately upon passage and approval by the Anchorage Assembly.

PASSED AND APPROVED by the Anchorage Assembly this 17th day of February, 2004.

Chair

ATTEST:

Municipal Clerk

(Case 2004-010)
(Tax Parcel 002-107-08)

MUNICIPALITY OF ANCHORAGE
ASSEMBLY INFORMATIONAL MEMORANDUM

No. AIM 9 -2004

Meeting Date: February 17, 2004

From: Mayor

Subject: AR 2004-10 (S) Alcoholic Beverages Conditional Use in the B-2C District for a New Duplicate Beverage Dispensary Use per AMC 21.40.170 D. 14 for the Woodshed Lounge.

The Woodshed Lounge has made application for a new conditional use permit for an alcoholic beverages conditional use in the B-2C District for a duplicate beverage dispensary use per AMC 21.40.170. D. 14 for its new lower level floor lounge at 535 West 3rd Avenue. The Woodshed Lounge holds a valid Beverage Dispensary License Number 1244 for its street-level lounge, and a Beverage Dispensary Duplicate License for its lower level lounge. This second Duplicate license request is to allow for alcoholic beverage service on a proposed outdoor deck of approximately 630 square feet.

The conditional use was before the Municipal Assembly at its January 20, 2004 meeting and postponed to allow the petitioner and the homeowners in the Turnagain Arms Condominiums to meet and agree to conditions acceptable to both parties concerning the operation of the outdoor deck. Changes were made to AR 2004-10 in Section 3 resulting in AR 2004-10 (S).

Prepared by:	Jerry T. Weaver Jr., Zoning Administrator, Planning Department
Concur:	Donald S. Alspach, Acting Director, Planning Department
Concur:	Mary Jane Michael, Director, Office of Economic & Community Development
Concur:	Denis C. LeBlanc, Municipal Manager
Respectfully submitted:	Mark Begich, Mayor

P.O. Box 92827 Anchorage, AK 99509
Ph. 907-276-5193 fax. 907-276-5193

U.P.E. INC.
d.b.a. The Woodshed

Fax

To:	Jerry Weaver	**From:**	John Perry President of U.P.E. Inc.
Fax:	276-5193	**Pages:**	2
Phone:	276-5193	**Date:**	1/28/2004
Re:	Requested changes to zoning variance	**CC:**	

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• Comments: Mr. Weaver I met with the President and Vice President of the Tumagain Arm Home Owners Association on Jan. 27, 2004. As a result of this meeting we would like to delete the current wording of section 4 page 2 and insert the agreed upon language on the attached sheet. Should you have any question please feel free to call me John Perry (U.P.E. Inc.) 632-8808 or Carol Holder (Vice President Tumagain Arm Condo Assoc.) 223-4100

Thank you,

John Perry

U.P.E. Inc. d.b.a. The Shed
P.O. Box 92827
Anchorage, AK 99509
Ph. 276-5193 fax 276-5193
Email jkperryak@hotmail.com

To: Jerry Weaver M.O.A. Planning Dept. & Anchorage Assembly
From: John Perry (President U.P.E. Inc.) & Turnagain Arm Home Owner's Assoc.
Date: Jan. 27, 2004
Concerning: Agreed upon changes to zoning variance application.

As requested by The Anchorage Assembly I John Perry and Representatives of the Turnagain Arm Home Owner's Assoc. met today and agreed to the following changes to U.P.E. Inc's zoning variance application:

The primary area of concern was with section 4 of the application which stated that: The deck area will operate seven days a week: weekdays from 5:00 PM to 2:00 Am, and 7:00pm to 2:30 AM weekends. Entertainment may include recorded music, live music and floor shows.

This section #4 should be changed to the following:
The deck area will operate seven days a week: weekdays from 11:00 AM to 2:00 AM, and 11:00 AM to 2:30 AM weekends. Alcohol service will be permitted by servers and a portable bar on the deck seven days a week from 11:00am to 10:00 PM. Entertainment may include recorded music, live music, and floor shows: All Forms of Entertainment must end by 10:00 PM each night. After 10:00 PM U.P.E. Inc. will insure that noise levels originating from the deck will not exceed those levels currently allowed under Municipality of Anchorage ordinances.

These changes to section 4 have been agreed to by both parties as evidenced by the signature of an authorized representative of each party.

President of U.P.E.

Turnagain Arm Representative

Date: Jan. 28, 2004

Title Vice Pres: Turnagain Arm Condo. Assoc.

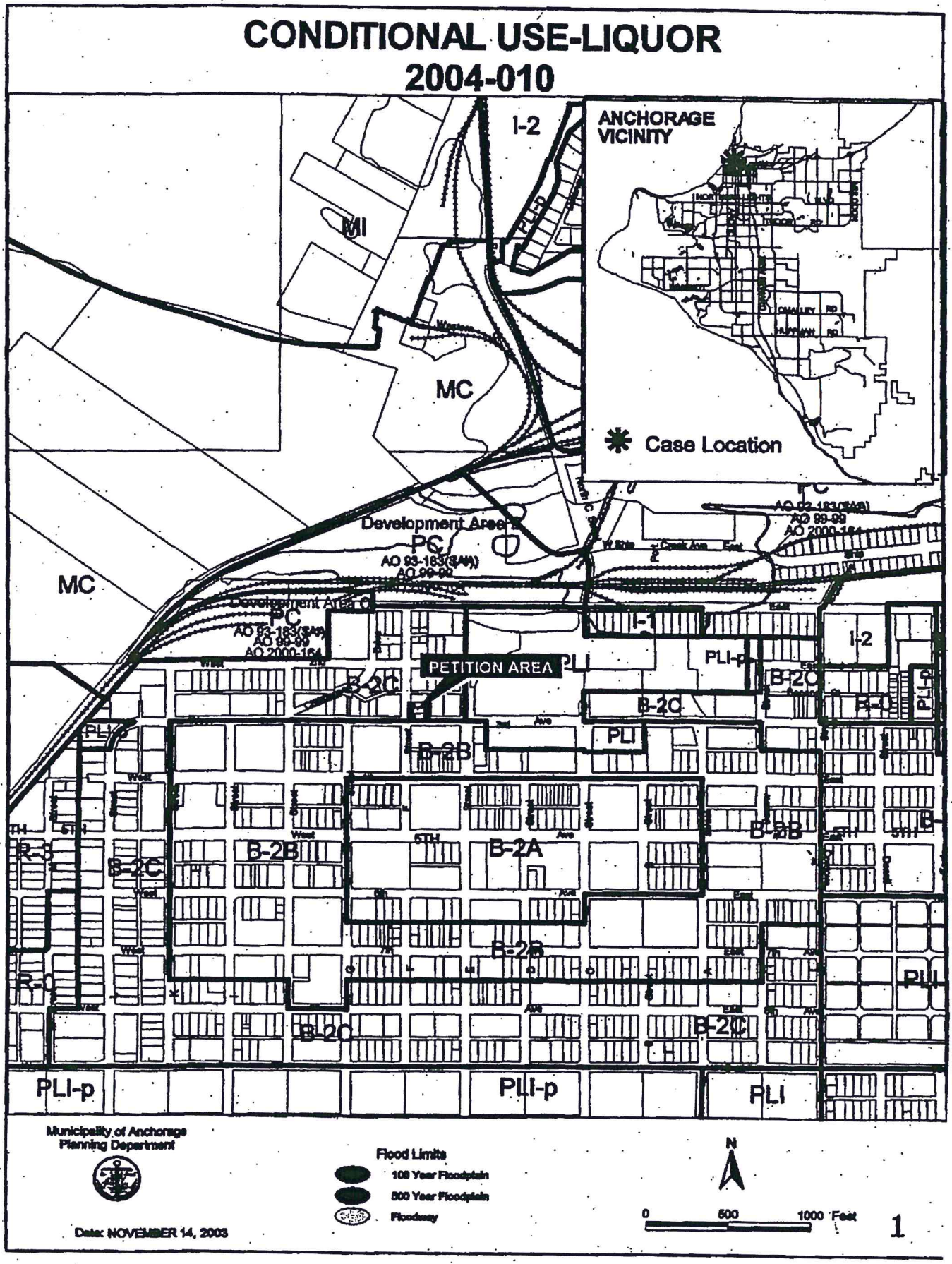

CONDITIONAL USE-LIQUOR
2004-010
ANCHORAGE VICINITY
Case Location
I-2
MI
MC
PC
AO 93-183(SAH)
AO 99-99
AO 2000-164
Development Area C
PETITION AREA
I-1
PLI
PLI-p
B-2C
B-2B
B-2A
R-3
R-0
Municipality of Anchorage
Planning Department
Flood Limits
100 Year Floodplain
500 Year Floodplain
Floodway
N
0
500
1000 Feet
Date: NOVEMBER 14, 2003
1

Exhibit F - AR No 2012-298(S) A Resolution of the Anchorage Municipal Assembly setting a hearing regarding the renewal of transfer of Liquor License #4157 for Basilio Gallo dba Rumrunnner's Old Towne Bar & Grill, located at 415 E Street, Anchorage, ALaska; stating its protest of the renewal or transfer; and giving notice of violation.

CLERK'S OFFICE
AMENDED AND APPROVED
Date: 12-18-12

Submitted by: ASSEMBLY MEMBER HONEMAN, SAFETY COMMITTEE CHAIR
Prepared by: Assembly Counsel
For reading: December 18, 2012

ANCHORAGE, ALASKA
AR NO. 2012–298(S)

A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY SETTING A HEARING REGARDING RENEWAL OR TRANSFER OF LIQUOR LICENSE #4157 FOR BASILIO GALLO *DBA* RUMRUNNER'S OLD TOWNE BAR & GRILL, LOCATED AT 415 E STREET, ANCHORAGE, ALASKA; STATING ITS PROTEST OF THE RENEWAL OR TRANSFER; AND GIVING NOTICE OF VIOLATION.

WHEREAS, Basilio Gallo has made or will make an application with the Alcoholic Beverage Control (ABC) Board for renewal or transfer of Beverage Dispensary Liquor License #4157, to be used at the premises located at 415 E Street, Anchorage, Alaska 99501;

WHEREAS, Anchorage Municipal Code and state law provide the Anchorage Assembly the opportunity to protest a renewal or transfer, or provide notification to the ABC Board if there are violations related to the operation of the licensed premises;

WHEREAS, the Anchorage Assembly has received information regarding the operation of the premises, including but not limited to the following:

1. Attempted operation of a second bar on the licensed premises without the proper licenses, permits or approvals, including failure to seek the necessary duplicate license, building permits and conditional use permit. See AR 2011-188(S) and its attachments, all attached as Exhibit A.

2. Repeated and significant calls for police assistance at or related to the licensed premises, to a degree out of character with the normal and prudent operation of similar establishments. See memorandum from the Anchorage Police Department dated November 27, 2012, attached as Exhibit B.

3. Reports and allegations of security personnel using excessive force upon patrons, including detaining patrons inside the licensed premise and severely beating them. See Exhibit B.

WHEREAS, the current licensee. Basilo Gallo, has entered into a contract whereby the liquor license will be transferred to Bear Paw Restaurant, LLC which is 100% owned by Bruce Burnett; and

WHEREAS, the owner of the building in which Rumrunners has operated, and for which there is an existing conditional use, Abraham Gallo, has also entered into the same contract to lease the entire building to Burnett and his LLC with an option in favor of Burnett to purchase the building at any time during the lease; and

WHEREAS, a copy of this contract has been provided to the Assembly; and

WHEREAS, the licensee, Basilo Gallo, has closed Rumrunners and ceased current operations of Rumrunners under the existing conditional use permit; and

WHEREAS, Basilo Gallo has represented by affidavit that he will keep Rumrunners closed and "will take no further actions of any kind to operate the liquor license issued for that licensed premises now or in the future"; and

WHEREAS, once the transaction set out in the Contract between Burnett and the Gallos is completed, Burnett has represented by affidavit to the Assembly and hereby re-affirms that representation, that the current licensee, Basilo Gallo and the current building owner, Abraham Gallo as well as any of their family, the employees, their affiliates or their related businesses, will not have any interest whatsoever in his company, Bear Paw Restaurant, in the business to be operated by Bear Paw Restaurant on the licensed premises, or in the liquor license that is being transferred pursuant to the contract between Burnett, Basilo Gallo and Abraham Gallo; and

WHEREAS, Burnett has further represented by affidavit to the Assembly and hereby re-affirms his representation that, if the Assembly does not protest the renewal of the license and approves the transfer of the license to him, he will remodel the facility as a bona fide restaurant as defined in the regulations of the Alcoholic Beverage Control Board), dedicated to the "principal activity" of its patrons being the "consumption of food" (13 AAC 304.305).

WHEREAS, Bruce Burnett has further represented by affidavit to the Assembly and hereby re-affirms his representation that, if the Assembly does not protest the renewal of the license and approves the transfer of the license to him, he will agree to a modification of the existing Conditional Use to permit only a bona fide restaurant on the licensed premises; that the gross receipts from the sale of alcoholic beverages will not exceed twenty five percent of total gross sales; and that the business will not be or become a bar, a nightclub, adult entertainment venue or similar operation.

WHEREAS, since the contract between Burnett and the licensee and the building owner was signed, Burnett has contacted property and business owners in the downtown area regarding his proposed restaurant project. As a result of this effort, Burnett has obtained Resolutions from the Downtown Community Council and from the Downtown Partnership copies of which have been submitted to the Assembly, supporting the immediate closing of Rumrunners as provided above and further supporting the renewal and transfer of the liquor license to Burnett subject to the commitments made by Burnett set out above and in those Resolutions; and

WHEREAS, several downtown business owners have signed a petition supporting the position of the Downtown Community Council; and

WHEREAS, three letters of support for his proposal from James Wong (Windward and Sunshine Mall owner), from Bob Newman (Grizzle Gifts and Anchorage Hotel owner) and Chris Anderson (Orso and Glacier Brewhouse owner); and

WHEREAS, at the Downtown Partnership meeting on December 13, 2013, the representative of Hickel Hotels (the Hotel Captain Cook) stated that it supports the immediate closure of Rumrunners and the transfer of the license to Burnett for the purposes of opening a bona fide restaurant in the building at 4th & E; and

WHEREAS, it is in the best interests of the Municipality and the downtown business and property owners to eliminate the risk that the Alcoholic Beverage Control Board rejects a protest by the Municipal Assembly when the protest seeks to terminate a liquor license when an alterative that preserves the license is available to the Assembly; and

WHEREAS, it is in the best interests of the Municipality and the downtown business and property owners that the Rumrunners operation cease its operations and not reopen at any time in the future; and

WHEREAS, it is in the best interests of the Municipality and the downtown business and property owners that the building at 4th and E not become vacant and unoccupied for a lengthy period of time; and

WHEREAS, it is in the best interests of the Municipality and the downtown business and property owners that a fine casual dining restaurant be established in the building at 4th and E; and

WHEREAS, the Assembly must enter any protest to the ABC Board within 60 days following receipt of the application for renewal or transfer;

NOW, THEREFORE, THE ANCHORAGE ASSEMBLY RESOLVES:

Section 1:

a) that Rumrunners ceases all current and future business operations under its existing conditional use permit and alcoholic beverage dispensary license by no later than 2 am on December 20, 2012; and

b) that Basilo Gallo and members of his family, and any of his past or current employees at Rumrunners and any entities owned by him in whole or in part, or affiliated with him in any manner, shall not and will not have any interest whatsoever in Bruce Burnett's company, Bear Paw Restaurant, LLC, or in the business to be operated by Burnett on the licensed premises, or in the ownership or operation of the liquor license, now or at any time in the future; and

c) that Burnett shall, prior to commencing the operation of the restaurant or at the time of application for the license transfer, apply for a modification of the existing conditional use for the licensed premises to limit the conditional use permit to ensure the only business operated on the licensed premises is a bona fide restaurant as defined in the regulations of the ABC Board (13 AAC 304.305); that gross receipts from the sale of alcoholic beverages not exceed twenty five percent (25%) of total gross sales; and that the licensed premises not be used at any time, now or in the future, as anything other than a bona fide restaurant.

d) that the current licensee (Gallo), and the proposed licensee (Burnett), and all successors and assignees to the license, voluntarily consent to the conditions imposed by this Resolution and hereby consent to the placement of the conditions upon the license by the ABC Board.

e) that the current licensee (Gallo) and proposed licensee (Burnett) shall promptly apply for a transfer of license to Burnett.

The Assembly agrees that, subject to the performance of all of the requirements, terms, promises and conditions of this Resolution and the Resolution of the Downtown Community Council and the Downtown Partnership and the representations made to the Assembly by Basilo Gallo and Bruce Burnett in their affidavits submitted to the Assembly on December 18, 2012,

a) the Assembly will not protest biennial renewal application for Rumrunners for the 2013-2014 of the liquor license when the renewal comes before it; and

b) that the Assembly will not protest the transfer of ownership from the current licensee to Burnett upon a complete and proper application being filed for the transfer ownership in the manner provided for by Municipal Code and State Law and provided further that Burnett meet the standards set forth in Municipal Code and in State Law with regard to the transfer of ownership of a beverage dispensary liquor license, and provided further that the application is consistent and in accord with the conditions of this Resolution.

Section 2: That if any commitments made by Gallo, Burnett, or any successors or assigns are not complied with at any time, now or in the future or if any representation is determined to be materially false or incorrect, the Assembly shall have the right to protest renewal of the license when the renewal comes before the Assembly for consideration, or provide notice of violation of conditions to the ABC Board, or to revoke or modify the conditional use permit upon twenty one (21) days notice and an opportunity to be heard.

Section 3: Failure to close on or before December 20 and remain closed until the license is transferred in accordance with this Resolution shall be grounds for immediate termination of the Municipality's obligations under this Resolution, without notice or opportunity to cure.

Section 4: Failure to apply for the conditional use permit modification in accordance with the terms of this agreement shall be grounds for revocation of the current permit or denial of the permit modification request.

Section 5: That in order to insure that the commitments made by the current licensee, Basilo Gallo, and Bruce Burnett are kept, the Municipality's obligations under this Resolution shall only become effective upon the execution of a written agreement between the Municipality of Anchorage, Basilo Gallo and Bruce Burnett that sets forth the commitments made in their affidavits, that complies with the provisions of the Resolutions of the Downtown Community Council and the Downtown Partnership, that incorporates the conditions of this Resolution, and that is acceptable to the Municipal Attorney. Failure of the parties to reach a signed

agreement by December 21, 2012 shall terminate the Municipality's obligations under this Resolution.

Section 6: The Licensee will cooperate with the Downtown Community Council and Downtown Partnership and meet with them at least quarterly in an effort to help address community concerns and to work together to resolve issues as they may arise. The management of the Licensed Premises or its legal representatives will appear before the Anchorage Assembly at six month intervals after ABC Board action, to update the Assembly on operation of the Licensed Premises and any incidents related to operation of the Licensed Premises. This condition shall be effective upon commencement of restaurant operations, **and shall end two years after passage**.

Section 7: Nothing in this Resolution waives the Municipality's right to take action against a holder of the license or holder of the applicable conditional use permit in the event operation of the licensed premises forward from the date of this resolution constitutes grounds for protest, notice of violation of applicable law, or notice of violation of the conditions imposed under this Resolution.

Section 8: This Resolution is effective immediately upon passage and approval.

PASSED AND APPROVED by the Anchorage Assembly this 18th day of December 2012.

Chair

ATTEST:

Municipal Clerk

Submitted by: ASSEMBLY CHAIR OSSIANDER, VICE-CHAIR HALL & ASSEMBLY PUBLIC SAFETY COMMITTEE CHAIR HONEMAN
Prepared by: Assembly Counsel
For reading: July 12, 2011

CLERK'S OFFICE
APPROVED
Date: 7/12-11

ANCHORAGE, ALASKA
AR NO. 2011–188(S)

A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY STATING ITS PROTEST REGARDING A NEW BEVERAGE DISPENSARY/DUPLICATE LIQUOR LICENSE #5083 FOR BASILIO GALLO dba RUMRUNNERS OLD TOWN BAR AND GRILL, LOCATED AT 411 E STREET, AND AUTHORIZING THE MUNICIPAL CLERK TO TAKE CERTAIN ACTION.

WHEREAS, Basilio Gallo has made an application with the Alcoholic Beverage Control (ABC) Board and has paid the required fee for a New Beverage Dispensary/Duplicate Liquor License #5083, to be used for Rumrunners Old Town Bar and Grill, located at 411 E Street Anchorage, Alaska; and

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

WHEREAS, the Anchorage Municipal Clerk received a copy of this application on May 19, 2011 and has determined that the last day for the Assembly to file a protest is July 18, 2011 and

WHEREAS, the Assembly Meeting on July 12, 2011 is the last scheduled regular meeting of the Anchorage Assembly prior to the expiration of the protest period; and

WHEREAS, the Municipal Clerk reports the following status concerning this location:

1. Anchorage Fire Department approval **has not** been received;

2. Conditional Use Permit required by AMC 21.50.160; **has not** been approved;

3. Approvals from the Municipal Health & Human Services and Building Safety Departments **have not been received**;

4. The Administration is unable to support issuance of a Conditional Use Permit due to present noncompliance with municipal building code and permitting requirements for this space; and

Exhibit A

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

NOW, THEREFORE, THE ANCHORAGE ASSEMBLY RESOLVES:

Section 1. The Anchorage Assembly hereby enters its PROTEST for a New Beverage Dispensary/Duplicate Liquor License #5083 until and unless:

- All issues of municipal code compliance have been met; and
- A Conditional Use Permit is approved for the extended alcoholic beverage service area identified in the duplicate license application.

Section 2. A copy of this Assembly Resolution may be presented to the Alcoholic Beverage Control Board by the Municipal Clerk as proof that the Anchorage Assembly, as the local governing body, has stated its protest in order to allow the Director of the Alcoholic Beverage Control Board to hold processing of Beverage Dispensary/Duplicate Liquor License #5083 under local protest, until receipt by the Director of confirmation from the Municipal Clerk that this protest has been lifted by further action of the Assembly.

PASSED AND APPROVED by the Anchorage Assembly this 12th day of July, 2011.

Chair

ATTEST:

Municipal Clerk

MUNICIPALITY OF ANCHORAGE

INFORMATION MEMORANDUM

NO. AIM 71–2011

Meeting Date: July 12, 2011

From: MUNICIPAL CLERK

Subject: AR 2011-188; AR 2011-188(S); AR 2011-182: REGARDING CONDITIONAL USE AND A NEW BEVERAGE DISPENSARY/DUPLICATE LIQUOR LICENSE #5083 FOR BASILIO GALLO DBA RUMRUNNERS OLD TOWN BAR AND GRILL, LOCATED AT 411 E STREET, ANCHORAGE, ALASKA.

The Office of Municipal Clerk is in receipt of the attached information related to the above-listed items:

- Rumrunners Change of Use Event Timeline, forwarded by Deputy Director & Municipal Building Official Sharen Walsh, PE.
- Letter from FURNITURE CLASSICS Owner Colleen M. Hickey, dated July 12, 2011.
- Letter from Terri L. Russi, on behalf of THE HISTORIC ANCHORAGE HOTEL dated July 11, 2011.

Prepared by: Assembly Counsel

Respectfully submitted: Jacqueline Duke, Deputy Municipal Clerk

Date	Event
31-Oct-10	Fire Prevention performed a routine after hours inspection. Discovered that a bar was active in the basement area, which was formerly used for storage. FP informed Rumrunners (RR) of some miscellaneous fire violations and noted that a change of use permit must be applied for.
1-Nov-10	Fire Prevention returned for a follow-up inspection. Identified some additional miscellaneous violations.
1-Dec-10	RR came in to Development Services (DS) and applied for a change of use permit. The application included drawings of proposed additions to the sprinkler system but lacked any other building plans showing work done, in progress, or proposed. A milestone meeting to outline requirements also occurred, either on or about this date.
1-Dec-10	FP conducted follow-up inspection to check progress of remediating violations
2-Dec-10	FP conducted follow-up inspection to check progress of remediating violations
2-Dec-10	Zoning Reviewer commented that a conditional use approval for an additional liquor license would be required. Also commented that approval from Dept. of Health and Human Services (DHHS) would be necessary before issuing a building permit for the change of use work.
8-Dec-10	Meeting was held regarding the requirements of the change of use. Meeting was attended by the Owner, the Architect, DS Engineering Services Manager and Mechanical, Architectural and Fire plan reviewers
9-Dec-10	RR advertised in the paper to notice application for an additional liquor license
14-Dec-10	FP conducted follow-up inspection to check progress of remediating violations
15-Dec-10	Fire sprinkler permit issued to allow expansion of sprinkler system to 1st and 2nd floors of building (basement already sprinklered). Pemit issued on condition that RR would apply for a building permit to include all remodel work, whether previously done w/o permit or proposed to be done as part of the change of use. RR promised to prepare plans and submit.
22-Dec-10	Architect sends letter to FP requesting approval to use basement areas beginning on 12/30/10
30-Dec-10	FP conducted a follow-up inspection and approved sprinkler system completed to point of CCO for basement and 1st floor. (Note - this only meant that sprinkler system was ready - not that full CO could be granted, that is done by the Building Official)
14-Mar-11	RR submits plans for general building permit - plans limited to remodel of 1st and 2nd floor, including some mechanical work in basement to facilitate HVAC on 1st and 2nd floor. Plans did not include any of the work in the basement that was required for the change of use.
29-Apr-11	RR's contractor came to DS to advocate for release of building permit. DS responded that no permit would be granted until complete plans had been received and conditional use application had been received. This prompted a meeting of available personnel to identify requirements. RR representative stated that events were being held under catering permits and that approx 3 permits/week had been granted since the beginning of the year. RR noted that work was minor and requested inspections without submittal of plans. Following the meeting, Mike Shomer and two other RR representatives met with DS, Fire, and Planning. Shomer was informed that he needed to submit plans for the work that had already been done without building permits. He was again informed that he needed to submit a conditional use application for alcoholic beverages and also apply for a alcohol license with the State of Alaska Alcohol Beverages Control Board. Shomer acknowledged that he was aware of the need to obtain a conditional use for alcoholic beverages.
4-May-11	Electrical inspectors visited site and found that much work had been done without permit and that scope exceeded that which could be inspected without engineered drawings. Informed RR that stamped and approved engineered electrical drawings were required. Also notified that any concealed work would required inspection.
11-May-11	DS informs RR contractor that RR had exceeded number of allowable catering permits and that the basement area could not be used as a bar until change of use permit work approved and completed. Change of use building permit approval contingent on receipt of application of conditional use request and approval by DHHS of proposed plans. Also informed that any work done before conditional use approval was at owner's risk.

18-May-11	Letter sent to RR by Building Official noting that the change of use area was not yet approved for occupancy and that MOA would be issuing notice to vacate that area. Letter also noted that building permit could be finalized after conditional use approval or alternately, RR could submit plans to convert areas not approved for alcohol into a use that is allowed in B-2A, with no alcohol sales or service allowed until conditional use approved.
24-May-11	*Planning accepted an application for a conditional use and handed the applicant the letter from DS* dated May 18th., conditional use scheduled for Assembly meeting of 7/12/11
26-May-11	FP sent protest to ABC to flag that no license should be issued until work was permitted and completed and full CO issued
27-May-11	Telephone conversation and email follow-up by Chief of Code Enforcement informing RR that they would be allowed to hold one last special event over the coming weekend, with no other events allowed until the conditional use approved.
31-May-11	Architectural review completed, DHHS inspected premises, DHHS informed RR of items needed
1-Jun-11	DS issued Building Permit for all proposed structural/architectural remodel work on 1st and 2nd floor only
1-Jun-11	Sprinkler contractor requested inspection by FP but cancelled due to missing item
6-Jun-11	DS issued Mechanical (HVAC) permit for work in basement and 1st and 2nd floor
8-Jun-11	Code Abatement sent protest to ABC to flag that no license should be issued until work was permitted and completed and conditional use granted.
14-Jun-11	DS issued Plumbing permit for work in basement and 1st and 2nd floor
21-Jun-11	Mechanical contractor requested inspection but cancelled before inspection occurred
23-Jun-11	RR asked FP for 2 week extension on 2nd floor sprinkler because ceiling work still needed to be completed - FP agreed to extension to July 11.
5-Jul-11	Contractor requested mechanical and electrical inspections and CCO. DS performed mechanical inspection (list of corrections provided to contractor) but informed contractor that no electrical *inspection could be conducted until engineered drawings had been submitted, reviewed, and* approved.
8-Jul-11	As of this date, still no electrical plans provided.
11-Jul-11	Meeting held with Mike and Ellie Shomer, Jerry Weaver, Sharen Walsh, Jack Frost, Francis McLaughlin, Angela Chambers, Rick Thornton and James Gray. RR advised to request postponement of their case for 60 days and to finish the required work before requesting to go back before the assembly. Must have fire sprinkler system approved and operating by Wednesday July 13 and must have all drawings in within 30 days.

Furniture Classics *433 West 5th Avenue Anchorage, Alaska 99501* *907-278-6844*
Fax 907-278-0216

RECEIVED
JUL 12 2011
MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

July 12, 2011

All Assembly Members
Municipal Clerks Office

Subject: Protest Duplicate Liquor License/Protest Conditional Use Permit for Rumrunner's Old Town Bar & Grill

Dear Assembly Members:

I would like to take this opportunity to write in protest to the renewal of the Liquor License and Conditional use permit for Rumrunner's Old Town Bar & Grill, located at 415 E Street. As the owner of Furniture Classics, I have concerns about the approval of this license.

When Rumrunner's ownership changed, we directly saw the impact of having them as a neighbor. Almost daily, we sweep up the neon drink straws, plastic drink cups, and associated garbage that are either dropped in the alley by Rumrunner's patrons or spill out of over-filled garbage bags in their dumpsters. It's a pig sty. We see these cups and straws in their dumpsters, and know for certain that the other restaurants who are our neighbors do not use either of these items in their establishments. I know from speaking to someone who works for Solid Waste Services that the dumpsters in the alley behind our building are serviced on an every other day schedule. My second reason for protesting their license and permit renewal is more than just littering; it's property damage. **Twice** in the last 12 months, my place of business, Furniture Classics, has had front windows shot or kicked out to the tune of $1500+ each. Is it possible for me to prove that someone from Rumrunner's did this? No, but in 22 years in business at this location we haven't experienced anything like this until this year. It's the kind of people Rumrunner's is attracting. They are intoxicated and out roaming the streets after closing time and troubles ensue. Broken windows, torn up flower pots, trash, and litter-this is what we are left with.

I should point out that I'm not against a variety of responsibly run bar/restaurant businesses downtown. However, Rumrunner's **is not** contributing to the safety and security of its patrons or the overall wellbeing and appearance of downtown. Additional security to help control crowds and ensure that patrons get home safely, and paying for additional garbage service might be two ways to help stem the problems. There are three other bar/restaurants on our block that are good neighbors, and Rumrunner's is the one glaring exception to this. Right now, their establishment is a detriment to a clean, safe, and vital downtown. I shouldn't have to pay for property damage and extra daily clean up resulting from their business. I'm tired of having to clean up their mess! This situation needs your attention today.

Sincerely yours,

Colleen M. Hickey
Owner
Furniture Classics

The Historic Anchorage Hotel est. 1916

July 11, 2011

All Assembly Members
Municipal Clerks Office

Subject: Protest Duplicate Liquor License / Protest Conditional Use Permit Rumrunner's Old Towne Bar & Grill

Dear Assembly Members:

It has come to my attention that Rumrunner's Old Towne Bar & Grill, located at 415 E Street has made application for a Beverage Dispensary Duplicate Liquor License and a Conditional Use Permit, which, if approved, would allow an additional 150 + customers onto the premises and into the neighborhood. As General Manager of the Historic Anchorage Hotel, I am concerned about these actions.

Since Rumrunner's was acquired by AB & M Enterprises, Inc in late May of 2010 the noise coming from inside and directly outside the popular establishment has increased tremendously.

On a typical Thursday, Friday, or Saturday night, loud, thumping music blaring through open doors can be heard throughout the neighborhood. The noise reaches its peak from approximately 11.30pm to 2.30am. We have written letters, spoken to the manager and security, and called APD many times. Requests to simply shut the front doors of the bar are seemingly ignored, or, when acknowledged, apparently forgotten by the following weekend.

The Historic Anchorage Hotel is located directly across 4th Avenue from this disturbance. All windows in the building are double-glazed, and white noise machines are in all guest rooms in an effort to counteract the noise coming from Rumrunner's. Nevertheless, many of the guest rooms are subject to uncomfortably loud noise late at night, and this noise is now **negatively affecting hotel reputation and revenue.** In the first two weeks of June 2011 more than $2000 of room revenue was lost through stays shortened or cancelled due to noise, and the hotel's online reputation has plummeted, resulting in more lost revenue. We were #2 hotel rated by TripAdvisor members, and now fallen to #7 due to noise we can not control!

In its failure to control noise coming from its property, Rumrunner's management is not abiding by Municipal Code and is acting not only as a bad neighbor but as bad owners. Approving an unconditional duplicate liquor license and a CUP is rewarding them for poor behavior. Suggestions for conditions are adding additional professional security, charging a cover charge and providing an alternate entrance to the property, all of which would help control the flow of people through the building and help keep the noise inside of Rumrunner's.

Thank you for your attention to this matter. I do plan to attend the July 12th Assembly Meeting to give public testimony.

Sincerely,

Terri L. Russi

cc: Municipal Clerk
F.D McLaughlin
ABC Board

330 E Street Anchorage, AK 99501 907-272-4553 anchoragehotel@alaska.com

Anchorage Police Department

Service Since 1921

MEMORANDUM

Date: November 27, 2012

To: Assembly Member Patrick Flynn

Through: Assembly Chair Ernie Hall

Through: Municipal Manager George Vakalis

From: Chief Mark Mew

Subject: Rumrunners Information Request

Please see the attached material, which I hope will answer your questions about Rumrunners Old Towne Bar and Grill. Do not hesitate to contact me if we can clarify anything contained herein or provide further information regarding this matter.

Exhibit B

Anchorage Police Department

Service Since 1921

MEMORANDUM

Date: November 26, 2012

To: Chief Mark Mew

From: LT Garry Gilliam, Commander, APD CAP Team

Subject: Rumrunners

The following is information regarding Rumrunners Old Towne Bar and Grill.

Background

In 2011, the APD CAP Team received complaints from our Patrol Division (especially Mid Shift) about problems at and around downtown bars. Some of the specific complaints were over-service of alcohol to drunk persons and the excessive number of disturbances that occurred during closing hours (commonly referred to as "bar break ").

The CAP Team worked with the ABC Investigators and patrol to identify problem locations city wide. Calls for Service (CFS) data and information received from patrol officers and others indicated the majority of the problems occurred in the downtown area.

In August of 2011, APD was advised that Rumrunners was serving alcohol on buses travelling between its Anchorage & MatSu locations. The CAP Team conducted an undercover operation and arrested a Rumrunners staff member for selling alcohol on the bus. Additional indictments for tampering with evidence were added when the investigators discovered Rumrunners' staff had altered the date/time of the sale to indicate the sale was during "normal operating hours".

During the investigation of Rumrunners, the CAP Team learned of an alleged assault that had occurred at the establishment on October 23, 2011. The investigation of this incident ultimately led to the indictment of two employees (bouncers) and the business (AB&M Enterprises) for recklessly causing serious physical injury to a person, destruction of evidence and two counts of false business records (a total of 5 felony counts).

"JB" was the victim of the assault on October 23, 2011 and suffered serious physical injuries that included facial fractures and injuries to an eye. Mr. Murville Lampkin, Mr. George Damassiotis and AB & M Enterprises were all indicted for Assault in the 2nd Degree in a supplement indictment dated August 9, 2012.

Subsequent Reports and Contacts

Since the indictments were made public, the CAP Team has been contacted by a number of citizens complaining about the assaultive behavior of Rumrunners bouncers. The following is a synopsis of each of those complaints. We must stress that some of these are allegations only—reported long after the fact—and not all have been resolved.

1. **Brothers CB and AB (APD 11-35319) Occurred on 7/31/2011**
   CB was arrested for assault on bouncer NM. The brothers were cut off at the bar at Rumrunners and told they could finish their drinks they had already purchased by the front door. While at the front door, CB allegedly made a derogatory comment to the bouncer, and both brothers were tackled to the floor and placed into handcuffs. Both brothers were brought to a "downstairs holding room," and APD was called and asked to charge both with misdemeanor assault. Both were subsequently cited for the alleged assault of the Rumrunners bouncer.

2. **CC (no APD report)**
   He called about his stepson being manhandled by Matsu Rumrunners security. He stated they grabbed the stepson by the neck and pushed him down some stairs. CC stated they were extremely aggressive and way out of line. This incident reportedly occurred on opening night at Matsu Rumrunners.

3. **ND (APD 12-17859)**
   This prior employee of Rumrunners stated he has witnessed several incidents of security being excessive, and has spent more time while he was working there (6-8 months) trying to separate out-of-control security from patrons than he has spent dealing with drunk patrons, themselves. ND witnessed two security staff assaulting a patron, and when he tried to break it up he was challenged to fight. ND mentioned one security employee—ML—by name. ND stated he had attempted to bring the excessive use of force by security staff to manager MS's attention, but the matter was always pushed under the rug. ND stated he felt as though MS liked the image of a tough club, one in which nobody would relish causing problems.

4. **JD (no APD report; Agency Assist for Mat-Su)**
   JD stated he was out at Matsu Rumrunners, dancing with a girl on the stage. He was asked to get off the stage, and he tried to get the girl he was dancing with off as well, but she balked. JD stated they started dancing again, and he was then punched in the face by security. The blow knocked him off the stage and rendered him unconscious. JD stated he later learned he landed on his head and clavicle, breaking the latter. JD stated they just left him lying there. An acquaintance—who happened to be a medic—came to make sure he was breathing. JD was then dragged outside; he believes he was assaulted some more and then put into a cab. JD stated he was

throwing up, and went to the hospital on is own. JD had an MRI done, and it determined he had suffered a concussion as well as the broken collar bone.

5. **JD (different person from #4 , above; APD 11-2280)**
He was in Anchorage for the Brew Fest downtown and ended up at Rumrunners with friends. He was told to leave the bar and was allegedly mouthy with the bouncers as his group left the bar. The APD police report states that JD swung the cigarette disposal stanchion into other stanchions as he left. He stated that he had already walked to the opposite corner (NW) of 4th and E Streets when he was approached and tackled from behind by five bouncers from Rumrunners who had followed him. Probation Officer Carlson witnessed the disturbance and advised APD on main channel. Officer Whitte arrived and parties were interviewed. No charges pressed by any involved party. Photographs of JD's injuries were added to the case file after he emailed them to APD. He did not seek medical treatment.

6. **RG (APD 12-17993) Occurred 7/4/2010 (X-ref 10-31097)**
RG reported two incidents. The first—in early 2010—entailed friends who were in an argument. RG says he was assaulted by bouncers even though he was not involved in the argument. The second incident was in July, 2010; he returned with friends and was denied access. The assaultive bouncer from the previous encounter came outside and allegedly hit RG, who lost consciousness. RG was later arrested (cited and released, 10-31097) and taken to Elmendorf Hospital. He sustained broken ribs and chipped teeth, and underwent surgery for broken nose. A civil suit is pending.

7. **VH (APD 12-17976) Occurred 8/15/2009**
He and his friends went to Rumrunners, and the friends started a ruckus and were overwhelmed by bouncers. VH tried to intervene and was allegedly assaulted by staff who then tried to take him into a secluded room in the bar. He says he resisted successfully and left. VH later filed a report with APD (09-40358).

8. **JI (No report with APD filed)**
He alleges Rumrunners staff choked him to near unconsciousness. He says he was then taken downstairs, and left handcuffed in a chair there for approximately 3-4 hours before being released. Security accused him of striking a girl, but he stated he was just pushing a girl off of his girlfriend. JI stated staff told him he was being held pending arrival of APD. No officers ever came, however, and he was eventually let go.

9. **TJ (APD 10-28563) Occurred 6/20/2010**
TJ arrested for assault. He alleges he was taken down by the bouncers inside Rumrunners, and in the process sustained an injury to his face. Photos were taken by TJ after the incident, and he plans to email them to APD.

10. **WK (APD 09-63741) Occurred 12/27/2009**
He flagged down an APD officer and filed an assault report about the Rumrunners bouncers. WK stated the bouncers called him to a back room at closing time and told him that he had "won a prize". WK said that when he entered the landing area to the stairs, three bouncers attacked him, leaving a visible cut above his forehead. WK did not have any photos of the injury nor did he seek any medical attention.

11. **DL (APD 12-17893; Agency Assist for Mat-Su) Occurred 10/16/2011**
He and his girlfriend were at Rumrunners, where he was allegedly tackled and "head-butted" by staff, causing and injured knee, broken nose, and loss of consciousness. He was taken down again outside while waiting for his girlfriend to exit the bar, sustaining additional knee injury. DL claims he lost his job as a result of this encounter. A civil suit is pending.

12. **KM (APD 10-54744) Occurred 11/13/2010**
He alleges he was choked on the dance floor by bouncers while he was trying to break up a fight between another guy and his friend. Rumrunners bouncer JN said he put his arms around KM's chest to pull him away from the fight, and placed him in the back room. JN left for a while, and when he returned he noticed that KM's arm was broken. KM was treated for a broken humerus at Providence Hospital (Facebook pictures of the x-ray and staples are included in the file).

13. **RC-R (APD 10-60713) Occurred 12/18/2010**
RC-R was arrested for assault. RC-R later called APD from Afghanistan, extremely upset over the incident he was involved in at Rumrunners. RC-R claimed he was assaulted by a bartender, and then by security staff and the disk jockey. RC-R says he was punched in the face, kneed, and slammed up against the wall and ground several times. RC-R was charged with assault, but he hired an attorney and all charges were eventually dismissed. RC-R was very upset—and emotionally distraught—as he spoke with APD about this incident. RC-R stated manager MS was on scene and checked the video, which showed security that they had the wrong guy. The bartender also stated RC-R was not the individual who struck him. RC-R claimed manager MS told the security staff to "stick to their story." When RC-R's attorney asked for surveillance video, he/she was told that the footage had been recorded over, and was thus no longer available for court.

14. **JS (APD 11-18796) Occurred 4/24/2011**
JS was arrested for assault on bouncer GD. JS was walking through Rumrunners with a female friend when bouncers allegedly came from behind and grabbed him by the neck. He was taken down to the ground and placed into handcuffs, allegedly for touching the buttocks of a female server/bartender. JS had a cut on his lip from the take-down, and GD reported a cut on his left elbow from the incident.

15. **WS (APD 12-17980) Occurred 6/3/2011**
He went to Rumrunners, and was tackled by bouncers who smashed his face into the pavement. WS stated he was then handcuffed and taken into a room where—according to one of the bouncers—"there are no cameras." WS blacked out, awaking the next morning at home with injuries to his face. He photographed the injuries but did not seek medical treatment. APD was not called by any employee of Rumrunners, and no case report was made by WS until he saw media coverage of the October 23, 2011 alleged assault of JB.

16. **DT (APD 12-17981) Occurred 11/26/2010**
He and two brothers went to the bar and one brother was pushed by another patron. Bouncers intervened and wrestled with the brother. The complainant, sober for twelve years, tried to break it up and leave peacefully, but was allegedly assaulted by a bouncer.

17. **{REMOVED; sealed indictment}**

18. **CW (no APD report)**
He stated he was injured by security at the Matsu Rumrunners. CW was in an altercation with another male who had bumped into him. The male then punched CW's girlfriend in the face. CW retaliated with a shove. CW stated he was then tackled by security, and his elbow was possibly dislocated. CW claimed staff was out-of-control and excessive.

19. **DW (APD 12-17893; Agency Assist for Mat-Su). Occurred 04/13/2012.**
DW was "carded" at the entrance and then again a second time by a different security guy. DW was at the bar for approximately 2 hours and went out for a smoke. As he was walking back in, he was allegedly tackled from behind for no reason by the security guy who had carded him the second time. DW stated his friends asked security why they tackled him, and security did not answer.

20. **BW (not reported to APD; court case 3AN-11-06672 CI)**
BW took AB&M Enterprises, Inc., an Alaska Corporation doing business as Rumrunners Old Towne Bar & Grill to court to collect monies for injuries he claimed to have sustained from the bouncers. Bouncer ML was involved, and testified to his part in the incident. The court entered a judgment in favor of Rumrunners and against BW.

21. **AZ (APD 11-34167) date of incident 7/24/2011**
AZ was arrested for assault on bouncer GD. AZ was behind Rumrunners, in the alley, with an open container of alcohol he had obtained from the Anchor Pub, when

Rumrunners security told him that he could not be there on their property. AZ claimed he felt intimidated, and so pushed GD in the chest. AZ alleges several other bouncers then jumped on him. AZ said he was kicked in the face and punched in the head.

22. **FM (12-20481 X-ref APD 12-11665); Occurred 3/10/2012**
FM and her mother and another friend or two went to celebrate a birthday, and arrived near bar break. She had gone into the bar prior to her mother, and then discovered she had her mother's ID. Realizing the problem, FM returned to the door—where her mother was being denied access. FM went back inside to get her stuff, and when she returned to the door her mother was allegedly being assaulted. FM claims that when she protested, she too was assaulted. When FM got loose her mother was gone. She later learned her mother was being held in an "arrest room." Pictures were taken by complainants.

23. **Couple TS and KS (12-20482 X-ref APD 11-1327); Occurred 1/9/2011**
TS and KS were arrested for assault on Rumrunner staff. KS and her fiancée, TS, were out to celebrate their engagement. They were regulars at Rumrunners, and knew many of the people working there. On this night, they were leaving near bar break and were awaiting transportation—which was delayed—and they stepped back into the doorway of the bar. Security began to scream at them. TS put out a protective hand which was used to throw him to the ground, where he was allegedly assaulted and dragged to the alley south of the bar. KS was attacked by a female security guard, and taken outside until APD arrived. Both KS and TS were cited and released for the charge of assault. TS claimed he was struck unconscious.

Alaska Statutes Title 4 Violations

Rumrunners has received a significant number of statutory violations dating back to 2005; a total of 27 to date. This is more than any other liquor establishment in recent history.

It is important to note that of those 27 liquor violations:

- 14 have occurred since 2010

Of those 14 liquor violations:

- 5 were for *Under 21 Violations*
- 4 were for *Drunks on Premises*
- 5 were for Prohibited Acts including financial interests and responsibilities of the licensee

The violations reported herein all resulted in convictions.

ABC Board Proceedings

During a hearing before the ABC Board on September 5, 2012, Rumrunners' attorney put significant responsibility for the problems on MS (former manager and part owner of the bar). He said that MS's business practices were flawed, and that MS is no longer associated with the establishment. Notwithstanding MS's apparent departure, Rumrunners has continued to be problematic and has continued to receive Title 4 violations.

Additionally, Rumrunners' attorney told the ABC Board that it was really the Municipality of Anchorage's responsibility to let Rumrunners know about any problems with the business. The ABC Board declined to make a decision about Rumrunners' license renewal until they heard from the MOA.

Calls for Service (CFS)

In addition to all of Rumrunners' Title 4 liquor violations, the following are police responses to the bar in 2011 and 2012.

2011

Total police responses to the Rumrunners location: 345. The vast majority of those calls do not include sufficient information for us to determine whether the problem is cuased by the bar's operation. Of the 345, we can say that 279 directly involve the bar, but only 36 (that's about 10%) have sufficient detail to be considered a "qualifying call for service" under AMC 8.80 (Excessive Police Response). This deficiency in the reports has been noted, and we have asked responding officers to add comments to the CAD record that will help us better identify if these calls are excessive calls for service for Rumrunners.

Of the 279 calls, it is important to note that APD responded to Rumrunners:

- 45 times for Disturbances (2 with weapons); *however, with current documentation, only 4 would qualify for AMC 8.80*
- 25 times for Assaults; however, with current documentation, *only 15 would qualify for AMC 8.80*
- 83 times, officers observed problems outside or were hailed by citizens regarding problems at Rumrunners

2012

Police responses to the Rumrunners location as of November 20, 2012 total 147. Again, the vast majority of those calls for service do not include sufficient information that allows us to say the problem is a direct result of the bar's operation. Of the 147, we can say that 128 directly involve the bar, but only 20 of the calls would be "a qualifying call for service" under

AMC 8.80. We have noticed better documentation in 2012, and that has increased our ability to better define which calls are qualifying AMC 8.80 calls.

Of the 128 calls, it is important to note that APD responded to Rumrunners:

- 28 times for Disturbances (1 with weapons); *5 qualify for AMC 8.80*
- 13 times for Assaults; *6 qualify for AMC 8.80*
- 25 times, officers observed problems outside or were hailed by citizens regarding problems at Rumrunners.

Anchorage Police Department

Service Since 1921

MEMORANDUM

Date: November 2, 2011

To: Captain Kris Miller

Through: Lieutenant Nancy Reeder

From: Sergeant Ken McCoy

Subject: Rumrunner's Issues

1. The Anchorage Police Department Special Victims Unit participates annually in the "Meet and Greet" campaign. This campaign is sponsored by the Alaska Native Justice Center and is intended to spread sexual assault and safety awareness to citizens frequenting the bars in downtown Anchorage. This event is normally scheduled in April during Sexual Assault Awareness Month and in October during the Alaska Federation of Natives (AFN) Convention. All of the bars downtown have been receptive to the campaign with the exception of the Rumrunner's Old Towne Bar and Grill, located at 415 E Street.

2. On April 15, 2011 the Special Victims Unit escorted a group of victim advocates and volunteers downtown during the "Meet and Greet" campaign. During the event the group was denied access to Rumrunner's. The on-duty manager advised the group that the discussion of sexual assault is "bad for business" and he didn't want his customers harassed. The group's team leaders explained to the manager the intent and purpose of the "Meet and Greet" however his position did not change. The group skipped Rumrunner's the following evening.

3. In October 2011 I contacted each of the downtown bars alerting them that the "Meet and Greet" would be conducted during the AFN Convention. I spoke to a day-shift manager at Rumrunner's who stated that he was aware of the campaign and that it would not be a problem for the volunteers to enter the establishment.

4. On October 21, 2011 the group entered Rumrunner's and spoke to the patrons. After the group exited the bar manager contacted us outside. This was the same manager from April 15th. He stated that he was unaware that the group was inside the bar. He then reiterated that he felt the sexual assault discussions were bad for business. He also stated that he had a private show going on and that his customers should not have been subjected to the interruption. The team leaders once again informed him of the intent and purpose of the "Meet and Greet' as well

as informing him that another manager approved the visit. Again he did not change his position.

5. On October 22, 2011 Anchorage Police Chief Mark Mew accompanied the Special Victims Unit and the volunteers during the "Meet and Greet". When the group reached Rumrunner's we requested security summon the manager before we entered the establishment. Upon seeing the Chief of Police the same manager from the other incidents allowed the group to enter. He attempted to minimize his prior denials stating that he supports the police. He went on to say that the only reason he had an issue with the group the night prior was because he had a private show taking place.

Bar File

Activity for: 415 E ST

Report#	Offense	Reported	Officer		MO Location
09-58817	DISORDERLY	11/29/09	60569	PATZKE,MARC HOWARD	
09-62474	VEH TAMPER	12/19/09	60617	HETLET,BARRY	
09-63378	ALARM	12/24/09	28169	PENDLEY,MATTHEW D	
09-63741	ASS SIMPLE	12/27/09	30210	NOLL,DAVID	
09-04386	THEFT	11/28/09	61482	RUSH,JENNIFER MCQUISTON	
10-00316	VANDALISM	01/02/10	61038	SALDANA,NICHOLAS J	
10-01758	ASS SIMPLE	01/11/10	29477	BUSHUE,KEN	
10-02516	ASS SIMPLE	01/15/10	60854	CHILDERS,STEVEN E	
10-04882	PAROLE VIO	01/30/10	60850	PIERCE,JENNIFER	
10-07267	VANDALISM	02/12/10	1424	ARMSTRONG,KEVIN R	
10-09480	ALARM	02/26/10	60617	HETLET,BARRY	
10-09681	ASS SIMPLE	02/27/10	60241	FUJIMOTO,KEO	
10-10776	WARRANT	03/06/10	60617	HETLET,BARRY	
10-10947	ASSAULT	03/07/10	61123	WILLIAMS,JAMES W	
10-11391	ALARM	03/10/10	26734	SINGH,SWARAN A	
10-11925	DISORDERLY	03/13/10	61033	GILBERT,PATRICK	
10-14240	DISORDERLY	03/27/10	61251	LOCHART,CHARLES W	
10-14390	ASS SIMPLE	03/28/10	60620	WILSON,BRIAN M	
10-17633	DUP/ERROR	04/17/10	60746	BREAGER,BRADLEY	
10-17794	ASS SIMPLE	04/18/10	60617	HETLET,BARRY	
					0954
10-18908	ASS SIMPLE	04/25/10	61123	WILLIAMS,JAMES W	
10-19261	ASSAULT	04/27/10	1445	BURTON,BRIAN	
10-20531	ALARM	05/05/10	29019	HADLEY,JUSTIN	
10-22497	FOUND PROP	05/16/10	61215	NIGH,DAVID MICHAEL	
10-24368	ASSAULT	05/27/10	29019	HADLEY,JUSTIN	
10-24743	ASS SIMPLE	05/29/10	60620	WILSON,BRIAN M	
					1518
10-25219	TRAF VIOLA	06/01/10	60618	FUCHS,BRIAN	
10-25240	ALARM	06/01/10	0979	MOELLER,JOHN C	
10-27187	ASS SIMPLE	06/12/10	60241	FUJIMOTO,KEO	
					0882
10-27360	ASSAULT	06/13/10	60850	PIERCE,JENNIFER	
10-27372	DISORDERLY	06/13/10	30356	BURNS,DAVID	
10-28563	ASS SIMPLE	06/20/10	61215	NIGH,DAVID MICHAEL	
10-29824	DISTURBANC	06/27/10	61123	WILLIAMS,JAMES W	
10-31097	ASS SIMPLE	07/04/10	27973	HUSTON,SCOTT E	
					0954
10-34607	DISORDERLY	07/24/10	30356	BURNS,DAVID	
					0954
10-34622	ASSAULT	07/24/10	60746	BREAGER,BRADLEY	
10-35274	DISORDERLY	06/12/10	60241	FUJIMOTO,KEO	
					0882
10-35743	SEXCONTACT	07/30/10	28168	BAKER,JADE	
10-35809	LIQUOR	07/31/10	1462	ROCKOM,RYAN	
10-37075	ASS SIMPLE	08/07/10	60617	HETLET,BARRY	
10-37085	ASSAULT	08/07/10	60621	FALVO,TAYLOR	
10-37086	DISORDERLY	08/07/10	29595	WHITWORTH,JEFFREY R	
10-37242	ASS SIMPLE	08/08/10	60617	HETLET,BARRY	

Report#	Offense	Reported	Officer		MO Location
10-38400	ASS SIMPLE	08/14/10	60338	ADOLF,RUTH	1477
10-39463	ASS SIMPLE	08/21/10	30356	BURNS,DAVID	0882
10-39478	ASS SIMPLE	08/21/10	1222	SIMS,CHRISTOPHER J	0882
10-39972	GRAFFITI	08/24/10	61037	RIVERA,JESUS	0882
10-40721	LIQUOR	08/28/10	1222	SIMS,CHRISTOPHER J	0882
10-40730	LIQUOR	08/28/10	1501	STEIDING,RICHARD	0882
10-40736	LIQUOR	08/28/10	61215	NIGH,DAVID MICHAEL	0882
10-41823	DISTURBANC	09/03/10	0977	MASTEN,JOE R	
10-42186	LIQUOR	09/05/10	1222	SIMS,CHRISTOPHER J	0954
10-43439	LIQUOR	09/11/10	61230	HUGHES,RANDY L	1477
10-43441	DISORDERLY	09/12/10	61037	RIVERA,JESUS	
10-43447	ASSAULT	09/12/10	28534	WILSON,MICHAEL A	0954
10-43450	DISORDERLY	09/12/10	28534	WILSON,MICHAEL A	
10-44195	ASS SIMPLE	09/16/10	1277	HENIE,DOUGLAS S	
10-44965	ALARM	09/20/10	29019	HADLEY,JUSTIN	
10-46521	WARRANT	08/21/10	1222	SIMS,CHRISTOPHER J	
10-47179	LIQUOR	10/01/10	28524	GEIGER,WILLIAM	
10-47181	LIQUOR	10/01/10	26733	WITTE,GREGORY	
10-47196	LIQUOR	10/02/10	60617	HETLET,BARRY	1518
10-47203	LIQUOR	10/02/10	61251	LOCHART,CHARLES W	1518
10-47388	ASSAULT	10/03/10	30356	BURNS,DAVID	0882
10-48615	ASS SIMPLE	10/10/10	60746	BREAGER,BRADLEY	1518
10-49633	LIQUOR	10/16/10	60850	PIERCE,JENNIFER	1518
10-49644	LIQUOR	10/16/10	29092	PRICE,NELSON	1518
10-49648	TRESPASS	10/16/10	60241	FUJIMOTO,KEO	1518
10-49651	ASSAULT	10/16/10	27073	CLARK,TROY	
10-49784	LIQUOR	10/16/10	30356	BURNS,DAVID	1518
10-50800	LIQUOR	10/22/10	30367	TANZOSH,EDWARD	1518
10-53419	LIQUOR	11/06/10	61123	WILLIAMS,JAMES W	0882
10-53428	LIQUOR	11/06/10	61123	WILLIAMS,JAMES W	0882
10-54157	SEX REGIST	11/09/10	29019	HADLEY,JUSTIN	
10-54158	DRUG 18F	11/09/10	1386	NISSEN,SCOTT C	0882
10-54615	LIQUOR	11/12/10	61123	WILLIAMS,JAMES W	0882
10-54619	ASSAULT	11/13/10	61123	WILLIAMS,JAMES W	1518
10-54802	ASS SIMPLE	11/14/10	61033	GILBERT,PATRICK	

Report#	Offense	Reported	Officer		MO Location
					1369
10-54820	ASSAULT	11/14/10	30356	BURNS,DAVID	
10-54862	ASS SIMPLE	11/14/10	28167	BENDER,SHELIA	
					1369
10-55349	81	11/17/10	1445	BURTON,BRIAN	
10-55974	LIQUOR	11/20/10	60746	BREAGER,BRADLEY	
					1518
10-55979	LIQUOR	11/21/10	61213	STALMARCK,SEVERIN	
					0954
10-55983	LIQUOR	11/21/10	61213	STALMARCK,SEVERIN	
					0954
10-56882	LIQUOR	11/26/10	1222	SIMS,CHRISTOPHER J	
					0954
10-56895	LIQUOR	11/27/10	61123	WILLIAMS,JAMES W	
10-56897	DISORDERLY	11/27/10	29092	PRICE,NELSON	
10-56903	ASS SIMPLE	11/27/10	60746	BREAGER,BRADLEY	
10-56905	LIQUOR	11/27/10	61123	WILLIAMS,JAMES W	
10-56912	ASS SIMPLE	11/27/10	29092	PRICE,NELSON	
10-56917	ASS SIMPLE	11/27/10	29092	PRICE,NELSON	
10-57047	LIQUOR	11/27/10	61123	WILLIAMS,JAMES W	
10-57054	LIQUOR	11/28/10	60746	BREAGER,BRADLEY	
					1518
10-57056	LIQUOR	11/28/10	60746	BREAGER,BRADLEY	
					1518
10-58299	LIQUOR	12/05/10	61123	WILLIAMS,JAMES W	
					0954
10-58314	DISCHARGE	12/05/10	61230	HUGHES,RANDY L	
10-59421	MEDIC	12/11/10	29092	PRICE,NELSON	
10-59672	STOLEN VEH	12/12/10	1549	SIMPSON,GARY	
10-60694	ASS SIMPLE	12/18/10	60746	BREAGER,BRADLEY	
					1369
10-60713	ASS SIMPLE	12/18/10	61258	FREITAG,THEODORE F	
					1369
10-60873	ASS SIMPLE	12/18/10	61230	HUGHES,RANDY L	
					1369
10-60880	LIQUOR	12/19/10	61230	HUGHES,RANDY L	
					1369
10-61972	LIQUOR	12/24/10	61123	WILLIAMS,JAMES W	
10-61988	LIQUOR	12/25/10	61123	WILLIAMS,JAMES W	
					1477
10-61990	WARRANT	12/25/10	61258	FREITAG,THEODORE F	
10-00400	THEFT	01/23/10	60319	DEVLIN,CYNTHIA CINDY	
10-05771	THEFT	12/10/10	60660	WEBB,MANDIE	
10-35809	ASS SIMPLE	07/31/10	1462	ROCKOM,RYAN	
11-00004	TRAF VIOL	01/01/11	26733	WITTE,GREGORY	
11-00176	LIQUOR	01/02/11	61230	HUGHES,RANDY L	
					1369
11-01324	WARRANT	01/09/11	60746	BREAGER,BRADLEY	
11-01325	TRESPASS	01/09/11	61230	HUGHES,RANDY L	
					1477
11-01327	ASS SIMPLE	01/09/11	61230	HUGHES,RANDY L	
					1477
11-02441	ASS SIMPLE	01/16/11	27072	CASE,SEAN A	
11-03183	LIQUOR	01/20/11	61230	HUGHES,RANDY L	
					1477
11-03394	LIQUOR	01/22/11	60617	HETLET,BARRY	
11-03562	LIQUOR	01/23/11	61037	RIVERA,JESUS	
					0882

Report#	Offense	Reported	Officer	MO Location
11-03980	DISTURBANC	01/25/11	0979	MOELLER,JOHN C
11-05947	DISTURBANC	02/06/11	30372	SCHAEFFER,CHAD
11-06979	PAROLE VIO	02/12/11	60745	CRANE,CORY
11-07101	LIQUOR	02/12/11	61123	WILLIAMS,JAMES W
11-07112	TRESPASS	02/13/11	61123	WILLIAMS,JAMES W 1477
11-07127	WARRANT	02/13/11	61123	WILLIAMS,JAMES W
11-07129	DRUNK	02/13/11	60746	BREAGER,BRADLEY
11-10534	LIQUOR	03/05/11	60746	BREAGER,BRADLEY 1518
11-10558	TRESPASS	03/05/11	60746	BREAGER,BRADLEY 1518
11-10700	TRESPASS	03/05/11	29592	HUSTON,KELLY 1518
11-10715	TRESPASS	03/06/11	60746	BREAGER,BRADLEY
11-10722	LIQUOR	03/06/11	60158	PELTIER,MATTHEW 0954
11-10725	ASS SIMPLE	03/06/11	60158	PELTIER,MATTHEW 0954
11-10974	THEFT	03/07/11	60238	FRAIZE,ANGELINA 0882
11-11685	LIQUOR	03/11/11	60020	ELMORE,JESSE R 0882
11-11688	LIQUOR	03/11/11	60020	ELMORE,JESSE R 0882
11-11830	LIQUOR	03/12/11	61230	HUGHES,RANDY L
11-11833	DUP/ERROR	03/11/11	60020	ELMORE,JESSE R
11-11840	LIQUOR	03/13/11	61123	WILLIAMS,JAMES W 1518
11-12215	THEFT	03/15/11	1261	MACKOWIAK,ROSE
11-12814	LIQUOR	03/18/11	60745	CRANE,CORY
11-12815	LIQUOR	03/19/11	60745	CRANE,CORY
11-12819	LIQUOR	03/19/11	60020	ELMORE,JESSE R
11-12831	LIQUOR	03/19/11	30555	SARGENT,RICHARD G
11-12975	LIQUOR	03/19/11	60617	HETLET,BARRY
11-12995	LIQUOR	03/20/11	60746	BREAGER,BRADLEY 1518
11-12999	DISORDERLY	03/20/11	61230	HUGHES,RANDY L 1518
11-13000	DISORDERLY	03/20/11	61230	HUGHES,RANDY L 1518
11-13149	ALARM	03/21/11	29071	MCCAULEY,TADD
11-13982	LIQUOR	03/26/11	60746	BREAGER,BRADLEY
11-13997	LIQUOR	03/26/11	61123	WILLIAMS,JAMES W
11-14143	LIQUOR	03/26/11	60746	BREAGER,BRADLEY
11-14158	LIQUOR	03/27/11	61123	WILLIAMS,JAMES W
11-14176	AGNCY ASST	03/27/11	27073	CLARK,TROY
11-15171	LIQUOR	04/02/11	60020	ELMORE,JESSE R 0882
11-15184	WARRANT	04/02/11	60746	BREAGER,BRADLEY
11-15337	LIQUOR	04/02/11	60745	CRANE,CORY 0882
11-15356	LIQUOR	04/03/11	60617	HETLET,BARRY
11-15367	LIQUOR	04/03/11	60745	CRANE,CORY
11-16314	LIQUOR	04/09/11	60020	ELMORE,JESSE R 1369
11-16474	LIQUOR	04/10/11	61251	LOCHART,CHARLES W

Report#	Offense	Reported	Officer	MO Location
11-16476	ASS SIMPLE	04/10/11	61258	FREITAG,THEODORE F
11-16477	ASSAULT	04/10/11	61123	WILLIAMS,JAMES W
11-17126	DISORDERLY	04/14/11	60020	ELMORE,JESSE R
11-17454	LIQUOR	04/15/11	60020	ELMORE,JESSE R 1369
11-17468	LIQUOR	04/16/11	60020	ELMORE,JESSE R 1369
11-17631	LIQUOR	04/16/11	60746	BREAGER,BRADLEY 1369
11-17638	LIQUOR	04/17/11	60746	BREAGER,BRADLEY
11-17639	LIQUOR	04/17/11	60746	BREAGER,BRADLEY
11-17641	LIQUOR	04/17/11	61215	NIGH,DAVID MICHAEL
11-17648	LIQUOR	04/17/11	60621	FALVO,TAYLOR
11-17649	ASS SIMPLE	04/17/11	61123	WILLIAMS,JAMES W
11-17730	VIOLRELCON	04/17/11	26734	SINGH,SWARAN A
11-18614	LIQUOR	04/22/11	61123	WILLIAMS,JAMES W
11-18629	ASS SIMPLE	04/23/11	61123	WILLIAMS,JAMES W 1369
11-18773	DISORDERLY	04/24/11	60617	HETLET,BARRY
11-18796	ASS SIMPLE	04/24/11	61230	HUGHES,RANDY L
11-19957	DUP/ERROR	05/01/11	61037	RIVERA,JESUS
11-19980	ASS SIMPLE	05/01/11	60745	CRANE,CORY
11-20820	TRESPASS	05/06/11	60746	BREAGER,BRADLEY
11-21159	LIQUOR	05/08/11	61036	NELSON,DANIEL P 0954
11-21177	TRESPASS	05/08/11	61123	WILLIAMS,JAMES W
11-22172	LIQUOR	05/14/11	60746	BREAGER,BRADLEY 0954
11-23370	DISORDERLY	05/21/11	61251	LOCHART,CHARLES W
11-24865	ASS SIMPLE	05/29/11	29910	NOWAK,ERIC A
11-25857	LIQUOR	06/05/11	60617	HETLET,BARRY
11-25859	LIQUOR	06/05/11	60617	HETLET,BARRY
11-25868	LIQUOR	06/05/11	29071	MCCAULEY,TADD
11-25882	ASS SIMPLE	06/05/11	60745	CRANE,CORY
11-26191	TRAF VIOLA	06/07/11	29071	MCCAULEY,TADD
11-26889	ASS SIMPLE	06/11/11	61033	GILBERT,PATRICK
11-28121	LIQUOR	06/18/11	60745	CRANE,CORY 1477
11-28126	SUSPICIOUS	06/18/11	60746	BREAGER,BRADLEY
11-28135	ASSAULT	06/18/11	60745	CRANE,CORY
11-28171	LOST PROP	06/18/11	61142	REID,NANCY E
11-28293	LIQUOR	06/19/11	61213	STALMARCK,SEVERIN
11-28316	ASS SIMPLE	06/19/11	61272	HEATH,JEREMIAH R
11-28352	THEFT	06/19/11	61828	KIEKINTVELD,STACEY
11-29299	LIQUOR	06/25/11	61272	HEATH,JEREMIAH R 0954
11-29301	LIQUOR	06/25/11	60746	BREAGER,BRADLEY 0954
11-29457	LIQUOR	06/25/11	61035	JOHANKNECHT,AARON R 0954
11-29460	LIQUOR	06/26/11	61035	JOHANKNECHT,AARON R 1518
11-30636	DUP/ERROR	07/03/11	61233	HOSTETTER,AARON A
11-30639	ASS SIMPLE	07/03/11	61230	HUGHES,RANDY L
11-30640	ASS SIMPLE	07/03/11	61273	TITUS,ANDREW J

Report#	Offense	Reported	Officer	MO Location
11-30642	DUP/ERROR	07/03/11	61230	HUGHES,RANDY L
11-31614	LIQUOR	07/09/11	61230	HUGHES,RANDY L
				1477
11-31626	ROBBERY	07/09/11	60746	BREAGER,BRADLEY
				1477
11-31759	LIQUOR	07/10/11	60746	BREAGER,BRADLEY
				1518
11-31767	LIQUOR	07/10/11	61243	HEER,JACOB A
				1518
11-31775	LIQUOR	07/10/11	29071	MCCAULEY,TADD
				1518
11-32369	THEFT	07/13/11	1261	MACKOWIAK,ROSE
11-32941	LIQUOR	07/17/11	29071	MCCAULEY,TADD
				0954
11-32942	LIQUOR	07/17/11	61272	HEATH,JEREMIAH R
				0954
11-33971	LIQUOR	07/22/11	61235	BUTLER,JONATHAN E
11-33991	LIQUOR	07/23/11	60746	BREAGER,BRADLEY
				1518
11-33992	LIQUOR	07/23/11	61037	RIVERA,JESUS
				1518
11-34167	ASS SIMPLE	07/24/11	60746	BREAGER,BRADLEY
11-35150	DUI	07/30/11	1311	GAULKE,THOMAS E
				0954
11-35166	STOLEN VEH	07/30/11	29908	JOHNSTONE,ANTHONY
11-35319	ASS SIMPLE	07/31/11	61215	NIGH,DAVID MICHAEL
11-36384	DUP/ERROR	08/06/11	61252	MOULTON,KRISTIN J
11-37357	ASSAULT	08/11/11	60622	VOSS,ELIZABETH A
				0882
11-37545	LIQUOR	08/13/11	61215	NIGH,DAVID MICHAEL
				1369
11-37743	ASS SIMPLE	08/14/11	60746	BREAGER,BRADLEY
				1518
11-37744	LIQUOR	08/14/11	29071	MCCAULEY,TADD
				1518
11-38890	LIQUOR	08/21/11	60746	BREAGER,BRADLEY
				0882
11-38898	DUI	08/21/11	1311	GAULKE,THOMAS E
11-38903	DUI	08/21/11	1494	MCNAMARA,RYAN
				0882
11-39136	AGNCY ASST	08/22/11	27982	HAYWOOD,JENNIFER P
11-39930	LIQUOR	08/27/11	30356	BURNS,DAVID
11-39932	LIQUOR	08/27/11	30356	BURNS,DAVID
11-40094	LIQUOR	08/28/11	61230	HUGHES,RANDY L
11-40104	LIQUOR	08/28/11	61273	TITUS,ANDREW J
11-41047	LIQUOR	09/02/11	60618	FUCHS,BRIAN
				1518
11-41064	LIQUOR	09/03/11	61037	RIVERA,JESUS
11-41083	ASS SIMPLE	09/03/11	61036	NELSON,DANIEL P
11-41367	ASS SIMPLE	09/05/11	60617	HETLET,BARRY
11-42376	ASSAULT	09/11/11	61215	NIGH,DAVID MICHAEL
11-42378	ASS SIMPLE	09/11/11	61215	NIGH,DAVID MICHAEL
11-43398	ASS SIMPLE	09/17/11	30349	DELESLINE,JOHN
11-44289	DV VIOL	09/17/11	60020	ELMORE,JESSE R
11-44628	ASS SIMPLE	09/24/11	60746	BREAGER,BRADLEY
11-44631	DV VIOL	09/24/11	61233	HOSTETTER,AARON A
11-45751	ASS SIMPLE	10/01/11	30356	BURNS,DAVID

Report#	Offense	Reported	Officer	MO Location
11-45910	LIQUOR	10/02/11	60745	CRANE,CORY 0882
11-46709	STOLEN VEH	10/07/11	26761	CHALEUNVON,VATTHANA
11-49148	LIQUOR	10/22/11	60746	BREAGER,BRADLEY 1369
11-49153	ROBBERY	10/22/11	61215	NIGH,DAVID MICHAEL
11-49293	ASSAULT	10/23/11	60158	PELTIER,MATTHEW
11-49672	THEFT	10/25/11	0832	CAMPOS
11-52601	ASS SIMPLE	11/12/11	60158	PELTIER,MATTHEW
11-52744	PAROLE VIO	11/13/11	60158	PELTIER,MATTHEW
11-52958	ASS SIMPLE	11/14/11	25935	BILLIET,ROGER P
11-53783	TRAF VIOLA	11/18/11	61235	BUTLER,JONATHAN E
11-54924	ASS SIMPLE	11/26/11	61038	SALDANA,NICHOLAS J
11-54925	TRESPASS	11/26/11	60746	BREAGER,BRADLEY
11-88480	LIQUOR	12/16/11	29466	WELCH,NATASHA 1518
11-90799	LIQUOR	12/31/11	29480	MITCHELL,NATHAN 0954
11-01324	ASS SIMPLE	01/09/11	60746	BREAGER,BRADLEY
11-02328	THEFT	06/12/11	29596	PURCELL,BIANCA
11-03221	THEFT	08/16/11	1231	BRINK-DUSHI,SARAH
11-46709	THEFT	10/07/11	26761	CHALEUNVON,VATTHANA
11-54925	ROBBERY	11/26/11	60746	BREAGER,BRADLEY
12-00011	DUP/ERROR	01/01/12	28950	SHANK,JULIE
12-02096	LIQUOR	01/14/12	1386	NISSEN,SCOTT C 0882
12-02226	SUI ATTEMP	01/14/12	61235	BUTLER,JONATHAN E
12-03185	BRANDISH	01/21/12	60241	FUJIMOTO,KEO
12-03400	THEFT	01/22/12	61832	MENARD,E HOLLY
12-04848	THEFT	01/30/12	61144	MORK,ELIZABETH J
12-05781	ASS SIMPLE	02/05/12	60158	PELTIER,MATTHEW
12-07123	IMPERSONAT	02/13/12	60854	CHILDERS,STEVEN E
12-08208	THEFT	02/19/12	1549	SIMPSON,GARY
12-10266	TRESPASS	03/02/12	60617	HETLET,BARRY 0882
12-10289	ASS SIMPLE	03/03/12	60617	HETLET,BARRY
12-11351	LIQUOR	03/10/12	61273	TITUS,ANDREW J
12-11374	ASS SIMPLE	03/10/12	1462	ROCKOM,RYAN
12-11515	LIQUOR	03/10/12	30356	BURNS,DAVID
12-11665	DISTURBANC	03/12/12	29910	NOWAK,ERIC A
12-12661	ASS SIMPLE	03/17/12	30356	BURNS,DAVID
12-12759	THEFT	03/18/12	29442	GAULKE,CHERYL
12-13242	ASSAULT	03/21/12	60616	DAVIES,SHAWN 1518
12-13330	ALARM	03/22/12	30356	BURNS,DAVID
12-14702	LIQUOR	03/31/12	60158	PELTIER,MATTHEW 0882
12-15828	MEDIC	04/06/12	29593	LOFTON,MICHAEL J
12-15984	LIQUOR	04/08/12	60746	BREAGER,BRADLEY 0882
12-16955	MISS ADULT	04/14/12	61215	NIGH,DAVID MICHAEL
12-17837	ASSAULT	04/19/12	60631	BLAKE,JUSTIN R 1518
12-17859	FI	04/19/12	27982	HAYWOOD,JENNIFER P
12-17861	DUP/ERROR	04/19/12	1207	KEHR,MITCH

Report#	Offense	Reported	Officer	MO Location
12-17893	ASSAULT	04/19/12	27982	HAYWOOD,JENNIFER P
12-17973	ASSAULT	04/20/12	1207	KEHR,MITCH
				0882
12-17976	ASSAULTI	04/20/12	1207	KEHR,MITCH
12-17980	ASS SIMPLE	04/20/12	29466	WELCH,NATASHA
				0882
12-17981	ASS SIMPLE	04/20/12	1207	KEHR,MITCH
				0882
12-18079	LIQUOR	04/21/12	61273	TITUS,ANDREW J
12-18918	ASSAULTI	04/25/12	27982	HAYWOOD,JENNIFER P
12-20481	ASSAULTI	05/04/12	1207	KEHR,MITCH
12-20482	ASSAULT	05/04/12	1207	KEHR,MITCH
12-20706	DISORDERLY	05/06/12	60234	JENSEN,MATTHEW
				0882
12-21862	LIQUOR	05/13/12	60617	HETLET,BARRY
12-22919	LIQUOR	05/18/12	30364	CHINNIS,CALVIN
12-22930	LIQUOR	05/19/12	28240	VRABLIK,GEORGE
12-22931	LIQUOR	05/19/12	60746	BREAGER,BRADLEY
				1369
12-23102	LIQUOR	05/20/12	60235	BOWEN,MATTHEW
12-24278	COLLISIONA	05/27/12	60745	CRANE,CORY
12-25469	ASS SIMPLE	06/03/12	61273	TITUS,ANDREW J
12-26676	ALARM	06/10/12	29071	MCCAULEY,TADD
12-27711	LIQUOR	06/16/12	60020	ELMORE,JESSE R
12-27911	ROBBERY	06/17/12	60849	OTTS,BRANDON C
12-29127	DISTURBANC	06/24/12	27973	HUSTON,SCOTT E
12-29133	DISTURBANC	06/24/12	60158	PELTIER,MATTHEW
12-29142	ASS SIMPLE	06/24/12	60158	PELTIER,MATTHEW
12-29169	ALARM	06/24/12	60746	BREAGER,BRADLEY
12-29294	ROBBERY	06/25/12	61251	LOCHART,CHARLES W
12-30336	ASS SIMPLE	07/01/12	60746	BREAGER,BRADLEY
				1518
12-31555	SEXCONTACT	07/08/12	60637	BUTLER,JOHN WILLIAM
				0882
12-33861	LIQUOR	07/21/12	62122	NIELSEN,BENJAMIN J C
				1477
12-34041	LIQUOR	07/22/12	60746	BREAGER,BRADLEY
				1518
12-35115	LIQUOR	07/27/12	60849	OTTS,BRANDON C
12-36552	LIQUOR	08/05/12	29071	MCCAULEY,TADD
				0882
12-36556	LIQUOR	08/05/12	29071	MCCAULEY,TADD
				0882
12-36561	DISORDERLY	08/05/12	62123	OCONNOR,PATRICK M
				0882
12-36565	DISORDERLY	08/05/12	61258	FREITAG,THEODORE F
				0882
12-37648	TRESPASS	08/10/12	60494	FARR,MICHAEL
12-38686	TRAF VIOL	08/16/12	1408	OISTAD,RENEE D
12-39158	DISTURBANC	08/19/12	60158	PELTIER,MATTHEW
				1518
12-42439	LIQUOR	09/05/12	60533	DOKKEN,JAMES
12-42862	ASS SIMPLE	09/08/12	60158	PELTIER,MATTHEW
				0882
12-43211	ASS SIMPLE	09/09/12	29592	HUSTON,KELLY
12-48237	THEFT	10/08/12	60902	PRZECZEWSKI,VERONICA R
12-51189	TRESPASS	10/27/12	1380	GALLARDO,CLARA

Report#	Offense	Reported	Officer	MO Location
12-01361	THEFT	04/28/12	60902	PRZECZEWSKI,VERONICA R
12-02414	THEFT	07/08/12	60902	PRZECZEWSKI,VERONICA R

CONTRACT FOR THE PURCHASE AND SALE OF BEVERAGE DISPENSARY LICENSE & FURNITURE, FIXTURES AND EQUIPMENT & THE LEASE OF THE LICENSED PRESMISES

THIS CONTRACT is entered into this _____ day of November, 2012 by and between the following entities and individuals for the lease of certain real property and the sale of Beverage Dispensary Liquor License # 4157 (hereinafter "License") and certain Furniture, Fixtures and Equipment (hereinafter "FF&E").

THE PARTIES to this Contract are as follows:

1) AB&M Properties, LLC, whose address for all purposes herein is _____, Anchorage, Alaska, 99 _____, (hereinafter "AB&M" will lease the real property located at 415 E Street, Anchorage, Alaska to Bear Paw, LLC and will sell its interest (if any) in the FF&E on the terms and conditions set forth herein; and

2) Abraham Gallo, whose address for all purposes herein is _____, Anchorage, Alaska, 99 _____, (hereinafter "Abraham") shall be a party to this Contract to the extent of his interests in the real property, the FF&E and the License; and

3) Basillo Gallo, whose address for all purposes herein P. O. Box 111846, Anchorage, Alaska, 995_____, (hereinafter "Basillo"), as the named owner of the License, will sell the License and his interest (if any) in the FF&E to Bear Paw, LLC on the terms and conditions set froth herein; and

4) Bear Paw, LLC whose address for all purposes herein is 4240 Old Seward Highway, Suite13, Anchorage, Alaska, 99503, (hereinafter "Bear Paw" will lease the real property from AB&M Properties (and Abraham) and will purchase the License and the FF&E from Basillio (and Abraham to the extent of his interest) on the terms and conditions set forth herein.

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NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the receipt and sufficiency of which is acknowledged by the parties hereto,

IT IS HEREBY AGREED as follows:

1) Subject Matter. Basillio and Abraham shall sell and Bear Paw shall purchase the License described above and the FF&E described on Exhibit "A" attached all for the price and on the terms and conditions as set forth below.

2) Lease. Bear Paw shall lease the licensed premises from the AB&M as Lease Agreement described herein.

3) Purchase Price. The purchase price of the License and the FF&E is THREE HUNDRED THOUSAND and NO/100s DOLLARS ($300,000.00), which shall be paid in cash at closing.

a) Upon execution of this Contract, Bear Paw shall deposit in its attorney's trust account the sum of FIFTEEN THOUSAND and NO/100s Dollars ($15,000.00) as an earnest money deposit to be disbursed as provided herein.

4) Closing. Closing will occur at the Law Offices of Dan K. Coffey, 3606 Rhone Circle, Anchorage, Alaska 99508, on or before ten (10) days after the date that the Alcoholic Beverage Control Board approves the transfer of ownership and location of the License.

a) The parties agree to take all necessary and appropriate action required to close this transaction by April 30, 2013 but recognize that closing cannot occur until approval of the transfer of ownership of the License by the ABC Board and the satisfaction of the conditions precedent set forth in this Contract.

5) Conditions Precedent. This Contract and the performance by the parties of their respective obligations set forth herein are subject to the following conditions:

a) Approval by the Alcoholic Beverage Control Board of the transfer of the ownership of the License to the Buyer; and

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b) Non-protest by the Municipality of Anchorage (hereinafter "MOA") of the renewal of the License and the transfer of ownership of the License to Bear Paw. The parties acknowledge that the Anchorage Assembly may protest the renewal of this License. If the Assembly protests the renewal of this License, this Contract shall be null and void and of no further force and effect. Any action by the Anchorage Assembly that results in the temporary closure of the business as a condition of non-protest must be acceptable to Bear Paw and shall not be objected to in any fashion by AB&M, Basillio and Abraham; and

c) Any changes made by the Anchorage Assembly in the existing conditional use for the sale of alcoholic beverages at the licensed premises must be acceptable to Bear Paw and shall not be objected to in any fashion by AB&M, Basillio and Abraham; and

d) The absence of any action or proceeding filed by the any party to this Contract seeking relief under the federal bankruptcy laws or any other applicable law for the relief of debtors of the United States of America or any state or territory thereof, which shall be instituted or threatened by or against either party on or prior to the closing date, and which could reasonably be considered as adversely impacting the filing party's ability to fulfill its responsibilities under this Contract.

e) Title to the License and the FF&E being marketable and the Basillio and/or Abraham being able to sell the same, free and clear of any and all liens and encumbrances or capable of being made free of liens and encumbrances at closing; and

f) All representations and warranties made by either party to this Contract continuing to be true and accurate.

6) Failure of a Condition Precedent. In the event that any of the conditions precedent set forth in paragraph 5 above do not occur through no fault of either party, the parties shall be relieved of all obligations set forth herein and each party shall bear such costs and fees as they may have incurred.

7) Seller's Warranties and Representations: The AB&M, Basillio and Abraham expressly represent and warrant as follows:

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a) They know of no liens or encumbrances on the License being sold hereunder that would prevent if from being transferred to the Bear Paw. If any liens or encumbrances are found to exist, they will be removed by the current licensee at or before closing at no expense to Bear Paw.

b) AB&M, Basillio and Abraham shall cooperate in the transfer of the ownership of the License to Bear Paw and will not, during the pendency of the transfer, do or permit to occur anything which would prevent or delay the transfer of the ownership of the License.

c) After all approvals have been granted, the License and the FF&E shall be transferred to Bear Paw by a Bill of Sale with full warranties of title, free of liens and encumbrances executed by AB&M, Basillio and Abraham as their interests may exist.

d) Other than a protest of renewal of the License by the Anchorage Assembly or an administrative action by the ABC Board, to the best of the present knowledge and belief of AB&M, Basillio and Abraham, all laws, rules, and regulations of the MOA, the State of Alaska and the federal government associated with the ownership and the operation of the License, have been complied with in all material respects.

e) All outstanding real and personal property taxes, all wages due and payable to all employees along with the taxes and other contributions associated therewith and all invoices for amounts owed under vendor and trade accounts for utilities, supplies, services and the like, arising from the operation of the License being sold hereunder shall be paid and provided for by AB&M, Basillio or Abraham prior to closing.

f) After closing, AB&M, Basillio or Abraham shall continue to be liable for and shall pay for and indemnify Bear Paw, to the extent of their interests in the subject matter of this Contract, shall and hold Bear Paw harmless from and against any and all amounts owed that may come due after closing but are related to that period of time during which they operated the License and owned the licensed premises prior to closing.

g) Neither AB&M, Basillio or Abraham have employed an agent and/or broker to whom a commission any is due at closing.

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h) The individual(s) who has/have executed this Agreement on their own behalf or on behalf of AB&M have the authority to do so or have been appropriately authorized to execute this Contract on behalf of AB&M in the manner provided for by the AB&M's Operating Agreement, intending that they all be bound by the terms and provisions hereof.

8) Bear Paw's Warranties and Representations: Bear Paw expressly represents and warrants as follows:

a) It knows of no reason why this License cannot be transferred to the Bear Paw as the 100% owner of Bear Paw is currently the owner of another liquor licensed entity.

b) Bear Paw represents that it is registered to do business within the State of Alaska as a Limited Liability Company and that the purchase of the Liquor License has been approved by the Company in the manner required by its Operating Agreement.

c) The individual who has executed this Agreement on behalf of Bear Paw has been authorized to execute this Agreement on behalf of Bear Paw intending that Bear Paw be bound by the terms and provisions hereof.

e) The Buyer has not employed any agent or broker to whom any commission or other remuneration is due. However, the owner of Bear Paw, Bruce Burnett is an active Broker of Burnett Co. Realty, Incorporate. No commission is due Burnett Co. Realty or Bruce Burnett arising out of this transaction.

9) Transfer of the Liquor License: The parties agree to cooperate in the transfer of ownership of the License by executing any and all forms, applications, affidavits and other documents required for such purposes by the ABC Board and by appearing before the Board, the MOA as may be required to secure approval of the transfer of ownership of the License.

10) License Transfer. Bear Paw, with AB&M's, Basillio's and Abraham's full cooperation and assistance, shall prepare and file a License transfer application with the ABC Board as soon as possible after the execution of this Contract

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a) In this regard, AB&M, Basillio and Abraham, to the extent of their interest(s) in the License, authorize Bear Paw, its principal Bruce Burnett and their attorney, to use their best efforts to prevent a protest of renewal of the License by the Anchorage Assembly and to secure the approval of the transfer of ownership of the License to Bear Paw by the ABC Board.

b) It is acknowledged and agreed to by the parties that Bear Paw, Burnett and their attorney cannot guarantee that they can prevent the Anchorage Assembly from protesting renewal of this License and that the Anchorage Assembly may impose conditions on its approval, including, but not limited to a closure of the existing licensed business and/or modifications to the existing conditional use.

c) Any action by the Anchorage Assembly that does NOT RESULT IN a protest of renewal or any action by the ABC Board that is taken as a condition of approval of the renewal of the License and the transfer of ownership to Bear Paw shall be agreed to and deemed acceptable by AB&M, Basillio and Abraham.

d) AB&M, Basillio and Abraham shall instruct their attorney to work with Bear Paw's attorney in his efforts to avoid a protest of renewal by the Anchorage Assembly and to secure the ABC Board's approval of the transfer of ownership of the License to Bear Paw.

e) Neither Bear Paw, its principal or its attorney guarantee a successful outcome with regard to a protest by the Anchorage Assembly, any modification or revocation of the existing condition use permit or the approval by the ABC Board of the renewal or the transfer of ownership of the License.

11) Costs. The costs and fees associated with this transaction are to be paid as follows:

a) The biennial renewal fees for the License shall be prorated as of the date of closing.

b) Bear Paw shall pay all costs and fees associated with the transfer of the ownership of the License, but shall be reimbursed one half of those fees and costs by AB&M, Basillio and Abraham

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c) Bear Paw shall pay the fees for the preparation of this Contract and the Lease.

d) Each party will bear its own attorney's fees.

12) Lease: Upon the approval of the renewal and the transfer of ownership of the License to Bear Paw, the parties shall enter into a Lease with Option to Purchase, the material terms and provisions of which are as follows:

a) The leased premises shall be the entire building located at 415 E Street, Anchorage, Alaska the legal description of which is as follows:

Lot _____ Block _____ COMPLETE WITH TITLE REPORT

b) The initial term shall be five (5) years commencing on May 1, 2013.

c) Bear Paw shall have three (3) five (5) year renewal options.

d) Rent for the initial term shall be as follows:

i) For the first year: $12,000.00 per month due on the first day of the month;

ii) For the second and third year: $16,000.00 per month due on the first day of the month;

iii) For the fourth and fifty year: $16,000.00 per month plus an increase at the being of each of 4th and 5th years of the lease based on increases in the consumer price index for Anchorage, Alaska determined at the end of the previous year.

iv) Rent is late on the tenth day of the month. A 5% late fee shall be paid in addition to the regular monthly rent. If the rent and the late fee are not paid by the 20th day of the month, Bear Paw shall be in default.

e) Bear Paw shall pay all utilities (gas, electric, sewer, water, garbage).

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f) Bear Paw shall pay for all repairs and routine maintenance other than structural repairs and maintenance which shall be defined as repairs or maintenance to the foundation, supporting interior and exterior walls, but excluding non-structural walls and the roof).

g) AM&B shall pay the real property taxes.

h) All improvements shall be made by Bear Paw without reimbursement by AM&B, but the improvements shall be subject to review and approval by AM&B which approval shall not be unreasonably withheld, but may be conditioned on permitting, insurance and contractor approval.

i) Any and all signage shall be installed and paid for by Bear Paw and shall comply with any local ordinances.

j) Bear Paw shall have the option to purchase the property at any time during the course of the Lease or any extensions thereof for a purchase price of Two Million Four Hundred Fifty Thousand and No/100s Dollars ($2,500,000.00) payable in cash or immediately available funds at closing. To exercise the option, Bear Paw shall give written notice to AB&M and shall, thereafter, proceed promptly and with due diligence to close the purchase. All financing costs, including, without limitation, bank charges and appraisal costs shall be paid by Bear Paw. Title insurance shall be paid for by AB&M. All other costs shall be split equally between the parties.

13) Time. Time is of the essence for the performance of the parties obligations under the term of this Contract.

14) Modification. There shall be no modification of this Contract unless the same be in writing and signing by the parties.

15) Survivability of Contract. The terms and provisions of this Contract shall survive closing.

16) Document Preparation and Construction. The Contract was prepared by Ernouf & Coffey, P.C. as counsel for Bear Paw and Bruce Burnett.

a) Ernouf & Coffey, P.C. previously represented AB&M, Basillio and Abraham in an effort to obtain a duplicate license and subsequently to

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resolve issues with the MOA arising out of the remodeling of the licensed premise. That representation ceased in October 2011. Ernouf & Coffey, P.C. have not represented AB&M, Basillio or Abraham in any other matters since October 2011 and specifically not represented them in any manner relating to the liquor License which is the subject of this Contract.

b) AB&M, Basillio and Abraham have been represented by Tom Amodio in matters relating to the liquor License which is the subject of this Contract.

c) Ernouf & Coffey, P.C. and Dan Coffey have represented Bruce Burnett Abraham Gallo in various matters over the course of many years. The parties acknowledge having been advised of these prior representations.

d) The parties understand that Dan Coffey has significant experience in dealing with liquor licensing issues with the Anchorage Assembly and the ABC Board. That experience has given him a level of expertise in dealing with difficult circumstance that is unique in the legal community. It is for this reason that the parties have agreed that he should be lead counsel in resolving any issues with the Anchorage Assembly concerning a protest of renewal or a modification of the existing conditional use and in resolving any issues with the ABC Board concerning the renewal of the license and its transfer to Bear Paw.

e) Coffey shall keep counsel for AB&M, Basillio and Abraham informed of his efforts and the results of his efforts so that they may be advised by separate counsel and not rely on Coffey for advice.

f) By agreeing to this Contract AB&M, Basillio and Abraham acknowledge that Ernouf & Coffey, P.C. and Dan Coffey are counsel for Bear Paw and Bruce Burnett and that they DO NOT REPRESENT them. They also acknowledge and agree that Coffey shall act as lead counsel in dealing with the Anchorage Assembly and the ABC Board.

17) Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing, and shall be deemed duly given if delivered personally or sent by certified mail (with adequate postage prepaid) to the addresses set forth in the initial paragraph of this Contract with

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respect to each party or at such other address as such party designates in writing to the other parties.

18) Entire Agreement. This Contract embodies the entire agreement between the parties. There are no other agreements, written or oral, between the parties concerning the subject matter hereof.

19) Execution of this Contract. A facsimile transmission of any original document shall have the same effect an original. Any signature required on an original document shall be completed when a facsimile copy has been signed. The parties agree that signed facsimile copies of documents shall be given full effect as if an original.

IN WITNESS WHEREOF, the parties have executed this Contract of Purchase and Sale the day and year first above written.

SIGNATURES OF THE PARTIES

AB&M PROPERTIES, LLC

By: _____
Abraham Gallo

Its: _____

By: _____
Basillio Gallo
Personally & Individually

By: _____
Abraham Gallo
Personally and Individually

BEAR PAW, LLC

By: _____
Bruce Burnett

Its: _____

Dated: November 27, 2012

Location: Anchorage, AK

Signed: Julie J. Storlie

Commission Expires: 10/10/2015

OFFICIAL SEAL
Julie J. Storlie
Notary Public - State of Alaska
My Commission Expires 10/10/2015

AFFIDAVIT OF BASILO GALLO

I, BASILO GALLO, being first duly sworn, depose and say as follows:

1) This affidavit is made for the purpose of providing assurances to the Anchorage Municipal Assembly as to the renewal and transfer of the liquor license currently issued for Rumrunners.

2) The contract between me and Bruce Burnett sets out all of the terms and conditions of our agreement regarding the sale of the liquor license. There are no other agreements between us.

3) As a condition of non-protest of the renewal of the liquor license, I agree to the closing of Rumrunners effective no later than 2:00 a.m. on December 20, 2012. After the closing of Rumrunners I will take no further actions of any kind to operate the liquor license issued for that licensed premises now or in the future.

4) After renewal transfer of the liquor license, I will have no further interest whatsoever in Bruce Burnett's company, Bear Paw Restaurant, LLC, in the to business to be operated on the licensed premises, or in the liquor license, now or at any time in the future.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

Basilo Gallo

Basilo Gallo

SUBSCRIBED AND SWORN TO before me, a Notary Public in and for the State of Alaska, this 14th day of December 2012.

Kristina McDaniel

Notary Public for Alaska
Commission Expires: 4-22-16

KRISTINA McDANIEL
NOTARY
PUBLIC
STATE OF ALASKA
My Commission Expires: April 22, 2016

AFFIDAVIT OF BRUCE BURNETT

I, BRUCE BURNETT, being first duly sworn, depose and say as follows:

1) This affidavit is made for the purpose of providing assurances to the Anchorage Municipal Assembly as to the renewal and transfer of the liquor license currently issued for Rumrunners and as to the planned restaurant operation at the licensed premises.

2) The contract between me, Abraham Gallo and Basilo Gallo sets out all of the terms and conditions of our agreement. There are no other agreements between us. However, I will sign a lease with Abraham Gallo for the licensed premises as described in the contract if the license is not protested and is transferred to me.

3) I am the sole owner of Bear Paw Restaurant, LLC. The current license holder, Basilo Gallo and the current building owner, Abraham Gallo, as well as any members of their families, any of their current or former employees, or any entities owned by them in whole or in part, or affiliated with either of them in any manner will not have any interest whatsoever in Bruce Burnett's company, Bear Paw Restaurant, LLC, in the to business to be operated on the licensed premises, or in the liquor license, now or at any time in the future.

4) I agree to a modification of the existing conditional use as a prerequisite to the renewal and the transfer of the liquor license to the effect that the business operated on the licensed premises be a bona fide restaurant as defined in the regulations of the ABC Board (13 AAC 104.305); that gross receipts from the sale of alcoholic beverages not exceed twenty five percent (25%) of total gross sales; that the licensed

premises not be used at any time, now or in the future, as anything other than a bona fide restaurant.

5) I agree that should any representation made by me is determined not to be materially true and correct, the Assembly shall have the right to protest renewal of the license and/or revoke the conditional use permit upon twenty one (21) days notice to Burnett and an opportunity to be heard.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

BRUCE BURNETT

SUBSCRIBED AND SWORN TO before me, a Notary Public in and for the State of Alaska, this 14 day of December 2012.

OFFICIAL SEAL
Julie J. Storlie
Notary Public - State of Alaska
My Commission Expires 10/10/2015

Julie J. Storlie
Notary Public for Alaska
Commission Expires: 10/10/2015

DOWNTOWN COMMUNITY COUNCIL
C/O PAUL J. NANGLE, PRESIDENT
101 CHRISTENSEN DRIVE
ANCHORAGE, ALASKA 99501
(907) 274-8866 FAX: 279-1794

RESOLUTION OF THE DOWNTOWN COMMUNITY COUNCIL

Discussion

At its regularly scheduled meeting on December 5th, 2012, the Council heard a presentation from Bruce Burnett, owner of TGI Fridays restaurant and his attorney. The presentation related to Burnett's purchase of the beverage dispensary license issued to Rumrunners, the furniture, fixtures and equipment associated with the business and Burnett's agreement to lease the licensed premises for the purpose of opening a casual dining restaurant at this location.

Included in the presentation were two (2) letters from downtown property owners and businessmen; Bob Newman and James Wong. Both letters supported the immediate closure of Rumrunners, but urged the Council to approve the transfer of the liquor license to Burnett to insure that the building in which Rumrunners operated would not become a vacant building.

The members of the Council asked Burnett questions concerning his proposed restaurant operation and, in the context of his proposed restaurant, discussed the many problems associated with the Rumrunners operation and how Burnett's proposed restaurant would be different. Also discussed at length was the concern of the Council that Burnett's commitments would be honored so that the problems associated with Rumrunners would not be allowed to re-occur.

Bob Newman, downtown business and property owner, spoke to the issue of not having a vacant, boarded up building in downtown as well as the benefits of having a casual dining restaurant at this location replacing a problem bar. He characterized the move to protest the license and preventing Burnett from proceeding with this restaurant as making a bad situation worse.

In addition to the consequences identified by Bob Newman, the possibility of litigation between Rumrunners and the City was also discussed. The concern is that such litigation could prolong the problem for a considerable period of time.

After the discussion and after all of the council members', Burnett requested a Resolution of support for his proposed restaurant. Thereafter, upon motion by a council member, seconded by another council member, the council approved the following resolution:

Resolution

1) That, as a condition of non-protest of renewal of the liquor license by the Anchorage Assembly, Rumrunners be closed immediately and never be allowed to re-open; and

2) That, in addition to the Assembly not protesting renewal of the liquor license, that the Assembly approve the transfer of ownership of the liquor license to Burnett/Burnett's company subject to the standard conditions of law and regulation associated with transfers of ownership and the other conditions set out in this Resolution; and

3) That the existing Conditional Use issued by the Anchorage Assembly for this licensed premises and this location be modified to require that the restaurant business proposed by Burnett shall be a "bona fide" restaurant as defined by the state's Alcoholic Beverage Control Board (12 AAC 104.305) and that alcohol sales be no more than twenty five percent (25%) of the gross sale of the business; and

4) That there shall be no adult entertainment at the licensed premises as defined by Anchorage Municipal Code 10.40.050.

APPROVED this 7th day of December 2012.

Paul J. Nangle
Chairman

I SUPPORT THE DOWNTOWN COMMUNITY COUNCIL RESOLUTION

I AM A BUSINESS OWNER/PROPERTY OWNER IN DOWNTOWN ANCHORAGE.

I SUPPORT THE RESOLUTION OF THE DOWNTOWN COMMUNITY COUNCIL CALLING FOR THE IMMEDIATE CLOSURE OF RUMRUNNERS.

I SUPPORT THE TRANSFER OF RUMRUNNERS' LIQUOR LICENSE TO THE PROPOSED RESTAURANT IN THE RUMRUNNER'S LOCATION WITH THE CONDITIONS IN THE COUNCIL RESOLUTION.

Alaska Fur Enterprise
333 W 4th Ave Ste 226
Anchorage, AK 99501

Name	Business	Location
Hernandez	ALASKA FUR Enterprise	Summit Market Place
Russell A P	ANCHORAGE DOWNTOWN TOURGROUP	4th AVE MARKETPLACE
Karen Jocktoo	Two Spirits Gallery	333 W 4th Ave Anchorage, AK
Richard S Zeigler	Downtown Shoe Doctor	328 W. 4th Ave Anch AK 99501
T Bartlett	AK FUR Gallery	428 W 4th AVE ANCH, AK 99501

I SUPPORT THE DOWNTOWN COMMUNITY COUNCIL RESOLUTION

I AM A BUSINESS OWNER/PROPERTY OWNER IN DOWNTOWN ANCHORAGE.

I SUPPORT THE RESOLUTION OF THE DOWNTOWN COMMUNITY COUNCIL CALLING FOR THE IMMEDIATE CLOSURE OF RUMRUNNERS.

I SUPPORT THE TRANSFER OF RUMRUNNERS' LIQUOR LICENSE TO THE PROPOSED RESTAURANT IN THE RUMRUNNER'S LOCATION WITH THE CONDITIONS IN THE COUNCIL RESOLUTION.

Name	Business	Location
	PHILLIPS CRUISES & TOURS GRIZZLY'S GIFTS ANCHORAGE HOTEL	519 W. 4th 99501
	CIRI Alaska Tourism Corp 513 W. 4th Ave Anch.	

Ernie Hall, Chair
Anchorage Assembly
Municipality of Anchorage
632 West 6th Avenue
Anchorage, AK 99501

ANCHORAGE DOWNTOWN PARTNERSHIP, Ltd.
333 West 4th Avenue, Suite 317
Anchorage, AK 99501
Tel. 907-279-5650
Fax 907-279-5651

December 15, 2012

Assembly Chair Hall,

Anchorage Downtown Partnership, Ltd. (ADP) is dedicated to a Clean, Safe, and Vital downtown. Over the past few years, ADP and our member business /property owners have dealt with a myriad of negative impacts from a downtown bar with notoriously poor management and blatant disregard the law: Rumrunners.

The negative impacts of this bar on its immediate neighbors, and the entire downtown community, were such that we looked forward to protesting the renewal of its liquor license when it reached you – the "Local Governing Body" – during its renewal process before the end of this year.

However, a recent proposal by Anchorage entrepreneur Bruce Burnett – shared with the ADP Board of Directors at our meeting on December 13, 2012 – **presents an opportunity to cease operations of Rumrunners and allow redevelopment of the property as a casual dining restaurant.**

At our December 13, 2012, meeting, Mr. Burnett proposed: immediate closure of Rumrunners; purchasing the Rumrunners beverage dispensary license from Gallo; purchasing the fixtures and other business equipment for re-use; and leasing the Rumrunners building to open a new casual dining restaurant.

While this proposal was met with some skepticism – and we posed serious, difficult questions about his proposal – our Board concluded the meeting convinced that Mr. Burnett's proposed restaurant would be different, his commitments to the community would be honored, and that his proposal was in the best interests of the downtown community.

Additionally, our Board is concerned that, should the Assembly choose to protest the license, Rumrunners would close, leaving behind a vacant building in downtown as the inevitable litigation between Rumrunners and the City would make its way through the legal system. This outcome is <u>not</u> in the best interest of downtown Anchorage.

Therefore, Anchorage Downtown Partnership, Ltd. respectfully requests that **the Anchorage Assembly not protest the renewal of the Rumrunners liquor license contingent upon the following:**

1. That, as a condition of non-protest of renewal of the liquor license by the Anchorage Assembly, Rumrunners be closed immediately and never be allowed to re-open;

2. That, in addition to non-protest of renewal, the Assembly approve the transfer of ownership of the liquor license to Burnett/Burnett's company subject to the standard conditions of law and regulation associated with transfers of ownership and the other conditions set out in this letter;

3. That the existing Conditional Use issued by the Anchorage Assembly for this licensed premises and this location be modified to require that the restaurant business proposed by Burnett shall be a "bona fide" restaurant (as described in sections 3 AAC 304.725 and 3 AAC 304.745 of Alaska Administrative Code);

4. That alcohol sales sat the "bona fide" restaurant be no more than twenty five percent (25%) of the gross sale of the business; and

5. That adult entertainment be forbidden at the premises (as defined by AMC 10.40.050.)

Anchorage Downtown Partnership, Ltd. believes this is the best solution to a bad situation, and encourages the Anchorage Assembly to not protest the renewal of the Rumrunners liquor license and approve transfer of the license to Bruce Burnett.

Thank you for your attention in this matter.

Sincerely,

Daniel Mitchell

Daniel Mitchell
President
Anchorage Downtown Partnership, Ltd.

Christopher M. Schutte
Executive Director
Anchorage Downtown Partnership, Ltd.

CC: Anchorage Assembly
Mayor Dan Sullivan
Paul Nangle, Downtown Community Council
Mr. Bruce Burnett

SUNSHINE PLAZA, LLC
FOURTH AVENUE MARKET PLACE

411 West 4th Avenue Suite 200
Anchorage, AK 99501
Telephone (907) 278-3263
Facsimile (907) 222-4852

3737 Manoa Road
Honolulu, HI 96822
Telephone (808) 946-2966
Facsimile (808) 943-3140

December 5, 2012

Dear Anchorage Assembly:

I am a downtown property owner. I own the Sunshine Mall and the Fourth Avenue Market Place on 4th Avenue.

I am writing you to ask that you approve the transfer of the Rumrunners' liquor license to the Bear Paw Restaurant, LLC of which Bruce Burnett is the principal Managing Member. Mr. Burnett is planning on opening a restaurant at the 4th Avenue and E street corner location. I have known Mr. Burnett for many years. I know that his restaurant on Tudor and C Street is very well run without any problems

A good restaurant would be a very good thing for downtown Anchorage. An empty building downtown on the corner of 4th and E would not be a good thing. If the Assembly does not approve the transfer of the liquor license owned by Rumrunners to Bear Paw Restaurant, LLC, the building will likely be empty for some time.

The Assembly can put conditions on the business that will insure a good operating restaurant. This will insure that downtown Anchorage gets a good restaurant upon the approval of the liquor license transfer.

Thank you for your consideration. If you have any questions, please feel free to contact me directly at (808) 946-2966.

Sincerely

SUNSHINE PLAZA, LLC
FOURTH AVENUE MARKET PLACE

James W. Y. Wong

JWYW

F:\data\cl\txt45\FF1881

Grizzly's, Inc.

Grizzly's Gifts
Historic Anchorage Hotel

519 West 4th Avenue
Anchorage, Alaska 99501-2211

December 4, 2012

Downtown Community Council
Officers and Members

Council members:

I would like to speak on behalf of Bruce Burnett and his attempts to acquire Rumrunner's liquor license for the purpose of opening a new TGI Friday Restaurant and Bar in Downtown Anchorage. As the former founder, owner and responsible operator of Rumrunner's from 1993 through 2007, and more importantly, the person who sold the business, liquor license and building to the current operators of Rumrunner's, I feel that I hold a unique perspective that I hope can be of help.

First of all, I am very concerned about proposals from certain Assembly members that in essence would kill the possibility of a nationally branded, well-operated chain restaurant opening in our downtown. Several years ago during my process of selling Rumrunner's, I approached many national chain operations with proposals to purchase the business and building but was not successful. Since I also have 3 other businesses within a few feet of Rumrunner's operation (Grizzly's Gifts, The Historic Anchorage Hotel and Phillips Cruises & Tours) I had and continue to have a keen interest in keeping the neighborhood vital and stable. Unfortunately, under false assurances of being a good neighbor and a good operator, I sold the license to Mr. Gallo and entered into a lease agreement with an option to purchase the building within two years. Mr. Gallo chose to exercise his option to purchase in May of 2010. It was during this period after the purchase of the building that Rumrunner's began a period of gross mismanagement. In my opinion, downtown Anchorage now has a wonderful opportunity to turn this negative into an exceptional positive. When was the last time a national chain store or restaurant opened in our downtown and in particular on the street level? We ought to be rejoicing and opening our arms to this purchase instead of putting up barriers. I believe the alternative will be another vacant, boarded up building…another 25 jobs lost, another missed opportunity for downtown revitalization. A national chain can bring new life to a downtown center and Anchorage simply cannot afford to say no to such a possibility.

Bruce Burnett has proven himself to be a good operator of a successful restaurant and bar in Midtown for 10 years now. I trust that with his business experience and expertise, he will be a great addition to the downtown neighborhood. Please help open the door to this possibility by lending support for Mr. Burnett's positive and timely proposition.

Sincerely

Bob Neumann
Grizzly's Gifts, The Historic Anchorage Hotel, Phillips Cruises & Tours, LLC

(907) 279-2039 • Fax (907) 278-4931
email: grizzlysgifts@alaska.com





O·R·S·O

"the place to be"

Friday, December 7, 2012

To whom it may concern:

I write this letter as a business owner and as a founding member of the Anchorage Downtown Partnership and someone that truly cares about Anchorage.

When the Anchorage Downtown Partnership was envisioned we spoke passionately about the "Heart Of The City" and how we could change it for "All Alaskans". Our intent was to ensure through community involvement a " Clean-Safe & Vital" downtown. Anchorage's downtown would not only be the "Heart Of The City" but the "Heart Of Alaska", "Alaska's Downtown", a place for all Alaskans to gather and celebrate life in Alaska. Over the years The Downtown Partnership has greatly improved the cleanliness and vitality downtown. Downtown events that provide "Vitality" that never occurred in the past are now a point of pride within the city.

The issue we all continue to face is ***Downtown is not safe.*** Look at the statics for the downtown area: shootings – rape's – fighting - stabbings are now a weekly occurrence. No amount of Vitality and Cleanliness can over come the lack of perceived or actual safety.

During the last 23 years I have been a part of hundreds of meetings about the homeless, youth crime, inebriate's, over serving in bars and restaurants, plans for attracting the visitor and plans for growing the downtown core. Looking back it is sad for me to see how little progress has been made and how much potential has been lost in Anchorage. All these meetings had the intent of citizens and government working together to provide solutions to the chronic problems and create business opportunities in downtown and throughout the city. I wish I could say things are safer today, that downtown business vitality has improved, that downtown is truly "The Heart Of Alaska" but with all these efforts the *problems are greater now than when we began.*

When we look at Anchorage and the problems we face we must realize that what happens here is a reflection of who we are as "Alaskans". Anchorage in very different from other cities, wherepeople can come from other states and cities and cause problems, just to drive a few miles back to their hometown. In Anchorage the mountains and the sea surround us so we only need to ask who is responsible for these problems and to realize it is *Us* "Alaskans Hurting Alaskans".

It is our responsibility to solve these issues. *We as leaders become the problem if we do not have the backbone to provide the leadership and resources to solve these tough issues.*

Downtown *is* the "Heart Of The City", without a healthy "Heart" the city will loose the magic Anchorage has to offer that we all enjoy. We will loose our image in the world as a pristine and wonderful place to visit, live, raise a family or open a business.

We do not need a commission a study group or a consultant to tell us what we all know. Anchorage has a problem in the downtown and it is ours to solve. We need to start now! No other Downtown issue should be attempted until safety and security is a part of the Anchorage downtown culture.

I am speaking for my business the Glacier BrewHouse and ORSO

- I support the resolution of the "Downtown Community Counsel" to immediately close Rum Runners and to transfer the license without protest to a "Bona fide " Restaurant.

- I support this, as I believe this is the best solution to a bad situation. I do it with the hope that this will be a first step of many to solving Downtown issues.

- As a Business owner I request the establishment of a downtown community police team. This policing plan is not as a short-term plan but part of a long-term effort. We need a consistent police team that my managers can know and trust to partner with in solving issues before the start. This has been discussed before *It is time now to implement.*

- I support the development of a comprehensive security oversight team comprised of downtown business, bars, restaurants and the police. This team needs to insure we solve the safety issues as partners not adversaries in a timely fashion. I recommend that the chair be the downtown assembly representative.

Thank you for your leadership and your commitment to resolving these issues.

Respectfully,

Chris Anderson
Glacier BrewHouse | ORSO

Exhibit G - AR 2015-1 A Resolution of the Anchorage Municipal Assembly stating its protest regarding transfer of Beverage Dispensary liquor license #4531 and duplicate licenses #4551 and #4552 for premises located at 901 West 6th Avenue, Anchorage, Alaska; giving notice of reasons for protest; and further providing for Public Hearing before the Assembly on the exercise or waiver of this protest.

Submitted by: ASSEMBLY MEMBER FLYNN
ASSEMBLY CHAIR TRAINI
ASSEMBLY MEMBER HONEMAN
Prepared by: Assembly Counsel
Reviewed by: Dept. of Law
For reading: January 13, 2015

Failed
2/17/2015

ANCHORAGE, ALASKA
AR NO. 2015-1

A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY STATING ITS PROTEST REGARDING TRANSFER OF BEVERAGE DISPENSARY LICENSE #4531 AND DUPLICATE LICENSES #4551 AND #4552 FOR PREMISES LOCATED AT 901 WEST 6TH AVENUE, ANCHORAGE, ALASKA; GIVING NOTICE OF REASONS FOR PROTEST; AND FURTHER PROVIDING FOR PUBLIC HEARING BEFORE THE ASSEMBLY ON THE EXERCISE OR WAIVER OF THIS PROTEST.

WHEREAS, the Anchorage Assembly is in receipt of applications from the Alcoholic Beverage Control (ABC) Board for transfer of ownership (with security interest) from La Mexicana, Inc. to Robert Alexander of beverage dispensary license #4531 and duplicate licenses #4551 and #4552 for premises located at 901 West 6th Avenue, Anchorage, Alaska Exhibit A);

WHEREAS, standards governing Assembly protests to the ABC Board in AMC 2.30.125 and 3 AAC 304.180 include:

- Land use consideration – Is there a permanent negative impact greater than that anticipated from permitted development on pedestrian and vehicular traffic circulation and safety; the demand for and availability of public services and facilities; noise, air, water or other forms of environmental pollution; maintenance of compatible and efficient development patterns and land use intensities?

- Training – Does the applicant demonstrate prospective compliance with a program for techniques in alcohol management (T.A.M.)?

- Operations procedures – Does the applicant demonstrate prospective compliance with operations procedures for licensed premises described in AMC 10.50.035?

- Public safety considerations -- Does the applicant demonstrate the ability to maintain order and prevent unlawful conduct in licensed premises, including any adjacent area under the control or management of the licensee?

- Public health – Has the operator engaged in a pattern of practices injurious to public health or safety, such as committing serious violations of state law relevant to public health or safety, or other actions within the knowledge and control of the operator which place the public health or safety at risk?

- Are the transferee and transferee's affiliates trustworthy and fit to fully and responsibly conduct a licensed business without potential source of harm to the public?

WHEREAS, Anchorage Municipal Code and state law provide the Anchorage Assembly the opportunity to protest a license transfer upon facts that render the particular application objectionable to the local governing body, or may be based upon a general public policy with a reasonable basis in fact, not contrary to law, and not patently inapplicable to the particular application;

WHEREAS, within the most recent six – eight year period, the Municipality of Anchorage has faced increasing public safety challenges in the downtown business district related to bar break and changes in the operational profiles of licensed premises;

WHEREAS, in recognition that the operational profile, especially in the split of gross receipts attributable to alcohol, contributes to the public safety, noise, litter, and operational management outcome, the Anchorage Assembly has increasingly scrutinized the proposed use of a licensed premises under the license transfer application, distinguishing between a dining establishment with full beverage dispensary service under the conditional land use permit for alcohol use, and use of the licensed premises as a dance club with food service;

WHEREAS, the specific location of 901 West 6th Avenue had decades-long restaurant operation, as Thompson's Restaurant, the Harbor Restaurant, and La Mex. In 2006, the Anchorage Assembly took special measures to retain the restaurant profile in the land use permit: 60% food sales; open for lunch every day at 11:00 a.m.; full menu food service until 1:00 a.m. (Exhibit B);

WHEREAS, in the 2006 approval, public safety considerations were addressed by providing a 15-member security team with National Hospitality & Security Alliance training; 32 DVR surveillance cameras; provision for additional security staff to monitor the area within a six-block circumference, and T.A.M. training for all employees except kitchen staff (Exhibit B);

WHEREAS, prior licensee implementation of these public safety, use, and mitigation considerations proved insufficient for public health and safety and at least seven (7) ABC Board Notices of Violation were issued against the licensed premises at this location between 2009 and 2012 (Exhibit C). The negative land use impact of a club profile offering recorded music, live music, and patron dancing, open until 2:30 a.m. on week nights, and 3:00 a.m. on weekends, has been demonstrated to the Assembly in the history of prior operations at this location;

WHEREAS, the Anchorage Assembly in 2013 reviewed the transfer of beverage dispensary duplicate use and license #5260 at another downtown location (415 E Street), after experiencing negative land use impact. The emphasis on maintaining a bona fide restaurant was emphasized with sale of alcoholic beverages not to exceed 25% (Exhibit D);

WHEREAS, not shown in the ABC application for transfer of beverage dispensary licenses #4351, #4551, and #4552, Mr. Robert Alexander has held State of Alaska business licenses as sole proprietor of Fusions Bar & Grill (issue date September 20, 2013) and as co-owner in partnership with Han Young Cho (issue date February 11, 2014) (Exhibit E);

WHEREAS, not shown on the ABC application for transfer of beverage dispensary licenses #4351, #4551 and #4552, Mr. Robert Alexander in his capacity as sole proprietor, *dba* Fusions Bar & Grill, and subsequently as a partner, is a named Respondent in the Final Decision and Order, Alaska Workers' Compensation Board (AWCB) Decision No. 14-0137, AWCB Case No. 700004468, October 10, 2014, which includes findings of fact and factual conclusions that are either undisputed or established by a preponderance of the evidence before the Alaska Worker's Compensation Board (Exhibit F -- Per Department of Labor, hearing to address the petition for modification is scheduled for 2/4/15);

WHEREAS, the ABC Board "Bar File" for Fusions Bar & Grill includes the investigative materials, transcript excerpt, attachments, and judgment against Hong & Lee's Inc. in Case No. 3AN-14-01730CR concerning operational issues at Fusions Bar & Grill (Exhibit G);

WHEREAS, the Anchorage Assembly heard public testimony on December 2, 2014, and received written comment from individuals and entities concerning the transfer of beverage dispensary licenses #4351, #4551 and #4552 (Exhibit H);

WHEREAS, under cover letter dated December 18, 2014, Mr. Robert Alexander has provided the Anchorage Assembly with the proposed Business Plan for Tri-Grill Downtown and L.E.D Ultra Lounge (Exhibit I);

WHEREAS, public hearing on the exercise or waiver of protest has been duly scheduled for January 27, 2015;

WHEREAS, the proposed findings in Section 1 of this Assembly Resolution state the reasons for the protest and a copy of this Assembly Resolution and the accompanying Assembly Memorandum of Exhibits have been provided to the applicants and representatives by no later than 21 days in advance of public hearing on January 27, 2015;

WHEREAS, on January 27, 2015, the Assembly having reviewed the standards for protest and the exhibits, held public hearing, reviewed and deliberated the proposed findings in support of protest;

NOW, THEREFORE, THE ANCHORAGE ASSEMBLY hereby enters its protest regarding the proposed transfer of beverage dispensary licenses #4351, #4551 and #4552; and further resolves:

Section 1: The Anchorage Assembly makes the following findings in support of the protest. Each finding, taken alone, is considered by the Anchorage Assembly as independent grounds for protest:

Finding 1. Historical experience with this location since at least 2009, and with one or more other downtown locations, demonstrates to the Anchorage Assembly as a matter of general public policy, there is a permanent negative impact greater than that anticipated from permitted development, on a) pedestrian and vehicular traffic circulation and

safety; b) the demand for and availability of public services and facilities; and c) noise and public litter, when the licensed premises is operated under a business plan such as the one proposed by Mr. Robert Alexander (Exhibit I). Mr. Alexander's business plan is insufficient to ameliorate the negative impact to surrounding land use, public health, and public safety, experienced by the municipality at this location.

Finding 2. The business plan proposed by Mr. Robert Alexander (Exhibit I), taken together with public testimony, written comment (Exhibit H), sole proprietorship of Fusions Bar & Grill, partnership proprietorship of Fusions Bar & Grill, restaurant management responsibility for Fusions Bar & Grill (Exhibits E & G), failure to responsibly provide Workers' Compensation Insurance (Exhibit F), is insufficient to demonstrate prospective compliance with alcohol management training and requisite operational procedures.

Finding 3. The business plan proposed by Mr. Robert Alexander, taken together with public testimony and written comment (Exhibit H), sole proprietorship of Fusions Bar & Grill, partnership proprietorship of Fusions Bar & Grill, restaurant management responsibility for Fusions Bar & Grill (Exhibits E & G), is insufficient to demonstrate the applicant's ability to maintain order and prevent unlawful conduct in the licensed premises.

Finding 4. The business plan proposed by Mr. Robert Alexander is insufficient to overcome concerns by the Anchorage Assembly with respect to prior actions and inactions within the knowledge and control of Mr. Alexander affecting health and safety of workers, demonstrated by the failure to responsibly provide Workers' Compensation Insurance (Exhibit F).

Finding 5. The business plan proposed by Mr. Robert Alexander is insufficient to demonstrate trustworthiness and fitness to responsibly conduct a licensed business without potential harm to the public interest in areas of a) alcohol management training in light of public testimony (Exhibit H); b) record keeping and financial management practices (Exhibits F & G); and c) inconsistent public record disclosures (Exhibits A & E, F, G).

Section 2. A copy of this Assembly Resolution may be presented to the Alcoholic Beverage Control Board as proof that the Anchorage Assembly, as the local governing body, has stated its protest after public hearing on January 27, 2015.

PASSED AND APPROVED by the Anchorage Assembly this _____ day of _____, 2015.

_____
Chair

ATTEST:

_____
Municipal Clerk

MUNICIPALITY OF ANCHORAGE
ASSEMBLY MEMORANDUM

See AM 3-2015(A) As Amended

No. AM 3-2015

Meeting Date: January 13, 2015

From: ASSEMBLY MEMBER FLYNN

Subject: **AR 2015– 1 A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY STATING ITS PROTEST REGARDING TRANSFER OF BEVERAGE DISPENSARY LICENSE #4531 AND DUPLICATE LICENSES #4551 AND #4552 FOR PREMISES LOCATED AT 901 WEST 6TH AVENUE, ANCHORAGE, ALASKA; GIVING NOTICE OF REASONS FOR PROTEST; AND FURTHER PROVIDING FOR PUBLIC HEARING BEFORE THE ASSEMBLY ON THE EXERCISE OR WAIVER OF THIS PROTEST.**

AR 2015-1 references the following Exhibits, as attached to this Assembly Memorandum for ease of tracking and reference:

Exhibit A: Transfer of Ownership (with security interest) applications for transfer of beverage dispensary licenses #4531; #4551; and #4552 from La Mexicana, Inc. to Robert Alexander *dba* L.E.D Ultra Lounge & Grill.

Exhibit B: AR 2006-60, AM 149-2006, with excerpt of Conditional Use-Alcohol 2006-039, for 901 West 6th Avenue land use (*dba* Platinum Jaxx Bar & Grill.)

Exhibit C: Notice of Violation History at 901 West 6th Avenue (*dba* Platinum Jaxx Bar & Grill).

Exhibit D: AR 2013-268 and AM 587-2013 for premises located at 415 E Street (*dba* Hard Rock Café).

Exhibit E: Status of State of Alaska Business License 994667, Robert Alexander, Sole Proprietor, Fusions Bar & Grill; License 1001049, Robert Alexander and Han Young Cho, Partnership, Fusions Bar & Grill.

Exhibit F: Final Decision and Order, Alaska Workers' Compensation Board (AWCB) Decision No. 14-0137, AWCB Case No. 700004468, filed with the AWCB, Anchorage Alaska on October 10, 2014 (Per Department of Labor, hearing to address the petition for modification is scheduled for 2/4/15).

Exhibit G: Memorandum to ABC Board Chair Klein through Director Cynthia Franklin dated September 29, 2014, with attachments from file for License No. 598 (*dba* Fusions Bar & Grill).

Exhibit H: Public testimony and written comment received by the Assembly related to the transfers (December 2, 2014).

Exhibit I: Business Plan submitted by Robert Alexander with cover letter to Assembly dated December 18, 2014.

Public hearing on the exercise or waiver of protest is scheduled for January 27, 2014.

Respectfully submitted:

Patrick Flynn,
Assembly Member District 1

MUNICIPALITY OF ANCHORAGE
ASSEMBLY MEMORANDUM
No. AM 3-2015(A)

Meeting Date: January 13, 2015

From: ASSEMBLY MEMBER FLYNN

Subject: **AR 2015– 1 A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY STATING ITS PROTEST REGARDING TRANSFER OF BEVERAGE DISPENSARY LICENSE #4531 AND DUPLICATE LICENSES #4551 AND #4552 FOR PREMISES LOCATED AT 901 WEST 6TH AVENUE, ANCHORAGE, ALASKA; GIVING NOTICE OF REASONS FOR PROTEST; AND FURTHER PROVIDING FOR PUBLIC HEARING BEFORE THE ASSEMBLY ON THE EXERCISE OR WAIVER OF THIS PROTEST.**

AR 2015-1 references the following Exhibits, as attached to this Assembly Memorandum for ease of tracking and reference:

Exhibit A: Transfer of Ownership (with security interest) applications for transfer of beverage dispensary licenses #4531; #4551; and #4552 from La Mexicana, Inc. to Robert Alexander *dba* L.E.D Ultra Lounge & Grill.

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Exhibit I: Business Plan submitted by Robert Alexander with cover letter to Assembly dated December 18, 2014.

Exhibit J: Anchorage Police Department Data regarding calls for service for Platinum Jaxx, LED Ultra Lounge, and crime density displays as well as calls for Fusions.

Public hearing on the exercise or waiver of protest is scheduled for January 27, 2014.

Respectfully submitted:

Patrick Flynn,
Assembly Member District 1

THE STATE of ALASKA
GOVERNOR SEAN PARNELL

Department of Commerce, Community, and Economic Development
ALCOHOLIC BEVERAGE CONTROL BOARD
2400 Viking Drive
Anchorage, Alaska 99501
Main: 907.269.0350
Fax: 907.334.2285

October 14, 2014

Municipality of Anchorage
Attn: Jamie Heinz, Business License Official
VIA Email: heinzjl@muni.org
moserak@muni.org
munilicenses@muni.org

Robert Alexander – Beverage Dispensary License #4531 DBA Tri-Grill

☐ **New Application** ☑ **Transfer of Ownership** ☐ **Transfer of Location**

☐ **Restaurant Designation Permit** ☐ **DBA Name Change**

We have received an application for the above listed licenses (see attached application documents) within your jurisdiction. This is the notice as required under AS 04.11.520. Additional information concerning filing a "protest" by a local governing body under AS 04.11.480 is included in this letter.

A local governing body as defined under AS 04.21.080(11) may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the board **and** the applicant with a clear and concise written statement of reasons in support of a protest within 60 days of receipt of this notice. If a protest is filed, the board will not approve the application unless it finds that the protest is "arbitrary, capricious and unreasonable". Instead, in accordance with AS 04.11.510(b), the board will notify the applicant that the application is denied for reasons stated in the protest. The applicant is entitled to an informal conference with either the director or the board and, if not satisfied by the informal conference, is entitled to a formal hearing in accordance with AS 44.62.330-44.62-630. **IF THE APPLICANT REQUESTS A HEARING, THE LOCAL GOVERNING BODY MUST ASSIST IN OR UNDERTAKE THE DEFENSE OF ITS PROTEST.**

Under AS 04.11.420(a), the board may not issue a license or permit for premises in a municipality where a zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages, unless a variance of the regulation or ordinance has been approved. Under AS 04.11.420(b) municipalities must inform the board of zoning regulations or ordinances which prohibit the sale or consumption of alcoholic beverages. If a municipal zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages at the proposed premises and no variance of the regulation or ordinance has been approved, please notify us and provide a certified copy of the regulation or ordinance if you have not previously done so.

Protest under AS 04.11.480 and the prohibition of sale or consumption of alcoholic beverages as required by zoning regulation or ordinance under AS 04.11.420(a) are two separate and distinct subjects. Please bear that in mind in responding to this notice.

EXHIBIT A

AS 04.21.010(d), if applicable, requires the municipality to provide written notice to the appropriate community council(s).

If you wish to protest the application referenced above, please do so in the prescribed manner and within the prescribed time. Please show proof of service upon the applicant. For additional information please refer to 3 AAC 304.145, Local Governing Body Protest.

Note: Applications applied for under AS 04.11.400(g), 3 AAC 304.335(a)(3), AS 04.11.090(e), and 3 AAC 304.660(e) must be approved by the governing body.

Sincerely,



Sarah D. Oates
Records & Licensing Supervisor
sarah.oates@alaska.gov
(907)269-0356

State of Alaska
Alcoholic Beverage Control Board

Date of Notice: October 14, 2014

Application Type: **NEW**_____ ✓ **TRANSFER**

✓ Ownership
_____Location
_____Name Change

Governing Body: **Municipality of Anchorage**
Community Councils: Downtown Community Council

License #: 4531
D.B.A.: Tri-Grill
Licensee/Applicant: Robert Alexander
Physical Location: 901 West 6th Avenue, Anchorage, AK 99501
Mailing Address: 2234 Stockdale Circle, Anchorage, AK 99515
Telephone #: 907-229-2053
EIN: 47-1503481

Corp/LLC Agent:	Address	Phone	Date and State of Incorporation	Good standing?
N/A				

Please note: the Members/Officers/Directors/Shareholders (principals) listed below are the principal members. There may be additional members that we are not aware of because they are not primary members. We have listed all principal members and those who hold at least 10% shares.

Member/Officer/Director:	DOB	Address	Phone	Title/Shares (%)
N/A				

If **transfer** application, current license information:

Current D.B.A.: Tri-Grill
Current Licensee: La Mexicana, Inc.
Current Location: 901 West 6th Avenue, AK 99501

Additional comments:

A local governing body as defined under AS 04.21.080(11) may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the board **and** the applicant with a clear and concise written statement of reasons in support of a protest within 60 days of receipt of this notice. If a protest is filed, the board will not approve the application unless it finds that the protest is "arbitrary, capricious and unreasonable". Instead, in accordance with AS 04.11.510(b), the board will notify the applicant that the application is denied for reasons stated in the protest. The applicant is entitled to an informal conference with either the director or the board and, if not satisfied by the informal conference, is entitled to a formal hearing in accordance with AS 44.62.330-44.62-630. **IF THE APPLICANT REQUESTS A HEARING, THE LOCAL GOVERNING BODY MUST ASSIST IN OR UNDERTAKE THE DEFENSE OF ITS PROTEST.**

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Protest under AS 04.11.480 and the prohibition of sale or consumption of alcoholic beverages as required by zoning regulation or ordinance under AS 04.11.420(a) are two separate and distinct subjects. Please bear that in mind in responding to this notice.

AS 04.21.010(d), if applicable, requires the municipality to provide written notice to the appropriate community council(s).

If you wish to protest the application referenced above, please do so in the prescribed manner and within the prescribed time. Please show proof of service upon the applicant. For additional information please refer to 3 AAC 304.145, Local Governing Body Protest.

Note: Applications applied for under AS 04.11.400(g), 3 AAC 304.335(a)(3), AS 04.11.090(e), and 3 AAC 304.660(e) must be approved by the governing body.

Sincerely,



Sarah D. Oates
Records & Licensing Supervisor
sarah.oates@alaska.gov
(907)269-0356

Alcoholic Beverage Control Board
2400 Viking Drive
Anchorage, AK 99501

Transfer Liquor License

(907) 269-0350
Fax: (907) 334-2285
http://commerce.alaska.gov/dnn/abc/Home.aspx

License is: ☑ Full Year OR ☐ Seasonal List Dates of Operation: _____

SECTION A - LICENSE INFORMATION

FEES

License Year: 2014|2015
License #: 4531
License Type: Beverage Dispensary
Statute Reference Sec. 04.11. 090

Filing Fee: $100.00
Rest. Desig. Permit Fee: *($50.00)* $50
Fingerprint: $51.50 *($51.50 per person)*
TOTAL 201.50

Local Governing Body: (City, Borough or Unorganized)
Municipality of Anchorage

Community Council Name(s) & Mailing Address:
Downtown Community Council

Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership):
Robert Alexander

Doing Business As (Business Name):
Tri-Grill

Business Telephone Number:
907-229-2053
Fax Number:
907-334-9890

Mailing Address:
2234 Stockdale Circle
City, State, Zip:
Anchorage, AK 99515

Street Address or Location of Premises:
901 West 6th Avenue
Anchorage, AK 99501

Email Address:
roba@gci.net

Is any shareholder related to the current owner? ☐Yes ☑No
If "yes" please state the relationship _____

SECTION B - TRANSFER INFORMATION

☐ Regular Transfer

☑ Transfer with security interest: Any instrument executed under AS 04.11.670 for purposes of applying AS 04.11.360(4)(b) in a later involuntary transfer, must be filed with this Application. Real or personal property conveyed with this transfer must be described. Provide security interest documents.

☐ Involuntary Transfer. Attach documents which evidence default under AS 04.11.670.

Name and Mailing Address of ***CURRENT*** Licensee:
La Mexicana, Inc.
PO Box 92480
Anchorage, AK 99509

Business Name (dba) ***BEFORE*** transfer:
Tri-Grill

Street Address or Location ***BEFORE*** transfer:
901 West 6th Avenue
Anchorage, AK 99501

SECTION C - PREMISES TO BE LICENSED

Distance to closest school grounds:
0.7 mi

Distance measured under:
☑ AS 04.11.410 ***OR***
☐ Local ordinance No. ____

Distance to closest church:
0.1 mi

Distance measured under:
☑ AS 04.11.410 ***OR***
☐ Local ordinance No. ____

☐ Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality.
☐ Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality.
☑ Not applicable

Premises to be licensed is:
☐ Proposed building
☑ Existing facility
☐ New building

☐ Plans submitted to Fire Marshall (required for new & proposed buildings)
☑ Diagram of premises attached

Alcoholic Beverage Control Board
2400 Viking Drive
Anchorage, AK 99501

Transfer Liquor License

(907) 269-0350
Fax: (907) 334-2285
http://commerce.alaska.gov/dnn/abc

SECTION D – LICENSEE INFORMATION

1. Does any individual, corporate officer, director, limited liability organization member, manager or partner named in this application have any direct or indirect interest in any other alcoholic beverage business licensed in Alaska or any other state?

☑ Yes ☐ No If **Yes**, complete the following. Attach additional sheets if necessary.

Name	Name of Business	Type of License	Business Street Address	State
Robert Alexander	LED Ultra Lounge	BD - Dup	901 W 6th Ave	AK
	; Tri-Enrill	BD		

2. Has any individual, corporate officer, director, limited liability organization member, manager or partner named in this application been convicted of a felony, a violation of AS 04, or been convicted as a licensee or manager of licensed premises in another state of the liquor laws of that state?

☐ Yes ☑ No If **Yes**, attach written explanation.

SECTION E – OWNERSHIP INFORMATION - CORPORATION

Corporations, LLCs, LLPs and LPs must be registered with the Dept. of Community and Economic Development.

Name of Entity (Corporation/LLC/LLP/LP) (or N/A if an Individual ownership): N/A		Telephone Number:	Fax Number:
Corporate Mailing Address:	City:	State:	Zip Code:
Name, Mailing Address and Telephone Number of Registered Agent:		Date of Incorporation OR Certification with DCED:	State of Incorporation:

Is the Entity in "Good Standing" with the Alaska Division of Corporations? ☐ Yes ☐ No
If no, attach written explanation. Your entity ***must*** be in compliance with Title 10 of the Alaska Statutes to be a valid liquor licensee.

Entity Members (Must include President, Secretary, Treasurer, Vice-President, Manager and Shareholder/Member with at least 10%)

Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth
N/A					

Transfer Liquor License

Alcoholic Beverage Control Board
2400 Viking Drive
Anchorage, AK 99501

(907) 269-0350
Fax: (907) 334-2285
http://commerce.alaska.gov/dnn/abc/Home.aspx

NOTE: If you need additional space, please attach a separate sheet.

SECTION F – OWNERSHIP INFORMATION – SOLE PROPRIETORSHIP (INDIVIDUAL OWNER & SPOUSE)

Individual Licensees/Affiliates (The ABC Board defines an "Affiliate" as the spouse or significant other of a licensee. Each Affiliate must be listed.)

Name: Robert Alexander Address: 2234 Stockdale Circle Home Phone: 907-229-2053 Work Phone:	Applicant x Affiliate ☐ Date of Birth: 2-22-67	Name: Address: Home Phone: Work Phone:	Applicant ☐ Affiliate ☐ Date of Birth:
Name: Address: Home Phone: Work Phone:	Applicant ☐ Affiliate ☐ Date of Birth:	Name: Address: Home Phone: Work Phone:	Applicant ☐ Affiliate ☐ Date of Birth:

Declaration

- I declare under penalty of perjury that I have examined this application, including the accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct and complete, and this application is not in violation of any security interest or other contracted obligations.
- I hereby certify that there have been no changes in officers or stockholders that have not been reported to the Alcoholic Beverage Control Board. The undersigned certifies on behalf of the organized entity, it is understood that a misrepresentation of fact is cause for rejection of this application or revocation of any license issued.
- I further certify that I have read and am familiar with Title 4 of the Alaska statutes and its regulations, and that in accordance with AS 04.11.450, no person other than the licensee(s) has any direct or indirect financial interest in the licensed business.
- I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

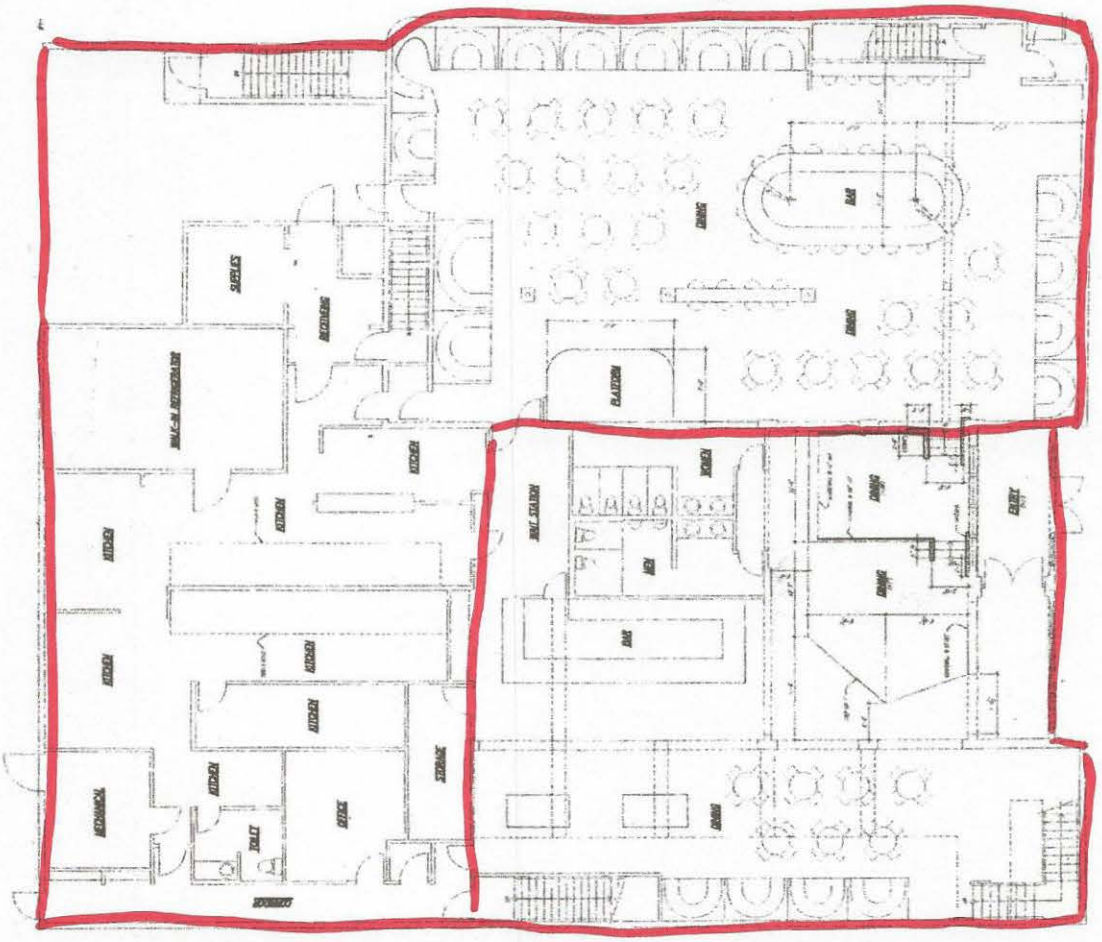
Signature of Current Licensee(s)	Signature of Transferee(s)
Signature: Trina Johnson	Signature: Robert Alexander
Signature	Signature
Name & Title (Please Print): TRINA Johnson	Name & Title (Please Print): Robert Alexander
Subscribed and sworn to before me this 7th day of July, 2014	Subscribed and sworn to before me this 7th day of July, 2014
Notary Public in and for the State of Alaska: Angela M. Arturo	Notary Public in and for the State of Alaska: Angela M. Arturo
My commission expires: 11/1/17	My commission expires: 11/1/17

ANGELA M. ARTURO NOTARY PUBLIC STATE OF ALASKA

PLATINUM JAXX–TENANT IMPROVEMENT

A1

#4531 "Tri-Grill"



FIRST FLOOR PLAN

#4552
"L.E.D. Ultra Lounge & Grill"

THE STATE of ALASKA
GOVERNOR SEAN PARNELL

Department of Commerce, Community, and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD

2400 Viking Drive
Anchorage, Alaska 99501
Main: 907.269.0350
Fax: 907.334.2285

October 14, 2014

Municipality of Anchorage
Attn: Jamie Heinz, Business License Official
VIA Email: heinzjl@muni.org
moserak@muni.org
munilicenses@muni.org

Robert Alexander: Beverage Dispensary – Duplicate License #4551 DBA L.E.D Ultra Lounge & Grill

☐ **New Application** ☑ **Transfer of Ownership** ☐ **Transfer of Location**

☐ **Restaurant Designation Permit** ☐ **DBA Name Change**

We have received an application for the above listed licenses (see attached application documents) within your jurisdiction. This is the notice as required under AS 04.11.520. Additional information concerning filing a "protest" by a local governing body under AS 04.11.480 is included in this letter.

A local governing body as defined under AS 04.21.080(11) may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the board **and** the applicant with a clear and concise written statement of reasons in support of a protest within 60 days of receipt of this notice. If a protest is filed, the board will not approve the application unless it finds that the protest is "arbitrary, capricious and unreasonable". Instead, in accordance with AS 04.11.510(b), the board will notify the applicant that the application is denied for reasons stated in the protest. The applicant is entitled to an informal conference with either the director or the board and, if not satisfied by the informal conference, is entitled to a formal hearing in accordance with AS 44.62.330-44.62-630. **IF THE APPLICANT REQUESTS A HEARING, THE LOCAL GOVERNING BODY MUST ASSIST IN OR UNDERTAKE THE DEFENSE OF ITS PROTEST.**

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Sincerely,



Sarah D. Oates
Records & Licensing Supervisor
sarah.oates@alaska.gov
(907)269-0356

State of Alaska
Alcoholic Beverage Control Board

Date of Notice: October 14, 2014

Application Type: **NEW**_____

__✓__ **TRANSFER**
__✓__ Ownership
_____ Location
_____ Name Change

Governing Body: **Municipality of Anchorage**
Community Councils: Downtown Community Council

License #: 4551
D.B.A.: L.E.D Ultra Lounge & Grill
Licensee/Applicant: Robert Alexander
Physical Location: 901 West 6th Avenue, Anchorage, AK 99501
Mailing Address: 2234 Stockdale Circle, Anchorage, AK 99515
Telephone #: 907-229-2053
EIN: 47-1503481

Corp/LLC Agent:	Address	Phone	Date and State of Incorporation	Good standing?
N/A				

Please note: the Members/Officers/Directors/Shareholders (principals) listed below are the principal members. There may be additional members that we are not aware of because they are not primary members. We have listed all principal members and those who hold at least 10% shares.

Member/Officer/Director:	DOB	Address	Phone	Title/Shares (%)
N/A				

If **transfer** application, current license information:

Current D.B.A.: L.E.D Ultra Lounge & Grill
Current Licensee: La Mexicana, Inc.
Current Location: 901 West 6th Avenue, AK 99501

Additional comments:

A local governing body as defined under AS 04.21.080(11) may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the board **and** the applicant with a clear and concise written statement of reasons in support of a protest within 60 days of receipt of this notice. If a protest is filed, the board will not approve the application unless it finds that the protest is "arbitrary, capricious and unreasonable". Instead, in accordance with AS 04.11.510(b), the board will notify the applicant that the application is denied for reasons stated in the protest. The applicant is entitled to an informal conference with either the director or the board and, if not satisfied by the informal conference, is entitled to a formal hearing in accordance with AS 44.62.330-44.62-630. **IF THE APPLICANT REQUESTS A HEARING, THE LOCAL GOVERNING BODY MUST ASSIST IN OR UNDERTAKE THE DEFENSE OF ITS PROTEST.**

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AS 04.21.010(d), if applicable, requires the municipality to provide written notice to the appropriate community council(s).

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Note: Applications applied for under AS 04.11.400(g), 3 AAC 304.335(a)(3), AS 04.11.090(e), and 3 AAC 304.660(e) must be approved by the governing body.

Sincerely,

Sarah D. Oates
Records & Licensing Supervisor
sarah.oates@alaska.gov
(907)269-0356

Transfer Liquor License

Alcoholic Beverage Control Board
2400 Viking Drive
Anchorage, AK 99501

(907) 269-0350
Fax: (907) 334-2285
http://commerce.alaska.gov/dnn/abc/Home.aspx

License is: ☑ Full Year OR ☐ Seasonal List Dates of Operation: _____

SECTION A - LICENSE INFORMATION

FEES

License Year: 2014|2015
License #: 4551
License Type: Beverage Dispensary
Statute Reference Sec. 04.11.090

Filing Fee: $100.00
Rest. Desig. Permit Fee: *($50.00)* $
Fingerprint: $ *($51.50 per person)*
TOTAL _____

Local Governing Body: (City, Borough or Unorganized)
Municipality of Anchorage

Community Council Name(s) & Mailing Address:
Downtown Community Council

Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership):
Robert Alexander

Doing Business As (Business Name):
L.E.D Ultra Lounge: Grill

Business Telephone Number:
907-229-2053
Fax Number:
907-334-9890

Mailing Address:
2234 Stockdale Circle
City, State, Zip:
Anchorage, AK 99515

Street Address or Location of Premises:
901 West 6th Avenue
Anchorage, AK 99501

Email Address:
roba@gci.net

Is any shareholder related to the current owner? ☐Yes ☑No
If "yes" please state the relationship _____

SECTION B - TRANSFER INFORMATION

☐ Regular Transfer

☑ Transfer with security interest: Any instrument executed under AS 04.11.670 for purposes of applying AS 04.11.360(4)(b) in a later involuntary transfer, must be filed with this Application. Real or personal property conveyed with this transfer must be described. Provide security interest documents.

☐ Involuntary Transfer. Attach documents which evidence default under AS 04.11.670.

Name and Mailing Address of *CURRENT* Licensee:
La Mexicana, Inc. PO Box 92480 Anchorage, AK 99509

Business Name (dba) *BEFORE* transfer:
L.E.D Ultra Lounge: Grill

Street Address or Location *BEFORE* transfer:
901 West 6th Avenue
Anchorage, AK 99501

SECTION C - PREMISES TO BE LICENSED

Distance to closest school grounds: 0.7mi
Distance measured under: ☑ AS 04.11.410 *OR* ☐ Local ordinance No. ____

Distance to closest church: 0.1mi
Distance measured under: ☑ AS 04.11.410 *OR* ☐ Local ordinance No. ____

☐ Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality.
☐ Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality.
☑ Not applicable

Premises to be licensed is:
☐ Proposed building
☑ Existing facility
☐ New building

☐ Plans submitted to Fire Marshall (required for new & proposed buildings)
☑ Diagram of premises attached

Alcoholic Beverage Control Board
2400 Viking Drive
Anchorage, AK 99501

Transfer Liquor License

(907) 269-0350
Fax: (907) 334-2285
http://commerce.alaska.gov/dnn/abc

SECTION D – LICENSEE INFORMATION

1. Does any individual, corporate officer, director, limited liability organization member, manager or partner named in this application have any direct or indirect interest in any other alcoholic beverage business licensed in Alaska or any other state?

☑ Yes ☐ No If **Yes**, complete the following. Attach additional sheets if necessary.

Name	Name of Business	Type of License	Business Street Address	State
Robert Alexander	LED Ultra Lounge	BD - Dup	901 W 6th Ave	AK
	Tri-Grill	BD		

2. Has any individual, corporate officer, director, limited liability organization member, manager or partner named in this application been convicted of a felony, a violation of AS 04, or been convicted as a licensee or manager of licensed premises in another state of the liquor laws of that state?

☐ Yes ☑ No If **Yes**, attach written explanation.

SECTION E – OWNERSHIP INFORMATION - CORPORATION

Corporations, LLCs, LLPs and LPs must be registered with the Dept. of Community and Economic Development.

Name of Entity (Corporation/LLC/LLP/LP) (or N/A if an Individual ownership):		Telephone Number:	Fax Number:
N/A			
Corporate Mailing Address:	City:	State:	Zip Code:
Name, Mailing Address and Telephone Number of Registered Agent:		Date of Incorporation OR Certification with DCED:	State of Incorporation:

Is the Entity in "Good Standing" with the Alaska Division of Corporations? ☐ Yes ☐ No

If no, attach written explanation. Your entity ***must*** be in compliance with Title 10 of the Alaska Statutes to be a valid liquor licensee.

Entity Members (Must include President, Secretary, Treasurer, Vice-President, Manager and Shareholder/Member with at least 10%)

Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth
N/A					

Transfer Liquor License

Alcoholic Beverage Control Board
2400 Viking Drive
Anchorage, AK 99501

(907) 269-0350
Fax: (907) 334-2285
http://commerce.alaska.gov/dnn/abc/Home.aspx

NOTE: If you need additional space, please attach a separate sheet.

SECTION F – OWNERSHIP INFORMATION – SOLE PROPRIETORSHIP (INDIVIDUAL OWNER & SPOUSE)

Individual Licensees/Affiliates (The ABC Board defines an "Affiliate" as the spouse or significant other of a licensee. Each Affiliate must be listed.)

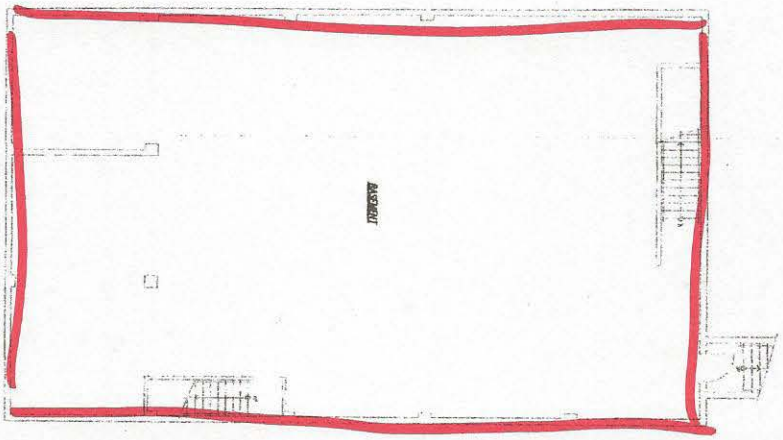
Name: Robert Alexander Address: 2234 Stockdale Circle Home Phone: 907-229-2053 Work Phone:	Applicant x Affiliate ☐ Date of Birth: 2-22-67	Name: Address: Home Phone: Work Phone:	Applicant ☐ Affiliate ☐ Date of Birth:
Name: Address: Home Phone: Work Phone:	Applicant ☐ Affiliate ☐ Date of Birth:	Name: Address: Home Phone: Work Phone:	Applicant ☐ Affiliate ☐ Date of Birth:

Declaration

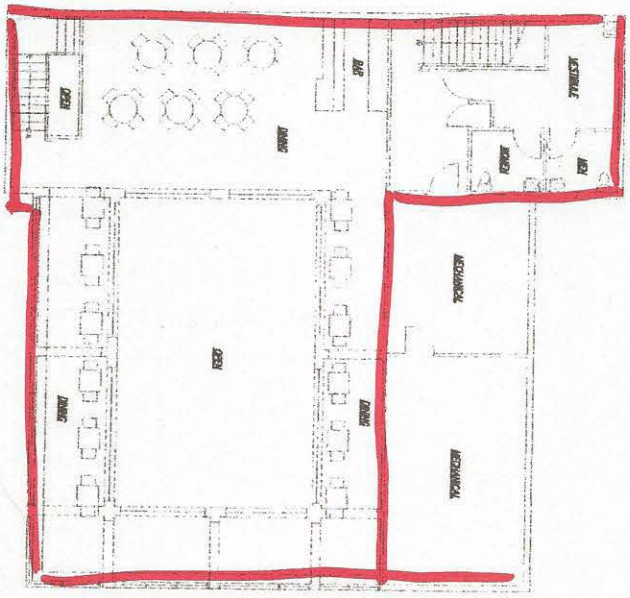
- I declare under penalty of perjury that I have examined this application, including the accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct and complete, and this application is not in violation of any security interest or other contracted obligations.
- I hereby certify that there have been no changes in officers or stockholders that have not been reported to the Alcoholic Beverage Control Board. The undersigned certifies on behalf of the organized entity, it is understood that a misrepresentation of fact is cause for rejection of this application or revocation of any license issued.
- I further certify that I have read and am familiar with Title 4 of the Alaska statutes and its regulations, and that in accordance with AS 04.11.450, no person other than the licensee(s) has any direct or indirect financial interest in the licensed business.
- I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

Signature of Current Licensee(s)	**Signature of Transferee(s)**
Signature: Tina Johnson	Signature: Robert Alexander
Signature	Signature
Name & Title (Please Print): TINA JOHNSON	Name & Title (Please Print): Robert Alexander
Subscribed and sworn to before me this 7th day of July, 2014	Subscribed and sworn to before me this 7th day of July, 2014
Notary Public in and for the State of Alaska: Angela M. Arturo	Notary Public in and for the State of Alaska: Angela M. Arturo
My commission expires: 11/1/17	My commission expires: 11/1/17

ANGELA M. ARTURO NOTARY PUBLIC STATE OF ALASKA



Storage



#4551

"L.E.D Ultra Lounge & Grill"

THE STATE of ALASKA
GOVERNOR SEAN PARNELL

Department of Commerce, Community, and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD

2400 Viking Drive
Anchorage, Alaska 99501
Main: 907.269.0350
Fax: 907.334.2285

October 14, 2014

Municipality of Anchorage
Attn: Jamie Heinz, Business License Official
VIA Email: heinzjl@muni.org
moserak@muni.org
munilicenses@muni.org

Robert Alexander: Beverage Dispensary – Duplicate License #4552 DBA L.E.D Ultra Lounge & Grill

☐ **New Application** ☑ **Transfer of Ownership** ☐ **Transfer of Location**

☐ **Restaurant Designation Permit** ☐ **DBA Name Change**

We have received an application for the above listed licenses (see attached application documents) within your jurisdiction. This is the notice as required under AS 04.11.520. Additional information concerning filing a "protest" by a local governing body under AS 04.11.480 is included in this letter.

A local governing body as defined under AS 04.21.080(11) may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the board **and** the applicant with a clear and concise written statement of reasons in support of a protest within 60 days of receipt of this notice. If a protest is filed, the board will not approve the application unless it finds that the protest is "arbitrary, capricious and unreasonable". Instead, in accordance with AS 04.11.510(b), the board will notify the applicant that the application is denied for reasons stated in the protest. The applicant is entitled to an informal conference with either the director or the board and, if not satisfied by the informal conference, is entitled to a formal hearing in accordance with AS 44.62.330-44.62-630. **IF THE APPLICANT REQUESTS A HEARING, THE LOCAL GOVERNING BODY MUST ASSIST IN OR UNDERTAKE THE DEFENSE OF ITS PROTEST.**

Under AS 04.11.420(a), the board may not issue a license or permit for premises in a municipality where a zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages, unless a variance of the regulation or ordinance has been approved. Under AS 04.11.420(b) municipalities must inform the board of zoning regulations or ordinances which prohibit the sale or consumption of alcoholic beverages. If a municipal zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages at the proposed premises and no variance of the regulation or ordinance has been approved, please notify us and provide a certified copy of the regulation or ordinance if you have not previously done so.

Protest under AS 04.11.480 and the prohibition of sale or consumption of alcoholic beverages as required by zoning regulation or ordinance under AS 04.11.420(a) are two separate and distinct subjects. Please bear that in mind in responding to this notice.

AS 04.21.010(d), if applicable, requires the municipality to provide written notice to the appropriate community council(s).

If you wish to protest the application referenced above, please do so in the prescribed manner and within the prescribed time. Please show proof of service upon the applicant. For additional information please refer to 3 AAC 304.145, Local Governing Body Protest.

Note: Applications applied for under AS 04.11.400(g), 3 AAC 304.335(a)(3), AS 04.11.090(e), and 3 AAC 304.660(e) must be approved by the governing body.

Sincerely,



Sarah D. Oates
Records & Licensing Supervisor
sarah.oates@alaska.gov
(907)269-0356

State of Alaska
Alcoholic Beverage Control Board

Date of Notice: October 14, 2014

Application Type: **NEW**_____ ✓ **TRANSFER**
✓ Ownership
_____Location
_____Name Change

Governing Body: **Municipality of Anchorage**
Community Councils: Downtown Community Council

License #: 4552
D.B.A.: L.E.D Ultra Lounge & Grill
Licensee/Applicant: Robert Alexander
Physical Location: 901 West 6th Avenue, Anchorage, AK 99501
Mailing Address: 2234 Stockdale Circle, Anchorage, AK 99515
Telephone #: 907-229-2053
EIN: 47-1503481

Corp/LLC Agent:	Address	Phone	Date and State of Incorporation	Good standing?
N/A				

Please note: the Members/Officers/Directors/Shareholders (principals) listed below are the principal members. There may be additional members that we are not aware of because they are not primary members. We have listed all principal members and those who hold at least 10% shares.

Member/Officer/Director:	DOB	Address	Phone	Title/Shares (%)
N/A				

If **transfer** application, current license information:

Current D.B.A.: L.E.D Ultra Lounge & Grill
Current Licensee: La Mexicana, Inc.
Current Location: 901 West 6th Avenue, AK 99501

Additional comments:

A local governing body as defined under AS 04.21.080(11) may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the board **and** the applicant with a clear and concise written statement of reasons in support of a protest within 60 days of receipt of this notice. If a protest is filed, the board will not approve the application unless it finds that the protest is "arbitrary, capricious and unreasonable". Instead, in accordance with AS 04.11.510(b), the board will notify the applicant that the application is denied for reasons stated in the protest. The applicant is entitled to an informal conference with either the director or the board and, if not satisfied by the informal conference, is entitled to a formal hearing in accordance with AS 44.62.330-44.62-630. **IF THE APPLICANT REQUESTS A HEARING, THE LOCAL GOVERNING BODY MUST ASSIST IN OR UNDERTAKE THE DEFENSE OF ITS PROTEST.**

Under AS 04.11.420(a), the board may not issue a license or permit for premises in a municipality where a zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages, unless a variance of the regulation or ordinance has been approved. Under AS 04.11.420(b) municipalities must inform the board of zoning regulations or ordinances which prohibit the sale or consumption of alcoholic beverages. If a municipal zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages at the proposed premises and no variance of the regulation or ordinance has been approved, please notify us and provide a certified copy of the regulation or ordinance if you have not previously done so.

Protest under AS 04.11.480 and the prohibition of sale or consumption of alcoholic beverages as required by zoning regulation or ordinance under AS 04.11.420(a) are two separate and distinct subjects. Please bear that in mind in responding to this notice.

AS 04.21.010(d), if applicable, requires the municipality to provide written notice to the appropriate community council(s).

If you wish to protest the application referenced above, please do so in the prescribed manner and within the prescribed time. Please show proof of service upon the applicant. For additional information please refer to 3 AAC 304.145, Local Governing Body Protest.

Note: Applications applied for under AS 04.11.400(g), 3 AAC 304.335(a)(3), AS 04.11.090(e), and 3 AAC 304.660(e) must be approved by the governing body.

Sincerely,

Sarah D. Oates
Records & Licensing Supervisor
sarah.oates@alaska.gov
(907)269-0356

Transfer Liquor License

Alcoholic Beverage Control Board
2400 Viking Drive
Anchorage, AK 99501

(907) 269-0350
Fax: (907) 334-2285
http://commerce.alaska.gov/dnn/abc/Home.aspx

License is: ☑ Full Year OR ☐ Seasonal List Dates of Operation: _____

SECTION A - LICENSE INFORMATION

FEES

License Year: 2014|2015
License #: 4552
License Type: Beverage Dispensary
Statute Reference Sec. 04.11.090

Filing Fee: $100.00
Rest. Desig. Permit Fee: *($50.00)* $
Fingerprint: $ *($51.50 per person)*
TOTAL _____

Local Governing Body: (City, Borough or Unorganized)
Municipality of Anchorage

Community Council Name(s) & Mailing Address:
Downtown Community Council

Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership):
Robert Alexander

Doing Business As (Business Name):
L.E.D Ultra Lounge & Grill

Business Telephone Number:
907-229-2053
Fax Number:
907-334-9890

Mailing Address:
2234 Stockdale Circle
City, State, Zip:
Anchorage, AK 99515

Street Address or Location of Premises:
901 West 6th Avenue
Anchorage, AK 99501

Email Address:
roba@gci.net

Is any shareholder related to the current owner? ☐Yes ☑No
If "yes" please state the relationship _____

SECTION B - TRANSFER INFORMATION

☐ Regular Transfer

☑ Transfer with security interest: Any instrument executed under AS 04.11.670 for purposes of applying AS 04.11.360(4)(b) in a later involuntary transfer, must be filed with this Application. Real or personal property conveyed with this transfer must be described. Provide security interest documents.

☐ Involuntary Transfer. Attach documents which evidence default under AS 04.11.670.

Name and Mailing Address of ***CURRENT*** Licensee:
La Mexicana, Inc.
PO Box 92480
Anchorage, AK 99509

Business Name (dba) ***BEFORE*** transfer:
L.E.D Ultra Lounge & Grill

Street Address or Location ***BEFORE*** transfer:
901 West 6th Avenue
Anchorage, AK 99501

SECTION C - PREMISES TO BE LICENSED

Distance to closest school grounds: 0.7mi
Distance measured under: ☑ AS 04.11.410 ***OR*** ☐ Local ordinance No. _____

Distance to closest church: 0.1mi
Distance measured under: ☑ AS 04.11.410 ***OR*** ☐ Local ordinance No. _____

☐ Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality.
☐ Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality.
☑ Not applicable

Premises to be licensed is:
☐ Proposed building
☑ Existing facility
☐ New building

☐ Plans submitted to Fire Marshall (required for new & proposed buildings)
☑ Diagram of premises attached

Transfer Liquor License

Alcoholic Beverage Control Board
2400 Viking Drive
Anchorage, AK 99501

(907) 269-0350
Fax: (907) 334-2285
http://commerce.alaska.gov/dnn/abc

SECTION D – LICENSEE INFORMATION

1. Does any individual, corporate officer, director, limited liability organization member, manager or partner named in this application have any direct or indirect interest in any other alcoholic beverage business licensed in Alaska or any other state?

☑ Yes ☐ No If **Yes**, complete the following. Attach additional sheets if necessary.

Name	Name of Business	Type of License	Business Street Address	State
Robert Alexander	LED Ultra Lounge	BD - Dup	901 W 6th Ave	AK
	Tri-Grill	BD		

2. Has any individual, corporate officer, director, limited liability organization member, manager or partner named in this application been convicted of a felony, a violation of AS 04, or been convicted as a licensee or manager of licensed premises in another state of the liquor laws of that state?

☐ Yes ☑ No If **Yes**, attach written explanation.

SECTION E – OWNERSHIP INFORMATION - CORPORATION

Corporations, LLCs, LLPs and LPs must be registered with the Dept. of Community and Economic Development.

Name of Entity (Corporation/LLC/LLP/LP) (or N/A if an Individual ownership):		Telephone Number:	Fax Number:
N/A			
Corporate Mailing Address:	City:	State:	Zip Code:
Name, Mailing Address and Telephone Number of Registered Agent:		Date of Incorporation OR Certification with DCED:	State of Incorporation:

Is the Entity in "Good Standing" with the Alaska Division of Corporations? ☐ Yes ☐ No

If no, attach written explanation. Your entity ***must*** be in compliance with Title 10 of the Alaska Statutes to be a valid liquor licensee.

Entity Members (Must include President, Secretary, Treasurer, Vice-President, Manager and Shareholder/Member with at least 10%)

Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth
N/A					

Transfer Liquor License

Alcoholic Beverage Control Board
2400 Viking Drive
Anchorage, AK 99501

(907) 269-0350
Fax: (907) 334-2285
http://commerce.alaska.gov/dnn/abc/Home.aspx

NOTE: If you need additional space, please attach a separate sheet.

SECTION F – OWNERSHIP INFORMATION – SOLE PROPRIETORSHIP (INDIVIDUAL OWNER & SPOUSE)

Individual Licensees/Affiliates (The ABC Board defines an "Affiliate" as the spouse or significant other of a licensee. Each Affiliate must be listed.)

Name: Robert Alexander Address: 2234 Stockdale Circle Home Phone: 907-229-2053 Work Phone:	Applicant x Affiliate ☐ Date of Birth: 2-22-67	Name: Address: Home Phone: Work Phone:	Applicant ☐ Affiliate ☐ Date of Birth:
Name: Address: Home Phone: Work Phone:	Applicant ☐ Affiliate ☐ Date of Birth:	Name: Address: Home Phone: Work Phone:	Applicant ☐ Affiliate ☐ Date of Birth:

Declaration

- I declare under penalty of perjury that I have examined this application, including the accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct and complete, and this application is not in violation of any security interest or other contracted obligations.
- I hereby certify that there have been no changes in officers or stockholders that have not been reported to the Alcoholic Beverage Control Board. The undersigned certifies on behalf of the organized entity, it is understood that a misrepresentation of fact is cause for rejection of this application or revocation of any license issued.
- I further certify that I have read and am familiar with Title 4 of the Alaska statutes and its regulations, and that in accordance with AS 04.11.450, no person other than the licensee(s) has any direct or indirect financial interest in the licensed business.
- I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

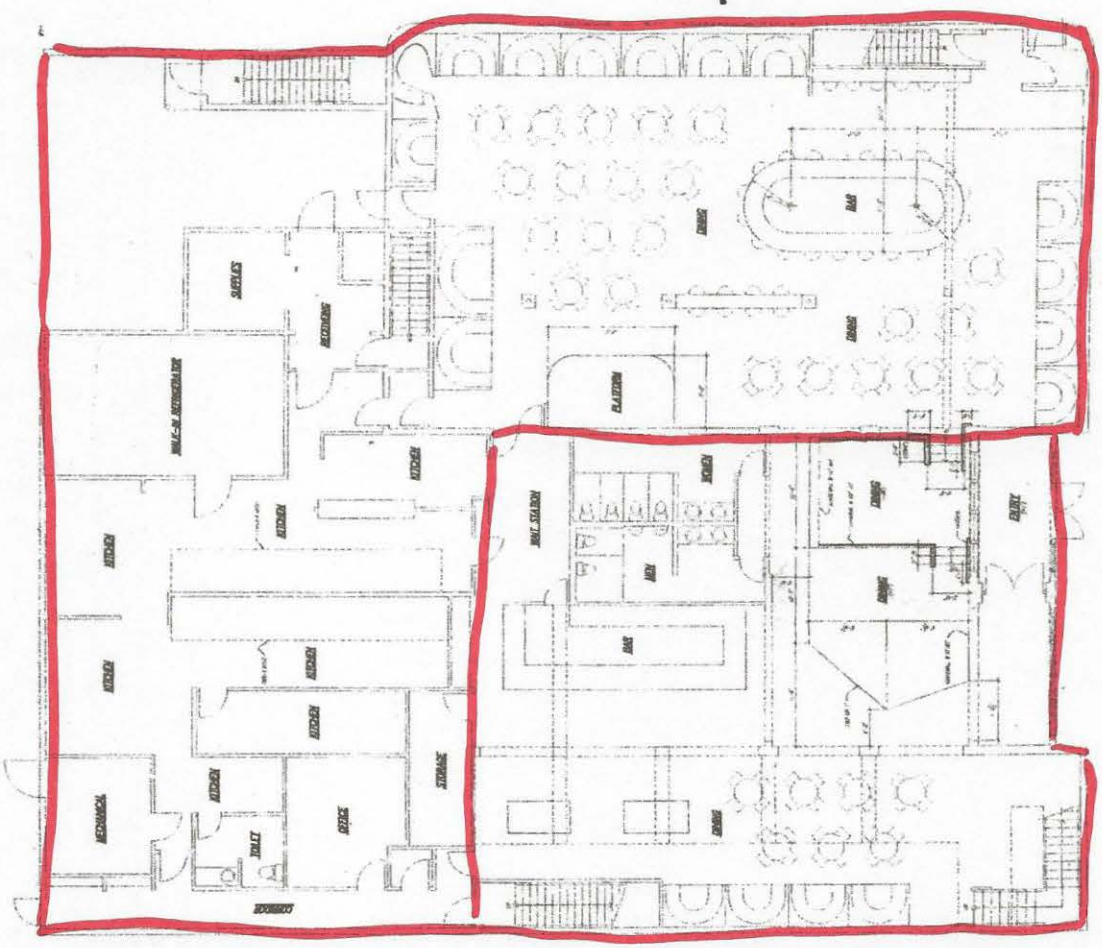
Signature of Current Licensee(s)	**Signature of Transferee(s)**
Signature: Tina Johnson	Signature: Robert Alexander
Signature	Signature
Name & Title (Please Print): TINA JOHNSON	Name & Title (Please Print): Robert Alexander
Subscribed and sworn to before me this 7th day of July, 2014	Subscribed and sworn to before me this 7th day of July, 2014
Notary Public in and for the State of Alaska: Angela M. Arturo	Notary Public in and for the State of Alaska: Angela M. Arturo
My commission expires: 11/1/17	My commission expires: 11/1/17

ANGELA M. ARTURO NOTARY PUBLIC STATE OF ALASKA

PLATINUM JAXX-TENANT IMPROVEMENT

A1

#4531 "Tri-Grill"



#4552
"L.E.D. Ultra Lounge & Grill"

CLERK'S OFFICE
APPROVED
Date: 3-14-06

Submitted by: Chair of the Assembly at the Request of the Mayor
Prepared by: Planning Department
For reading March 14, 2006

Anchorage, Alaska
AR 2006-60

A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY APPROVING A MINOR AMENDMENT TO AN EXISTING ALCOHOLIC BEVERAGES CONDITIONAL USE IN THE B-2C CENTRAL BUSINESS – PERIPHERY DISTRICT FOR A BEVERAGE DISPENSARY LICENSE AND TWO DUPLICATE BEVERAGE DISPENSARY LICENSES PER AMC 21.40.170 D.14 FOR PLATINUM JAXX, INC., DBA PLATINUM JAXX BAR AND GRILL, LOCATED AT 901 WEST SIXTH AVENUE, ORIGINAL TOWNSITE, BLOCK 55, LOTS 10 AND 12A; GENERALLY LOCATED ON THE NORTH WEST CORNER OF WEST SIXTH AVENUE AND I STREET.

(Downtown Community Council) (Case 2006-039)

THE ANCHORAGE ASSEMBLY RESOLVES:

Section 1. The minor amendment to an existing conditional use permit for an Alcoholic Beverage Dispensary Conditional Use in the B-2C Central Business – Periphery District is for a beverage dispensary license and two duplicate beverage dispensary licenses per AMC 21.40.170 D.14 for Platinum Jaxx, Inc., located at 901 West Sixth Avenue, Original Townsite, Block 55, Lots 10 and 12A; generally located on the northwest corner of West Sixth Avenue and I Street, meets the applicable provisions of AMC 21.15.030.G.

Section 2. The minor amendment allows a beverage dispensary license and two duplicate beverage dispensary licenses. The main fixed bar located on the ground floor consists of 2,153 square feet. One duplicate fixed bar is located on the second floor mezzanine consisting of 2,153 square feet, and the second duplicate fixed bar will be located on the east side of the ground floor consisting of 4,920 square feet. There are a total of twenty (20) fixed booths and ninety-four (94) fixed seats, forty-seven (47) moveable tables, and one hundred thirty-six (136) moveable seats and stools. Platinum Jaxx Bar and Grill offers a full lunch and dinner menu. The restaurant entry is from West Sixth Avenue. Hours of operation remain unchanged: 11:00 AM to 2:30 AM, Monday through Thursday, 12:00 AM to 3:00 AM, Friday and Saturday, and 12:00 PM to 2:30 AM, Sunday. All servers are trained in Techniques in Alcohol Management (TAM).

Section 3. The subject minor amendment to an existing conditional use permit for an Alcoholic Beverage Dispensary Conditional Use in the B-2C District per AMC 21.15.030.G. and 21.40.170.D.14 is subject to the following conditions:

EXHIBIT B

1. A Notice of Zoning Action shall be filed with the State District Recorder's Office within 120 days of the Assembly's approval of a final conditional use approval for the subject alcoholic beverage dispensary in the B-2C District.

2. All uses shall conform to the plans and narrative submitted.

3. This conditional use minor amendment approval is for a beverage dispensary license and two duplicate alcoholic beverage dispensary uses and licenses in the B-2C District for Platinum Jaxx, Inc., dba Platinum Jaxx Bar and Grill per AMC 21.40.170 D.14, located at 901 West Sixth Avenue, Original Townsite, Block 55, Lots 10 and 12A. The main fixed bar located on the ground floor consists of 2,153 square feet. One duplicate fixed bar is located on the second floor mezzanine consisting of 2,153 square feet, and the second duplicate fixed bar is located on the east side of the ground floor consisting of 4,920 square feet. There are a total of twenty (20) fixed booths and ninety-four (94) fixed seats, forty-seven (47) moveable tables, and one hundred thirty-six (136) moveable seats and stools. Platinum Jaxx Bar and Grill offers a full lunch and dinner menu. The restaurant entry is from West Sixth Avenue. Hours of operation remain unchanged: 11:00 AM to 2:30 AM, Monday through Thursday, 12:00 AM to 3:00 AM, Friday and Saturday, and 12:00 PM to 2:30 AM, Sunday. All servers are TAM trained.

4. The use of the property by any person for the permitted purposes shall comply with all current and future Federal, State and local laws and regulations including, but not limited to, laws and regulations pertaining to the sale, dispensing, service and consumption of alcoholic beverages and the storage, preparation, sale, service and consumption of food. The owner of the property, the licensee under the Alcoholic Beverage Control License and their officers, agents and employees, shall not knowingly permit, or negligently fail to prevent the occurrence of illegal activity on the property.

5. Upon demand, the applicant shall demonstrate compliance with a "Liquor Server Awareness Training Program," approved by the State of Alaska Alcohol Beverage Control Board, such as or similar to the program for Techniques in Alcohol Management (TAM).

6. A copy of the conditions imposed by the Assembly in connection with this conditional use approval shall be maintained on the premises at a location visible to the public.

Section 4. Failure to comply with the conditions of this conditional use permit shall constitute grounds for its modification or revocation.

Section 5.. This resolution shall become effective immediately upon passage and approval by the Anchorage Assembly.

PASSED AND APPROVED by the Anchorage Assembly this 14th day of March 2006

ATTEST: Acting Chair

Municipal Clerk

(Planning Case 2006-0394)
(Tax Id. 001-034-78)

MUNICIPALITY OF ANCHORAGE
ASSEMBLY MEMORANDUM

No. AM 149 -2006

Meeting Date: March 14, 2006

From: Mayor

Subject: MINOR AMENDMENT TO AN EXISTING ALCOHOLIC BEVERAGES CONDITIONAL USE IN THE B-2C CENTRAL BUSINESS – PERIPHERY DISTRICT FOR TWO DUPLICATE BEVERAGE DISPENSARY LICENSES PER AMC 21.40.170 D.14 FOR PLATINUM JAXX, INC. DBA, PLATINUM JAXX BAR AND GRILL, LOCATED AT 901 WEST SIXTH AVENUE, ORIGINAL TOWNSITE, BLOCK 55, LOTS 10 AND 12A.

Assembly Memorandum 788-2005 approved the transfer of ownership and location of beverage dispensary license #4163, from Dale Brooke Wallace, dba The Alley, located at 900 West Fifth Avenue #102, to Jaxx, Inc., dba Platinum Jack's license #4531, located at 901 West Sixth Avenue on November 8, 2005. A valid alcoholic beverages conditional use for beverage dispensary license/use was in place at this location at the time of the transfer which was operated as the La Mex Too Restaurant. The property is zoned B-2C and no off-street parking is required in this district.

A request to transfer ownership of license #4531 from Jaax, Inc, dba Platinum Jack's, to Platinum Jaxx, Inc., dba Platinum Jaxx Bar and Grill, is scheduled for the Assembly action on March 14, 2006, with AM 112-2006.

Platinum Jaxx, Inc., dba Platinum Jaxx Bar and Grill, has made application for a minor amendment to the existing alcoholic beverages dispensary conditional use. The original license #4531, and two duplicate beverage dispensary license's #4551, and #4552 are located at 901 West Sixth Avenue. In addition to the main fixed bar located on the ground floor consisting of 2,153 square feet as license #4531, there will be a second fixed bar located on the second floor mezzanine consisting of 2,153 square feet, and a third fixed bar located on the east side of the ground floor consisting of 4,920 square feet. There are a total of twenty (20) fixed booths and ninety-four (94) fixed seats and forty-seven (47) moveable tables, and one hundred thirty-six (136) moveable seats and stools. Platinum Jaxx Bar and Grill offers a full lunch and dinner menu.

Hours of operation remain unchanged: 11:00 AM to 2:30 AM, Monday through Thursday, 11:00 AM to 3:00 AM, Friday and Saturday, and 12:00 PM to 2:30 AM, Sunday. All servers are trained in Techniques in Alcohol Management (TAM). The restaurant entry is from West Sixth Avenue. Holy Family Cathedral is located at 800 West Fifth Avenue and is greater than 200 feet as measured from the public entrance of the beverage dispensary building to the public entrance of the church building in accordance with Alaska Statutes Title 4, Section 04.11.410.

AMC 21.15.030.G.2 (a) requires "the Assembly, upon an express finding that the proposed modifications will have a significant effect on the surrounding neighborhood or on owners or occupiers of adjacent property...may determine that a public hearing is necessary. In such event the hearing shall be scheduled as soon as practicable after the matter first comes before the body for conclusion."

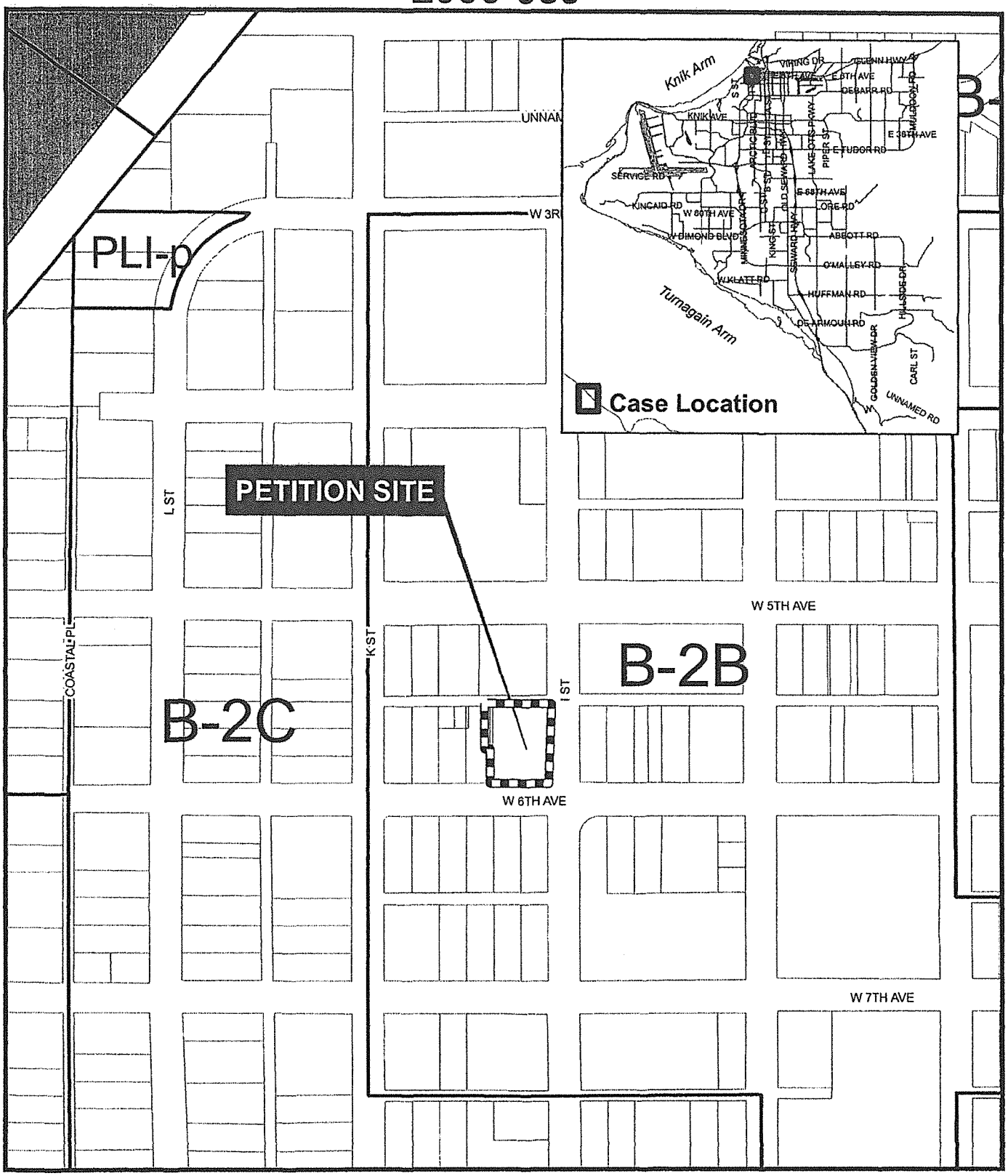
Approval of this memorandum will determine that the proposed modifications are minor in nature and have no significant effect on the surrounding neighborhood.

THE ADMINISTRATION BELIEVES THIS TO BE A MINOR AMENDMENT TO THE EXISTING CONDITIONAL USE.

Prepared by: Jerry T. Weaver Jr., Zoning Administrator, Planning Department
Concur: Tom Nelson, Director, Planning Department
Concur: Mary Jane Michael, Executive Director, Office of Economic & Community Development
Concur: Denis C. LeBlanc, Municipal Manager
Respectfully submitted: Mark Begich, Mayor

(Tax Parcel #001-034-78; Case 2006-039)

CONDITIONAL USE-ALCOHOL
2006-039



Municipality of Anchorage
Planning Department

Date: February 5, 2006

Flood Limits
- 100 Year
- 500 Year
- Floodway

N

0 45 90 180
Feet

PROPERTY OWNER AUTHORIZATION* (if petitioner is not property owner)

(I)(WE) hereby grant permission to and acknowledge that person shown as the petitioner on this application is applying for a conditional use permit for the retail sales of alcoholic beverages on a property under (MY)(OUR) ownership and that as part of the conditional use permit process the Assembly may apply conditions which will be (MY)(OUR) responsibility to satisfy.

Date	Signature
	See property lease

*Report additional petitioners or disclose other co-owners on supplemental form. Failure to divulge other beneficial interest owners may delay processing of this application.

FACILITY OPERATIONAL INFORMATION

What is the proposed or existing business name (Provide both if name is changing):
Platinum Jaxx Bar and Grill

What is the gross leaseable floor space in square feet?
15,000 square feet

What is the facility occupant capacity?
500-600 - still in fire permitting at 400

What is the number of fixed seats(booth and non movable seats)?
20 fixed booths w/ 94 fixed seats

What is the number non-fixed seats(movable chairs, stools, etc.)?
136 movable seats w/ 47 movable tables

What will be the normal business hours of operation?
M-THURS 11 AM - 2:30 AM FRI & SAT 11:00 AM - 3:00 AM & SUN 12:00 PM - 2:30 AM

What will be the business hours that alcoholic beverages will be sold or dispensed?
SAME

What do you estimate the ratio of food sales to alcohol beverage sales will be?

40 % Alcoholic beverage sales

60 % Food sales

Type of entertainment proposed: (Mark all that apply)
☒ Recorded music ☒ Live music ☐ Floor shows ☒ Patron dancing ☐ Sporting events ☐ Other ☐ None

Do you propose entertainment or environmental conditions in the facility that will meet the definition of "indecent material" or "adult entertainment" as set forth by AMC 8.05.420 Minors-Disseminating indecent material or AMC 10.40.050 Adult oriented establishment? ☐ Yes ☒ No

DISTANCE FROM CHURCHES, DAY CARE, AND SCHOOLS

Locate and provide the names and address of all churches, day care, and public or private schools within 200 feet of the site property lines

Name	Address
Holy Family Cathedral	800 W 5th Ave

Explain how the proposed conditional use will not have a permanent negative impact on the items listed below substantially greater than that anticipated from permitted development:

1. Pedestrian and vehicular traffic circulation and safety.

THERE WILL BE NO CHANGES TO IMPACT OF PEDESTRIAN AND VEHICULAR TRAFFIC CIRCULATION AND SAFETY.

2. The demand for and availability of public services and facilities.

THIS IS AN EXISTING BUILDING THEREFOR I DO NOT BELIEVE THERE WILL BE ANY CHANGES OF IMPACT.

3. Noise, air, water or other forms of environmental pollution.

BECAUSE THIS BUILDING WAS A RESTAURANT & BAR BEFORE I DO NOT BELIEVE THERE WILL BE ANY CHANGES OF IMPACT.

4. The maintenance of compatible and efficient development patterns and land use intensities.

THE BUILDING HAS BEEN USED AS A BAR AND RESTAURANT FOR THE PAST 60 YEARS BEGINNING IN 1940 AS THOMPSON'S RESTAURANT, THE HARBOR & LA MEX. WE WILL CONTINUE THIS USE AND NOT CHANGE. WE WILL MAINTAIN A RESTAURANT!

STANDARDS CHAPTER 10.50 ALCOHOLIC BEVERAGES

In the exercise of its powers and under AS 04.11.480 and 15 AAC 104.145 to protest issue, renewal and transfer or alcoholic beverage licenses within the Municipality of Anchorage, the Assembly shall consider whether the proposed license meets **each and every factor and standard** set forth below.

Concentration and land use. Whether transfer of location or issue of the requested license will negatively impact the community through an increase in the concentration of uses involving the sale or service of alcoholic beverages within the area affected and will conform to the separate standards of AMC 21.50.020.

How many active liquor licenses are located on the same property as your proposed license? NONE

Within 1,000 feet of your site are how many active liquor licenses? 10-12 E.

How would you rate this area's license concentration on a scale of 1 to 5 with 5 = high 4

How many active liquor licenses are within the boundaries of the local community council? 29 E.

In your opinion, is this quantity of licenses a negative impact on the local community? NO

THERE ARE MANY HOTELS NEAR US THAT HAVE MULTIPLE LICENSES. I BELIEVE THE MORE PEOPLE WE CAN BRING TO DOWN TOWN THE BETTER. STREET TRAFFIC IS GOOD FOR OUR CITY. WE WILL ALL COMPLIMENT EACH OTHER NICELY.

ALSO PLEASE SEE ATTACHMENT (1) FOR MORE COMMENT!

ATTACHMENT "A"

BEVERAGE DISPENSARY DUPLICATE LIQUOR LICENSES FOR PLATINUM JAXX, INC. DBA PLATINUM JAXX BAR & GRILL

LOCATION AND DESCRIPTION OF PLANNED USE

Platinum Jaxx, Inc. DBA Platinum Jaxx Bar & Grill is making this application for a conditional use allowing "on premises" alcohol sales for duplicate bars in it's new location at 901 West 6th Avenue and 538 I Street in downtown Anchorage, Alaska. The use of this location for a new restaurant is consistent with the Anchorage 2020 Comprehensive Plan for the Downtown Area as set out in the policies discussed below.

BUSINESS OPERATIONS

Platinum Jaxx Bar and Grill will offer a full service menu with appetizers, entrees, soups, salads and desserts. The building previously housed La Mex Downtown, which had a beverage dispensary liquor license for the facility downstairs and a duplicate beverage dispensary liquor license for the facility upstairs. In addition to being a full service restaurant, Platinum Jaxx Bar & Grill plans to continue to operate both the downstairs and upstairs bars and plans include an additional bar to the restaurant on the east side of the building. The restaurant will open for lunch at 11:00 am every day and will offer a full menu until 1:00 am every day. Platinum Jaxx Bar & Grill will be completely smoke free during all hours of operation.

Live entertainment will be provided during the dinner hours in the form of single act acoustical guitar. Other entertainment will include sporting events on twenty one television sets, disc jockey music Thursday through Saturday nights and a variety of popular music throughout the sound system during other hours of operation. Thirty two DVR surveillance cameras will be installed for security. Trained security personnel are planned for weekends (see detail attachment "B").

The Anchorage 2020 Comprehensive Plan contains generalized community vision which was compiled using community survey results along with feedback from community councils. Out of this vision came the community interest in developing a "thriving, sustainable, broad-based economy supported by an efficient urban infrastructure". *Community Vision, p.37 of the bound 2020 plan.*

Platinum Jaxx Bar & Grill fits this vision as a downtown restaurant and bar that will offer a new dining experience in the downtown area while creating new jobs and occupying an existing facility which has been vacant for some time.

ATTACHMENT "B"

STANDARDS FOR CONDITIONAL USE FORM

BEVERAGE DISPENSARY LIQUOR LICENSE FOR PLATINUM JAXX, INC. DBA PLATINUM JAXX BAR & GRILL IN DOWNTOWN ANCHORAGE

PUBLIC SAFETY

Platinum Jaxx Bar & Grill will be managed by owners on a day to day basis to insure that order be maintained and to prevent unlawful conduct in the licensed premises. The kitchen will stay open until 1:00 am in order to accommodate customers attending events at the Performing Arts Center, the Egan Convention Center and at other downtown facilities. Platinum Jaxx Bar & Grill has applied for a restaurant designation permit from the ABC Board and will be operated as such.

In order to maintain order and prevent unlawful conduct at the licensed premises Platinum Jaxx will provide security staff. It will consist of a 15 member team. All members will be certified through the National Hospitality & Security Alliance. Members will be required obtain TAM cards and thorough background checks will done on all prior to hiring. The security staff will communicate by radio with assistance from 32 DVR surveillance cameras which will store the recordings for 30 days, in an off premises location. In addition, on Thursday through Saturday nights, Platinum Jaxx will provide two additional security staff to monitor the area within a six block circumference of the restaurant. These two additional security staff members will also communicate by radio to other members of the security team.

All staff members other than the kitchen staff will hold TAM cards. Identification will be checked by any staff member serving alcohol. An identification that is in question will require a second identification and all out of state identifications will require a second piece of ID. In addition, any person presenting a questionable ID will be asked to fill out an Age Consent Form provided by the ABC. The ID will be held by Platinum Jaxx and turned in to the Anchorage Police Department.

Log books for each bar will be kept current by bar and waitstaff. In addition, there will be three log books kept by the security staff, one for incident reports, one for police reports and the other for questionable ID's.

MUNICIPALITY OF ANCHORAGE
ASSEMBLY MEMORANDUM
No. AM 788-2005

CLERK'S OFFICE
AMENDED AND APPROVED
Date: 11-8-05

Meeting Date: October 25, 2005

FROM: Municipal Clerk

SUBJECT: Platinum Jack's #4531 – Transfer of Ownership and Location of Beverage Dispensary Liquor License
Community Council: Midtown, South Addition

The Municipal Clerk's Office has received from the Alcoholic Beverage Control Board notice for the transfer of ownership and location for the following establishment:

From:	**Dale Brooke Wallace**	**To:**	**Jaax, Inc.**
Dba:	**The Alley #4163**	**dba:**	**Platinum Jack's #4531**
Address:	**900 W. 5th Avenue**	**Address:**	**901 W. 6th Avenue**
City/State:	**Anchorage, AK 99501**	**City/State:**	**Anchorage, AK 99501**

Approval of this memorandum will APPROVE the transfer of ownership and location for the above establishment. APD and Department reports are attached for your review. The owner agrees there will be no nudity, stripping or adult entertainment permitted on the premises.

Any ABC violation and/or incidents that would lead to an ABC violation are attached for the Assembly's evaluation.

There are no taxes owing.

This is a request to transfer liquor license #4163 from 900 W. 5th Avenue to 901 W. 6th Avenue as Liquor License #4531. AMC 321.50.160 requires that any use, whether principal or accessory, involving the retail sale or dispensing of alcoholic beverage is permitted only by conditional use. There is a valid conditional use permit at the location. Planning Department has no objection to the transfer of ownership.

Alaska Statue 04.11.480 provides that if the Assembly wishes to protest the issuance, renewal, relocation or transfer of a liquor license, it may protest within 60 days following receipt of the application and the protest will be honored unless the Board finds the protest to be arbitrary, capricious and unreasonable. **The last day to protest is November 25, 2005.**

The Municipal Clerk is authorized to notify the ABC Board of the Assembly's action and is authorized to sign on its behalf.

Respectfully submitted,

Barbara E. Gruenstein

Barbara E. Gruenstein
Municipal Clerk

MUNICIPALITY OF ANCHORAGE
ASSEMBLY MEMORANDUM
No. AM 175-2005

CLERK'S OFFICE
APPROVED
Date: 3-8-05

Meeting Date: March 8, 2005

FROM: **Municipal Clerk**

SUBJECT: **2004/2005 Liquor License Renewals**
University Area, Spenard, Rogers Park, Eagle River, Abbott Loop, Huffman/O'Malley, Sand Lake, Midtown, Downtown, South Addition, Chugiak, Birchwood, Girdwood, Bayshore/Klatt

The Municipal Clerk's Office has received from the Alcoholic Beverage Control Board notice for the 2004/2005 liquor license renewals for the following establishments:

Restaurant/Eating	Last date to protest
Alladin Fine Mediterranean & American Cuisine #2520	March 19, 2005
Cilantros #4275	"
Home Town Restaurant #4150	"
Jewel Lake Pizza & Tea Garden #1805	"
Little New Orleans #4337	"
New China Restaurant #1347	"
Organic Oasis Health Foods & Juice Bar #3921	"
Pizza Man #1533	"
Residence Inn by Marriott #3934	"
Uncle Joe's Pizzeria #3915	"
Uncle Joe's Pizzeria #4293	"
Kumagoro #2276	March 29, 2005
Beverage Dispensary	
Birchwood Saloon #758	March 19, 2005
Blues Central/Chef's Inn #217	"
Cafe' Savanah #4295	"
Club Paris #258	"
Crow's Nest #290	"
Fletcher's #2290	"
Ginza Restaurant #3607	"
La Costa Loca #4367	"
La Mex #635	"
La Mex Too 636	"
O'Malley's on the Green #2696	"
Quarterdeck #932	"
Whale's Tale #1224	"
Beverage Dispensary, Tourism	
Courtyard By Marriott #3694	"
Millennium Hotel #2486	"

Brewpub		
Glacier Brewhouse #3985	"	"
Orso Ristorante #4258	"	"
Brewery		
Midnight Sun Brewing Co. #3486	"	"
Wholesale		
K & L Beverage Company #3964	"	"
Package Store		
Alyeska Prince Hotel #3449	"	"
Fred Meyer #4179	"	"
Fred Meyer #2884	"	"
Holiday Stationstore #602 #3973	"	"
In & Out Liquor #1 #156	"	"
In & Out Bush Liquor #2 #688	"	"
Liquor Locker #757	"	"
2 Go Mart #62 #1568	March 6, 2005	
Golf Course		
Anchorage Golf Course	March 19, 2005	

Any ABC violation and/or incidents that would lead to an ABC violation are attached for the Assembly's evaluation.

There are no taxes owing.

AMC 321.50.160 requires that any use, whether principal or accessory, involving the retail sale or dispensing of alcoholic beverage is permitted only by conditional use. **There is a conditional use permit at each location.**

Alaska Statue 04.11.480 provides that if the Assembly wishes to protest the issuance, renewal, relocation or transfer of a liquor license, it may protest within 60 days following receipt of the application and the protest will be honored unless the Board finds the protest to be arbitrary, capricious and unreasonable. **The last day to protest is indicated by each establishment.**

Approval of this memorandum will APPROVE the 2004/2005 liquor license renewals for the above establishments. The Municipal Clerk is authorized to notify the ABC Board of the Assembly's action and is authorized to sign on its behalf.

Respectfully submitted,

Barbara E. Gruenstein
Municipal Clerk

Alcoholic Beverage Control Board
5848 East Tudor Road
Anchorage, AK 99507

Date: 3-22-12
Number: 12-0358
Page 1 o-f 1 Pages

Notice of Violation

AMMENDED MAY 30, 2012

(13AAC 104.525)

Licensee	License Number	Type of License
Platinum Jaxx Inc.	4531	Beverage Dispensary
D.B.A. Platinum Jaxx	How Delivered [X] Certified Mail # On File [ ] In Person [X] Director Correspondence	Law Enforcement Agency Anchorage Police Department
Street or P.O. Box 901 W. 6th Ave	City, State Anchorage, AK	Zip 99501

This is a notice to you as licensee that an alleged violation has occurred. If the Alcoholic Beverage Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will received an Accusation and Notice of your right to an Administrative Hearing.

Note: This is not an accusation or a criminal complaint.

VIOLATION: Anchorage Police Department report number 11-88661, incident date 12-18-11, 0038 hours, indicates a 43 year old male was arrested for drunken person on a licensed premise. Also issued a summons at a later date was Dana R. Koontz for serving to the drunken person. Allowing drunken person(s) to remain on a licensed premise and serving drunken persons are violations.

Your attention is directed to **AS 04.16.030: Prohibited Conduct Relating to Drunken Persons.**

You are directed to respond to the Director of the Alcohol Beverage Control Board in writing to this Notice of Violation within 10 days of receipt to explain what action you have taken to prevent a reoccurrence of this violation. *Please include your Alcohol License Number in your response.

Shirley A. Gifford, Director
Alcoholic Beverage Control Board
5848 E. Tudor Road
Anchorage, Alaska 99507

A Response is Required

13 AAC 104.525 (B) provides that upon receipt of a Notice of Violation, a licensee may request to appear before the Director and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice and the Director must grant an appearance within ten days after receipt of a request. A Licensee shall respond, either orally or in writing, to the Notice.

Receipt:	Violation Observed By: Anchorage Police Officers
Filed By: R. Hamilton	Title:

EXHIBIT C

State of Alaska
Department of Public Safety
Alcoholic Beverage Control Board

Sean Parnell, Governor
Joseph A. Masters, Commissioner

April 20, 2012

Mr. Jess Hepper
Platinum Jaxx
901 West Sixth Avenue
Anchorage, AK 99501

RE: Notice of Violation
ABC Case 12-0358

Dear Mr. Hepper:

I am writing in response to your letter received on April 19, 2012 where you disagree with the issuance of the above Notice of Violation, stating the drunken male suspect identified as a Leofre Nuesca was let go by police outside your establishment and that no charges were filed against the man or filed against your server, identified in the police report as being a Dana R. Koontz.

Mr. Nuesca was cited by Anchorage Police in violation of AS 04.16.040 for being a drunken person on a licensed premise. According to a public records search of Court View, Mr. Nuesca was convicted and sentenced on that charge reference court case number 3AN-12-00284CR on January 26, 2012.

In accordance with 13 AAC 104.525(B), you have the right to request a hearing before the Director. If you still wish to contest the issuance of the Notice of Violation, please contact me at your earliest convenience to schedule a meeting.

Director Gifford is out of state on annual leave until Monday, April 30, 2012. During her absence, she has appointed me as acting director. Please let me know if you would like to schedule the meeting within the ten-days of receipt of your request pursuant to regulation, or if you would prefer to meet with Director Gifford after her return.

Sincerely,

Robert L. Beasley,
Acting Director

cc:

Director Gifford

5848 E. Tudor Road - Anchorage, Alaska 99507 - Voice (907) 269-0350 - Fax (907) 272-9412

State of Alaska
Department of Public Safety
Alcoholic Beverage Control Board

Sean Parnell, Governor
Joseph A. Masters, Commissioner

May 30, 2012

Paul D. Stockler
Attorney at Law
d/b/a Platinum Jaxx
1309 W. 16th Avenue
Anchorage, Alaska 99501

RE: Reconsideration of NOV 12-0358, Platinum Jaxx, License #4531

Dear Mr. Stockler,

At the Board of Directors' meeting held in Anchorage on May 16, 2012 you made an appeal to the Board to have the notice of violation (NOV) dismissed. Whereas, I have offered this avenue of appeal in the past I learned at this meeting from our counsel, Assistant Attorney General John Novak that only the Director is authorized to dismiss an NOV (13 AAC 104.525).

I heard your concerns and I have reconsidered this NOV as directed by the Board. Attached you will find an amended NOV where AS 04.16.040 has been removed along with the subsections of AS 04.16.030.

I continue to believe from the evidence provided the NOV is in order. In addition to Anchorage Police Department report number 11-088661, I considered Mr. Hepper's letter we received on April 19th and the follow-up by Inv. Robert Beasley in response to Mr. Hepper's letter. If you have any questions please do not hesitate to contact me.

Sincerely,

Shirley A. Gifford
Director

cc: John Novak, Assistant Attorney General
Robert Beasley, ABC Board Enforcement Unit Supervisor
Joe Hamilton, ABC Board Investigator

attachments: Amended NOV 5-30-12
Letter from Jess Hepper
Letter from Robert Beasley

Office of the Director
5848 E. Tudor Road - Anchorage, AK 99507 - Voice (907) 269-0350 - Fax (907) 272-9412

Shirley A Gifford, Director

Alcohol Beverage Control Board

5848 E. Tudor Road

Anchorage, Alaska 99507

Dear Ms. Gifford,

In response to the violation number 12-0358 we contest the violation and disagree with the findings and request a hearing. The alleged drunken person was on the premises by himself. He had left the Captain Cook hotel after his business Christmas party and stopped in Jaxx to have a beer before he made his way to the Marriot were he had a hotel booked for the night. At the time the officers approached the gentleman, Jaysir observed and followed them outside while they questioned and administered a portable breathalyzer. There were no obvious signs of intoxication and the gentleman was walking, talking and answering question in a coherent manner. He had only had one MGD bottle while he was in our building. His portable breathalyzer was a .13. After the officers tested the gentleman Jaysir said to them this guy is not drunk and a breathalyzer of .13 definitely does prove he was drunk in public. The officers let him go. Paul Stockler went to the court house at which time he found that no charges were actually filed and there was no case brought against our server or the gentleman. With that being said, we are confused as to why you felt it necessary to continue with issuing us a violation. We would like to request a hearing in this case and wish to plead our case to the Board.

Platinum Jaxx Lic # 4531:

Thank You,

Platinum Jaxx

mailed 11-8-11
(E)

Alcoholic Beverage Control Board
5848 East Tudor Road
Anchorage, AK 99507

Date: 11-04-11
Number: 11-1193

Notice of Violation

(13AAC 104.525)

Licensee	License Number	Type of License
Platinum Jaxx Inc.	**4531**	**Beverage Dispensary**
D.B.A. **Platinum Jaxx Bar & Grill**	How Delivered [X] By Certified Mail 7006 2760 0002 7713 4028 Number: [ ] Personally Served	Law Enforcement Agency **Anchorage Police Department**
Street or P.O. Box **901 W. 6th Ave**	City, State **Anchorage, AK**	Zip **99501**

This is a notice to you as licensee that an alleged violation has occurred. If the Alcoholic Beverage Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will received an Accusation and Notice of your right to an Administrative Hearing.

Note: This is not an accusation or a criminal complaint.

VIOLATION:

On 10-26-11 at approximately 1200 hours, the Anchorage office of the Alcoholic Beverage Control Board became aware of a pricing and marketing advertisement violation. According to Inv. Hamilton on 10-26-11, he was walking by Platinum Jaxx Bar & Grill and noticed a sign stating "$2.00 12 oz cup BEER! EVERY DAY 8pm-10pm" Located next to the words was a photo of a tall glass of a golden brown liquid substance resembling a fermented alcoholic substance, such as beer. Immediately to the right of the tall glass, was a list of 25 different beers (see photo). On 10-26-11 at approximately 1618 hours, Inv. Olsen attempted to purchase the $2.00 beer special, but was told he could not, as the drink special could only be served between 8:00pm to 10:00 pm at night.

On 10-27-11, Inv. Olsen made contact with Platinum Jaxx owner / manager - Jess Hepper, and advised him of the violation. Mr. Hepper said he was familiar with the advertisement as Platinum Jaxx has been advertising the $2.00 special for the last couple of months. After speaking with Inv. Olsen, Mr. Hepper said he removed the sign as requested. Inv. Olsen elected not to issue a summons and complaint regarding the misdemeanor charge of "Pricing and Marketing of alcoholic beverage, however, a notice of violation was issued.

Your attention is directed to AS 04.16.015 and 13 AAC 104.440: Pricing and marketing of alcoholic beverages.

Sec. »04.16.015« Pricing and marketing of alcoholic beverages.

(a) On premises where alcoholic beverages are sold by the drink, a licensee or a licensee's agent or employee may not
(1) offer or deliver, »as« a marketing device to the general public, free alcoholic beverages to a patron;
(2) deliver an alcoholic beverage to a person already possessing two or more;
(3) sell, offer to sell, or deliver alcoholic beverages to a person or group of persons at a price less than the price regularly charged for the beverages during the same calendar week, except at private functions not open to the general public;
(4) sell, offer to sell, or deliver an unlimited number of alcoholic beverages to a person or group of persons during a set period of time for a fixed price;
(5) sell, offer to sell, or deliver alcoholic beverages to a person or group of persons on any one day at prices less than those charged the general public on that day, except at private functions not open to the general public;
(6) encourage or permit an organized game or contest on the licensed premises that involves drinking alcoholic beverages or the awarding of alcoholic beverages »as« prizes.
(b) A licensee or a licensee's agent or employee may not advertise or promote in any way, either on or off the premises, a practice prohibited under (a) of this section.
(c) This section may not be construed »as« prohibiting a licensee or a licensee's agent or employee from offering free food or entertainment at any time, from serving wine by the bottle or carafe or beer by the pitcher with or without meals, or from including an alcoholic beverage »as« part of a meal package.
(d) Notwithstanding (a) and (b) of this section, a licensee or a licensee's agent or employee when acting »as« a caterer may offer or deliver free alcoholic beverages to a political, charitable, or educational group or organization.

****

13 AAC 104.440. Pricing and marketing of alcoholic beverages

For the purpose of AS 04.16.015, a licensee or licensee's agent or employee may not set a period of time during a day that an alcoholic beverage drink or a brand of alcoholic beverage is sold or delivered that is less than the hours that the licensed premises is open to the general public.
History: Eff. 5/11/96, Register 138
Authority: *AS 04.06.090*
AS 04.06.100
AS 04.16.015

Editor's note: As of Register 166 (July 2003), and acting under AS 44.62.125 (b)(6), the regulations attorney relocated former 15 AAC 104.440 to 13 AAC 104.440, to reflect Executive Order 110 (2003). Executive Order 110 relocated the Alcoholic Beverage Control Board from the Department of Revenue to the Department of Public Safety. The history note for 13 AAC 104.440 carries forward the history from former 15 AAC 104.440.

****

You are directed to respond to the Director of the Alcohol Beverage Control Board in writing to this Notice of Violation within 10 days of receipt to explain what action you have taken to prevent a reoccurrence of this violation.

***Please include your Alcohol License Number in your response.**

Shirley A. Gifford, Director
Alcoholic Beverage Control Board
5848 E. Tudor Road
Anchorage, Alaska 99507

A Response is Required

13 AAC 104.525 (B) provides that upon receipt of a Notice of Violation, a licensee may request to appear before the Director and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice and the Director must grant an appearance within ten days after receipt of a request. A Licensee shall respond, either orally or in writing, to the Notice.

Receipt:	Violation Observed By: Eric T. Olsen
Filed By: Eric T. Olsen	Title: Investigator III

Shirley A Gifford, Director

Alcohol Beverage Control Board

5848 E. Tudor Road

Anchorage, Alaska 99507

Dear Ms. Gifford,

Platinum Jaxx Lic # 4531:

We were served notice from investigator Eric Olsen on a promotion we were running for draft beer that was served during a specific time frame. Jaysir and I were confused on the time frame for running beer specials and thought we could run the promotion as long as it was the same time every day and for at 7 least days straight. We were trying to mimic the $2.00 beer special that Chilkoot Charlies runs for their daily beer specials. As soon as Eric brought the violation to our attention we pulled the promo and all advertising for it immediately. I also asked Eric to follow up with Koots to find out how we went wrong so that in the future we could run the promo the right way. He did just that, and Eric was very helpful in making sure we are not in violation with future promotions of this nature. We have reviewed the regulations to make sure future promotions follow proper guidelines. We apologize for the confusion and will make sure we look into the proper regulations for diligently in the future.

Thank You,

Platinum Jaxx

Olsen, Eric T (DPS)

From: Olsen, Eric T (DPS)

Sent: Thursday, November 03, 2011 3:43 PM

To: Beasley, Robert L (DPS); Hamilton, Francis R (DPS); Lambert, Christine C (DPS); Oates, Sarah D (DPS); Andrews, Maxine R (DPS)

Subject: FW: Platinum Jaxx / ABC License 4531 / Pricing and marketing of alcoholic beverages

FYI in regards to my response to their questions.

I'll place this e-mail response in the Platinum Jaxx case file. Eric

Eric T. Olsen
Investigator III
Alcoholic Beverage Control Board
Dept. of Public Safety
5848 E. Tudor Road, Anchorage, AK 99507
907-269-0355 (direct), 907-272-9412 (fax)
eric.olsen@alaska.gov

From: Olsen, Eric T (DPS)
Sent: Thursday, November 03, 2011 3:39 PM
To: 'Jess'
Subject: RE: Platinum Jaxx / ABC License 4531 / Pricing and marketing of alcoholic beverages

Good afternoon Jess,

Sorry I haven't been able to call you sooner. I just returned from a trip to Kotzebue.

In regards to Chilkoot Charlie's, they avoid the "happy hour" special by claiming that specific price of beer for the time they are open, until the time they are closed, for one calendar week. The caveat is, they RAISE the price of that specific drink at a certain hour. There are no regulations preventing them from doing this. The public is just left in the dark about raising the prices.

In regards to Sullivan's Steak house, I haven't had a chance to investigate since being out of town. Can you advise me if they are still practicing the Sunday and Tuesday, buy one, get one free special. If so, when was the last time you saw this or was advised of this? This will help me when I start looking into this further. As a side note, Inv. Hamilton advised me he did investigate the Sullivan allegations and he determined they were unfounded. However, if Sullivan's has taken up the buy one get one free since August – September 2011, please let me know as this would be very important to us.

Thank you in advance, Eric

Eric T. Olsen
Investigator III
Alcoholic Beverage Control Board
Dept. of Public Safety
5848 E. Tudor Road, Anchorage, AK 99507
907-269-0355 (direct), 907-272-9412 (fax)
eric.olsen@alaska.gov

From: Jess [mailto:jess@platinumjaxx.com]
Sent: Thursday, November 03, 2011 2:41 PM
To: Olsen, Eric T (DPS)
Subject: RE: Platinum Jaxx / ABC License 4531 / Pricing and marketing of alcoholic beverages

Hi Eric, just checking in with you to see if you were able to answer those couple questions I had? Talk with you soon.

Jess Hepper / General Manager / Platinum Jaxx
901 W 6th Ave / Anchorage, Alaska 99501
Ph (907) 278 - 5299 / Fax (907) 276 – 0135
E-mail: jess@platinumjaxx.com

From: Olsen, Eric T (DPS) [mailto:eric.olsen@alaska.gov]
Sent: Thursday, October 27, 2011 5:00 PM
To: Jess
Cc: Beasley, Robert L (DPS)
Subject: RE: Platinum Jaxx / ABC License 4531 / Pricing and marketing of alcoholic beverages

Good evening Jess,

Thank you for the prompt response. I just returned to the office after being out for the afternoon. I'll be sure to contact and follow up with you tomorrow morning. I will also look into these other situations immediately. Thank you for bringing those to my attention.

Have a good night, Eric

Eric T. Olsen
Investigator III
Alcoholic Beverage Control Board
Dept. of Public Safety
5848 E. Tudor Road, Anchorage, AK 99507
907-269-0355 (direct), 907-272-9412 (fax)
eric.olsen@alaska.gov

From: Jess [mailto:jess@platinumjaxx.com]
Sent: Thursday, October 27, 2011 4:35 PM
To: Olsen, Eric T (DPS)
Subject: RE: Platinum Jaxx / ABC License 4531 / Pricing and marketing of alcoholic beverages

Thank you for the information. We have pulled the promo! I talked with Jaysir my other partner and we obviously were confused on this one. Both of us thought we could do it as long as the times didn't change and it was seven days straight. I do have a question though; can you tell me how Koot's does 2 dollar beers? It seems there is nothing different than what we were doing? They have been doing that happy hour forever and as far as I know they have duplicate licenses just as we do. Also can you tell me how Sullivan's Steak house can have a buy one get one free on certain cocktails Sundays and Tuesday's only. I have brought these to ABC's attention a couple of times so I'm guessing there is a right way to do what they are doing. I just want to make sure we do it the right way.
Thanks for your time and again the promotion has been pulled.

Jess Hepper / General Manager / Platinum Jaxx
901 W 6th Ave / Anchorage, Alaska 99501
Ph (907) 278 - 5299 / Fax (907) 276 – 0135
E-mail: jess@platinumjaxx.com

From: Olsen, Eric T (DPS) [mailto:eric.olsen@alaska.gov]

Sent: Thursday, October 27, 2011 2:02 PM
To: jess@platinumjaxx.com
Cc: Beasley, Robert L (DPS)
Subject: Platinum Jaxx / ABC License 4531 / Pricing and marketing of alcoholic beverages

Mr. Hepper,

Thank you for taking the time to speak with me today. In regards to the laws and regulations of "Pricing and Marketing of Alcoholic Beverages", aka the "happy hour" law, I would like to advise you to take the following steps immediately:

Just to make sure, you need to do the following immediately:

1. Remove all advertisements and marketing that refer to your current "happy hour" promotion
2. Review the Alaska Administrative Code and Alaska Statues as indicated below
3. If you do decide to hold a special, it must be legal and demonstrated in accordance to the laws and regulations that pertain to "Pricing and Marketing of Alcoholic Beverages"

In regards to the actual verbiage that deals with Pricing and Marketing, I have pasted the applicable statutes and regulations below:

****

13 AAC 104.440. Pricing and marketing of alcoholic beverages

For the purpose of AS 04.16.015 , a licensee or licensee's agent or employee may not set a period of time during a day that an alcoholic beverage drink or a brand of alcoholic beverage is sold or delivered that is less than the hours that the licensed premises is open to the general public.

History: Eff. 5/11/96, Register 138

Authority: AS 04.06.090

AS 04.06.100

AS 04.16.015

Editor's note: As of Register 166 (July 2003), and acting under AS 44.62.125 (b)(6), the regulations attorney relocated former 15 AAC 104.440 to 13 AAC 104.440 to reflect Executive Order 110 (2003). Executive Order 110 relocated the Alcoholic Beverage Control Board from the Department of Revenue to the Department of Public Safety. The history note for 13 AAC 104.440 carries forward the history from former 15 AAC 104.440 .

Sec. 04.16.015. Pricing and marketing of alcoholic beverages.

(a) On premises where alcoholic beverages are sold by the drink, a licensee or a licensee's agent or employee may not

(1) offer or deliver, as a marketing device to the general public, free alcoholic beverages to a patron;

_____(2) deliver an alcoholic beverage to a person already possessing two or more;

_____(3) sell, offer to sell, or deliver alcoholic beverages to a person or group of persons at a price less than the price regularly charged for the beverages during the same calendar week, except at private functions not open to the general public;

_____(4) sell, offer to sell, or deliver an unlimited number of alcoholic beverages to a person or group of persons during a set period of time for a fixed price;

_____(5) sell, offer to sell, or deliver alcoholic beverages to a person or group of persons on any one day at prices less than those charged the general public on that day, except at private functions not open to the general public;

_____(6) encourage or permit an organized game or contest on the licensed premises that involves drinking alcoholic beverages or the awarding of alcoholic beverages □as□ prizes.

_____(b) A licensee or a licensee's agent or employee may not advertise or promote in any way, either on or off the premises, a practice prohibited under (a) of this section.

_____(c) This section may not be construed □as□ prohibiting a licensee or a licensee's agent or employee from offering free food or entertainment at any time, from serving wine by the bottle or carafe or beer by the pitcher with or without meals, or from including an alcoholic beverage □as □ part of a meal package.

_____(d) Notwithstanding (a) and (b) of this section, a licensee or a licensee's agent or employee when acting □as□ a caterer may offer or deliver free alcoholic beverages to a political, charitable, or educational group or organization.

****

In regards to this particular situation, I was given the discretion to either pursue criminal charges or to issue you a notice of violation. I will **not** be issuing you a summons and complaint regarding the charge of "Pricing and Marketing of Alcoholic Beverages"; however, I will be issuing you a notice of violation in the near future.

If you have any questions, please feel free to give me a call or send me an e-mail. Eric

Eric T. Olsen

Investigator III
Alcoholic Beverage Control Board
Dept. of Public Safety
5848 E. Tudor Road, Anchorage, AK 99507
907-269-0355 (direct), 907-272-9412 (fax)
eric.olsen@alaska.gov

Olsen, Eric T (DPS)

From: Olsen, Eric T (DPS)
Sent: Thursday, October 27, 2011 2:02 PM
To: 'jess@platinumjaxx.com'
Cc: Beasley, Robert L (DPS)
Subject: Platinum Jaxx / ABC License 4531 / Pricing and marketing of alcoholic beverages

Mr. Hepper,

Thank you for taking the time to speak with me today. In regards to the laws and regulations of "Pricing and Marketing of Alcoholic Beverages", aka the "happy hour" law, I would like to advise you to take the following steps immediately:

Just to make sure, you need to do the following immediately:

1. Remove all advertisements and marketing that refer to your current "happy hour" promotion
2. Review the Alaska Administrative Code and Alaska Statues as indicated below
3. If you do decide to hold a special, it must be legal and demonstrated in accordance to the laws and regulations that pertain to "Pricing and Marketing of Alcoholic Beverages"

In regards to the actual verbiage that deals with Pricing and Marketing, I have pasted the applicable statutes and regulations below:

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13 AAC 104.440. Pricing and marketing of alcoholic beverages

For the purpose of AS 04.16.015 , a licensee or licensee's agent or employee may not set a period of time during a day that an alcoholic beverage drink or a brand of alcoholic beverage is sold or delivered that is less than the hours that the licensed premises is open to the general public.

History: Eff. 5/11/96, Register 138

Authority: AS 04.06.090

AS 04.06.100

AS 04.16.015

Editor's note: As of Register 166 (July 2003), and acting under AS 44.62.125 (b)(6), the regulations attorney relocated former 15 AAC 104.440 to 13 AAC 104.440 to reflect Executive Order 110 (2003). Executive Order 110 relocated the Alcoholic Beverage Control Board from the Department of Revenue to the Department of Public Safety. The history note for 13 AAC 104.440 carries forward the history from former 15 AAC 104.440.

Sec. 04.16.015 . Pricing and marketing of alcoholic beverages.

(a) On premises where alcoholic beverages are sold by the drink, a licensee or a licensee's agent or employee may not

(1) offer or deliver, as a marketing device to the general public, free alcoholic beverages to a patron;

(2) deliver an alcoholic beverage to a person already possessing two or more;

(3) sell, offer to sell, or deliver alcoholic beverages to a person or group of persons at a price less than the price regularly charged for the beverages during the same calendar week, except at private functions not open to the general public;

(4) sell, offer to sell, or deliver an unlimited number of alcoholic beverages to a person or group of persons during a set period of time for a fixed price;

(5) sell, offer to sell, or deliver alcoholic beverages to a person or group of persons on any one day at prices less than those charged the general public on that day, except at private functions not open to the general public;

(6) encourage or permit an organized game or contest on the licensed premises that involves drinking alcoholic beverages or the awarding of alcoholic beverages as prizes.

(b) A licensee or a licensee's agent or employee may not advertise or promote in any way, either on or off the premises, a practice prohibited under (a) of this section.

(c) This section may not be construed as prohibiting a licensee or a licensee's agent or employee from offering free food or entertainment at any time, from serving wine by the bottle or carafe or beer by the pitcher with or without meals, or from including an alcoholic beverage as part of a meal package.

(d) Notwithstanding (a) and (b) of this section, a licensee or a licensee's agent or employee when acting as a caterer may offer or deliver free alcoholic beverages to a political, charitable, or educational group or organization.

****

In regards to this particular situation, I was given the discretion to either pursue criminal charges or to issue you a notice of violation. I will **not** be issuing you a summons and complaint regarding the charge of "Pricing and Marketing of Alcoholic Beverages"; however, I will be issuing you a notice of violation in the near future.

If you have any questions, please feel free to give me a call or send me an e-mail. Eric

Eric T. Olsen
Investigator III
Alcoholic Beverage Control Board
Dept. of Public Safety
5848 E. Tudor Road, Anchorage, AK 99507
907-269-0355 (direct), 907-272-9412 (fax)
eric.olsen@alaska.gov

Alcoholic Beverage Control Board
5848 E. Tudor Road
Anchorage, AK 99507
Telephone (907) 269-0350

Date: September 29, 2010
Number: 10-1639
Page 1 Of 2

Notice of Violation

(13AAC 104.525)

Licensee	License Number	Type of License
Platinum Jaxx Inc	10/11-4552	Beverage Dispensary - Dup
D.B.A. Platinum Jaxx Bar & Grill	How Delivered [ ] Certified [X] In Person	Law Enforcement Agency Anchorage Police Dept
Street or P.O. Box 901 W. 6th Avenue	City, State Anchorage, AK	Zip 99501

This is a notice to you as licensee, that an alleged violation has occurred If the Alcoholic Beverage Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will received an Accusation and Notice of your right to an Administrative Hearing.

Note: This is not an accusation or a criminal complaint.

VIOLATION: The Alcoholic Beverage Control Board has received a report from the Anchorage Police Department, #10-042023, which states that on 9/4/10 at approximately 1:55 am Officer Musgrave was told by a patron there was a woman having sex in the men's bathroom. Investigation revealed Luke Lopez and Heather Rodriguez in a stalls in the men's room. Officers Musgrave and Bolen found them to be drunken persons. They both provided breaths samples which were very high. Lopez had a breath sample of .160 and Rodriguez's breath sample was .153. They were also in possession of cocaine and were both demonstrating the physical characteristics of a drunken person. This is a violation of law.

Your attention is directed to **AS . 04.16.030. Prohibited conduct relating to drunken persons.** (a) A licensee, an agent, or employee may not with criminal negligence

(1) sell, give, or barter alcoholic beverages to a drunken person;

(2) allow another person to sell, give, or barter an alcoholic beverage to a drunken person within licensed premises;

(3) allow a drunken person to enter and remain within licensed premises or to consume an alcoholic beverage within licensed premises;

Alcoholic Beverage Control Board
5848 E. Tudor Road
Anchorage, AK 99507
Telephone (907) 269-0350

Date: September 29, 2010
Number: 10-1639

Notice of Violation

(13AAC 104.525)

Licensee	License Number	Type of License
Platinum Jaxx Inc	10/11-4552	Beverage Dispensary - Dup
D.B.A.	**How Delivered**	**Law Enforcement Agency**
Platinum Jaxx Bar & Grill	[ ] Certified [X] In Person	Anchorage Police Dept
Street or P.O. Box	**City, State**	**Zip**
901 W. 6th Avenue	Anchorage, AK	99501

This is a notice to you as licensee, that an alleged violation has occurred. If the Alcoholic Beverage Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44 62.630 (Administrative Procedures Act) you will received an Accusation and Notice of your right to an Administrative Hearing.

Note: This is not an accusation or a criminal complaint.

You are directed to respond to the Director of the Alcohol Beverage Control Board in writing to this Notice of Violation within 10 days of receipt to explain what action you have taken to prevent a reoccurrence of this violation. *Please include your Alcohol License Number in your response.

Shirley A. Gifford, Director
Alcoholic Beverage Control Board
5848 E. Tudor Road
Anchorage, Alaska 99507

A Response is Required

15 AAC 104.525 (B) provides that upon receipt of a Notice of Violation, a licensee may request to appear before the Director and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice and the Director must grant an appearance within ten days after receipt of a request. A Licensee shall respond, either orally or in writing, to the Notice.

Receipt:	Violation Observed By: APD Officer Cody Musgrave, APD Officer John Bolen
Filed By: John Bilyeu	Title Investigator

Alcoholic Beverage Control Board
5848 East Tudor Road
Anchorage, AK 99507

Date: 5-18-10
Number: 10-0777

Notice of Violation

(13AAC 104.525)

Licensee	License Number	Type of License
Platinum Jaxx Inc.	4551	Beverage Dispensary
D.B.A. Platinum Jaxx Bar & Grill	How Delivered [ ] By Certified Mail Number: [X] Personally Served	Law Enforcement Agency Anchorage Police Department
Street or P.O. Box 901 W. 6th Ave	City, State Anchorage, AK	Zip 99501

This is a notice to you as licensee that an alleged violation has occurred. If the Alcoholic Beverage Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will received an Accusation and Notice of your right to an Administrative Hearing.

Note: This is not an accusation or a criminal complaint.

VIOLATION: On 5-18-10, I became aware of a meeting at Platinum Jaxx held on the afternoon of 5-16-10. The purpose of the meeting related to modeling. I was also made aware that under age Confidential Informant (CI) N# 960 had attended the meeting at Platinum Jaxx. I telephoned CI 960 and asked about the meeting. CI 960 related the following to me:

- CI 960 did attend a meeting at Platinum Jaxx on 5-16
- The purpose of the meeting was to outline where models would walk during the up coming fashion show to be held on 5-22-10 at 1800 hours.
- While there, CI did consume food but did not purchase the food. CI believed the food (fruit trays) had been provided by the organizer of the fashion show.
- CI was informed by Platinum Jaxx management (no further information), that under age persons could attend the event w/out proper sponsorship if they ordered food.

This is a violation.

Your attention is directed to **AS 04.16.049: Access of persons under the age of 21 to licensed premises.**

(a) A person under the age of 21 years may not knowingly enter or remain in premises licensed under this title unless
(1) accompanied by a parent, guardian, or spouse who has attained the age of 21 years;
(2) the person is at least 16 years of age, the premises are designated by the board as a restaurant for the purposes of this section, and the person enters and remains only for dining; or

(f) A person under 21 years of age does not violate this section if the person enters or remains on premise licensed under this title at the request of a peace officer, if the peace officer accompanies, supervises, or otherwise observes the person's entry or remaining

on premise, and the purpose for the entry or remaining on premises is to assist in the enforcement of this section.

Your attention is directed to **13 AAC 104.725: Dining by persons under the age of 21**

(a) Upon application under 13 AAC 104.715 for a designation under AS 04.16.049 (a)(2) or (3), or both, the board will, in its discretion, designate a licensed premises for dining by a person under the age of 21 who is not accompanied by a parent, legal guardian, or spouse who has attained the age of 21, only if it finds that

(1) the premises are a bona fide restaurant;

(2) there is supervision on the premises adequate to reasonably ensure that a person under the age of 21 will not obtain alcoholic beverages; and

(3) it is unlikely persons under the age of 21 will enter and remain on the premises for purposes other than dining. (b) The board will generally presume that the premises are a bona fide restaurant for purposes of (a)(1) of this section if

(1) the premises are licensed as a restaurant or eating place;

(2) at least 50 percent of the gross revenue of the licensed business is from the sale of food and non-alcoholic beverages; or

(3) the premises are a facility at which the patron's primary activity is dining.

(c) For purposes of (a)(3) of this section, the board generally will presume that premises are unlikely to be entered by persons under the age of 21 other than for purposes of dining if no entertainment other than dining is provided or available. "Entertainment" includes live music, dancing, pool and other table games, sports, pinball, and video games.

(d) The presumptions in (b) and (c) of this section are neither conclusive nor exclusive. The board will, in its discretion, find that premises that satisfy the presumptions are not a bona fide restaurant or do not provide adequate supervision. The board will, in its discretion, find that premises not satisfying the presumptions in (b) and (c) of this section are nonetheless a bona fide restaurant with adequate supervision.

(e) An application for a new designation of premises under this section will be approved by the board only if it is approved by the local governing body having jurisdiction over the area in which the licensed premises exists.

You are directed to respond to the Director of the Alcohol Beverage Control Board in writing to this Notice of Violation within 10 days of receipt to explain what action you have taken to prevent a reoccurrence of this violation.

***Please include your Alcohol License Number in your response.**

Shirley A. Gifford, Director
Alcoholic Beverage Control Board
5848 E. Tudor Road
Anchorage, Alaska 99507

A Response is Required

13 AAC 104.525 (B) provides that upon receipt of a Notice of Violation, a licensee may request to appear before the Director and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice and the Director must grant an appearance within ten days after receipt of a request. A Licensee shall respond, either orally or in writing, to the Notice.

Receipt:	Violation Observed By: F.R. Hamilton
Filed By: F.R. Hamilton	Title: Investigator III

Alcoholic Beverage Control Board
5848 East Tudor Road
Anchorage, AK 99507

Date: 11-2-09
Number: 09-1904
Page 1 of 2 Pages

Notice of Violation

(13AAC 104.525)

Licensee	License Number	Type of License
Platinum Jaxx Inc.	4531	Beverage Dispensary
D.B.A. Platinum Jaxx Bar & Grill	How Delivered [X] By Certified Mail Number: 7006 3450 0003 7319 4561 [ ] Personally Served	Law Enforcement Agency Anchorage Police Department
Street or P.O. Box 901 W. 6th Ave	City, State Anchorage, AK	Zip 99501

This is a notice to you as licensee that an alleged violation has occurred. If the Alcoholic Beverage Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will received an Accusation and Notice of your right to an Administrative Hearing.

Note: This is not an accusation or a criminal complaint.

VIOLATION: On 10-31-09, at about 0020 hours, Platinum Jaxx security person Jarek Myron Halat allowed a person under 21 to enter and remain on a licensed premises. The incident occurred during a compliance check. Halat was issued a summons for allowing an under 21 person on a licensed premises. A mandatory court date of 11-24-09, 0830 hours, Anchorage District Court was assigned.

Your attention is directed to **AS 04.16.052(2): Furnishing of alcoholic beverages to persons under the age of 21 by licensees.**

A licensee or an agent or employee of the licensee may not with criminal negligence

(2) allow a person under the age of 21 years to enter and remain within licensed premises except as provided in AS 04.16.049 ;

You are directed to respond to the Director of the Alcohol Beverage Control Board in writing to this Notice of Violation within 10 days of receipt to explain what action you have taken to prevent a reoccurrence of this violation.

***Please include your Alcohol License Number in your response.**

Shirley A. Gifford, Director
Alcoholic Beverage Control Board
5848 E. Tudor Road
Anchorage, Alaska 99507

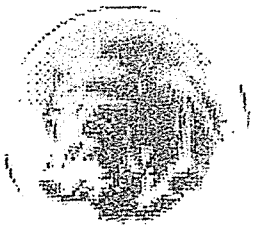
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Receipt:	**Violation Observed By:** F.R. Hamilton
Filed By: F.R. Hamilton	**Title:** Investigator III

901 W 6th Ave
Anchorage, Alaska 99501

907-278-5299
907-276-0135 fax



www.platinumjaxx.com

November 11, 2009

To: Alcohol Beverage Control Board
5848 E Tudor Road
Anchorage, Alaska 99507
Re: Violation 10/31/09License # 4551/4531

Att: Shirley A. Gifford, Director

Dear Ms. Gifford,

On October 30th Jarek Myron Halat had been working just his second shift as security for Platinum Jaxx. As with all our security it was stressed to him the importance for scrutinizing out of state ID. In his own stupidity he concentrated on the fact that the ID was an out of state ID even asking for another form of identification to cross check. Unfortunately he did not scrutinize the birth date as he should. As a result of his negligence he was terminated. We had a meeting with the entire security staff to make sure their focus is directed in the right areas and stressed the importance of checking IDs properly, while also checking the individual for signs of intoxication. We have also added to the operations procedure at the front door that each patron will be asked to recite their birth date to see how confident and accurate they are with there answers.

Thank you,

Jess W Hepper
Owner/Operator

Alcoholic Beverage Control Board
5848 East Tudor Road
Anchorage, AK 99507

Date: 9-28-09
Number: 09-1626

Notice of Violation

(13AAC 104.525)

Licensee	License Number	Type of License
Platinum Jaxx Inc.	4551	Beverage Dispensary
D.B.A. Platinum Jaxx Bar & Grill	How Delivered [X] By Certified Mail Number: 7006 3450 0003 7319 4776 [ ] Personally Served	Law Enforcement Agency Anchorage Police Department
Street or P.O. Box 901 W. 6th Ave	City, State Anchorage, AK	Zip 99501

This is a notice to you as licensee that an alleged violation has occurred. If the Alcoholic Beverage Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will received an Accusation and Notice of your right to an Administrative Hearing.

Note: This is not an accusation or a criminal complaint.

VIOLATION: On 9-18-09, this office received an anonymous complaint that under ager persons were being allowed into your establishment for the purposes of attending Latin dancing on Sunday evenings. On 9-27-09, at about 2030 hours, I entered your establishment and located multiple unattended youths ranging from age 13 to 19 years. Also present were several youths with their parents, all there for the purpose of Latin dancing. Jaysir Alden, licensee, was present and verified the under age presence.

Your attention is directed to **AS 04.16.049: Access of persons under the age of 21 to licensed premises.**

(a) A person under the age of 21 years may not knowingly enter or remain in premises licensed under this title unless
(1) accompanied by a parent, guardian, or spouse who has attained the age of 21 years;
(2) the person is at least 16 years of age, the premises are designated by the board as a restaurant for the purposes of this section, and the person enters and remains only for dining; or
(3) the person is under the age of 16 years, is accompanied by a person over the age of 21 years, the parent or guardian of the under aged person consents, the premises are designated by the board as a restaurant for the purposes of this section, and the person enters and remains only for dining.
(b) Notwithstanding (a) of this section, a licensee or an agent or employee of the licensee may refuse entry to a person under the age of 21 years to that part of licensed premises in which alcoholic beverages are sold, served, or consumed, may refuse service to a person under the age

of 21 years, or may require a person under the age of 21 years to leave the portion of the licensed premises in which alcoholic beverages are sold, served, or consumed.
(c) Notwithstanding any other provision in this section, a person 16 or 17 years of age may enter and remain within the licensed premises of a hotel, restaurant, or eating place in the course of employment if (1) the employment does not involve the serving, mixing, delivering, or dispensing of alcoholic beverages; (2) the person has the written consent of a parent or guardian; and (3) an exemption from the prohibition of AS 23.10.355 is granted by the Department of Labor and Workforce Development. The board, with the approval of the governing body having jurisdiction and at the licensee's request, shall designate which premises are hotels, restaurants, or eating places for the purposes of this subsection.
(d) Notwithstanding any other provision in this section, a person 18, 19, or 20 years of age may be employed within the licensed premises of a hotel, restaurant, or eating place, may enter and remain within those premises for the purpose of employment, but may not, in the course of employment, sell, serve, deliver, or dispense alcoholic beverages.
(e) A licensee may bring a civil action against a person who violates this section if the violation occurs on the premises of that licensee. If judgment is entered in favor of the licensee, the court shall award civil damages in the amount of $1,000 and award reasonable costs and reasonable attorney fees allowed under the Alaska Rules of Civil Procedure.

You are directed to respond to the Director of the Alcohol Beverage Control Board in writing to this Notice of Violation within 10 days of receipt to explain what action you have taken to prevent a reoccurrence of this violation.

***Please include your Alcohol License Number in your response.**

Shirley A. Gifford, Director
Alcoholic Beverage Control Board
5848 E. Tudor Road
Anchorage, Alaska 99507

A Response is Required

13 AAC 104.525 (B) provides that upon receipt of a Notice of Violation, a licensee may request to appear before the Director and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice and the Director must grant an appearance within ten days after receipt of a request. A Licensee shall respond, either orally or in writing, to the Notice.

Receipt:	Violation Observed By: F.R. Hamilton
Filed By: F.R. Hamilton	Title: Investigator III

Alcoholic Beverage Control Board
5848 East Tudor Road
Anchorage, AK 99507

Date: 9-16-09
Number: 09-1490

Notice of Violation

(13AAC 104.525)

Licensee	License Number	Type of License
Platinum Jaxx Inc.	4551	Beverage Dispensary
D.B.A. Platinum Jaxx Bar & Grill	How Delivered [X] By Certified Mail Number: 7006 3450 0003 7319 4820 [ ] Personally Served	Law Enforcement Agency Anchorage Police Department
Street or P.O. Box 901 W. 6th Ave	City, State Anchorage, AK	Zip 99501

This is a notice to you as licensee that an alleged violation has occurred. If the Alcoholic Beverage Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will received an Accusation and Notice of your right to an Administrative Hearing.

Note: This is not an accusation or a criminal complaint.

VIOLATION: On 8-28-09, at about 2130 hours, it was learned that a roulette wheel was being used to give out free or reduced priced beer when a customer spun the wheel. In talking with licensee Jaysir Alden, the drinks are being paid for by the bar and receipts are being generated under a "Promo" code. These are violations.

Your attention is directed to **AS . 04.16.015: Pricing and marketing of alcoholic beverages.**

(a) On premises where alcoholic beverages are sold by the drink, a licensee or a licensee's agent or or employee may not

(1) offer or deliver, as a marketing device to the general public, free alcoholic beverages to a patron;
(2) deliver an alcoholic beverage to a person already possessing two or more;
(3) sell, offer to sell, deliver alcoholic beverages to a person or group of persons at a price less than the price regularly charged for the beverages during the same calendar week, except at private functions not open to the general public;
(4) sell, offer to sell, or deliver an unlimited number of alcoholic beverages to a person or group of persons during a set period of time for a fixed price;
(5) sell, offer to sell, or deliver alcoholic beverages to a person or group of persons on any one day at prices less than those charged the general public on that day, except at private functions not open to the general public;
(6) encourage or permit an organized game or contest on the licensed premises

that involves drinking alcoholic beverages or the awarding of alcoholic beverages as prizes.

You are directed to respond to the Director of the Alcohol Beverage Control Board in writing to this Notice of Violation within 10 days of receipt to explain what action you have taken to prevent a reoccurrence of this violation.

*Please include your Alcohol License Number in your response.

Shirley A. Gifford, Director
Alcoholic Beverage Control Board
5848 E. Tudor Road
Anchorage, Alaska 99507

A Response is Required

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Receipt:	Violation Observed By: F.R. Hamilton
Filed By: F.R. Hamilton	Title: Investigator III

Submitted by: Chair of the Assembly at the Request of the Mayor
Prepared by: Community Development Department
For reading: October 22, 2013

CLERK'S OFFICE
APPROVED
Date: 10-22-13

Anchorage, Alaska
AR 2013-268

A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY APPROVING AN ALCOHOLIC BEVERAGES CONDITIONAL USE FOR A BEVERAGE DISPENSARY DUPLICATE USE AND LICENSE NUMBER 5260, IN THE B-2A (CENTRAL BUSINESS, CORE) DISTRICT FOR HARD ROCK CAFÉ INTERNATIONAL (STP), INC., DBA HARD ROCK CAFE; AT 415 'E' STREET, WITHIN ORIGINAL TOWNSITE SUBDIVISION, BLOCK 43, LOT 6; GENERALLY LOCATED SOUTH OF WEST 4TH AVENUE, WEST OF 'D' STREET, NORTH OF WEST 5TH AVENUE, AND EAST OF 'E' STREET, IN ANCHORAGE.

(Downtown Community Council) (Case 2013-136)

THE ANCHORAGE ASSEMBLY RESOLVES:

Section 1. A conditional use permit is hereby approved for an alcoholic beverages conditional use for a beverage dispensary duplicate use and license number 5260, in the B-2A (central business, core) district for Hard Rock Café International (STP), Inc., dba Hard Rock Cafe; 415 'E' Street, within Original Townsite Subdivision, Block 43, Lot 6; generally located south of West 4th Avenue, west of 'D' Street, north of West 5th Avenue, and east of 'E' Street in Anchorage. This conditional use generally meets the applicable provisions of AMC 10.50, AMC 21.15.030, AMC 21.40.150D.12., AMC 21.50.020 and AMC 21.50.160.

Section 2. This conditional use is approved subject to the following conditions:

1. A notice of zoning action shall be filed with the State of Alaska Recorder's Office within 120 days of the Assembly's approval for this beverage dispensary duplicate license.

2. All uses shall conform to the plans and narrative submitted with this conditional use application as amended by this approval, except that the licensee may change the hours of operation listed on the application in accordance with all applicable laws without having to modify the conditional use.

EXHIBIT D

3. This alcoholic beverages conditional use approval is for a beverage dispensary duplicate use and license number 5260 in the B-2A (central business, core) district in accordance with AMC 10.50, AMC 21.15.030, AMC 21.40.150D.12., AMC 21.50.020 and AMC 21.50.160 for 6,500 square feet on the second floor of the building located at 415 West 4th Avenue, within Original Townsite Subdivision, Block 43, Lot 6.

4. The licensed premise shall be a bona fide restaurant as defined in the regulations of the ABC board (13 AAC 304.305). The licensed premise shall not be used at any time, now, or in the future, as anything other than a bona fide restaurant.

5. Gross receipts from the sale of alcoholic beverages shall not exceed 25% of total gross sales.

6. On-premise sale of alcoholic beverages may be seven days a week as permitted per Anchorage Municipal Code 10.50.015C. and Alaska Alcoholic Beverage Control Board requirements.

7. Employees will be trained in accordance with the Alcoholic Beverage Control Board's 'Liquor Server Awareness Training Program,' in accordance with Alaska Statute 04.21.025. Upon demand, the applicant shall demonstrate compliance with a liquor "Server Awareness Training Program" approved by the State of Alaska Alcoholic Beverage Control Board, such as or similar to, the program for 'Techniques in Alcohol Management (T.A.M.).'

8. The use of the property by any person for the permitted purposes shall comply with all current and future federal, state and local laws and regulations including but not limited to laws and regulations pertaining to the sale, dispensing, service and consumption of alcoholic beverages and the storage, preparation, sale, service and consumption of food. The owner of the property, the licensee under the Alcoholic Beverage Control license and their officers, agents and employees shall not knowingly permit or negligently fail to prevent the occurrence of illegal activity on the property.

9. A copy of the conditions imposed by the Assembly in connection with this conditional use approval shall be maintained on the premise at a location visible to the public.

Section 3. Failure to comply with the conditions of this conditional use permit shall constitute grounds for its modification or revocation.

Section 4. This resolution shall become effective immediately upon passage and approval by the Anchorage Assembly.

PASSED AND APPROVED by the Anchorage Assembly this 22nd day of October, 2013.

ATTEST: Chair

Barbara A. Jones
Municipal Clerk

(Case 2013-136; Parcel ID# 002-105-40)

MUNICIPALITY OF ANCHORAGE

ASSEMBLY MEMORANDUM

No. AM 587-2013

Meeting Date: October 22, 2013

From: MAYOR

Subject: **A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY APPROVING AN ALCOHOLIC BEVERAGES CONDITIONAL USE FOR A BEVERAGE DISPENSARY DUPLICATE USE AND LICENSE NUMBER 5260, IN THE B-2A (CENTRAL BUSINESS, CORE) DISTRICT FOR HARD ROCK CAFÉ INTERNATIONAL (STP), INC., DBA HARD ROCK CAFE; AT 415 'E' STREET, WITHIN ORIGINAL TOWNSITE SUBDIVISION, BLOCK 43, LOT 6; GENERALLY LOCATED SOUTH OF WEST 4TH AVENUE, WEST OF 'D' STREET, NORTH OF WEST 5TH AVENUE, AND EAST OF 'E' STREET, IN ANCHORAGE.**

Hard Rock International (STP), Inc., dba Hard Rock Cafe, has made application for an alcoholic beverages conditional use for a beverage dispensary duplicate use and license number 5260, in the B-2A (central business, core) district, located within Original Townsite Subdivision, Block 43, Lot 6.

The petition site contains 6,500 square feet on the second floor of the building at 415 'E' Street. There is an original beverage dispensary conditional use approved for the first floor and a portion of the basement of the same building (AR 2013-186). The restrictions on the original conditional use require the licensed premise have a bonafide restaurant and for gross receipts from the sale of alcoholic beverages to not exceed 25% of gross sales. These conditions stem from an agreement between the municipality and the previous and current licensees, signed on December 21, 2012. The restrictions apply to the establishment as a whole, which are a combination of the original conditional use on the first floor and a portion of the basement (for warehousing of liquor) and this duplicate license on the second floor.

On-premise sale of alcoholic beverages may be seven days a week as permitted per Anchorage Municipal Code 10.50.015C. and Alaska Alcoholic Beverage Control Board requirements.

All servers of alcoholic beverages will be trained in accordance with the Alcoholic Beverage Control Board's Liquor Server Awareness Training Program.

Within 1,000 feet of this application, there are 2 package store, 1 package store tourist, 3 brewpub, 1 brewery, 23 beverage dispensary, 6 beverage dispensary duplicate, 1 theater, and 14 restaurant and eating place alcoholic beverages licenses. There are no known schools or churches within 200 feet of this site.

Ninety-seven public hearing notices were mailed on October 1, 2013. No responses were received from the public or the Downtown Community Council.

There are no delinquent personal property taxes or real property taxes owing at this time. No comments were received from the Anchorage Police Department.

THE ADMINISTRATION RECOMMENDS APPROVAL.

Prepared by:	Francis McLaughlin, Current Planning Section
Approved by:	Jerry T. Weaver Jr., Director
	Community Development Department
Concur:	Dennis A. Wheeler, Municipal Attorney
Concur:	George J. Vakalis, Municipal Manager
Respectfully submitted:	Daniel A. Sullivan, Mayor

Division of Corporations, Business and Professional Licensing

License Details

License #: 994667
Business Name: FUSIONS BAR & GRILL
Status: INACTIVE
Business Type: SOLE PROPRIETOR
Issue Date: 9/20/2013
Expiration Date: 12/31/2014
Primary Line of Business: 72 - Accommodation and Food Services
Primary NAICS: 722110 - FULL-SERVICE RESTAURANTS
Secondary Line of Business: 72 - Accommodation and Food Services
Secondary NAICS: 722410 - DRINKING PLACES (ALCOHOLIC BEVERAGES)
Mailing Address: 2234 STOCKDALE CIR., ANCHORAGE, AK 99515
Physical Address: 720 GAMBELL ST., ANCHORAGE, AK 99501
Note:

Owners

ROBERT ALEXANDER

Tobacco Endorsements

EXHIBT E

Division of Corporations, Business and Professional Licensing

License Details

License #: 1001049
Business Name: FUSIONS BAR & GRILL
Status: INACTIVE
Business Type: PARTNERSHIP
Issue Date: 2/11/2014
Expiration Date: 12/31/2015
Primary Line of Business: 72 - Accommodation and Food Services
Primary NAICS: 722110 - FULL-SERVICE RESTAURANTS
Secondary Line of Business: 72 - Accommodation and Food Services
Secondary NAICS: 722410 - DRINKING PLACES (ALCOHOLIC BEVERAGES)
Mailing Address: 720 GAMBELL ST., ANCHORAGE, AK 99501
Physical Address: 720 GAMBELL ST., ANCHORAGE, AK 99501
Note:

Owners

ROBERT ALEXANDER
HAN YOUNG CHO

Tobacco Endorsements

RECEIVED
OFFICE OF
DEC 22 2014
MUNICIPAL CLERK

ALASKA WORKERS' COMPENSATION BOARD

P.O. Box 115512 Juneau, Alaska 99811-5512

IN THE MATTER OF THE PETITION FOR A FINDING OF FAILURE TO INSURE WORKERS' COMPENSATION LIABILITY, AND ASSESSMENT OF A CIVIL PENALTY AGAINST,	FINAL DECISION AND ORDER
	AWCB Case No. 700004468
	AWCB Decision No. 14-0137
ROBERT ALEXANDER, sole proprietor, dba BINGO SOUTH, TRI-GRILL, ALEXANDER'S PAINTING, S LOUNGE BAR & GRILL, FUSIONS BAR & GRILL; and ROBERT ALEXANDER and HAN YOUNG CHO, a partnership, dba FUSIONS BAR & GRILL,	Filed with AWCB Anchorage, Alaska on October 10, 2014
Respondents.	

The Division of Workers' Compensation, Special Investigations Unit's Petition for Failure to Insure Workers' Compensation Liability and Assessment of a Civil Penalty, as amended, was heard in Anchorage, Alaska on September 17, 2014, a date selected on June 19, 2014. Investigator Christine Christensen represented the Special Investigations Unit ("SIU" or "Division") and testified. Robert Alexander appeared, represented both himself as sole proprietor and the partnership with Han Young Cho, and testified. The record closed on September 19, 2014, after Mr. Alexander filed additional evidence.

EXHIBIT F

ISSUES

The Division contends Mr. Alexander operated several businesses as a sole proprietorship, and one business in partnership with Han Young Cho, using employee labor without maintaining workers' compensation insurance. The Division contends a civil penalty should be assessed.

Mr. Alexander concedes the Division's allegations and asks that mitigating circumstances be considered in assessing any penalty. Mr. Alexander also accepts sole responsibility for any penalties which may be assessed against the partnership.

1) Should penalties be assessed against Robert Alexander, sole proprietor, for failure to insure for workers' compensation liability, and if so, in what amounts?

2) Should penalties be assessed against the partnership of Robert Alexander and Han Young Cho, doing business as Fusions Bar & Grill, for failure to insure for workers' compensation liability, and if so, in what amounts?

FINDINGS OF FACT

The following facts and factual conclusions are either undisputed or established by a preponderance of the evidence:

1) Robert Alexander is a sole proprietor, owning and operating Alexander's Painting since April 19, 2002, Bingo South since September 10, 2010 and Tri-Grill since June 6, 2012. (Alexander; Business License details, all entities, State of Alaska (SOA) Division of Corporations, Business and Professional Licensing).
2) Bingo South is a gaming establishment offering bingo and pull tabs for customers. Staff duties include operating a cash register, exchanging money, selling pull tabs, operating the bingo caller, delivering food and drink orders from Tri-Grill, and assisting customers with other needs. (Christensen; Alexander).
3) Tri-Grill is a full service restaurant offering lunch and dinner from 11:00 a.m. to 1:00 a.m. Sunday through Wednesday, and 11:00 a.m. to 3:00 a.m. on Thursday, Friday, and Saturday. It provides dine-in, carry-out and delivery services. Staff duties include cooking, preparing and serving food, washing dishes and operating a vehicle while delivering orders. Bingo South and

Tri-Grill are both located at 1041 E. 76th Ave., Anchorage, Alaska 99518. (Business License details, Bingo South, Tri-Grill, SOA Division of Corporations, Business and Professional Licensing; Christensen; Alexander).

4) In 2012, Mr. Alexander was before the board as a sole proprietor doing business as Bingo South (AWCB Case No. 700004026). In that case Mr. Alexander was found uninsured from November 26, 2010 to December 22, 2011, a lapse of 391 consecutive calendar days. Mr. Alexander conceded the facts alleged in the Division's petition, and stipulated to a discounted penalty of $12,690.00. The stipulation became a board order on August 21, 2012. (Stipulation and Order, AWCB Case No. 700004026). It allowed a payment plan, with payments to commence on August 28, 2012. The order informed that failure to make a single timely payment brought the entire unpaid portion of the penalty immediately due and owing. Mr. Alexander made no payments toward satisfying the stipulated penalty, and was declared in default by the Division Director. (Notice/Declaration of Default, June 26, 2013). After receiving the Notice of Default, Mr. Alexander began making payments on the penalty. At the time of hearing in the instant case, $4,140.00 of the 2012 penalty remained unpaid. (Payment history, AWCB Case No. 700004026).

5) The insurance policy Mr. Alexander obtained following the 2010-2011 lapse, was in his name as a sole proprietor, doing business as two entities, Bingo South and Alexander's Painting. The coverage was for a period of one year, until December 22, 2012, and carried an estimated annual premium of $6,149.00. (Alaska National Insurance Co. (ANIC) Policy No. 11LWW93600). The policy did not initially include Tri-Grill, which was not a licensed business until June 6, 2012. (*Id.*; Business License details, SOA Division of Corporations, Business and Professional Licensing).

6) During the policy period cancellation notices for non-payment of premiums, or for failure to comply with audit requirements, were mailed to Mr. Alexander on three occasions: March 27, 2012, June 13, 2012 and August 30, 2012. Reinstatement of the policy without lapse followed each cancellation notice. (Proof of Coverage Inquiry, NCCI, ANIC Policy No. 11LWW93600).

7) On October 31, 2012, Alaska National wrote Mr. Alexander notifying him the policy would expire on December 22, 2012 and would not be renewed unless the required premium deposit was received by December 21, 2012. (Letter containing "Important Renewal Information," October 31, 2012

8) On December 10, 2012, Alaska National wrote Mr. Alexander requesting he complete an enclosed audit form in order for the insurer to calculate the final premium for the December 22, 2011 to December 22, 2012 policy term. The letter cautioned "Non-compliance with this final audit request will result in cancellation of current coverage." (Audit request, December 10, 2012).

9) On December 13, 2012, Alaska National sent Mr. Alexander a further request. It notified him it had received a copy of the Tri-Grill business license, informed him that in the Assigned Risk Pool in which his coverage was written, all of his businesses were covered unless insurance was provided by another carrier. He was instructed to complete the enclosed ERM-14 form outlining changes in his business operations, to sign and return the form by December 20, 2012, or risk cancellation. (Second Request, ANIC, December 13, 2012).

10) The ERM-14 was not completed. The Alaska National policy expired on December 22, 2012 and was not renewed. (Record; Alexander).

11) On September 12, 2013, Mr. Alexander obtained a new insurance policy through Liberty Mutual Insurance Company with an estimated annual premium of $8,461.00. (Policy No WC5-39S-322565-013, effective September 12, 2013).

12) Mr. Alexander was uninsured during the period December 22, 2012 through and including September 11, 2013, a period of 264 calendar days. (NCCI Proof of Coverage; Alexander; calculation).

13) During this uninsured period Mr. Alexander operated Bingo South and Tri-Grill using employee labor. He employed 29 people, who worked 13,889.56 hours, or a total of 1,736.2 uninsured employee work days (13,889.56 divided by 8.0 = 1,736.2 uninsured employee work days). (Bingo South/Tri-Grill payroll records; Lapse #1 worksheet; Alexander; 8 AAC 45.176(e)(2)).

14) On September 20, 2013, Mr. Alexander, as a sole proprietor, obtained a business license for Fusions Bar & Grill. (Business License details, Fusions Bar & Grill, SOA Division of Corporations, Business and Professional Licensing).

15) Fusions Bar & Grill is a night club and restaurant offering a full service bar and dine-in services, located at 720 Gambell Street, Anchorage, Alaska. Staff duties include waiting tables, serving food and drinks, both alcoholic and non-alcoholic, tending bar, cooking and preparing food and washing dishes. Restaurant hours are from 11:00 a.m. to 10:00 p.m. The bar remains open until 3:00 a.m. (*Id.*; Christensen; Alexander).

16) On October 1, 2013, the Division served Mr. Alexander with a Petition for Finding of Failure to Insure under AS 23.30.075, Assessment of Civil Penalty under AS 23.30.080(f) and 8 AAC 45.176, and a Discovery Demand. It sought numerous items pertaining to Mr. Alexander's use of employee labor at Bingo South, Tri-Grill and Alexander's Painting, including but not limited to time cards, payroll summaries, work schedule calendars, contracts of hire, 1099 forms for purported independent contractors, income tax returns for 2010 – 2012, and profit and loss statements and balance sheets for all years including 2013 to date. Discovery was due on November 1, 2013. (Petition, Discovery Demand, Return of Service).

17) Mr. Alexander did not provide the discoverable items within the allotted 30 day time frame. (Christensen; Alexander).

18) On November 27, 2013, Fusions Bar & Grill opened its doors for business. (Business License details, Fusions Bar & Grill, SOA Division of Corporations, Business and Professional Licensing; Alexander, Letter, August 13, 2014).

19) At 12:01 a.m., December 20, 2013, the Liberty Mutual policy obtained in September was cancelled for non-payment of premium. (Notice of Cancellation, Policy No WC5-39S-322565-013, 11/25/2013).

20) At a prehearing conference on January 28, 2014, Mr. Alexander was ordered to provide the discoverable documents contained in the Division's October 1, 2013 discovery demand no later than February 28, 2014. (Prehearing conference summary, served February 15, 2014).

21) On February 11, 2014, Mr. Alexander converted his business interest in Fusions Bar & Grill from a sole proprietorship to a partnership with Han Young Cho. Mr. Cho owns the building at 720 Gambell Street, in which the business operates. Mr. Alexander is in charge of the day to day operations of the business. (Business License details, Fusions Bar & Grill, SOA Division of Corporations, Business and Professional Licensing; Alexander; Letter, August 13, 2014)

22) On February 27, 2014, Mr. Alexander provided partial discovery. (Christensen; Alexander).

23) On March 4 and 5, 2014, the Division served both Mr. Alexander and Mr. Cho with an Amended Petition for Finding of Failure to Insure and Assessment of Civil Penalty, and Discovery Demand. The Amended Petition added S Lounge Bar & Grill and Fusions Bar & Grill as alleged uninsured entities, and added to the charges the further lapse in coverage which began on December 20, 2013. (Amended Petition, Discovery demand; Return of service receipt).

24) On March 19, 2014, Mr. Alexander obtained new insurance coverage through Liberty Mutual Insurance Corporation, policy #WC529S322565024. The policy included Bingo South, Tri-Grill and Fusions, and carried a total estimated annual premium cost of $23,055.00. (Policy #WC529S322565024).

25) Mr. Alexander was uninsured during the period December 20, 2013 through and including March 18, 2014, a period of 89 calendar days. (NCCI Proof of Coverage; Alexander; calculation).

26) During this uninsured period Mr. Alexander continued operating Bingo South and Tri-Grill using employee labor. For these two entities he employed 20 people, who worked a total of 5,085.72 hours, for a total of 635.7 uninsured employee work days (5,085.72 divided by 8.0 = 635.7 uninsured employee work days). (Bingo South/Tri-Grill payroll records; Lapse #2 worksheet; Alexander; 8 AAC 45.176(e)(2)).

27) On May 3, 2014, the Liberty Mutual policy was cancelled for failure to comply with the insurer's auditing department requests. (Letter from Valerie Hankes to Alexander, April 8, 2014).

28) On May 28, 2014, Mr. Alexander obtained another policy of insurance through Liberty Mutual, policy #WC5-39S322565034. (Liberty Mutual, policy #WC5-39S322565034).

29) Mr. Alexander was uninsured during the period May 3, 2014 through and including May 27, 2014, a period of 25 calendar days. (Calculation).

30) During this uninsured period Mr. Alexander continued operating Bingo South and Tri-Grill using employee labor. For these entities during this period he employed 17 people, who worked a total of 175 uninsured employee work days (Bingo South/Tri-Grill payroll records; Lapse #3 worksheet; Alexander).

31) On June 19, 2014, the Division filed its Second Amended Petition and amended discovery demand, adding the third lapse period and seeking additional discovery and a further penalty. (Amended Petition, Amended Discovery Demand, Affidavit of Service and receipt).

32) At a June 19, 2014, prehearing conference, the board designee renewed the order for Mr. Alexander to produce all of the information requested by the Division for all lapse periods no later than July 21, 2014. A hearing on the petition, as amended, was scheduled for September 17, 2014. (Prehearing conference summary, dated June 23, 2014).

33) On July 25, 2014, Mr. Alexander provided partial discovery. Tri-Grill and Fusions Bar & Grill information was not provided. (Christensen; Alexander).

34) On August 4, 2013, the Division served Mr. Alexander with a subpoena duces tecum requiring production no later than August 15, 2014. (Subpoena Duces Tecum, Affidavit of Personal Service, August 4, 2013).

35) On August 13, 2014, Mr. Alexander responded to the subpoena. (Letter, August 13, 2014).

36) Mr. Alexander identified three additional people other than himself who worked at Fusions during the uninsured periods: "RP," who worked two hours on Friday and Saturday nights, for a total of four hours per week; Mr. Alexander's wife, Serena Alexander, who he identified as an "owner" for whom time cards were not kept; and "SC, who he identified as Fusions' former owner whose "financial compensation was negotiated in the business price," and no information concerning hours worked provided (Letter, August 13, 2014; Lapse period worksheets).

37) During the period Fusions operated as an uninsured sole proprietorship, from December 20, 2013 through and including February 10, 2014, RP worked 16 uninsured employee work days. Uninsured employee work days attributable to Serena Alexander and SC's employment cannot be calculated due to Mr. Alexander's failure to supply sufficient information concerning their work hours. (Letter, August 13, 2014; Lapse period worksheets; calculation).

38) Beginning February 11, 2014, when Fusions began operating as a partnership, until it was again insured for workers' compensation liability on March 19, 2014, RP worked 10 uninsured employee work days. Uninsured employee work days attributable to Serena Alexander and SC's employment cannot be calculated due to Mr. Alexander's and Mr. Cho's failure to supply sufficient information concerning their work hours. (*Id.*).

39) During the uninsured period May 3, 2014 through May 27, 2014, RP worked seven (7) uninsured employee work days. Uninsured employee work days attributable to Serena Alexander's employment cannot be calculated due to Mr. Alexander's failure to supply sufficient information concerning her work hours. (*Id.*).

40) Mr. Alexander also identified two salaried employees of Bingo South, Tri-Grill and Fusions, "AK and "JR-R," who were employed full time, five days per week, during the uninsured partnership period May 3, 2014 through May 27, 2014, who together worked 38 uninsured employee work days. Uninsured hours worked by these individuals for Bingo South, Tri-Grill

and Fusions operating as sole proprietorship are included in the total uninsured employee work days calculated above for the sole proprietorships. (*Id.* Lapse period worksheets).

41) The partnership of Mr. Alexander and Mr. Cho, doing business as Fusions Bar & Grill, utilized employee labor while uninsured no less than 55 uninsured employee work days. (Findings of Fact 39, 40).

42) Neither Mr. Alexander as a sole proprietor, nor Mr. Alexander and Mr. Cho, as partners, are required to include themselves as "employees" under the business' workers' compensation policy. Mrs. Alexander and "SC" are not listed as among the business partners or owners and are thus not exempt from workers' compensation coverage. (Business License details, Fusions Bar & Grill, Division of Corporations, Business and Professional Licensing; AS 23.30.239).

43) S Lounge Bar & Grill never operated as a going concern. (Letter, August 13, 2014).

44) There is no evidence Alexander's Painting used employee labor during any of the time periods examined here. (Record; observation).

45) However, in 2006, while doing business as Alexander's Painting, at least two injuries were reported to Mr. Alexander's employees, one involving time loss for a shoulder injury, and one a fatality. Mr. Alexander was insured for workplace injuries when these injuries occurred. (AWCB ICERS database, AWCB Case Nos. 200612668, 200618206).

46) Mr. Alexander accepted sole responsibility for any civil penalty assessed against Fusions Bar & Grill, whether operating as a sole proprietorship or partnership. (Alexander).

47) Mr. Alexander testified he would be capable of affording a monthly penalty payment of $300.00, as this is in the neighborhood of the monthly amount he agreed to pay for his earlier violation. (Alexander).

48) Mr. Alexander did not testify he would be incapable of affording a monthly penalty payment greater than $300.00, nor did he indicate a greater amount would jeopardize either his sole proprietorships or the partnership. The evidence demonstrates Mr. Alexander is capable of affording a monthly penalty payment greater than $300.00. (Judgment).

49) Bingo South is a cash business, reporting gross receipts of $7,485,200 in 2012 in "Bingo Sales" and "Pull Tab Sales," and similar amounts in 2013. (Robert Alexander, Schedule C, Bingo South, 2012; Bingo South Profit and Loss Statement, 2013).

50) Despite substantial gross income, the business reported net income to Mr. Alexander for 2012 of only $230,241.57. (Bingo South Profit and Loss Statement, 2012). While this income alone

reflects an ability to pay a monthly penalty payment greater than $300 per month, the net income reported was calculated after significant and suspect deductions, not only in 2012, but evident also in the 2011 and 2013 Profit and Loss Statements (P & L) for Bingo South. For example, Bingo South moved from Brayton Drive to 1041 E. 76th Avenue, Anchorage, Alaska in 2011. The 2011 P & L contains a line item for "moving costs" of $65,585.07, not necessarily unreasonable given the business moved its physical location in 2011. Yet, although Bingo South has remained at the E. 76th Avenue address since the 2011 move, its P & Ls for 2012 and 2013 continue to report "Moving Costs" of $92,036.21 and $73,118.44, respectively. When questioned about this inconsistency Mr. Alexander offered an elusive account of these entries as litigation costs connected with capital construction disguised as "Moving Costs." While "Telephone Expenses" in 2011 were a reasonable $1,075.74, in 2012 and 2013 Mr. Alexander's "Telephone Expenses" line item unaccountably mushroomed to $16,984.49 and $13,401.31. Facility rents for 2012 and 2013 were listed as $234,350.00 and $261,200.00, respectively, which Mr. Alexander insisted were supported by signed lease agreements. When asked to provide copies of the 2012 and 2013 leases, however, he instead filed unsigned drafts of purported leases proposed for 2014 – 2017. Furthermore, in addition to the facility rent listed at $234,350.00 and $261,200.00, the P & Ls contain line items for "Other Facility Costs" of $85,920.47 and $91,465.37, which Mr. Alexander could not explain. (P & Ls, Bingo South, 2011-2013; Alexander; Leases).

51) Concerning assets potentially available to satisfy a civil penalty, Mr. Alexander admitted he owned a Dodge Viper and a CXT International, the latter he was observed driving when he departed the hearing, but claimed he borrowed $50,000 cash from an individual named "Abdul," whose last name he did not know, using the vehicles as collateral. He then produced a July 1, 2014, no interest, Promissory Note, with a six month term, showing an indebtedness to "Abdyl Konhuji" for $130,000 with the vehicles as collateral (not the $50,000 to which he testified), and the registrations for the two vehicles issued to Mr. Konhuji. He provided no explanation for the discrepancy in the amount of the purported collateral for the vehicles. (Alexander; observation; Promissory Note, vehicle registrations).

52) Concerning real property in which he has an interest, Mr. Alexander testified he quitclaimed the home in which he and his family live in to his mother, who he admitted does not also live in the house. He conceded he and his wife acquired the commercial property at 2037 E. 5th Avenue,

Anchorage this year, which they purchased from the Municipality of Anchorage for back taxes and own "free and clear," but the property is in his wife's name only. Mr. Alexander testified the only property in his name is a residential vacant lot in East Anchorage. (Alexander).

53) Mr. Alexander hinted, without elaboration, he has an interest in a new business which is not yet operational. (Alexander).

54) Mr. Alexander's intimation he is both cash and property poor is not credible. (Judgment).

55) Mr. Alexander's explanation for his multiple lapses in workers' compensation coverage, that he wears himself thin with his businesses and has only recently been able to afford to hire someone to handle some details he cannot make time for, is both unsympathetic and unbelievable given the size of his business' cash receipts, the number of employees, the size of his payroll, and his burgeoning business interests. (Judgment).

PRINCIPLES OF LAW

> **AS 23.30.001. Intent of the legislature and construction of chapter.** It is the intent of the legislature that
>
> (1) this chapter be interpreted . . . to ensure . . . quick, efficient, fair, and predictable delivery of indemnity and medical benefits to injured workers at a reasonable cost to the employers who are subject to the provisions of this chapter; . . .

The Alaska Workers' Compensation Board (board) may base its decisions not only on direct testimony and other tangible evidence, but also on the board's "experience, judgment, observations, unique or peculiar facts of the case, and inferences drawn from all of the above." *Fairbanks North Star Borough v. Rogers & Babler*, 747 P.2d 528, 533-34 (Alaska 1987). An adjudicative body must base its decision on the law, whether cited by a party or not. *Barlow v. Thompson*, 221 P.3d 998 (Alaska 2009).

> **AS 23.30.060. Election of direct payment presumed.**
> (a) An employer is conclusively presumed to have elected to pay compensation directly to employees for injuries sustained arising out of and in the course of the employment according to the provisions of this chapter, until notice in writing of insurance, stating the name and address of the insurance company and the period of insurance, is given to the employee.

AS 23.30.075. Employer's liability to pay.

(a) An Employer under this chapter, unless exempted, shall either insure and keep insured for the Employer's liability under this chapter in an insurance company or association . . . or shall furnish the board satisfactory proof of the Employer's financial ability to pay directly the compensation provided for. . . .

AS 23.30.080. Employer's failure to insure.
(a) If an employer fails to comply with AS 23.30.075. . . .
. . .

(d) If an employer fails to insure or provide security as required by AS 23.30.075, the board may issue a stop order prohibiting the use of employee labor by the employer until the employer insures or provides the security as required by AS 23.30.075. The failure of an employer to file evidence of compliance as required by AS 23.30.085 creates a rebuttable presumption that the employer has failed to insure or provide security as required by AS 23.30.075. If an employer fails to comply with a stop order issued under this section, the board shall assess a civil penalty of $1,000 a day. The employer may not obtain a public contract with the state or a political subdivision of the state for three years following the violation of the stop order.

. . . .

(f) If an employer fails to insure or provide security as required by AS 23.30.075, the division may petition the board to assess a civil penalty of up to $1,000.00 for each employee for each day an employee is employed while the employer failed to insure or provide the security required by AS 23.30.075. The failure of an employer to file evidence of compliance as required by AS 23.30.085 creates a rebuttable presumption that the employer failed to insure or provide security as required by AS 23.30.075.

(g) If an employer fails to pay a civil penalty order issued under (d), (e), or (f) of this section within seven days after the date of service of the order upon the employer, the director may declare the employer in default. The director shall file a certified copy of the penalty order and declaration of default with the clerk of the superior court. The court shall, upon the filing of the copy of the order and declaration, enter judgment for the amount declared in default if it is in accordance with law. Anytime after a declaration of default, the attorney general shall, when requested to do so by the director, take appropriate action to ensure collection of the defaulted payment. Review of the judgment may be had as provided under the Alaska Rules of Civil Procedure. Final proceedings to execute the judgment may be had by writ of execution.

The severity of AS 23.30.080(f) is a policy statement: failure to insure for workers' compensation liability will not be tolerated in Alaska. A penalty's primary goal is not to be unreasonably punitive, but rather to bring an employer into compliance, deter future lapses, ensure the continued employment of the business' employees in a safe work environment, and satisfy the community's interest in fairly penalizing an offender. *Ivan Moore d/b/a Ivan Moore Research v. State of Alaska, Division of Workers' Compensation,* AWCAC Decision No. 092 (November 17, 2008); referencing *Alaska R&C Communications, LLC v. State of Alaska, Division of Workers' Compensation,* AWCAC Decision No. 088 (September 16, 2008). A penalty is not intended to destroy a business or reduce employment (*Alaska R&C* at 12). In assessing a civil penalty, consideration is given to the duration of the insurance lapse, the scope and severity of the risk associated with the offending employer's conduct, the culpability of the employer's conduct, the impact on the community and employees, and the employer's ability to pay (*id.* at 22-27).

For lapses prior to February 28, 2010, the effective date of 8 AAC 45.176, a wide range of penalties, from $0 to $1,000 per uninsured employee work day, have been assessed based on specific circumstances. *See, e.g., In re Homer Senior Citizens, Inc.*, AWCB Decision No. 07-0334 (November 6, 2007) (no penalty); *In re Casa Grande, Inc. and Francisco Barajas,* AWCB Decision No. 07-0288 (September 21, 2007) ($1,000 per employee per day with part suspended). For lapses on or after February 28, 2010, 8 AAC 45.176 established minimum and maximum penalty benchmarks, based primarily on enumerated aggravating factors.

Ordinarily, provisions providing penalties against employers will be strictly construed. *Petty v. Mayor, et al., of College Park,* 11 S.E.2d 246 (Georgia 1940). However the board does have the authority to suspend part of a penalty in light of mitigating circumstances. *Miller's Market v. State of Alaska*, AWCAC Decision No. 161 (May 14, 2012) found penalty suspension was not an abuse of discretion when it stemmed from reluctance to jeopardize the continued viability of the employer's business.

AS 23.30.085. Duty of employer to file evidence of compliance.

(a) An employer subject to this chapter, unless exempted, shall initially file evidence of compliance with the insurance provisions of this chapter with the division, in the form prescribed by the director. The employer shall also give evidence of compliance within 10 days after the termination of the employer's insurance by expiration or cancellation. These requirements do not apply to an employer who has certification from the board of the employer's financial ability to pay compensation directly without insurance.

(b) If an employer fails, refuses, or neglects to comply with the provision of this section, the employer shall be subject to the penalties provided in AS 23.30.070 for failure to report accidents; but nothing in this section may be construed to affect the rights conferred upon an injured employee or the employee's beneficiaries under this chapter.

AS 23.30.122. Credibility of witnesses. The board has the sole power to determine the credibility of a witness. A finding by the board concerning the weight to be accorded a witness's testimony, including medical testimony and reports, is conclusive even if the evidence is conflicting or susceptible to contrary conclusions. The findings of the board are subject to the same standard of review as a jury's finding in a civil action.

8 AAC 45.176. Failure to provide security: assessment of civil penalties.

(a) If the board finds an employer to have failed to provide security as required by AS 23.30.075, the employer is subject to a civil penalty under AS 23.30.080(f), determined as follows:

(1) if an employer has an inadvertent lapse in coverage, the civil penalty assessed under AS 23.30.080(f) for the employer's violation of AS 23.30.075 may be no more than the prorated premium the employer would have paid had the employer been in compliance with AS 23.30.075; the division shall consider a lapse in coverage of not more than 30 days to be inadvertent if the employer has changed carriers, ownership of the employer has changed, the form of the business entity of the employer has changed, the individual responsible for obtaining workers' compensation coverage for the employer has changed, or the board determines an unusual extenuating circumstance to qualify as an inadvertent lapse;

(2) if an employer has not previously violated AS 23.30.075, and is found to have no aggravating factors, and agrees to a stipulation of facts and executes a confession of judgment without action, without a board hearing, the employer will be assessed a civil penalty of two times the premium the employer would have paid had the employer complied with AS 23.30.075;

(3) if an employer has not previously violated AS 23.30.075, and is found to have no more than three aggravating factors, the employer will be assessed a civil penalty of no less than $10 and no more than $50 per uninsured employee workday; however, the civil penalty may not be less than two times the premium the employer would have paid had the employer complied with AS 23.30.075; without a board hearing, if an employer agrees to a stipulation of facts and executes a confession of judgment without action, the employer will be given a 25 percent discount of the assessed civil penalty; however, the discounted amount may not be less than any civil penalty that would be assessed under (2) of this subsection;

(4) if an employer is found to have no more than six aggravating factors, the employer will be assessed a civil penalty of no less than $51 and no more than $499 per uninsured employee workday; however, the civil penalty may not be less than two times the premium the employer would have paid had the employer complied with AS 23.30.075; without a board hearing, if an employer agrees to a stipulation of facts and executes a confession of judgment without action, the employer will be given a 25 percent discount of the assessed civil penalty; however, the discounted amount may not be less than any civil penalty that would be assessed under (3) of this subsection;

(5) if an employer is found to have no fewer than seven and no more than 10 aggravating factors, the employer will be assessed a civil penalty of no less than $500 and no more than $999 per uninsured employee workday; however, the civil penalty may not be less than four times the premium the employer would have paid had the employer complied with AS 23.30.075; without a board hearing, if an employer agrees to a stipulation of facts and executes a confession of judgment without action, the employer will be given a 25 percent discount of the assessed civil penalty; however, the discounted amount may not be less than any civil penalty that would be assessed under (4) of this subsection;

(6) if an employer is found to have more than 10 aggravating factors, the employer will be assessed a civil penalty of $1,000 per uninsured employee workday.

(b) A civil penalty assessed under (a) of this section may not exceed the maximum civil penalty allowed under AS 23.30.080(f).

(c) An employer receiving government funding of any form to obtain workers' compensation coverage under AS 23.30.075 that fails to provide that coverage may be assessed the maximum civil penalty under AS 23.30.080(f).

(d) For the purposes of this section, "aggravating factors" include

(l) failure to obtain workers' compensation insurance within 10 days after the division's notification of a lack of workers' compensation insurance;

(2) failure to maintain workers' compensation insurance after previous notification by the division of a lack of coverage;

(3) a violation of AS 23.30.075 that exceeds 180 calendar days;

(4) previous violations of AS 23.30.075;

(5) issuance of a stop order by the board under AS 23.30.080(d), or the director under AS 23.30.080(e);

(6) violation of a stop order issued by the board under AS 23.30.080(d), or the director under AS 23.30.080(e);

(7) failure to comply with the division's initial discovery demand within 30 days after the demand;

(8) failure to pay a penalty previously assessed by the board for violations of AS 23.30.075;

(9) failure to provide compensation or benefits payable under the Act to an uninsured injured employee;

(10) a history of injuries or deaths sustained by one or more employees while employer was in violation of AS 23.30.075;

(11) a history of injuries or deaths while the employer was insured under AS 23.30.075;

(12) failure to appear at a hearing before the board after receiving proper notice under AS 23.30.110;

(13) cancellation of a workers' compensation insurance policy due to the employer's failure to comply with the carrier's requests or procedures;

(14) lapses in business practice that would be used by a reasonably diligent business person, including

(A) ignoring certified mail;
(B) failure to properly supervise employees; and
(C) failure to gain a familiarity with laws affecting the use of employee labor;

(15) receipt of government funding of any form to obtain workers' compensation coverage under AS 23.30.075, and failure to provide that coverage.

(e) In this section,

. . .

> (2) "uninsured employee workday" means the total hours of employee labor utilized by the employer while in violation of AS 23.30.075 divided by eight.

AS 32.06.201. Partnership as entity. (a) A partnership is an entity distinct from its partners.

. . .

AS 32.06.306. Partner's liability. (a) . . . all partners are liable jointly and severally for all obligations of the partnership . . .

ANALYSIS

1) Should penalties be assessed against Robert Alexander, sole proprietor, for failure to insure for workers' compensation liability, and if so, in what amounts?

Robert Alexander concedes he operated Bingo South, Tri-Grill and Fusions Bar & Grill as a sole proprietorship during multiple periods where he engaged employee labor while uninsured for workers' compensation liability. He concedes he was an uninsured sole proprietor during the periods December 22, 2012 – September 11, 2013, December 20, 2013 – March 18, 2014, and May 3 - 27, 2014, while his employees worked a total of 2,546.9 uninsured employee work days. (Findings of Fact 13, 26, 30). While Mr. Alexander is fortunate no injuries are known to have occurred during these periods, since he is conclusively presumed to have elected to pay compensation directly to injured employees during periods he was uninsured, he remains personally liable for any and all benefits available to injured workers under the Alaska Workers' Compensation Act (Act) which may be shown to have occurred during these periods he was uninsured. AS 23.30.060.

In addition, the law provides a matrix of possible penalties for an employer's failure to insure based on the egregiousness of the employer's conduct measured by the number of aggravating factors existing in a particular case. 8 AAC 45.176. Mr. Alexander's conduct supports a penalty based on nine aggravating factors:

(1) Failure to obtain workers' compensation insurance within 10 days after the Division's notification of a lack of workers' compensation insurance. 8 AAC 45.176(d)(1). On March 5, 2014, the SIU served Mr. Alexander with an amended petition citing his insurance lapse effective

December 20, 2013. Mr. Alexander did not re-insure until March 19, 2014. (Findings of Fact 23-24).

(2) Failure to maintain workers' compensation insurance after previous notification by the Division of a lack of coverage. 8 AAC 45.176(d)(2). Despite notification from the Division through its September 30, 2013 petition and March 3, 2014 amended petition, on May 3, 2014 Mr. Alexander allowed his then current insurance policy to lapse. (Findings of Fact 16, 23, 27).

(3) A violation exceeding 180 calendar days. 8 AAC 45.176(d)(3). Mr. Alexander was uninsured during the period December 22, 2012 through September 11, 2013, a single period of 264 calendar days. He was then uninsured for an additional 89 days from December 20 2013 through March 18, 2014, and another 25 calendar days from May 3, 2014 through May 27, 2014. All tolled, Mr. Alexander was uninsured for 378 calendar days. (Findings of Fact 12, 25, 39).

(4) Previous violations of AS 23.30.075. 8 AAC 45.176(d)(4). On August 14, 2012, Mr. Alexander signed a written stipulation of undisputed facts acknowledging he was operating Bingo South with employee labor while uninsured for workers' compensation liability between November 26, 2010 and December 22, 2011. Despite this lapse, Mr. Alexander allowed his insurance to lapse again just months after the stipulation and order were signed. (Finding of Fact 4, 10).

(5) Failure to comply with the Division's discovery demand within 30 days. 8 AAC 45.176(d)(7). On October 1, 2013, Mr. Alexander was served with the Division's original petition and discovery demand. The discovery demand required Mr. Alexander to respond within 30 days. Mr. Alexander did not respond to the discovery demand until he was ordered to do so at a January 28, 2014 prehearing conference, and then only responded partially. It would take another board designee order and a subpoena duces tecum for the Division to obtain the information sought. (Findings of Fact 16, 17, 20, 22, 32, 33, 34).

(6) Failure to pay a penalty previously assessed by the board for violations of AS 23.30.075. 8 AAC 45.176(d)(8). Mr. Alexander conceded he was uninsured for 391 days in 2010 and 2011, and stipulated to a discounted penalty of $12,690. The stipulation became a board order on August 21, 2012. Mr. Alexander was permitted to make payments in regular monthly installments,

beginning August 28, 2012. Mr. Alexander made no payments toward satisfying the penalty, and was ultimately declared in default. (Finding of Fact 4).

(7) A history of injuries or deaths while the employer was insured under AS 23.30.075. 8 AAC 45.176(d)(11). Doing business as Alexander's Painting, Mr. Alexander had several reported injuries in the past, including time loss injuries and a fatality. By way of mitigation Mr. Alexander contends the fatality involved his brother in law, and an unforeseen workplace injury, a shooting. Rather than mitigate Mr. Alexander's subsequent lapses in coverage, these facts highlight their egregiousness. Mr. Alexander knew firsthand how valued employees can pay the ultimate price in the course of employment, yet he exposed scores of employees, including his own wife, over thousands of employee work days, to workplace injuries for which he was uninsured. No employer expects an employee to be shot and killed on the job, especially when the employee is working as a commercial painter. In November, 2013, however, Mr. Alexander began operating a downtown Anchorage bar, open until 3:00 a.m. seven days a week. The number of grievous and fatal shootings associated with Anchorage bars in the early morning hours is legend. (Kodiak Bar & Grill, September 14, 2014, six shot; Bernie's Bungalow, one shot, May 24, 2014; Platinum Jaxx, one killed, October 28, 2013; Office Lounge, November 10, 2013, three shot; Anchor Pub, two shot, June 15, 2013; J. J.'s Lounge, two killed, two injured, October 10, 2011; Chilkoot Charlie's, one shot, December 10, 2009; Chilkoot Charlie's, two shot, March 14, 2003).

(8) Cancellation of a workers' compensation insurance policy due to the employer's failure to comply with the carrier's requests or procedures. 8 AAC 45.176(d)(13). On December 22, 2012, Mr. Alexander's policy with Alaska National was cancelled for failure to comply with the insurer's audit requirements. Despite three notices of cancellation due to audit failure which Mr. Alexander corrected, he ignored two subsequent notices, and his policy was not renewed. (Findings of Fact 6-10).

(9) Lapses in business practices that would be used by a reasonably diligent business person. 8 AAC 45.176(d)(14). Following a 2012 investigation and penalty, and a second investigation culminating in the Division's September 30, 2013 petition, Employer failed to continue monitoring his workers' compensation policies, allowing multiple lapses in coverage. (Findings of Fact 4, 10, 16, 23, 27). Although Mr. Alexander is commended for finally hiring an office person to pay

attention to his workers' compensation insurance requirements, this does not mitigate the seriousness of his multiple offenses when he was fully aware of his responsibility to maintain coverage.

Where, as here, an employer is found to have at least seven and no more than 10 aggravating factors, the employer "will be assessed a civil penalty of no less than $500 and no more than $999 per uninsured employee workday." As a sole proprietor doing business as Bingo South, Tri-Grill and Fusions Bar & Grill during the enumerated periods, Mr. Alexander was uninsured for no less than 2,546.9 uninsured employee work days. (Findings of Fact 13, 26, 30, 38). Accordingly, the law requires imposition of a penalty of between $1,273,450.00 (2,546.9 x $500 = $1,273,450) and $2,544,353.10 (2,546.9 x $999 = $2,544,353.10). 8 AAC 45.176(a)(5).

The panel is cognizant that the purpose of a penalty is not to be unreasonably punitive, destroy a business or cause the loss of employment, but to bring the employer into compliance, deter future lapses, ensure the continued employment of the business' employees in a safe work environment, and to satisfy the community's interest in fairly penalizing the offender. All of these goals will be met with a penalty in the low range of $500.00 per uninsured employee work day. For the sole proprietorship's 2,546.9 uninsured employee work days, the assessed penalty will be $1,273,450.00 (2,546.9 x $500 = $1,273,450), not an insignificant sum despite its comportment with the law's mandatory civil penalty amounts. Given Employer's cooperation at hearing, and to ensure Employer's ability to pay, the sum of $1,000,000 of the penalty will be conditionally suspended, leaving a penalty due and owing of $273,450.00.

Given the size of the penalty, a payment plan will be permitted. Within 15 days of the issue date of this decision, Employer will be required to pay as a lump sum an initial payment of $3,450.00. Mr. Alexander's profit and loss statements and testimony reflect his businesses enjoy enormous gross receipts, with questionable expenses, allowing him to easily make this down payment as well as smaller monthly installment payments, without significant financial hardship. The remaining balance of $270,000.00 will be payable on the first (1st) day of each month, beginning December 1, 2014, at the rate of $1,500 per month for 180 months, with the last payment due on November 1, 2029.

2) Should penalties be assessed against the partnership of Robert Alexander and Han Young Cho, doing business as Fusions Bar & Grill, for failure to insure for workers' compensation liability, and if so, in what amounts?

Mr. Alexander concedes he operated Fusions Bar & Grill in a partnership with Han Young Cho, using employee labor while uninsured for workers' compensation liability, for a minimum of 55 uninsured employee work days. This is an understatement of uninsured employee work days, as Mr. Alexander conceded his wife worked at Fusions, as did Fusions' former owner, neither of whom are listed as business owners or partners and are thus not exempt from coverage. (Alexander; Findings of Fact 39-41).

While Mr. Alexander and Mr. Cho are fortunate no injuries are known to have occurred during the partnership's uninsured periods, February 11, 2014 - March 18, 2014, and May 3 – 27, 2014, they are conclusively presumed to have elected to pay compensation directly to injured employees during periods they were uninsured, and they remain jointly, severally and personally liable for any and all benefits available to injured workers under the Act which may be shown to have occurred during these uninsured periods. AS 23.30.060. While Mr. Alexander's assertion he, not Mr. Cho, is personally responsible for any civil penalties assessed against the partnership may reflect an agreement between he and Mr. Cho, it does not affect the Division's right to pursue collection of any unpaid penalty from either of the partners individually. AS 32.06.306.

A partnership is an entity distinct from its partners. AS 32.06.201. For this reason Mr. Alexander's past personal business failings cannot be attributed to his partnership with Mr. Cho. The partnership's conduct must be examined separately from the pre-partnership conduct of either of its partners. Examining the partnership's conduct against the matrix of possible penalties for failure to insure, four aggravating factors exist:

(1) Failure to obtain workers' compensation insurance within 10 days after the Division's notification of a lack of workers' compensation insurance. 8 AAC 45.176(d)(1). The partnership came into existence on February 11, 2014. On March 4, 2014, the partnership was served with the Division's Amended Petition, notifying it of its current lack of insurance. The partnership did not obtain insurance until March 19, 2014. (Findings of Fact 21, 23-24).

(2) Failure to maintain workers' compensation insurance after previous notification by the Division of a lack of coverage. 8 AAC 45.176(d)(2). Despite notification from the Division through SIU's March 3, 2014 amended petition, on May 3, 2014, the partnership allowed its then current insurance policy to lapse. (Findings of Fact 23, 27).

(3) Failure to comply with the Division's discovery demand within 30 days. 8 AAC 45.176(d)(7). On March 4, and 5, 2013, Mr. Alexander and Mr. Cho were served with the Division's amended petition and discovery demand. The discovery demand required response within 30 days. None was provided. On June 19, 2014, the partnership was served with the Division's second amended petition, adding the third lapse period in May, 2014. Not until July 25, 2014 was any further discovery provided, and even then information with respect to the partnership was omitted. Mr. Alexander did not respond to the discovery demand until he was ordered to do so at a January 28, 2014 prehearing conference, and then only responded partially. It would take another board designee order and a subpoena duces tecum for the Division to obtain the information sought. (Findings of Fact 21, 22, 31-34).

(4) Cancellation of a workers' compensation insurance policy due to the employer's failure to comply with the carrier's requests or procedures. 8 AAC 45.176(d)(13). On May 3, 2014, the partnership's policy of insurance with Liberty Mutual was cancelled for failing to comply with the insurer's auditing department requests. (Finding of Fact 27).

Where, as here, an employer is found to have no more than six aggravating factors, the employer "will be assessed a civil penalty of no less than $51 and no more than $499 per uninsured employee workday." The partnership of Mr. Alexander and Mr. Cho, doing business as Fusions Bar & Grill, was uninsured for no less than 55 employee work days. (Findings of Fact 33, 37, 39-41). This is an understatement of uninsured employee work days, as it does not include the days worked by Serena Alexander or by Fusions' former owner. Based on just the 55 uninsured work days, the law requires imposition of a penalty of no less than $2,805.00 (55 x $51 = $2,805.00) and no more than $27,445.00 (55 x $499 = $27,445.00). 8 AAC 45.176(a)(4). The minimum penalty of $51 per uninsured employee work day is not appropriate where, as here, the uninsured employee work days are necessarily understated due to the employer's failure to provide accurate payroll information. Accordingly, the partnership will be assessed at greater than the minimum allowable penalty, at the

rate of $100 per uninsured employee workday, for a total civil penalty of $5,500.00. This is not considered so great a sum that the partners will require a payment plan. Mr. Cho owns the real property at which the business operates in downtown Anchorage. Mr. Alexander has substantial gross receipts from Bingo South.

CONCLUSIONS OF LAW

Mr. Alexander will be assessed a civil penalty of $1,273,450 with $1,000,000 conditionally suspended as more fully set forth in the order below. A payment plan will be permitted.

The partnership of Mr. Alexander and Mr. Cho, doing business as Fusions Bar & Grill, will be assessed a civil penalty of $5,500.

ORDER

1) The division's June 19, 2014 amended petition is granted.

2) At any time ROBERT ALEXANDER, sole proprietor, doing business as Bingo South, Tri-Grill, Fusions Bar & Grill or any other business, has employees, he shall maintain workers' compensation insurance coverage in accord with AS 23.30.075, and shall file evidence of compliance in accord with AS 23.30.085.

3) At any time partners ROBERT ALEXANDER and HAN YOUNG CHO, doing business as Fusions Bar & Grill or any other business, they shall maintain workers' compensation insurance coverage in accord with AS 23.30.075, and shall file evidence of compliance in accord with AS 23.30.085.

4) Pursuant to AS 23.30.060(a), ROBERT ALEXANDER, sole proprietor, doing business as Bingo South, Tri-Grill, and Fusions Bar & Grill, is personally, jointly, severally and directly liable for any and all benefits payable under the Act for compensable injuries to employees during the uninsured periods.

5) Pursuant to AS 23.30.060(a), ROBERT ALEXANDER and HAN YOUNG CHO, partners, doing business as Fusions Bar & Grill, are personally, jointly, severally and directly liable for any and all benefits payable under the Act for compensable injuries to employees during the partnership's uninsured periods.

6) Pursuant to AS 23.30.080(f), ROBERT ALEXANDER, sole proprietor, and doing business as Bingo South, Tri-Grill, and Fusions Bar & Grill, is assessed a civil penalty of $1,273,450, of which $1,000,000 is conditionally suspended. ROBERT ALEXANDER, sole proprietor, and doing business as Bingo South, Tri-Grill, and Fusions, must timely pay $273,450 in the matter set forth below.

7) A payment plan is ordered.

8) **ROBERT ALEXANDER, sole proprietor, and doing business as Bingo South, Tri-Grill, and Fusions Bar & Grill, shall pay an initial payment of THREE THOUSAND FOUR HUNDRED FIFTY DOLLARS ($3,450.00) within FIFTEEN (15) days of the issue date of this decision in accord with AS 23.30.080(g). Thereafter, on the 1st day of each and every month beginning December 1, 2014, ROBERT ALEXANDER, sole proprietor, doing business as Bingo South, Tri-Grill, and Fusions Bar & Grill, shall make monthly payments in the sum of ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00) for 180 MONTHS until the total civil penalty of $273,450.00 is paid in full, with the last payment due on November 1, 2029.**

9) ROBERT ALEXANDER, sole proprietor, and doing business as Bingo South, Tri-Grill, and Fusions, shall make all payments to the Alaska Department of Labor, Division of Workers' Compensation, P.O. Box 115512, Juneau, Alaska 99811-5512. ROBERT ALEXANDER, sole proprietor, and doing business as Bingo South, Tri-Grill, and Fusions Bar & Grill, **shall make checks payable to the Alaska Workers' Compensation Benefits Guaranty Fund. Checks must include AWCB Case Number 700004468, and AWCB Decision Number 14-0137.** If ROBERT ALEXANDER, sole proprietor, and doing business as Bingo South, Tri-Grill, and Fusions Bar & Grill, fails to make timely civil penalty payments as ordered in this decision, the entire remaining portion of the full $1,273.450.00 full assessed penalty shall immediately be due and owing and the Director of the Division of Workers' Compensation may declare the entire, assessed civil penalty in default and seek collection. Pending full, civil penalty payment under AS 23.30.080(f) in accord with this Decision and Order, jurisdiction is maintained.

10) The Division is directed to monitor ROBERT ALEXANDER, sole proprietor, and doing business as Bingo South, Tri-Grill, and Fusions Bar & Grill, or any entity in which Mr. Alexander holds an ownership interest, for fifteen [15] years from this decision's issue date to ensure his continued compliance with the Act's insurance requirements.

11) The division's Collections Officer is ordered to prepare a proposed Liability Discharge Order within 30 days of ROBERT ALEXANDER, sole proprietor, and doing business as Bingo South, Tri-Grill, and Fusions, full, timely, civil penalty payment as set forth in this decision and order. The proposed order will be addressed in accord with 8 AAC 45.130.

12) **PARTNERS, ROBERT ALEXANDER and HAN YOUNG CHO, doing business as Fusions Bar & Grill, shall pay a civil penalty of FIVE THOUSAND FIVE HUNDRED DOLLARS ($5,500.00) within TWENTY (20) days of the issue date of this decision in accord with AS 23.30.080(g).**

13) PARTNERS ROBERT ALEXANDER and HAN YOUNG CHO, doing business as Fusions Bar & Grill, shall make payments to the Alaska Department of Labor, Division of Workers' Compensation, P.O. Box 115512, Juneau, Alaska 99811-5512. PARTNERS ROBERT ALEXANDER and HAN YOUNG CHO, doing business as Fusions Bar & Grill, **shall make checks payable to the Alaska Workers' Compensation Benefits Guaranty Fund. Checks must include AWCB Case Number 700004468, and AWCB Decision Number 14-0137.** If PARTNERS ROBERT ALEXANDER and HAN YOUNG CHO, doing business as Fusions Bar & Grill, fail to timely pay the assessed civil penalty as ordered in this decision, the Director of the Division of Workers' Compensation may declare the entire, assessed civil penalty in default and seek collection. Pending full, civil penalty payment under AS 23.30.080(f) in accord with this Decision and Order, jurisdiction is maintained.

14) The Division is directed to monitor PARTNERS ROBERT ALEXANDER and HAN YOUNG CHO, doing business as Fusions Bar & Grill, for three (3) years from this decision's issue date to ensure continued compliance with the Act's insurance requirements.

15) The Division's Collections Officer is ordered to prepare a proposed Liability Discharge Order within 30 days of PARTNERS ROBERT ALEXANDER and HAN YOUNG CHO, doing business as Fusions Bar & Grill, full, timely, civil penalty payment as set forth in this decision and order. The proposed order will be addressed in accord with 8 AAC 45.130.

In re ROBERT ALEXANDER dba BINGO SOUTH, TRI-GRILL, FUSIONS BAR & GRILL, *et al.*

Dated in Anchorage, Alaska on October 10, 2014.

ALASKA WORKERS' COMPENSATION BOARD

Linda M. Cerro, Designated Chair

/s/ Amy Steele
Amy Steele, Member

/s/ Rick Traini
Rick Traini, Member

In re ROBERT ALEXANDER dba BINGO SOUTH, TRI-GRILL, FUSIONS BAR & GRILL, *et al.*

Dated in Anchorage, Alaska on October 10, 2014.

ALASKA WORKERS' COMPENSATION BOARD

Linda M. Cerro, Designated Chair

Amy Steele, Member

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In re ROBERT ALEXANDER dba BINGO SOUTH, TRI-GRILL, FUSIONS BAR & GRILL. *et al.*

Dated in Anchorage, Alaska on October 10, 2014.

ALASKA WORKERS' COMPENSATION BOARD



Linda M. Cerro, Designated Chair

Amy Steele, Member

Rick Traini, Member

APPEAL PROCEDURES

This compensation order is a final decision and becomes effective when filed in the board's office, unless it is appealed. Any party in interest may file an appeal with the Alaska Workers' Compensation Appeals Commission within 30 days of the date this decision is filed. All parties before the board are parties to an appeal. If a request for reconsideration of this final decision is timely filed with the board, any proceedings to appeal must be instituted within 30 days after the reconsideration decision is mailed to the parties or within 30 days after the date the reconsideration request is considered denied because the board takes no action on reconsideration, whichever is earlier.

A party may appeal by filing with the Alaska Workers' Compensation Appeals Commission: (1) a signed notice of appeal specifying the board order appealed from; 2) a statement of the grounds for the appeal; and 3) proof of service of the notice and statement of grounds for appeal upon the Director of the Alaska Workers' Compensation Division and all parties. Any party may cross-appeal by filing with the Alaska Workers' Compensation Appeals Commission a signed notice of cross-appeal within 30 days after the board decision is filed or within 15 days after service of a notice of appeal, whichever is later. The notice of cross-appeal shall specify the board order appealed from and the grounds upon which the cross-appeal is taken. Whether appealing or cross-appealing, parties must meet all requirements of 8 AAC 57.070.

RECONSIDERATION

A party may ask the board to reconsider this decision by filing a petition for reconsideration under AS 44.62.540 and in accord with 8 AAC 45.050. The petition requesting reconsideration must be filed with the board within 15 days after delivery or mailing of this decision.

MODIFICATION

Within one year after the rejection of a claim, or within one year after the last payment of benefits under AS 23.30.180, 23.30.185, 23.30.190, 23.30.200, or 23.30.215, a party may ask the board to modify this decision under AS 23.30.130 by filing a petition in accord with 8 AAC 45.150 and 8 AAC 45.050.

CERTIFICATION

I hereby certify the foregoing is a full, true and correct copy of the Final Decision and Order in the matter of ROBERT ALEXANDER dba BINGO SOUTH, TRI-GRILL, FUSIONS BAR & GRILL, *et al.*; Employer / respondent; Case No. 700004468; dated and filed in the Alaska Workers' Compensation Board's office in Anchorage, Alaska, and served upon the parties on October 10, 2014.

Pamela Murray, Office Assistant

State of Alaska
Dept. of Labor & Workforce Development
Division of Workers' Compensation
3301 Eagle St. Ste. 304
Anchorage, AK 99503

CERTIFIED MAIL

7012 0470 0002 2899 4500

RETURN RECEIPT REQUESTED

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2234 Stockdale Cir.
Anchorage, AK 99515

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Alexander's Painting.
S Lounge Bar & Grill.
Fusions Bar & Grill
70000468
srv'd 10 10 14
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7012 0470 0002 2899 4500

Sent To
Street, Apt. No.; or PO Box No.
City, State, ZIP+4

Alexander's Painting
2234 Stockdale Cir.
Anchorage, AK 99515

PS Form 3800, August 2006 — See Reverse for Instructions

State of Alaska
Dept. of Labor & Workforce Development
Division of Workers' Compensation
3301 Eagle St. Ste. 304
Anchorage, AK 99503

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Anchorage, AK 99518

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State of Alaska
Dept. of Labor & Workforce Development
Division of Workers' Compensation
3301 Eagle St. Ste. 304
Anchorage, AK 99503

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2234 Stockdale Cir
Anchorage, AK 99515

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Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

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Alexander's Painting.
S Lounge Bar & Grill.
Fusions Bar & Grill
70000468
srv'd 10 10 14
pvm

7012 0470 0002 2899 4524

Sent To
Street, Apt. No.; or PO Box No.
City, State, ZIP+4

Robert Alexander
2234 Stockdale Cir
Anchorage, AK 99515

PS Form 3800, August 2006 — See Reverse for Instructions

THE STATE of ALASKA
GOVERNOR SEAN PARNELL

Department of Commerce, Community, and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD

2400 Viking Drive
Anchorage, Alaska 99501
Main: 907.263.5900
TDD: 907.465.5438
Fax: 907.263.5930

MEMORANDUM

TO: ABC Chair Klein, and members of the Board DATE: September 29, 2014

THRU: Cynthia Franklin, Director CF

FROM: Robert Beasley, Enforcement Supervisor RE: Hong & Lee's, Inc. Samovar Inn License No. 598

On January 4, 2014, Investigator Hamilton discovered through his investigation that Hong & Lee's, Inc., doing business as the Samovar Inn had entered into what the licensee described as a management agreement with Sharon Cho to operate the bar; however, Hong & Lee's, Inc. leased the kitchen and restaurant to Sharon Cho, thereby relinquishing right, title and interest in the restaurant.

Samovar Inn, located at 720 Gambell Street in Anchorage is a hotel, and operates with a Beverage Dispensary-Tourism license, number 598. None of the hotel rooms have kitchenettes. Investigator Hamilton's investigation revealed this type of conduct has been occurring since about 2003, with a variety of "tenants" throughout the years.

In the most recent lease agreement dated November 4, 2009 for the restaurant and kitchen, the lease amount is indicated as being $6,000.00 per month; however, beginning in 2012 it is stipulated there is a 3% increase for each additional year of the lease. Among many details in the lease, section 18 reads as follows:

18. Liquor License Liability Insurance: Owner shall obtain Liquor License Liability insurance for and applicable to the Premises in its own name. On or before July 1, each year, Tenant shall pay or reimburse owner the actual cost of the Liquor License Liability Insurance for each year. Owner will renew the Liquor License Liability Insurance every year during the term of the Lease, including any renewal term. Owner shall pay for the actual cost of the Liquor License Liability Insurance during each year. Tenant shall reimburse Owner for the actual cost of the Liquor License Liability Insurance within fifteen (15) days of the date the insurance premium is

EXHIBIT G

paid by the owner. Tenant shall be responsible and pay for the annual Liquor License renewal fee and any other costs to renew or maintain the liquor license for the Premises.

Investigator Hamilton filed criminal charges against the corporation, Hong & Lee's, Inc. for violation of AS 04.16.150, Licensee Responsible for Violations. During court proceedings on or about July 31, 2014 in Anchorage District Court, Case Number 3AN-14-01730, Hong & Lee's, Inc., through a plea agreement, entered a plea of guilty to the charge.

As a result, the court entered judgment of conviction in the amount of a $2,500.00 fine, and a $50.00 police training surcharge.

Alcoholic Beverage Control Board

Incident Report

Incident: AB14000162

Incident Type:	Liquor Law Violations [90G]
Incident time:	01/14/2014 08:10 - 02/06/2014 08:12
Reported time:	01/14/2014 08:10
Incident location:	720 GAMBELL STREET, ANCHORAGE, Municipality of Anchorage AK USA 99501 (Beat/zone: UEBA)
Incident status:	Closed by investigation
Summary:	It was learned by the ABC Board that since 4 Nov 2009, licensee Hong & Lees Inc. have leased the property where the beverage dispensary tourism license is according to the ABC file. They are still operating the liquor license. On 2-1-14, a check of the establishment revealed that two persons checking ID's at the entrance to the establishment failed to have server education, a violation of Anchorage Municipal ordinance 10.50.015(s). A check of Facebook advertising revealed you are offering free alcoholic beverages New Years Eve, 12-31-13. Advertising also revealed there is the appearance of drink specials every Saturday. This is a violation of title IV.

Incident Activities/Offenses

- ABC - Issue Notice Of Violation (Licensee Response Required)
- Alcohol - AS04.16.015(a)(1) - Licensee Offer Free Alcohol
- Alcohol - AS04.16.150 - Licensee Responsible for Alcohol Violations
- AS04.21.030(1) - Alcohol - Licensee to ensure business is lawful including ensuring compliance by staff with AS04 and regs, acting with reasonable diligence that staff are advised of AS04 and regs, by written acknowledgement or otherwise

Involved Persons/Organizations

YUN, HYON NANG

Classification:	Witness				
SID:	AK6618053	**DL:**	6618053 AK		
Gender:	Female	**DOB:**	02/26/1962		
Height:	5'4"	**Weight:**	145lb	**Build:**	
Race:	Asian	**Hair Color:**	Black	**Eye Color:**	Black
Address:	3298 MORGAN LOOP, Anchorage, Municipality of Anchorage AK USA 99516 (Beat/zone: UEBA, ANCHORAGE)				
E-mail:					

Telephone: (Landline) (907) 522-9990

SIMMONS, NAPOLEON JUNIOR

Classification:	Other (see remarks)				
SID:	AK6529066	**DL:**	6529066 AK		
Gender:	Male	**DOB:**	10/19/1967		
Height:	6'4"	**Weight:**	280lb	**Build:**	
Race:	Black	**Hair Color:**	Black	**Eye Color:**	Brown
Address:	16510 CENTERFIELD DRIVE, EAGLE RIVER, Municipality of Anchorage AK USA 99577 (Beat/zone: UEBC)				
E-mail:					

ALONE, TABITHA KALEIOKALANI

Classification:	Complainant				
SID:	AK7710852	**DL:**	7425245 AK		
Gender:	Female	**DOB:**	04/15/1985		
Height:	5'11"	**Weight:**	240lb	**Build:**	
Race:	Unknown	**Hair Color:**	Brown	**Eye Color:**	Hazel
Address:	None				
E-mail:					

RODRIGUEZ, REYMI ENRIQUE

Classification:	Witness				
SID:	AK6886429	**DL:**	6886429 AK		
Gender:	Male	**DOB:**	06/30/1980		
Height:	5'9"	**Weight:**	225lb	**Build:**	
Race:	White	**Hair Color:**	Black	**Eye Color:**	Brown
Address:	None				
E-mail:					

HONG & LEES, INCORPORATED

Classification:	Arrested; Charged; Owner; Suspect		
ID:		**Type:**	
Address:	720 GAMBELL STREET, ANCHORAGE, Municipality of Anchorage AK USA 99501 (Beat/zone: UEBA)		

E-mail: No known E-mail

Telephone:

CHO, SHARON RAN

Classification:	Interview; Owner; Victim				
SID:	AK7503937	**DL:**	7338816 AK		
Gender:	Female	**DOB:**	10/20/1964		
Height:	5'6"	**Weight:**	120lb	**Build:**	
Race:		**Hair Color:**	Black	**Eye Color:**	Brown
Address:	2133 KIMBERLY LYN CIRCLE, ANCHORAGE, Municipality of Anchorage AK USA 99515 (Beat/zone: UEBA)				
E-mail:					
Telephone:	(Cellular phone) (907) 301-6710				

FUSIONS

Classification:	Owner		
ID:		**Type:**	Bar
Address:	720 GAMBELL STREET, ANCHORAGE, Municipality of Anchorage AK USA 99501 (Beat/zone: UEBA)		
E-mail:	No known E-mail		
Telephone:			

ALEXANDER, ROBERT B

Classification:	Interview; Victim; Witness				
SID:	AK6677424	**DL:**	6677424 AK		
Gender:	Male	**DOB:**	02/22/1967		
Height:	6'2"	**Weight:**	255lb	**Build:**	
Race:	Black	**Hair Color:**	Black	**Eye Color:**	Black
Address:	2234 STOCKDALE CIRCLE, ANCHORAGE, Municipality of Anchorage AK USA 99515 (Beat/zone: UEBA)				
E-mail:					
Telephone:	(Cellular phone) (907) 229-2053				

Involved Addresses

- 720 GAMBELL STREET / Incident location / ANCHORAGE, Alaska, USA 99501 (Beat/zone: UEBA, ANCHORAGE)

Involved Officers

- Reporting unit / #ABCHABC ENFORCEMENT STATEWIDE / Reporting unit
- Reporting officer / #FRH0HAMILTON, FRANCIS J / Reporting officer

Reports

Arrest report

Subject: HONG & LEES, INCORPORATED / Arrested; Charged; Owner; Suspect / 720 GAMBELL STREET, ANCHORAGE, Municipality of Anchorage AK USA 99501 (Beat/zone: UEBA)

Author: #FRH0 HAMILTON, F. **Report time:** 02/11/2014 10:11

Charges: (2) AS04.16.150 Licensee Responsible for Alcohol Violations ()

General report

Author: #FRH0 HAMILTON, F. **Report time:** 02/11/2014 13:43

Narrative:

BACKGROUND:

On 1-9-14, at about 1320 hours, I received a forwarded e-mail from my supervisor Robert Beasley asking me to look into pricing a marketing issues with Fusions. The e-mail containing the compliant was from Tabitha Alone. The first attachment to the e-mail was an ad for Activo Fridays. It advertised drink specials all night. The second attachment was for Hoy Se Bebe! Saturdays. This advertised free Moet, $5 Skyy Vodka, $20.. Beer Buckets (5 Heinekens or Coronas). Alone told me to check Remy Rodriquez's and Djpapalote JQ's Facebook pages for advertisement.

A check of Reymi Rodriquez's Facebook Timeline showed both posters. I later learned Reymi is a DJ. Djpapalote JQ is also a DJ at Fusions. Also under Djpapalote JQ timeline is the New Year's Bash 2014 being advertised. This ad offers a free champagne toast at midnight.

A check of the Alcoholic Beverage Control Board (ABC Board) records revealed that Fusions is owned by Hong & Lees Inc. They have been issued alcoholic beverage license 598 to be located at 720 Gambell Street. The type of license is for a beverage dispensary- tourism. Being a tourism license, the establishment has to have rooms for the traveling public and some of those rooms have to have kitchenettes in them. If the rooms don't have kitchenettes, then there has to be a kitchen for the traveling public. Without the rooms with kitchenettes or a kitchen, the license would not be able to be issued.

A check of the Department of Community, Commerce and Economic Development (DCCED) records revealed Hong & Lees Inc. is in good standing and is comprised of Han Young Cho, 60% and Ki Sang Cho, 40%. A check of ABC records from the 2013/2014 Liquor License Renewal form dated in November of 2012, indicates the Hong & Lees Inc. is comprised of Han Young Cho, 60%, Ki Sang Cho, 20% and Kyu Cha Co, 20%.

A check of DCCED records also revealed that Fusions Bar & Grill was solely owned by Robert Alexander, Alaska Business License #994667.

On 1-14-14, I was able to locate Reymi Rodriguez.

INTERVIEW #1, R. RODRIQUEZ:

Conducted via telephone. I learned from Reymi that Fusions was owned by Robert Alexander and he has owned since the end of August beginning of September, 2013. Reymi also provided me with number to contact Alexander. Reymi also advised me that he does some of the advertising for Fusions. Reymi stated they had given away champagne on New Year's Eve.

On 1-15-14, I was able to locate Robert Alexander.

INTERVIEW #2, R. ALEXANDER:

Conducted via telephone. Alexander advised me that the DJ's do their own marketing. He was aware that they were advertising the beer buckets. Alexander, as far as he knows, they do not sell five dollar vodka drinks. Alexander said he owned the restaurant from just past summer (2013). He stated he owns the restaurant, has leased the entire space and manages the bar. He pays about $4500.00 dollars a month to lease the space.

INFORMATION:

On 1-18-14, Alexander faxed me a copy of the lease agreement. Basically it states the agreement is between licensee Hong & Lees Inc. (Han Young Cho and Ki Sang Cho) and Sharon Cho, a relative. Hong & Lees Inc. desires to lease the restaurant Sharon Cho desires to lease. The leased area consists of approximately 2,500 square feet located in the Samovar Inn building, 720 Gambell Street. It includes all of the area that is presently being used for the hotel restaurant. The monthly rent shall be paid at the first of the month without notice or demand. Hong & Lees Inc. will pay Sharon Cho $1,000.00 to manage the cocktail lounge for them. It should be noted that the management fee is to be paid to Sharon Cho if only both restaurant and lounge are both open for business and customers and in full operation.

On 2-1-14, at about 2110 hours, I entered Fusions. Only one person, not identified, was present. I asked him if I could get some food and he advised me that the kitchen was closed and the cook didn't even show up. I asked when things would pick up and he advised me at about 2300 hours.

At about 2315 hours, I came back to the establishment. A compliance check was done using an underage buyer. The establishment passed the check. I entered the establishment and was greeted by 3 week security person Napoleon J. Simmons and security person Jamal Baskerville, Delaware license 9442015, DOB: 2-11-69, (907) 980-0064. As I approached the door, I was asked for ID and showed them my credentials. When I asked them to provide proof of server education, they replied they didn't have server education. Contact was also made with Sharon Cho who did provided me with proof of current server education. I advised Cho of the municipal ordinance required server education prior to employment. The security persons were told to stop check ID's until they obtained education. After talking more with the owner of North Star Security, I departed.

INFORMATION:

On 2-6-14, Robert Alexander and Sharon Cho arrived at the offices of the ABC Board.

Alexander claimed to be a sub-lessor from Sharon Cho and that the only space he was leasing, was the kitchen.

I learned from Sharon Cho that all the previous establishments at that location, S-Lounge, Stormy Bar and Grill were her failed business ventures over the past four years.

On 2-7-14, a copy of a "management agreement" was given to the licensing staff. It basically states that Hong and Lee Inc. is hiring Sharon Cho and Robert Alexander to manage the bar and restaurant and that their salaries shall be discussed later.

On 2-10-14, I went to the Samovar Inn Travel Lodge and made contact with Han Young Cho. During our conversation, Han telephoned Ki Sang Cho and placed him on speaker.

INTERVIEW:

Conducted in a non-custodial manner. There were some language barriers. As I understood what Han told me, was that if they were doing something wrong, tell them, and they would fix it. Han stated they leased the restaurant only.

Ki Sang Cho stated they had leased the restaurant to Sharon Cho. They did not lease the license.

Although Han has for years signed notarized documents that he understands title IV, they claimed ignorance to what a tourism license is.

OFFICER ACTION:

I issued a summons to Han as president of Hong & Lees Inc. for licensee responsible for violations. A mandatory court date of 3-11-14, 0830 hours, Anchorage District Court was assigned.

Upon returning to the ABC offices, I read further into the lease agreement.

Section 18 of the lease refers to Hong & Lees Inc. being responsible for obtaining liquor license liability insurance for the premises in its own name. Sharon Cho then is responsible to pay back Hong & Lees Inc. for the policy. Sharon Cho is also responsible, according to the lease, to pay for the liquor license renewal fee and any other costs to renew or maintain the liquor license for the premises.

In looking at the master file for Fusions, although it is the business venture Sharon Cho and Alexander, Hong & Lees Inc. have been doing the name change paperwork.

On 2-13-14, I contacted Hyun Nang Yun, formerly Morrissette, and asked her to translate what Ki Sang had told his father over the phone at about 19 minutes, 30 seconds, into my contact. Basically he advised his father, Han Young Cho to not provide me with any documents and that he would be talking to his attorney.

After the translation, Hyun advised me that when the establishment was Rock & Roll Sushi, she leased the building and owned the restaurant with her husband, Sokin Yun. Hyun provided me with the lease agreement which is basically the same as Sharon Cho's; the square footage was 5000 instead of 2000. It appears she leased the space from 7-4-03 to about 10-16-2004. The leased was signed by Sokin Yun. It also in #17, that Rock & Roll Sushi was to re-imburse Hong & Lees Inc. for liquor liability insurance and that Rock & Roll Sushi was to pay for liquor license renewal and associated fees.

CASE STATUS:

Closed. Referred to the DAO for prosecution.

Alcoholic Beverage Control Board
5848 East Tudor Road
Anchorage, AK 99507

Date: 2-7-14
Number AB14-0162
Page 1 of 1 Page

Notice of Violation

(3AAC 304.525)

Licensee	License Number	Type of License
Hong & Lees Inc.	598	Beverage Dispensary - Tourism
D.B.A. Fusions	How Delivered [X] Certified Mail # On-File [ ] In Person	Law Enforcement Agency Anchorage Police Department
Street or P.O. Box 720 Gambell Street	City, State Anchorage, AK	Zip 99501

This is a notice to you as licensee that an alleged violation has occurred. If the Alcoholic Beverage Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will received an Accusation and Notice of your right to an Administrative Hearing.

Note: This is not an accusation or a criminal complaint.

VIOLATION: On 1-4-14, it was revealed that Hong & Lees Inc. has leased the licensed premises to Sharon Cho, thereby relinquishing right or title, or interest in, land and buildings at the location of the business to be licensed. The licensed premises has been leased from November 4, 2009 to February 5, 2014. On February 1, 2014, a check of the establishment revealed two security persons who did not have server education, a violation of Anchorage municipal ordinance 10.50.015(s). A check of advertising your establishment on Facebook revealed you giving away drinks on New Year's Eve and advertisement which leads one to believe you have drink specials on Fridays and Saturdays. This is a violation of Title IV.

Your attention is directed to **AS 04.16.150: Licensee Responsible for violations, AS 04.21.030: Responsibility of licensees, agents, and employees, AS 04.11.400: Populations limitations, 3AAC304.105: Application generally, 3AAC304.325: Licensee issued to encourage tourism; AS 04.16.015: Pricing and marketing**

You are directed to respond to the Director of the Alcohol Beverage Control Board in writing to this Notice of Violation within 10 days of receipt to explain what action you have taken to prevent a reoccurrence of this violation. ***Please include your Alcohol License Number in your response.**

Shirley A. Cote', Director
Alcoholic Beverage Control Board
2400 Viking Drive
Anchorage, Alaska 99501

A Response is Required

3 AAC 304.525 (B) provides that upon receipt of a Notice of Violation, a licensee may request to appear before the Director and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice and the Director must grant an appearance within ten days after receipt of a request. A Licensee shall respond, either orally or in writing, to the Notice.

Receipt:	Violation Observed By:
In Person	FRH0
Filed By: R. Hamilton	Title: Investigator III

Screen for VRA

IN THE DISTRICT COURT FOR THE STATE OF ALASKA AT ANCHORAGE

State of Alaska
Plaintiff,
vs.
Hong & Lee's Inc.
Defendant.

CASE NO: 3AN-14-01730CR

JUDGMENT

DOB: _____ APSIN: 7943730
DL/ID (☐ CDL): _____ ST: _____
Address: 720 Gambell St Anchorage, AK 99501
PLEA: ☑ Guilty ☐ No contest
PLEA AGREEMENT: ☑ Yes ☐ No ☐ Partial

ATN: 114146919 CTN: 001
Offense Date: 11/04/2009
TRIAL: ☐ Court ☐ Jury
DV Offense per AS 18.66.990(3)&(5): No
☐ SOREG reguired by AS 12.63.010

DEFENDANT IS JUDGED:

☒ GUILTY OF: (☐ Amended Charge)
AS04.16.150: Licensee Respons For Alcohol Violations

☐ CTN Charges Dismissed: _____ ☐ No PTRP's to be filed per R11 Agreement.

☐ NOT GUILTY. It is ordered that the defendant is acquitted and discharged.

SENTENCE IMPOSED:

1. ☐ **SUSPENDED IMPOSITION OF SENTENCE.** Imposition of sentence is suspended and the defendant is placed on probation subject to the orders and conditions below.
2. ☐ **JAIL.** _____ days with _____ days suspended. Report at 7:45 a.m. on _____ to the Cordova Center at 130 Cordova St., Anchorage, or a bench warrant may be issued for your arrest.
3. ☑ **FINE.** $ 2500 with $ NONE suspended. The fine is due on JULY 31, 2015
4. ☐ **TREATMENT.** Follow recommendations of the Anchorage Alcohol Safety Action Program (AASAP), including residential treatment up to _____ days plus required aftercare. Pay costs.
5. ☐ **COMMUNITY WORK SERVICE (CWS).** Complete _____ hours CWS by _____. Pay fee.
   ☐ CWS not completed will convert to ☐ jail ☐ fine pursuant to law.
6. ☐ Fees paid to court-ordered programs will be deducted from the fine if the defendant presents proof of payment to the court clerk by the fine due date.
7. ☐ **RESTITUTION.** Pay restitution to _____
   ☐ as stated in the Restitution Judgment ☐ in an amount to be determined per Crim. Rule 32.6(c)(2).
8. **SURCHARGES AND COSTS.**
   a. ☑ *Police training surcharge.* ☑ $50 (misdemeanor) ☐ $10 (infraction) Due within 10 days.
   b. ☐ *Initial jail surcharge.* $50 per case due within 10 days.
   c. ☐ *Suspended jail surcharge.* $100 per case with $100 suspended. (State cases only.)
   d. ☐ *Cost of court-appointed counsel.* ☐ $200 (plea change) ☐ $500 (trial) ☐ $_____
   Interest accrues on the judgment at the rate specified in AS 09.30.070(a) from the date of judgment until paid. Apply for the PFD every year eligible until this cost is paid in full.
9. Sentence is ☐ consecutive to ☐ concurrent with other counts and cases. Probation periods are concurrent.
10. Read and follow the *After Sentencing Instructions* form provided to you in court today.

PROBATION CONDITIONS IMPOSED:

Defendant is placed on probation for _____ ☐ years ☐ months, subject to the following conditions:

11. ☒ Complete this sentence by the deadlines ordered.
12. ☒ Commit no jailable offenses during the probation period.

AS 28; AS 12.55.015; AS 12.55.041;
Crim. R. 32, 32.6, 39; 22 AAC 05.615

13. ☐ Do not possess or consume alcohol or illegal drugs during the probationary period. If you are ordered not to consume alcohol, you are also restricted from buying alcohol, and any state ID issued to you under AS 18.65.310 must list this restriction during the probationary period. [AS 04.16.160]
14. ☐ Complete an assessment and follow recommendations of a state-approved batterer's intervention program. Pay costs. Give proof of completion to the prosecutor by _____
15. ☐ Complete _____ weeks anger management program (name): _____ Pay costs. Give proof of completion to the prosecutor by _____
16. ☐ Do not have any contact, direct or indirect, with _____ unless that person gave written consent to the prosecutor.
17. ☐ Follow Office of Children's Services case plan.
18. ☐ Forfeit items seized.
19. ☐ Obey all trespass orders from _____
20. ☐ _____

_____

PROGRAM INFORMATION:

21. If ordered to complete one or more of the programs below, you must report by the time shown below and complete all program requirements as follows:
    a. **AASAP MISDEMEANOR SERVICES.** Go to the basement of the Boney Courthouse NOW, 303 K Street, Anchorage. If you are sentenced on a weekend, holiday or after 4:30 p.m. on a weekday, call 264-0735 on the first working day after sentencing. If you are in custody, call the first working day after release.
    b. **COMMUNITY WORK SERVICE (CWS).** Go to 535 East 9th Avenue, Anchorage (inside the cemetery) NOW if between 9:00 a.m. and 4:00 p.m. Monday through Friday. Phone: 343-4057. If you are sentenced on a weekend, holiday, or after 4:00 p.m. on a weekday, go the first working day after sentencing. If you are in custody, report the first working day after your release from jail.
    c. **DOMESTIC VIOLENCE INTERVENTION PROGRAM.** Report ON FRIDAY MORNING to the Jury Assembly Room on the 2nd floor of the Nesbett Courthouse, 825 W. 4th Ave., Anchorage. Males: 10:00 a.m. Females: 9:00 a.m. (except for state holidays) following sentencing or your release from jail.
    d. **ANGER MANAGEMENT PROGRAM.** Report NOW to the program specified in number 15 above and complete all program requirements.

IF YOU FAIL TO REPORT TO THE PROGRAMS ON TIME OR COMPLETE PROGRAM REQUIREMENTS, A WARRANT MAY BE ISSUED FOR YOUR ARREST AND THE SUSPENDED PART OF YOUR JAIL SENTENCE AND/OR FINE MAY BE IMPOSED.

[signature] 7/31/14

Judicial Officer Signature — Effective Date

KOSSLER

Print or Type Name

I certify that I gave a copy of this Judgment to:

☒ Defendant / Attorney (with CR-483 and CR-740)

☐ Prosecutor

By: [signature] on: 7/31/14

☐ CWS ☒ DPS ☐ Jail ☐ AASAP ☒ DIA

☐ DMV, mail to 1300 W. Benson Blvd., Anch., AK 99503

☐ with surrendered license # _____

By: SI on: 8.1.14

AS 28; AS 12.55.015; AS 12.55.041;
Crim. R. 32, 32.6, 39; 22 AAC 05.615
Defendant: Hong & Lee's Inc.

IN THE DISTRICT COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT ANCHORAGE

STATE OF ALASKA,	)
	)
Plaintiff,	)
	)
v.	)
	)
HONG & LEE'S, INC.,	)
	)
Defendant.	)
	)

No. 3AN-S14-01730 CR

TRANSCRIPT OF PROCEEDINGS

July 31, 2014 - Pages 2 through 10

COP HEARING

BEFORE THE HONORABLE DOUGLAS H. KOSSLER
District Court Judge

Anchorage, Alaska
July 31, 2014
2:28 o'clock p.m.

APPEARANCES:

FOR THE PLAINTIFF: MELISSA N. WOHLFEIL
Assistant District Attorney
District Attorney's Office
310 K Street, Suite 520
Anchorage, Alaska 99501

FOR THE DEFENDANT: W. SHERMAN ERNOUF
LAW FIRM OF ERNOUF & COFFEY, PC
3606 Rhone Circle, Suite 110
Anchorage, Alaska 99508

P R O C E E D I N G S

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02:28:20

MR. ERNOUF: Good afternoon, Your Honor. Sherman Ernouf, Ernouf and Coffey, for Hong and Lee's, Inc.

THE COURT: Okay. And just a moment, let me.....

MR. ERNOUF: Oh.

THE COURT: And this is case number 14-1730 and.....

MR. ERNOUF: We've reached a resolution of this case, Your Honor, and I have a corporate officer here who's competent and qualified to accept the plea on behalf of the corporation.

THE COURT: Okay. And what is the agreement?

MR. ERNOUF: It's pretty simple, Your Honor. This -- my client, Hong and Lee's, Inc., will plead guilty to licensee responsible for violations which is Alaska Statute 04.16.150.

THE COURT: Okay.

MR. ERNOUF: The complete and total sentence is a fine of $2,500 plus the $50 mandatory police surcharge. We would like to pay that within a year, if possible, Your Honor. That was the only conditions.

THE COURT: Okay. $2,500 with none suspended and there's no opposition to the due date on the fine, Ms. Wohlfeil?

MS. WOHLFEIL: No, that's fine.

THE COURT: Okay. So that will be due by July 31st of 2015. The surcharge, of course, is due within 10 days. I

have no control over that.

MR. ERNOUF: Yes, sir.

THE COURT: Okay. I've never -- or I have yet to conduct a sentencing or a change of plea of a corporation so I assume though I'd go through the inquiry with -- and his.....

MR. ERNOUF: It's Ksong Cho. He's an officer of Hong and Lee.

THE COURT: Mr. Cho? Okay. So I ask him if he -- Mr. Cho, on behalf of the corporation, Hong and Lee's, Inc., were you present when I spoke to the previous gentleman about the rights that a person has, for example, the right to a trial? Did you hear all that?

MR. CHO: Yes.

THE COURT: Okay. And that would apply equally in this case, all those rights to a trial, except the corporation would be the defendant on trial. Do you understand that if you go through with this, you're giving up all those rights to a trial and, specifically, you're giving up those rights to -- the right to confront the state's witnesses and have the state prove its case beyond a reasonable doubt?

MR. CHO: Yes, Your Honor.

THE COURT: Okay. And do you want a trial in this matter on behalf of the corporation?

MR. CHO: No.

THE COURT: Okay. And do you also understand if you go

forth with this agreement on behalf of the corporation, you're giving up the right to appeal which is a right to review and you're giving up that right to review on behalf of the corporation with respect to both the conviction in this case and the sentence. Do you understand that?

MR. CHO: Yes, sir.

THE COURT: Okay. And.....

MR. ERNOUF: I don't know if he'll be deported or not.....

THE COURT: Yeah, and I was.....

MR. ERNOUF: .....Your Honor.

THE COURT: I assume that this is a corporation that is in the -- considered a.....

MR. ERNOUF: It's duly or.....

THE COURT: .....United States -- okay. Then I'm not even going to go through that.

MR. ERNOUF: Yes, it's duly organized and generated, Your Honor.

THE COURT: Okay. Well, other than the plea offer that's been extended here, has anyone promised or threatened you on behalf of the corporation or threatened the corporation in any way to get them entered into this agreement?

MR. CHO: I mean, no.

THE COURT: No? Okay. There's been no threats or other promises?

MR. ERNOUF: No threats.

THE COURT: Is that what you were saying, no threats or other promises?

MR. CHO: No.

THE COURT: Okay. I see you nodding your head. Okay. And also you're -- even though you're here on behalf of the corporation, you're not under the influence of any medication, drugs or alcohol?

MR. CHO: No.

THE COURT: Okay. And you, as -- on behalf of the corporation, you've had enough time to talk this over with your attorney and think about this before entering into this?

MR. CHO: Yes.

THE COURT: Okay. Then to the charge of licensee responsible for alcohol violations, Mr. Cho, on behalf of the corporation, how do you plea?

MR. CHO: Guilty.

THE COURT: Okay. I will find that Mr. Cho's plea on behalf of the corporation is knowing and voluntary after a knowing and voluntary waiver of the right to a trial and the right to an appeal on -- both on behalf of the corporation. Ms. Wohlfeil, any sentencing comments?

MS. WOHLFEIL: Nothing to add, Your Honor, unless you're disinclined to accept it.

THE COURT: Okay. And, Mr. Ernouf, do.....

MR. ERNOUF: Yes, Ernouf. Just a couple comments on

behalf of Hong and Lee's. The reason that we accepted this plea, it's a very unusual charge. We've battled out this new interpretation of 04.16.150 with another -- in another case and the judge didn't see it our way. Our only chance was to appeal it. This is a very unique charge. I've been doing this kind of work for about 20 years but I want to put on the record -- because we're pleading guilty to licensee responsible. There were two components. One was a management agreement. The ABC Board contends we did not have a management agreement in place. In fact, there was a management agreement. It was about three sentences long but we contend that it was a management agreement and there was a second component of the charge which was that we had a DJ employee who advertised free drinks on Facebook. That may, in fact, have occurred but there were no free drinks that were ever served to anyone so it was a false advertisement and we captured that.

The reason I want to put this on the record is because we intend to approach the ABC Board and the attorneys at the ABC Board about how these things are going to be meted out in the future because, absent a trial on this particular issue which from a cost benefit perspective, it just doesn't make any sense to do a trial. So we've accepted this plea sort of begrudgingly but we're going to take this up with the ABC Board and they often look at these transcripts so I'd like to

have this in the record, Your Honor.

THE COURT: Okay.

MR. ERNOUF: Those are my only comments. Thank you.

THE COURT: Okay. And, Mr. Cho, do you have any comments for the court on behalf of the corporation?

MR. CHO: No, I think my lawyer pretty much told everything I was intending to say.

THE COURT: Okay. Well, I will accept the agreement as stated. I understand you were making your record and everything.

MR. ERNOUF: I'm just -- Your Honor, we'll be talking about this in the future.

THE COURT: On the other hand, I guess the one thing that sort of strikes me about this is that there's a special responsibility that a corporation has, particularly with selling and providing alcohol and I think that that's why that -- it's my under -- or at least just not being familiar with this but I can understand why the legislature thought that that was -- they needed to have that statute because of the special responsibilities that go with it because I can tell you that I see far too many cases that are -- involve the abuse of alcohol so I think that they -- it's why there's that special responsibility put on corporations to make sure that everything's being complied with with respect to that. So.....

MR. ERNOUF: This is their first offense too, Your Honor, they have.

THE COURT: Okay. Well, and that is, of course.....

MR. ERNOUF: So -- just for the record.

THE COURT: .....as always, in either a person's or a corporation's favor that they're not a repeat offender so that's always good to hear. That means that the potential for rehabilitation and the fact that we will not see Hong and Lee's back is very high.....

MR. ERNOUF: Yes, sir.

THE COURT: .....and, hopefully, that from this experience, things can be learned and so that this -- it doesn't occur in the future and, Mr. Cho, if you could -- well, it sounds like your attorney's already going to do this but spread the word with respect other corporations because that is -- you may be the only person here right now but if you can educate other corporations about those special responsibilities, I think it's a good thing.

MR. CHO: Thank you for your kind advices.

THE COURT: Mm-hmm.

MR. CHO: Appreciate it.

MR. ERNOUF: Thank you, Your Honor.

THE COURT: Okay. And that will conclude the hearing then.

MR. ERNOUF: May I be excused?

THE COURT: Yes.

(Other matters)

02:48:20

END OF REQUESTED PORTION

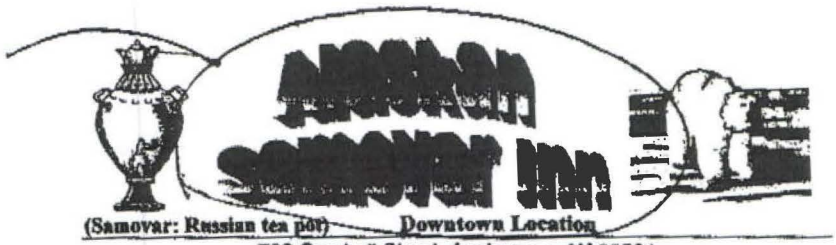
TRANSCRIBER'S CERTIFICATE

I, Linda S. Foley, hereby certify that the foregoing pages numbered 2 through 10 are a true, accurate, and complete transcript of proceedings in Case No. 3AN-S14-01730 CR, State of Alaska v. Hong & Lee's, Inc., transcribed by me from a copy of the electronic sound recording to the best of my knowledge and ability.

September 19, 2014

Linda S. Foley, Transcriber

Copy



(Samovar: Russian tea pot) Downtown Location
720 Gambell Street, Anchorage, AK 99501
Phone: (907) 277-1511 Fax: (907) 272-5192 Email: klsang@gci.net

November 4, 2009

LEASE AGREEMENT

This **AGREEMENT** is made and entered into as of November 4, 2009 and is between Hong & Lees, Inc., an Alaska corporation that is located at 720 Gambell street in Anchorage, hereinafter referred as "**Owner**," and Sharon Cho, 6942 Meadow St. #205, Anchorage, AK 99507, hereinafter referred to as "**Tenant**."

RECITALS

1. Owner is the owner of the Samovar Inn building and property that is located at 720 Gambell Street in Anchorage, Alaska.

2. Tenant desires to lease the Restaurant from Owner and Owner desires to lease the Restaurant to Tenant

3. Tenant agrees to accept the Lease and all obligations of TENANT under the lease as this 4th day of November 4, 2009. A copy of the lease is attached as **Exhibit A**. Tenant agrees to be individually and jointly (if only there will be two or more tenants) liable for all payment obligations and other obligations under the Lease. Tenant represents and acknowledges that he or she is familiar with the terms of the Lease and he or she is freely and voluntarily accepting all obligations of the Tenant under the Lease.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, Owner and Tenant do hereby covenant, promise and agree with each others as follows:

Exhibit A
Page 1 of 17

Lease

This LEASE is entered into this 4th day of November 4, 2009 by Hong & Lees, Inc., an Alaska corporation, referred to as "Owner," and Sharon Cho, 6942 Meadow St. #205, AK 99507. hereinafter referred to as "Tenant.

For and in consideration of the rents reserved hereunder and the terms and conditions set forth herein, owner hereby rents, demises and leases to Tenant, and Tenant takes and leases from Owner, the following described Premises all upon the following terms and conditions:

1. **Premises:** The premises and area covered by this Lease is a portion of the Samovar Inn building that is located at 720 Gambell Street in Anchorage, Alaska. The leased area and premises consists of approximately 2500.00 square feet located in the Samovar Inn building. The leased premises include all of the area that is presently being used for the hotel restaurant. Throughout this Lease the leased area shall be referred to as "the Premises."

2. **Term of Lease:** The initial term of the Lease shall be for a period of five (5) years commencing on the 4th day of November 4, 2009. The last day of the initial lease term is December 31, 2014.

3. **Rent:** Tenant covenants and agrees to pay Owner the following rent during the initial term of this Lease:

3.1. **The monthly rent:**

a. Five Thousand dollars ($5,000) per month in 2009
b. Five Thousand Five hundred dollars ($5,500) per month in 2010
c. Six Thousand dollars ($6,000) per month in 2011
d. Three percent (3%) increase each year in 2012, 2013

The monthly rent shall be paid in advance on the first day of the month without notice or demand. Rent for the first month shall be pro-rated. From the Fourth year, the rent will increase in the rate of 3% (Three per cent) each year. In addition, Tenant shall pay all the utilities and maintenance relating to the Restaurant.

3.2 **Late Charge:**. If any installment of the monthly rent or other charges due from Tenant shall not be received by owner within five days after said amount is due, Tenant shall pay to Owner as additional rent a late charge equal to Ten percent (10%) of the delinquent payment for each month after the date it was due, but in no event more than the legal maximum on such past due amounts, plus any attorney fees incurred by owner by reason of the failure of Tenant to pay rent and/or other charges when due.

4. **Lounge Management Fee:** Owner agrees to pay Tenant One thousand dollars ($1,000) each month of the Leased period as Lounge Management fee as Tenant manages the Cocktail Lounge bar for Owner. Note that the Lounge management fee is to be paid to Tenant if only both Restaurant and Lounge are both open for business and customers, and in full operation.

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5. **Option to Renew:** Tenant is given a two (2) five year options to extend the term of the Lease. Tenant is to give written notice of her intent to renew the term of the Lease to Owner at least ninety (90) days but no more than one year before the expiration of the initial term. However, if Owner is not fully satisfied with Tenant, or if Tenant is in default on the date of giving the notice to extend the term of the Lease, the notice to extend shall be ineffective.

If the term of the Lease is extended Owner and Tenant shall attempt to agree on the amount of the monthly rent during the extended term. If Owner and Tenant are unable to agree on the monthly rent during the extended term the monthly rent in 2013 will be Six thousand Six hundred dollars ($6,600) per month. The monthly rent will be increased by Three percent (3%) during each year of extended term beginning in 2014.

Also, Owner agrees that the lease is fully transferable by the Tenant to a new Tenant only in one condition that the new Tenant must be approved by Owner before the lease is transferred. Owner has right to reject any new Tenant candidate if Owner thinks that he or she is not a suitable person for operating the Restaurant.

6. **Premises:** The Premises shall be used only for the operation of a restaurant and for no other purpose or purposes without the express written consent of Owner, which consent may be withheld for any reason or no reason. No use of the premises that creates noise to a level that disturbs the guests of the hotel is ever permitted.

other's Band Party.

7. **Continuous Operation:** Tenant shall operate his or her restaurant within and from the Premises during the entire term of this Lease. Tenant shall continuously and uninterruptedly, during the term and during all customary business hours, occupy and use the Premises for the purposes specified herein to the end that the guests, patrons and invitees of the Samovar Inn have a good quality restaurant for their use and enjoyment.

7.1 **Business Operation Hours:** The operating hour of restaurant will be accordingly:

Summer Hour (May 16th throughout September 15th)
From 11:00 am to 3:00 am Monday to Saturday,
From 5:00 pm to 3:00 am Sunday,
Winter Hour (September 16th throughout May 15th)
From 11:00 am to 3:00 am Monday to Saturday,
From 5:00 pm to 3:00 am Sunday,
In addition, the business has to stay open throughout the operating hours.
Also, the restaurant shall stay open on any holidays.

7.2 **Income Statement:** Income Statement is to be provided by Tenant to Owner every month with the rent payment.

7.3 **Owner's right to access to Restaurant:**

A. Tenant shall give Owner Restaurant key so Owner can have access to the restaurant anytime.

B. Owner can freely use any big freezer behind the kitchen. For instance, Owner, or the hotel customers can store their wild game or fish of any amount.

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7.3.1 **Medicaid Billing:**

The Medicaid patients billing will be as it is:
Owner sends Medicaid patients to Restaurant and Tenant provides food for them. Tenant then will apply for payment to Owner at the end of each month. Tenant will apply Owner 10% (ten percent) discount from the total amount of the original receipt.

8. **Taxes:** Tenant shall not have to pay for any of the real property taxes.
Tenant shall pay timely all of Tenant's income, trade and business, employee withholding and personal property taxes including, without limitation, any taxes on any and all furniture, fixtures, equipment and effects located in the Premises.

9. **Security Deposit:** Owner acknowledges that there is $20,000 (Twenty thousand dollars) Security Deposit. Security deposit is transferred between the previous Tenant to the Current Tenant.

10. **Condition of Premises:** Tenant accepts the Premises in its present condition and state of repair. Tenant expressly acknowledges that the Premises are suitable for its Restaurant business which is currently being conducted on the Premises under the terms of an agreement that is being replaced by this Lease.

11. **Expenses and Utilities:** Tenant shall be responsible for any pay for water and sewer service to the Restaurant. For example, if the Sewer for the Hotel and Restaurant is clogged because of cooking oils used in restaurant, Tenant shall call for immediate repair. If Owner paid for the services, Tenant shall reimburse for the called services. Tenant shall be responsible for and pay for forty percent (40%) of the snow removal costs paid by Owner for the Alaskan Samovar Inn. Tenant shall be responsible for natural gas, electric, telephone, and all other services or utilities used in or about the Restaurant by Tenant or any of its licensees, guests or invitee.

12. **Repairs and Maintenance:** Throughout the term of this Lease Tenant shall maintain in good repair all applicable heating or ventilation equipment and all interior nonstructural portions of the Premises including, without limitation, all fixtures, all utility lines from the point of entrance into the Premises to the point of actual use. Tenant's repair obligations shall include all doors and windows, all window frames and door frames, all door hardware, door hinges and closure devices, all moldings, trim and the like for and in the Premises. Tenant shall properly and timely clean and maintain all grease traps, cooking equipment, waste/sewer lines used on or by the Premises. Tenant shall replace, at his own expense, all windows and doors for or in the Premises that may become defaced, cracked or broken during the term of this Lease. In addition, it shall be the responsibility of the Tenant during the term of this Lease to pay for the repair, maintenance, adjustment, replacement and inspection costs of all electrical, heating, ventilating and air conditioning and lighting equipment in the Premises, whether or not the same were initially furnished and installed by Tenant.

Tenant shall be responsible for Snowplowing during winter time. Tenant shall properly snowplow around the restaurant area including both entrances to the Restaurant and the Motel, and the parking lot of the restaurant side Tenant shall maintain cleanliness around the restaurant and the affected hotel areas in all times.

Tenant shall keep in good repair all plumbing in the restrooms of the Premises so as to minimize the use of water. With regards to any maintenance or repair work Tenant shall not interfere with the operation of the Samovar Inn or the quiet enjoyment of and access to the Samovar Inn. Any such work shall be appropriately shielded from the view of guests and tenants of the Samovar Inn. Tenant shall not avoid paying rent when inevitable fixings must take place in Restaurant, such as repair orders from fire department no matter whether the restaurant must be closed or not, during the repair period. Same is true that Tenant shall pay rent even natural or humanly disasters take place such as earthquake and fire. Owner shall be responsible for, and shall keep in good repair, the structural portion of the Premises, including the foundation and supporting walls, the structural ceiling and all utility systems up to the point of entrance to the Premises, unless such repairs are necessitated by reason of the negligence of Tenant or any customer, guest or invitee of Tenant, in which event Tenant shall be responsible for all costs of completing such repairs.

In any plumbing problems if concerned or related with the restaurant, whether from grease or anything that comes out of the restaurant kitchen or from anywhere inside the restaurant, for example, overflow of the parking lot right next to the restaurant beside to the Samovar Inn office, Tenant shall be responsible for keep in good repair.

Prior to commencing any maintenance, modification to the Premises or repair work of a non-emergency nature and prior to commencing any refinishing, repainting or remodeling of the Premises, Tenant shall give written notice to owner of the nature of the work to be performed and the identity of the person or entity selected by Tenant to perform such work. In the event of an emergency Tenant shall use his best efforts to provide immediate oral notice thereof to Owner and the identity of the person or entity selected to do the emergency repairs. Owner shall be entitled in either or both events to review the qualifications of each person or entity selected by Tenant to perform such work and may reasonably disapprove of any person or entity on the basis of such review. Tenant may not contract with any person or entity to perform such work without the approval of Owner.

Owner reserves the right, without relieving Tenant of his or her obligations hereunder, to stop heating, ventilating, air conditioning, electric, plumbing and vertical transportation services to the Premises when necessary by reason of accident or emergency, or for repairs, alterations, replacements or improvements of such services to the Premises or the Samovar Inn, or when prevented from furnishing such service by unavoidable delays. Tenant covenants and agrees that he or she shall give proper written notice to Owner of any damage that may occur to or in the Premises, which notice, in the event of an emergency may initially be orally communicated to Owner, provided there is a subsequent written confirmation of the same by Tenant to Owner.

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It is understood that Owner shall not be required to commence any repairs for which owner shall be responsible until after receipt of appropriate notice from Tenant, provided that such repairs are necessary.

In no event shall Owner be liable to Tenant for any losses or damages sustained by Tenant for loss of use of premises or damage to Tenant's property so long as Owner, after notice, is diligently pursuing any repairs owner is obligated to perform under the Lease. If Tenant refuses or otherwise neglects to effect maintenance, make repairs, maintain the Premises, or if in the owner's business judgment repairs or maintenance have been inadequately performed, or if Owner shall be required to make exterior or structural repairs by reason of the negligent acts or omissions of Tenant or his or her customers, guests or invitees, then in any of such events owner shall have the right, but not the obligation, to effect such repairs or maintenance on behalf of and for the account of Tenant. In such event the costs so expended by owner shall be reimbursed by Tenant as additional rent and will be paid on the first of the month following a completion of such repairs and itemization of such costs being provided to Tenant.

13. **Compliance With Laws:** Tenant shall, at his or her own cost and expense, execute and comply with all federal, state and local laws and all governmental or quasi-governmental laws, regulations and guidelines presently in effect and all additional and other laws, regulations and guidelines which may hereafter be enacted or go into effect relating to the Premises and Tenant's use thereof. This shall specifically include any action necessary to comply with the Americans with Disabilities Act with respect to the interior of the rented premises itself. If there must be any major modification of the exterior of the building or access to the hotel or the restaurant to comply with that act such shall be done by the Owner at the Owner's sole expense. Tenant agrees to any reasonable modifications of access, signage, stairs and area performed at Owner's expense as may be necessary to comply with the Act.

Tenant will not cause or permit to be caused any act or practice by negligence, omission or otherwise that would adversely affect the environment or permit anything to be done that would violate any of said laws, regulations or guidelines. Any violation of this covenant shall be a material breach and event of default hereunder. Tenant shall have no claim against Owner by reason of any changes Owner may make with respect to the Samovar Inn building or to the Premises when such changes are made pursuant to applicable laws, regulations or guidelines.

Tenant shall also execute and comply with all rules, regulations and requirements of the Board of Fire Underwriters, the insurance carrier(s) for Owner and other organizations that establish insurance rates to the extent that the same or any of them are applicable to the Premises or to the use and occupancy of the Premises by Tenant.

14. **Assignment or Subletting:** Tenant expressly agrees that he or she will not assign, hypothecate, mortgage or encumber this Lease or any interest therein or sublease or suffer or permit the Premises or any part thereof to be used by other, without the prior written consent of Owner in each instance, which consent will not be unreasonably withheld.

Notwithstanding any assignment of this Lease, or subletting of the Premises, it is agreed and understood that Tenant shall remain primarily liable for and shall not be released from the performance of all of the terms and conditions of the Lease which the Tenant is required to observe and perform.

It shall be a condition precedent to the consent of Owner to any assignment or subletting that Tenant be in full compliance with each and every one of the terms and provisions of this Lease. However, the consent of owner may be withheld notwithstanding such compliance. If Owner shall consent to any particular assignment or subletting, such consent shall be deemed to be consent to that particular transaction only and not to any other or further transactions.

In addition to all other obligations imposed on Tenant hereunder, Tenant shall reimburse owner, upon demand, for the costs of any such assignment or subletting including without limitation, the cost of transfer taxes and recordation fees and the actual cost of any inquiry or investigation as to the acceptability of the proposed assignee or subtenant and the legal costs incurred, if any, in connection with such assignment or subletting.

15. **Improvements and Alterations:** Tenant may not make any alterations or improvements to the Premises without the prior written approval of Owner. Such alterations and improvements, if approved by Owner, shall be done at the sole cost and expense of Tenant in accordance with such terms and conditions that may be reasonably established by Owner. All alterations and improvements shall be done and performed in a good and workmanlike manner using only first class quality furnishings, fixtures and equipment and materials and shall not interfere with the operation of the Samovar Inn by Owner. When this Lease is terminated Tenant shall, if requested to do so by Owner, restore the Premises to substantially the same condition as existed at the time this Lease is executed, reasonable wear and tear except ed, and Tenant shall repair any damage to the premises resulting from the installation or removal of any improvements, partitions, fixtures or equipment installed by Tenant.

All of such changes, additions or alterations shall be made solely at the expense of Tenant and Tenant agrees to protect, indemnify, save and hold owner harmless on account of any injury to third persons or property by reason of any such changes, additions or alterations, and to protect, indemnify and save Owner harmless from the payment of any claim of any kind or character on account of bills for labor, materials or utility service furnished or claimed to have been furnished in connection therewith. It is agreed between Owner and Tenant that Owner shall not be required to execute an acknowledgment of right to lien pursuant to AS 34.35.010, et seq, as now enacted or hereafter amended.

Tenant shall not permit any mechanics' or similar liens to be lodged against or remain upon the Premises for labor performed or materials furnished to Tenant, or claimed to have been performed or furnished, on behalf of, or otherwise at the direction of or with the consent of Tenant, whether such work was performed or materials were furnished before or after the commencement of this Lease.

Owner may require Tenant to furnish evidence satisfactory to Owner that Tenant and any contractor or firm hired by Tenant carry satisfactory insurance insuring against all risks normally insured against in such situations, **which policies will name owner as an additional insured** where appropriate.

Except for those item which Owner specifically requests Tenant to remove from the Premises, any alterations, additions, improvements and fixtures therein installed in the Premises and paid for by the Tenant shall become the property of the Owner when this Lease terminates.

16. **Indemnity:** **Tenant shall indemnify Owner and save Owner harmless from** all claims, suits, actions, damages, liability and expense (including actual attorney fees) in connection with loss of life, bodily or personal injury or property damage arising from or out of an occurrence on, upon or at the Premises, or the occupancy or use by Tenant of the Premises or any part thereof, or occasioned solely or in part by any act or omission of Tenant, his or her agents, contractors, employees, servants, invitees, licensees or concessionaires, either within the Premises.

Owner shall not be responsible or liable at any time for any loss or damage to merchandise, stock in trade, equipment, fixtures or other personal property of Tenant or to Tenant's business.

Owner shall not be responsible or liable for any defect, latent or otherwise, in the Premises or the Samovar Inn building, or for any defect, latent or otherwise, in any of the equipment, machinery, utilities, appliances or apparatus within the Premises or the Samovar Inn building. Owner and owner's agents and employees shall not be liable for, and Tenant waives all claims for, loss or damage to the business of Tenant or damage to any person or property sustained by Tenant or any person claiming through Tenant resulting in any accident or occurrence in or upon the Premises, or any other part of the Samovar Inn building. Owner indemnifies Tenant from any claims, suit action, damages arising out of any occurrence outside of the restaurant premises and caused by owner's negligence.

In the event that Owner shall be made a party to any litigation commenced by any persons against Tenant, then Tenant shall indemnify, defend, protect and hold Owner harmless from any liability arising therefrom and shall pay all costs and expenses of owner, including actual attorney fees.

17. **Insurance:** **Any and all policies obtained by Tenant must name Owner as an additional insured. Tenant, at his or her own cost and expense, shall obtain and maintain in his or her name and in full force and effect during the entire term of this Lease a policy or policies of insurance covering the following risks:**

A. Fire and extended coverage, vandalism and malicious mischief insurance covering all of the stock in trade, fixtures, furniture, furnishings, floor coverings, equipment and other improvements of Tenant within the Premises, to the extent of 100% of the full insurable value without deduction for depreciation.

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B. Comprehensive general public liability insurance on an occurrence basis with minimum limits of liability in an amount of not less than $500,000.00 for bodily, personal injury or death to any one person and to the limit not less than $1 Million for bodily injury, personal injury or death to more than one person and in an amount not less than $100,000.00 with respect to damage to property, including water damage and sprinkler leakage legal liability which insurance shall contain an endorsement naming Owner as an additional insured.

C. Worker's Compensation Insurance and Unemployment Insurance which shall contain an express waiver of any right of subrogation against Owner. All policies of insurance to be obtained and furnished by Tenant hereunder shall be issued and carried in the name of Tenant. owner shall be named as an additional insured on the policies.

All such policies of insurance shall be issued by a financially responsible company or companies authorized to issue the policy or policies and licensed to conduct insurance business within the State of Alaska and shall contain the following endorsements:

A: That any such insurance shall not be subject to cancellation, termination or material changes except after thirty (30) days prior written notice by registered mail to owner by the insurance company; B. That Owner shall not be liable for any damage by fire or other casualty covered by such insurance, no matter how caused, it being understood that Tenant shall look solely to insurer or insurers for reimbursement.

Owner and Tenant waive their right to recover damages against each other for any reason whatsoever to the extent the damaged party recovers indemnity from its insurance carrier. Any insurance policy obtained by Tenant that does not name Owner as an additional insured shall contain an express waiver of any right of subrogation by the insurance company against Owner. Minimum limits of any insurance coverage required to be carried by Tenant shall not limit the liability of Tenant to Owner as provided in this Lease.

18. Liquor License Liability Insurance: Owner shall obtain Liquor License Liability insurance for and applicable to the Premises in its own name. On or before July 1, each year. Tenant shall pay or reimburse owner the actual cost of the Liquor License Liability Insurance for each year. Owner will renew the Liquor License Liability Insurance every year during the term of the Lease, including any renewal term. Owner shall pay for the actual cost of the Liquor License Liability Insurance during each year. Tenant shall reimburse Owner for the actual cost of the Liquor License Liability insurance within fifteen (15) days of the date the insurance premium is paid by owner. Tenant shall be responsible and pay for the annual Liquor License renewal fee and any other costs to renew or maintain the liquor license for the Premises.

19. Fire Loss or Damage: In the event that the Premises, or the Samovar inn building (whether or not the Premises are damaged) shall be partially damaged by any casualty insurable under a policy of fire or extended insurance coverage issued to Owner, and the time reasonably estimated by owner to repair, rebuild or reconstruct the Samovar Inn building or the Premises shall not exceed ninety (90) days, then Owner

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shall, upon receipt of the net proceeds from such insurance, undertake the repair and restoration, as applicable, of the Premises and the Samovar Inn building to substantially the same condition as existed prior to the casualty, with such changes as owner may reasonably desire to make. As used herein the term "net proceeds from such insurance" shall mean that portion of the proceeds of insurance that is free and clear to Owner after deducting all sums required to be paid by Owner to the holder of any mortgage on or against the Samovar Inn building, as well as all expenses and legal fees incurred by owner to collect such insurance proceeds.

If there is any loss or damage to the Premises not covered by insurance obtained by owner, and if the damage is caused by the negligence of Tenant or his employees, agents, invitees or concessionaires, or if Tenant fails or otherwise refuses to make the proceeds of his insurance available for repair and restoration of fixtures, furniture, furnishings, floor coverings, trade equipment and other property placed by Tenant in or upon the Premises required to be insured by Tenant, then, in any of such events, there shall be no abatement of the minimal monthly rent unless owner elects to cancel Lease.

Tenant shall have the right to cancel this Lease in the event of a loss or damage of which prevents the operation of the restaurant and repairs are not commenced within ninety (90) days of the date the damage occurred. During the time the restaurant cannot be operated there shall be an abatement of all rental charges.

20. **Inspection and Access:** Owner and its agents, employees and contractors shall have the right of access to the Premises during the regular business hours of Tenant for the purpose of installing, altering, maintaining, adjusting and repairing all utility, mechanical or appurtenant equipment servicing the Premises including, but not limited to, work necessary to comply with the provisions of any mandatory or voluntary federal, state or municipal energy, air, noise and/or water pollution and similar laws, statutes, regulations, orders, guidelines or programs.

Owner and its agents including, but not limited to, its lenders and insurance company inspectors shall have no further right to enter the Premises to examine or to make such inspections, repairs, additions or alterations as may be deemed necessary for the safety or preservation of the Premises or the Samovar Inn building. However, the foregoing shall not be deemed or construed as an obligation on the part of owner to undertake or effect any such repair other than as expressly required in this Lease.

21. **Operation of Business:** During the term of this Lease Tenant shall:

A. Conduct his business within the Premises in such manner as to help establish and maintain a highly graded reputation for entire Samovar Inn building and property.

B. Keep the Premises, including the exterior portion of his entryway and interior portions of the Premises in a neat, clean, sanitary and safe condition.

C. Not use or permit to be used any advertising or audio medium such as loudspeakers, sound amplifiers, phonographs, radio or television broadcast in a manner which is audible outside of the Premises or on the floor above.

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D. Not use or permit to be used any portion of the Premises for any unlawful purpose of for any activity with which would not generally be considered appropriate for similar properties.

22. **Mechanic's Liens:** Tenant covenants not to suffer or permit any mechanic's liens to be filed against the interest of Owner or Tenant in the Premises or the Samovar Inn building property by reason of work, labor, services or material supplied or claimed to have been supplied to Tenant or anyone holding the Premises or any part thereof through or under Tenant. If any such mechanic's lien shall at any time be filed against the Premises or the Samovar Inn property Tenant shall, within thirty (30) days after receiving notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise, and Tenant hereby agrees to indemnify and save Owner harmless from any legal expense which Owner may reasonably incur as a result of the filing of the lien and/or from any loss or liability as a result of liens filed against the Premises or the Samovar Inn property.

23. **Relationship of Parties:** At all times and for all purposes under or material to this Lease Tenant and Owner shall have only the relationship of landlord and tenant. Neither Owner nor Tenant is the partner, agent or employee of the other.

24. **Default:** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

A. The failure by Tenant to pay the rent as and when due and such failure shall continue for a period of ten (10) days.

B. The vacating or abandonment of the Premises by Tenant or the failure of Tenant to be open for business (except in the event of damage or destruction to the Premises which prevents Tenant from conducting business) for more than three (3) days.

C. The failure by Tenant to observe or perform any of the terms, conditions, agreements, obligations, covenants or provisions of this Lease to be observed and performed by the Tenant, other than the failure to pay the monthly rent, where such failure shall continue for a period of twenty (20) days after written notice thereof by owner to Tenant. Provided, however, that if the nature of the default by Tenant is such that more than twenty (20) days are reasonably required for its cure, Tenant shall not be deemed to be in default if Tenant commences such cure within such twenty (20) day period and thereafter diligently prosecutes such cure to completion.

D. The making by Tenant of any general arrangement for the benefit of creditors or the filing by or against Tenant of a petition to have Tenant adjudged the bankrupt, or a petition for reorganization or arrangement under any law related to a bankruptcy unless, in the case of petition filed against Tenant, the same is dismissed within sixty (60) days of filing, or the appointment of a trustee or a receiver to take possession of substantially all of the assets of Tenant where such trustee is not discharged within thirty (30) days after appointment.

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25. **Remedies Upon Default:** In the event of any default or breach by Tenant, Owner may at any time thereafter, with or without notice or demand, and without limiting owner in the exercise of a right or remedy which Owner may have by reason of such default or breach:

A. Declare the lease to be terminated and terminate the right of Tenant to possession of the Premises and in such event this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Owner. In such event Owner shall be entitled to recover from the Tenant all past due rent and other charges due under this Lease, the expenses reletting the Premises, including the cost to renovate and alter the Premises for a replacement tenant, rent for the period of time between termination and reletting, actual attorney fees and costs, the difference, if any, between amount of rent paid by a replacement tenant and the amount of rent required to be paid by Tenant under this Lease and any other damages awarded by a court of competent jurisdiction.

B. Recover possession of the Premises without intervention of any court and without result to any legal process or proceeding.

C. Seek and obtain an injunction to enjoin any breach or threatened breach by Tenant and invoke any right or remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary termination and other remedies were not provided for in this Lease.

D. Pursue any other remedy now or hereafter available to Owner under the laws or judicial decisions of the State of Alaska.

26. **Damages:** If this Lease is terminated because of a default by Tenant or if Owner re-enters the Premises by summary dispossession proceedings, ejections or by any suitable action or proceeding at law, or in equity, or by agreement, or by force or otherwise, Tenant shall pay to Owner as damages, at the election of owner:

A. Any amount due as the minimum annual rent through and including the time owner obtains a replacement tenant for the Premises. Tenant shall not be entitled to any credit or offset of this damage item, except as such minimal annual rent may have actually been collected from Tenant, a replacement tenant or from anyone else. Nor shall Tenant be entitled to assert as a defense the failure of owner to use good faith efforts to secure a replacement tenant for the Premises.

B. The difference, if any, between the amount of rent required to be paid by Tenant under this Lease and the amount of rent paid by a replacement tenant.

C. All costs to repair, renovate or modify the Premises for a replacement tenant.

D. Actual costs and attorney fees incurred by owner because of the breach by the Tenant.

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E. The total damages due by Tenant shall not exceed the actual damages sustained by Owner.

F. Nothing contained herein shall limit or prejudice the right of Owner in any insolvency, bankruptcy or reorganization proceeding, or any other proceeding based upon a default by Tenant under this Lease, to prove and obtain as liquidated damages or damages arising out of any termination of this Lease the maximum amount allowed by any statute or rule of law, whether such amount be greater, equal to or less than the difference between the aggregate of the minimal annual rent and the percentage rent and the actual amount of rent received by Owner after termination or breach by Tenant. The amount of rent obtained or reserved upon reletting by Owner after default by Tenant shall be deemed to be the fair and reasonable rental value for the Premises so relet during the term of the reletting.

27. **Eminent Domain:** If all of the Premises are taken by the power of eminent domain exercised by any governmental or quasi-governmental authority, this Lease shall terminate as of the date Tenant is required to vacate the Premises and the minimum annual rent, percentage rent and other charges due hereunder shall be paid to that date. The term "eminent domain" shall include the taking or damaging of property by, through or under any government or quasi-governmental authority and any purchase or acquisition in lieu thereof, whether or not the damaging or taking is by the government or any other person.

If more than 25% of the floor area of the Premises shall be taken or appropriated this Lease may, at the option of either party, be terminated by written notice given to the other party not more than thirty (30) days after Owner and Tenant receive notice of the taking or appropriation, and such termination shall be effective as of the date the Tenant is required to vacate the portion of the Premises so taken. If this Lease is so terminated all minimum annual rent, percentage rent and other charges due hereunder shall be paid to the date of termination. Whenever any portion of the Premises is taken by eminent domain and this Lease is not terminated, owner shall, at his expense, proceed with all reasonable dispatch to restore, to the extent that it is reasonably prudent to do so, the remainder of the Premises to the condition it was in immediately prior to such taking. Tenant shall, at his expense, proceed with all reasonable dispatch to restore all fixtures, furniture, furnishings, leasehold improvements, floor coverings and equipment to the same condition they were in immediately prior to such taking. From the date Tenant is required to vacate that portion of the Premises taken, the minimum annual rent shall be reduced in proportion to the amount of floor space taken as compared to the square feet of total floor space.

Owner shall have the right to collect and receive the entire damage award or payment for any taking by eminent domain and Tenant shall make no claim whatsoever against Owner for damages for termination of his leasehold interest in the Premises or for interference with his business. Tenant hereby grants and assigns to Owner any right Tenant may have or hereafter acquire to such damages and agrees to execute and deliver

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such further instruments of assignment as Owner may from time to time request. Tenant shall, however, have the right to claim from the condemning authority all compensation that may be recoverable by Tenant on account of any loss incurred by Tenant in removing Tenant's merchandise, furniture, trade fixtures and equipment and for damage to Tenant's business provided, however, that Tenant may claim such damages only if they are awarded separately in the eminent domain proceeding and not as part of the damages of Owner.

28. **Remedies Cumulative – Waiver:** It is understood and agreed that the remedies of Owner hereunder are cumulative and the exercise of any right or remedy by owner due to a default or breach by Tenant shall not be deemed a waiver and shall not alter, affect or prejudice any right or remedy which Owner may have under this Lease, or by law or in equity. Neither the acceptance of rent nor any other acts or omissions of owner at any time or times after the happening of any event authorizing the cancellation or forfeiture of this Lease shall operate as a waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive Owner of his right to cancel or forfeit this Lease, upon the notice provided for herein, at any time that cause for cancellation or forfeiture may exist, or be construed so as at any time to preclude owner from promptly exercising any other option, right or remedy that it might have under any term or provision of this Lease, or at law or in equity. The failure of either party to insist in any one or more instances upon the strict performance of any covenant, agreement, term or condition hereof shall not be construed as a waiver or relinquishment of the future performance of such one or more obligations of this Lease or the right to exercise any such right, remedy or election.

29. **Acceptance of Payments:** It is specifically understood and agreed that acceptance of any sum by Owner which is less than the amount claimed is due by the owner, shall not act as, nor be deemed to be, a waiver of such claimed amount or a compromise or accord and satisfaction of the amount claimed as due.

30. **Modifications:** No agreement hereafter made between owner and Tenant shall be effective to change, modify, waive, release, discharge, terminate or effect an abandonment of this Lease in whole or in part unless such agreement is in writing, expressly refers to this Lease and is signed by both parties.

31. **Title and Quiet Enjoyment:** Owner represents that it has full right and authority to execute and perform the obligations to be performed by it under this Lease and to grant the leasehold estate herein created. Owner covenants that Tenant, upon paying the rents reserved herein and performing the obligations, terms, provisions, conditions, covenants and agreements hereof, shall peaceably and quietly have, hold and enjoy the Premises for the uses and purposes set forth herein.

32. **Attorney Fees:** If either of the parties are required to bring or maintain any action, including assertion of any counterclaim or cross-claim in a proceeding, including a bankruptcy proceeding or receivership, or any other proceeding instituted by a party hereto or by others or otherwise refers this Lease to an attorney for the enforcement of any of the obligations, terms, provisions, conditions, covenants and agreements of this Lease, the prevailing party in such action shall, in addition to all other payments required herein, receive from the other all costs incurred by the prevailing party including attorney fees and such costs and attorney fees which prevailing party incurs on any appeal.

33. **Partial Invalidity:** If any term, provision, condition, covenant or agreement of this Lease, or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Lease, or the application of such term, provision, covenant or agreement to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, provision, condition, covenant and agreement of this Lease shall be valid and enforced to the fullest extent permitted by law.

34. Notices. Except as may be otherwise expressly provided in this Lease, all notices and statements required or permitted under this Lease shall be in writing and shall be deemed to be given and received when delivered in person or sent by United States registered or certified mail, return receipt requested, with postage prepaid and directed to the party as set forth below:

Hong & Lees, Inc. 720 Gambell Street Anchorage, Alaska 99501	Sharon Cho 6942 Meadow #205 Anchorage, AK 99507

Either party may designate a different post office or mail delivery address as may from time to time be appropriate for the purpose of receiving notice by giving appropriate notice to the other of such new designation.

35. **Prior Agreement:** This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this lease and no prior agreements or understandings pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall be neither effective nor binding on any party until fully executed by both parties.

36. **Inability to Perform** This Lease and the obligations of Tenant hereunder shall not be affected or impaired because the owner is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God or any other causes beyond the reasonable control of owner.

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37. **Holdover:** In the event that Tenant occupies and remains in possession of the Premises after the expiration of this Lease without having executed a new lease or an extension or renewal of this Lease, Tenant shall be deemed in occupancy and possession of the Premises as a tenant for month to month only at a monthly rental equal to 125% of the monthly rent and other charges required to be paid by Tenant under this Lease. If Tenant occupies and remains in possession of the Premises after the expiration of this lease, and if either party thereafter desires to terminate said occupancy at the end of any month, then the party that desires to so terminate the same shall give the other party at least thirty (30) days written notice to that effect. Failure on the part of Tenant to give such notice shall obligate Tenant to pay the full rent and other charges reserved under this Lease.

38. **Removal of Tenant's Property and Improvements Upon Termination:** Within thirty (30) days after expiration or sooner termination of this Lease, Tenant shall remove all furniture, equipment, inventory and other Tenant property. Any property not removed within such thirty (30) days shall be deemed abandoned and Owner shall have the option of either removing and disposing of such item(s) at Tenant's expense and without any Owner liability, or retaining such item(s) which shall become solely the property of owner without any further claim thereto by Tenant. In the event the removal of any property by Tenant causes any damage to the premises, Tenant shall promptly repair such damage at Tenant's own cost and expense. Owner may require a bond or other assurance of such repair prior to allowing the removal of such property.

39. **Use of Premises:** Tenant may not use the Restaurant for any other purpose without the express written consent of Owner, which consent may be withheld for any reason. Subject to the noise level requirement and limitation, Tenant may use a karaoke system during the period September 16 through May 5 of each year. Tenant must not use a Karaoke system during the period of May 6 through September 15 of each year. The use of Karaoke system during that period will result in One thousand dollars ($1000) penalty for each night's use against Tenant. Tenant should not allow the noise level in the Restaurant to disturb any guests of the Alaskan Samovar Inn and failure to maintain an acceptable noise level in the Restaurant will be a breach of this Lease.

40. **Miscellaneous:** Upon request of Owner, Tenant shall execute a memorandum of this Lease in a form suitable for recording.

41. **Governing Law:** This Lease shall be governed by and construed according to the laws of the State of Alaska.

The submission of this Lease for review by Tenant does not constitute an offer or an option to lease the premises, nor is it intended as a reservation of the Premises for the benefit of the Tenant. On the contrary, it is expressly understood that this Lease shall not be effective or binding upon the parties until it is fully and properly executed by Owner and Tenant.

In WITNESS WHEREOF the parties have entered into this Agreement to be effective on the date set forth above.

OWNER	TENANT
Hong & Lees, Inc,	
By	
Kisang Cho	Sharon Cho
Its Secretary	

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

This is to Certify that on this 4th day of November 4, 2009, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Kisang Cho, and Sharon Cho known to me and to me known to be the individual named in and who executed the foregoing instrument as the Secretary of Hong & Lees Inc., and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein set forth.

Witness my hand and official seal the day and year in this certificate first written.

LEEWON ANDERSON NOTARY PUBLIC STATE OF ALASKA My Commission Expires: Nov. 7, 2010

Notary Public in and for Alaska

My commission expires:

Exhibit A
Page 17 of 17

MUNICIPALITY OF ANCHORAGE

Office of the Clerk
Phone – 343-4316 Fax 249-7614

DATE: December 23, 2014

FROM: Jamie Heinz, Business License Official

TO: **File**

RE: **12/2/14 Public Testimony re. proposed transfers of Beverage Dispensary Liquor Licenses #4531, 4551, & 4552**

The Assembly held public hearing on December 2, 2014 concerning proposed transfers of beverage dispensary licenses #4531; #4551; and #4552. Testimony was received and is included in the audio/video recording of the meeting (available online through the Municipality of Anchorage website) from the following individuals:

ISIDOR MARTINEZ

CHRIS SCHUTTE, Anchorage Downtown Partnership, Executive Director.

TANK JONES

MARK KULSTEAD

MARY KULSTEAD

VALERIE SMITH

CECLIE STOTT

JAMES ALLEN

ROBERT ALEXANDER

TRINA JOHNSON

JOE LAW

COLBY STEWART

SUE RICKMAN

STERLING TAYLOR

BILLY RAY POWERS

EXHIBIT H

SONYA HARRIS

ED LARABEE

MATT FINK

CAROL TAYLOR

Additionally, the Assembly received written comment from the following individuals and organizations (copies of the written comments are attached):

MARY KULSTAD (2)

MARK KULSTAD (2)

BERNIE LEWIS on behalf of AKHIOK-KAGUYAK, INC.

TAMRA RUPE on behalf of RSD PROPERTIES, LLC

BRIDGET SANDERS & ERIC RITNER

SUE RIECKMANN

FR. ANTHONY –M. PATALANO

CHRIS SCHUTTE on behalf of ANCHORAGE DOWNTOWN PARTNERSHIP

BRUCE ELIASEN on behalf of HICKEL INVESTMENT COMPANY

September 24, 2014

Anchorage Assembly
Amanda Moser Deputy Clerk
moserak@muni.org

Alcohol Control Board
Sarah Oates
Sarah.oaters@alaska.org

RE: License # 4531,4551,4552
Tri Grill/Led Ultra Lounge

Dear Municipal Assembly,

I am not supportive of another bar / night club being approved across the street from our home. In 2006 we had asked for clear guidelines to be addressed before issuing the Platinum Jacks License. We had suggested that as the fine dining restaurant they were representing to be that the hours be limited to 11pm, same hours that La Mex operated and similar to restaurants in the area. Unfortunately they were approved with only verbal assurances to remain a fine dining restaurant and within a couple of month they were a Party bar with loud music till 2am and dangerous street activity till after 3am.

We have many concerns and ask for your protection. We want the downtown to be safe for other families in the area and visiting tourist. This location is next to several hotels, we look to have a positive atmosphere in any new venture that takes over this license. If this is truly a Restaurant they should be happy to close by a decent hour and not request 2am!

We did not contest Platinum Jaxx in 2006 only, because it was represented to be a fine dining establishment, with music and dancing for an older crowd secondary. Good food, wine and **a quiet** dining experience that was what they promised. I believe we were all misled. Platinum Jaxx quickly became a well known party bar, **known for drugs, drunkenness, and violence.** We do not want this again. We feel our life was disrupted and threaten by the activities of the bar for 7 years. We quickly learned calling the staff or the police did not help us. The staff only warned their Patron of the police. And the police told us there was not much they could do but drive by. By the time the police would get there- they had been warned and dispersed - Only to later return and the noise would start again. Since there is no parking for their Patrons would park in front of our house and even in our private lot. When we confronted them they would be rude and threatening. We do not want to experience this again. If there is a transfer of licensee for this location we strongly request very strict guidelines, defiantly limited hours! Please do not allow the opportunity for another party bar. Repercussions need to be in place- so quick action can be taken to rectify the problem. Please keep our downtown area and our home safe.

Sincerely, Mary Kulstad 907-242-6600

Heinz, Jamie L

From: Solberg, Amy R.
Sent: Tuesday, December 02, 2014 1:06 PM
To: Heinz, Jamie L
Subject: FW: Transfer of Platinum Jacks License
Attachments: Platinum Mary.docx; 11-12-14 Fusions-TriGrill.docx

FYI

From: Mary Kulstad [mailto:mkhotelseward@gci.net]
Sent: Monday, December 01, 2014 4:35 PM
To: !MAS Assembly Members
Cc: World Wide Web Municipal Clerk
Subject: Transfer of Platinum Jacks License

Dear Assembly, I wanted to verify you have received both letters opposing the transfer of the Platinum Liquor License or at a minimum restrictions placed on the license so it will be operated as it was when it was obtained- under a similar business plan as a dinner house not a party bar. With that imposing the restriction that it not be allowed to operate past 12midnight .

Please consider the recent activity under the management agreement in place with LED/ Tri Grill now in place. The local community and us as the closest neighbors are in opposition to the transfer. I called in and explained my position and my most recent experience with Mr Alexander's management of the Platinum Jaxx location. Friday evening Nov 28th -he was open at Platinum Jaxxs , I live across the street. The First noticeable noise was at 11 pm - 11:15 brought my attention that one of his patron went the wrong way down I Street. Then the noise escalated with 20 loud people in front of the bar at 12:15 am then again things quieted , with varying noise and then 12:45 another large group outside. Then at 2:15-2:45 large group exiting and security screaming "letsgo: lets go". Please recognize this is exactly the problem that will happen every night with a party bar. Until alcohol and drugs escalate to some sort of violence and driving issues.

When this was addressed Mr R. Alexander said he was not operating- that it was a private party and said he had not been open to the public. I am not sure why was to make difference. This was clearly a misrepresented - he has been open to the public for a month with an open sign glowing daily. I am not sure why he would lie about being open to the public. We can prove Mr Alexander was open My husband and a friend went to the Platinum Jaxx the week before on 11/13 to see what changes had been made and talk with management. They were sold 2 drinks around 9pm in the evening. This was 15 days before the evening I was disrupted. Robert Alexander is a concern to me and I oppose the transfer due to recent activities at the Platinum Jacks location under his operating agreement and his misrepresentation to the ABC board and finally his responsibility for violations and the operating agreement at Fusions. Which include a workman's comp and 2 liquor violations 1 for sales and 1 for leasing the bar without the correct process. I would hope that the assembly would find reason to not approve this transfer or do more to restrict the use of the license to be consistent with it original use as a diner house only if operated in the downtown area.

Sincerely, Mary Kulstad

11/12/14

Dear Assembly,

Please look at Robert Alexander location at the Travelers/Samovar Inn –Fusion which has been closed due to liquor violations. He as the lesser and working under an operating agreement was running the bar area. The hours were clearly noted on the outside of the building " open at 9pm" and listed a variety of dance music definitely not directed at dining crowd. No mention of food on the advertisement only music. Although it was closed it was clearly a drinking establishment – not a dining with music The activity of this operator is directed at a late night drinking/ party crowd.

We also went to the diner he is operating on old Seward and 76$^{t.}$ It is behind Mr Prime Beef in the strip mall - seats about 25. It is a nice small restaurant, but both location make us question his expertise and knowledge in the bar industry as well as financial ability to make such a jump to operating such a large business with 3 Bars. You asked us to help with this and unfortunately it is hard. We do not want him to fail. And we do not want our lives disrupted again. I unfortunately cannot find any suggestions to help him open 3 bars. I do not see adding another party bar to downtown as a benefit for the betterment of our downtown community.

Yes as you we would like to see the building rented, Trina happy and him be able to succeed. But he would need a different business plan for that location to improve and benefit the downtown community. When I analyze this I truly cannot see anything positive coming from another bar. Considerations for what our downtown needs? And the risk we are willing to take to support another bar enterprise. ?

1. Consider how many bars are located downtown already?
2. Does the downtown need another bar?
3. What problems already exist? Do we want to increase them?
4. What safety issues arise from 3 more bars located in our downtown ?
5. Will this add to impaired drivers on our downtown streets?
6. Is it likely we will have more drunkenness, drugs or forms of violence?
7. **What is the up side for the Betterment of our downtown by endorsing this?**

I have considered the following and cannot find any solution to solve the following concerns if this operations is approved. Please tell me if you can.

1. Would you support this if it was across the street from your home?
2. What is the need for 3 bars? With 3 bars the money is in Alcohol sales not food
3. From 12- 3am how can you truly control X number of people leaving the building quietly?
4. Parking –requirements to cover the number of patrons
5. Getting to and from cars quietly/ no fights/ loud voice etc?
6. Smoking or drinking to from cars- quietly?
7. What is the capacity of the building and number of exits for a bar?
8. Are there special fire codes for 3 bars?
9. How did Koots solve their issues? They started small then grew slowly with experience.

I can only suggest that he

Provide the downtown with an establishment that makes dining the priority and closes by 12am.

I wish I could be more helpful and I am willing to meet and try to see this differently but after our last experience it hard to see what will make this time be any different.

Truly wanting the best for all, Mary Kulstad

September 24, 2014

Anchorage Assembly
Amanda Moser Deputy Clerk
moserak@muni.org

Alcohol Beverage Control Board
Sarah Oates
Sarah.oaters@alaska.org

RE: License # 4531,4551,4552
Tri Grill/Led Ultra Lounge

Dear Municipal Assembly,

Attached is the letter I wrote in 2006 when Platinum Jaxx was applying for a Beverage Dispensary License. We now know that all my concerns were not without merit, and it's my opinion the License transfer should never have been approve without more than verbal promises from Platinum Jaxx's owners. Please consider my concerns before transferring this license again.

Platinum Jaxx was represented to be a fine dining establishment, with music and dancing secondary. Food, good wine and a quiet dining experience was what we were told we were welcoming to downtown. What we actually got was far from what we were promised. Platinum Jaxx before being closed was a loud, drunken, dangerous, party bar, one of the worst in Anchorage.

I haven't heard the new spin on how Tri Grill/ Led Lounge is going to be different from Platinum Jaxx's, But I'm sure it is represented to be a safe a safe, solid Family Place to dine and drink and isn't being represented to being similar to the t Bad place Platinum Jacks was for 7 years.

Please don't approve a transfer of the Beverage Dispensary License to another party bar, Anchorage doesn't need it. If it's going to be a place where money is made on dinning and family great, limit the hour to 11:00 pm to make sure. Verbal promises from potential operators are weak and the Assembly and the public are often naive and trusting. We must be cautious. I remember years ago sitting at multiple assembly meeting listening to the operators of the Monkey Wharf assure the Assembly that it would never become a strip club, yet it was only months after you approved the transfer that it was indeed a strip club. You and I were promised

by the owners of Platinum Jaxx, it would be **primarily an Eating** and drinking establishment we would be proud to support as neighbors. Several of those owners were sterling members of the community. Owner change, business plans are successful and others fail. I'm sure they did not intend to mislead us but money, lack of good management, and desperation probably had a hand in what Platinum Jaxx became. It can happen again, Please don't let it. It is hard to make in the restaurant industry especially in area of seasonal business. There are good operators but they are hard to find, I saw you work diligently with Red Robin over for their liquor license, as well as Costco, two great members of Anchorage, please make sure you are helping create another stellar member of the community, before transferring this license.

I am counting on you the assembly, as my elected representative to be looking out for mine and the community's needs and safety. Please ask yourself what you would want across the street from your home when you consider the transfer of this license. As an Assembly you are somewhat buffered from retaliation but I am not as an individual living across from what has been a place of shootings, public drunkenness, fighting, littering, load foul language, drunk driving, afterhours activity and I'm sure the list goes on. I feel I and my family are at risk for protesting this license in light of the past activities on this property. Please protect us, you don't need me to make the right decision, understand that I don't want to have to go back to sleeping with a gun under my pillow, the alarms on, concerns for my wife, pets and trying to get some rest with earplugs in.

Sincerely,

Mark S. Kulstad

Anchorage Assembly
Attn: Kay Holowatch Municipal Clerk

RE:2006
Platinum Jaxx Bar and Grill
901 W. 6th Ave.
Application for transfer of a Beverage Dispensary License to Platinum Jaxx, Inc. and Conditional Use Permit.

Dear Municipal Assembly,

I'm sure you are looking forward to a new dining and drinking establishment near your place of business in downtown Anchorage. I am also looking forward to what appears to be a fine new addition to downtown.

I have a couple concerns that you may or may not share. Will the sound of music playing inside the bar and grill be a problem for your guests at the time when many will be sleeping? Will security be necessary to insure patrons keep their festivities inside the walls of the bar and grill and if necessary will it be adequate? Many downtown businesses have private parking, or parking exclusive to their businesses. Will unauthorized vehicles, or trash of bar and grill patrons be an issue?

I would ask that you please address these concerns when this application comes before you.

Sincerely,

Mark Kulstad

618 I Street (the house with the Christmas Decorations in the winter and the garden in the summer) Phone 223-8135

Heinz, Jamie L

From: Bernie Lewis [bernie@comservrealty.com]
Sent: Monday, November 17, 2014 2:27 PM
To: Flynn, Patrick P.
Cc: Heinz, Jamie L; Moser, Amanda K.
Subject: RE: Inquiry regarding 5th & 6th Avenue properties

Thank you Patrick, I will certainly try to make it, appreciate your letting me know.
Bernie

Bernie Lewis, President,
ComServ Realty, Inc.
240 E. Tudor Rd., Suite 205
Anchorage, AK 99503
(907) 770-2545-T (907) 770-5645-F
bernie@comservrealty.com
www.comservrealty.com

-----Original Message-----
From: Flynn, Patrick P. [mailto:FlynnPP@ci.anchorage.ak.us]
Sent: Monday, November 17, 2014 12:59 PM
To: Bernie Lewis
Cc: Heinz, Jamie L; Moser, Amanda K.
Subject: RE: Inquiry regarding 5th & 6th Avenue properties

Ms. Lewis,

Thank for you providing this information. I am copying the Clerk's office so that it can be included in our deliberations. Presuming I am successful in making necessary arrangements I would encourage you to attend a public hearing I am trying to schedule for December 2.

Regards,

Patrick Flynn

From: Bernie Lewis [bernie@comservrealty.com]
Sent: Monday, November 17, 2014 12:15 PM
To: Flynn, Patrick P.
Cc: cschutte@anchoragedowntown.org
Subject: RE: Inquiry regarding 5th & 6th Avenue properties

Dear Patrick,
I am writing to you as requested by Christopher Schutte regarding the renewal of the liquor license for the Platinum Jaxx location.
Some time ago, perhaps as early as 2012, we have had concerns with Platinum Jaxx. I do remember speaking with you, Anchorage Police Department, the ABC Board, and the Anchorage Downtown Partnership to address our concerns.

Late night, early morning activity at the location on 6th Avenue has brought nothing but complaints, vandalism, additional patrols, clean-up of the lot, and repair of broken windows, at great expense to the owner of the property, 5th & 6th, LLC.

We have been contacted by the owner of the small yellow house at the north end of our parking lot (between 921 and 943 W. Sixth Avenue) numerous times, again in the early morning hours, because of loud activity, fighting, and gun shots.

On behalf of ownership of the property, we are not anxious to see the bar in operation once again, their late hours, clientele, and unfortunate behavior has had a negative impact on the area.
Should you have further questions, please do not hesitate to contact me.
Thank you,
Bernie

Bernie Lewis, President,
ComServ Realty, Inc.
240 E. Tudor Rd., Suite 205
Anchorage, AK 99503
(907) 770-2545-T (907) 770-5645-F
bernie@comservrealty.com<mailto:bernie@comservrealty.com>
www.comservrealty.com

From: Christopher Schutte [mailto:cschutte@anchoragedowntown.org]
Sent: Friday, November 14, 2014 3:39 PM
To: Bernie Lewis
Cc: Charla Kewan
Subject: Re: Inquiry regarding 5th & 6th Avenue properties

Bernie,

It was good to speak with you. Feel free to send your objection via email to Patrick Flynn (please CC me) and include your list of concerns.

Patrick Flynn, Chair
Anchorage Assembly
632 W 6th Avenue, Suite 250
Anchorage, AK 99501

Email: flynnpp@muni.org<mailto:flynnpp@muni.org>

Best,

Chris

Christopher M. Schutte

Anchorage Downtown Partnership, Ltd.
Tel. (907) 279-5658
Fax (907) 279-5651

On Nov 14, 2014, at 3:24 PM, Bernie Lewis
<bernie@comservrealty.com<mailto:bernie@comservrealty.com>> wrote:

Good afternoon Chris,
My name is Bernie Lewis, I am the property manager for the 5h & 6th Avenue properties, and I appreciate hearing from you.
I am happy to phone you as well, but wanted to get my response to you in writing.

I have personally spoken to Patrick Flynn, the Anchorage Police Department, the ABC Board, and others regarding the unfortunate activity surrounding this establishment. We have had to pay extra money to our janitorial company to patrol the parking lot between Platinum Jaxx nightclub and our 6th Avenue building because of beer bottles, broken glass, and other debris. We have had numerous windows broken due to vandalism there. Additionally, we have been called many times by the owner of the small yellow house on the northside of the parking lot there with complaints of violence in the parking lot, fighting, and gun shots in the very early morning hours while the bar is still open.

These buildings have indeed been impacted negatively by the activity of the establishment, and we strongly object to the license transfer.
Please feel free to contact me should you have further questions.
Thank you,
Bernie Lewis

Bernie Lewis, President,
ComServ Realty, Inc.
240 E. Tudor Rd., Suite 205
Anchorage, AK 99503
(907) 770-2545-T (907) 770-5645-F
bernie@comservrealty.com<mailto:bernie@comservrealty.com>
www.comservrealty.com<http://www.comservrealty.com>

From: Charla Kewan [mailto:charla.kewan@aki-kodiak.com]
Sent: Friday, November 14, 2014 2:45 PM
To: Bernie Lewis; cschutte@anchoragedowntown.org<mailto:cschutte@anchoragedowntown.org>
Subject: RE: Inquiry regarding 5th & 6th Avenue properties

Chris,
Thank you for the email. I will forward to Bernie, manager of our properties.

Good afternoon Bernie,
Please see the email below.

Thank you,

Charla Kewan
Office Manager
Akhiok-Kaguyak, Inc.

From: Christopher Schutte [mailto:cschutte@anchoragedowntown.org]
Sent: Friday, November 14, 2014 12:53 PM
To: charla.kewan@aki-kodiak.com<mailto:charla.kewan@aki-kodiak.com>
Subject: Inquiry regarding 5th & 6th Avenue properties

Charla,

Good afternoon. My name is Chris Schutte and I am the executive director for Anchorage Downtown Partnership, Ltd. We are a private, not-for-profit organization charged with keeping downtown Anchorage clean, safe, and vital.

I am writing to you today about your buildings at 5th & 6th Avenues in downtown Anchorage.

Currently, the owner of the liquor licenses (1 beverage dispensary license and 2 duplicate licenses) for Platinum Jaxx is applying to the ABC Board and the Anchorage Assembly for a transfer of ownership. The new owner plans on reopening the nightclub under a new name.

Most of your neighbors along 6th Avenue and beyond object to the license transfer and re-opening of the nightclub. From noise, to litter, to vandalism, these business and property owners felt that the nightclub affected their peace, safety, and property values.

These neighbors have reached out to the downtown Assembly member Patrick Flynn to object to the license transfer. He, in turn, has asked us to reach out to other business and property owners in the area to ask about any objections they may have to the re-opening of the nightclub.

Were your buildings impacted by the Platinum Jaxx nightclub? Do you feel that they would be impacted if a nightclub is reopened in the same location? If so, Assembly member Patrick Flynn would like to hear from you.

Please feel free to contact me for additional information or assistance.

Chris
Christopher M. Schutte
E X E C U T I V E D I R E C T O R

Anchorage Downtown Partnership, Ltd.
333 West 4th Avenue, Suite 317
Anchorage, AK 99501

Tel. (907) 279-5658
Fax (907) 279-5651

RSD Properties, LLC

810 N Street, Suite 100
Anchorage, Alaska 99501
258-8800 phone/258-2001 fax

Robin O. Brena, Managing Member
Tamra J. Rupe, Building Manager
Email: trupe@rsd-properties.com

November 13, 2014

Patrick Flynn, Chair
Anchorage Assembly
632 W 6th Avenue, Suite 250
Anchorage, AK 99501

Dear Mr. Flynn,

I am the Building Manager for RSD Properties, LLC. RSD owns 921W. 6th avenue which is a professional office building immediately adjacent to Platinumm Jaxx.

RSD opposes the transfer of a liquor license to any new business that intends to continue to operate a night club at this location. Originally, the liquor license for this location was for LaMex restaurant and there were far fewer problems. Since it has become a night club, the neighborhood has significantly deteriorated.

RSD is deeply impacted when a night club is operated at that location. Every weekend there are vehicles parked illegally in our private lot, there is broken glass all over our yard and lot, our windows have been shot at and out, and there was a death by shooting in the street immediately in front of our building. Our building has been defaced with graffiti, and their customers vomit, urinate, and defecate on and around our building. We are constantly cleaning up after their customers.

Our tenants are quiet, respectful, professionals. They should not have to deal with this type of activity around their work place. We respectfully ask for your support in opposing the transfer of any liquor license which would permit the re-opening of a night club at this location.

Very truly yours,

RSD Properties, LLC

By Tamra Rupe

Tamra J. Rupe, Building Manager

November 13, 2014

To Patrick Flynn, Chair
Anchorage Assembly
632 W 6th Avenue, Suite 250
Anchorage, AK 99501

Dear Mr. Flynn,

This is in regards to the new proprietor of the Platinumm Jaxx building seeking a liquor license. My husband, Eric Ritner and I are very much against it. We own a building directly across the street at 920 West 6th Avenue. We have owned it since 2008, and have had a continual problem with the bar and its patrons ever since. Prior to our purchase, it had been vacant for several years before being put on the market, so I imagine that no complaints would have been lodged during that time.

From 2008 to November 2011, I operated a retail store at our small building across the street. Most Sundays or Mondays I would have to spend a few minutes cleaning up our yard, as there would almost always be beer bottles and cigarettes on the sidewalk and in our fenced yard, obviously from Platinumm Jaxx patrons who left them over the weekend. I found that disgusting and just plain rude.

Then there were the several very violent occasions involving gunfire. As we understand, one of them involved a male getting shot through the shoulder outside the bar door, and in another incident, a man was shot in the foot or ankle. But it reached its worst when a man was shot and killed on our side of the street, right on our own sidewalk in front of the house. There was a picture in the Anchorage Daily News of the firemen washing down the bloody sidewalk. We bought the 1917 original Anchorage cottage for its charm and allure. But this was no alluring incident. Can you imagine what my customers had to say after reading about this or seeing it on the evening news? Not so good for business. We have a tenant in the same building upstairs in the loft, and I assure you, she has had to endure the same type of questioning from her clients as to the safety of this once desirable downtown location. We are concerned it may become another violent story like the one that plagued Rumrunners, which eventually closed its doors.

I implore you to not approve the liquor license transfer from Platinumm Jaxx to LED bar or this new tenant. It is not good for local businesses, unsafe for area residents, and reflects badly on Anchorage as a whole.

Thank you for your time and consideration into this most important issue.

Warm regards,
Bridget Sanders and Eric Ritner

Heinz, Jamie L

From: Moser, Amanda K.
Sent: Monday, December 01, 2014 9:14 AM
To: Heinz, Jamie L
Subject: FW: AM 662-2014 - 668-2014

From: ZBDZBD@aol.com [mailto:ZBDZBD@aol.com]
Sent: Sunday, November 30, 2014 4:40 PM
To: sarah.oaters@alaska.org; Moser, Amanda K.; !MAS Assembly Members
Subject: AM 662-2014 - 668-2014

Regarding license # 4531, 4551, 4552 pertaining to the transfer of a liquor license from Platinum Jaxx- La Mex- Robert Alexander dba LED Ultra Lounge.

AM 662-2014 through 668-2014

To whom it may concern,

I object to the transfer of the liquor license to Robert Alexander dba LED Ultra Lounge. We went through 8 years of Hell with Platinum Jaxx. The nightclub brought gun and knife violence, drug dealers, property damage, fights, noise,urination, broken windows, littered alcohol containers, etc.

Robert Alexander has been operating the nightclub at 6th and I st. since August. During this time, I have witnessed almost all of the above problems. Robert Alexander uses the surrounding privately owned parking lots for himself, his employees, and his customers. These lots are posted.

The old La Mex building has no sound proofing. The music and especially the bass can be heard inside neighboring homes. The noise from the main parking lots can be heard and felt at all hours by downtown residents and even at the Captain Cook when it really gets going.

Mr. Alexander does not own or lease a parking lot for his customers, so no safety provisions can be mandated. In the main lot, used freely by his customers, there is no lighting, security guards, or cameras. There is no noise control. It is impossible to sleep in our homes. Due to all of the violent activities brought to this area by the nightclub, it is impossible to keep downtown residents safe in or around their homes. You cannot keep property safe. You cannot keep the bar's customers safe. Mark Mew has stated that there are not enough police.

There should never be another liquor license issued to a nightclub that does not have a parking lot for their customers. No parking lot = No enforceable safety restrictions.

Mr. Alexander has had 3 months to prove that his club would not bring the same problems as Platinum Jaxx. From what I have witnessed during that time, he has failed.

Downtown has more than its share of bars and nightclubs. We have all of the violence and mess that goes along with it. We do not need another nightclub.

Please do not approve this liquor license transfer.
Support downtown residents and the other property owners who have invested in downtown.

Thank you very much,
Sue Rieckmann
Downtown homeowner.

HOLY FAMILY CATHEDRAL

ARCHDIOCESE OF ANCHORAGE
811 West Sixth Avenue · Anchorage, Alaska 99501-2021 · (907) 276-3455 · FAX (907) 258-9785

26 November 2014

Mr. Patrick Flynn
Chairman of the Anchorage Assembly
632 West Sixth Avenue, Suite 250
Anchorage, Alaska 99501

Dear Mr. Flynn,

I am responding to the article which appeared in the Sunday Edition of The Alaska Dispatch News, 23 November 2014, Section B, front page: *New Tenant of Former Anchorage Nightclub Scrutinized.*

I do not consider myself a Puritan. I would be the last person to deprive folks of having a good time dining, drinking and dancing. Nonetheless, I, as well as the other three priests who live at Holy Family Cathedral Rectory, do not appreciate the excessive noise, which comes at closing time when Platinum Jaxx was in operation; and what will continue with the newly proposed LED Ultra Lounge and Tri-Grill Restaurant.

Some of the folks who patronize this business, illegally park in the Cathedral's two parking lots. In the wee hours of the morning, usually around 2:00 or 3:00 A.M., while returning to their cars, they are exceptionally loud. In addition, it is sometimes hard to discern from the screaming---shrieking---if some women are being abused or attacked; as well as other illegal activities taking place in our parking lots.

I ask you to seriously consider not to renew the liquor license in question.
I am

Sincerely yours,

fr. Anthony-M. Patalano, O.P.
Pastor

Patrick Flynn, Chair
Anchorage Assembly
632 West 6th Avenue
Anchorage, AK 99501

ANCHORAGE DOWNTOWN PARTNERSHIP, Ltd.
333 West 4th Avenue, Suite 317
Anchorage, AK 99501
Tel. 907-279-5650
Fax 907-279-5651

December 1, 2014

Assembly Chair Flynn,

Anchorage Downtown Partnership, Ltd. (ADP) is an organization dedicated to a Clean, Safe, and Vital downtown. **We write to you today in opposition to a Transfer of Ownership for a Beverage Dispensary Liquor License and/or Duplicate Beverage Dispensary Liquor Licenses to Tri-Grill.**

Over the past several years, our member business and property owners have dealt with a myriad of negative impacts from the downtown nightclub known as Platinum Jaxx. Upon learning about the transfer of the Platinum Jaxx liquor licenses to Tri-Grill, neighboring business and property owners began writing to us objecting to the proposed transfer and opening of a new nightclub in that location based on their past experiences, including:

- **Hotel Captain Cook & Voyager Hotel** (*located behind Platinum Jaxx*)
- **Akhiok-Kaguyak, Inc.** (*owner of buildings behind & on the opposite corner*)
- **RSD Properties** / Robin Brenna (*owner of the building next door*)
- **Real Estate Solutions** / Eric Ritner (*owner of a building across the street*)
- **Mark & Mary Kulstad** (*owner of another building across the street*)
- **Sue Reichmann** (*lives across the street*)

Furthermore, we recently learned that the Alcoholic Beverage Control Board (ABC) investigated FuSions Bar & Grill (co-owned by Robert Alexander according to state business license records) and charged them with a misdemeanor violation of state liquor laws for advertising free drinks in violation of state liquor laws. **On October 8, 2014, the ABC Board voted to suspend the FuSions liquor license for three months and impose a $10,000 fine.**

This violation does not speak well for the management and operations of FuSions Bar & Grill, nor does it inspire confidence in the same business owner operating a much larger establishment like Platinum Jaxx. And given the neighborhood's experience under the previous operator(s), confidence in a new operator is paramount. **Therefore, Anchorage Downtown Partnership, Ltd. respectfully requests that the Anchorage Assembly protest the Transfer of Ownership for a Beverage Dispensary and Duplicate Liquor Licenses to Tri-Grill.**

This is not a request that ADP makes lightly; we are an organization dedicated to promoting and supporting economic development in downtown Anchorage. However, the volume of concerns from surrounding business and property owners related to this license transfer and the recent ABC violation have compelled our organization to act.

Sincerely,

Daniel Mitchell
President
Anchorage Downtown Partnership, Ltd.

Christopher M. Schutte
Executive Director
Anchorage Downtown Partnership, Ltd.

CC: Anchorage Assembly
Mayor Dan Sullivan
Paul Nangle, Downtown Community Council
Alcoholic Beverage Control Board

Hickel Investment Company
939 WEST 5TH AVENUE
ANCHORAGE, ALASKA 99501

EXECUTIVE OFFICES
PHONE (907) 343-2400
FAX (907) 343-2211
hickelinvestment@gci.net

December 2, 2014

Patrick Flynn, Chairman
Anchorage Assembly
632 West Sixth Avenue, Suite 250
Anchorage, AK 99501

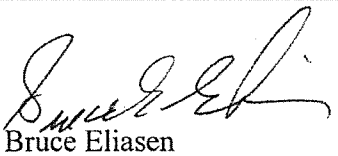
Dear Mr. Flynn:

Hickel Investment Company owns and operates the Hotel Captain Cook and the Voyager Inn. This letter expresses our deepest concern and opposition to the liquor license transfer from Platinum Jaxx, Inc. to La Mexicana, Inc. and the subsequent transfer to Robert Alexander, a sole proprietor, who plans to operate the building as a night club and bar.

The Platinum Jaxx building is located only one block away from our two hotels that are occupied by thousands of visitors annually. Not only is the location surrounded by professional office buildings, but it is located within a few blocks of residential condominiums and homes. Platinum Jaxx was a noisy, rowdy nightclub whose patrons would spill out into the streets and were highly disruptive.

We support a restaurant operation, even one with a liquor license. We do not support the operation of a nightclub or bar of the caliber of Platinum Jaxx.

Respectfully,



Bruce Eliasen
CFO, Secretary / Treasurer

ROBERT ALEXANDER

2234 Stockdale Circle
ANCHORAGE, ALASKA 99515
Telephone: (907) 229-2053

December 18, 2014

Anchorage Assembly Members

Re: Liquor License Transfer

Dear Assembly Members:

I am writing this letter to address my concerns regarding the length of time the transfer has been postponed.

I do have to start with the fact that I was very surprised there was a protest of the transfer. I did not learn of these concerns until the very last minute, right before the November 18th Assembly meeting. I had been advertising for months and no one had brought any of their concerns to me prior to that time. Which includes several meetings I had with the Downtown Partnership, which at first supported my new venture and then changed their minds after learning that there were a couple other people protesting.

As you know the transfer was then postponed from November 18th to December 2nd. I strongly feel that if I were to have been given any conditions on the premises, it is then that they should have been laid out before me. To this day, I have still not have received any conditions, nor has any of Assembly Members.

It really concerns me that we are having to postpone it again until January 27th. I will be out of town at that time and will return February 3rd. Open or not, the expenses for the building is approximately $1,000 per day. Not being able to open this whole time awaiting the transfer has really been a loss of income, not only for myself, as the business owner, but for the many employees that are waiting to go to work there, as well.

EXHIBIT I

I feel I should be given the benefit of the doubt and given the chance to prove that I am a responsible business owner. I am respectfully requesting you give me the opportunity to operate as a new business and prove myself as a responsible operator to include responding to any issues brought to me by the Assembly Members and neighbors. Should there be any unresolved matters between myself, the Assembly or neighbors, we can most certainly address those matters at the time of the Liquor License Renewal at the end of 2015, renewal paper work to go in November 2015.

At this time, I would like the protest to be lifted and we move forward with transfer from LaMexicana, Inc to myself, Robert Alexander.

I am attaching a copy of a brief business plan, as well as the menus for both businesses.

I am immediately available to discuss this matter in more detail with you.

Sincerely,

Robert Alexander

Attachments
Business Plan
LED Menu
Tri-Grill Menu

Business Plan for:
Tri-Grill Downtown & L.E.D Ultra Lounge

Tri-Grill Downtown which is located on the East side of the building, approximately 6,300 sq. ft.

During the weekdays Tri-Grill Downtown will serve lunch and dinner from 11 AM until 11 PM.

During the weekends Tri-Grill Downtown will serve lunch and dinner from 11 AM until 3 AM (may not open on Sundays)

Tri-Grill will occasionally have live music for the enjoyment of its diners. Three days out of the week (Friday through Sunday) we will cater to Latin dancing.

L.E.D. Ultra Lounge which is located on the West side of the building, approximately 6,300 sq. ft.

During the weekdays L.E.D. will serve dinner from 4 PM until 1:30 AM daily. L.E.D Ultra Lounge will close at approximately 2:30 - 3 AM.

L.E.D Ultra Lounge will have a DJ for the entertainment of its diners.

Security:
For security purposes the establish is under 24 hour surveillance with approximately 40 cameras which covers both inside and outside of the building. Up to 15 security personnel will be on duty for the weekends, depending on the amount of people in the building. Security personnel will all have the TAPS card and trained to operate the Idetect ID scanner which tracks the information of the patrons to include their picture (which assists the security with problematic patrons) There will be two security guards roaming the exterior of the building throughout the night on the weekends.

TRI-GRILL

Tri-Grill Downtown
901 W. 6th Ave

Appetizers
Mozzarella Sticks	$5.95
Jalapeno Poppers	$5.95
Garlic Cheese Bread	$4.95
Beer Battered Onion Rings	$4.95
French Fries	$3.50

Pizzas
Toppings
Add $1.50ea for 14" Add $2.00ea for 18"

Pepperoni, Sausage, Ham, Chicken, Burger Mushroom, Onion, Tomato, Jalapeno, Green Pepper, Red Pepper, Black Olives, Kalamatta Olive, Pineapple and Cheeses: Mozzarella, Cheddar, Blue, Feta

Cheese	14"-$10.95	18"-$16.95
Pepperoni	14"-$12.50	18"-$18.50
Combination	14"-$13.95	18"-$19.95
Pepperoni, Sausage, Mushroom, Black Olive		
Chicken Bacon Ranch	14"-$13.95	18"-$19.95
Chicken, Bacon, Tomato, Ranch		
Greek Pizza	14"-$13.95	18"-$19.95
Butter crust, Kalamatta Olives, Onion, Feta, Mozzarella, Oregano, and Tomato		
BBQ Brisket	14"-$15.95	18"-$22.95
Barbeque Sauce, Tender Brisket, Fried Onions, Mozzarella, Cheddar and Parmesan on Garlic Crust		

***Available in Spicy or Smokey Barbeque**

Appetizers
Honey Walnut Prawns	$8.95
Egg roll (4 rolls)	$5.95
Beef Steak on a Stick (4)	$6.95
Pot Sticker (8)	$7.95
BBQ Pork	$7.95
Steam Dumpling (8)	$7.95
Crab Cheese Wonton (8)	$7.95
Fried Prawns (8)	$8.95
Fried Rice (Pork, Chicken or Beef	$8.95
Fried Rice (Shrimp)	$9.95
Fried Rice (Combination)	$11.95

Soup
Wonton Soup	$7.95
Egg Flower Soup	$7.95
Hot & Sour Soup	$7.95
Pork Noodle Soup	$9.95
Chicken Noodle Soup	$8.95
Beef Noodle Soup	$9.95
Spicy Seafood Soup	$13.95

Lunch Special
11:00 am to 2:30 pm
With Fried or Steamed Rice & Egg Roll

Mongolian Beef or Chicken	$9.95
Broccoli Beef or Chicken	$9.95
Vegetable Beef or Chicken	$9.95
Sweet & Sour Pork or Chicken	$9.95
Almond Chicken	$9.95
* Kung Pao Chicken	$9.95
Sesame Chicken	$9.95
Orange or Lemon Chicken	$9.95
Chicken or Beef Chow Mein	$9.95
* Spicy Shrimp with Vegetables	$9.95
Sweet & Sour Shrimp	$9.95
Shrimp with Lobster Sauce	$9.95
Chicken or Beef Teriyaki	$9.95
Vegetable Deluxe	$9.95

Appetizers
Fried Green Tomatoes (seasonal)	$6.95
Fried Dill Pickles	$5.50
Spicy Honey BBQ Wings (10)	$9.50
Buffalo of Fried Wings (10)	$9.50
Fried Okra	$6.50
Chicken Strips	$7.95

Entreés
Carmaro's Chicken & Dumplings	$12.95
Grandma Jo's Fried Chicken	$11.95
with Gravy & Biscuit	
Ayana's Cat Fish Po'boy	$12.95
With Spicy Cole Slaw or Beer Battered Onion Rings	

Italian

Salads
Side Salad	$4.95
Garden Salad	$7.95
Caesar Salad	$7.95
Greek Salad	$9.95
***Add Grilled Chicken Breast to any Salad**	**$3.50**

From the Grill
All our burgers are severed with Lettuce, Tomato, Pickles and Onions with a side of French Fries

Hamburgers	$8.95
Cheese Burger	$9.50
Bacon Cheese Burger	$9.95
Mushroom & Bacon Cheese Burger	$10.95
Blue Cheese & Bacon Burgers	$10.95
California Cheese Burger	$11.95
w/ Avocado & Swiss	
Philly Cheese steak	$13.95
Philly Steak Grilled With Onions, Mushrooms, American and Provolone Cheese	
Italian Sausage Hero	$13.95
Mild Italian Sausage, Grilled With Multi-Color Peppers and Onions	
Chicken Parmesan Sub	$13.95
Homemade breaded chicken cutlet, meat sauce melted mozzarella on a fresh toasted baguette	
Meatball Parmesan Sub	$13.95
Homemade Meatballs, Meat Sauce, Melted Mozzarella on a Fresh Toasted Baguette	
French Dip	$13.95
Homemade Roast Beef, Melted Swiss on a Fresh Toasted Baguette served w/ Au Jus	
***Substitute Beer Battered Onion Rings**	**$2.00**

Chinese

Lo Mein
Vegetable	$11.95
Chicken	$11.95
Pork	$11.95
Beef	$11.95
Shrimp	$12.95
Combination Lo Mein	$12.95

Vegetable
Vegetable with Tofu	$10.95
Broccoli with Oyster Sauce	$10.95
* Hot Been Curd	$10.95
Tri Grill Vegetable Deluxe	$11.95

Chicken
Sweet & Sour Chicken	$12.95
Almond Chicken	$12.95
Cashew Chicken	$12.95
Sesame Chicken or General	$12.95
Vegetable Chicken	$12.95
Garlic Chicken	$12.95
* Kung Pao Chicken	$12.95
Orange or Lemon Chicken	$12.95
Chicken with Broccoli	$12.95
* Curry Chicken	$12.95

***HOT & SPICY DISH**

Southern

Cat Fish	$12.95
Served with Spicy Cole Slaw & French Fries	
Caesars's Cajun Shrimp & Fries	$12.50
Robert's Famous Red Hot Fried Ribs	$14.95
(1/2 rack) served with Spicy Cole Slaw & French Fries	
Nia's Deep Fried Whole Cornish Game Hen	$13.50
Served with Spicy Cole Slaw & French Fries	
Cornish Game Hens soaked in our house brine then fried to a golden crisp and brushed with an herb butter sauce	
Jeff's Brisket Sandwich	$13.50
Topped with Cole Slaw, served with French Fries	
Pulled Pork Sandwich	$13.50
Topped with Crispy Onion, served with French Fries	

Tri-Grill Southside
1041 E. 76th

Entreés
Halibut Olympia	$18.95
Fresh Halibut Fillet baked in a Creamy Dill sauce, laid on a bed of Crispy Onions.	
Shrimp Scampi	$18.95
Tiger Shrimp Sautéed in a Traditional Butter White Wine sauce.	
Chicken Marsala	$18.95
Chicken Breast, Sautéed in Marsala Wine sauce with Mushroom.	
Chicken Parmesan Al La' Forno	$16.95
Breaded Chicken Cutlet, Smothered in Homemade Meat sauce, Topped with Mozzarella and Parmesan, then Baked for the finish taste	
Halibut & Shrimp Basket	$13.95
Deep Fried Halibut & Fantail Shrimp served with Our Unique Spicy Cole Slaw	
Baked Ziti Al La' Forno	$13.95
Ziti noodles tossed in our House Meat Sauce, loaded with Ricotta Cheese, covered with Mozzarella Parmesan, then baked	
Fettuccini Alfredo	$14.95
...with Chicken	$17.95
Fettuccini Noodles Cooked tender then tossed in cream and butter, with Fresh Parmesan	
Chicken Francese	$18.95
Tender Chicken Breast, sautéed in White Wine and Lemon sauce	
Spaghetti	$14.95
Made with our delicious House Meat Sauce with House Meat Balls or with House Sausages	

Children's Menu
Fish & Chips	$ 7.95
Chicken Strips w/ Fries	$ 7.95
Grilled Cheese w/ Fries	$ 6.95

Beef
Mongolian Beef	$13.95
Beef with Vegetable	$13.95
Beef Orange Broccoli	$13.95

Seafood
Sweet & Sour Shrimp	$14.95
Shrimp with Lobster Sauce	$14.95
Shrimp with Broccoli	$14.95
* Kung Pao Shrimp	$14.95
Shrimp with Vegetables	$14.95
Garlic Shrimp	$14.95
* Curry Shrimp	$14.95

Pork
Sweet & Sour Pork	$13.95
* Spicy Pork with Vegetable	$13.95
* Twice Cooked Pork	$13.95
Spicy Pork with Garlic Sauce	$13.95
Pork with Vegetables	$13.95
Hot Pepper Pork	$13.95
Mushroom Pork	$13.95

Combination Dinner
Served w/ Egg Roll, Fried Rice, Sweet-n-Sour Pork or Chicken

Sesame Chicken	$13.95
Almond Chicken	$13.95
* Kung Pao Chicken	$13.95
Chicken Lo Mein	$13.95
* Spicy Beef	$13.95
Mongolian Beef	$13.95
Broccoli Beef	$13.95
* Spicy Shrimp	$13.95
Shrimp Vegetable	$13.95
Shrimp w/Lobster Sauce	$13.95

Sides
Pop's Spicy Cole Slaw	$4.95
Collard Greens	$6.95
Biscuit & Gravy	$5.95
Candied Yam's	$5.95
Southern Black Eyed Peas	$5.95
Johnny's Favorite Macaroni & Cheese	$6.95
Baked Beans	$4.95
Corn Bread	$2.50

Desserts
Zeppollie	$4.95
Ice Cream	

Party of 6 or more 18% gratuity

L.E.D
ULTRA LOUNGE & GRILL

Italian

Appetizers

Mozzarella Sticks	$5.95
Jalapeno Poppers	$5.95
Garlic Cheese Bread	$4.95
Beer Battered Onion Rings	$4.95
French Fries	$3.50

Pizzas

Toppings

Add $1.50ea for 14" Add $2.00ea for 18"

Pepperoni, Sausage, Ham, Chicken, Burger Mushroom, Onion, Tomato, Jalapeno, Green Pepper, Red Pepper, Black Olives, Kalamatta Olive, Pineapple and Cheeses: Mozzarella, Cheddar, Blue, Feta

Cheese	14"-$10.95	18"-$16.95
Pepperoni	14"-$12.50	18"-$18.50
Combination	14"-$13.95	18"-$19.95
Pepperoni, Sausage, Mushroom, Black Olive		
Chicken Bacon Ranch	14"-$13.95	18"-$19.95
Chicken, Bacon, Tomato, Ranch		
Greek Pizza	14"-$13.95	18"-$19.95
Butter crust, Kalamatta Olives, Onion, Feta, Mozzarella, Oregano, and Tomato		
BBQ Brisket	14"-$15.95	18"-$22.95
Barbeque Sauce, Tender Brisket, Fried Onions, Mozzarella, Cheddar and Parmesan on Garlic Crust		

***Available in Spicy or Smokey Barbeque**

Salads

Side Salad	$4.95
Garden Salad	$7.95
Caesar Salad	$7.95
Greek Salad	$9.95
***Add Grilled Chicken Breast to any Salad**	**$3.50**

From the Grill

All our burgers are severed with Lettuce, Tomato, Pickles and Onions with a side of French Fries

Hamburgers	$8.95
Cheese Burger	$9.50
Bacon Cheese Burger	$9.95
Mushroom & Bacon Cheese Burger	$10.95
Blue Cheese & Bacon Burgers	$10.95
California Cheese Burger w/ Avocado & Swiss	$11.95
Philly Cheese steak Philly Steak Grilled With Onions, Mushrooms, American and Provolone Cheese	$13.95
Italian Sausage Hero Mild Italian Sausage, Grilled With Multi-Color Peppers and Onions	$13.95
Chicken Parmesan Sub Homemade breaded chicken cutlet, meat sauce melted mozzarella on a fresh toasted baguette	$13.95
Meatball Parmesan Sub Homemade Meatballs, Meat Sauce, Melted Mozzarella on a Fresh Toasted Baguette	$13.95
French Dip Homemade Roast Beef, Melted Swiss on a Fresh Toasted Baguette served w/ Au Jus	$13.95
***Substitute Beer Battered Onion Rings**	**$2.00**

Entreés

Halibut Olympia Fresh Halibut Fillet baked in a Creamy Dill sauce, laid on a bed of Crispy Onions.	$18.95
Shrimp Scampi Tiger Shrimp Sautéed in a Traditional Butter White Wine sauce.	$18.95
Chicken Marsala Chicken Breast, Sautéed in Marsala Wine sauce with Mushroom.	$18.95
Chicken Parmesan Al La' Forno Breaded Chicken Cutlet, Smothered in Homemade Meat sauce, Topped with Mozzarella and Parmesan, then Baked for the finish taste	$16.95
Halibut & Shrimp Basket Deep Fried Halibut & Fantail Shrimp served with Our Unique Spicy Cole Slaw	$13.95
Baked Ziti Al La' Forno Ziti noodles tossed in our House Meat Sauce, loaded with Ricotta Cheese, covered with Mozzarella Parmesan, then baked	$13.95
Fettuccini Alfredo	$14.95
...with Chicken Fettuccini Noodles Cooked tender then tossed in cream and butter, with Fresh Parmesan	$17.95
Chicken Francese Tender Chicken Breast, sautéed in White Wine and Lemon sauce	$18.95
Spaghetti Made with our delicious House Meat Sauce with House Meat Balls or with House Sausages	$14.95

Children's Menu

Fish & Chips	$ 7.95
Chicken Strips w/ Fries	$ 7.95
Grilled Cheese w/ Fries	$ 6.95

Southern

Appetizers

Fried Green Tomatoes (seasonal)	$6.95
Fried Dill Pickles	$5.50
Spicy Honey BBQ Wings (10)	$9.50
Buffalo of Fried Wings (10)	$9.50
Fried Okra	$6.50
Chicken Strips	$7.95

Entreés

Carmaro's Chicken & Dumplings	$12.95
Grandma Jo's Fried Chicken with Gravy & Biscuit	$11.95
Ayana's Cat Fish Po'boy With Spicy Cole Slaw or Beer Battered Onion Rings	$12.95
Cat Fish Served with Spicy Cole Slaw & French Fries	$12.95
Caesars's Cajun Shrimp & Fries	$12.50
Robert's Famous Red Hot Fried Ribs (1/2 rack) served with Spicy Cole Slaw & French Fries	$14.95
Nia's Deep Fried Whole Cornish Game Hen Served with Spicy Cole Slaw & French Fries Cornish Game Hens soaked in our house brine then fried to a golden crisp and brushed with an herb butter sauce	$13.50
Jeff's Brisket Sandwich Topped with Cole Slaw, served with French Fries	$13.50
Pulled Pork Sandwich Topped with Crispy Onion, served with French Fries	$13.50

Sides

Pop's Spicy Cole Slaw	$4.95
Collard Greens	$6.95
Biscuit & Gravy	$5.95
Candied Yam's	$5.95
Southern Black Eyed Peas	$5.95
Johnny's Favorite Macaroni & Cheese	$6.95
Baked Beans	$4.95
Corn Bread	$2.50

Desserts

Zeppollie Ice Cream	$4.95

Party of 6 or more 18% gratuity

Heinz, Jamie L

To: Moser, Amanda K.
Subject: RE: Requested Data

From: Mew, Mark
Sent: Monday, January 05, 2015 3:40 PM
To: Moser, Amanda K.; Ennis, Deitra L.; Tucker, Julia
Cc: Vakalis, George J.
Subject: Requested Data

Attached is the data requested by the Assembly. Most of it is self explanatory. However, there are a few things I should point out.

- For the before-and-after comparisons, we are using 7-14-14 as the dividing line. Calls prior to that date are attributed to Platinum Jaxx; calls after that are attributed to LED Ultra. We looked at the same number of months before and after. However, Jaxx operated full time while Ultra operated only intermittently, so we still don't have apples-to-apples.

- Regarding Fusions, we used 6/25/13 as the commencement date for our Calls for Service count. That is the date when we believe Mr. Alexander began his association with that business.

- Ppt. slide 4 is a crime density display for downtown for the entire ten month study period (mid February '14 though mid December '14)

- Ppt. slide 5 is a change map, comparing the first five months of the study period to the second five months of the study period. The areas that got worse after LED Ultra moved in are represented by warm colors. The areas that got better after LED Ultra moved in are represented by cool colors.

- The "target" icon in slides 4 & 5 is the Platinum Jaxx/LED Ultra location.

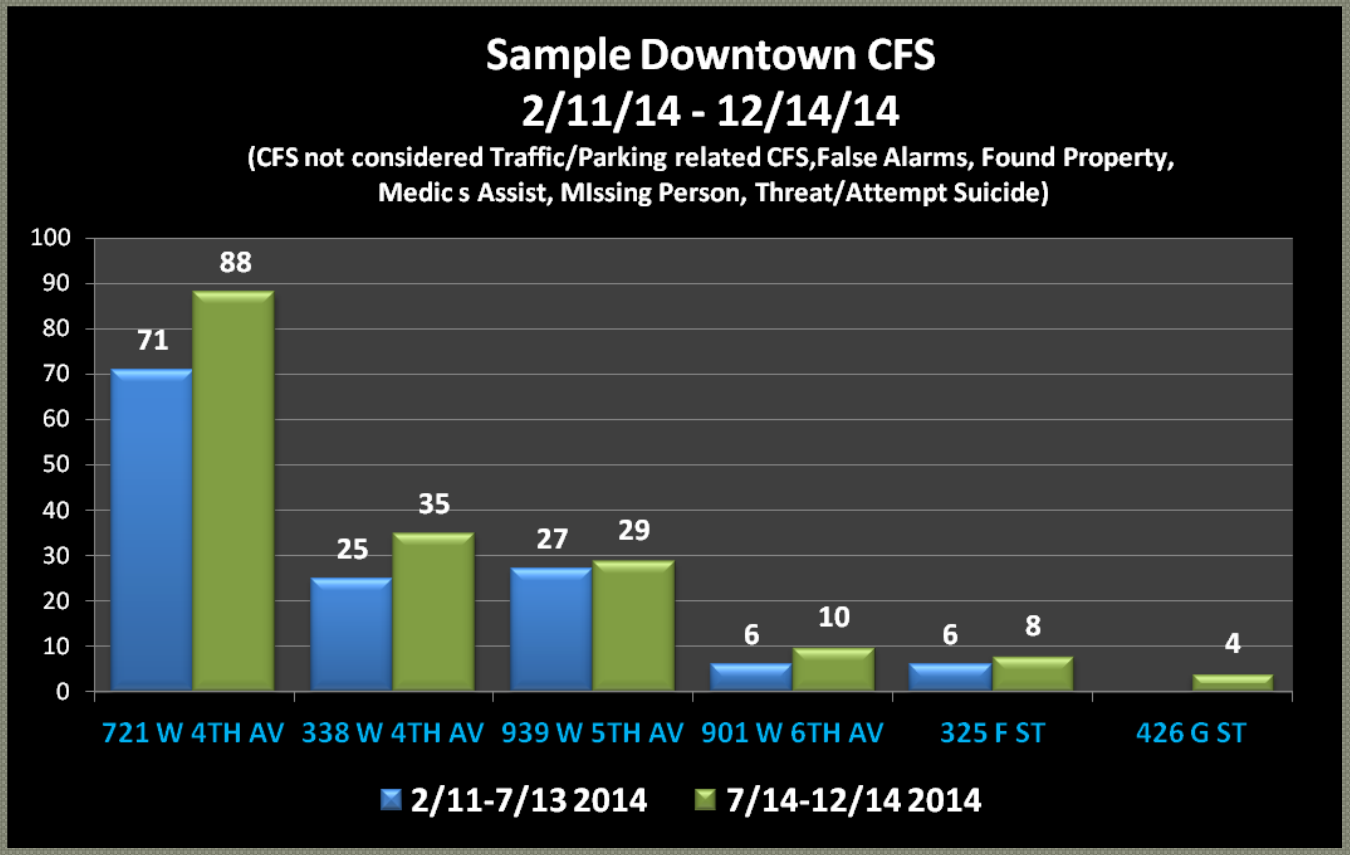
There may be additional questions about the meaning of these charts and tables. There also may be questions about what can be inferred by them and what cannot. I will be happy to assist in this regard.

Thanks.

Mark

EXHIBIT J

Downtown CFS
2/11/14 – 12/14/14



721 W 4th Ave:
Gaslight Lounge

338 W 4th Ave:
Avenue Bar

939 W 5th Ave:
Fletchers

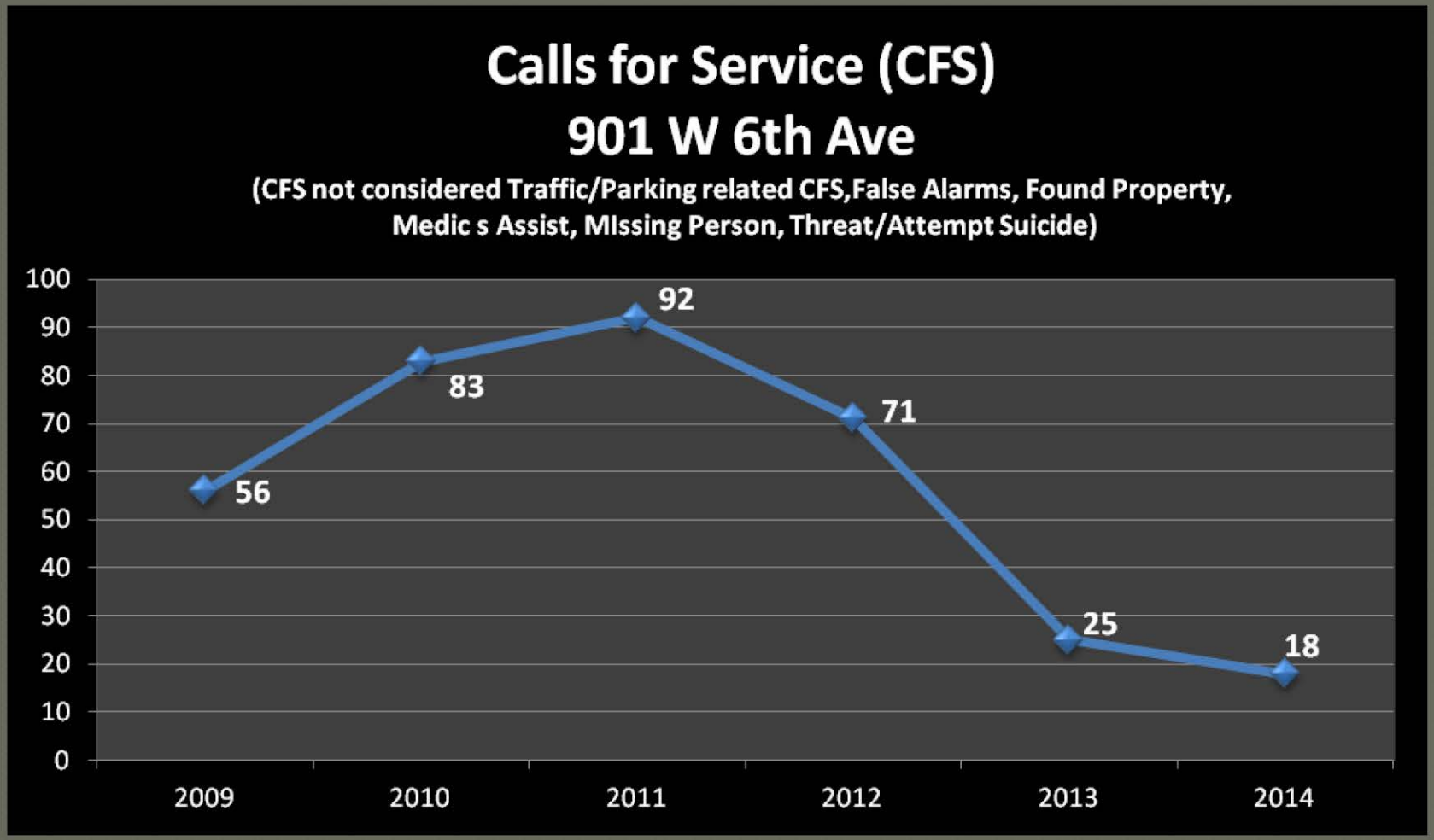
901 W 6th Ave:
Platinum Jaxx / Unoccupied

325 F St:
F Street Station

426 G St:
Darwin's Theory

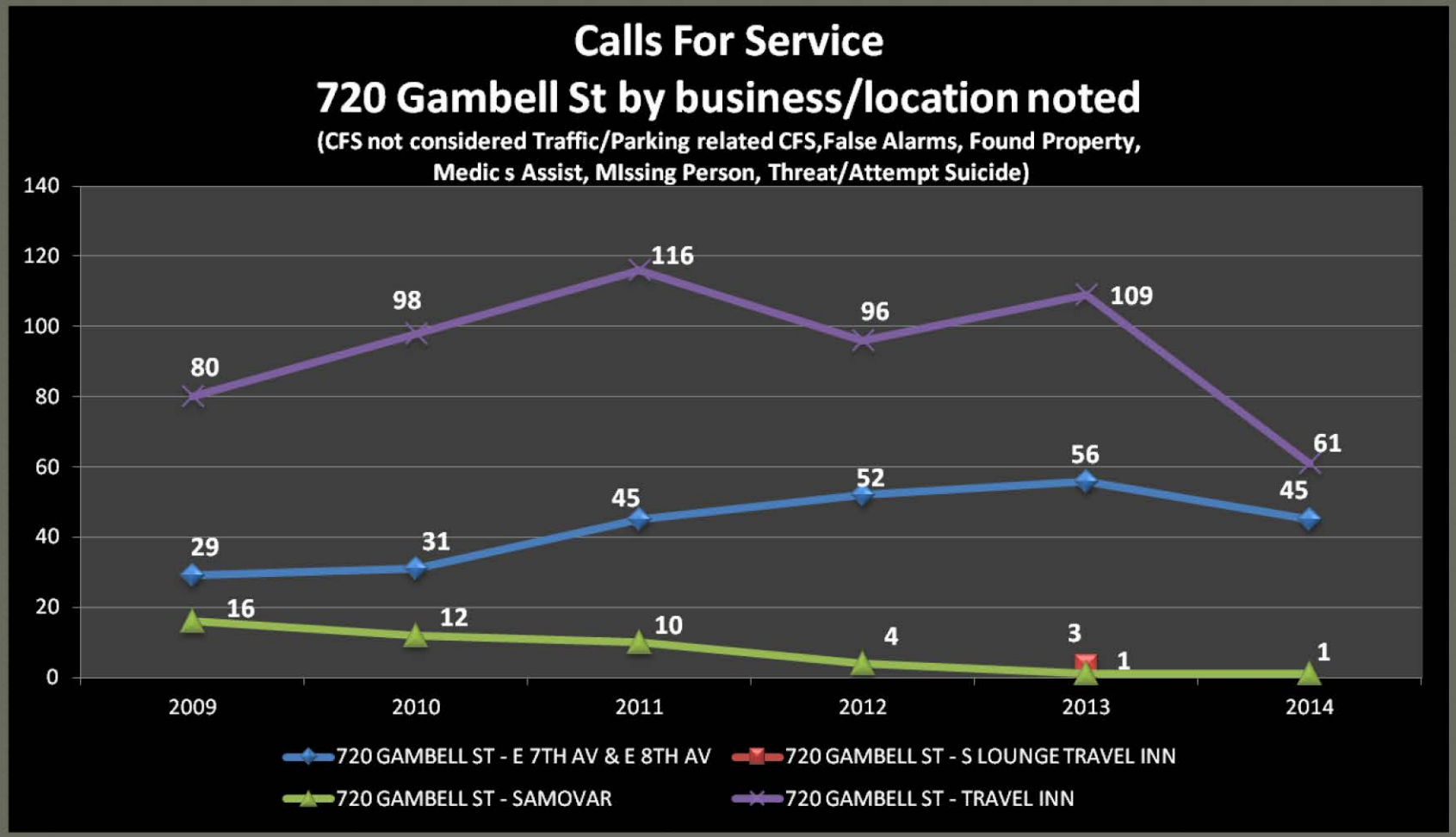
Downtown CFS
2009 – 2014

(Reviewed 11 February – 14 December each year)

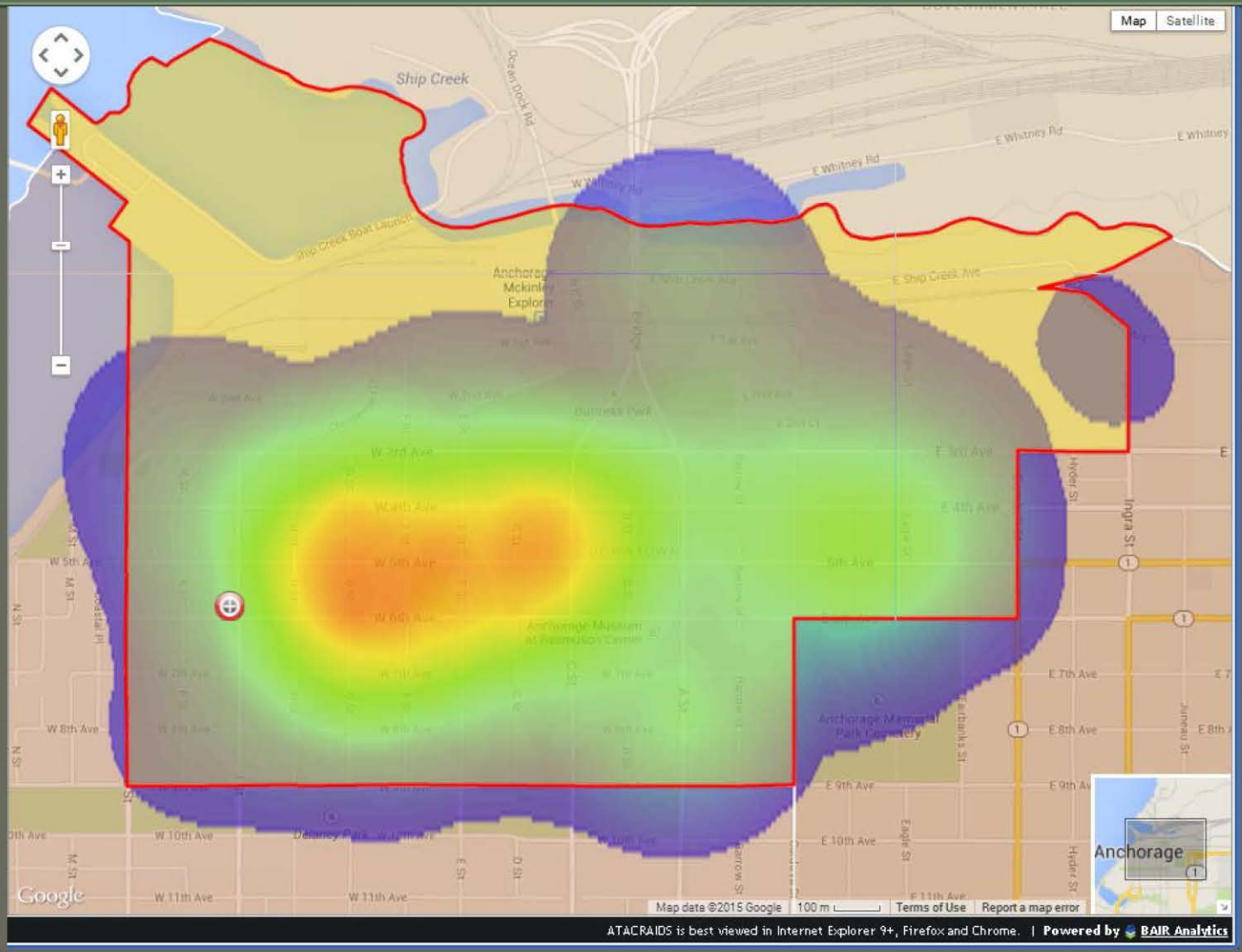


Downtown CFS
2009 – 2014

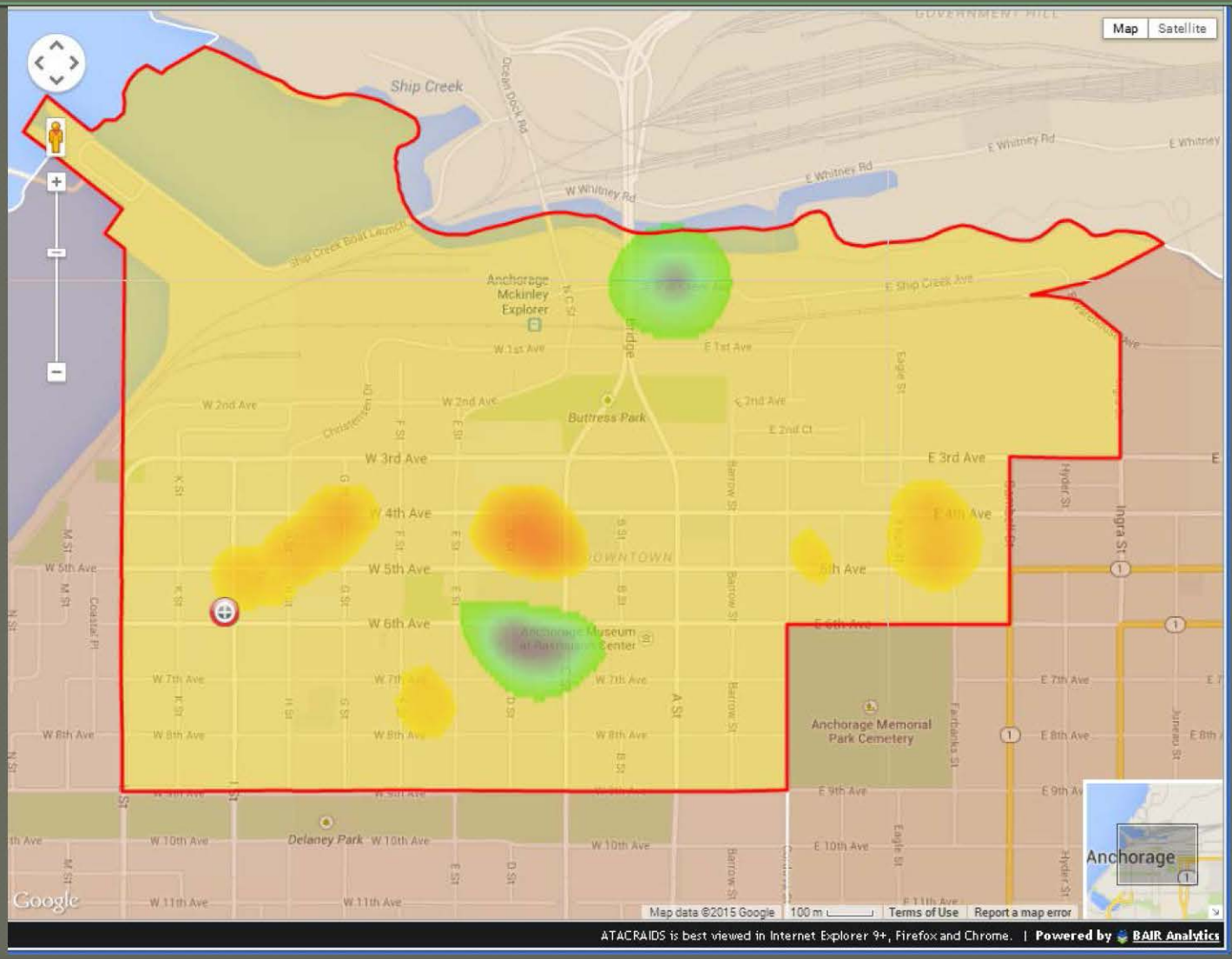
(Reviewed 11 February – 14 December each year)



Downtown Incidents 2/11/14 – 12/14/14



Downtown Incidents 2/11/14 – 12/14/14



Calls For Service

901 W 6th Ave: 7/14/14 – 12/31/14

Call No	Report No	Call Type	Original Call	Received Date	Received Time	Location	Disposition
142210022		Welfare Check	Welfare Check	09-Aug-14	12:46:23 AM	901 W 6TH AV	Cleared/Problem Resolved
142280095		Welfare Check	Welfare Check	16-Aug-14	2:04:20 AM	901 W 6TH AV	Cleared/Problem Resolved
142410768		Follow-Up	Follow-Up	29-Aug-14	9:14:18 PM	901 W 6TH AV	Cleared/Problem Resolved
142440040		Disturbance	Disturbance	01-Sep-14	1:10:52 AM	901 W 6TH AV	Cleared/Problem Resolved
142570073		Drunk Transport	Drunk Problem	14-Sep-14	2:30:23 AM	901 W 6TH AV	Cleared/Problem Resolved
142640084	140039272	Disorderly Conduct	Disorderly Conduct	21-Sep-14	2:34:31 AM	901 W 6TH AV	Report to Follow
142920105		Assault	Assault	19-Oct-14	4:15:14 AM	901 W 6TH AV	Cleared/Problem Resolved
142960064		Officer Hailed	Officer Hailed	23-Oct-14	2:22:07 AM	901 W 6TH AV	Cleared/Problem Resolved
143130106	140046510	Misconduct Involving Weapon	Misconduct Involving Weapon	09-Nov-14	3:14:19 AM	901 W 6TH AV	Report to Follow
143330081		Disturbance	Disturbance	29-Nov-14	2:14:46 AM	901 W 6TH AV	Cleared/Problem Resolved

Call_No	Report_No	Call_Type	Original_Call	Cross_St	Name	Received_Date	Received_Time	Location	Apartment	Disposition
131770017		Werlfare Check	Werlfare Check	TRAVEL INN		6/26/2013	12:22:04 AM	720 GAMBELL ST		Cleared/Problem Resolved
131800344	130028020	Disturbance	Disturbance	TRAVEL INN		6/29/2013	10:53:04 AM	720 GAMBELL ST		Report to Follow
131810361		Disturbance	Disturbance	E 7TH AV & E 8TH AV		6/30/2013	12:38:08 PM	720 GAMBELL ST		Cleared/Problem Resolved
131810653	130028232	Disturbance with Weapon	Disturbance with Weapon	TRAVEL INN		6/30/2013	9:35:37 PM	720 GAMBELL ST		Report to Follow
131870534		Disturbance	Disturbance	E 7TH AV & E 8TH AV		7/6/2013	3:39:31 PM	720 GAMBELL ST		Gone on Arrival
131880109		Suspicious Circumstances	Suspicious Circumstances	E 7TH AV & E 8TH AV		7/7/2013	2:09:13 AM	720 GAMBELL ST		Cleared/Problem Resolved
131890423		Disturbance	Disturbance	TRAVEL INN		7/8/2013	2:57:30 PM	720 GAMBELL ST		Gone on Arrival
131900254				E 7TH AV & E 8TH AV		7/9/2013	9:43:07 AM	720 GAMBELL ST		Cleared/Problem Resolved
131950156		Disturbance	Disturbance	TRAVEL INN		7/14/2013	4:32:50 AM	720 GAMBELL ST		Cleared/Problem Resolved
131960031		Civil Problem	Civil Problem	TRAVEL INN		7/15/2013	1:11:25 AM	720 GAMBELL ST		Cleared/Problem Resolved
132000199		Civil Problem	Civil Problem	TRAVEL INN		7/19/2013	8:15:59 AM	720 GAMBELL ST		Cleared/Problem Resolved
132030079	130031641	Assault	Assault	S LOUNGE TRAVEL INN		7/22/2013	2:35:36 AM	720 GAMBELL ST		Report to Follow
132030450		Civil Problem	Civil Problem	TRAVEL INN		7/22/2013	3:15:44 PM	720 GAMBELL ST		Cleared/Problem Resolved
132040521				E 7TH AV & E 8TH AV		7/23/2013	4:19:46 PM	720 GAMBELL ST		Cleared/Problem Resolved
132070466		Child Abuse	Child Abuse	E 7TH AV & E 8TH AV		7/26/2013	3:37:01 PM	720 GAMBELL ST		Cleared/Problem Resolved
132120185		Follow-Up	Follow-Up	TRAVEL INN		7/31/2013	8:19:13 AM	720 GAMBELL ST		Cleared/Problem Resolved
132120187		Follow-Up	Follow-Up	TRAVEL INN		7/31/2013	8:20:56 AM	720 GAMBELL ST		Cleared/Problem Resolved
132130073		Suspicious Circumstances	Suspicious Circumstances	E 7TH AV & E 8TH AV		8/1/2013	2:05:08 AM	720 GAMBELL ST		Cleared/Problem Resolved
132150300	130033660	Disturbance	Disturbance	E 7TH AV & E 8TH AV		8/3/2013	10:47:18 AM	720 GAMBELL ST		Report to Follow
132180342		Civil Problem	Civil Problem Disturbance	TRAVEL INN		8/6/2013	1:00:09 PM	720 GAMBELL ST		Gone on Arrival
132190472		Disturbance	Trespass	TRAVEL INN		8/7/2013	5:51:07 PM	720 GAMBELL ST		Cleared/Problem Resolved
132210562		Trespass	Disturbance Disturbance	TRAVEL INN		8/9/2013	7:14:22 PM	720 GAMBELL ST		Cleared/Problem Resolved
132220287	130034731	Disturbance	Disturbance	TRAVEL INN		8/10/2013	10:50:44 AM	720 GAMBELL ST		Report to Follow
132220670	130034824	Warrant Service	Suspicious Circumstances	TRAVEL INN		8/10/2013	11:50:50 PM	720 GAMBELL ST		Report to Follow
132230401		Disturbance	Field Interview	E 7TH AV & E 8TH AV		8/11/2013	4:13:23 PM	720 GAMBELL ST		Gone on Arrival
132300084		Suspicious Circumstances	Follow-Up	TRAVEL INN		8/18/2013	1:57:41 AM	720 GAMBELL ST		Cleared/Problem Resolved
132310572	130036248	Warrant Service	Disturbance Disturbance	TRAVEL INN		8/19/2013	8:14:25 PM	720 GAMBELL ST		Report to Follow
132310619		Follow-Up	Noise Complaint	E 7TH AV & E 8TH AV		8/19/2013	10:00:12 PM	720 GAMBELL ST		Cleared/Problem Resolved
132370610		Disturbance	Follow-Up	TRAVEL INN		8/25/2013	8:03:30 PM	720 GAMBELL ST		Cleared/Problem Resolved
132410046	130037846	Disturbance	Disturbance	TRAVEL INN		8/29/2013	1:40:21 AM	720 GAMBELL ST		Report to Follow
132420127		Noise Complaint		E 7TH AV & E 8TH AV		8/30/2013	5:57:04 AM	720 GAMBELL ST		Cleared/Problem Resolved
132420290		Follow-Up		TRAVEL INN		8/30/2013	10:51:25 AM	720 GAMBELL ST		Cleared/Problem Resolved
132430322		Disturbance		TRAVEL INN		8/31/2013	12:26:01 PM	720 GAMBELL ST		Cleared/Problem Resolved
132440612		Assault	Disturbance	TRAVEL INN		9/1/2013	8:15:28 PM	720 GAMBELL ST		Cleared/Problem Resolved
132470735	130038872	DV Information	Disturbance	TRAVEL INN		9/4/2013	10:19:19 PM	720 GAMBELL ST		Report to Follow
132590462		Disturbance	Disturbance	TRAVEL INN		9/16/2013	4:37:36 PM	720 GAMBELL ST		Gone on Arrival
132600636		Theft	Theft	E 7TH AV & E 8TH AV		9/17/2013	5:52:55 PM	720 GAMBELL ST		Gone on Arrival
132620481		Follow-Up	Follow-Up	TRAVEL INN		9/19/2013	3:11:05 PM	720 GAMBELL ST		Cleared/Problem Resolved
132620489		Follow-Up	Follow-Up	TRAVEL INN		9/19/2013	3:23:21 PM	720 GAMBELL ST		Cleared/Problem Resolved
132630096		Indecent Exposure	Indecent Exposure	TRAVEL INN		9/20/2013	5:06:09 AM	720 GAMBELL ST		Cleared/Problem Resolved
132640081	130041438	Disturbance with Weapon	Disturbance	E 7TH AV & E 8TH AV		9/21/2013	2:44:08 AM	720 GAMBELL ST		Report to Follow
132660220		Civil Problem	Civil Problem	TRAVEL INN		9/23/2013	11:11:59 AM	720 GAMBELL ST		Gone on Arrival
132670360		Follow-Up	Medic Assist	TRAVEL INN		9/24/2013	12:32:32 PM	720 GAMBELL ST		Supplement to Follow
132680067		Disturbance	Disturbance	TRAVEL INN		9/25/2013	3:03:03 AM	720 GAMBELL ST		Cleared/Problem Resolved
132690619		Disturbance	Disturbance	TRAVEL INN		9/26/2013	7:19:13 PM	720 GAMBELL ST		Gone on Arrival
132770209	130043478	Violation City/State Regulations	Disturbance	E 7TH AV & E 8TH AV		10/4/2013	8:49:25 AM	720 GAMBELL ST		Report to Follow
132800107		Disturbance	Werlfare Check	TRAVEL INN		10/7/2013	6:42:51 AM	720 GAMBELL ST		Cleared/Problem Resolved
132810541		Suspicious Circumstances	Suspicious Circumstances	TRAVEL INN		10/8/2013	3:39:05 PM	720 GAMBELL ST		Cleared/Problem Resolved
132810763		Field Interview	Field Interview	E 7TH AV & E 8TH AV		10/8/2013	9:34:24 PM	720 GAMBELL ST	239	Cleared/Problem Resolved
132830277		Disturbance	Disturbance	TRAVEL INN		10/10/2013	10:16:11 AM	720 GAMBELL ST		Cleared/Problem Resolved
132860173		Drunk Problem	Drunk Problem	TRAVEL INN		10/13/2013	6:11:19 AM	720 GAMBELL ST		Cleared/Problem Resolved
132870018	130045020	Follow-Up	Misconduct Involving Weapon	S LOUNGE TRAVEL INN		10/14/2013	12:46:29 AM	720 GAMBELL ST		Supplement to Follow
132870502		Disturbance	Disturbance	TRAVEL INN		10/14/2013	6:32:28 PM	720 GAMBELL ST		Cleared/Problem Resolved
132940655		Disturbance	Disturbance	TRAVEL INN		10/21/2013	10:54:27 PM	720 GAMBELL ST		Cleared/Problem Resolved
132990093		Disturbance	Disturbance	E 7TH AV & E 8TH AV		10/26/2013	2:13:38 AM	720 GAMBELL ST		Cleared/Problem Resolved
132990167		Disturbance	Disturbance	E 7TH AV & E 8TH AV		10/26/2013	4:43:37 AM	720 GAMBELL ST		Cleared/Problem Resolved
133050361		Follow-Up	Follow-Up	TRAVEL INN		11/1/2013	2:18:43 PM	720 GAMBELL ST		Cleared/Problem Resolved
133120610		Drunk Problem	Disturbance	E 7TH AV & E 8TH AV		11/8/2013	9:53:13 PM	720 GAMBELL ST		Cleared/Problem Resolved
133130069		Disturbance	Disturbance	E 7TH AV & E 8TH AV		11/9/2013	1:44:03 AM	720 GAMBELL ST		Cleared/Problem Resolved
133150024		Werlfare Check	Werlfare Check	TRAVEL INN		11/11/2013	1:10:36 AM	720 GAMBELL ST		Cleared/Problem Resolved
133150422		Werlfare Check	Assault	E 7TH AV & E 8TH AV		11/11/2013	4:30:46 PM	720 GAMBELL ST		Cleared/Problem Resolved
133240428	130050957	Disturbance with Weapon	Disturbance with Weapon	E 7TH AV & E 8TH AV		11/20/2013	12:49:02 PM	720 GAMBELL ST		Report to Follow
133250424		Warrant Service	Warrant Service	TRAVEL INN		11/21/2013	2:03:25 PM	720 GAMBELL ST		Cleared/Problem Resolved
133280248	130051557	Assault	Disturbance	TRAVEL INN		11/24/2013	9:36:41 AM	720 GAMBELL ST		Report to Follow
133360504		Drunk Problem	Drunk Problem	E 7TH AV & E 8TH AV		12/2/2013	7:53:31 PM	720 GAMBELL ST		Gone on Arrival
133380046		Drunk Problem	Assault	E 7TH AV & E 8TH AV		12/4/2013	2:06:54 AM	720 GAMBELL ST		Cleared/Problem Resolved
133400020	130053143	Rape in Progress	Rape in Progress	TRAVEL INN		12/6/2013	12:27:35 AM	720 GAMBELL ST		Supplement to Follow
133420417		Trespass	Trespass	E 7TH AV & E 8TH AV		12/8/2013	5:20:25 PM	720 GAMBELL ST	205	Gone on Arrival
133420579		Disturbance	Disturbance	TRAVEL INN		12/8/2013	10:30:18 PM	720 GAMBELL ST		Cleared/Problem Resolved
133470392		DV Violation	DV Writ Service	E 7TH AV & E 8TH AV		12/13/2013	3:38:41 PM	720 GAMBELL ST		Cleared/Problem Resolved
133470465		Trespass	Trespass	E 7TH AV & E 8TH AV		12/13/2013	5:32:58 PM	720 GAMBELL ST		Cleared/Problem Resolved
133480117		Disturbance	Disturbance	E 7TH AV & E 8TH AV		12/14/2013	2:32:16 AM	720 GAMBELL ST		Gone on Arrival
133480333		Disturbance	Disturbance	TRAVEL INN		12/14/2013	11:43:53 AM	720 GAMBELL ST		Cleared/Problem Resolved

133480334	Follow-Up	Follow-Up	TRAVEL INN	12/14/2013	11:48:00 AM	720 GAMBELL ST	Cleared/Problem Resolved
133480672	Drunk Problem	Drunk Problem	TRAVEL INN	12/14/2013	9:27:09 PM	720 GAMBELL ST	Gone on Arrival
133510770	Disturbance	Werlfare Check	TRAVEL INN	12/17/2013	11:27:59 PM	720 GAMBELL ST	Cleared/Problem Resolved
133530487	Disturbance	Disturbance	TRAVEL INN	12/19/2013	2:51:21 PM	720 GAMBELL ST	Cleared/Problem Resolved
133580010	Outside Agency Assist	Outside Agency Assist	E 7TH AV & E 8TH AV	12/24/2013	12:42:27 AM	720 GAMBELL ST	Cleared/Problem Resolved
133600087	Disturbance	Disturbance	TRAVEL INN	12/26/2013	5:43:18 AM	720 GAMBELL ST	Cleared/Problem Resolved
133650565	Warrant Service	Warrant Service	TRAVEL INN	12/31/2013	4:56:24 PM	720 GAMBELL ST	Cleared/Problem Resolved
133650689	Civil Problem	Trespass	TRAVEL INN	12/31/2013	8:04:00 PM	720 GAMBELL ST	Cleared/Problem Resolved
140010465	Disturbance	Disturbance	TRAVEL INN	1/1/2014	12:59:11 PM	720 GAMBELL ST	Cleared/Problem Resolved
140020578	Disturbance	Disturbance	TRAVEL INN	1/2/2014	9:24:37 PM	720 GAMBELL ST	Cleared/Problem Resolved
140030072 140000321	Warrant Service	Warrant Service	TRAVEL INN	1/3/2014	2:42:17 AM	720 GAMBELL ST	Report to Follow
140090020 140001173	Assault	Assault	TRAVEL INN	1/9/2014	12:40:36 AM	720 GAMBELL ST	Report to Follow
140150573	Disturbance	Disturbance	E 7TH AV & E 8TH AV	1/15/2014	5:35:09 PM	720 GAMBELL ST	Cleared/Problem Resolved
140170632 140002570	Disturbance	Disturbance	TRAVEL INN	1/17/2014	8:40:08 PM	720 GAMBELL ST	Report to Follow
140190083 140002758	Disturbance	Disturbance	E 7TH AV & E 8TH AV	1/19/2014	3:00:09 AM	720 GAMBELL ST	Report to Follow
140200456 140002984	DV Information	Disturbance	SAMOVAR	1/20/2014	5:10:21 PM	720 GAMBELL ST	Cleared/Problem Resolved
140210020 140003036	Theft	General Locate	E 7TH AV & E 8TH AV	1/21/2014	12:32:32 AM	720 GAMBELL ST	Report to Follow
140220236	Follow-Up	Follow-Up	E 7TH AV & E 8TH AV	1/22/2014	10:17:09 AM	720 GAMBELL ST	Cleared/Problem Resolved
140220243	Disturbance	Disturbance	SAMOVAR	1/22/2014	10:21:11 AM	720 GAMBELL ST	Cleared/Problem Resolved
140270040	Drunk Problem	Medic Assist	TRAVEL INN	1/27/2014	1:23:43 AM	720 GAMBELL ST	Cleared/Problem Resolved
140280725	Assault	Outside Agency Assist	TRAVEL INN	1/28/2014	9:37:14 PM	720 GAMBELL ST	Cleared/Problem Resolved
140300480	Warrant Service	Field Interview	TRAVEL INN	1/30/2014	3:32:17 PM	720 GAMBELL ST	Cleared/Problem Resolved
140330101	Drunk Transport	Drunk Problem	TRAVEL INN	2/2/2014	3:21:03 AM	720 GAMBELL ST	Cleared/Problem Resolved
140360714	Disturbance	Disturbance	TRAVEL INN	2/5/2014	9:37:08 PM	720 GAMBELL ST	Cleared/Problem Resolved
140460103	Disturbance	Disturbance	TRAVEL INN	2/15/2014	3:36:11 AM	720 GAMBELL ST	Cleared/Problem Resolved
140460218		Disturbance	TRAVEL INN	2/15/2014	10:03:18 AM	720 GAMBELL ST	Cleared/Problem Resolved
140490069	Security Check	Security Check	E 7TH AV & E 8TH AV	2/18/2014	3:57:56 AM	720 GAMBELL ST	Cleared/Problem Resolved
140500497		Disturbance	TRAVEL INN	2/19/2014	5:07:05 PM	720 GAMBELL ST	Cleared/Problem Resolved
140510341	Follow-Up	Follow-Up	TRAVEL INN	2/20/2014	1:31:06 PM	720 GAMBELL ST	Cleared/Problem Resolved
140540438 140007774	Disturbance	Disturbance	TRAVEL INN	2/23/2014	6:35:33 PM	720 GAMBELL ST	Report to Follow
140580545 140008434	Arson	Arson	E 7TH AV & E 8TH AV	2/27/2014	4:22:18 PM	720 GAMBELL ST	Report to Follow
140590476	Follow-Up	Follow-Up	E 7TH AV & E 8TH AV	2/28/2014	5:27:17 PM	720 GAMBELL ST	Cleared/Problem Resolved
140650536	Drunk Problem	Drunk Problem	TRAVEL INN	3/6/2014	7:04:58 PM	720 GAMBELL ST	Cleared/Problem Resolved
140680034 140009748	Disturbance	Disturbance	E 7TH AV & E 8TH AV	3/9/2014	1:06:32 AM	720 GAMBELL ST	Report to Follow
140700322 140010101	Outside Agency Assist	Civil Problem	E 7TH AV & E 8TH AV	3/11/2014	12:23:45 PM	720 GAMBELL ST	Report to Follow
140740376	Disturbance	Werlfare Check	TRAVEL INN	3/15/2014	2:03:41 PM	720 GAMBELL ST	Cleared/Problem Resolved
140820387	Disturbance	Disturbance	SAMOVAR	3/23/2014	5:23:44 PM	720 GAMBELL ST	Gone on Arrival
140830377 140012132	Disturbance	Disturbance	TRAVEL INN	3/24/2014	2:52:51 PM	720 GAMBELL ST	Report to Follow
140920093	Drunk Transport	Drunk Problem	TRAVEL INN	4/2/2014	3:06:14 AM	720 GAMBELL ST	Cleared/Problem Resolved
140930371	Follow-Up	Follow-Up	E 7TH AV & E 8TH AV	4/3/2014	11:48:16 AM	720 GAMBELL ST	Cleared/Problem Resolved
140950093	Drunk Problem	Drunk Problem	E 7TH AV & E 8TH AV	4/5/2014	3:19:42 AM	720 GAMBELL ST	Cleared/Problem Resolved
140960136 140013888	DV Information	Disturbance	E 7TH AV & E 8TH AV	4/6/2014	5:34:13 AM	720 GAMBELL ST	Report to Follow
140980296	Disturbance	Disturbance	TRAVEL INN	4/8/2014	12:03:26 PM	720 GAMBELL ST	Cleared/Problem Resolved
140980533	Werlfare Check	Werlfare Check	E 7TH AV & E 8TH AV	4/8/2014	7:33:29 PM	720 GAMBELL ST	Cleared/Problem Resolved
141010098	Drunk Problem	Drunk Problem	E 7TH AV & E 8TH AV	4/11/2014	5:15:47 AM	720 GAMBELL ST	Cleared/Problem Resolved
141020116	Disturbance	Disturbance	E 7TH AV & E 8TH AV	4/12/2014	4:04:11 AM	720 GAMBELL ST	Cleared/Problem Resolved
141090502	Disturbance	Disturbance	E 7TH AV & E 8TH AV	4/19/2014	7:21:39 PM	720 GAMBELL ST	Cleared/Problem Resolved
141210115	Disturbance	Disturbance	TRAVEL INN	5/1/2014	5:35:22 AM	720 GAMBELL ST	Cleared/Problem Resolved
141220465	Fire Department Assist	Fire Department Assist	E 7TH AV & E 8TH AV	5/2/2014	3:52:59 PM	720 GAMBELL ST	Cleared/Problem Resolved
141220530 140017745	Arson	Outside Agency Assist	TRAVEL INN	5/2/2014	5:19:26 PM	720 GAMBELL ST	Report to Follow
141240346	Assault	Assault	TRAVEL INN	5/4/2014	2:03:37 PM	720 GAMBELL ST	Cleared/Problem Resolved
141270726	Disturbance	Disturbance	E 7TH AV & E 8TH AV	5/7/2014	10:13:48 PM	720 GAMBELL ST	Cleared/Problem Resolved
141310474	Disturbance	Disturbance	E 7TH AV & E 8TH AV	5/11/2014	6:53:02 PM	720 GAMBELL ST	Cleared/Problem Resolved
141310506	Werlfare Check	Werlfare Check	E 7TH AV & E 8TH AV	5/11/2014	7:54:13 PM	720 GAMBELL ST	Cleared/Problem Resolved
141330066	Werlfare Check	Werlfare Check	TRAVEL INN	5/13/2014	3:33:12 AM	720 GAMBELL ST	Cleared/Problem Resolved
141330074	Assault	Assault	TRAVEL INN	5/13/2014	3:48:27 AM	720 GAMBELL ST	Cleared/Problem Resolved
141370049 140019896	Disorderly Conduct	Disturbance	TRAVEL INN	5/17/2014	1:14:21 AM	720 GAMBELL ST	Report to Follow
141380039		Trespass	TRAVEL INN	5/18/2014	1:12:45 AM	720 GAMBELL ST	Cleared/Problem Resolved
141380078	Disturbance with Weapon	Suspicious Circumstances	TRAVEL INN	5/18/2014	2:52:45 AM	720 GAMBELL ST	Cleared/Problem Resolved
141390065 140020154	Trespass	Disturbance	E 7TH AV & E 8TH AV	5/19/2014	3:34:54 AM	720 GAMBELL ST	Report to Follow
141390325	Follow-Up	Follow-Up	E 7TH AV & E 8TH AV	5/19/2014	1:44:45 PM	720 GAMBELL ST	Cleared/Problem Resolved
141460081	Follow-Up	Follow-Up	E 7TH AV & E 8TH AV	5/26/2014	3:00:35 AM	720 GAMBELL ST	Cleared/Problem Resolved
141480523	Trespass	Trespass	TRAVEL INN	5/28/2014	6:40:19 PM	720 GAMBELL ST	Cleared/Problem Resolved
141510119	Suspicious Circumstances	Werlfare Check	TRAVEL INN	5/31/2014	3:33:53 AM	720 GAMBELL ST	Cleared/Problem Resolved
141550096	Trespass	Trespass	E 7TH AV & E 8TH AV	6/4/2014	4:21:35 AM	720 GAMBELL ST	Cleared/Problem Resolved
141550605 140022638	Disturbance	Disturbance	TRAVEL INN	6/4/2014	7:29:12 PM	720 GAMBELL ST	Report to Follow
141550746	Theft	Theft	TRAVEL INN	6/4/2014	11:28:24 PM	720 GAMBELL ST	Gone on Arrival
141560523	DV Violation	DV Writ Service	TRAVEL INN	6/5/2014	4:33:14 PM	720 GAMBELL ST	Cleared/Problem Resolved
141620042	Follow-Up	Werlfare Check	E 7TH AV & E 8TH AV	6/11/2014	1:18:36 AM	720 GAMBELL ST	Cleared/Problem Resolved
141670022	Disturbance	Disturbance	TRAVEL INN	6/16/2014	12:52:42 AM	720 GAMBELL ST	Cleared/Problem Resolved
141670044	Harrass	Harrass	TRAVEL INN	6/16/2014	1:44:41 AM	720 GAMBELL ST	Cleared/Problem Resolved
141710050	Assault	Assault	TRAVEL INN	6/20/2014	1:44:24 AM	720 GAMBELL ST	Cleared/Problem Resolved
141710199	Werlfare Check	Werlfare Check	TRAVEL INN	6/20/2014	9:21:42 AM	720 GAMBELL ST	Cleared/Problem Resolved
141740345	Follow-Up	Follow-Up	E 7TH AV & E 8TH AV	6/23/2014	2:37:19 PM	720 GAMBELL ST	Cleared/Problem Resolved

141820310	140026515	Misconduct Involving Weapon	Misconduct Involving Weapon	TRAVEL INN	7/1/2014	11:45:23 AM	720 GAMBELL ST	Report to Follow
141830490		Disturbance	Disturbance	TRAVEL INN	7/2/2014	3:49:43 PM	720 GAMBELL ST	Cleared/Problem Resolved
141840055		Disturbance	Disturbance	TRAVEL INN	7/3/2014	1:27:04 AM	720 GAMBELL ST	Cleared/Problem Resolved
141870518		Disturbance	Disturbance	TRAVEL INN	7/6/2014	8:39:24 PM	720 GAMBELL ST	Cleared/Problem Resolved
141920193		Follow-Up	Follow-Up	TRAVEL INN	7/11/2014	9:21:13 AM	720 GAMBELL ST	Cleared/Problem Resolved
141920591		Disturbance	Disturbance	TRAVEL INN	7/11/2014	8:03:27 PM	720 GAMBELL ST	Cleared/Problem Resolved
141920719		Follow-Up	Follow-Up	E 7TH AV & E 8TH AV	7/11/2014	11:18:22 PM	720 GAMBELL ST	Cleared/Problem Resolved
141950325		Civil Problem	Civil Problem	E 7TH AV & E 8TH AV	7/14/2014	12:54:34 PM	720 GAMBELL ST	Cleared/Problem Resolved
141960563		Civil Problem	Disturbance	TRAVEL INN	7/15/2014	4:59:50 PM	720 GAMBELL ST	Cleared/Problem Resolved
141990089		Disturbance	Disturbance	E 7TH AV & E 8TH AV	7/18/2014	3:08:59 AM	720 GAMBELL ST	Cleared/Problem Resolved
142000084	140029219	Assault	Assault	E 7TH AV & E 8TH AV	7/19/2014	1:48:05 AM	720 GAMBELL ST	Report to Follow
142110612		Assault	Werlfare Check	TRAVEL INN	7/30/2014	5:42:15 PM	720 GAMBELL ST	Cleared/Problem Resolved
142110692		Werlfare Check	Werlfare Check	TRAVEL INN	7/30/2014	8:04:38 PM	720 GAMBELL ST	Cleared/Problem Resolved
142120396		Outside Agency Assist	Outside Agency Assist	E 7TH AV & E 8TH AV	7/31/2014	11:52:39 AM	720 GAMBELL ST	Cleared/Problem Resolved
142120674		Burglary	Burglary	TRAVEL INN	7/31/2014	7:05:37 PM	720 GAMBELL ST	Cleared/Problem Resolved
142150074		Werlfare Check	Werlfare Check	E 7TH AV & E 8TH AV	8/3/2014	2:51:20 AM	720 GAMBELL ST	Cleared/Problem Resolved
142170381			Disturbance	E 7TH AV & E 8TH AV	8/5/2014	1:07:44 PM	720 GAMBELL ST	Cleared/Problem Resolved
142180237		Civil Problem	Disturbance	TRAVEL INN	8/6/2014	8:47:19 AM	720 GAMBELL ST	Cleared/Problem Resolved
142180262		Disturbance	Disturbance	TRAVEL INN	8/6/2014	9:27:25 AM	720 GAMBELL ST	Cleared/Problem Resolved
142190114		Werlfare Check	Werlfare Check	E 7TH AV & E 8TH AV	8/7/2014	5:40:39 AM	720 GAMBELL ST	Cleared/Problem Resolved
142220146	140032708	Disturbance	Disturbance	E 7TH AV & E 8TH AV	8/10/2014	6:32:46 AM	720 GAMBELL ST	Report to Follow
142260702			Burglary	E 7TH AV & E 8TH AV	8/14/2014	5:39:29 PM	720 GAMBELL ST	Cleared/Problem Resolved
142280213		Disturbance	Disturbance	E 7TH AV & E 8TH AV	8/16/2014	5:59:37 AM	720 GAMBELL ST	Cleared/Problem Resolved
142280300		Civil Problem	Civil Problem	TRAVEL INN	8/16/2014	10:09:19 AM	720 GAMBELL ST	Cleared/Problem Resolved
142300012		Rape in Progress	Rape in Progress	E 7TH AV & E 8TH AV	8/18/2014	12:19:07 AM	720 GAMBELL ST	Cleared/Problem Resolved
142300517		Disturbance	Disturbance	TRAVEL INN	8/18/2014	6:05:47 PM	720 GAMBELL ST	Cleared/Problem Resolved
142390543		DV Violation	DV Writ Service	TRAVEL INN	8/27/2014	3:29:12 PM	720 GAMBELL ST	Gone on Arrival
142420262		Civil Problem	Civil Problem	E 7TH AV & E 8TH AV	8/30/2014	9:46:23 AM	720 GAMBELL ST	Cleared/Problem Resolved
142430262	140035988	Trespass	Trespass	TRAVEL INN	8/31/2014	9:12:56 AM	720 GAMBELL ST	Report to Follow
142460766	140036533	Assault	Assault	TRAVEL INN	9/3/2014	8:59:37 PM	720 GAMBELL ST	Cleared/Problem Resolved
142520739	140037448	Missing Person	Missing Person	TRAVEL INN	9/9/2014	8:25:04 PM	720 GAMBELL ST	Report to Follow
142540046		Civil Problem	Disturbance	TRAVEL INN	9/11/2014	1:37:52 AM	720 GAMBELL ST	Cleared/Problem Resolved
142540691		Assault	Assault	TRAVEL INN	9/11/2014	7:16:38 PM	720 GAMBELL ST	Cleared/Problem Resolved
142590018		Disturbance	Disturbance	TRAVEL INN	9/16/2014	12:42:08 AM	720 GAMBELL ST	Cleared/Problem Resolved
142670159		Disturbance	Disturbance	TRAVEL INN	9/24/2014	6:45:32 AM	720 GAMBELL ST	Cleared/Problem Resolved
142720222		Outside Agency Assist	Outside Agency Assist	E 7TH AV & E 8TH AV	9/29/2014	10:52:27 AM	720 GAMBELL ST	Cleared/Problem Resolved
142810561		Drunk Problem	Disturbance	TRAVEL INN	10/8/2014	4:17:39 PM	720 GAMBELL ST	Cleared/Problem Resolved
142920099		Disturbance	Disturbance	E 7TH AV & E 8TH AV	10/19/2014	4:00:55 AM	720 GAMBELL ST	Cleared/Problem Resolved
142980151		Drunk Problem	Drunk Problem	TRAVEL INN	10/25/2014	4:38:21 AM	720 GAMBELL ST	Cleared/Problem Resolved
143050152		Disturbance	Disturbance	TRAVEL INN	11/1/2014	3:18:30 AM	720 GAMBELL ST	Cleared/Problem Resolved
143070082		Drunk Problem	Drunk Problem	E 7TH AV & E 8TH AV	11/3/2014	3:44:50 AM	720 GAMBELL ST	Cleared/Problem Resolved
143080658		Disturbance	Disturbance	E 7TH AV & E 8TH AV	11/4/2014	7:20:02 PM	720 GAMBELL ST	Cleared/Problem Resolved
143090728		Public Assist		E 7TH AV & E 8TH AV	11/5/2014	9:30:50 PM	720 GAMBELL ST	Cleared/Problem Resolved
143230008	140047953	Assault with Weapon	Assault with Weapon	E 7TH AV & E 8TH AV	11/19/2014	12:05:38 AM	720 GAMBELL ST	Report to Follow
143260224		Disturbance	Disturbance Strongarm	TRAVEL INN	11/22/2014	9:04:46 AM	720 GAMBELL ST	Cleared/Problem Resolved
143330136		Strongarm Robbery	Robbery Assault	TRAVEL INN	11/29/2014	4:07:17 AM	720 GAMBELL ST	Cleared/Problem Resolved
143330213	140049356	Assault	Disturbance	TRAVEL INN	11/29/2014	8:09:24 AM	720 GAMBELL ST	Report to Follow
143330423		Disturbance	Disturbance	TRAVEL INN	11/29/2014	4:03:04 PM	720 GAMBELL ST	Cleared/Problem Resolved
143360533		Disturbance	Outside Agency Assist	TRAVEL INN	12/2/2014	2:51:52 PM	720 GAMBELL ST	Gone on Arrival
143370092		Outside Agency Assist	Disturbance	E 7TH AV & E 8TH AV	12/3/2014	4:12:53 AM	720 GAMBELL ST	Cleared/Problem Resolved
143400083		Disturbance	Assault	TRAVEL INN	12/6/2014	2:14:48 AM	720 GAMBELL ST	Cleared/Problem Resolved
143430065	140050829	Assault		TRAVEL INN	12/9/2014	2:22:43 AM	720 GAMBELL ST	Report to Follow
143430189	140050847	Assault	Disturbance	TRAVEL INN	12/9/2014	7:12:58 AM	720 GAMBELL ST	Supplement to Follow
143470353		Disturbance	Disturbance	TRAVEL INN	12/13/2014	12:25:17 PM	720 GAMBELL ST	Cleared/Problem Resolved
143520672		Disturbance	Disturbance	TRAVEL INN	12/18/2014	8:53:40 PM	720 GAMBELL ST	Cleared/Problem Resolved
143530047	140052402	Assault	Disturbance	TRAVEL INN	12/19/2014	1:05:15 AM	720 GAMBELL ST	Report to Follow
143530171		Disturbance	Disturbance	TRAVEL INN	12/19/2014	5:46:53 AM	720 GAMBELL ST	Cleared/Problem Resolved
143540437		Disturbance	Disturbance	E 7TH AV & E 8TH AV	12/20/2014	3:05:47 PM	720 GAMBELL ST	Cleared/Problem Resolved
143550042	140052688	Violation City/State Regulations	Disturbance	TRAVEL INN	12/21/2014	12:44:41 AM	720 GAMBELL ST	Report to Follow
143550491		Disturbance	Disturbance	TRAVEL INN	12/21/2014	5:27:45 PM	720 GAMBELL ST	Cleared/Problem Resolved
143560057		Disturbance	Disturbance	TRAVEL INN	12/22/2014	2:33:07 AM	720 GAMBELL ST	Cleared/Problem Resolved
143590084				TRAVEL INN	12/25/2014	3:02:16 AM	720 GAMBELL ST	Cleared/Problem Resolved
143590190	140053239	Disturbance	Disturbance	TRAVEL INN	12/25/2014	9:23:58 AM	720 GAMBELL ST	Report to Follow
143590259		Disturbance	Disturbance	E 7TH AV & E 8TH AV	12/25/2014	12:36:02 PM	720 GAMBELL ST	Gone on Arrival
143650051		Theft	Theft	TRAVEL INN	12/31/2014	1:54:22 AM	720 GAMBELL ST	Cleared/Problem Resolved

Exhibit H - Advertising from LED Lounge Facebook page for events during 2019-2021.

L.E.D

ULTRA LOUNGE & GRILL

Party Package

$150

- 1 MOET ROSE CHAMPAGNE
- BOOTH OR TABLE OF YOUR CHOICE
- VIP ENTRACE FOR 4
(DOESN'T INCLUDE SPECIAL EVENTS)
- & APPETIZER PLATTER

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STRICTLY ENFORCE

NO MASK NO ENTRY

OPEN 10PM-1AM $5 ENTRY UNTIL 11PM

TABLE SERVICE ONLY (UP TO 6 PER TABLE)
LIMITED TABLES (NO TABLE NO ENTRY UNTIL NEW RULE)
DRINKS AFTER MIDNIGHT: NEAR BEER, REDBULL, SHIRLEY TEMPLE, FRUITY FRUITY
FIRST COME FIRST SERVE, WALK-INS ARE ACCEPTED IF TABLES AVAILABLE

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901 WEST 6TH AVE ANCHORAGE ALASKA 99501



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901 W. 6th Ave

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ON THE 1S & 2S

QUEEN ANI'S CATERING
HOMEMADE SEAFOOD PASTA
$35

$5 Martinis

Every 1st & 3rd Thurs. Starting Oct 24th, doors open at 9pm

Come in your sexy & elegant clothing. Ladies, No Tank tops or Tennis shoes

Slow Jams | Today's hip hop & RNB | Oldies | Reggae

Ladies free before 11pm / after 11pm is $5
Men $5 before midnight / after midnight is $10

Come Hungry & enjoy chicken, fish & more!

ABOVE ALL 97

Questions? (716-288-2994)



FRIDAY & SATURDAY, SEP 27TH & 28TH @ 9PM
@ LED ULTRA LOUNGE & GRILL IN ANCHORAGE, AK

CALIFORNIABADGIRLSBURLESQUE.COM

VIERNES
27
DE SEPTIEMBRE

L.E.D
ULTRA LOUNGE & GRILL

MEGA BAILAZO

Para celebrar y Cerrar con broche de Oro La Independencia Mexicana por Primera vez en Anchorage, Alaska



$50
Boletos por adelantado

$60
El La Puerta

Los Caminantes

Exitos
"Tu nuevo cariñito"
"Supe perder"
"Maria Elena"

ALTERNANDO CON



LOS CADETES DE LINARES

"El palomito"
"Los dos amigos"
"Dos coronas a mi madre"

En los intermedios
Gozadera Total



DJ Michaca



DJ Alex

Puertas Abren A Las 9.00PM

Mesas VIP $100

Mesas Regulares $60



JALAPEÑOS
Mexican Restaurant

Llama para Mas Informacion al
720.1556 o 229-2053



$100*
*Before the 15th of each Month.

$50*
*After The 15th of each Month.

Includes:
-VIP Entrance. No waiting in line.
-Access to upstairs VIP lounge area.
-Appetizers available from 11:00 PM to 1:00 AM.
- Separate bar & restrooms.
- One well drink included with the purchase.

SPECIAL EVENTS NOT INCLUDED WITH PURCHASE.

Purchase can be made at **www.ledultralounge.com** or at the door.

ONLINE ORDERS MUST PROVIDE PRINT OUT COPY AT ENTRY.

29 DE FEB

CELEBRANDO LA INDEPENDENCIA DE LA

REPÚBLICA DOMINICANA

CELEBRATING DOMINICAN INDEPENDENCE DAY



DJ REYMI X DJ JOSE

L.E.D

ULTRA LOUNGE & GRILL

901 W 6TH AVE ANCHORAGE, AK 99501

DOORS OPEN @ 11PM

LED ULTRA LOUNGE & DJ JOSE PRESENTS



LA NOCHE

SATURDAYS

MUSIC BY

DJ JOSE

DOORS OPEN AT 11PM
MORE INFO @DJJOSEAK

LED ULTRA LOUNGE & GRILL

RESERVATIONS HIGHLY RECOMENDED
WWW.LEDULTRALOUNGE.COM

901 WEST 6TH AVE ANCHORAGE ALASKA 99501

L.E.D LOUNGE PRESENTS:

KOULEY SATURDAY'S

COMING 2 ALASKA EDITION:

07
17



HIPHOP VS AFROBEATS



DJ KOULEY WITH.

SPECIAL GUEST VDJ WADA

BOOTH & BOTTLE SERVICE AVAILABLE

L.E.D ULTRA LOUNGE & GRILL

DOORS OPEN AT 10

RESERVATIONS HIGHLY RECOMMENDED

901 W. 6TH AVE.ANCHORAGE, AK

LED ULTRA LOUNGE PRESENTS:

AUGUST 14TH, 2021



LED ALL WHITE Party

MUSIC BY

DJ KOULEY (HIP HOP/TOP 40 ROOM) | **DJ JOSE** (LATIN ROOM)

HOSTED BY **KEVIN C.**

DOORS OPEN AT 10PM | $10 COVER CHARGE

$5 WHITE RUSSIAN & PIÑA COLADA

kouley

L.E.D ULTRA LOUNGE & GRILL

djjose

901 W. 6TH AVE. ANCHORAGE, AK


LED ULTRA LOUNGE PRESENTS
MOVING OUT
PARTY
SEPT 18TH & 25TH
STARTING FROM : 10PM-TILL END
MUSIC BY
DJ JOSE
MUSIC BY
DJ KOULEY
HOSTED BY
KEVIN C
FOR INFO & RESERVATION
WWW.LEDULTRALOUNGE.COM
MORE INFO WILL BE PROVIDED AT
A LATER DATE!
L.E.D
ULTRA LOUNGE & GRILL
901 WEST 6TH AVE ANCHORAGE ALASKA 99501

JUNE 5, 2021

SUN Season DRESS



SPECIAL GUEST

DJ SANTANA

ALONGSIDE

DJ JOSE

L.E.D

901 W. 6TH AVE.ANCHORAGE, AK

$10.00

COVER CHARGE

DOORS OPEN AT 10PM


SAT
19
JUNE
WELCOME HOME PARTY
MARIO
CHALMERS
L.E.D
901 WEST 6TH AVE ANCHORAGE ALASKA 99501

LED ULTRA LOUNGE & DJ JOSE PRESENTS

16 JULY

FOR THE FIRST TIME IN ALASKA

SHUT DOWN FRIDAYS

LIVE FROM NJ FITTED CAP LOW MOVEMENT'S OWN DJ JAVI

FITTED CAP LOW MOVEMENT

Music by JAVI DEEJAY

Music by DJ KOULEY

DOORS OPEN AT 10PM
COVER CHARGE $10

L.E.D ULTRA LOUNGE & GRILL

RESERVATIONS HIGHLY RECOMENDED
WWW.LEDULTRALOUNGE.COM

901 WEST 6TH AVE ANCHORAGE ALASKA 99501

L.E.D ULTRA LOUNGE PRESENTS

SPECIALTY

non alcohol



OPEN FRIDAYS & SATURDAYS 10PM-1AM

A MIX VARIETY OF NON-ALCOHOLIC DRINKS AVAILABLE

WHISKEY, TEQUILA, RUM, GIN, WINE & CHAMPAGNE

L.E.D

ULTRA LOUNGE & GRILL

901 WEST 6TH AVE ANCHORAGE ALASKA 99501

WE'RE OPEN FROM
10:00PM TO CLOSE.



COME PARTY AT L.E.D.

THE HOTTEST LATIN NIGHT
IN ANCHORAGE

latin SATURDAYS



Music by

DJ REYMI • DJ JOSE

L.E.D

ULTRA LOUNGE & GRILL

901 W 6TH AVE ANCHORAGE AK 99501

DOORS OPEN @ 11PM | WWW.LEDULTRALOUNGE.COM

Exhibit I - 8 denied applications from the State of Alaska Alcohol Beverage Control Board for Catering Permits from October 2021 through November 2021.

THE STATE of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community, and Economic Development

Alcohol and Marijuana Control Office
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

Memo to File

Date: 10/14/21

Name: Carrie Craig

Regarding: Robert Alexander

DBA: Tri-Grill, L.E.D. Ultra Lounge & Grill

License Number: 4531, 4551, 4552

Comment/Question:

9/2/21: Mr. Alexander emailed Licensing with questions regarding transfer of locations such as which forms, fees, process timing.

9/3/21: Carrie Craig, RLS, responds with a list of form numbers, fee amounts, provides the necessary links and instructions and answers a variety of questions.

Mr. Alexander asks again where he can get the required forms.

Ms. Craig provides the link again.

9/27/21: Mr. Alexander submitted, in person, eight permit applications for license 4531 dba Tri-Grill with the same event name for consecutive weekend dates starting 10/9 through 11/27.

9/29/21: Jennifer Dufresne, Administrative Assistant, notified Mr. Alexander via email that all eight permit applications have been denied by Enforcement. Enforcement writes, "Upon review of your Facebook entries, your last day of operating at your current location was about 9-25-21. You loose your lease for where the license is now on the 30th of Sept. All the permits you have applied for are for Oct and Nov. Your original license has to be in operation before you can get permits. Please refer to 3AAC304.105, 3AAC304.195, AS04.21.080(15), AS 04.11.320(6), AS 04.11.430(b). AS 04.11.580(b)"

Examiner:

Mr. Alexander responds that his license is still being used and they are still open and have not yet moved out entirely. Ms. Dufresne forwarded his response to Investigator Hamilton.

10/5/21: Mr. Alexander emails Chief Hoelscher regarding information about the lease at the premises and asks if there are any concerns Enforcement could have regarding his plans.

10/6/21: Chief Hoelscher responds that the additional provided information will not change his position on the denial of the permits – using permits to operate a license is not an accepted practice by the ABC Board.

Mr. Alexander states that he understands but asks if he could get one or two permits a month for the next few months.

Late this afternoon, Mr. Alexander came into the AMCO office and surrendered his three licenses as required by statute and requested by Enforcement. Ms. Craig noticed after he left that these licenses were copies of the originals printed on fancy paper and notified Enforcement.

10/7/21: Chief Hoelscher reiterates that his positions stands and he will not authorize any permits as this would be supplanting the license with no operating licensed premises. He states the Director agrees with his decision. Then he mentions that Mr. Alexander surrendered copies of his licenses the previous day, not the originals.

Mr. Alexander states that he also emailed the Director and will stand by for the response. He also says the original licenses are likely placed in one of five storage areas and says he will come into the office and request new copies be printed then will surrender those. *I don't know if this had occurred.*

Also on the same day, Mr. Alexander emails Kristina Serezhenkov, OLE, a draft copy of his public notice twice and states that the latest one was posted although the photo states it is a revised proof from the Anchorage Press.

Ms. Serezhenkov responds with guidance for his newspaper ad which includes the actual write up and she included the link where he could review the different templates.

Mr. Alexander sends a different email to Licensing requesting to be on the agenda for the 11/2 meeting in regards to his transfer applications and possible catering events (permits) until the transfer is effectuated.

Ms. Craig responds that unless the transfer applications can get submitted, reviewed and deemed complete by an Examiner before close of business 10/15, then his applications would likely be scheduled for the following board meeting on 1/18/22. She also provides options for Mr. Alexander to address the board on 11/2: either by emailing alcohol@alaska.gov or speaking during public testimony.

10/8/21: Mr. Alexander emails his thanks and requests a waiver/extension of the 10/15 deadline and again requests to meet with the board about the denial of his permits.

10/11/21: Ms. Craig responded that staff cannot extend the deadline and reiterates his options to address the board on 11/2.

10/12/21: Chief Hoelscher sends Mr. Alexander copies of 4/26/16 board meeting minutes, specifically regarding Tab 11: Discussion of Policies where the board agreed that a licensee cannot supplant a license by applying for permits.

In response to Ms. Craig's email on 10/11/21, Mr. Alexander asks Ms. Craig if she had a moment to look into "getting the correct information needed for posting for the liquor license with duplicates location transfer." *I was not aware that this had been requested previously.*

Ms. Craig provided a copy of the different public notice advertising templates for transfers and suggested he use the one for just transfer of location.

Mr. Alexander states that he had seen that information, "but it doesn't mention anything about duplicates are, unless my name as the DBA and Tri-Grill is all I need and nothing mentioning of LED Ultra lounge & Grill."

10/13/21: Ms. Craig responds, "I apologize, maybe I misunderstood what you were asking. I wrote out the wording for all three, does that seem correct to you? I thought it best to combine the two duplicate licenses in one advertisement.

For license #4531:
Robert Alexander dba Tri-Grill located at 901 W 6th Ave, Anchorage is applying for transfer of a Beverage Dispensary AS 04.11.090 liquor license to No Premises. Interested persons should submit written comment to their local governing body, the applicant, and to the Alcoholic Beverage Control Board at 550 West 7th Ave. Suite 1600 Anchorage AK 99501 or alcohol.licensing@alaska.gov.

For license #4551 & #4552:
Robert Alexander dba L.E.D. Ultra Lounge & Grill located at 901 W 6th Ave, Anchorage is applying for two transfers of a Beverage Dispensary - Duplicate AS 04.11.090 liquor licenses to No Premises. Interested persons should submit written comment to their local governing body, the applicant, and to the Alcoholic Beverage Control Board at 550 West 7th Ave. Suite 1600 Anchorage AK 99501 or alcohol.licensing@alaska.gov."

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
amco.permits@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-04: Caterer's Permit Application

Eligible License Types: Beverage Dispensary **Permit Fee:** $50 per day as applicable, contact staff with questions.

Event Requirements: Must be a specific event such as a convention, picnic, social gathering, sporting event, or similar held off of the licensed premises.

Permit Restrictions: All licensed premises requirements for Beverage Dispensary licenses apply to the permitted area. Alcohol may only be provided for consumption on the permitted premises.

Section 1 – Licensee and Contact Information

Enter information for the business seeking the permit. *This should match the information that AMCO has on file for this license.*

Doing Business As:	TRI GRILL	**License #:**	4531
License Type:	Beverage Dispensary	**Contact Person:**	Robert Alexander
Contact Email:	roba0809@hotm,ail.com	**Contact Phone:**	907-229-2053

Section 2 – Event Information

Enter information regarding the specific event for which you are seeking a permit.

Event Name:	LED OPENING
Event Description: *Include planned activities, expected attendance, and attendee information. Event advertisement may be submitted to supplement your answer.*	To cater a typical LED evbent with both alcohol and food the same as what I have done at location 901 W. 6th Ave for the past 7years. Apprx 200-300 people 21+ only
Full Event Address*:	420 W 3rd Ave Anchorage Ak 99501

**If the event is outside the community in which your license is located, additional information may be required.*

Event Date(s):	Oct 9, 2021	**Event Time:**	12 PM ☐ 3 PM ☑

The licensee, or a specified employee or agent of the licensee, must be present on the catered premises during all permit hours. Please provide the following information for the licensee, employee, or agent who will be present:

Person Present:	Robert Alexander	**Title:**	Owner

	Yes	No
1. Is this event going to take place on school grounds? (This includes the grounds of a university.) **If "Yes", you must attach authorization from the school for the service of alcohol during the event at the proposed location.**	☐	☑
2. Are you in the process of applying for a liquor license for the event location?	☐	☑
3. Is this event going to take place on the licensed premises of an existing liquor license?	☐	☑

If "Yes", please provide the license number and the reason the existing license is not being exercised for this event:

PAID
SEP 23 2021
AMCO DSN
SEP 27 2021
103472

Paid By: Credit Card Cash Check MS Money Order

Alaska Alcoholic Beverage Control Board

Form AB-04: Caterer's Permit Application

Section 5 – Declarations and Approvals

Read each line below, and then initial in the box to the right of each statement: Initials

I certify that I am the current licensee, and that a licensee, employee, or agent will be present at the event during all hours of the permit. [RA]

I certify that I will comply with the information provided on this application and with all statutes, ordinances, and regulations pertaining to the possession and sale of alcoholic beverages, and I understand that violation of any of these laws is grounds for suspension or revocation of my liquor license and/or denial of any future permit applications. [RA]

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 permit issued. [RA]

As an applicant for a caterer's permit and holder of 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.

Robert Alexander — Signature of licensee

9/22/21 — Date

Robert Alexander

Printed name of licensee

Law Enforcement Review (must be obtained before the permit application is submitted to AMCO):

Signature of local law enforcement

32718 — Badge number

Approved [X] Denied [ ]

Bethany Zabala — Printed name of local law enforcement

9/24/2021 — Date

AMCO Review:

Approved [ ] Denied [ ]

Signature of AMCO reviewer

Date

Printed name of AMCO reviewer

Title of AMCO reviewer

AMCO Comments:

Upon review of your Facebook entries, your last day of operating at your current location was about 9-25-21. You loose your lease for where the license is now on the 30th of Sept. All the permits you have applied for are for Oct and Nov. Your original license has to be in operation before you can get permits. Please refer to 3AAC304.105, 3AAC304.195, AS04.21.080(15), AS 04.11.320(6), AS 04.11.430(b). AS 04.11.580(b)

AMCO

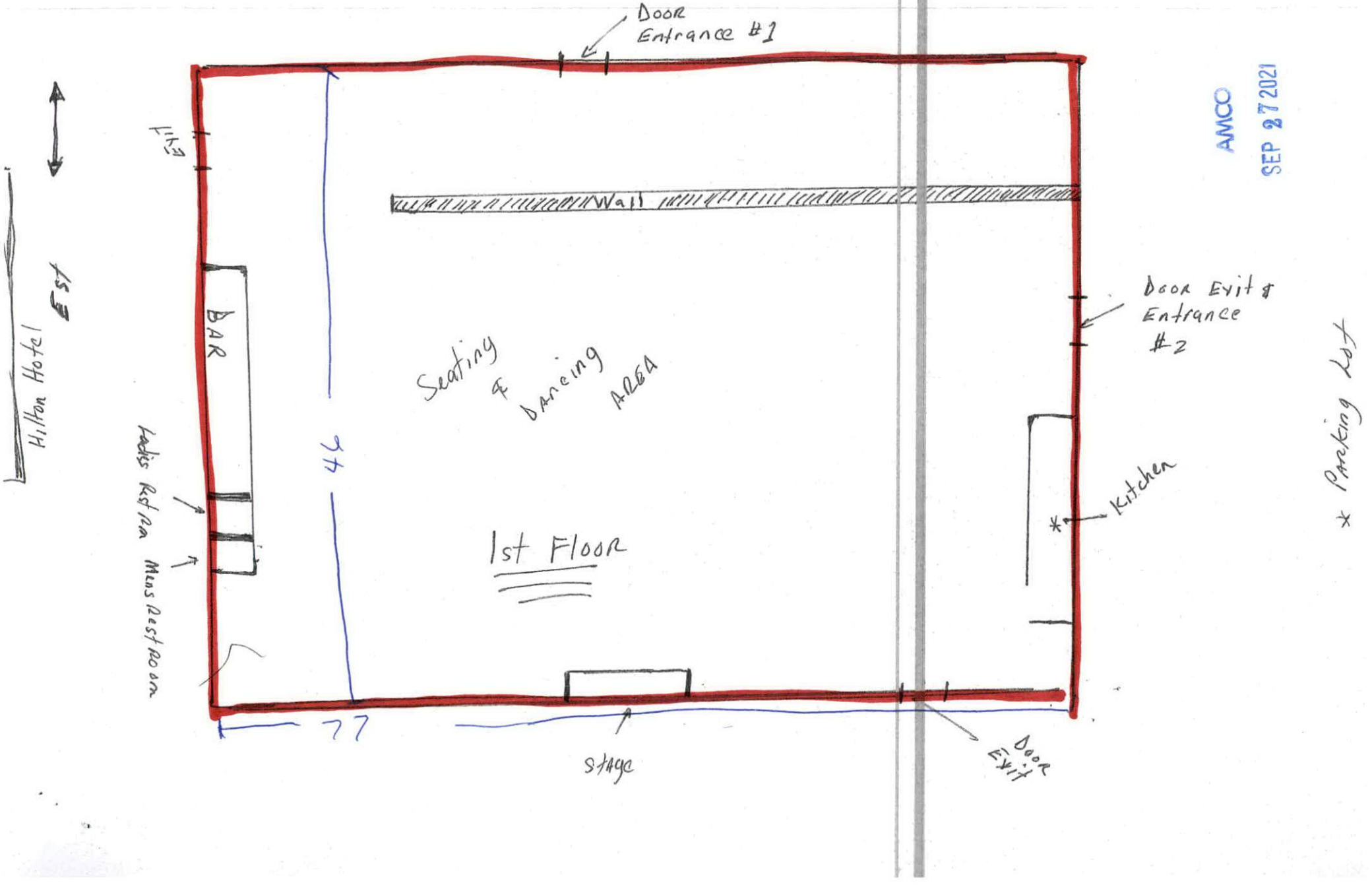
SEP 27 2021

* 420 W 3rd Ave Anchorage

* North

* Alcohol Consumption will be the entire 1st Floor premises

3rd Ave



AMCO
SEP 27 2021

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
amco.permits@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-04: Caterer's Permit Application

Eligible License Types: Beverage Dispensary **Permit Fee:** $50 per day as applicable, contact staff with questions.

Event Requirements: Must be a specific event such as a convention, picnic, social gathering, sporting event, or similar held off of the licensed premises.

Permit Restrictions: All licensed premises requirements for Beverage Dispensary licenses apply to the permitted area. Alcohol may only be provided for consumption on the permitted premises.

Section 1 – Licensee and Contact Information

Enter information for the business seeking the permit. *This should match the information that AMCO has on file for this license.*

Doing Business As:	Tri Grill	**License #:**	4531
License Type:	Beverage Dispensary	**Contact Person:**	Robert Alexander
Contact Email:	roba0809@hotm,ail.com	**Contact Phone:**	907-229-2053

Section 2 – Event Information

Enter information regarding the specific event for which you are seeking a permit.

Event Name:	LED OPENING
Event Description: *Include planned activities, expected attendance, and attendee information. Event advertisement may be submitted to supplement your answer.*	To cater a typical LED evbent with both alcohol and food the same as what I have done at location 901 W. 6th Ave for the past 7years. Approx 200-300 people 21+ only
Full Event Address*:	420 W 3rd Ave Anchorage Ak 99501

**If the event is outside the community in which your license is located, additional information may be required.*

Event Date(s):	Oct 16, 2021	**Event Time:**	12 PM to 3 AM

The licensee, or a specified employee or agent of the licensee, must be present on the catered premises during all permit hours. Please provide the following information for the licensee, employee, or agent who will be present:

Person Present:	Robert Alexander	**Title:**	Owner

	Yes	No
1. Is this event going to take place on school grounds? (This includes the grounds of a university.) **If "Yes", you must attach authorization from the school for the service of alcohol during the event at the proposed location.**	☐	☑
2. Are you in the process of applying for a liquor license for the event location?	☐	☑
3. Is this event going to take place on the licensed premises of an existing liquor license?	☐	☑

If "Yes", please provide the license number and the reason the existing license is not being exercised for this event:

Paid By: Credit Card Cash Check Money Order

25

PAID
SEP 23 2021
DSN
43473
AMCO

SEP 27 2021

Alaska Alcoholic Beverage Control Board

Form AB-04: Caterer's Permit Application

Section 5 – Declarations and Approvals

Read each line below, and then initial in the box to the right of each statement: Initials

I certify that I am the current licensee, and that a licensee, employee, or agent will be present at the event during all hours of the permit. [RA]

I certify that I will comply with the information provided on this application and with all statutes, ordinances, and regulations pertaining to the possession and sale of alcoholic beverages, and I understand that violation of any of these laws is grounds for suspension or revocation of my liquor license and/or denial of any future permit applications. [RA]

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 permit issued. [RA]

As an applicant for a caterer's permit and holder of 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.

Robert Alexander — Signature of licensee

9/22/21 — Date

Robert Alexander

Printed name of licensee

Law Enforcement Review (must be obtained before the permit application is submitted to AMCO):

Signature of local law enforcement

32718 — Badge number

Approved [X] Denied [ ]

Bethany Zabala — Printed name of local law enforcement

9/24/2021 — Date

AMCO Review:

Approved [ ] Denied [ ]

Signature of AMCO reviewer

Date

Printed name of AMCO reviewer

Title of AMCO reviewer

AMCO Comments:

Upon review of your Facebook entries, your last day of operating at your current location was about 9-25-21. You loose your lease for where the license is now on the 30th of Sept. All the permits you have applied for are for Oct and Nov. Your original license has to be in operation before you can get permits. Please refer to 3AAC304.105, 3AAC304.195, AS04.21.080(15), AS 04.11.320(6), AS 04.11.430(b). AS 04.11.580(b)

AMCO

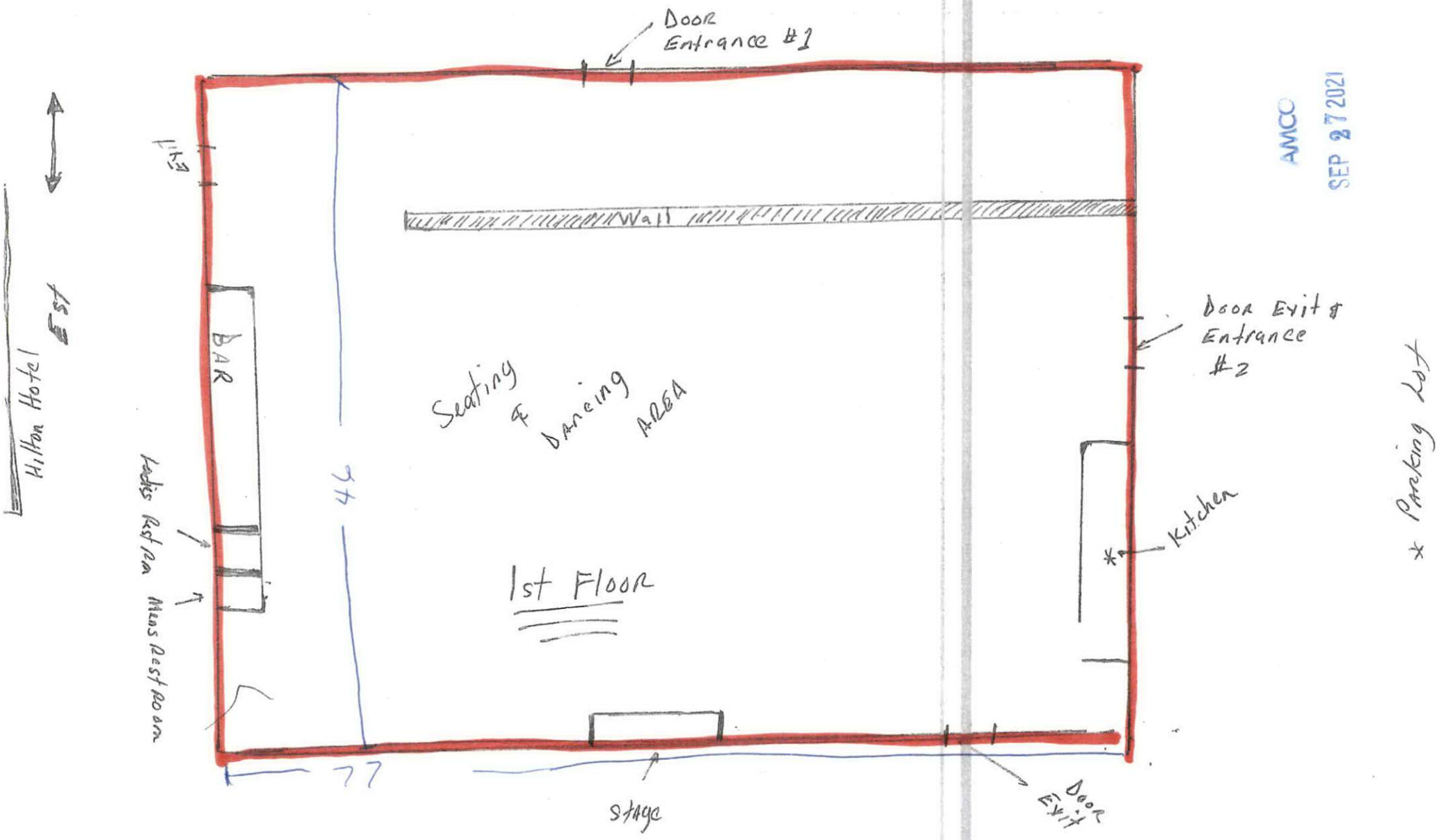
SEP 27 2021

* 420 W 3rd Ave Anchorage

* North

* Alcohol Consumption will be the entire 1st Floor premises

3rd Ave



AMCO
SEP 27 2021

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
amco.permits@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-04: Caterer's Permit Application

Eligible License Types: Beverage Dispensary **Permit Fee:** $50 per day as applicable, contact staff with questions.

Event Requirements: Must be a specific event such as a convention, picnic, social gathering, sporting event, or similar held off of the licensed premises.

Permit Restrictions: All licensed premises requirements for Beverage Dispensary licenses apply to the permitted area. Alcohol may only be provided for consumption on the permitted premises.

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Enter information for the business seeking the permit. *This should match the information that AMCO has on file for this license.*

Doing Business As:	Tei Grill	**License #:**	4531
License Type:	Beverage Dispensary	**Contact Person:**	Robert Alexander
Contact Email:	roba0809@hotm,ail.com	**Contact Phone:**	907-229-2053

Section 2 – Event Information

Enter information regarding the specific event for which you are seeking a permit.

Event Name:	LED OPENING
Event Description: *Include planned activities, expected attendance, and attendee information. Event advertisement may be submitted to supplement your answer.*	To cater a typical LED evbent with both alcohol and food the same as what I have done at location 901 W. 6th Ave for the past 7years. Approx 200-300 people 21® only
Full Event Address*:	420 W 3rd Ave Anchorage Ak 99501

**If the event is outside the community in which your license is located, additional information may be required.*

Event Date(s):	Oct 23, 2021	**Event Time:**	12 PM ☐ 3 AM ☐

The licensee, or a specified employee or agent of the licensee, must be present on the catered premises during all permit hours. Please provide the following information for the licensee, employee, or agent who will be present:

Person Present:	Robert Alexander	**Title:**	Owner

	Yes	No
1. Is this event going to take place on school grounds? (This includes the grounds of a university.) **If "Yes", you must attach authorization from the school for the service of alcohol during the event at the proposed location.**	☐	☑
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3. Is this event going to take place on the licensed premises of an existing liquor license?	☐	☑

If "Yes", please provide the license number and the reason the existing license is not being exercised for this event:

PAID
SEP 23 2021
AMCO
DSN 63473

Paid By: Credit Card Cash Check (75) Money Order

SEP 27 2021

Alaska Alcoholic Beverage Control Board

Form AB-04: Caterer's Permit Application

Section 5 – Declarations and Approvals

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I certify that I am the current licensee, and that a licensee, employee, or agent will be present at the event during all hours of the permit. [RA]

I certify that I will comply with the information provided on this application and with all statutes, ordinances, and regulations pertaining to the possession and sale of alcoholic beverages, and I understand that violation of any of these laws is grounds for suspension or revocation of my liquor license and/or denial of any future permit applications. [RA]

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 permit issued. [RA]

As an applicant for a caterer's permit and holder of 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.

Robert Alexander — 9/22/21

Signature of licensee — Date

Robert Alexander

Printed name of licensee

Law Enforcement Review (must be obtained before the permit application is submitted to AMCO):

[signature] — 32718 — Approved [X] — Denied [ ]

Signature of local law enforcement — Badge number

Bethany Zabala — 9/24/2021

Printed name of local law enforcement — Date

AMCO Review:

Approved [ ] — Denied [ ]

Signature of AMCO reviewer — Date

Printed name of AMCO reviewer — Title of AMCO reviewer

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AMCO

SEP 27 2021

* 420 W 3rd Ave Anchorage
* North
* Alcohol Consumption will be the entire 1st Floor premises
3rd Ave
Hilton Hotel
1st
Door Entrance #1
Wall
BAR
Ladies Restroom Mens Restroom
Seating & Dancing Area
1st Floor
Kitchen
Door Exit & Entrance #2
* Parking Lot
AMCO
SEP 27 2021

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
amco.permits@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

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Enter information for the business seeking the permit. *This should match the information that AMCO has on file for this license.*

Doing Business As:	Tri Grill	**License #:**	4531
License Type:	Beverage Dispensary	**Contact Person:**	Robert Alexander
Contact Email:	roba0809@hotm,ail.com	**Contact Phone:**	907-229-2053

Section 2 – Event Information

Enter information regarding the specific event for which you are seeking a permit.

Event Name:	LED OPENING
Event Description: *Include planned activities, expected attendance, and attendee information. Event advertisement may be submitted to supplement your answer.*	To cater a typical LED evbent with both alcohol and food the same as what I have done at location 901 W. 6th Ave for the past 7years. APPROX 200-300 people 21+ Only
Full Event Address*:	420 W 3rd Ave Anchorage Ak 99501

**If the event is outside the community in which your license is located, additional information may be required.*

Event Date(s):	Oct 29 & 30, 2021	**Event Time:**	12 AM ☐ 3 PM ☐

The licensee, or a specified employee or agent of the licensee, must be present on the catered premises during all permit hours. Please provide the following information for the licensee, employee, or agent who will be present:

Person Present:	Robert Alexander	**Title:**	Owner

	Yes	No
1. Is this event going to take place on school grounds? (This includes the grounds of a university.) **If "Yes", you must attach authorization from the school for the service of alcohol during the event at the proposed location.**	☐	☑
2. Are you in the process of applying for a liquor license for the event location?	☐	☑
3. Is this event going to take place on the licensed premises of an existing liquor license?	☐	☑

If "Yes", please provide the license number and the reason the existing license is not being exercised for this event:

PAID
SEP 23 2021
AMCO DSN 03473

Paid By: Credit Card Cash Check 75 Money Order

SEP 27 2021

Alaska Alcoholic Beverage Control Board

Form AB-04: Caterer's Permit Application

Section 5 – Declarations and Approvals

Read each line below, and then initial in the box to the right of each statement: Initials

I certify that I am the current licensee, and that a licensee, employee, or agent will be present at the event during all hours of the permit. RA

I certify that I will comply with the information provided on this application and with all statutes, ordinances, and regulations pertaining to the possession and sale of alcoholic beverages, and I understand that violation of any of these laws is grounds for suspension or revocation of my liquor license and/or denial of any future permit applications. RA

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 permit issued. RA

As an applicant for a caterer's permit and holder of 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.

Robert Alexander — Signature of licensee

9/22/21 — Date

Robert Alexander

Printed name of licensee

Law Enforcement Review (must be obtained before the permit application is submitted to AMCO):

Signature of local law enforcement

32718 — Badge number

Approved ☒ Denied ☐

Bethany Zabala — Printed name of local law enforcement

9/24/2021 — Date

AMCO Review:

Signature of AMCO reviewer

Date

Approved ☐ Denied ☐

Printed name of AMCO reviewer

Title of AMCO reviewer

AMCO Comments:

Upon review of your Facebook entries, your last day of operating at your current location was about 9-25-21. You loose your lease for where the license is now on the 30th of Sept. All the permits you have applied for are for Oct and Nov. Your original license has to be in operation before you can get permits. Please refer to 3AAC304.105, 3AAC304.195, AS04.21.080(15), AS 04.11.320(6), AS 04.11.430(b). AS 04.11.580(b)

AMCO

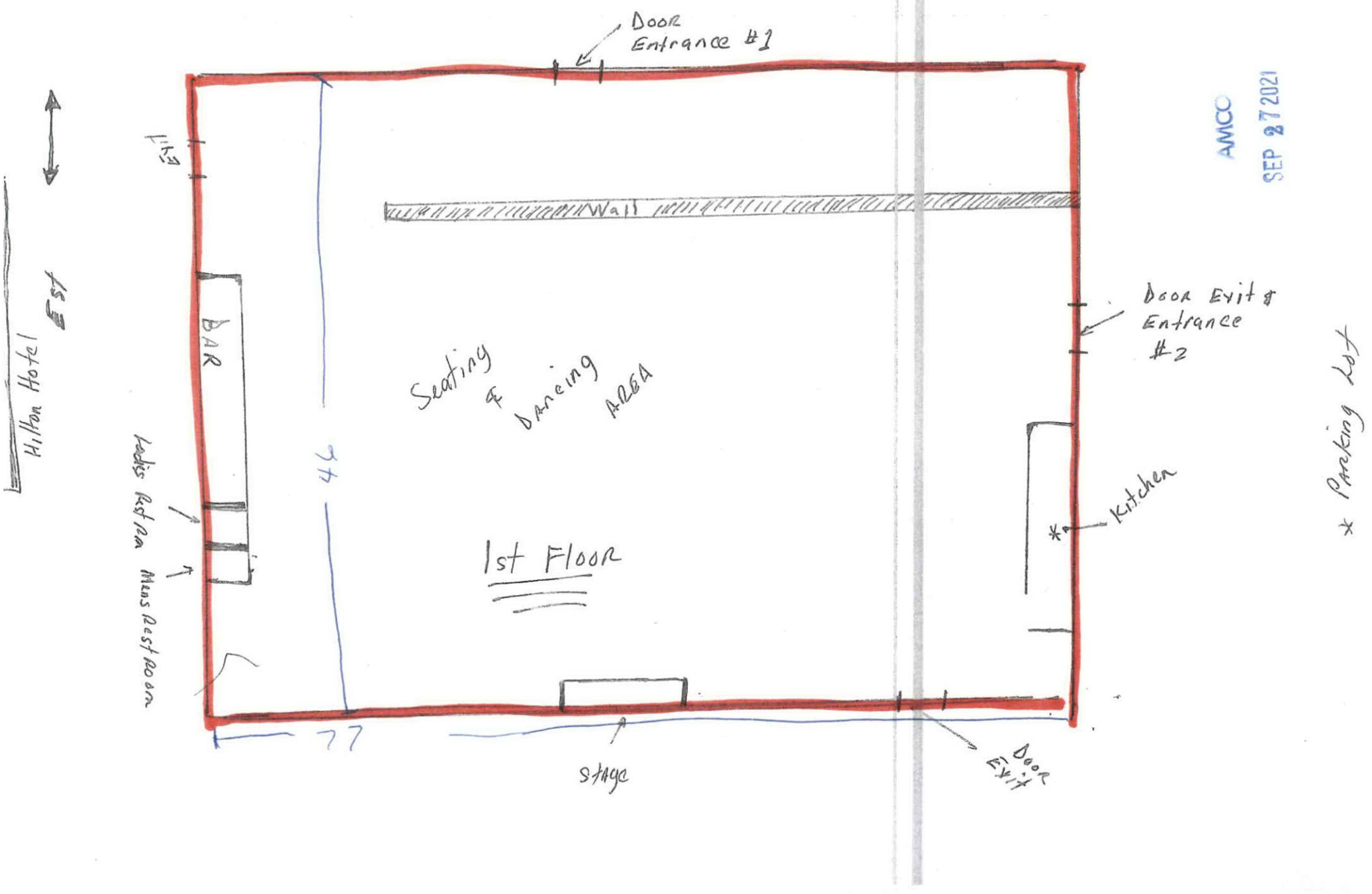
SEP 27 2021

* 420 W 3rd Ave Anchorage

* North

* Alcohol Consumption will be the entire 1st Floor premises

3rd Ave



AMCO
SEP 27 2021

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
amco.permits@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-04: Caterer's Permit Application

Eligible License Types: Beverage Dispensary **Permit Fee:** $50 per day as applicable, contact staff with questions.

Event Requirements: Must be a specific event such as a convention, picnic, social gathering, sporting event, or similar held off of the licensed premises.

Permit Restrictions: All licensed premises requirements for Beverage Dispensary licenses apply to the permitted area. Alcohol may only be provided for consumption on the permitted premises.

Section 1 – Licensee and Contact Information

Enter information for the business seeking the permit. *This should match the information that AMCO has on file for this license.*

Doing Business As:	Tri Grill	**License #:**	4531
License Type:	Beverage Dispensary	**Contact Person:**	Robert Alexander
Contact Email:	roba0809@hotm,ail.com	**Contact Phone:**	907-229-2053

Section 2 – Event Information

Enter information regarding the specific event for which you are seeking a permit.

Event Name:	LED OPENING
Event Description: *Include planned activities, expected attendance, and attendee information. Event advertisement may be submitted to supplement your answer.*	To cater a typical LED evbent with both alcohol and food the same as what I have done at location 901 W. 6th Ave for the past 7years. Appox 200-300 people 21@ only
Full Event Address*:	420 W 3rd Ave Anchorage Ak 99501

**If the event is outside the community in which your license is located, additional information may be required.*

Event Date(s):	~~Oct~~ Nov 6th, 2021	**Event Time:**	12 PM ☐ 3 AM ☐

The licensee, or a specified employee or agent of the licensee, must be present on the catered premises during all permit hours. Please provide the following information for the licensee, employee, or agent who will be present:

Person Present:	Robert Alexander	**Title:**	Owner

	Yes	No
1. Is this event going to take place on school grounds? (This includes the grounds of a university.) **If "Yes", you must attach authorization from the school for the service of alcohol during the event at the proposed location.**	☐	☑
2. Are you in the process of applying for a liquor license for the event location?	☐	☑
3. Is this event going to take place on the licensed premises of an existing liquor license?	☐	☑

If "Yes", please provide the license number and the reason the existing license is not being exercised for this event:

PAID AMCO
SEP 23 2021 SEP 27 2021
DSN
C03473

Paid By: ~~Credit Card~~ ~~Cash~~ ~~Check~~ 75 ~~Money Order~~

Alaska Alcoholic Beverage Control Board

Form AB-04: Caterer's Permit Application

Section 5 – Declarations and Approvals

Read each line below, and then initial in the box to the right of each statement: Initials

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I certify that I will comply with the information provided on this application and with all statutes, ordinances, and regulations pertaining to the possession and sale of alcoholic beverages, and I understand that violation of any of these laws is grounds for suspension or revocation of my liquor license and/or denial of any future permit applications. [RA]

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As an applicant for a caterer's permit and holder of 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.

Robert Alexander — Signature of licensee

9/22/21 — Date

Robert Alexander

Printed name of licensee

Law Enforcement Review (must be obtained before the permit application is submitted to AMCO):

Signature of local law enforcement

32718 — Badge number

Approved [X] Denied [ ]

Bethany Zabala — Printed name of local law enforcement

9/24/2021 — Date

AMCO Review:

Approved [ ] Denied [ ]

Signature of AMCO reviewer

Date

Printed name of AMCO reviewer

Title of AMCO reviewer

AMCO Comments:

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AMCO

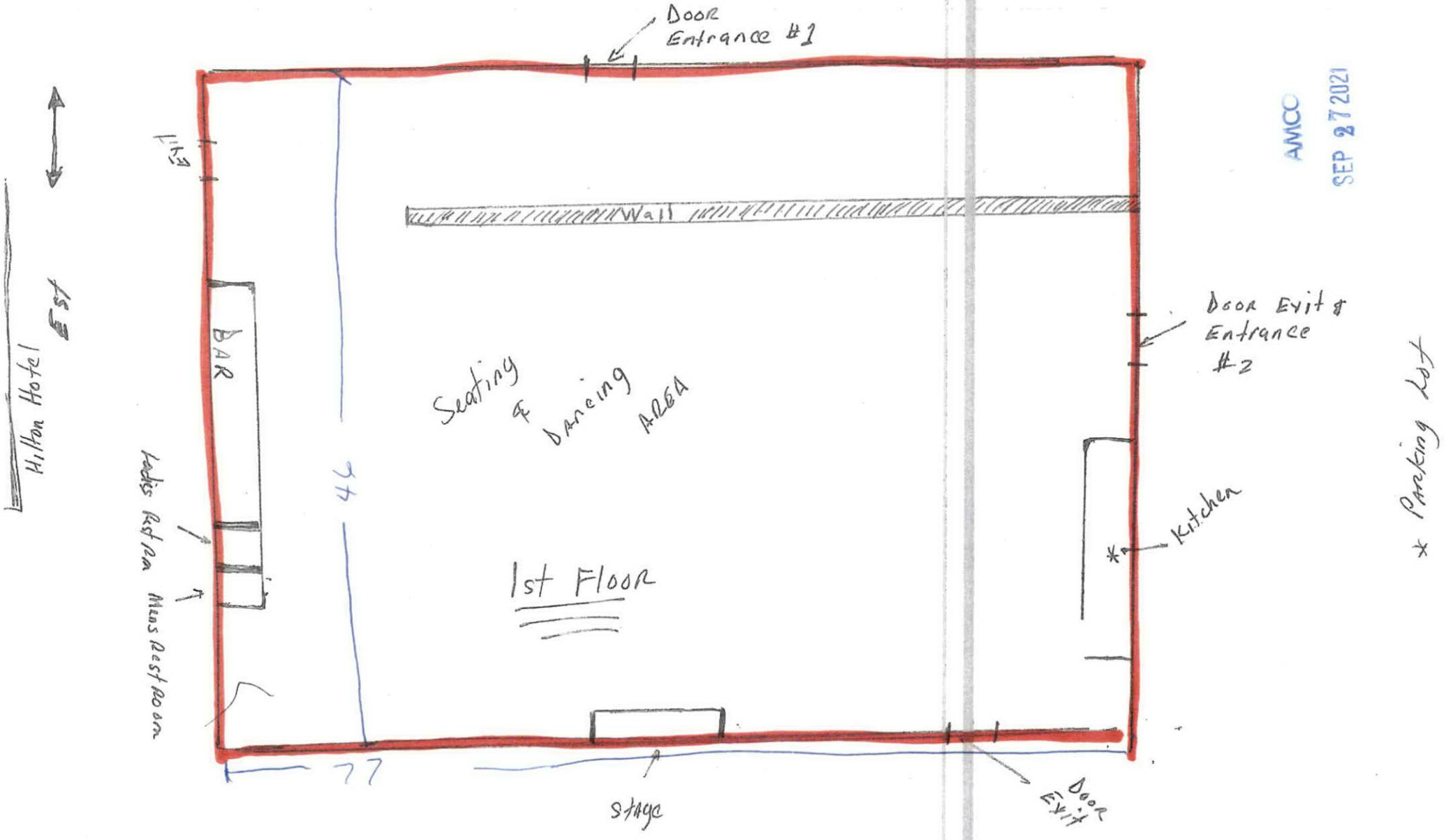
SEP 27 2021

* 420 W 3rd Ave Anchorage

* North

* Alcohol Consumption will be the entire 1st Floor premises

3rd Ave



AMCO
SEP 27 2021

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
amco.permits@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-04: Caterer's Permit Application

Eligible License Types: Beverage Dispensary **Permit Fee:** $50 per day as applicable, contact staff with questions.

Event Requirements: Must be a specific event such as a convention, picnic, social gathering, sporting event, or similar held off of the licensed premises.

Permit Restrictions: All licensed premises requirements for Beverage Dispensary licenses apply to the permitted area. Alcohol may only be provided for consumption on the permitted premises.

Section 1 – Licensee and Contact Information

Enter information for the business seeking the permit. *This should match the information that AMCO has on file for this license.*

Doing Business As:	Tri Grill	**License #:**	4531
License Type:	Beverage Dispensary	**Contact Person:**	Robert Alexander
Contact Email:	roba0809@hotm,ail.com	**Contact Phone:**	907-229-2053

Section 2 – Event Information

Enter information regarding the specific event for which you are seeking a permit.

Event Name:	LED OPENING
Event Description: *Include planned activities, expected attendance, and attendee information. Event advertisement may be submitted to supplement your answer.*	To cater a typical LED evbent with both alcohol and food the same as what I have done at location 901 W. 6th Ave for the past 7years. 200-300 people (Aprox) 21+ Only
Full Event Address*:	420 W 3rd Ave Anchorage Ak 99501

**If the event is outside the community in which your license is located, additional information may be required.*

Event Date(s):	Nov 13th 2021	**Event Time:**	12 PM ☐ 3 AM ☐

The licensee, or a specified employee or agent of the licensee, must be present on the catered premises during all permit hours. Please provide the following information for the licensee, employee, or agent who will be present:

Person Present:	Robert Alexander	**Title:**	Owner

	Yes	No
1. Is this event going to take place on school grounds? (This includes the grounds of a university.) **If "Yes", you must attach authorization from the school for the service of alcohol during the event at the proposed location.**	☐	☑
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3. Is this event going to take place on the licensed premises of an existing liquor license?	☐	☑

If "Yes", please provide the license number and the reason the existing license is not being exercised for this event:

Paid By: Credit Card Cash Check 75 Money Order

PAID
SEP 23 2021
AMCO
SEP 27 2021
DSN 603473

Alaska Alcoholic Beverage Control Board

Form AB-04: Caterer's Permit Application

Section 5 – Declarations and Approvals

Read each line below, and then initial in the box to the right of each statement: Initials

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Robert Alexander — Signature of licensee

9/22/21 — Date

Robert Alexander

Printed name of licensee

Law Enforcement Review (must be obtained before the permit application is submitted to AMCO):

Signature of local law enforcement

32718 — Badge number

Approved [X] Denied [ ]

Bethany Zabala — Printed name of local law enforcement

9/24/2021 — Date

AMCO Review:

Signature of AMCO reviewer

Date

Approved [ ] Denied [ ]

Printed name of AMCO reviewer

Title of AMCO reviewer

AMCO Comments:

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AMCO

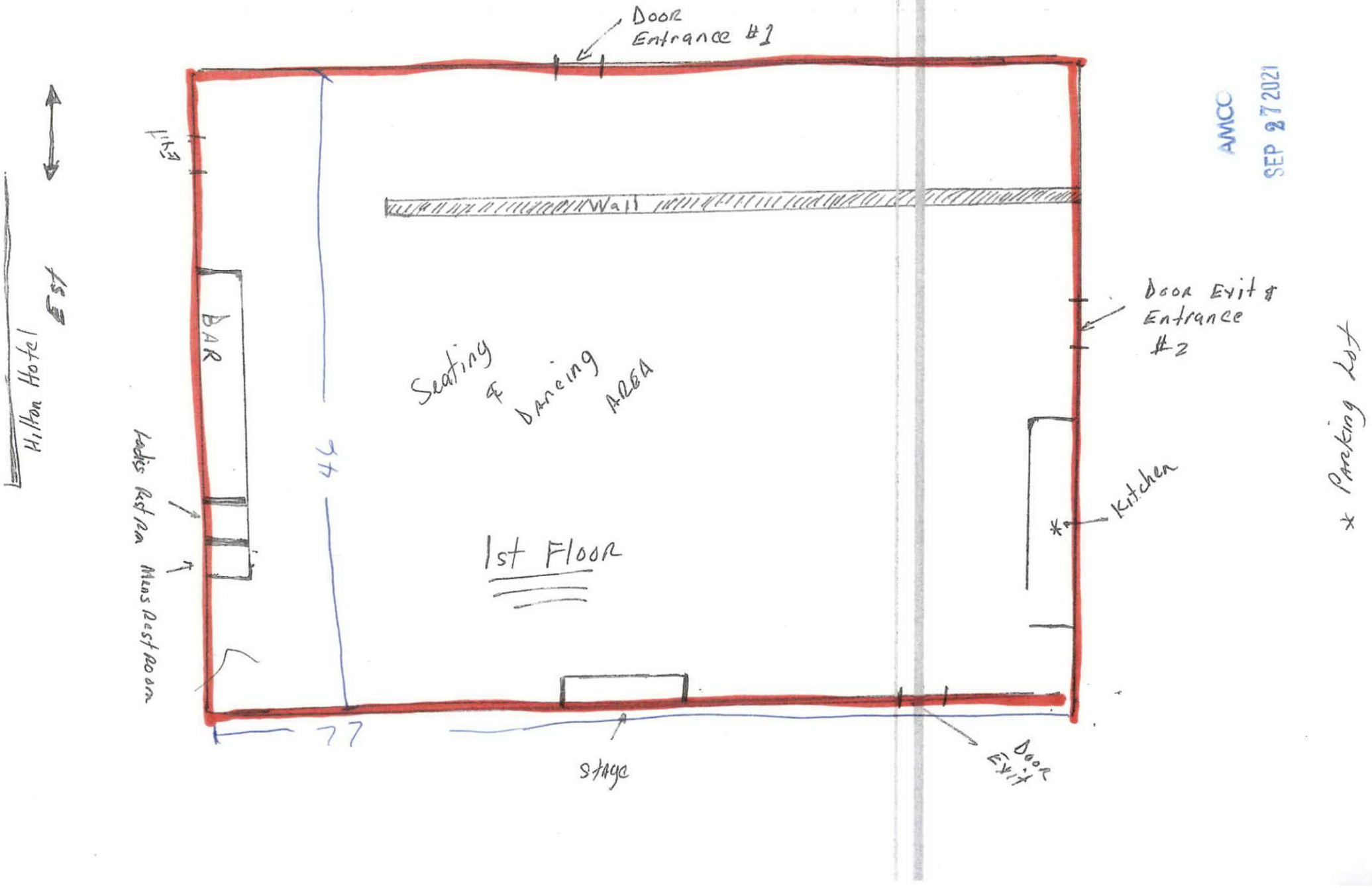
SEP 27 2021

* 420 W 3rd Ave Anchorage

* North

* Alcohol Consumption will be the entire 1st Floor premises

3rd Ave



AMCC
SEP 27 2021

Alcohol and Marijuana Control Office
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Anchorage, AK 99501
amco.permits@alaska.gov
https://www.commerce.alaska.gov/web/amco
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Alaska Alcoholic Beverage Control Board

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License Type:	Beverage Dispensary	**Contact Person:**	Robert Alexander
Contact Email:	roba0809@hotm,ail.com	**Contact Phone:**	907-229-2053

Section 2 – Event Information

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Full Event Address*:	420 W 3rd Ave Anchorage Ak 99501

**If the event is outside the community in which your license is located, additional information may be required.*

Event Date(s):	NOV 20, 2021	**Event Time:**	12 pm ☐ to 3 AM ☐

The licensee, or a specified employee or agent of the licensee, must be present on the catered premises during all permit hours. Please provide the following information for the licensee, employee, or agent who will be present:

Person Present:	Robert Alexander	**Title:**	Owner

	Yes	No
1. Is this event going to take place on school grounds? (This includes the grounds of a university.) **If "Yes", you must attach authorization from the school for the service of alcohol during the event at the proposed location.**	☐	☑
2. Are you in the process of applying for a liquor license for the event location?	☐	☑
3. Is this event going to take place on the licensed premises of an existing liquor license?	☐	☑

If "Yes", please provide the license number and the reason the existing license is not being exercised for this event:

PAID
SEP 23 2021
DSN
63423

Paid By: Credit Card Cash Check 75 Money Order

AMCO
SEP 27 2021

Alaska Alcoholic Beverage Control Board

Form AB-04: Caterer's Permit Application

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Robert Alexander — Signature of licensee

9/22/21 — Date

Robert Alexander

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Signature of local law enforcement

32718 — Badge number

Approved [X] Denied [ ]

Bethany Zabala — Printed name of local law enforcement

9/24/2021 — Date

AMCO Review:

F.R. Hamilton — Signature of AMCO reviewer

9-28-21 — Date

Approved [XXXX] Denied [ ]

FR Hamilton — Printed name of AMCO reviewer

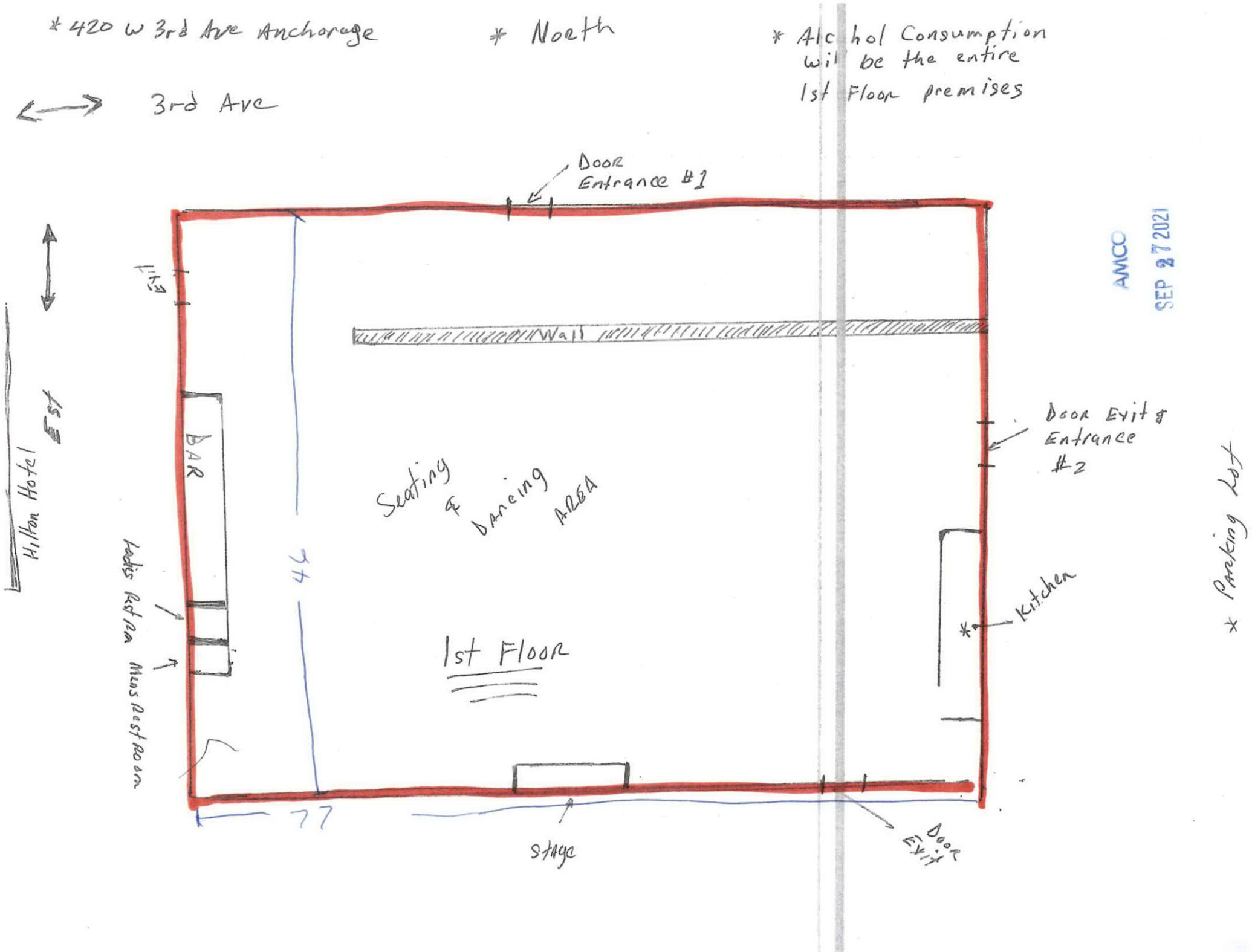
Investigator — Title of AMCO reviewer

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AMCO

SEP 27 2021


* 420 W 3rd Ave Anchorage
* North
* Alcohol Consumption will be the entire 1st Floor premises
3rd Ave
Door Entrance #1
Wall
BAR
Seating & Dancing AREA
Door Exit & Entrance #2
Kitchen
1st Floor
Ladies Restroom
Mens Restroom
74
77
Stage
Door Exit
Hilton Hotel
1st
* Parking Lot
AMCO
SEP 27 2021

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
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Alaska Alcoholic Beverage Control Board

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Section 2 – Event Information

Enter information regarding the specific event for which you are seeking a permit.

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Event Description: *Include planned activities, expected attendance, and attendee information. Event advertisement may be submitted to supplement your answer.*	To cater a typical LED evbent with both alcohol and food the same as what I have done at location 901 W. 6th Ave for the past 7years. Approx 200-300 people 21+ Only
Full Event Address*:	420 W 3rd Ave Anchorage Ak 99501

**If the event is outside the community in which your license is located, additional information may be required.*

Event Date(s):	Nov 27, 2021	**Event Time:**	12 PM ☐ 3 AM ☐

The licensee, or a specified employee or agent of the licensee, must be present on the catered premises during all permit hours. Please provide the following information for the licensee, employee, or agent who will be present:

Person Present:	Robert Alexander	**Title:**	Owner

	Yes	No
1. Is this event going to take place on school grounds? (This includes the grounds of a university.) **If "Yes", you must attach authorization from the school for the service of alcohol during the event at the proposed location.**	☐	☑
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If "Yes", please provide the license number and the reason the existing license is not being exercised for this event:

Paid By: Credit Card Cash Check 75 Money Order

PAID
SEP 23 2021
AMCO
SEP 27 2021
DSN
63+23

Alaska Alcoholic Beverage Control Board

Form AB-04: Caterer's Permit Application

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9/22/21 — Date

Robert Alexander

Printed name of licensee

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32718 — Badge number

Approved [X] Denied [ ]

Bethany Zabala — Printed name of local law enforcement

9/24/2021 — Date

AMCO Review:

F.R. Hamilton — Signature of AMCO reviewer

9-28-21 — Date

Approved [xxxxx] Denied [ ]

FR Hamilton — Printed name of AMCO reviewer

Investigator — Title of AMCO reviewer

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AMCO

SEP 27 2021

* 420 W 3rd Ave Anchorage
* North
* Alcohol Consumption will be the entire 1st Floor premises
3rd Ave
Door Entrance #1
Wall
BAR
Ladies Restroom
Mens Restroom
Hilton Hotel
1st Floor
Seating & Dancing Area
Kitchen
Door Entrance #2
Door Exit
Stage
77
74
AMCO
SEP 27 2021
* Parking lot

Exhibit J - LED Facebook page categorized as a nightclub.



Ledalaska

@ledultraloungeak · Dance & Night Club

Follow

Home Events Photos More Like Message

Ask Ledalaska

"Is anyone available to chat?" Ask

"I have a question. Can you help?" Ask

Type a question Ask

About

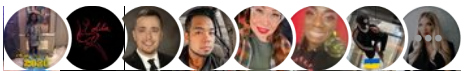
See all

420 W. 3rd Ave Anchorage, AK 99501

For information please email ledultralounge@gmail.com.

If you are trying to find the hottest and most upscale lounge in Anchorage with good music and savory dishes, come join us at L.E.D. Ultra Lounge & G... **See more**

2,710 people like this including 14 of your friends



2,768 people follow this

8,846 people checked in here

http://www.ledultralounge.com/

(907) 229-2053

Send message

Price range · $$

ledultralounge@gmail.com

Offers free Wi-Fi

Dance & Night Club

Suggest Edits

Is this the right phone number for this place?

(907) 229-2053

Yes **Unsure** **No**

Photos

See all







Exhibit K - Downtown Community Council Alcohol & Marijuana Committee LED & Neighbors Mediation Meetings Notes 7/31/19 & 9/11/19.

Downtown Community Council

Alcohol & Marijuana Committee
LED & Neighbors Mediation Meetings Notes
7/31/19 & 9/11/19

7/31/19 Attending – Robert (LED) Erick, Sue, (neighbors), Silvia (DCC)
Group talked about the concerns from the neighbors and came up with a list of items. (P = Problem) (S = Solution)

1. Parking
   P. No policing in the parking lot and people are parking at the RSD building parking and at the main parking lot adjacent to the RSD building and Sue's property. Robert is parking at the RSD parking space and Sue sees a problem with it. Sue is putting yellow cones surrounding the RSD parking to prevent people from parking.
   S. Robert will contact RSD management for permission as Robert parks there for delivery access. Sue to contact APD and/or towing company for towing of vehicles however, Sue needs a letter from RSD authorizing to call for towing. Sue will contact RSD management for letter.
2. Trash
   P. Trash and empty liquor bottles surrounding the area. There is no policing the parking lot.
   S. LED will policy the area. LED has been policing however they will do more. Dimond parking to be contacted as they are responsible for parking lot maintenance and security.
3. Noise
   P. Music loud and distributing the neighbors. Doors are open due to the extensive heat this summer. Back patio loud music Saturday and Sunday.
   S. LED has acquired a noise permit from the health department, noise monitoring after 10pm. LED will close one of the doors on the 6th avenue side or both if it's not too hot.

4. Bar Break
   P. Crowd is out of control, staying in parking lot and loud music from vehicles.
   S. At bar break LED has staff outside getting customers to move along, normally the parking lot is cleared by 3:15am to 3:20am. LED will be more diligent with crowd control. Robert will contact Dimond parking to assist with security.

9/11/19 - Attending Robert Alexander (LED), Silvia (DCC), Neighbors could not attend but I moved forward with the meeting. Robert gave an update as follows.

1. Parking – After contacting Matt at Dimond Parking, Dimond it is not the entity in charge of the parking lot, they believe it is Easy Park. Silvia gave Robert Easy Park contact information for Demetric Tuggle. Robert will be contacting them.
   Robert has contacted Tamara Rupe, and she authorize him to park at the RSD building parking area to unload merchandise or deliveries.
2. Trash – LED continues to policy the area, however about 2 weeks ago, after picking up trash of all kind. LED is now only picking up alcohol related items. Parking lot owner needs to policy that area, they need to be responsible. Robert also noted, homeless situation is all around that area, not only around LED. Robert has collected pictures of homeless people sleeping and congregating around the buildings.
3. Noise/Bar Break – Robert reported at the last meeting he had given Erick (neighbor) his personal information and to contact him directly if there were any noise issues or any concerns from him or Sue (neighbor). Erick to be the go between Robert and Sue. As of 9/11, he has not heard or received any calls from Erick.

11/30/19 - Summary:
After meetings with Bernie Lewis (owner of parking lot), Tamara Rupe (management RSD building), Matt Samuel (Dimond Parking), APD, and AMCO, Robert Alexander (LED Lounge) and Russ Reno

1. Parking Lot – It was noted, Easy Park is not connected with this parking lot. Bernie Lewis who is the manager of the parking lot contracts with Dimond Parking.
   Conclusion, parking lot will be monitored 24/7 by Dimond Parking, RSD, and Bernie Lewis (private security company). RSD will not allow any parking at the back parking lot during non-business hours. we feel this is a win for all as the parking lot security was one of the high topics of conversation.

2. Trash - will be monitored 24/7 by Dimond Parking, RSD, Bernie Lewis (private security company), trash around the parking lot and buildings was the second point of conversation. Trash will be monitored and picked up as the parking lot is being monitored by security companies and LED.
3. Noise – Not applicable, this issue was dealt with right away by LED.
4. Bar Break – Neighbors will be communicating with Robert Alexander via personal cellular phone, in the event there are issues that need immediate attention. LED will keep monitoring their building and parking lot at bar break for crowd control and in getting customers to clear the area fast and safe.

- Anchorage Police Department did not have any nugatory report on LED.
- Alcohol, Marijuana Control Office no Notices of Violations noted. However, complaint was received from neighbor.
- RSD will be installing security lights and cameras back of their building. It was determined by RSD no after hours parking will be allowed at the back of their building.

In conclusion, this process may not stop citizens from protesting the license at renewal, however we know the Downtown Community Council A&M Committee worked hard to get neighbors together in order to work on the issues or complaint/s. I would like to thank Russ Reno, Tamara Rupe, Bernie Lewis, Matt Samuel, Robert Alexander, Anchorage Police Department, AMCO and LED neighbors for their involvement in this process in good faith and with the intent for problems or situations to be discussed and resolved through collaboration.

Exhibit L - AR 2020-103 A Resolution of the Anchorage Municipal Assembly regarding the State of Alaska application for the renewal of a Beverage Dispensary-Duplicate Liquor License #4551 for Robert Alexander dba LED Ultra Lounge & Grill located at 901 W 6th., Anchorage, AK 99501, and authorizing the Municipal Clerk to take certain action and AR 2020-104 A Resolution of the Anchorage Municipal Assembly regarding the State of Alaska application for the renewal of a Beverage Dispensary Liquor License #4531 for Robert Alexander dba LED Ultra Lounge & Grill located at 901 W 6th., Anchorage, AK 99501, and authorizing the Municipal Clerk to take certain action.

Municipal Clerk's Office
Approved
Date: April 14, 2020

Submitted by: Assembly Chair Dunbar, Assembly Vice-Chair Weddleton and Public Safety Committee Co-Chairs Dyson and Petersen
Prepared by: Municipal Clerk's Office
For reading: April 14, 2020

ANCHORAGE, ALASKA
AR No. 2020–104

A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY REGARDING THE STATE OF ALASKA APPLICATION FOR THE RENEWAL OF BEVERAGE DISPENSARY-DUPLICATE LIQUOR LICENSE #4552 FOR ROBERT ALEXANDER DBA L.E.D. ULTRA LOUNGE & GRILL LOCATED AT 901 W 6TH AVE., ANCHORAGE, AK 99502, AND AUTHORIZING THE MUNICIPAL CLERK TO TAKE CERTAIN ACTION.

(Downtown Community Council)

WHEREAS, Robert Alexander has made an application with the Alaska Alcohol and Marijuana Control Office (AMCO), for consideration by the Alcoholic Beverage Control (ABC) Board, and has paid the required fee for the renewal of beverage dispensary-duplicate liquor license #4552 to be used for L.E.D. Ultra Lounge & Grill, located at 901 W 6th Ave., Anchorage, Alaska, 99502; and

WHEREAS, the Municipal Clerk reports the following status concerning this location:

1. Any ABC Board violations and/or incidents on file that would lead to an ABC Board violation are attached; and

2. There are no taxes owing to the Municipality of Anchorage; and

3. Special Land Use Permit, required by AMC 21.03.040C4.a., **has been approved**; and

4. Certifications from the Building Safety Official, Land Use Enforcement and the Anchorage Fire Department **have been received**; and

5. Certification from the Anchorage Health Department **has not been received**; and

6. The Municipal Clerk's Office received public comments regarding public safety and concerns which are attached; and

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

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

WHEREAS, the Anchorage Municipal Clerk received a copy of this application on March 6, 2020 and has determined that the last day for the Assembly to file a protest is May 5, 2020; and

WHEREAS, this resolution sets the public hearing on the protest of the renewal of liquor license, #4551, for April 14, 2020; and

WHEREAS, 10 day notice of the public hearing has been given to the applicant and the Spenard Community Council as required by AMC 2.30.120. and AS 04.21.010(d); and

WHEREAS, the Assembly Meeting on April 28, 2020 is the last scheduled regular meeting of the Anchorage Assembly prior to the expiration of the protest period; and

WHEREAS, the Assembly has provided the liquor licensee the opportunity to defend the renewal application, has considered the testimony and evidence relevant to this liquor license, and has considered the options of either protesting or waiving protest and requesting the ABC Board impose conditions.

NOW, THEREFORE, the Anchorage Assembly resolves:

Section 1. The Anchorage Assembly finds the applicant and the Downtown Community Council were given notice and a hearing was properly held April 14, 2020 for purposes stated herein with relevant evidence presented as indicated in the public records maintained by the Municipal Clerk.

Section 2. Per Anchorage Municipal Code section 2.30.125, in the exercise of its powers and under AS 04.11.480 and 3 AAC 304.145 to protest issue, renewal and transfer of alcoholic beverage licenses within the municipality, the assembly shall consider whether the proposed license meets the factors and standards set forth in that section, and those potentially relevant, pending the public hearing, to the renewal application for license #4552 are listed below.

A. After review of the application and all relevant information, the Assembly finds that **(only check items that apply)**:

- ☐ Training. The applicant cannot demonstrate prospective or continued compliance with a liquor server awareness training program approved by the state alcoholic beverage control board, such as or similar to the program for techniques in alcohol management (T.A.M.). Until such plan is approved, training by a licensee's employees in the T.A.M. shall constitute compliance with this section. (This subsection is effective December 1, 1985.)
- ☐ Operations procedures. The applicant cannot demonstrate prospective or continued compliance with operations procedures for licensed premises set forth in section 10.50.035.
- ☐ Public safety. The operator cannot demonstrate the ability to maintain order and prevent unlawful conduct in licensed premises. In determining the operator's demonstrated ability to maintain order and prevent unlawful conduct, the assembly has considered police reports, testimony presented before the assembly, written comments submitted prior to or during the public hearing, and other evidence deemed to be reliable and relevant to the purpose of this subsection. For purposes

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of this section and section 10.50.035 the term "licensed premises" shall include any adjacent area under the control or management of the licensee.

☐ Public health. The operator has engaged in a pattern of practices injurious to public health or safety, such as providing alcohol to minors or intoxicated persons, committing serious violations of state law relevant to public health or safety, or other actions within the knowledge and control of the operator which place the public health or safety at risk. The assembly has considered criminal convictions, credible proof of illegal activity even if not prosecuted, police reports, testimony presented before the assembly, written comments submitted prior to or during the public hearing, and other evidence deemed to be reliable and relevant to the purpose of this subsection.

Section 3. Per AMC subsection 2.30.120F.2., in the exercise of its rights under AS 04.11.480(c), based on the evidence and information provided, and based on the findings in Section 2, the Assembly respectfully requests that the Alcoholic Beverage Control Board impose the following conditions, if any are listed, on liquor license #4552:

Section 4. The Anchorage Assembly hereby enters its **CONDITIONAL PROTEST** for the renewal of beverage dispensary-duplicate liquor license, #4552, until this condition is met:

- Certification from the Anchorage Health Department has been received.

Section 5. A copy of this Assembly Resolution may be presented to AMCO as proof that the Anchorage Assembly, as the local governing body, has stated its protest in order to allow the Director of AMCO to hold processing of the renewal of beverage dispensary-duplicate liquor license, #4552 under local protest, until the Director receives confirmation from the Municipal Clerk that the condition in Section 1 have been met, and this protest is lifted as authorized by this Assembly Resolution.

Section 6. The Anchorage Assembly hereby authorizes the Municipal Clerk, upon confirmation that all conditions in Section 1 have been met, to provide written notification to AMCO that this protest is lifted without further action by the Assembly.

PASSED AND APPROVED by the Anchorage Assembly this 14th day of April, 2020.

DocuSigned by:
Forrest Dunbar
8C33765CD5D3437...
Chair

ATTEST:

DocuSigned by:
Barbara A. Jones
D968C7461BE245A...
Municipal Clerk

THE STATE of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community, and Economic Development
ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

March 6, 2020

Municipality of Anchorage
Via Email: munilicenses@muni.org

Re: Notice of 2020/2021 Liquor License Renewal Applications

We have received the renewal applications for each license listed below (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

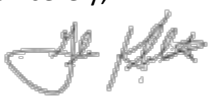
License #	DBA	License Type
1691	Silk	Restaurant/Eating Place
10	Al's Alaskan Inn	Beverage Dispensary - Tourism
51	American Legion Post #1	Club
135	Last Frontier Bar	Beverage Dispensary
402	Flight Deck Bar/Arctic Inn	Beverage Dispensary - Tourism
1036	Slippery Salmon Bar & Grill	Beverage Dispensary
1494	35 + Singles Club	Club
1625	Firetap Alehouse Rest. Tikahtnu Commons	Beverage Dispensary
1632	Jack Sprat	Restaurant/Eating Place
2636	Guido's Pizza	Restaurant/Eating Place
2988	Little Italy Restaurante	Beverage Dispensary
3906	Fred Meyer - Dimond #71	Package Store
3971	Moose's Tooth Pub & Pizzeria	Beverage Dispensary
4108	Fred Meyer Muldoon #18	Package Store
4160	Fred Meyer #656	Package Store
4186	Fred Meyer #668	Package Store
4377	Growlers, Whiskey and Wine	Package Store
4531	Tri-Grill	Beverage Dispensary
4545	McGinleys Alaskan Pub	Beverage Dispensary
4551	L.E.D Ultra Lounge & Grill	Beverage Dispensary - Duplicate
4552	L.E.D Ultra Lounge & Grill	Beverage Dispensary - Duplicate
4774	Embassy Suites Anchorage	Beverage Dispensary - Tourism
4820	Crush Bottle Shop	Package Store
5121	Silver Gulch Brewing and Bottling	Package Store
5131	Silver Gulch Brewing & Bottling	Beverage Dispensary - Tourism
5190	Xalos Grill	Restaurant/Eating Place

5316	The Red Chair Cafe	Restaurant/Eating Place
5324	BurgerFi	Restaurant/Eating Place
5427	Double Shovel Cider Company	Winery
5448	Firetap	Package Store
5453	BurgerFi, Creekside Mall	Restaurant/Eating Place
5463	Marco T's Pizzeria	Restaurant/Eating Place
5551	Fried Rice Express Asian Cuisine	Restaurant/Eating Place
5648	49th State Spirits and Gifts	Package Store
5714	The Odom Corporation	Wholesale - General
5718	Charlou	Restaurant/Eating Place

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 written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,



Glen Klinkhart, Interim Director
amco.localgovernmentonly@alaska.gov

Alcohol and Marijuana Control Office
550 W 7th 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-17: 2020/2021 Renewal License Application

What is this form?

This renewal license application form is required for all individuals or entities seeking to apply for renewal of an existing liquor license that are is due to renew by December 31, 2019. All fields of this form must be complete and correct, or the application will be returned to you in the manner in which it was received, per AS 04.11.270 and 3 AAC 304.105. The Community Council field only should be verified/completed by licensees whose establishments are located within the Municipality of Anchorage or outside of city limits within the Matanuska-Susitna Borough.

This form must be completed and submitted to AMCO's main office before any license renewal application will be reviewed. Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees that an application will be considered complete, or that a license will be renewed.

Section 1 – Establishment and Contact Information

Enter information for the business seeking to have its license renewed. If any populated information is incorrect, please contact AMCO.

Licensee:	Robert Alexander	**License #:**	4552
License Type:	Beverage Dispensary - Duplicate		
Doing Business As:	L.E.D Ultra Lounge & Grill		
Premises Address:	901 W 6th Avenue		
Local Governing Body:	Municipality of Anchorage		
Community Council:	Downtown		

Mailing Address:	8100 Sky Mt Ln				
City:	Anchorage	**State:**	Ak	**ZIP:**	99502

Enter information for the individual who will be designated as the primary point of contact regarding this application. This individual must be a licensee who is required to be listed in and authorized to sign this application.

Contact Licensee:	Robert Alexander	**Contact Phone:**	229-2053
Contact Email:	roba@gci.net		

Optional: If you wish for AMCO staff to communicate with an individual who is not a licensee named on this form (eg: legal counsel) about this application and other matters pertaining to the license, please provide that person's contact information in the fields below.

Name of Contact:		**Contact Phone:**	
Contact Email:			

Alaska Alcoholic Beverage Control Board

Form AB-17: 2020/2021 Renewal License Application

Section 2 – Entity or Community Ownership Information

Licensees who directly hold a license as an individual or individuals should skip to Section 3. General partnerships and local governments should skip to the second half of this page. All licensees that are **corporations** or **LLCs** must complete this section. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations, Business & Professional Licensing (CBPL). The CBPL Entity # below is **neither** your EIN/tax ID number, **nor** your business license number. **You may view your entity's status or find your CBPL entity number by vising the following site: https://www.commerce.alaska.gov/cbp/main/search/entities**

Alaska CBPL Entity #:	

You must ensure that you are able to certify the following statement before signing your initials in the box to the right: Initials

I certify that this entity is in good standing with CBPL and that all current entity officials and stakeholders (listed below) are also currently and accurately listed with CBPL. ☐

This subsection must be completed by any **community** or **entity**, including a corporation, limited liability company, partnership, or limited partnership, that is applying for renewal. If more space is needed, please attach additional completed copies of this page.

- If the applicant is a **corporation**, the following information must be completed for each ***shareholder 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.***

Important Note: The information provided in the below fields (including spelling of names, specific titles, and percentages held) must match that which is listed with CBPL. If one individual holds multiple titles mentioned in the bullets above, all titles must be listed for that individual on this application and with CBPL. Failure to list all required titles constitutes an incomplete application. **You must list ALL of your qualifying officials, additional copies of this page or a separate sheet of paper may be submitted if necessary.**

Name of Official:					
Title(s):		Phone:		% Owned:	
Mailing Address:					
City:		State:		ZIP:	

Name of Official:					
Title(s):		Phone:		% Owned:	
Mailing Address:					
City:		State:		ZIP:	

Name of Official:					
Title(s):		Phone:		% Owned:	
Mailing Address:					
City:		State:		ZIP:	

Alaska Alcoholic Beverage Control Board

Form AB-17: 2020/2021 Renewal License Application

Section 3 – Sole Proprietor Ownership Information

Entities, such as corporations or LLCs, should skip this section. This section must be completed by any licensee who directly holds the license as an **individual or multiple individuals** and is applying for license renewal. If more space is needed, please attach a separate sheet that includes all of the required information.
The following information must be completed for each licensee and each affiliate.

This individual is an: ☑ applicant ☐ affiliate

Name:	Robert Alexander		**Contact Phone:**	229-2053	
Mailing Address:	8100 Sky Mt Ln				
City:	Anchorage	**State:**	AK	**ZIP:**	99502
Email:	roba@gci.net				

This individual is an: ☐ applicant ☐ affiliate

Name:			**Contact Phone:**		
Mailing Address:					
City:		**State:**		**ZIP:**	
Email:					

Section 4 – Alcohol Server Education

This section must be completed only by the holder of a beverage dispensary, club, or pub license or conditional contractor's permit. The holders of all other license types should skip to Section 5.

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

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of a patron have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, as set forth in AS 04.21.025 and 3 AAC 304.465. RA

Section 5 – License Operation

Check a single box for each calendar year that best describes how this liquor license was operated:	2018	2019
The license was regularly operated continuously throughout each year.	☑	☑
The license was regularly operated during a specific season each year.	☐	☐
The license was only operated to meet the minimum requirement of 240 total hours each calendar year. *If this box is checked, a complete copy of Form AB-30: Proof of Minimum Operation Checklist, and all necessary documentation must be provided with this application.*	☐	☐
The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both of the calendar years. *If this box is checked, a complete copy of Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated for at least the minimum requirement, unless a complete copy of the form (including fees) has already been submitted for that year.*	☐	☐

Alaska Alcoholic Beverage Control Board

Form AB-17: 2020/2021 Renewal License Application

Section 6 – Violations and Convictions

Applicant violations and convictions in calendar years 2018 and 2019:	Yes	No
Have any notices of violation (NOVs) been issued for **this license** in the calendar years 2018 or 2019?	☐	☑
Has any person or entity named in this application been convicted of a violation of Title 04, of 3 AAC 304, or a local ordinance adopted under AS 04.21.010 in the calendar years 2018 or 2019?	☐	☑

If "Yes" to either of the previous two questions, attach a separate page to this application listing all NOVs and/or convictions.

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 current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.	RA
I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name or the ownership (including officers, managers, general partners, or stakeholders) from what is currently approved and on file with the Alcoholic Beverage Control Board.	RA
I certify on behalf of myself or of the organized entity 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.	RA

As an applicant for a liquor license renewal, 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. I agree to provide all information required by the Alcoholic Beverage Control Board or AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned to me as incomplete.

Robert Alexander
Signature of licensee

Robert Alexander
Printed name of licensee

Signature of Notary Public

Notary Public in and for the State of Alaska.

My commission expires: July 26, 2022

Subscribed and sworn to before me this 27th day of February, 20 20.

ANDREA ORNELAS-REYES NOTARY PUBLIC MY COMMISSION EXPIRES JULY 26, 2022 STATE OF ALASKA

Seasonal License? Yes ☐ No ☒

If "Yes", write your six-month operating period: _____

License Fee:	$ 2500.00	**Application Fee:**	$ 300.00	**TOTAL:**	**$ 2800.00**
Miscellaneous Fees:				LATE	500
GRAND TOTAL (if different than TOTAL):					3300

APD Calls for Service Report.

Calls For Service (CFS): 901 W 6th Avenue / LED Ultra Lounge			
(Filtered out cancelled calls, duplicate records and traffic stops that did not appear to originate at address)			
Final Call Type	**2018**	**2019**	**Total**
Assault	1	2	3
Assault With A Weapon		1	1
Burglary		1	1
Community Policing	8	6	14
Disorderly Conduct	1		1
Disturbance	12	12	24
Disturbance With A Weapon		3	3
Drunk Transport	1		1
DV Violation	1		1
DWI		1	1
Eluding		1	1
Follow Up		2	2
General Locate	1		1
Liquor Law Violation		2	2
Misconduct Involving A Weapon	1	1	2
Noise Complaint		3	3
Officer Hailed		1	1
Parking Problem/Over 24		2	2
Resisting Arrest		1	1
Security Check	8	5	13
Subject Stop	15	20	35
Threats		1	1
Vehicle In Distress		1	1
Warrant Service		2	2
Welfare Check	4	3	7
Grand Total	**53**	**71**	**124**

Bryan Morberg
Crime Analyst
Anchorage Police Department
716 W 4th Ave, Anchorage, AK 99501
Office: (907) 786-8698
bryan.morberg@anchorageak.gov

From:	Sue Rieckmann
To:	!MAS Assembly Members
Cc:	downtown.council@gmail.com
Subject:	2 LED nightclub Alley
Date:	Friday, November 22, 2019 11:07:48 AM

Phot attached

8/24/19

Can you see the girl laying in the alley ?
She was in the LED parking lot screaming around 2 a.m.. I went out, screaming stopped.
2:15 a.m., girl again screaming, this time from the alley behind LED. Falling off her high heels, she walked past my house. I watched her as she bent over as if to puke behind the Voyager hotel. Then she went down flat in the alley. If I hadn't seen her go down, I wouldn't see her at all in the dark.
I called 311, line busy. While on hold, I called the Downtown Partnership. Wasn't sure if they'd come quickly. I then called the Voyager, who sent security from the Captain Cook. DP and CC dealt with her.
It shouldn't be me and everyone else dealing with these kind of issues on the nights when LED is open.
I was highly stressed because of the way that the bar crowd speeds through the alley and parking lots at bar break. She could have easily been run over in the dark. She was not visible.
She had high heels on. Not the usual attire for the homeless. She was in the parking lot used by LED customers on a Saturday morning at 2 a.m. A lot that sits empty on the 5 nights when the bar is not open. Later she was walking down the alley from behind LED.
Security is needed outside LED where their customers park.

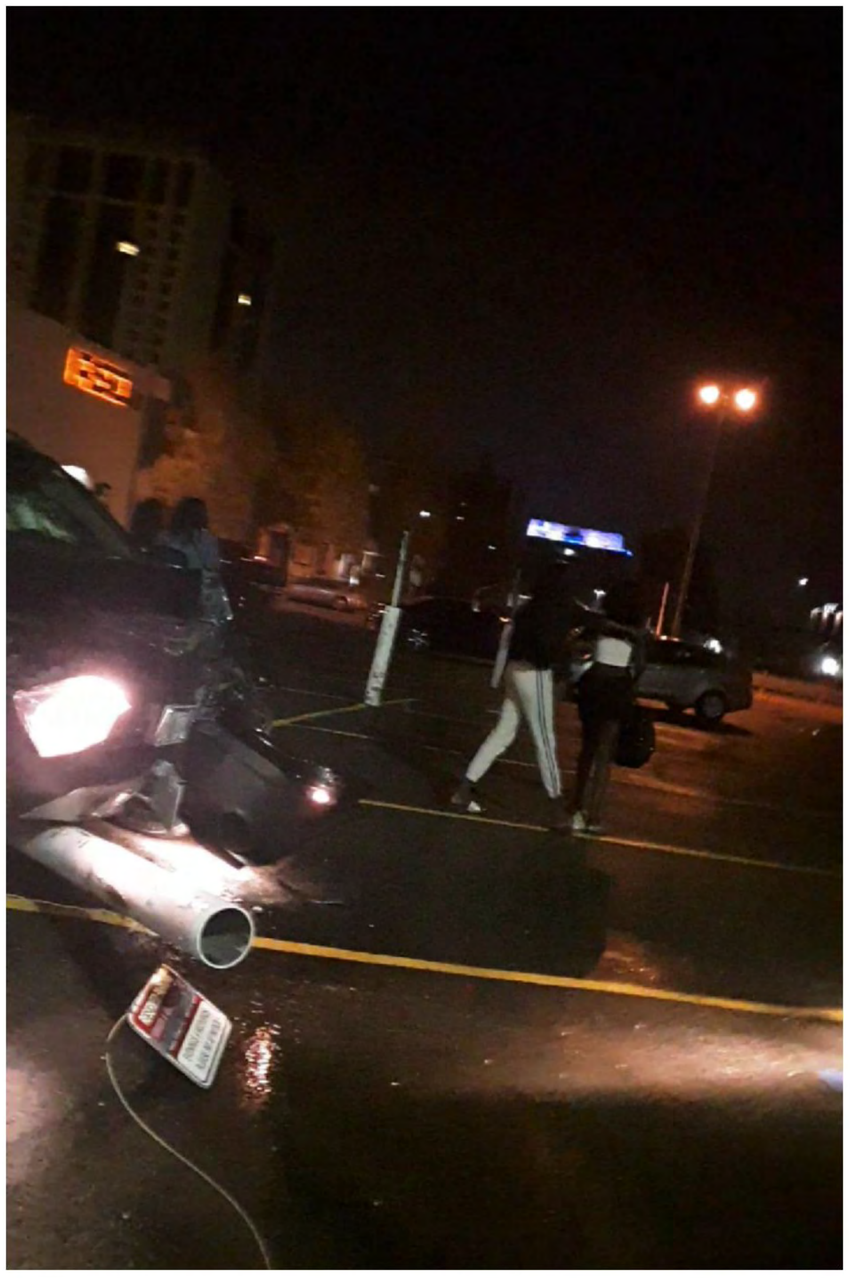
Sue Rieckmann
923 1/2 w. 6th ave.
277 2080

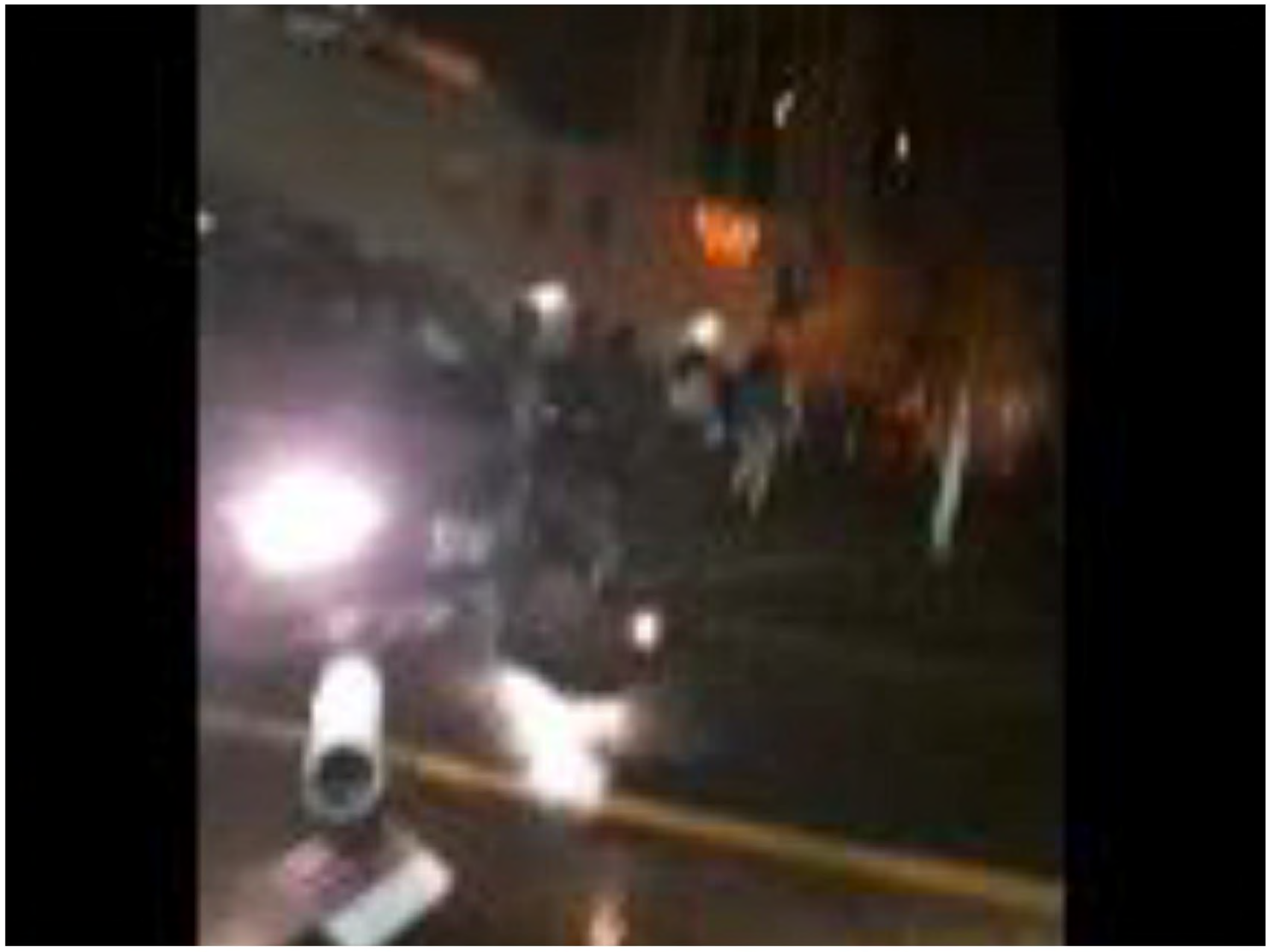


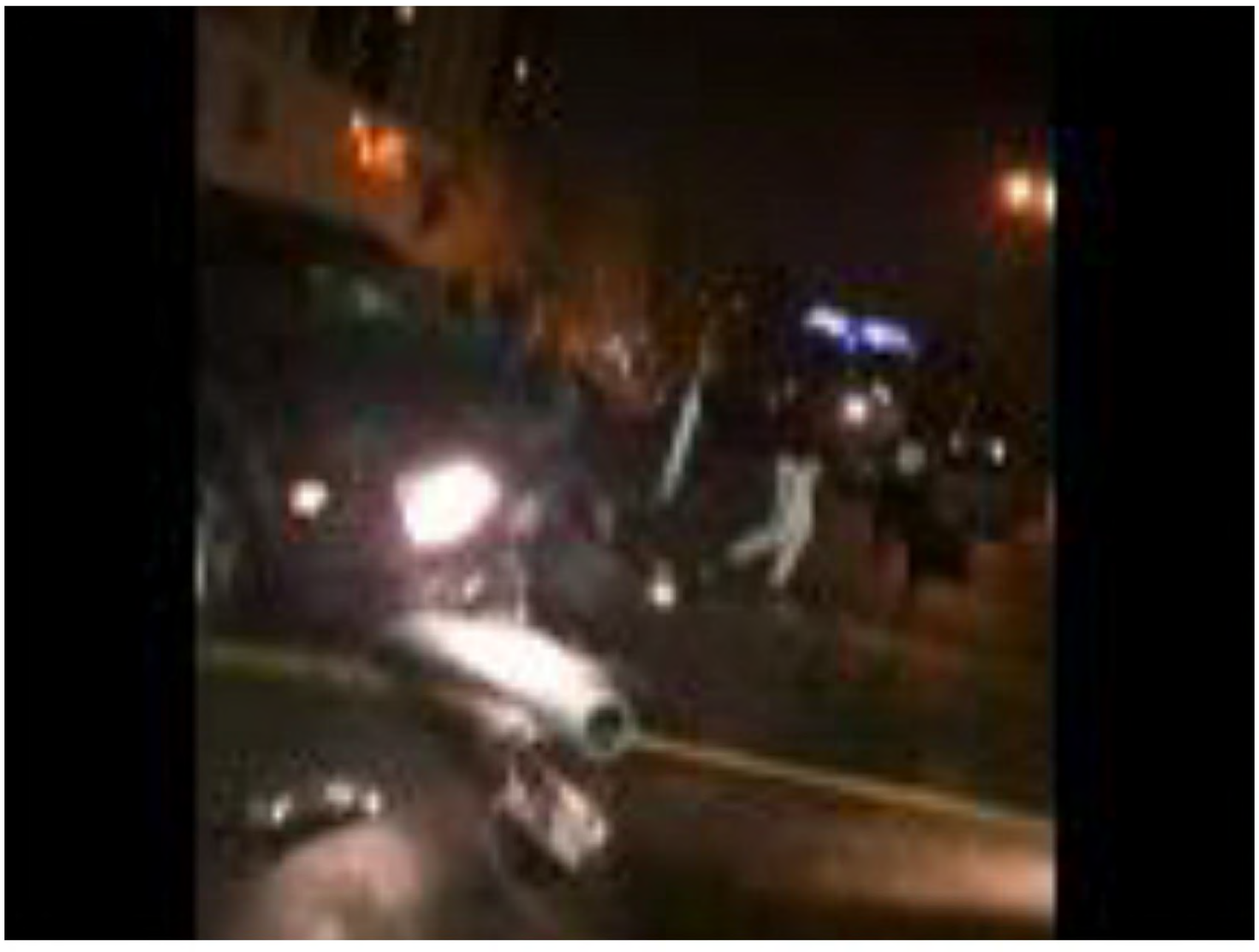
From: Sue Rieckmann
To: !MAS Assembly Members
Cc: downtown.council@gmail.com
Subject: Drunk driver LED parking lot property damage
Date: Friday, November 22, 2019 11:19:07 AM

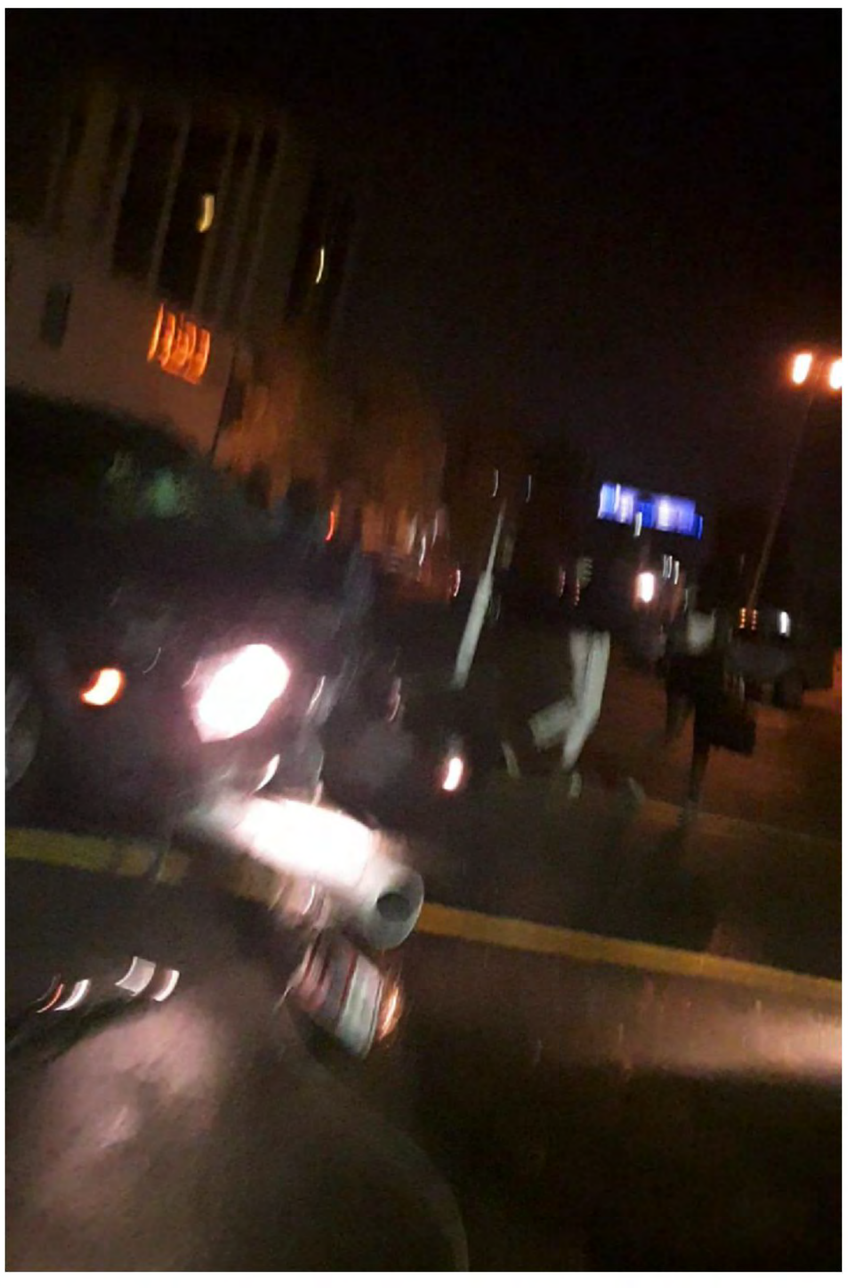
Subject: Drunk driver LED parking lot
August 31, 2019
video attached
18 year old drunk driver at bar break from LED nightclub, 3:15 a.m. Blew twice the legal limit. Took out a 6 ft. Metal pole along with pavement. No security. 10 young ladies outside my house screaming at each other. None of them called the police.
I had to go outside and video and call the police.
Security is needed where the bar patrons park. It shouldn't be up to me to deal with this and suffer the consequences.

Sent from my Verizon, Samsung Galaxy smartphone









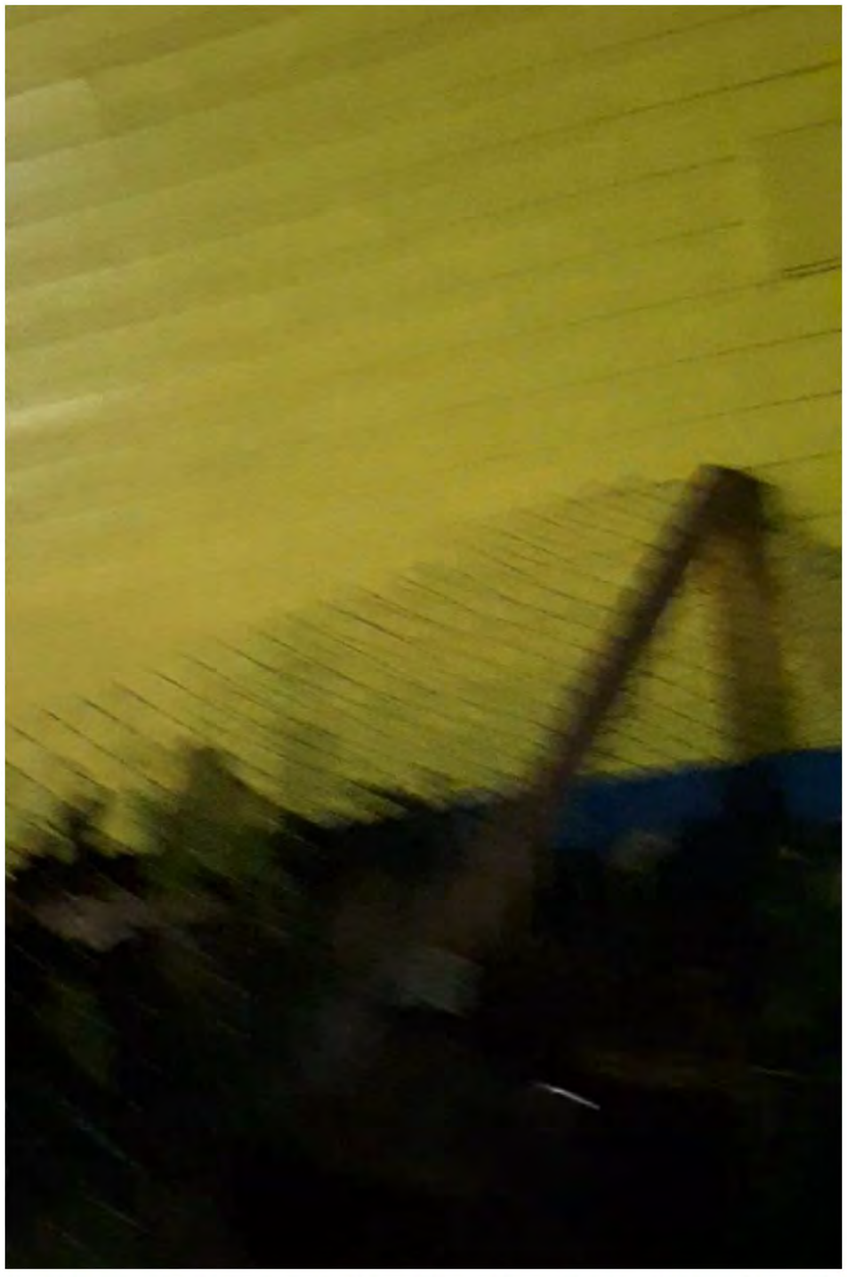
From: Sue Rieckmann
To: !MAS Assembly Members
Cc: downtown.council@gmail.com
Subject: Fwd: Fence damage
Date: Friday, November 22, 2019 12:39:58 PM

Fence at my house upended with the cement blocks on their sides and cedar posts slammed into my house. 2 a.m. LED Parking lot. One man and 3 women walking toward LED, yelling at me and laughing, leaving me to fix it. Imagine the noise from 2 4x4 posts hitting my wooden house at 2 a.m., not knowing what happened without running outside barefoot, seeing property damage for no reason, and having these lovely young people laughing and yelling at you. This has happened 4 times at different parts of the fence, bending metal posts and breaking cement blocks. I have an audio of what my break down sounds like because my hands were shaking too much to have a clear video. I can't put up a proper fence that can be climbed on, it can't be a wooden fence that they drive through, it can't be a solid fence because then they stash their backpacks and bottles behind it. This fence is up to keep the bar crowd from urinating on every surface of my home, which is what they did before the fence. It is the only reason that I put the fence up. Now they urinate on the fence and planters and ground around my house to the point that it is a permanent smell.

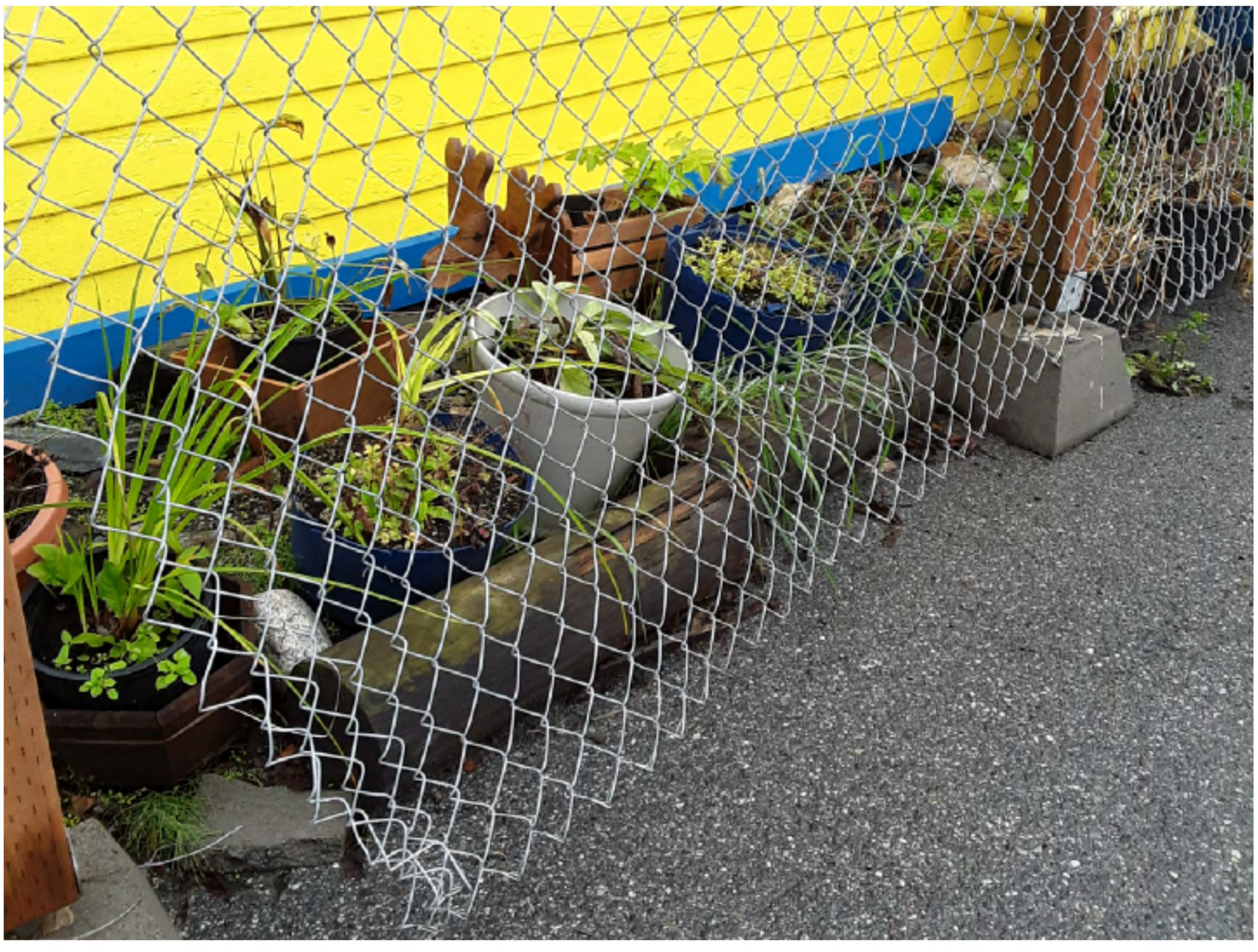
Security in the parking lot that LED uses needs to be required.

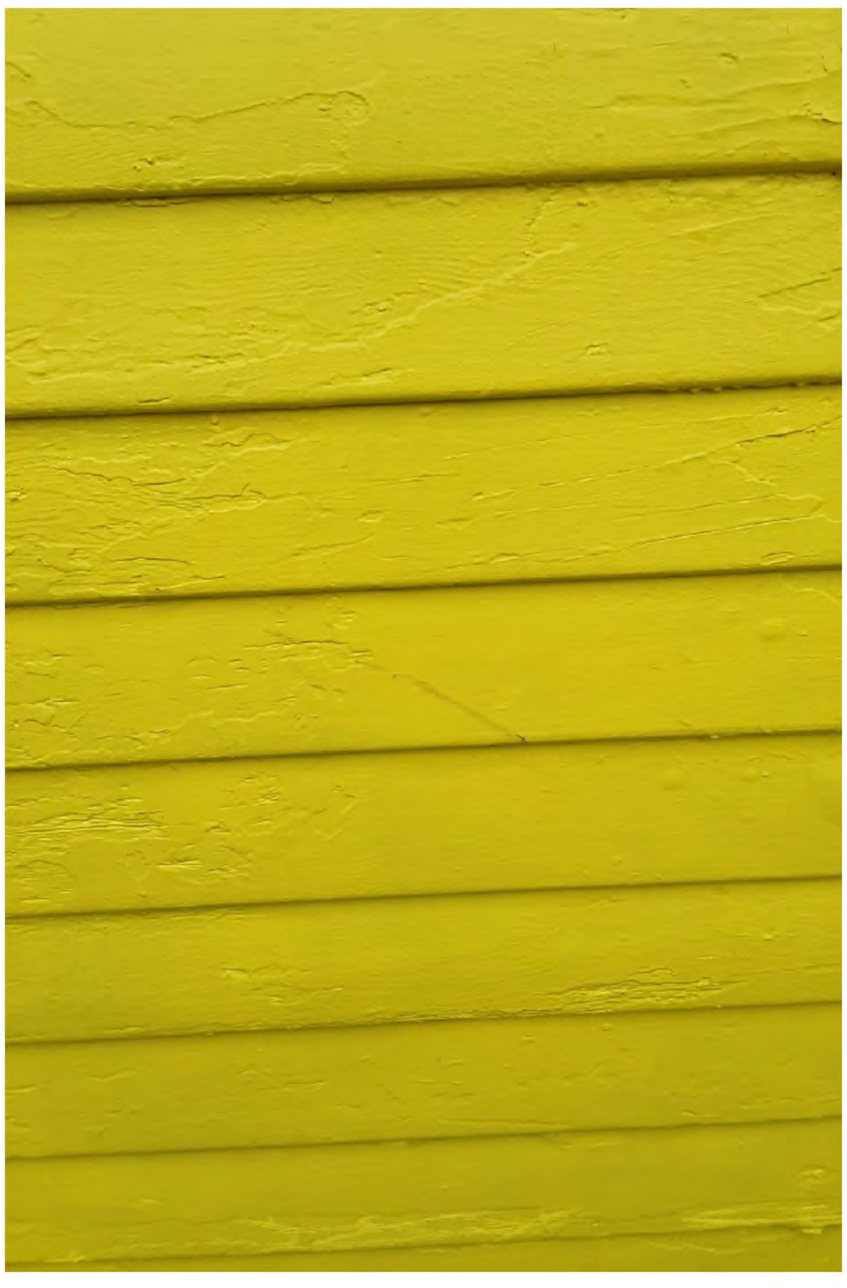
Sue Rieckmann

Sent from my Verizon, Samsung Galaxy smartphone









From:	Sue Rieckmann
To:	!MAS Assembly Members
Cc:	downtown.council@gmail.com
Subject:	LED Nightclub liquor license
Date:	Friday, November 22, 2019 10:57:19 AM

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photo attached

Regarding liquor license for LED nightclub ON 6th and I st.
Photos taken daily from 10/13/19 - 10/18/19, between midnight and 3 a.m. Proof of dates and times are on my phone, if you need them. The first photo is when LED is open. The next 5 are from when LED is closed.

This is how it is every week since a nightclub moved into the neighborhood. It went from being a peaceful area to being an unlivable situation during bar hours, between midnight and 3 a.m., Sat. and Sun.

At bar break there have been 4 shootings since January 1, 2019, on or around this block, 6th ave., between I st. and K st. There has never been gunfire at any other time.

During bar hours, there is loud noise from music, fights, etc., it's quiet on the other nights.

On Sunday mornings there are empty alcohol bottles on this lot that were not there on Saturday evenings. There have been bottles and/or broken glass etc. on this lot every Sunday morning for over a year except for recently. I have dozens of photos if you need more than what I've already sent.

The same excuses keep getting used. It's from the homeless or it's because there is a liquor store on 5th. The homeless aren't drinking Corona, Ceroc and Patron tequila, which are shown in other photos that I will be sending. And, the homeless, as a rule don't hang around the bar crowd because it could be dangerous for them.

The Brown Jug liquor store closes at 10.p.m. The excuses aren't fact.

And again, the lot fills up during bar hours after midnight, and sits empty the rest of the week.

There is a secondary lot across the alley on 5th which also fills up, usually after 1:30 a.m. The lots hold approx. 50 vehicles each. Empty after midnight except during open bar hours.

These parking lots are outside my home, where I've lived for 25 years. There has been no security on these lots and a lot of problems caused by the people who park there during LED open hours.

These lots are also in full view of the Captain Cook hotel.

Robert Alexander, owner of LED has been recorded at one of the supposed mediation meetings saying that he isn't responsible for where his customers park.Also, that he doesn't want the liability. The recording was with everyone's consent. He is quoted in the Press that if the neighbors don't like it, they should move. Why does a person who rents a building have more rights than long term property owners ?

Every property owner on the block has complained.

This is why the nightclubs moved downtown, because they are only responsible for the small strip in front of their building. They can push a problem customer out onto the sidewalk and not deal with him. They become the problem of the surrounding property owners. The nightclub holds no responsibility for the gunfire happening only at bar break on our block ? At what point do the neighbors get any help ?.

A night club owner can rent a building in what was once a nice, quiet neighborhood but have no cares or responsibility for the crime, noise, property damage, violence, etc., that a nightclub has been proven to bring to an area. It is the neighboring property owners, who did not want a nightclub on the block that pay the price.

Platinum Jaxx and LED got into this area promising to be a restaurant, first and foremost. It is on record from the licensing process that Robert Alexander stated that it was not going to be a nightclub. He was adamant and got angry every time that nightclub was brought up. Yet, LED is nothing but a nightclub open mainly twice a week after midnight. There are no trucks delivering alcohol, food, soda or anything to LED. LED doesn't serve the office building, hotels or neighborhood.It is a nightclub.

It is the neighboring property owners, who have invested in downtown who are the victims. It is not the bar owner. It is not Trina Johnson,the owner of the building housing LED. Both are making money with no thought or care for the neighboring properties. We asked for, at the very least, restrictions to be put on the LED liquor license during the licensing process. We were ignored. Something needs to change.

Security is needed outside the club in the parking lots where LED customers park between midnight and until the lots clear during open LED hours. If you want to claim that it's a police issue, there still needs to be a human being out there who is calling the police. It cannot continue to be my responsibility.

This has been going on for years with no change. The neighbors have all tried to get help over the years and have been ignored. Other problem bar locations have had to close at midnight. Now LED only gets the crowd after the other bars close.

Why is it such a difficult decision to put security outside a nightclub. It's been proven over and over downtown that it is needed. The police say that it would make a difference. The police can't be parked outside of every problem bar downtown. Security could handle issues immediately and also be there to call the police and be a witness.

I'm going to be sending more information, photos, documentation etc. I'm seeking help. I hope that you will take it all into consideration when the LED liquor license comes up for renewal.

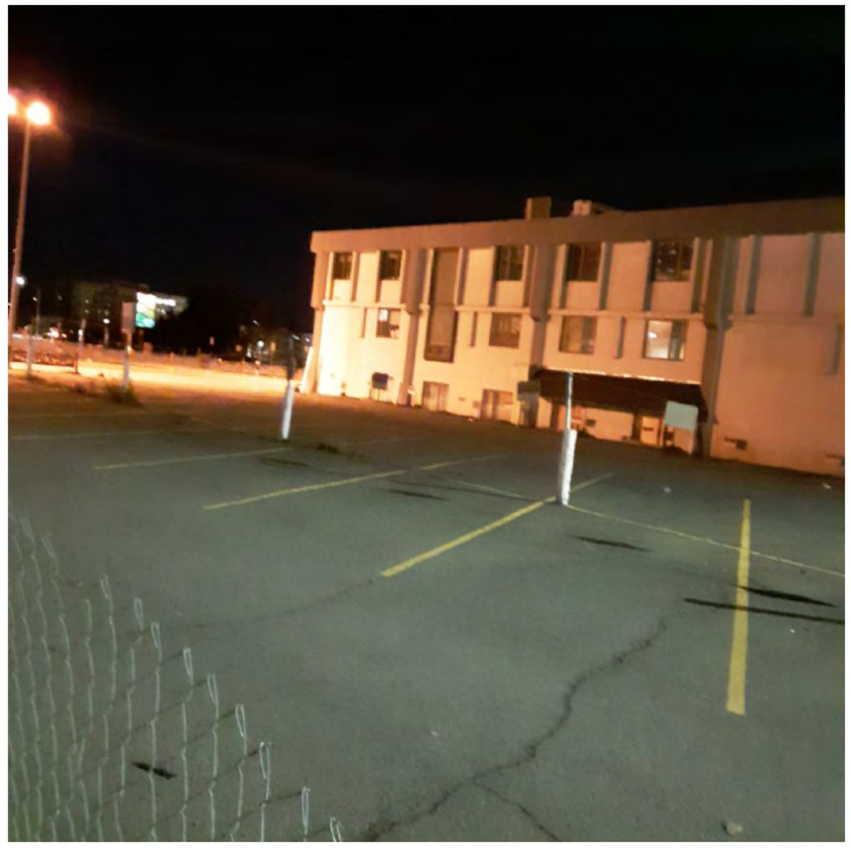
Thank you,

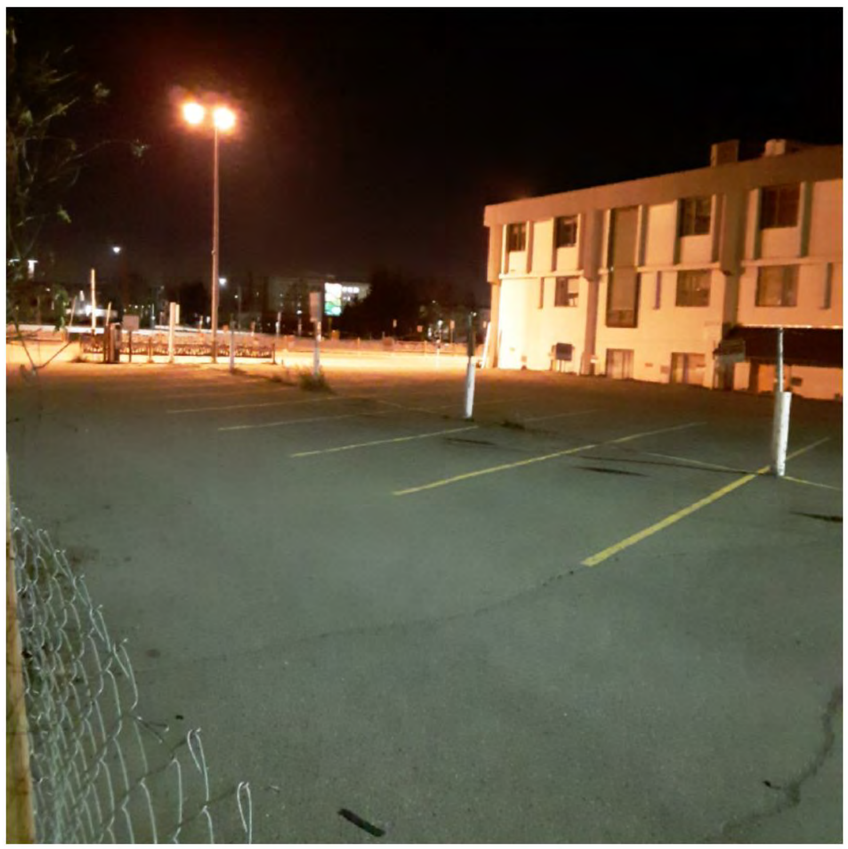
Sue Rieckmann
923 1/2 w. 6th ave.
277 2080

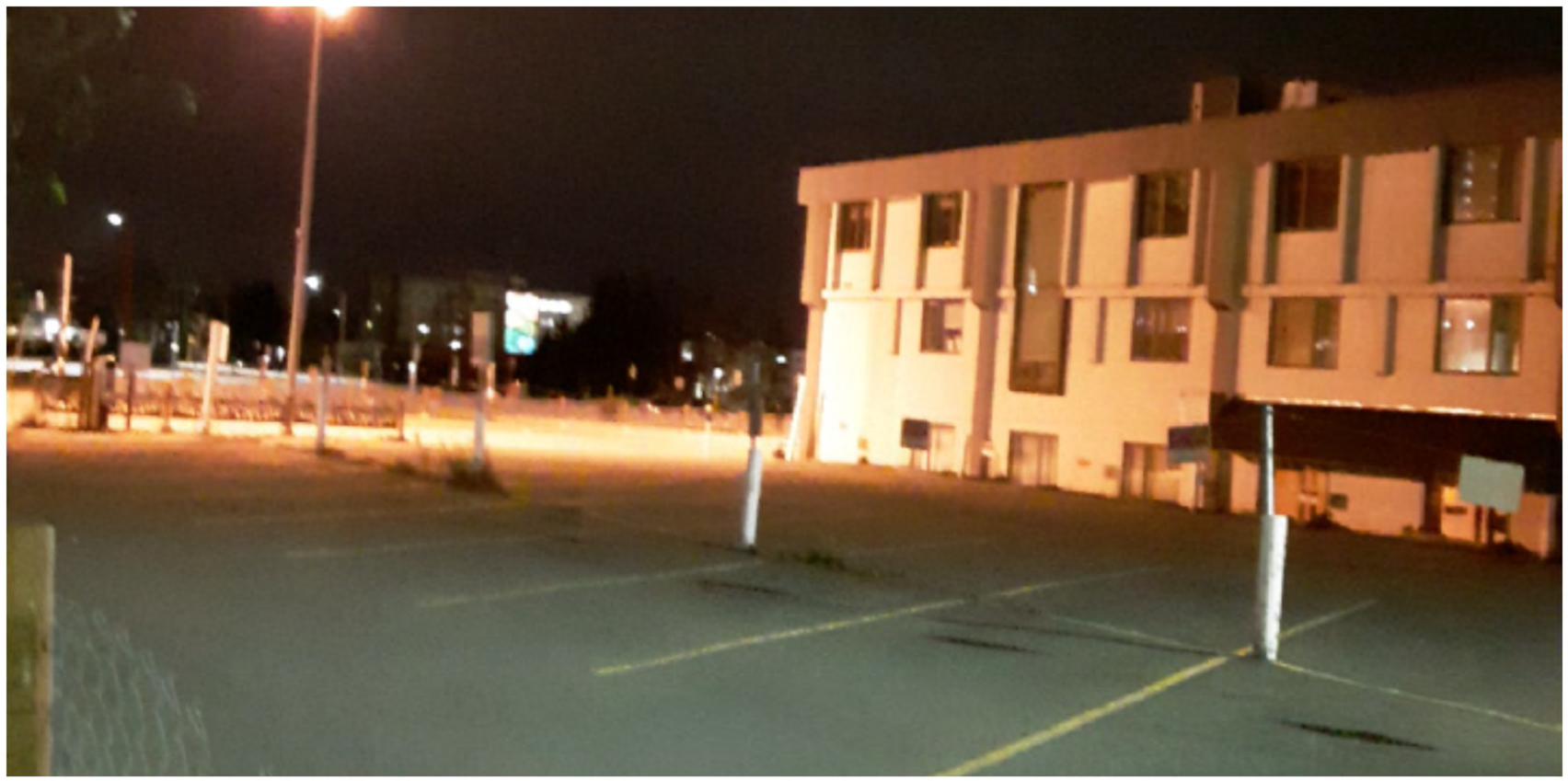
Sent from my Verizon, Samsung Galaxy smartphone

Photos taken daily from 10/13/19 - 10/18/19, between midnight and 3 a.m. Proof of dates and times are on my phone, if you need them. The first photo is when LED is open. The next 5 are from when LED is closed. This is how it is every week since a nightclub moved into the neighborhood. It went from being a peaceful area to being an unlivable situation during bar hours, between midnight and 3 a.m., Sat. and Sun. At bar break there have been 4 shootings since January 1, 2019, on or around this block, 6th ave., between I st. and K st. There has never been gunfire at any other time. During bar hours, there is loud noise from music, fights, etc., it's quiet on the other nights. On Sunday mornings there are empty alcohol bottles on this lot that were not there on Saturday evenings. There have been bottles and/or broken glass etc. on this lot every Sunday morning for at least the past year except for the last 2 Sundays, since ABC has been involved. I have dozens of photos if you need more than what I've already sent. The same excuses keep getting used. It's from the homeless or it's because there is a liquor store on 5th. The homeless aren't drinking Corona, Ceroc and Patron tequila. And, the homeless, as a rule don't hang around the bar crowd because it could be dangerous for them. The Brown Jug liquor store closes at midnight or usually before. And again, the lot fills up during bar hours and sits empty the rest of the week. There is a secondary lot across the alley on 5th which also fills up, usually after 1:30 a.m. These parking lots are outside my home, where I've lived for 25 years. There has been no security on these lots and a lot of problems caused by the people who park there during LED open hours. These lots are in full view of the Captain Cook hotel as well. Robert Alexander, owner of LED has been recorded at one of the supposed mediation meetings saying that he isn't responsible for where his customers park.Also, that he doesn't want the liability. The recording was with everyone's consent. This is why the nightclubs moved downtown, because they are only responsible for the small strip in front of their building. They can push a problem customer out onto the sidewalk and not deal with him. A night club owner can rent a building in what was once a nice, quiet neighborhood but have no cares or responsibility for the crime, noise, property damage, security, etc., that a nightclub has been proven to bring to an area. It is the neighboring property owners, who did not want a nightclub on the block that pay the price. Platinum Jaxx and LED got into this area promising to be a restaurant, first and foremost. It is on record from the licensing process that Robert Alexander stated that it was not going to be a nightclub. He was adamant and got angry every time that nightclub was brought up. Yet, LED is nothing but a nightclub open mainly twice a week after midnight. It is the neighboring property owners, who have invested in downtown who are the victims. It is not the bar owner. We asked for, at the very least, restrictions to be put on the LED liquor license during the licensing process. We were ignored. Something needs to change. Thank you, Sue Rieckmann277 2080Sent from my Verizon, Samsung Galaxy smartphone

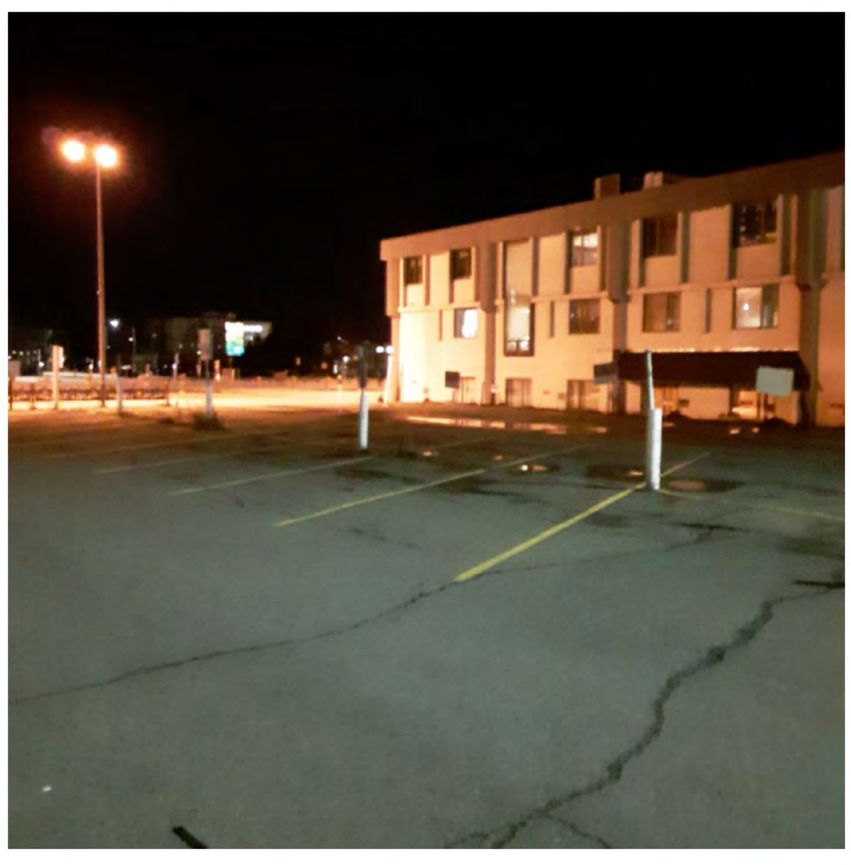












From:	Sue Rieckmann
To:	!MAS Assembly Members
Cc:	amoser@anchoragedowntown.org
Subject:	LED nightclub alcohol in the parking lot
Date:	Friday, November 22, 2019 12:07:49 PM

-Parking lot used by LED customers after midnight till bar break on weekends.
Alcohol bottles, broken glass, bottles being thrown at my wood house chipping paint off, loud partying in the parking lot with music blasting, drinking, marijuana, urination, etc.
Bottles are Corona, Patron, Ceroc...not from homeless. The liquor store closes at 10 p.m. The bottles don't appear on any other morning. Have a lot more photos of the bottles and broken glass if you need more.

Sue Rieckmann
277 2080






CIROC





From:	Sue Rieckmann
To:	!MAS Assembly Members
Cc:	downtown.council@gmail.com
Subject:	LED nightclub bar break fight security needed
Date:	Friday, November 22, 2019 12:18:51 PM

Subject: LED nightclub bar break
September 22, 2019
Photo from a video where you can hear the screaming by the woman. The taller man walked away when he saw me, and the fight ended soon after, because I had the video on them. Security is needed for LED customers in the parking lot that they use. Security can stop a lot of these problems before someone gets hurt. It should not be left up to me. If it's a police matter then the security can call the police. The police cannot be everywhere during weekend bar hours. Event happened on the parking lot outside my home.

Sue Rieckmann
277 2080

From:	Sue Rieckmann
To:	!MAS Assembly Members
Cc:	downtown.council@gmail.com
Subject:	LED owner: Robert Alexander felony charges
Date:	Friday, November 22, 2019 11:36:10 AM

Subject: Man suffers life-threatening injuries after shooting inside boarded-up East Anchorage motel - Anchorage Daily News

https://www.adn.com/alaska-news/crime-courts/2019/08/06/man-left-with-life-threatening-injuries-after-shooting-near-closed-motel-police-say/

Robert B. Alexander owner of LED nightclub.
DOB 2/22/1967
Court case 3AN-19-07782CR
Details can be seen on Alaska Courtview
Original 8 charges several felonies and misdemeanors for shooting a man. Took 6 shots. Policed stated that he reeked of alcohol at the time. One misdemeanor added for violating conditions of release for a felony. The next hearing isn't until after January 1, 2020. How does that affect the liquor license ?

Sue Rieckmann
277 2080

From: Sue Rieckmann
To: !MAS Assembly Members
Cc: downtown.council@gmail.com
Subject: LED. parking lot loud argument
Date: Friday, November 22, 2019 11:44:34 AM
Attachments: 20191016_085343_3098281910360.mp4

2:a.m. on 10/13/19
The start of the argument was the female yelling at the male about how a man shouldn't slap a woman. It went on for awhile on the other side of my vehicle. I didn't feel safe going out any farther, but waited until it was over.Arguing so loud that I could hear it inside my house.
Security is needed outside LED where LED customers park.

Sue Rieckmann
277 2080

From: Sue Rieckmann
To: !MAS Assembly Members
Cc: downtown.council@gmail.com
Subject: LED. parking lot Safety hour ?
Date: Friday, November 22, 2019 12:29:59 PM
Attachments: 20191016_083440_1955317621023.mp4

Subject: LED. parking lot 10/13/19
Video...do play the audio

Video from LED parking lot at 3:30 a.m. 10/13/19 right outside my house. Beginning also shows the fourth time that my fence was pushed over and broken planters. I question the safety hour that allows people to hang around longer. An extra 1/2 hour doesn't make one sober enough to drive. Safety hour was supposed to be needed for people waiting for taxis or UBER. Yelling so loud that I could hear it inside my house.
Sue Rieckmann
277 2080

Sent from my Verizon, Samsung Galaxy smartphone
Video from LED parking lot at 3:30 a.m. 10/13/19 right outside my house. Beginning also shows my fence pushed over and broken planters. Sue RieckmannSent from my Verizon, Samsung Galaxy smartphone

From:	Bridget Sanders
To:	Sue R
Cc:	downtowncouncil@gmail.com; !MAS Assembly Members
Subject:	LED bar trouble
Date:	Wednesday, March 18, 2020 11:58:50 AM

Hello, I am following up on the ongoing troublesome situation at LED bar on 6th Avenue. My husband Eric and I own a house across the street. Sue Reichman has sent you all photos and videos of intoxicated, loud patrons of LED. She is right to do so. The staff there overserve their customers - proven by the email sent by Sue with photos of a girl so intoxicated she cannot stand up. We have an Airbnb in the area and regularly receive complaints from our guests that they are woken at bar break by yelling, fighting, and loud car music. Last Saturday LED customers were allowed to sit in their truck on 6th Avenue smoking pot with music blaring. If LED has supposedly hired security officers, why were these people allowed to sit in their vehicle blaring music for an hour? My guess is they were too drunk to drive. We continually pick up trash and beer bottles from our property every Saturday and Sunday. This is effecting our livelihood as we must warn our guests about the possible noise and quite often they cancel.

I humbly ask that you consider not renewing the liquor license for LED. This bar is troublesome and an embarrassment for Anchorage. Remember this bar sits in between two of the finest hotels in town - the Captain Cook and Marriott. In addition, Robert Alexander, its owner, shot a man last year as I'm sure you all know. Let's clean up downtown and close LED for good.

Thank you and best regards,

Bridget Sanders

MUNICIPALITY OF ANCHORAGE

Assembly Information Memorandum

No. AIM 50-2020

Meeting Date: April 14, 2020

From: **CHAIR**

Subject: **PUBLIC COMMENTS REGARDING. AR 2020-102 (BEVERAGE DISPENSARY LIQUOR LICENSE #4531 FOR ROBERT ALEXANDER DBA TRI-GRILL). AR 2020-103 (BEVERAGE DISPENSARY-DUPLICATE LIQUOR LICENSE #4551 FOR ROBERT ALEXANDER DBA L.E.D. ULTRA LOUNGE & GRILL), AR 2020-104 (BEVERAGE DISPENSARY-DUPLICATE LIQUOR LICENSE #4552 FOR ROBERT ALEXANDER DBA L.E.D. ULTRA LOUNGE & GRILL).**

Attached for the Assembly's review are public comments received after April 3, 2020 regarding the renewal applications for Robert Alexander doing business as Tri-Grill, LL#4531, L.E.D. Ultra Lounge, LL#4551 and L.E.D. Ultra Lounge LL#4552.

Prepared by:	Mandy Honest, Business License Official
Approved by:	Barbara A. Jones, Municipal Clerk
Respectfully submitted:	Forrest Dunbar, Assembly Chair

From: Bridget Sanders
To: Testimony
Subject: opposed to LED license renewal
Date: Thursday, April 9, 2020 9:37:35 AM

My name is Bridget Sanders. I am a property owner across the street from LED bar. I would like to be on record as opposing the possible renewal of its liquor license. Please let me know how I may participate in next Tuesday's meeting. Thank you.

Bridget Sanders
920 West 6th Avenue
907-360-3489
bridgetsandersak@gmail.com

From:	Bridget Sanders
To:	!MAS Assembly Members
Cc:	Sue R; downtowncouncil@gmail.com; Honest, Miranda L.; McCoy, Ken
Subject:	LED noise - bnb complaint
Date:	Thursday, April 9, 2020 9:49:43 AM

Hello all, please find the following attached review that a customer of ours left a few weeks ago. It's toward the end that the customer refers to the LED bar as "rocking" and that patrons were allowed to stand around outside on 6th Avenue for an hour after close.
If the owner, Robert Alexander, has employed security as he claims he has, why are their customers allowed to do this? Where are patrol cars dispersing the people? This is the constant noise disturbing my guests across the street, causing complaints and for us to give refunds.
It is my hope that the request for their liquor license renewal is denied.
Best regards,
Bridget Sanders
920 West 6th Avenue
907.3603489

From:	Bridget Sanders
To:	!MAS Assembly Members; Sue R; downtowncouncil@gmail.com; Honest, Miranda L.; McCoy, Ken; Municipal Clerks Business Licenses
Subject:	LED liquor license/street noise
Date:	Thursday, April 9, 2020 10:50:05 AM

Hello, my name is Bridget Sanders, as some of you know I own a house across the street from LED and operate a bnb there. I have attached 3 pages of correspondence between myself and a guest from last year in which she describes bar noise until 4 am and a car driving on my neighbors lawn, destroying their porch. They watched all of this from my building. The trespassing/drunken driving incident happened around 1 am and the noise on the street continued until 4 am, according to my guest. Shouting, honking of car horns, tires squealing, loud music from bar. She also mentions no police presence.
In the morning I photographed the damage and would be happy to pass them along. It had to be repaired the full length of the sidewalk, including the porch and staircase. That was at the yellow house, second in from I street.
I send these to you to demonstrate the constant noise and disruption from the LED bar on a regular basis. It is my hope that its liquor license not be renewed and that
the west end of downtown becomes quieter and cleaned up.
Thank you for your time and consideration.
Bridget Sanders

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Alyson

That being said... last night was indeed very loud, with the club closing at 3am and noise continuing until at least 4. Mostly I wanted to pass along (in hopes that you know & can communicate with the owner of the yellow house next door)... we were awakened at 1am by a loud & "close" noise. Looking out the bedroom window, someone was attempting to drive from the alley / back parking area of the yellow house, along the side of the house (between that house & yours, but on their property), to access the street. I think the car was struggling on the ice / grass / path, but it kept flooring the gas & it ultimately plowed into their side wood porch trying to get through & then finally reversed & left through the alley. I was half asleep & the noise with the porch woke me, so unfortunately I don't have any details on the car but wanted to pass along what happened. Needless to say it was a bit disconcerting to see someone driving like that just outside the window... clearly very drunk & unaware.

Hopefully the owner can be notified, as repairs will be needed.

We'll be out exploring a bit today but let me know if you have

Type a message

ere to search

TOSHIBA

Alyson

one of us will make a complaint with the police. I wouldn't be surprised if there is surveillance cameras on property as well.

Thanks again for giving me this information, and I will be following up on it. Please enjoy your day, and again, my apologies.



Alyson 8:57 AM

Thanks for the quick reply & follow up!

We knew to expect noise but the car, etc were certainly not expected!

We fell asleep fairly early (9:30 or so) & it was the car next door at 1:00am that initially woke us & then we remained awake until the noise ceased at 4:00am. It seemed busiest between 1:30 & 3:30 with people actively coming & going. The sound of music & people exiting was expected... If you are filing a noise complaint I'd say it was more so loud shouting (including by someone in a "Security" shirt), honking & lots of tires squealing as people drove off. I'm kind of surprised there's not a police presence at closing time... the roads would clearly be unsafe!!

Type a message

ype here to search
TOSHIBA

From: Bridget Sanders
To: !MAS Assembly Members
Subject: Re: LED noise - bnb complaint
Date: Thursday, April 9, 2020 10:51:46 AM

Apologies - file didn't attach. Here it is

On Thu, Apr 9, 2020 at 9:49 AM Bridget Sanders <bridgetsandersak@gmail.com> wrote:

> Hello all, please find the following attached review that a customer of ours left a few weeks ago. It's toward the end that the customer refers to the LED bar as "rocking" and that patrons were allowed to stand around outside on 6th Avenue for an hour after close.
> If the owner, Robert Alexander, has employed security as he claims he has, why are their customers allowed to do this? Where are patrol cars dispersing the people? This is the constant noise disturbing my guests across the street, causing complaints and for us to give refunds.
> It is my hope that the request for their liquor license renewal is denied.
> Best regards,
> Bridget Sanders
> 920 West 6th Avenue
> 907.3603489

2 88% 9:27 AM

The description is spot on - this is a room up above a hair salon in an older house in the center of downtown Anchorage. The location is FABULOUS for walking to and from activities and nightlife. It's small - but again that's well disclosed in the description. I'd say two people max, and even then you would be on top of each other.
Pros: easy-peasy check in, excellent location, very comfortable bed, plenty warm, very clean, lots of nice touches like handmade soap, fresh muffins and even a little bottle of Jack Daniels.
Cons: very steep stairs, overhead lights in living room and bedroom are not separate (one person can't be using the overheads in the living room while the other sleeps, but there are lamps). Attic location means a sloped ceiling in the bathroom where you can't stand up straight (except in the shower, that's fine). Bar across the street is ROCKING at 2am on a Saturday (note we were there for Iditarod) and then bargoers standing around in the street for an hour past that. The host supplies earplugs which work just fine.

From: Sue Rieckmann
To: !MAS Assembly Members; amoser@anchoragedowntown.org
Subject: Fwd: Response to LED Nightclub police report
Date: Friday, April 10, 2020 10:23:14 AM

From: Sue Rieckmann <zbdbd@aol.com>
Date: Thursday, April 9, 2020
Subject: Response to police report
To: zbdbd <zbdbd@aol.com>

My response to a police report stating that there was not significant issues around LED nightclub

First , the 311 line is busy 9 times out of 10 during weekend bar hours. I've tried many times. Whatever is happening is over before a dispatcher even picks up.

Second, the police do not respond to non priority crimes on weekend bar hours. That includes noise, alcohol and marijuana use, minor property damage, fights, urination, etc. That has been my experience. These problems occur every weekend between midnight and past 3 a.m.
Also, I have been told that I could be fined for making too many calls.
They are quick and reliable for gunfire and drunk drivers.
That's why I want security outside where bar patrons park and congregate. The police can't sit out here for 3 hours.

From January through May of 2019 there were 4 gunfire incidents during LED bar break. All happened where LED customers park and congregate. Nothing else on the block is open. The parking lots are empty at that hour except for bar crowd. The police responded in full to all.
There was another gunfire incident 3 years ago in the alley behind LED. The police responded several hours later. Another to be seen then.
Four shootings on one block should be considered a major problem. There are people who live on this block, a bnb, and it is in view from the Captain Cook hotel. We also have a new apartment building, the Elizabeth House on the next block with views.
If it happened outside your house, would you want something done about it ?
There was a young man chased by a LED bouncer into my home. He was on the ground bleeding right outside my front door. The LED security stated that the man was causing problems inside the bar, (why ?), and was kicked out. The LED customer was outside near an employees car , so he was chased down to my front door. I heard a loud thud, and found the bouncer standing over him. They managed to come through fencing. The police came and took photos in front of my house. I got to clean up the blood.

8/31/19 around 3:15 a.m. An 18 year old female drove into a pole outside my house. I went outside. Several older females were screaming at her. I called the police and took video of the damage. No security. The underaged girl said that she had been drinking in the parking lot. The older girls came out of LED. Fight and chase ensued. Evidence that underaged kids are outside of LED. There is no security.
I have shown photos of all of the alcohol bottles left outside in the parking lot. Bottles not

there before the bar crowd arrives. Visible on Sat. and Sun. morning. Fifths of Patron and Ceroc etc. Not left by the homeless. It shows that they are drinking . I've seen them pass bottle, driver to driver. Illegal. Security could stop it more easily than the police. Or the security could call the police instead of me. I want to be asleep.

Someone got hit with a beer bottle inside LED. Robert Alexander escorted him to the back door. The EMTs set up shop on the hood of my car and treated wounds. The police took photos of the victim in front of my house, not LED.

On 2/22/20, Robert Alexander escorted several people who were loud and arguing out the back door into the alley. He waited long enough for them to move away from his car, then went back inside. Problem customers get pushed out of LED to become problems for the neighbors.

There was a fight involving more than 10 people outside my house. It went on and on. After about 20 minutes, I decided to call the police. Looked out the window and saw a police car parked in the opposite lot. Maybe another officer wasn't available. Fight went on. It's not safe for only one officer to deal with this crowd. It's not safe for me either.

On 10/14/18, I called the police about Robert Alexander verbally and physically threatening me, and verbally threatening my family. The following night, he pounded on my door after midnight. I didn't answer.

I wanted it on record so that I could protect myself if it happened again. A police officer phoned me. I was told to stay inside and get a protective order.

I also notified Tamra Rupe, the neighboring property manager. Asked her if she could keep Robert Alexander and his customers off of her lot, because of the violence. She called Robert, but he continued to park on RSD property. He moved the orange cones that I had permission to put out. The lot is also posted with a sign.

I called 311 during the summer of 2018 and 2019 at least 3 times. LED held outdoor events involving loud music and pounding bass until midnight, every Sunday. I wanted the volume and especially the bass to be turned down. My nerves were shot after not getting sleep the 2 nights before. LED also did not have a permit for outdoor events. The police never came. A dispatcher did call back once at midnight.

Silvia Villamedes made sure that he got a permit, but the bass was never turned down and the noise went until 2 a.m. on labor day.How do the neighbors stop outdoor permits from being issued. Any help ?

Bridget Sanders called the noise complaint number many times. They take a message, but don't do anything. Eventually they told her to call the police.

A police officer stopped a car in front of my house with 3 young men in it. All of a sudden another car pulled in front of the stopped car. The driver got out and started yelling at the 3. They jumped out. The officer was yelling that he would taze them. It went on for awhile. I stood inside the door in case the officer got outnumbered.

This bar crowd is violent. They have no respect for the police and certainly not for me. It is not safe outside LED. Can you mandate security ?

The police have said that security would help.

The police dispatcher will say one of two things.

1) The police are aware of what's happening and are in the area. That means, to me, not to call.

2) Don't go outside, it's too dangerous. Yet, they want details that I would have to go outside to get.

I broke down crying once after hearing the same response. She said that she'd get a message to the night chief, and someone came once.

I've had a dispatcher slam the phone down because it wasn't 911 worthy.

I've sent you videos and pics of young females in a potentially violent situation. I have to

make a split second decision on what to do. Is the girl in danger ? Can I stop it ? Will I get through on 311 or will I be on hold ? Will the police get here on time? Do I need a weapon ?

Twice I've made the wrong call. A male was punching a female in the face with the back of her head hitting the steering wheel. She was no longer screaming. I yelled stop. I thought that he'd run off or drop her and take the car. Instead he tossed her like a rag doll into the vehicle and drove off. I was tired of it all and didn't jump up when she was first screaming.

I am tired now. Tired of not getting any help out here from the powers that be. My health has been destroyed from the stress and lack of sleep.

So please, stop volunteering me to be an unpaid security guard. I'm 62 years old. I want to be asleep by midnight and more importantly to be safe in my home where I have lived for 25 years.

I'm not sure what the police consider significant issues. All of the above, plus all of the videos that I had sent previously are significant to me. Obviously there is much,much more.

Thank you,

Sue RIECKMANN

Downtown home owner

From: zbdbd
To: !MAS Assembly Members
Subject: Public Testimony re: LED nightclub
Date: Friday, April 10, 2020 1:32:22 PM
Attachments: Public Testimony 12.2.14 - Exhibit H.pdf

Attached download is Testimony from all of the neighbors of LED from the original licensing process.

All of it still holds true.
HOW MANY YEARS DOES IT TAKE TO GET HELP ?
The surrounding properties to LED have invested in downtown.
Robert Alexander, owner of LED, rents.
Please take special note of the priest saying that they don't know if the screaming girls are being hurt and abused. I have sent you video of an example of that still happening.
Take note of the Kohlstadts testimony stating that the police said that there was nothing they could do except maybe drive by. I was told the same thing.
The neighbors are the ones dealing with all of the problems brought to the area by LED, not Robert Alexander, lessor, or Trina Johnson owner of the building housing LED.
How do we get help ?
Thank you,
Sue Rieckmann

Sent from my Verizon, Samsung Galaxy smartphone

MUNICIPALITY OF ANCHORAGE

Office of the Clerk
Phone – 343-4316 Fax 249-7614

DATE: December 23, 2014

FROM: Jamie Heinz, Business License Official

TO: **File**

RE: **12/2/14 Public Testimony re. proposed transfers of Beverage Dispensary Liquor Licenses #4531, 4551, & 4552**

The Assembly held public hearing on December 2, 2014 concerning proposed transfers of beverage dispensary licenses #4531; #4551; and #4552. Testimony was received and is included in the audio/video recording of the meeting (available online through the Municipality of Anchorage website) from the following individuals:

ISIDOR MARTINEZ

CHRIS SCHUTTE, Anchorage Downtown Partnership, Executive Director.

TANK JONES

MARK KULSTEAD

MARY KULSTEAD

VALERIE SMITH

CECLIE STOTT

JAMES ALLEN

ROBERT ALEXANDER

TRINA JOHNSON

JOE LAW

COLBY STEWART

SUE RICKMAN

STERLING TAYLOR

BILLY RAY POWERS

EXHIBIT H

SONYA HARRIS

ED LARABEE

MATT FINK

CAROL TAYLOR

Additionally, the Assembly received written comment from the following individuals and organizations (copies of the written comments are attached):

MARY KULSTAD (2)

MARK KULSTAD (2)

BERNIE LEWIS on behalf of AKHIOK-KAGUYAK, INC.

TAMRA RUPE on behalf of RSD PROPERTIES, LLC

BRIDGET SANDERS & ERIC RITNER

SUE RIECKMANN

FR. ANTHONY –M. PATALANO

CHRIS SCHUTTE on behalf of ANCHORAGE DOWNTOWN PARTNERSHIP

BRUCE ELIASEN on behalf of HICKEL INVESTMENT COMPANY

September 24, 2014

Anchorage Assembly
Amanda Moser Deputy Clerk
moserak@muni.org

Alcohol Control Board
Sarah Oates
Sarah.oaters@alaska.org

RE: License # 4531,4551,4552
Tri Grill/Led Ultra Lounge

Dear Municipal Assembly,

I am not supportive of another bar / night club being approved across the street from our home. In 2006 we had asked for clear guidelines to be addressed before issuing the Platinum Jacks License. We had suggested that as the fine dining restaurant they were representing to be that the hours be limited to 11pm, same hours that La Mex operated and similar to restaurants in the area. Unfortunately they were approved with only verbal assurances to remain a fine dining restaurant and within a couple of month they were a Party bar with loud music till 2am and dangerous street activity till after 3am.

We have many concerns and ask for your protection. We want the downtown to be safe for other families in the area and visiting tourist. This location is next to several hotels, we look to have a positive atmosphere in any new venture that takes over this license. If this is truly a Restaurant they should be happy to close by a decent hour and not request 2am!

We did not contest Platinum Jaxx in 2006 only, because it was represented to be a fine dining establishment, with music and dancing for an older crowd secondary. Good food, wine and **a quiet** dining experience that was what they promised. I believe we were all misled. Platinum Jaxx quickly became a well known party bar, **known for drugs, drunkenness, and violence.** We do not want this again. We feel our life was disrupted and threaten by the activities of the bar for 7 years. We quickly learned calling the staff or the police did not help us. The staff only warned their Patron of the police. And the police told us there was not much they could do but drive by. By the time the police would get there- they had been warned and dispersed - Only to later return and the noise would start again. Since there is no parking for their Patrons would park in front of our house and even in our private lot. When we confronted them they would be rude and threatening. We do not want to experience this again. If there is a transfer of licensee for this location we strongly request very strict guidelines, defiantly limited hours! Please do not allow the opportunity for another party bar. Repercussions need to be in place- so quick action can be taken to rectify the problem. Please keep our downtown area and our home safe.

Sincerely, Mary Kulstad 907-242-6600

Heinz, Jamie L

From: Solberg, Amy R.
Sent: Tuesday, December 02, 2014 1:06 PM
To: Heinz, Jamie L
Subject: FW: Transfer of Platinum Jacks License
Attachments: Platinum Mary.docx; 11-12-14 Fusions-TriGrill.docx

FYI

From: Mary Kulstad [mailto:mkhotelseward@gci.net]
Sent: Monday, December 01, 2014 4:35 PM
To: !MAS Assembly Members
Cc: World Wide Web Municipal Clerk
Subject: Transfer of Platinum Jacks License

Dear Assembly, I wanted to verify you have received both letters opposing the transfer of the Platinum Liquor License or at a minimum restrictions placed on the license so it will be operated as it was when it was obtained- under a similar business plan as a dinner house not a party bar. With that imposing the restriction that it not be allowed to operate past 12midnight .

Please consider the recent activity under the management agreement in place with LED/ Tri Grill now in place. The local community and us as the closest neighbors are in opposition to the transfer. I called in and explained my position and my most recent experience with Mr Alexander's management of the Platinum Jaxx location. Friday evening Nov 28th -he was open at Platinum Jaxxs , I live across the street. The First noticeable noise was at 11 pm - 11:15 brought my attention that one of his patron went the wrong way down I Street. Then the noise escalated with 20 loud people in front of the bar at 12:15 am then again things quieted , with varying noise and then 12:45 another large group outside. Then at 2:15-2:45 large group exiting and security screaming "letsgo: lets go". Please recognize this is exactly the problem that will happen every night with a party bar. Until alcohol and drugs escalate to some sort of violence and driving issues.

When this was addressed Mr R. Alexander said he was not operating- that it was a private party and said he had not been open to the public. I am not sure why was to make difference. This was clearly a misrepresented - he has been open to the public for a month with an open sign glowing daily. I am not sure why he would lie about being open to the public. We can prove Mr Alexander was open My husband and a friend went to the Platinum Jaxx the week before on 11/13 to see what changes had been made and talk with management. They were sold 2 drinks around 9pm in the evening. This was 15 days before the evening I was disrupted. Robert Alexander is a concern to me and I oppose the transfer due to recent activities at the Platinum Jacks location under his operating agreement and his misrepresentation to the ABC board and finally his responsibility for violations and the operating agreement at Fusions. Which include a workman's comp and 2 liquor violations 1 for sales and 1 for leasing the bar without the correct process. I would hope that the assembly would find reason to not approve this transfer or do more to restrict the use of the license to be consistent with it original use as a diner house only if operated in the downtown area.

Sincerely, Mary Kulstad

11/12/14

Dear Assembly,

Please look at Robert Alexander location at the Travelers/Samovar Inn –Fusion which has been closed due to liquor violations. He as the lesser and working under an operating agreement was running the bar area. The hours were clearly noted on the outside of the building " open at 9pm" and listed a variety of dance music definitely not directed at dining crowd. No mention of food on the advertisement only music. Although it was closed it was clearly a drinking establishment – not a dining with music The activity of this operator is directed at a late night drinking/ party crowd.

We also went to the diner he is operating on old Seward and 76$^{t.}$ It is behind Mr Prime Beef in the strip mall - seats about 25. It is a nice small restaurant, but both location make us question his expertise and knowledge in the bar industry as well as financial ability to make such a jump to operating such a large business with 3 Bars. You asked us to help with this and unfortunately it is hard. We do not want him to fail. And we do not want our lives disrupted again. I unfortunately cannot find any suggestions to help him open 3 bars. I do not see adding another party bar to downtown as a benefit for the betterment of our downtown community.

Yes as you we would like to see the building rented, Trina happy and him be able to succeed. But he would need a different business plan for that location to improve and benefit the downtown community. When I analyze this I truly cannot see anything positive coming from another bar. Considerations for what our downtown needs? And the risk we are willing to take to support another bar enterprise. ?

1. Consider how many bars are located downtown already?
2. Does the downtown need another bar?
3. What problems already exist? Do we want to increase them?
4. What safety issues arise from 3 more bars located in our downtown ?
5. Will this add to impaired drivers on our downtown streets?
6. Is it likely we will have more drunkenness, drugs or forms of violence?
7. **What is the up side for the Betterment of our downtown by endorsing this?**

I have considered the following and cannot find any solution to solve the following concerns if this operations is approved. Please tell me if you can.

1. Would you support this if it was across the street from your home?
2. What is the need for 3 bars? With 3 bars the money is in Alcohol sales not food
3. From 12- 3am how can you truly control X number of people leaving the building quietly?
4. Parking –requirements to cover the number of patrons
5. Getting to and from cars quietly/ no fights/ loud voice etc?
6. Smoking or drinking to from cars- quietly?
7. What is the capacity of the building and number of exits for a bar?
8. Are there special fire codes for 3 bars?
9. How did Koots solve their issues? They started small then grew slowly with experience.

I can only suggest that he

Provide the downtown with an establishment that makes dining the priority and closes by 12am.

I wish I could be more helpful and I am willing to meet and try to see this differently but after our last experience it hard to see what will make this time be any different.

Truly wanting the best for all, Mary Kulstad

September 24, 2014

Anchorage Assembly
Amanda Moser Deputy Clerk
moserak@muni.org

Alcohol Beverage Control Board
Sarah Oates
Sarah.oaters@alaska.org

RE: License # 4531,4551,4552
Tri Grill/Led Ultra Lounge

Dear Municipal Assembly,

Attached is the letter I wrote in 2006 when Platinum Jaxx was applying for a Beverage Dispensary License. We now know that all my concerns were not without merit, and it's my opinion the License transfer should never have been approve without more than verbal promises from Platinum Jaxx's owners. Please consider my concerns before transferring this license again.

Platinum Jaxx was represented to be a fine dining establishment, with music and dancing secondary. Food, good wine and a quiet dining experience was what we were told we were welcoming to downtown. What we actually got was far from what we were promised. Platinum Jaxx before being closed was a loud, drunken, dangerous, party bar, one of the worst in Anchorage.

I haven't heard the new spin on how Tri Grill/ Led Lounge is going to be different from Platinum Jaxx's, But I'm sure it is represented to be a safe a safe, solid Family Place to dine and drink and isn't being represented to being similar to the t Bad place Platinum Jacks was for 7 years.

Please don't approve a transfer of the Beverage Dispensary License to another party bar, Anchorage doesn't need it. If it's going to be a place where money is made on dinning and family great, limit the hour to 11:00 pm to make sure. Verbal promises from potential operators are weak and the Assembly and the public are often naive and trusting. We must be cautious. I remember years ago sitting at multiple assembly meeting listening to the operators of the Monkey Wharf assure the Assembly that it would never become a strip club, yet it was only months after you approved the transfer that it was indeed a strip club. You and I were promised

by the owners of Platinum Jaxx, it would be **primarily an Eating** and drinking establishment we would be proud to support as neighbors. Several of those owners were sterling members of the community. Owner change, business plans are successful and others fail. I'm sure they did not intend to mislead us but money, lack of good management, and desperation probably had a hand in what Platinum Jaxx became. It can happen again, Please don't let it. It is hard to make in the restaurant industry especially in area of seasonal business. There are good operators but they are hard to find, I saw you work diligently with Red Robin over for their liquor license, as well as Costco, two great members of Anchorage, please make sure you are helping create another stellar member of the community, before transferring this license.

I am counting on you the assembly, as my elected representative to be looking out for mine and the community's needs and safety. Please ask yourself what you would want across the street from your home when you consider the transfer of this license. As an Assembly you are somewhat buffered from retaliation but I am not as an individual living across from what has been a place of shootings, public drunkenness, fighting, littering, load foul language, drunk driving, afterhours activity and I'm sure the list goes on. I feel I and my family are at risk for protesting this license in light of the past activities on this property. Please protect us, you don't need me to make the right decision, understand that I don't want to have to go back to sleeping with a gun under my pillow, the alarms on, concerns for my wife, pets and trying to get some rest with earplugs in.

Sincerely,

Mark S. Kulstad

Anchorage Assembly
Attn: Kay Holowatch Municipal Clerk

RE:2006
Platinum Jaxx Bar and Grill
901 W. 6th Ave.
Application for transfer of a Beverage Dispensary License to Platinum Jaxx, Inc. and Conditional Use Permit.

Dear Municipal Assembly,

I'm sure you are looking forward to a new dining and drinking establishment near your place of business in downtown Anchorage. I am also looking forward to what appears to be a fine new addition to downtown.

I have a couple concerns that you may or may not share. Will the sound of music playing inside the bar and grill be a problem for your guests at the time when many will be sleeping? Will security be necessary to insure patrons keep their festivities inside the walls of the bar and grill and if necessary will it be adequate? Many downtown businesses have private parking, or parking exclusive to their businesses. Will unauthorized vehicles, or trash of bar and grill patrons be an issue?

I would ask that you please address these concerns when this application comes before you.

Sincerely,

Mark Kulstad

618 I Street (the house with the Christmas Decorations in the winter and the garden in the summer) Phone 223-8135

Heinz, Jamie L

From: Bernie Lewis [bernie@comservrealty.com]
Sent: Monday, November 17, 2014 2:27 PM
To: Flynn, Patrick P.
Cc: Heinz, Jamie L; Moser, Amanda K.
Subject: RE: Inquiry regarding 5th & 6th Avenue properties

Thank you Patrick, I will certainly try to make it, appreciate your letting me know.
Bernie

Bernie Lewis, President,
ComServ Realty, Inc.
240 E. Tudor Rd., Suite 205
Anchorage, AK 99503
(907) 770-2545-T (907) 770-5645-F
bernie@comservrealty.com
www.comservrealty.com

-----Original Message-----
From: Flynn, Patrick P. [mailto:FlynnPP@ci.anchorage.ak.us]
Sent: Monday, November 17, 2014 12:59 PM
To: Bernie Lewis
Cc: Heinz, Jamie L; Moser, Amanda K.
Subject: RE: Inquiry regarding 5th & 6th Avenue properties

Ms. Lewis,

Thank for you providing this information. I am copying the Clerk's office so that it can be included in our deliberations. Presuming I am successful in making necessary arrangements I would encourage you to attend a public hearing I am trying to schedule for December 2.

Regards,

Patrick Flynn

From: Bernie Lewis [bernie@comservrealty.com]
Sent: Monday, November 17, 2014 12:15 PM
To: Flynn, Patrick P.
Cc: cschutte@anchoragedowntown.org
Subject: RE: Inquiry regarding 5th & 6th Avenue properties

Dear Patrick,
I am writing to you as requested by Christopher Schutte regarding the renewal of the liquor license for the Platinum Jaxx location.
Some time ago, perhaps as early as 2012, we have had concerns with Platinum Jaxx. I do remember speaking with you, Anchorage Police Department, the ABC Board, and the Anchorage Downtown Partnership to address our concerns.

Late night, early morning activity at the location on 6th Avenue has brought nothing but complaints, vandalism, additional patrols, clean-up of the lot, and repair of broken windows, at great expense to the owner of the property, 5th & 6th, LLC.

We have been contacted by the owner of the small yellow house at the north end of our parking lot (between 921 and 943 W. Sixth Avenue) numerous times, again in the early morning hours, because of loud activity, fighting, and gun shots.

On behalf of ownership of the property, we are not anxious to see the bar in operation once again, their late hours, clientele, and unfortunate behavior has had a negative impact on the area.
Should you have further questions, please do not hesitate to contact me.
Thank you,
Bernie

Bernie Lewis, President,
ComServ Realty, Inc.
240 E. Tudor Rd., Suite 205
Anchorage, AK 99503
(907) 770-2545-T (907) 770-5645-F
bernie@comservrealty.com<mailto:bernie@comservrealty.com>
www.comservrealty.com

From: Christopher Schutte [mailto:cschutte@anchoragedowntown.org]
Sent: Friday, November 14, 2014 3:39 PM
To: Bernie Lewis
Cc: Charla Kewan
Subject: Re: Inquiry regarding 5th & 6th Avenue properties

Bernie,

It was good to speak with you. Feel free to send your objection via email to Patrick Flynn (please CC me) and include your list of concerns.

Patrick Flynn, Chair
Anchorage Assembly
632 W 6th Avenue, Suite 250
Anchorage, AK 99501

Email: flynnpp@muni.org<mailto:flynnpp@muni.org>

Best,

Chris

Christopher M. Schutte

Anchorage Downtown Partnership, Ltd.
Tel. (907) 279-5658
Fax (907) 279-5651

On Nov 14, 2014, at 3:24 PM, Bernie Lewis
<bernie@comservrealty.com<mailto:bernie@comservrealty.com>> wrote:

Good afternoon Chris,
My name is Bernie Lewis, I am the property manager for the 5h & 6th Avenue properties, and I appreciate hearing from you.
I am happy to phone you as well, but wanted to get my response to you in writing.

I have personally spoken to Patrick Flynn, the Anchorage Police Department, the ABC Board, and others regarding the unfortunate activity surrounding this establishment. We have had to pay extra money to our janitorial company to patrol the parking lot between Platinum Jaxx nightclub and our 6th Avenue building because of beer bottles, broken glass, and other debris. We have had numerous windows broken due to vandalism there. Additionally, we have been called many times by the owner of the small yellow house on the northside of the parking lot there with complaints of violence in the parking lot, fighting, and gun shots in the very early morning hours while the bar is still open.

These buildings have indeed been impacted negatively by the activity of the establishment, and we strongly object to the license transfer.
Please feel free to contact me should you have further questions.
Thank you,
Bernie Lewis

Bernie Lewis, President,
ComServ Realty, Inc.
240 E. Tudor Rd., Suite 205
Anchorage, AK 99503
(907) 770-2545-T (907) 770-5645-F
bernie@comservrealty.com<mailto:bernie@comservrealty.com>
www.comservrealty.com<http://www.comservrealty.com>

From: Charla Kewan [mailto:charla.kewan@aki-kodiak.com]
Sent: Friday, November 14, 2014 2:45 PM
To: Bernie Lewis; cschutte@anchoragedowntown.org<mailto:cschutte@anchoragedowntown.org>
Subject: RE: Inquiry regarding 5th & 6th Avenue properties

Chris,
Thank you for the email. I will forward to Bernie, manager of our properties.

Good afternoon Bernie,
Please see the email below.

Thank you,

Charla Kewan
Office Manager
Akhiok-Kaguyak, Inc.

From: Christopher Schutte [mailto:cschutte@anchoragedowntown.org]
Sent: Friday, November 14, 2014 12:53 PM
To: charla.kewan@aki-kodiak.com<mailto:charla.kewan@aki-kodiak.com>
Subject: Inquiry regarding 5th & 6th Avenue properties

Charla,

Good afternoon. My name is Chris Schutte and I am the executive director for Anchorage Downtown Partnership, Ltd. We are a private, not-for-profit organization charged with keeping downtown Anchorage clean, safe, and vital.

I am writing to you today about your buildings at 5th & 6th Avenues in downtown Anchorage.

Currently, the owner of the liquor licenses (1 beverage dispensary license and 2 duplicate licenses) for Platinum Jaxx is applying to the ABC Board and the Anchorage Assembly for a transfer of ownership. The new owner plans on reopening the nightclub under a new name.

Most of your neighbors along 6th Avenue and beyond object to the license transfer and re-opening of the nightclub. From noise, to litter, to vandalism, these business and property owners felt that the nightclub affected their peace, safety, and property values.

These neighbors have reached out to the downtown Assembly member Patrick Flynn to object to the license transfer. He, in turn, has asked us to reach out to other business and property owners in the area to ask about any objections they may have to the re-opening of the nightclub.

Were your buildings impacted by the Platinum Jaxx nightclub? Do you feel that they would be impacted if a nightclub is reopened in the same location? If so, Assembly member Patrick Flynn would like to hear from you.

Please feel free to contact me for additional information or assistance.

Chris
Christopher M. Schutte
E X E C U T I V E D I R E C T O R

Anchorage Downtown Partnership, Ltd.
333 West 4th Avenue, Suite 317
Anchorage, AK 99501

Tel. (907) 279-5658
Fax (907) 279-5651

RSD Properties, LLC

810 N Street, Suite 100
Anchorage, Alaska 99501
258-8800 phone/258-2001 fax

Robin O. Brena, Managing Member
Tamra J. Rupe, Building Manager
Email: trupe@rsd-properties.com

November 13, 2014

Patrick Flynn, Chair
Anchorage Assembly
632 W 6th Avenue, Suite 250
Anchorage, AK 99501

Dear Mr. Flynn,

I am the Building Manager for RSD Properties, LLC. RSD owns 921W. 6th avenue which is a professional office building immediately adjacent to Platinumm Jaxx.

RSD opposes the transfer of a liquor license to any new business that intends to continue to operate a night club at this location. Originally, the liquor license for this location was for LaMex restaurant and there were far fewer problems. Since it has become a night club, the neighborhood has significantly deteriorated.

RSD is deeply impacted when a night club is operated at that location. Every weekend there are vehicles parked illegally in our private lot, there is broken glass all over our yard and lot, our windows have been shot at and out, and there was a death by shooting in the street immediately in front of our building. Our building has been defaced with graffiti, and their customers vomit, urinate, and defecate on and around our building. We are constantly cleaning up after their customers.

Our tenants are quiet, respectful, professionals. They should not have to deal with this type of activity around their work place. We respectfully ask for your support in opposing the transfer of any liquor license which would permit the re-opening of a night club at this location.

Very truly yours,

RSD Properties, LLC

By Tamra Rupe

Tamra J. Rupe, Building Manager

November 13, 2014

To Patrick Flynn, Chair
Anchorage Assembly
632 W 6th Avenue, Suite 250
Anchorage, AK 99501

Dear Mr. Flynn,

This is in regards to the new proprietor of the Platinumm Jaxx building seeking a liquor license. My husband, Eric Ritner and I are very much against it. We own a building directly across the street at 920 West 6th Avenue. We have owned it since 2008, and have had a continual problem with the bar and its patrons ever since. Prior to our purchase, it had been vacant for several years before being put on the market, so I imagine that no complaints would have been lodged during that time.

From 2008 to November 2011, I operated a retail store at our small building across the street. Most Sundays or Mondays I would have to spend a few minutes cleaning up our yard, as there would almost always be beer bottles and cigarettes on the sidewalk and in our fenced yard, obviously from Platinumm Jaxx patrons who left them over the weekend. I found that disgusting and just plain rude.

Then there were the several very violent occasions involving gunfire. As we understand, one of them involved a male getting shot through the shoulder outside the bar door, and in another incident, a man was shot in the foot or ankle. But it reached its worst when a man was shot and killed on our side of the street, right on our own sidewalk in front of the house. There was a picture in the Anchorage Daily News of the firemen washing down the bloody sidewalk. We bought the 1917 original Anchorage cottage for its charm and allure. But this was no alluring incident. Can you imagine what my customers had to say after reading about this or seeing it on the evening news? Not so good for business. We have a tenant in the same building upstairs in the loft, and I assure you, she has had to endure the same type of questioning from her clients as to the safety of this once desirable downtown location. We are concerned it may become another violent story like the one that plagued Rumrunners, which eventually closed its doors.

I implore you to not approve the liquor license transfer from Platinumm Jaxx to LED bar or this new tenant. It is not good for local businesses, unsafe for area residents, and reflects badly on Anchorage as a whole.

Thank you for your time and consideration into this most important issue.

Warm regards,
Bridget Sanders and Eric Ritner

Heinz, Jamie L

From: Moser, Amanda K.
Sent: Monday, December 01, 2014 9:14 AM
To: Heinz, Jamie L
Subject: FW: AM 662-2014 - 668-2014

From: ZBDZBD@aol.com [mailto:ZBDZBD@aol.com]
Sent: Sunday, November 30, 2014 4:40 PM
To: sarah.oaters@alaska.org; Moser, Amanda K.; !MAS Assembly Members
Subject: AM 662-2014 - 668-2014

Regarding license # 4531, 4551, 4552 pertaining to the transfer of a liquor license from Platinum Jaxx- La Mex- Robert Alexander dba LED Ultra Lounge.

AM 662-2014 through 668-2014

To whom it may concern,

I object to the transfer of the liquor license to Robert Alexander dba LED Ultra Lounge. We went through 8 years of Hell with Platinum Jaxx. The nightclub brought gun and knife violence, drug dealers, property damage, fights, noise,urination, broken windows, littered alcohol containers, etc.

Robert Alexander has been operating the nightclub at 6th and I st. since August. During this time, I have witnessed almost all of the above problems. Robert Alexander uses the surrounding privately owned parking lots for himself, his employees, and his customers. These lots are posted.

The old La Mex building has no sound proofing. The music and especially the bass can be heard inside neighboring homes. The noise from the main parking lots can be heard and felt at all hours by downtown residents and even at the Captain Cook when it really gets going.

Mr. Alexander does not own or lease a parking lot for his customers, so no safety provisions can be mandated. In the main lot, used freely by his customers, there is no lighting, security guards, or cameras. There is no noise control. It is impossible to sleep in our homes. Due to all of the violent activities brought to this area by the nightclub, it is impossible to keep downtown residents safe in or around their homes. You cannot keep property safe. You cannot keep the bar's customers safe. Mark Mew has stated that there are not enough police.

There should never be another liquor license issued to a nightclub that does not have a parking lot for their customers. No parking lot = No enforceable safety restrictions.

Mr. Alexander has had 3 months to prove that his club would not bring the same problems as Platinum Jaxx. From what I have witnessed during that time, he has failed.

Downtown has more than its share of bars and nightclubs. We have all of the violence and mess that goes along with it. We do not need another nightclub.

Please do not approve this liquor license transfer.
Support downtown residents and the other property owners who have invested in downtown.

Thank you very much,
Sue Rieckmann
Downtown homeowner.

HOLY FAMILY CATHEDRAL

ARCHDIOCESE OF ANCHORAGE
811 West Sixth Avenue · Anchorage, Alaska 99501-2021 · (907) 276-3455 · FAX (907) 258-9785

26 November 2014

Mr. Patrick Flynn
Chairman of the Anchorage Assembly
632 West Sixth Avenue, Suite 250
Anchorage, Alaska 99501

Dear Mr. Flynn,

I am responding to the article which appeared in the Sunday Edition of The Alaska Dispatch News, 23 November 2014, Section B, front page: *New Tenant of Former Anchorage Nightclub Scrutinized.*

I do not consider myself a Puritan. I would be the last person to deprive folks of having a good time dining, drinking and dancing. Nonetheless, I, as well as the other three priests who live at Holy Family Cathedral Rectory, do not appreciate the excessive noise, which comes at closing time when Platinum Jaxx was in operation; and what will continue with the newly proposed LED Ultra Lounge and Tri-Grill Restaurant.

Some of the folks who patronize this business, illegally park in the Cathedral's two parking lots. In the wee hours of the morning, usually around 2:00 or 3:00 A.M., while returning to their cars, they are exceptionally loud. In addition, it is sometimes hard to discern from the screaming---shrieking---if some women are being abused or attacked; as well as other illegal activities taking place in our parking lots.

I ask you to seriously consider not to renew the liquor license in question.
I am

Sincerely yours,

fr. Anthony-M. Patalano, O.P.
Pastor

Patrick Flynn, Chair
Anchorage Assembly
632 West 6th Avenue
Anchorage, AK 99501

ANCHORAGE DOWNTOWN PARTNERSHIP, Ltd.
333 West 4th Avenue, Suite 317
Anchorage, AK 99501
Tel. 907-279-5650
Fax 907-279-5651

December 1, 2014

Assembly Chair Flynn,

Anchorage Downtown Partnership, Ltd. (ADP) is an organization dedicated to a Clean, Safe, and Vital downtown. **We write to you today in opposition to a Transfer of Ownership for a Beverage Dispensary Liquor License and/or Duplicate Beverage Dispensary Liquor Licenses to Tri-Grill.**

Over the past several years, our member business and property owners have dealt with a myriad of negative impacts from the downtown nightclub known as Platinum Jaxx. Upon learning about the transfer of the Platinum Jaxx liquor licenses to Tri-Grill, neighboring business and property owners began writing to us objecting to the proposed transfer and opening of a new nightclub in that location based on their past experiences, including:

- **Hotel Captain Cook & Voyager Hotel** (*located behind Platinum Jaxx*)
- **Akhiok-Kaguyak, Inc.** (*owner of buildings behind & on the opposite corner*)
- **RSD Properties** / Robin Brenna (*owner of the building next door*)
- **Real Estate Solutions** / Eric Ritner (*owner of a building across the street*)
- **Mark & Mary Kulstad** (*owner of another building across the street*)
- **Sue Reichmann** (*lives across the street*)

Furthermore, we recently learned that the Alcoholic Beverage Control Board (ABC) investigated FuSions Bar & Grill (co-owned by Robert Alexander according to state business license records) and charged them with a misdemeanor violation of state liquor laws for advertising free drinks in violation of state liquor laws. **On October 8, 2014, the ABC Board voted to suspend the FuSions liquor license for three months and impose a $10,000 fine.**

This violation does not speak well for the management and operations of FuSions Bar & Grill, nor does it inspire confidence in the same business owner operating a much larger establishment like Platinum Jaxx. And given the neighborhood's experience under the previous operator(s), confidence in a new operator is paramount. **Therefore, Anchorage Downtown Partnership, Ltd. respectfully requests that the Anchorage Assembly protest the Transfer of Ownership for a Beverage Dispensary and Duplicate Liquor Licenses to Tri-Grill.**

This is not a request that ADP makes lightly; we are an organization dedicated to promoting and supporting economic development in downtown Anchorage. However, the volume of concerns from surrounding business and property owners related to this license transfer and the recent ABC violation have compelled our organization to act.

Sincerely,

Daniel Mitchell
President
Anchorage Downtown Partnership, Ltd.

Christopher M. Schutte
Executive Director
Anchorage Downtown Partnership, Ltd.

CC: Anchorage Assembly
Mayor Dan Sullivan
Paul Nangle, Downtown Community Council
Alcoholic Beverage Control Board

Hickel Investment Company
939 WEST 5TH AVENUE
ANCHORAGE, ALASKA 99501

EXECUTIVE OFFICES
PHONE (907) 343-2400
FAX (907) 343-2211
hickelinvestment@gci.net

December 2, 2014

Patrick Flynn, Chairman
Anchorage Assembly
632 West Sixth Avenue, Suite 250
Anchorage, AK 99501

Dear Mr. Flynn:

Hickel Investment Company owns and operates the Hotel Captain Cook and the Voyager Inn. This letter expresses our deepest concern and opposition to the liquor license transfer from Platinum Jaxx, Inc. to La Mexicana, Inc. and the subsequent transfer to Robert Alexander, a sole proprietor, who plans to operate the building as a night club and bar.

The Platinum Jaxx building is located only one block away from our two hotels that are occupied by thousands of visitors annually. Not only is the location surrounded by professional office buildings, but it is located within a few blocks of residential condominiums and homes. Platinum Jaxx was a noisy, rowdy nightclub whose patrons would spill out into the streets and were highly disruptive.

We support a restaurant operation, even one with a liquor license. We do not support the operation of a nightclub or bar of the caliber of Platinum Jaxx.

Respectfully,

Bruce Eliasen
CFO, Secretary / Treasurer

From: zbdbd
To: !MAS Assembly Members
Subject: History of 901 w. 6th. LED location
Date: Friday, April 10, 2020 2:27:58 PM

Loose History of 901 w. 6th, the current location of LED Ultra Lounge, leased by Robert Alexander, owned by Trina Johnson.

It was La Mex restaurant that also sold alcohol for decades, owned by Trina Johnson's parents until Trina took over. Never a problem.They closed before midnight.

Platinum Jaxx Bar and Grill opened. The name on the permits on the door belonged to the Call of the Wild bar, previously located at 1430 e. TUDOR. That bar closed due to all of the complaints from the neighbors of that location about gunfire, noise. Fights, etc. Restrictions were put on the liquor license involving security, lighting, sound proofing, traffic control, etc.They opted to close that location and moved downtown to 901 a. 6th. Why ? Because there was no parking lot liability.
All of the same crowd and their problems from Tudor then came downtown and dropped into our previously safe and quiet neighborhood. Call of the Wild name taken off the documents after it was brought to the attention of Alan Tesche.

Next, we have Wally Scott Vierra, co owner, who pleaded guilty to using Platinum Jaxx to launder more than 1/2 million dollars of drug money. Raines and Shine bust 2008. Jaxx wasn't closed for even a day.

Paul Stockler, another co owner of Jaxx sent to prison for tax evasion of almost a million dollars, 2014, I believe.

Robert Alexander, LED owner, currently being charged with several felonies and misdemeanors . One misdemeanor was added because he violated conditions of his felony bail release. He is currently PED supervised and monitored for location and alcohol while waiting for trial.
He was arrested 8/ 2019 for shooting someone at his wife's dilapidated Big Timber Motel. The nixel report has the police stating that he reeked of alcohol.
What happens to a liquor license if Robert Alexander goes to prison or even gets a felony conviction. Character used to matter when obtaining a liquor license.
Trina Johnson, during the summer of 2018 advertised that she was trying to get the liquor license from Robert Alexander...involuntarily. What was the issue ?
The very violent and disruptive crowd moved into the area shortly thereafter. They appeared enmass.
Trina Johnson seems to have no concern about to whom she rents. She has never shown any interest in fixing any of the problems brought to the area by her tenants businesses.
Both Platinum Jaxx and LED were approved at this location based on the fact that they were going to be a restaurant, first and foremost. Both became nothing more than a nightclub.

Please stop allowing history to repeat itself.
Thanks, Sue Rieckmann

Sent from my Verizon, Samsung Galaxy smartphone

From: zbdbd
To: !MAS Assembly Members
Subject: Fwd: RE: mediation meeting - LED & Neighbors
Date: Friday, April 10, 2020 4:41:59 PM

From: Mary Kulstad

Hi Christopher, I believe you are looking for Sue R. I am not in support of Robert 's liquor renewal. I live directly across the street. Throughout the Roberts ownership there have been inconsistencies and misrepresentations. His operation is sporadic. He for the last year has not operated nightly and when he does there have been issues. Since his arrest he is open even less. I have explained my concerns in the past and also think his case and compliance with the workman's comp board still a consideration. I feel with the new issue of his arrest this area should be reviewed for consideration again. His non compliance and respect for laws has been proven by the workman's comp board already.

Although first and foremost as a Liquor Licensee he as any licensed holder is held to a higher standard regarding knowledge, responsibility and enforcement of drinking laws , driving laws, and especially being in possession of a firearm under those circumstances and his use of deadly force. This incident clearly shows his impaired judgement and disregard for following the appropriate guidelines and laws required to oversee a Liquor establishment. He was in flagrant violation and his license should be pulled. Check the record he was intoxicated, driving and in possession of a firearm. The entered commercial building with a loaded gun in hand with intent to use and did. He had every opportunity to call the police and chose the wrong course. In review of old records you find he took the same path in the a past history in a similar issue at his previous Licensed bar location.

Lastly, here is also a question of how he can maintain this license -location, when his bar traffic-hours are so limited? If he was required to supply his books I believe we will find that he cannot financially cover the expense when he is operating on such a limited basis. Which then raises the question of where does the money come from? Legal or is it illegal? Which was a concern before when he did not even own his personal car(s)??

The listed reasons above provide reason to disallow renewal of any liquor license to Robert Alexander.

Sincerely, Mary Kulstad

From: zbdzbd
To: !MAS Assembly Members
Subject: - LED nightclub Mary Kulstad
Date: Friday, April 10, 2020 5:04:46 PM

From: Mary Kulstad <mkhotelseward@gci.net>
Sent: Saturday, October 5, 2019

Hi Silva, I am not in support of Robert 's liquor renewal. I live directly across the street. Throughout the Roberts ownership there have been inconsistencies and misrepresentations. His operation is now sporadic. He for the last year has not operated nightly and when he does there have been issues. Since his arrest he is open even less, but that does not solve the problem. I have explained my concerns in the past and also think his case and compliance or noncompliance with the workman's comp board still a consideration. I feel with the new issue of his arrest this area should be reviewed for consideration again. His noncompliance and respect for laws has been proven by the workman's comp board already. Let see if that has that changed?

Although first and foremost, as a Liquor Licensee he as any license holder is held to a higher standard regarding knowledge, responsibility and enforcement of drinking laws , driving laws, and especially being in possession of a firearm under those circumstances and his use of deadly force. This incident clearly shows his impaired judgement and disregard for following the appropriate guidelines and laws required to oversee a Liquor establishment. He was in flagrant violation and his license should be pulled.

Check the record he was intoxicated, driving and in possession of a firearm. He entered a commercial building with a loaded gun in hand with intent to use deadly force and did. He had every opportunity to call the police and chose the wrong course. This is not an optional for a Liquor License Holder. In review of old records you will find he took the same path in his past history as operator of his previous Licensed Bar location in a similar situation.

Lastly, here is also a question of how he can maintain this license -location, when his bar traffic-hours are so limited? If he was required to supply his books I believe we will find that he cannot financially cover the expense when he is operating on such a limited basis. Which then raises the question of where does the money come from? Legal or is it illegal? Which was a concern before when he testified he did not even own his personal car(s), home , or other property but showed substantial income ??

There are numerus incidences which have been brought to both the police and the hearing officers attention. I sent a lengthy letter at the beginning of these hearings and that information is still valid. I can send it again if needed.

Understandably the police cannot be called each time there is a noise issue or a small disturbance. The course of action is to remove the problem before there are any more life threatening issues and continued liquor violations.

The listed reasons above provide reason to disallow renewal of any liquor license to Robert Alexander.

Sincerely, Mary Kulstad

From: zbdbd
To: !MAS Assembly Members
Subject: Bureaucratic Shuffle re: LED Nightclub
Date: Saturday, April 11, 2020 11:33:21 AM

My experience trying to get help regarding the LED nightclub

I have been shuffled all over trying to get security dealing with a problematic bar crowd, with no success. Why is this so difficult ?Who has the authority ?

I first phoned Chris Constant and also APD, around September of 2018 when a new bar crowd moved in enmass to the area.APD dispatch said that the police were aware and were in the area. Chris did not respond.

I called Chris again after the 4 gunfire incidents during LED bar break, between January and May, 2019. He told me to talk to Sylvia Villamedes, alcohol/marijuana committee.

Sylvia set up a mediation meeting between the neighbors and LED.

I didn't realize that it was the same person who has represented the alcohol industry for over a decade. Not exactly an unbiased mediator.

At a failed first meeting, Amanda Moser of the Downtown Partnership handed the neighbors her card. We both called her. She told both neighbors to contact Mandy Honest with muni licensing.

Both Amanda and Mandy told us to go to the Assembly Safety meeting. Bridget and I went to one and I went to a second. Both meetings ran long and were gaveled out before we got to speak. We didn't really know how it worked. It had changed since the old days.

I was told by a police officer and/or a dispatcher to contact the mayor or the ABC enforcement, or Chris Constant. Did. Was also told to get a taser.

There are 3 parking lots used by LED customers. The one with the most problems is or was,(there was a foreclosure issue, not sure how it settled). Owned by one Native corp., sublet to another Native corp., property manager Bernie Lewis, who hires Dimond parking. In the past, I went to each. Bernie Lewis told me that Dimond handles security. Dimond parking, on more than one occasion has told me that they did not do security during bar hours...too dangerous. Recently a Dimond employee told me to call the Downtown Partnership. Bernie Lewis does not answer my phone messages or emails. I do have documentation of the emails making her aware of the problems for years.

Who is responsible for putting security outside a nightclub where Robert Alexander has been recorded as saying that he has 700 patron. Those patrons all end up outside.

Security, other than me, is needed where LED patrons park and congregate.

Who bears the liability when problems occur on city sidewalks, in the alley, or on the parking lots ?

Sent from my Verizon, Samsung Galaxy smartphone

From: zbdbd
To: !MAS Assembly Members
Subject: Rebuttal to Silvia Villamedes report
Date: Saturday, April 11, 2020 9:08:39 PM

My rebuttal to the Downtown council Alcohol and marijuana committee mediation meeting
Sent to me by
Silvia Villamedes

I found the report to be mostly fiction. The only way that I could figure out how to do this is to comment paragraph by paragraph.
You may have to look at both in order to follow. Sorry.

1) Parking on RSD lot by Robert Alexander. RSD is the small lot between LED and my house

Robert stated that he didn't know...even though the lot is posted, notes were left on his door and window, and orange cones were put out to block the lot, which Robert would move and then park anyway. Tamra Rupe, the property manager of RSD had previously submitted a complaint to the assembly.
Robert said that he wants to park there because of his security camera. Robert said that he needs to park on someone else's property in order to unload for delivery. Robert unloads goods out of the back of the trunk of his small car and a small suv. There is plenty of room to unload on the property that he rents. There are no big delivery trucks and haven't been for years. I have photo documentation.
When I asked point blank if he was going to continue to park on the RSD lot, Robert said yes.
Silvia Villamedes was upset that I asked. She should have been upset about Robert's answer. It shows who Robert Alexander is...full of excuses, someone who takes no responsibility for his actions. If a 53 year old man won't show respect for the neighboring property owners, why who you expect the 20 something bar crowd to be any better.
If any of you were a mediator, wouldn't you say to Robert that the RSD lot is privately owned and posted no parking, so stay off it. Silvia did not. Should have been a no brainer. Recorded documentation.
I have been in communication with Tamra Rupe for years. She is aware that I put the cones out and why. Email Documented.

Still parking section: RSD-
Re: SUE sees a problem with it -
Silvia doesn't mention in her report that Sue sees violence, Sex acts, urination, etc. outside her window on the RSD lot. Not to mention that Robert Alexander physically and verbally threatened her on that lot.

TOWING- Tamra Rupe and I had discussed towing long ago. Tamra said that the tow trucks didn't come quickly enough after the muni changed the towing laws about 5 years ago.

3) NOISE- Complaint about noise coming from inside the bar after midnight and on Sunday evening.

Robert had operated the outdoor Sunday event for 2 summers without a permit.Said that he didn't know. I had called the police several times about the pounding bass heard for hours each Sunday. They never came. The noise went on until midnight on Sundays and until 2 a.m. on Labor Day. It was quieter on one Sunday due to rain.

Noise - Robert opens all of the doors and windows. His excuse is that it's hot.

Is a nightclub allowed to make so much noise after midnight that the neighboring properties can hear ? Don't we have an ordinance for that ? Who is supposed to enforce it.

My solutions, not Silvias :

Sound proofing

Turn the volume down

Install fans and/or air. conditioning

Silvia, the so-called mediator, didn't have a problem with him leaving the door open. Too bad for the bnb guests or neighbors.

4) BAR BREAK -

LED may have staff outside getting customers to move along, but that's only to get them to move off LED property.

The parking lot is not emptied by 3:15 a.m. It's worse in the summer especially. Saturdays are worse. I'm the one waiting for it to be over.

Meeting 9/11/19

1) PARKING - Robert Alexander has contacted Tamra Rupe who authorized him to park on the RSD lot to unload only. I was told by Tamra that the decision was based on being told that it would make it safer for me if Robert was allowed to park there. The authority was taken away after talking to me.

2) TRASH- LED IS PICKING UP ONLY ALCOHOL RELATED TRASH .

The bar crowd also leaves fast food trash, plastic cups, juice bottles, condoms, along with the glass bottles that end up broken.

I am outside before and after the bar crowd. I still have to pick up bottles and trash that are thrown at my house every weekend, often chipping paint off. So Robert doesn't have the right to complain.

Silvia missed the point of all of the photos of alcohol bottles. They show that the bar crowd are in the lot drinking. That includes underage youth.

ALL photos that were sent were taken after mediation.

HOMELESS - The homeless aren't out here with the bar crowd. Too dangerous.

3) NOISE/BAR BREAK -

Silvia volunteered me to call Eric to call Robert. SERIOUSLY !

Notice Silvia didn't volunteer herself.

I really can't say this enough...

I DO NOT WANT TO BE THE VOLUNTEER SECURITY GUARD FOR THE SOMETIMES HUNDREDS OF 20- SOMETHINGS OUTSIDE.

I want to be asleep at that hour, or at the very least, not have the stress and angry adrenalin. My health has been destroyed by this.

Silvia's Summary-

RSD has drive by security maybe once during bar hours. They watch only RSD property. That started before mediation after I told her about the violent crowd and increased problems.

Bernie Lewis has always had Guardian Security for the 2 office buildings, once a night. They do not include the parking lot or bar crowd.

My solution...CLOSE THE LOT after midnight. She said no, even tho the bar crowd has never paid to park there.

Dimond Parking , several employees, have told me that they don't do security for the bar crowd. Too dangerous.Too expensive.

Silvia's claim that there is security is incorrect.

THERE HAS BEEN NO CONSISTENT SECURITY ON EITHER PARKING LOT.

LED had a security vehicle on Halloween and Dia de Los Muerte after 1 a.m.until bar break. They parked right outside my window for show. I'm sure that you'll see that photo OP. There was still noise and property damage.

3) NOISE- Silvia states that the noise coming from the bar was dealt with right away by Robert. Robert says so so Silvia says so.

The neighbors say otherwise. If anything the volume was turned up and went later on Sunday.

4) BAR BREAK - The neighbors do not work for LED. How often has it been that the good samaritan is the one who gets hurt during bar break.

Robert needs to put his own security team outside to deal with his customers.

APD REPORT - I have emailed my rebuttal to the APD report separately. Little tics on a chart don't show what goes on out here. Ask a weekend bar crowd officer. Ask an officer who was out here between the summer of 2018 and November 2019. That was when the really violent crowd was out here. Interesting point, that crowd left after I went to AMCO.

I spoke with a city prosecutor last week. He called about the underaged drunk driver case. He said that there were several cases right now involving LED. He said that he was aware of the violence.

AMCO- When I was there in October, they said that there had been several complaints about LED.

MY SUMMARY

The muni needs to find a better mediator and definitely an unbiased mediator. It may actually solve a lot of these problems. Silvia Villamedes has represented the alcohol industry for too long.

The neighborhood surrounding LED has been without help for years. We have attended meetings and stood before 3 different assemblies. Still the bar crowd runs amok and the nightclub owners have yet to take any responsibility.

Please mandate security after midnight until the parking lots clear. Or, close the bar earlier.

Decisions should be made based on facts, not fiction. For whatever reason, Silvia's report is mostly fiction. There were many witnesses to the first mediation meeting and I have a recording of the second meeting. I thought that they were both very unprofessional.

I have documentation to back up everything that I have said.

Thank you,
Sue Rieckmann

Sent from my Verizon, Samsung Galaxy smartphone

From: zbdbd
To: !MAS Assembly Members
Cc: zbdzbd@aol.com
Subject: LED & Neighbors Conclusion
Date: Saturday, April 11, 2020 9:12:32 PM
Attachments: LED & Neighbors Conclusion.pdf

Silvia Villamedes report . My rebuttal is separate.
Sue Rieckmann

Sent from my Verizon, Samsung Galaxy smartphone

Downtown Community Council

Alcohol & Marijuana Committee
LED & Neighbors Mediation Meetings Notes
7/31/19 & 9/11/19

7/31/19 Attending – Robert (LED) Erick, Sue, (neighbors), Silvia (DCC)
Group talked about the concerns from the neighbors and came up with a list of items. (P = Problem) (S = Solution)

1. Parking
   P. No policing in the parking lot and people are parking at the RSD building parking and at the main parking lot adjacent to the RSD building and Sue's property. Robert is parking at the RSD parking space and Sue sees a problem with it. Sue is putting yellow cones surrounding the RSD parking to prevent people from parking.
   S. Robert will contact RSD management for permission as Robert parks there for delivery access. Sue to contact APD and/or towing company for towing of vehicles however, Sue needs a letter from RSD authorizing to call for towing. Sue will contact RSD management for letter.
2. Trash
   P. Trash and empty liquor bottles surrounding the area. There is no policing the parking lot.
   S. LED will policy the area. LED has been policing however they will do more. Dimond parking to be contacted as they are responsible for parking lot maintenance and security.
3. Noise
   P. Music loud and distributing the neighbors. Doors are open due to the extensive heat this summer. Back patio loud music Saturday and Sunday.
   S. LED has acquired a noise permit from the health department, noise monitoring after 10pm. LED will close one of the doors on the 6th avenue side or both if it's not too hot.

4. Bar Break
   P. Crowd is out of control, staying in parking lot and loud music from vehicles.
   S. At bar break LED has staff outside getting customers to move along, normally the parking lot is cleared by 3:15am to 3:20am. LED will be more diligent with crowd control. Robert will contact Dimond parking to assist with security.

9/11/19 - Attending Robert Alexander (LED), Silvia (DCC), Neighbors could not attend but I moved forward with the meeting. Robert gave an update as follows.

1. Parking – After contacting Matt at Dimond Parking, Dimond it is not the entity in charge of the parking lot, they believe it is Easy Park. Silvia gave Robert Easy Park contact information for Demetric Tuggle. Robert will be contacting them.
   Robert has contacted Tamara Rupe, and she authorize him to park at the RSD building parking area to unload merchandise or deliveries.
2. Trash – LED continues to policy the area, however about 2 weeks ago, after picking up trash of all kind. LED is now only picking up alcohol related items. Parking lot owner needs to policy that area, they need to be responsible. Robert also noted, homeless situation is all around that area, not only around LED. Robert has collected pictures of homeless people sleeping and congregating around the buildings.
3. Noise/Bar Break – Robert reported at the last meeting he had given Erick (neighbor) his personal information and to contact him directly if there were any noise issues or any concerns from him or Sue (neighbor). Erick to be the go between Robert and Sue. As of 9/11, he has not heard or received any calls from Erick.

11/30/19 - Summary:
After meetings with Bernie Lewis (owner of parking lot), Tamara Rupe (management RSD building), Matt Samuel (Dimond Parking), APD, and AMCO, Robert Alexander (LED Lounge) and Russ Reno

1. Parking Lot – It was noted, Easy Park is not connected with this parking lot. Bernie Lewis who is the manager of the parking lot contracts with Dimond Parking.
   Conclusion, parking lot will be monitored 24/7 by Dimond Parking, RSD, and Bernie Lewis (private security company). RSD will not allow any parking at the back parking lot during non-business hours. we feel this is a win for all as the parking lot security was one of the high topics of conversation.

2. Trash - will be monitored 24/7 by Dimond Parking, RSD, Bernie Lewis (private security company), trash around the parking lot and buildings was the second point of conversation. Trash will be monitored and picked up as the parking lot is being monitored by security companies and LED.
3. Noise – Not applicable, this issue was dealt with right away by LED.
4. Bar Break – Neighbors will be communicating with Robert Alexander via personal cellular phone, in the event there are issues that need immediate attention. LED will keep monitoring their building and parking lot at bar break for crowd control and in getting customers to clear the area fast and safe.

- Anchorage Police Department did not have any nugatory report on LED.
- Alcohol, Marijuana Control Office no Notices of Violations noted. However, complaint was received from neighbor.
- RSD will be installing security lights and cameras back of their building. It was determined by RSD no after hours parking will be allowed at the back of their building.

In conclusion, this process may not stop citizens from protesting the license at renewal, however we know the Downtown Community Council A&M Committee worked hard to get neighbors together in order to work on the issues or complaint/s. I would like to thank Russ Reno, Tamara Rupe, Bernie Lewis, Matt Samuel, Robert Alexander, Anchorage Police Department, AMCO and LED neighbors for their involvement in this process in good faith and with the intent for problems or situations to be discussed and resolved through collaboration.

From: zbdbd
To: !MAS Assembly Members
Subject: Party in parking lot LED nightclub
Date: Monday, April 13, 2020 7:04:47 PM
Attachments: 20200315_013348_001.mp4

March 15, 2020 - Loud music and other noise after midnight. Saw female with an alcohol bottle, but didn't get the pic.
Proof that there is no security in the parking lot. Noise is an issue.

Sue Rieckmann

Sent from my Verizon, Samsung Galaxy smartphone

From: zbdbd
To: !MAS Assembly Members
Subject: 3:30 a.m. - LED parking lot
Date: Monday, April 13, 2020 7:20:15 PM
Attachments: 20200413_190621_153587522286875.mp4

Video shows the noise and continued partying in the parking lot. 3:30 a.m. on March 15, 2020.
The video doesn't show the full volume.
Also shows why it's not safe for me to be outside and why there aren't more photos. There is always someone coming up from behind.
Noise carries far downtown . It can be heard at the Captain Cook when windows are open. I see the lights come on. There are often flight crews standing outside waiting for their shuttle at that hour.
I want and need to be asleep inside my home.
Sue Rieckmann

From:	zbdbd
To:	!MAS Assembly Members
Subject:	Security - LED
Date:	Tuesday, April 14, 2020 11:11:11 AM

Now would be an excellent time to collect information from dispatchers and police officers who work the weekend bar hours.
The dispatchers are probably aware that 311 is often busy during that time. The police are aware of what was happening outside of LED, particularly between the summer of 2018 and fall of 2019.
There was a police presence after the 4 gunfire incidents on this block.
I know that the police would like to see a solution . They cannot deal with what are considered minor crimes during weekend bar hours. Seek the truth.
A P.O. has told me that security would make a difference. Perhaps a P.O. telling the assembly that would get my neighborhood the needed security when our words haven't seemed to matter for almost 10 years.
The bar crowd is no longer " boys will be boys". They have guns.
The bar owners aren't innocent victims.
We are a small, once peaceful neighborhood. Untraditional, sure.
We are long time property owners who invested in downtown before it was cool.
The Elizabeth House has opened up on 7th and soon a new building on 6th and H st will go up, bringing new people to the area, and another proposed bar.
We need security; mandated, consistent enforcible security for the hours after midnight, when LED is open.
We need noise control for the noise coming from LED and from their customers outside.
This is a nightclub not a restaurant. Platinum Jaxx and LED both got approval from the assembly based on promises that it was to be a restaurant first and foremost. I do not believe that it would have been approved for a nightclub.
Decisions should be made on facts and proven history.

Thanks again,
Sue Rieckmann

Sent from my Verizon, Samsung Galaxy smartphone

Municipal Clerk's Office
Approved
Date: April 14, 2020

Submitted by: Assembly Chair Dunbar, Assembly Vice-Chair Weddleton and Public Safety Committee Co-Chairs Dyson and Petersen
Prepared by: Municipal Clerk's Office
For reading: April 14, 2020

ANCHORAGE, ALASKA
AR No. 2020–103

A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY REGARDING THE STATE OF ALASKA APPLICATION FOR THE RENEWAL OF BEVERAGE DISPENSARY-DUPLICATE LIQUOR LICENSE #4551 FOR ROBERT ALEXANDER DBA L.E.D. ULTRA LOUNGE & GRILL LOCATED AT 901 W 6TH AVE., ANCHORAGE, AK 99502, AND AUTHORIZING THE MUNICIPAL CLERK TO TAKE CERTAIN ACTION.

(Downtown Community Council)

WHEREAS, Robert Alexander has made an application with the Alaska Alcohol and Marijuana Control Office (AMCO), for consideration by the Alcoholic Beverage Control (ABC) Board, and has paid the required fee for the renewal of beverage dispensary-duplicate liquor license #4551 to be used for L.E.D. Ultra Lounge & Grill, located at 901 W 6th Ave., Anchorage, Alaska, 99502; and

WHEREAS, the Municipal Clerk reports the following status concerning this location:

1. Any ABC Board violations and/or incidents on file that would lead to an ABC Board violation are attached; and

2. There are no taxes owing to the Municipality of Anchorage; and

3. Special Land Use Permit, required by AMC 21.03.040C4.a., **has been approved**; and

4. Certifications from the Building Safety Official, Land Use Enforcement and the Anchorage Fire Department **have been received**; and

5. Certification from the Anchorage Health Department **has not been received**; and

6. The Municipal Clerk's Office received public comments regarding public safety and concerns which are attached; and

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

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

WHEREAS, the Anchorage Municipal Clerk received a copy of this application on March 6, 2020 and has determined that the last day for the Assembly to file a protest is May 5, 2020; and

WHEREAS, this resolution sets the public hearing on the protest of the renewal of liquor license, #4551, for April 14, 2020; and

WHEREAS, 10 day notice of the public hearing has been given to the applicant and the Spenard Community Council as required by AMC 2.30.120. and AS 04.21.010(d); and

WHEREAS, the Assembly Meeting on April 28, 2020 is the last scheduled regular meeting of the Anchorage Assembly prior to the expiration of the protest period; and

WHEREAS, the Assembly has provided the liquor licensee the opportunity to defend the renewal application, has considered the testimony and evidence relevant to this liquor license, and has considered the options of either protesting or waiving protest and requesting the ABC Board impose conditions.

NOW, THEREFORE, the Anchorage Assembly resolves:

Section 1. The Anchorage Assembly finds the applicant and the Downtown Community Council were given notice and a hearing was properly held April 14, 2020 for purposes stated herein with relevant evidence presented as indicated in the public records maintained by the Municipal Clerk.

Section 2. Per Anchorage Municipal Code section 2.30.125, in the exercise of its powers and under AS 04.11.480 and 3 AAC 304.145 to protest issue, renewal and transfer of alcoholic beverage licenses within the municipality, the assembly shall consider whether the proposed license meets the factors and standards set forth in that section, and those potentially relevant, pending the public hearing, to the renewal application for license #4551 are listed below.

A. After review of the application and all relevant information, the Assembly finds that **(only check items that apply)**:

- ☐ Training. The applicant cannot demonstrate prospective or continued compliance with a liquor server awareness training program approved by the state alcoholic beverage control board, such as or similar to the program for techniques in alcohol management (T.A.M.). Until such plan is approved, training by a licensee's employees in the T.A.M. shall constitute compliance with this section. (This subsection is effective December 1, 1985.)
- ☐ Operations procedures. The applicant cannot demonstrate prospective or continued compliance with operations procedures for licensed premises set forth in section 10.50.035.
- ☐ Public safety. The operator cannot demonstrate the ability to maintain order and prevent unlawful conduct in licensed premises. In determining the operator's demonstrated ability to maintain order and prevent unlawful conduct, the assembly has considered police reports, testimony presented before the assembly, written comments submitted prior to or during the public hearing, and other evidence deemed to be reliable and relevant to the purpose of this subsection. For purposes

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of this section and section 10.50.035 the term "licensed premises" shall include any adjacent area under the control or management of the licensee.

☐ Public health. The operator has engaged in a pattern of practices injurious to public health or safety, such as providing alcohol to minors or intoxicated persons, committing serious violations of state law relevant to public health or safety, or other actions within the knowledge and control of the operator which place the public health or safety at risk. The assembly has considered criminal convictions, credible proof of illegal activity even if not prosecuted, police reports, testimony presented before the assembly, written comments submitted prior to or during the public hearing, and other evidence deemed to be reliable and relevant to the purpose of this subsection.

Section 3. Per AMC subsection 2.30.120F.2., in the exercise of its rights under AS 04.11.480(c), based on the evidence and information provided, and based on the findings in Section 2, the Assembly respectfully requests that the Alcoholic Beverage Control Board impose the following conditions, if any are listed, on liquor license #4551:

Section 4. The Anchorage Assembly hereby enters its **CONDITIONAL PROTEST** for the renewal of beverage dispensary-duplicate liquor license, #4551, until this condition is met:

- Certification from the Anchorage Health Department has been received.

Section 5. A copy of this Assembly Resolution may be presented to AMCO as proof that the Anchorage Assembly, as the local governing body, has stated its protest in order to allow the Director of AMCO to hold processing of the renewal of beverage dispensary-duplicate liquor license, #4551 under local protest, until the Director receives confirmation from the Municipal Clerk that the condition in Section 1 have been met, and this protest is lifted as authorized by this Assembly Resolution.

Section 6. The Anchorage Assembly hereby authorizes the Municipal Clerk, upon confirmation that all conditions in Section 1 have been met, to provide written notification to AMCO that this protest is lifted without further action by the Assembly.

PASSED AND APPROVED by the Anchorage Assembly this 14th day of April, 2020.

DocuSigned by:
Forrest Dunbar
8C33765CD5D3437...

Chair

ATTEST:

DocuSigned by:
Barbara A. Jones
D968C7461BE245A...

Municipal Clerk

THE STATE of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community, and Economic Development
ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

March 6, 2020

Municipality of Anchorage
Via Email: munilicenses@muni.org

Re: Notice of 2020/2021 Liquor License Renewal Applications

We have received the renewal applications for each license listed below (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

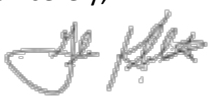
License #	DBA	License Type
1691	Silk	Restaurant/Eating Place
10	Al's Alaskan Inn	Beverage Dispensary - Tourism
51	American Legion Post #1	Club
135	Last Frontier Bar	Beverage Dispensary
402	Flight Deck Bar/Arctic Inn	Beverage Dispensary - Tourism
1036	Slippery Salmon Bar & Grill	Beverage Dispensary
1494	35 + Singles Club	Club
1625	Firetap Alehouse Rest. Tikahtnu Commons	Beverage Dispensary
1632	Jack Sprat	Restaurant/Eating Place
2636	Guido's Pizza	Restaurant/Eating Place
2988	Little Italy Restaurante	Beverage Dispensary
3906	Fred Meyer - Dimond #71	Package Store
3971	Moose's Tooth Pub & Pizzeria	Beverage Dispensary
4108	Fred Meyer Muldoon #18	Package Store
4160	Fred Meyer #656	Package Store
4186	Fred Meyer #668	Package Store
4377	Growlers, Whiskey and Wine	Package Store
4531	Tri-Grill	Beverage Dispensary
4545	McGinleys Alaskan Pub	Beverage Dispensary
4551	L.E.D Ultra Lounge & Grill	Beverage Dispensary - Duplicate
4552	L.E.D Ultra Lounge & Grill	Beverage Dispensary - Duplicate
4774	Embassy Suites Anchorage	Beverage Dispensary - Tourism
4820	Crush Bottle Shop	Package Store
5121	Silver Gulch Brewing and Bottling	Package Store
5131	Silver Gulch Brewing & Bottling	Beverage Dispensary - Tourism
5190	Xalos Grill	Restaurant/Eating Place

5316	The Red Chair Cafe	Restaurant/Eating Place
5324	BurgerFi	Restaurant/Eating Place
5427	Double Shovel Cider Company	Winery
5448	Firetap	Package Store
5453	BurgerFi, Creekside Mall	Restaurant/Eating Place
5463	Marco T's Pizzeria	Restaurant/Eating Place
5551	Fried Rice Express Asian Cuisine	Restaurant/Eating Place
5648	49th State Spirits and Gifts	Package Store
5714	The Odom Corporation	Wholesale - General
5718	Charlou	Restaurant/Eating Place

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 written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,



Glen Klinkhart, Interim Director
amco.localgovernmentonly@alaska.gov

Alcohol and Marijuana Control Office
550 W 7th 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-17: 2020/2021 Renewal License Application

What is this form?

This renewal license application form is required for all individuals or entities seeking to apply for renewal of an existing liquor license that are is due to renew by December 31, 2019. All fields of this form must be complete and correct, or the application will be returned to you in the manner in which it was received, per AS 04.11.270 and 3 AAC 304.105. The Community Council field only should be verified/completed by licensees whose establishments are located within the Municipality of Anchorage or outside of city limits within the Matanuska-Susitna Borough.

This form must be completed and submitted to AMCO's main office before any license renewal application will be reviewed. Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees that an application will be considered complete, or that a license will be renewed.

Section 1 – Establishment and Contact Information

Enter information for the business seeking to have its license renewed. If any populated information is incorrect, please contact AMCO.

Licensee:	Robert Alexander	**License #:**	4551
License Type:	Beverage Dispensary - Duplicate		
Doing Business As:	L.E.D Ultra Lounge & Grill		
Premises Address:	901 W 6th Avenue		
Local Governing Body:	Municipality of Anchorage		
Community Council:	Downtown		

Mailing Address:	8100 Skymt Lane				
City:	Anchorage	**State:**	AK	**ZIP:**	99502

Enter information for the individual who will be designated as the primary point of contact regarding this application. This individual must be a licensee who is required to be listed in and authorized to sign this application.

Contact Licensee:	Robert Alexander	**Contact Phone:**	229-2053
Contact Email:	roba@gci.net		

Optional: If you wish for AMCO staff to communicate with an individual who is not a licensee named on this form (eg: legal counsel) about this application and other matters pertaining to the license, please provide that person's contact information in the fields below.

Name of Contact:	N/A	**Contact Phone:**	
Contact Email:			

Alaska Alcoholic Beverage Control Board

Form AB-17: 2020/2021 Renewal License Application

Section 2 – Entity or Community Ownership Information

Licensees who directly hold a license as an individual or individuals should skip to Section 3. General partnerships and local governments should skip to the second half of this page. All licensees that are **corporations** or **LLCs** must complete this section. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations, Business & Professional Licensing (CBPL). The CBPL Entity # below is **neither** your EIN/tax ID number, **nor** your business license number. **You may view your entity's status or find your CBPL entity number by vising the following site: https://www.commerce.alaska.gov/cbp/main/search/entities**

Alaska CBPL Entity #:	

You must ensure that you are able to certify the following statement before signing your initials in the box to the right: Initials

I certify that this entity is in good standing with CBPL and that all current entity officials and stakeholders (listed below) are also currently and accurately listed with CBPL. ☐

This subsection must be completed by any **community** or **entity**, including a corporation, limited liability company, partnership, or limited partnership, that is applying for renewal. If more space is needed, please attach additional completed copies of this page.

- If the applicant is a **corporation**, the following information must be completed for each ***shareholder 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***.

Important Note: The information provided in the below fields (including spelling of names, specific titles, and percentages held) must match that which is listed with CBPL. If one individual holds multiple titles mentioned in the bullets above, all titles must be listed for that individual on this application and with CBPL. Failure to list all required titles constitutes an incomplete application. **You must list ALL of your qualifying officials, additional copies of this page or a separate sheet of paper may be submitted if necessary.**

Name of Official:					
Title(s):		Phone:		% Owned:	
Mailing Address:					
City:		State:		ZIP:	

Name of Official:					
Title(s):		Phone:		% Owned:	
Mailing Address:					
City:		State:		ZIP:	

Name of Official:					
Title(s):		Phone:		% Owned:	
Mailing Address:					
City:		State:		ZIP:	

Alaska Alcoholic Beverage Control Board

Form AB-17: 2020/2021 Renewal License Application

Section 3 – Sole Proprietor Ownership Information

Entities, such as corporations or LLCs, should skip this section. This section must be completed by any licensee who directly holds the license as an **individual or multiple individuals** and is applying for license renewal. If more space is needed, please attach a separate sheet that includes all of the required information.
The following information must be completed for each licensee and each affiliate.

This individual is an: ☑ applicant ☐ affiliate

Name:	Robert Alexander		**Contact Phone:**	229-2053	
Mailing Address:	8100 Sky Mt. Lane				
City:	Anchorage	**State:**	AK	**ZIP:**	99502
Email:	roba@gci.net				

This individual is an: ☐ applicant ☐ affiliate

Name:			**Contact Phone:**		
Mailing Address:					
City:		**State:**		**ZIP:**	
Email:					

Section 4 – Alcohol Server Education

This section must be completed only by the holder of a beverage dispensary, club, or pub license or conditional contractor's permit. The holders of all other license types should skip to Section 5.

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

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of a patron have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, as set forth in AS 04.21.025 and 3 AAC 304.465. RA

Section 5 – License Operation

Check a single box for each calendar year that best describes how this liquor license was operated:

	2018	2019
The license was regularly operated continuously throughout each year.	☑	☑
The license was regularly operated during a specific season each year.	☐	☐
The license was only operated to meet the minimum requirement of 240 total hours each calendar year. *If this box is checked, a complete copy of Form AB-30: Proof of Minimum Operation Checklist, and all necessary documentation must be provided with this application.*	☐	☐
The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both of the calendar years. *If this box is checked, a complete copy of Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated for at least the minimum requirement, unless a complete copy of the form (including fees) has already been submitted for that year.*	☐	☐

Alaska Alcoholic Beverage Control Board

Form AB-17: 2020/2021 Renewal License Application

Section 6 – Violations and Convictions

Applicant violations and convictions in calendar years 2018 and 2019:

	Yes	No
Have any notices of violation (NOVs) been issued for **this license** in the calendar years 2018 or 2019?	☐	☑
Has any person or entity named in this application been convicted of a violation of Title 04, of 3 AAC 304, or a local ordinance adopted under AS 04.21.010 in the calendar years 2018 or 2019?	☐	☑

If "Yes" to either of the previous two questions, attach a separate page to this application listing all NOVs and/or convictions.

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 current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.	RA
I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name or the ownership (including officers, managers, general partners, or stakeholders) from what is currently approved and on file with the Alcoholic Beverage Control Board.	RA
I certify on behalf of myself or of the organized entity 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.	RA

As an applicant for a liquor license renewal, 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. I agree to provide all information required by the Alcoholic Beverage Control Board or AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned to me as incomplete.

Robert Alexander
Signature of licensee

Robert Alexander
Printed name of licensee

Signature of Notary Public

Notary Public in and for the State of Alaska.

My commission expires: July 26, 2022

Subscribed and sworn to before me this 27th day of February, 2020.

ANDREA ORNELAS-REYES NOTARY PUBLIC MY COMMISSION EXPIRES JULY 26, 2022 STATE OF ALASKA

Seasonal License? Yes ☐ No ☒

If "Yes", write your six-month operating period: _____

License Fee:	$ 2500.00	**Application Fee:**	$ 300.00	**TOTAL:**	**$ 2800.00**
Miscellaneous Fees:					500
GRAND TOTAL (if different than TOTAL):					3300.00

APD Calls for Service Report.

Calls For Service (CFS): 901 W 6th Avenue / LED Ultra Lounge			
(Filtered out cancelled calls, duplicate records and traffic stops that did not appear to originate at address)			
Final Call Type	**2018**	**2019**	**Total**
Assault	1	2	3
Assault With A Weapon		1	1
Burglary		1	1
Community Policing	8	6	14
Disorderly Conduct	1		1
Disturbance	12	12	24
Disturbance With A Weapon		3	3
Drunk Transport	1		1
DV Violation	1		1
DWI		1	1
Eluding		1	1
Follow Up		2	2
General Locate	1		1
Liquor Law Violation		2	2
Misconduct Involving A Weapon	1	1	2
Noise Complaint		3	3
Officer Hailed		1	1
Parking Problem/Over 24		2	2
Resisting Arrest		1	1
Security Check	8	5	13
Subject Stop	15	20	35
Threats		1	1
Vehicle In Distress		1	1
Warrant Service		2	2
Welfare Check	4	3	7
Grand Total	**53**	**71**	**124**

Bryan Morberg
Crime Analyst
Anchorage Police Department
716 W 4th Ave, Anchorage, AK 99501
Office: (907) 786-8698
bryan.morberg@anchorageak.gov

From:	Sue Rieckmann
To:	!MAS Assembly Members
Cc:	downtown.council@gmail.com
Subject:	2 LED nightclub Alley
Date:	Friday, November 22, 2019 11:07:48 AM

Phot attached

8/24/19

Can you see the girl laying in the alley ?
She was in the LED parking lot screaming around 2 a.m.. I went out, screaming stopped.
2:15 a.m., girl again screaming, this time from the alley behind LED. Falling off her high heels, she walked past my house. I watched her as she bent over as if to puke behind the Voyager hotel. Then she went down flat in the alley. If I hadn't seen her go down, I wouldn't see her at all in the dark.
I called 311, line busy. While on hold, I called the Downtown Partnership. Wasn't sure if they'd come quickly. I then called the Voyager, who sent security from the Captain Cook. DP and CC dealt with her.
It shouldn't be me and everyone else dealing with these kind of issues on the nights when LED is open.
I was highly stressed because of the way that the bar crowd speeds through the alley and parking lots at bar break. She could have easily been run over in the dark. She was not visible.
She had high heels on. Not the usual attire for the homeless. She was in the parking lot used by LED customers on a Saturday morning at 2 a.m. A lot that sits empty on the 5 nights when the bar is not open. Later she was walking down the alley from behind LED.
Security is needed outside LED where their customers park.

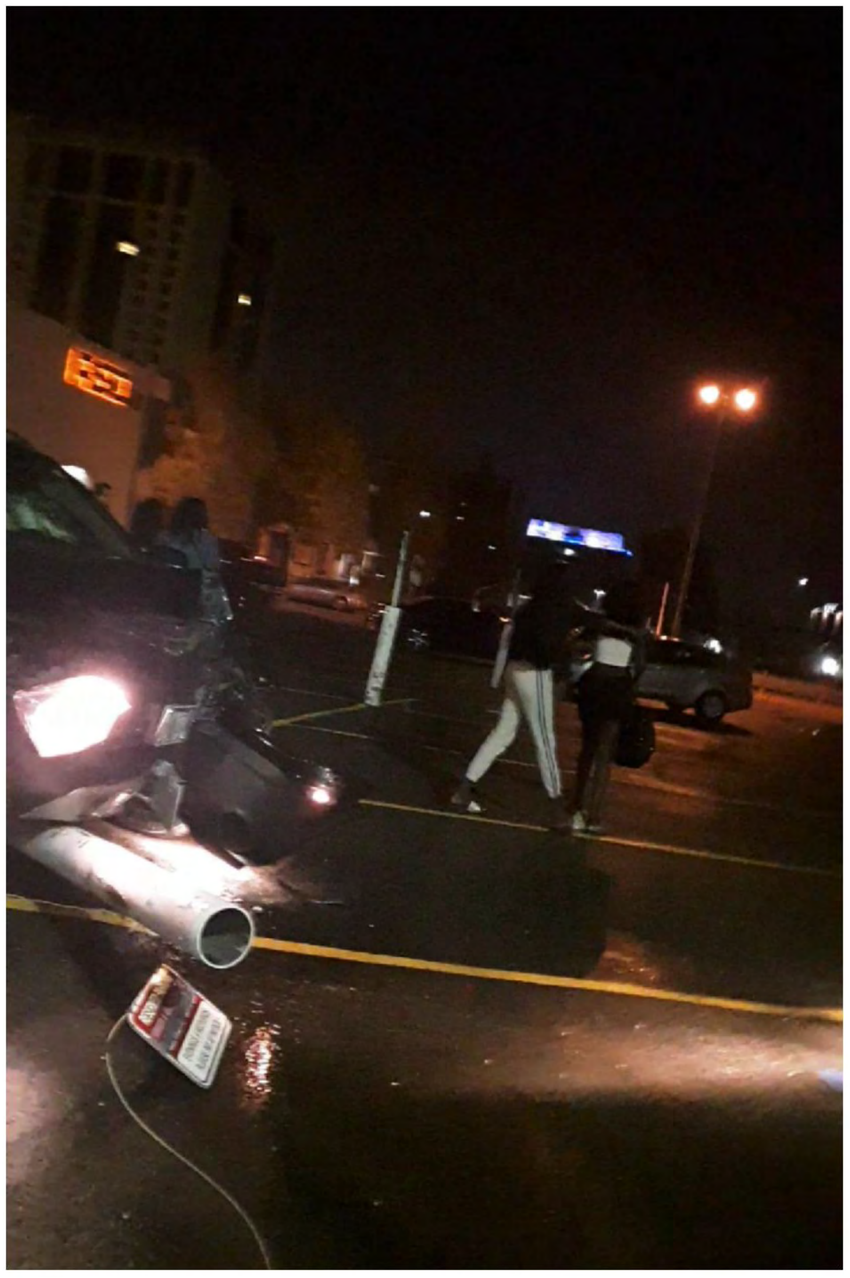
Sue Rieckmann
923 1/2 w. 6th ave.
277 2080

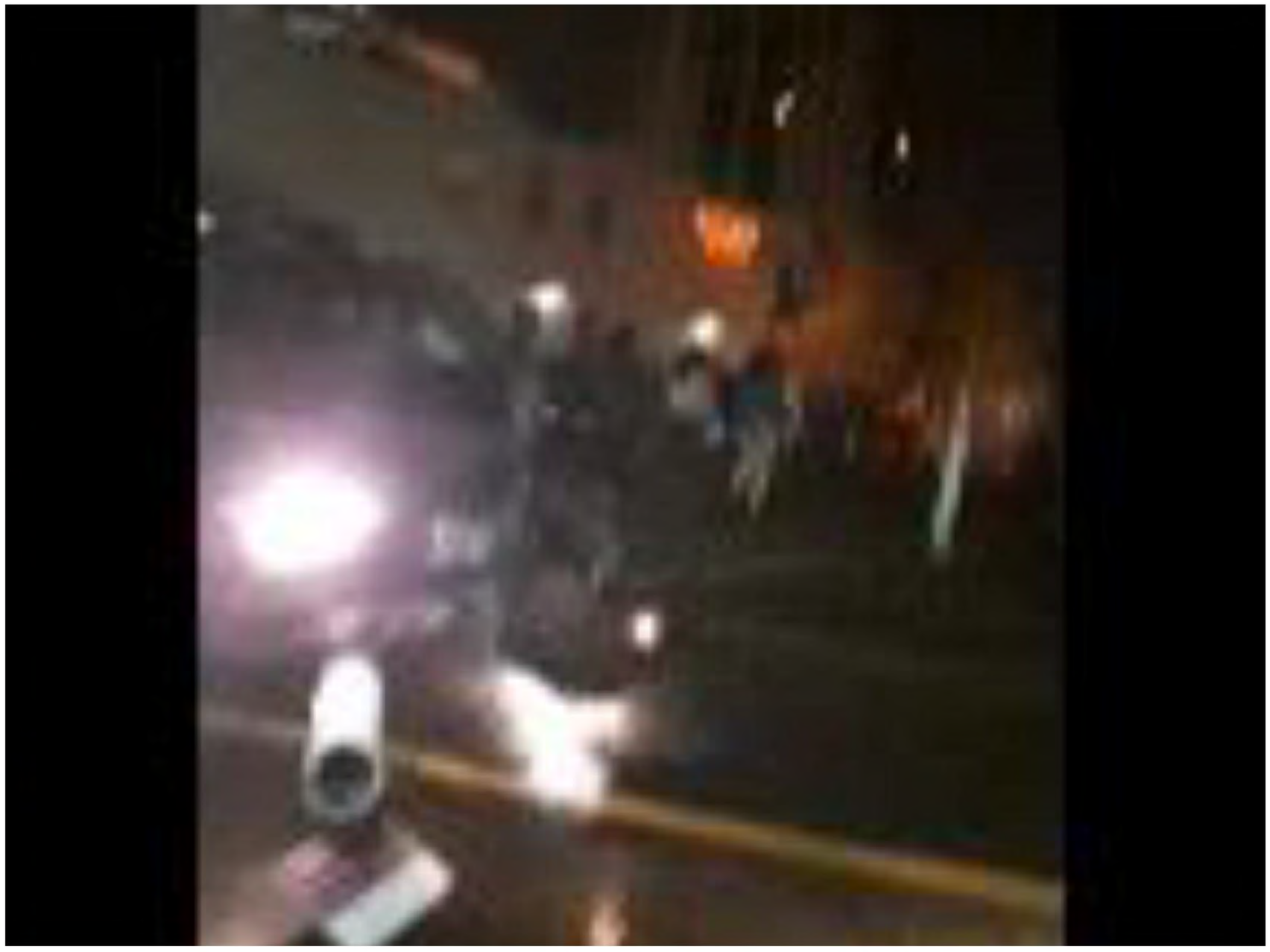


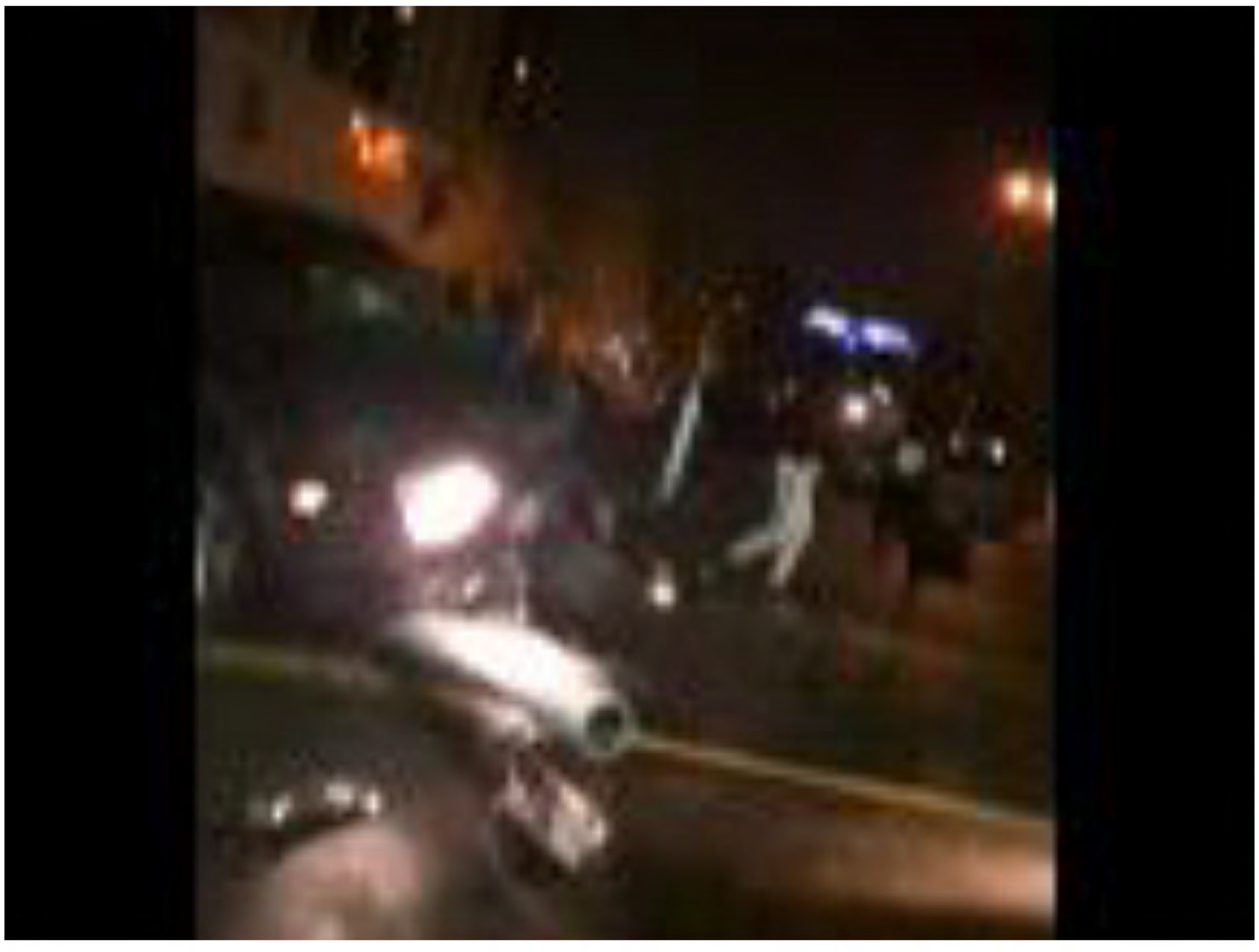
From: Sue Rieckmann
To: !MAS Assembly Members
Cc: downtown.council@gmail.com
Subject: Drunk driver LED parking lot property damage
Date: Friday, November 22, 2019 11:19:07 AM

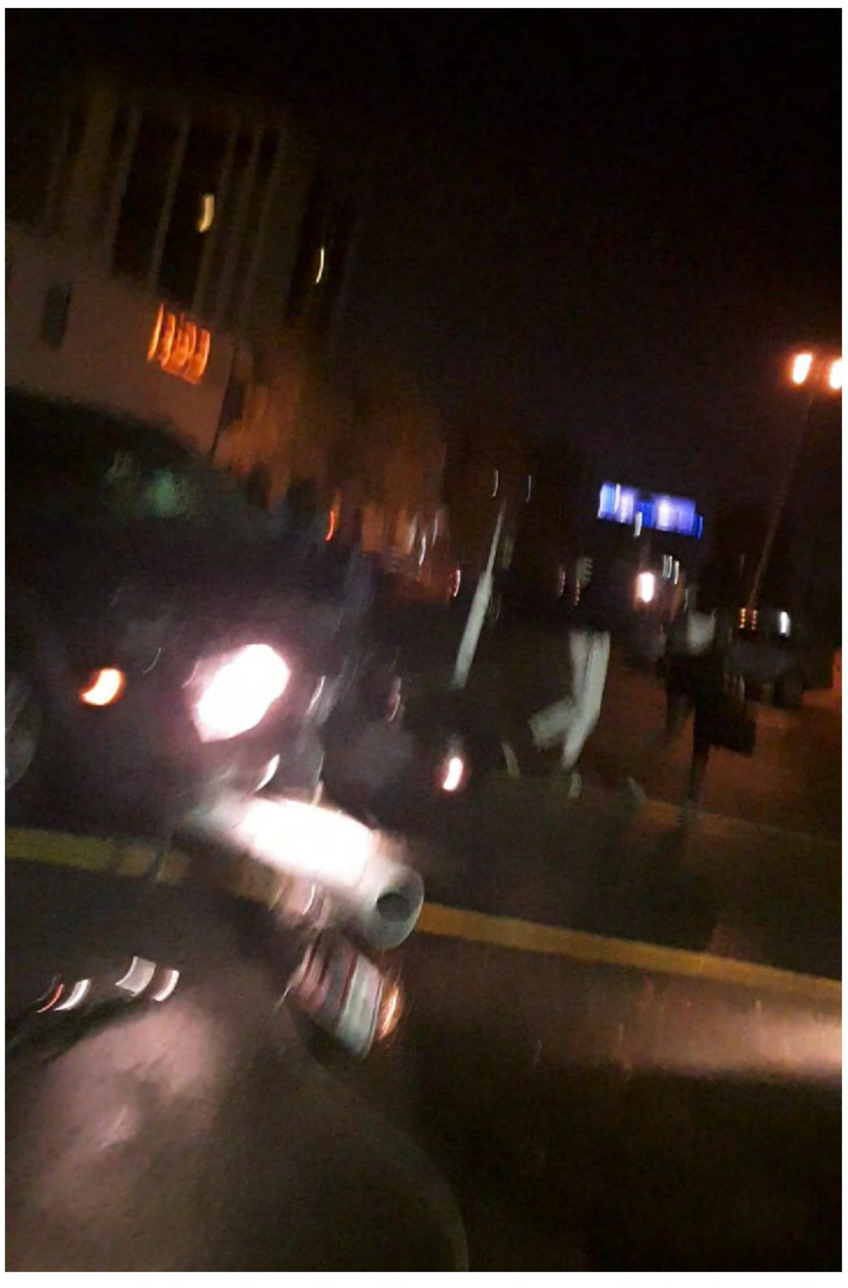
Subject: Drunk driver LED parking lot
August 31, 2019
video attached
18 year old drunk driver at bar break from LED nightclub, 3:15 a.m. Blew twice the legal limit. Took out a 6 ft. Metal pole along with pavement. No security. 10 young ladies outside my house screaming at each other. None of them called the police.
I had to go outside and video and call the police.
Security is needed where the bar patrons park. It shouldn't be up to me to deal with this and suffer the consequences.

Sent from my Verizon, Samsung Galaxy smartphone









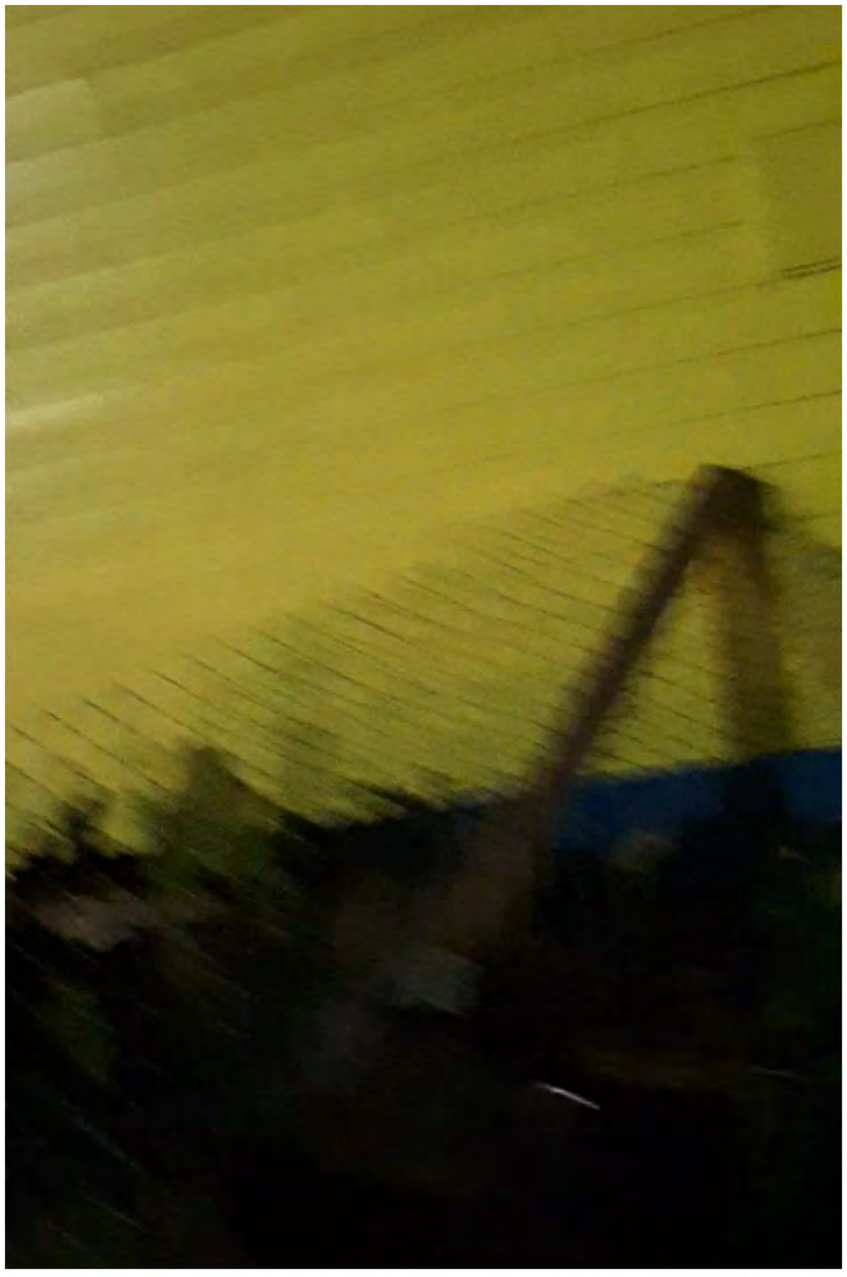
From: Sue Rieckmann
To: !MAS Assembly Members
Cc: downtown.council@gmail.com
Subject: Fwd: Fence damage
Date: Friday, November 22, 2019 12:39:58 PM

Fence at my house upended with the cement blocks on their sides and cedar posts slammed into my house. 2 a.m. LED Parking lot. One man and 3 women walking toward LED, yelling at me and laughing, leaving me to fix it. Imagine the noise from 2 4x4 posts hitting my wooden house at 2 a.m., not knowing what happened without running outside barefoot, seeing property damage for no reason, and having these lovely young people laughing and yelling at you. This has happened 4 times at different parts of the fence, bending metal posts and breaking cement blocks. I have an audio of what my break down sounds like because my hands were shaking too much to have a clear video. I can't put up a proper fence that can be climbed on, it can't be a wooden fence that they drive through, it can't be a solid fence because then they stash their backpacks and bottles behind it. This fence is up to keep the bar crowd from urinating on every surface of my home, which is what they did before the fence. It is the only reason that I put the fence up. Now they urinate on the fence and planters and ground around my house to the point that it is a permanent smell.

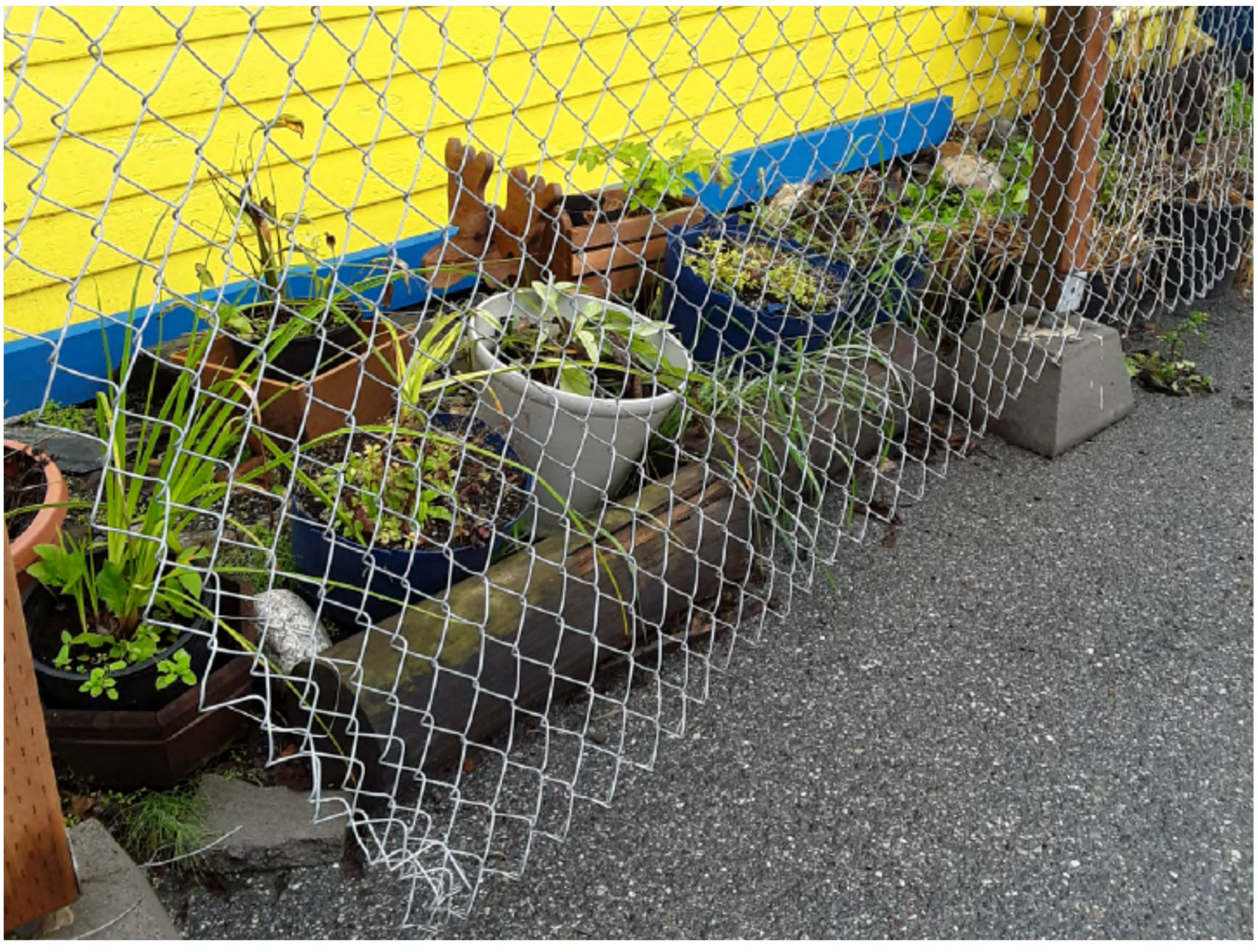
Security in the parking lot that LED uses needs to be required.

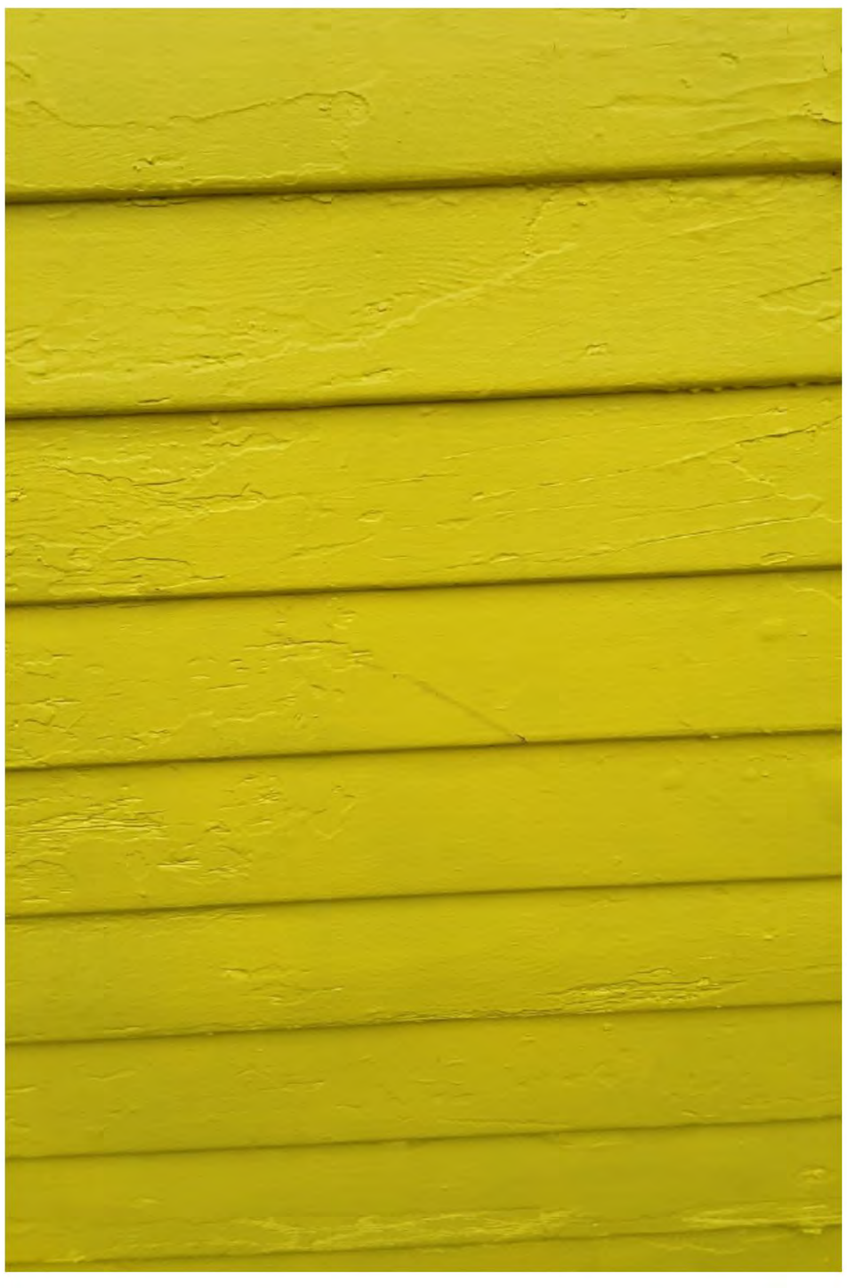
Sue Rieckmann

Sent from my Verizon, Samsung Galaxy smartphone









From:	Sue Rieckmann
To:	!MAS Assembly Members
Cc:	downtown.council@gmail.com
Subject:	LED Nightclub liquor license
Date:	Friday, November 22, 2019 10:57:19 AM

---

photo attached

Regarding liquor license for LED nightclub ON 6th and I st.
Photos taken daily from 10/13/19 - 10/18/19, between midnight and 3 a.m. Proof of dates and times are on my phone, if you need them. The first photo is when LED is open. The next 5 are from when LED is closed.

This is how it is every week since a nightclub moved into the neighborhood. It went from being a peaceful area to being an unlivable situation during bar hours, between midnight and 3 a.m., Sat. and Sun.

At bar break there have been 4 shootings since January 1, 2019, on or around this block, 6th ave., between I st. and K st. There has never been gunfire at any other time.

During bar hours, there is loud noise from music, fights, etc., it's quiet on the other nights.

On Sunday mornings there are empty alcohol bottles on this lot that were not there on Saturday evenings. There have been bottles and/or broken glass etc. on this lot every Sunday morning for over a year except for recently. I have dozens of photos if you need more than what I've already sent.

The same excuses keep getting used. It's from the homeless or it's because there is a liquor store on 5th. The homeless aren't drinking Corona, Ceroc and Patron tequila, which are shown in other photos that I will be sending. And, the homeless, as a rule don't hang around the bar crowd because it could be dangerous for them.

The Brown Jug liquor store closes at 10.p.m. The excuses aren't fact.

And again, the lot fills up during bar hours after midnight, and sits empty the rest of the week.

There is a secondary lot across the alley on 5th which also fills up, usually after 1:30 a.m. The lots hold approx. 50 vehicles each. Empty after midnight except during open bar hours.

These parking lots are outside my home, where I've lived for 25 years. There has been no security on these lots and a lot of problems caused by the people who park there during LED open hours.

These lots are also in full view of the Captain Cook hotel.

Robert Alexander, owner of LED has been recorded at one of the supposed mediation meetings saying that he isn't responsible for where his customers park.Also, that he doesn't want the liability. The recording was with everyone's consent. He is quoted in the Press that if the neighbors don't like it, they should move. Why does a person who rents a building have more rights than long term property owners ?

Every property owner on the block has complained.

This is why the nightclubs moved downtown, because they are only responsible for the small strip in front of their building. They can push a problem customer out onto the sidewalk and not deal with him. They become the problem of the surrounding property owners. The nightclub holds no responsibility for the gunfire happening only at bar break on our block ? At what point do the neighbors get any help ?.

A night club owner can rent a building in what was once a nice, quiet neighborhood but have no cares or responsibility for the crime, noise, property damage, violence, etc., that a nightclub has been proven to bring to an area. It is the neighboring property owners, who did not want a nightclub on the block that pay the price.

Platinum Jaxx and LED got into this area promising to be a restaurant, first and foremost. It is on record from the licensing process that Robert Alexander stated that it was not going to be a nightclub. He was adamant and got angry every time that nightclub was brought up. Yet, LED is nothing but a nightclub open mainly twice a week after midnight. There are no trucks delivering alcohol, food, soda or anything to LED. LED doesn't serve the office building, hotels or neighborhood.It is a nightclub.

It is the neighboring property owners, who have invested in downtown who are the victims. It is not the bar owner. It is not Trina Johnson,the owner of the building housing LED. Both are making money with no thought or care for the neighboring properties. We asked for, at the very least, restrictions to be put on the LED liquor license during the licensing process. We were ignored. Something needs to change.

Security is needed outside the club in the parking lots where LED customers park between midnight and until the lots clear during open LED hours. If you want to claim that it's a police issue, there still needs to be a human being out there who is calling the police. It cannot continue to be my responsibility.

This has been going on for years with no change. The neighbors have all tried to get help over the years and have been ignored. Other problem bar locations have had to close at midnight. Now LED only gets the crowd after the other bars close.

Why is it such a difficult decision to put security outside a nightclub. It's been proven over and over downtown that it is needed. The police say that it would make a difference. The police can't be parked outside of every problem bar downtown. Security could handle issues immediately and also be there to call the police and be a witness.

I'm going to be sending more information, photos, documentation etc. I'm seeking help. I hope that you will take it all into consideration when the LED liquor license comes up for renewal.

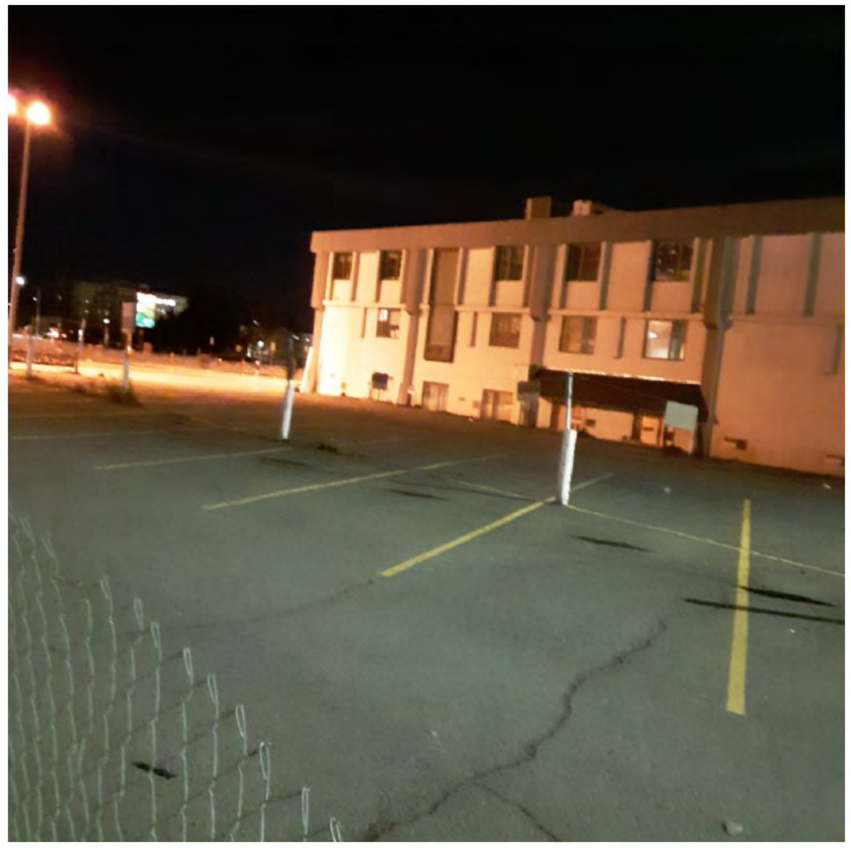
Thank you,

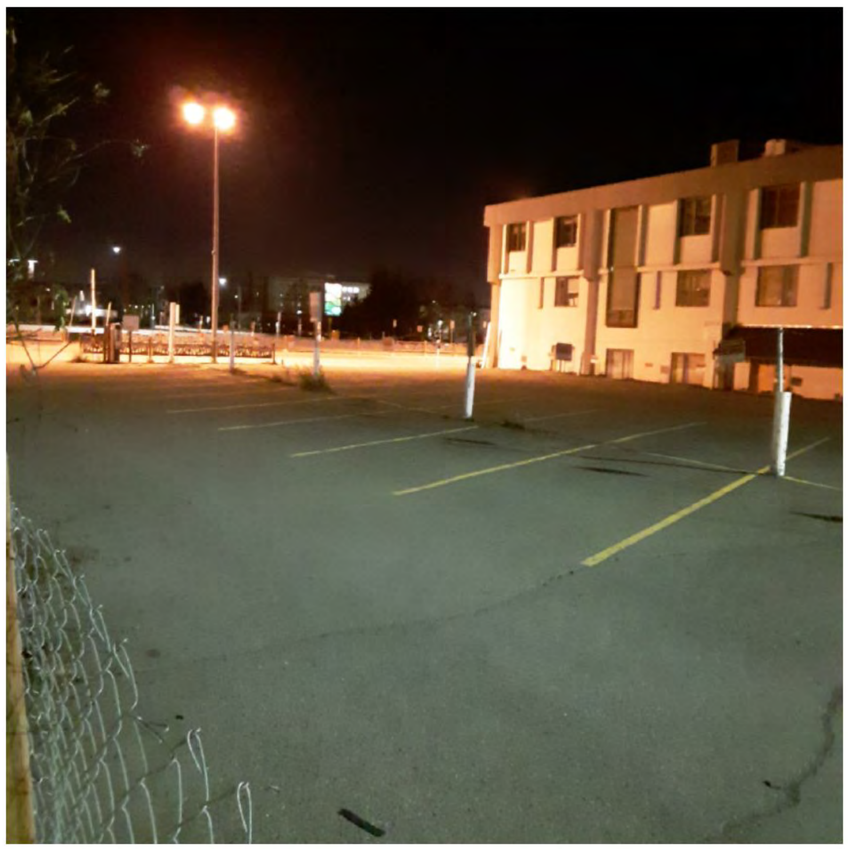
Sue Rieckmann
923 1/2 w. 6th ave.
277 2080

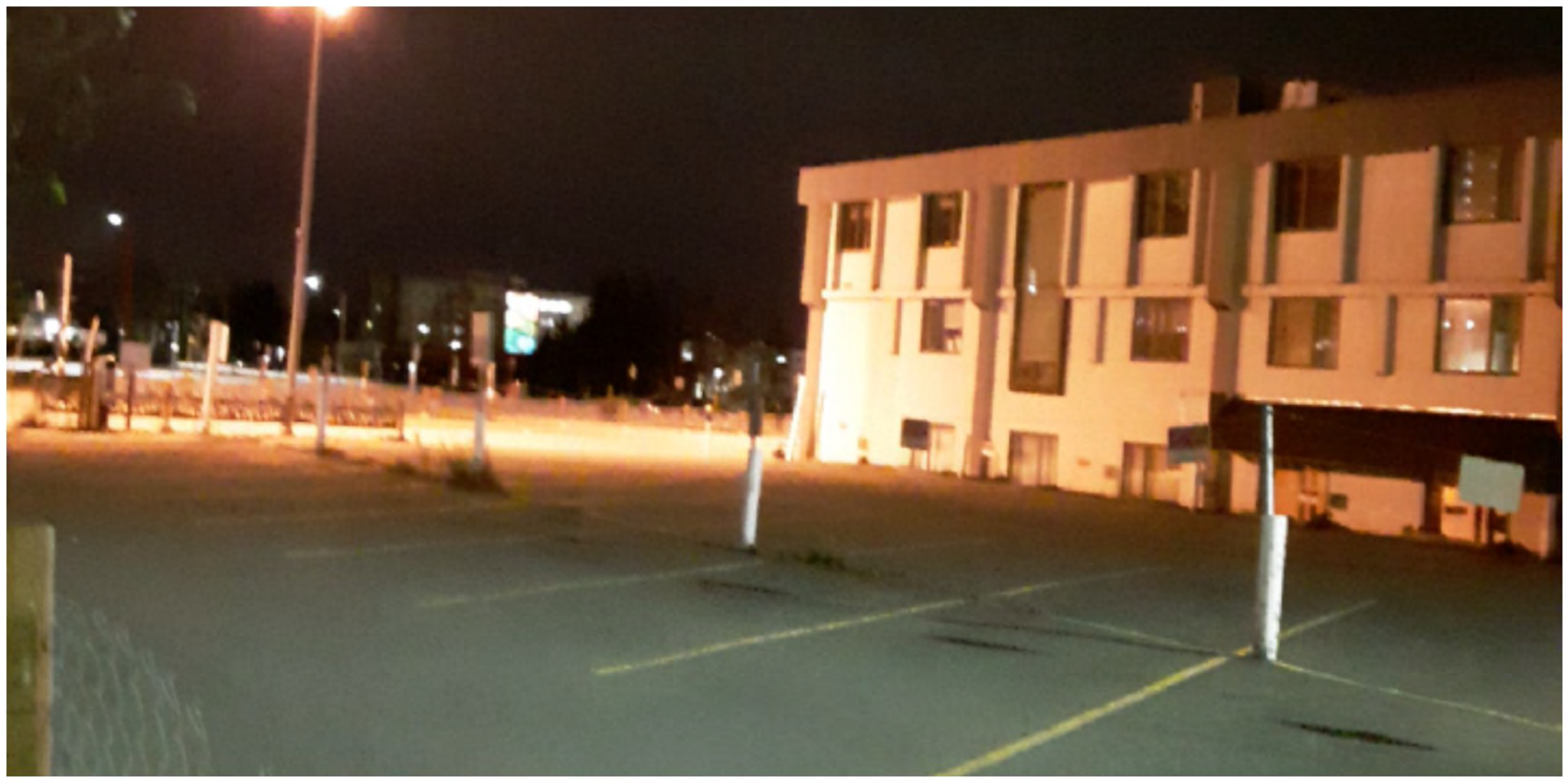
Sent from my Verizon, Samsung Galaxy smartphone

Photos taken daily from 10/13/19 - 10/18/19, between midnight and 3 a.m. Proof of dates and times are on my phone, if you need them. The first photo is when LED is open. The next 5 are from when LED is closed. This is how it is every week since a nightclub moved into the neighborhood. It went from being a peaceful area to being an unlivable situation during bar hours, between midnight and 3 a.m., Sat. and Sun. At bar break there have been 4 shootings since January 1, 2019, on or around this block, 6th ave., between I st. and K st. There has never been gunfire at any other time. During bar hours, there is loud noise from music, fights, etc., it's quiet on the other nights. On Sunday mornings there are empty alcohol bottles on this lot that were not there on Saturday evenings. There have been bottles and/or broken glass etc. on this lot every Sunday morning for at least the past year except for the last 2 Sundays, since ABC has been involved. I have dozens of photos if you need more than what I've already sent. The same excuses keep getting used. It's from the homeless or it's because there is a liquor store on 5th. The homeless aren't drinking Corona, Ceroc and Patron tequila. And, the homeless, as a rule don't hang around the bar crowd because it could be dangerous for them. The Brown Jug liquor store closes at midnight or usually before. And again, the lot fills up during bar hours and sits empty the rest of the week. There is a secondary lot across the alley on 5th which also fills up, usually after 1:30 a.m. These parking lots are outside my home, where I've lived for 25 years. There has been no security on these lots and a lot of problems caused by the people who park there during LED open hours. These lots are in full view of the Captain Cook hotel as well. Robert Alexander, owner of LED has been recorded at one of the supposed mediation meetings saying that he isn't responsible for where his customers park.Also, that he doesn't want the liability. The recording was with everyone's consent. This is why the nightclubs moved downtown, because they are only responsible for the small strip in front of their building. They can push a problem customer out onto the sidewalk and not deal with him. A night club owner can rent a building in what was once a nice, quiet neighborhood but have no cares or responsibility for the crime, noise, property damage, security, etc., that a nightclub has been proven to bring to an area. It is the neighboring property owners, who did not want a nightclub on the block that pay the price. Platinum Jaxx and LED got into this area promising to be a restaurant, first and foremost. It is on record from the licensing process that Robert Alexander stated that it was not going to be a nightclub. He was adamant and got angry every time that nightclub was brought up. Yet, LED is nothing but a nightclub open mainly twice a week after midnight. It is the neighboring property owners, who have invested in downtown who are the victims. It is not the bar owner. We asked for, at the very least, restrictions to be put on the LED liquor license during the licensing process. We were ignored. Something needs to change. Thank you, Sue Rieckmann277 2080Sent from my Verizon, Samsung Galaxy smartphone

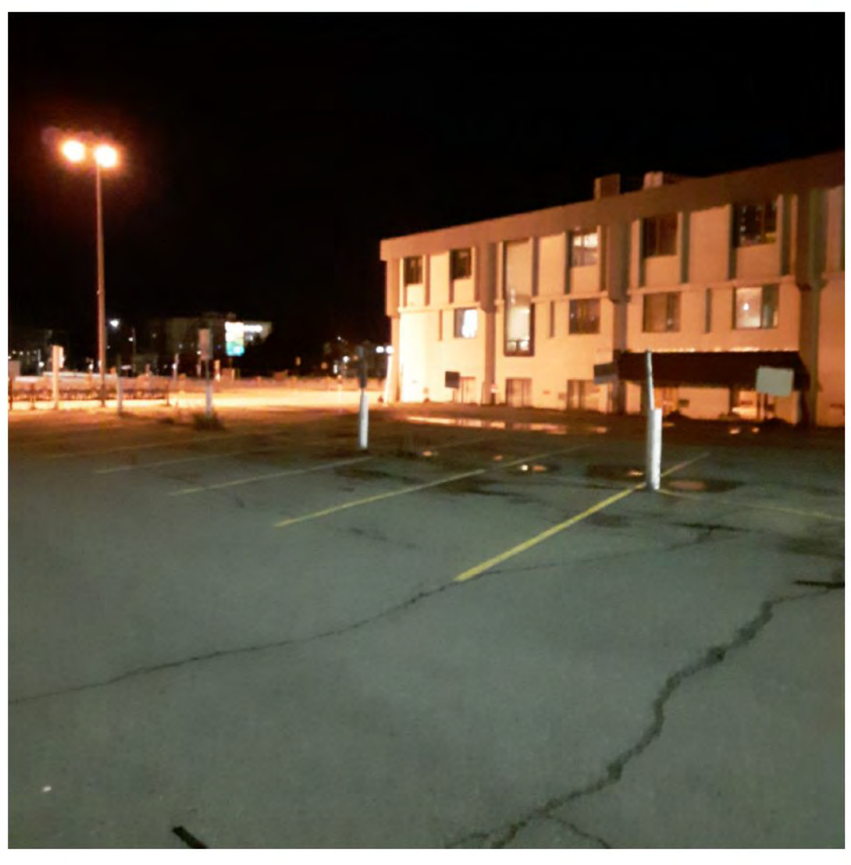












From:	Sue Rieckmann
To:	!MAS Assembly Members
Cc:	amoser@anchoragedowntown.org
Subject:	LED nightclub alcohol in the parking lot
Date:	Friday, November 22, 2019 12:07:49 PM

-Parking lot used by LED customers after midnight till bar break on weekends.
Alcohol bottles, broken glass, bottles being thrown at my wood house chipping paint off, loud partying in the parking lot with music blasting, drinking, marijuana, urination, etc.
Bottles are Corona, Patron, Ceroc...not from homeless. The liquor store closes at 10 p.m. The bottles don't appear on any other morning. Have a lot more photos of the bottles and broken glass if you need more.

Sue Rieckmann
277 2080






CIROC





From:	Sue Rieckmann
To:	!MAS Assembly Members
Cc:	downtown.council@gmail.com
Subject:	LED nightclub bar break fight security needed
Date:	Friday, November 22, 2019 12:18:51 PM

Subject: LED nightclub bar break
September 22, 2019
Photo from a video where you can hear the screaming by the woman. The taller man walked away when he saw me, and the fight ended soon after, because I had the video on them. Security is needed for LED customers in the parking lot that they use. Security can stop a lot of these problems before someone gets hurt. It should not be left up to me. If it's a police matter then the security can call the police. The police cannot be everywhere during weekend bar hours. Event happened on the parking lot outside my home.

Sue Rieckmann
277 2080

From:	Sue Rieckmann
To:	!MAS Assembly Members
Cc:	downtown.council@gmail.com
Subject:	LED owner: Robert Alexander felony charges
Date:	Friday, November 22, 2019 11:36:10 AM

Subject: Man suffers life-threatening injuries after shooting inside boarded-up East Anchorage motel - Anchorage Daily News

https://www.adn.com/alaska-news/crime-courts/2019/08/06/man-left-with-life-threatening-injuries-after-shooting-near-closed-motel-police-say/

Robert B. Alexander owner of LED nightclub.
DOB 2/22/1967
Court case 3AN-19-07782CR
Details can be seen on Alaska Courtview
Original 8 charges several felonies and misdemeanors for shooting a man. Took 6 shots. Policed stated that he reeked of alcohol at the time. One misdemeanor added for violating conditions of release for a felony. The next hearing isn't until after January 1, 2020. How does that affect the liquor license ?

Sue Rieckmann
277 2080

From: Sue Rieckmann
To: !MAS Assembly Members
Cc: downtown.council@gmail.com
Subject: LED. parking lot loud argument
Date: Friday, November 22, 2019 11:44:34 AM
Attachments: 20191016_085343_3098281910360.mp4

2:a.m. on 10/13/19
The start of the argument was the female yelling at the male about how a man shouldn't slap a woman. It went on for awhile on the other side of my vehicle. I didn't feel safe going out any farther, but waited until it was over.Arguing so loud that I could hear it inside my house.
Security is needed outside LED where LED customers park.

Sue Rieckmann
277 2080

From: Sue Rieckmann
To: !MAS Assembly Members
Cc: downtown.council@gmail.com
Subject: LED. parking lot Safety hour ?
Date: Friday, November 22, 2019 12:29:59 PM
Attachments: 20191016_083440_1955317621023.mp4

Subject: LED. parking lot 10/13/19
Video...do play the audio

Video from LED parking lot at 3:30 a.m. 10/13/19 right outside my house. Beginning also shows the fourth time that my fence was pushed over and broken planters. I question the safety hour that allows people to hang around longer. An extra 1/2 hour doesn't make one sober enough to drive. Safety hour was supposed to be needed for people waiting for taxis or UBER. Yelling so loud that I could hear it inside my house.
Sue Rieckmann
277 2080

Sent from my Verizon, Samsung Galaxy smartphone
Video from LED parking lot at 3:30 a.m. 10/13/19 right outside my house. Beginning also shows my fence pushed over and broken planters. Sue RieckmannSent from my Verizon, Samsung Galaxy smartphone

From:	Bridget Sanders
To:	Sue R
Cc:	downtowncouncil@gmail.com; !MAS Assembly Members
Subject:	LED bar trouble
Date:	Wednesday, March 18, 2020 11:58:50 AM

Hello, I am following up on the ongoing troublesome situation at LED bar on 6th Avenue. My husband Eric and I own a house across the street. Sue Reichman has sent you all photos and videos of intoxicated, loud patrons of LED. She is right to do so. The staff there overserve their customers - proven by the email sent by Sue with photos of a girl so intoxicated she cannot stand up. We have an Airbnb in the area and regularly receive complaints from our guests that they are woken at bar break by yelling, fighting, and loud car music. Last Saturday LED customers were allowed to sit in their truck on 6th Avenue smoking pot with music blaring. If LED has supposedly hired security officers, why were these people allowed to sit in their vehicle blaring music for an hour? My guess is they were too drunk to drive. We continually pick up trash and beer bottles from our property every Saturday and Sunday. This is effecting our livelihood as we must warn our guests about the possible noise and quite often they cancel.

I humbly ask that you consider not renewing the liquor license for LED. This bar is troublesome and an embarrassment for Anchorage. Remember this bar sits in between two of the finest hotels in town - the Captain Cook and Marriott. In addition, Robert Alexander, its owner, shot a man last year as I'm sure you all know. Let's clean up downtown and close LED for good.

Thank you and best regards,

Bridget Sanders

MUNICIPALITY OF ANCHORAGE

Assembly Information Memorandum

No. AIM 50-2020

Meeting Date: April 14, 2020

From: **CHAIR**

Subject: **PUBLIC COMMENTS REGARDING. AR 2020-102 (BEVERAGE DISPENSARY LIQUOR LICENSE #4531 FOR ROBERT ALEXANDER DBA TRI-GRILL). AR 2020-103 (BEVERAGE DISPENSARY-DUPLICATE LIQUOR LICENSE #4551 FOR ROBERT ALEXANDER DBA L.E.D. ULTRA LOUNGE & GRILL), AR 2020-104 (BEVERAGE DISPENSARY-DUPLICATE LIQUOR LICENSE #4552 FOR ROBERT ALEXANDER DBA L.E.D. ULTRA LOUNGE & GRILL).**

Attached for the Assembly's review are public comments received after April 3, 2020 regarding the renewal applications for Robert Alexander doing business as Tri-Grill, LL#4531, L.E.D. Ultra Lounge, LL#4551 and L.E.D. Ultra Lounge LL#4552.

Prepared by:	Mandy Honest, Business License Official
Approved by:	Barbara A. Jones, Municipal Clerk
Respectfully submitted:	Forrest Dunbar, Assembly Chair

From: Bridget Sanders
To: Testimony
Subject: opposed to LED license renewal
Date: Thursday, April 9, 2020 9:37:35 AM

My name is Bridget Sanders. I am a property owner across the street from LED bar. I would like to be on record as opposing the possible renewal of its liquor license. Please let me know how I may participate in next Tuesday's meeting. Thank you.

Bridget Sanders
920 West 6th Avenue
907-360-3489
bridgetsandersak@gmail.com

From:	Bridget Sanders
To:	!MAS Assembly Members
Cc:	Sue R; downtowncouncil@gmail.com; Honest, Miranda L.; McCoy, Ken
Subject:	LED noise - bnb complaint
Date:	Thursday, April 9, 2020 9:49:43 AM

Hello all, please find the following attached review that a customer of ours left a few weeks ago. It's toward the end that the customer refers to the LED bar as "rocking" and that patrons were allowed to stand around outside on 6th Avenue for an hour after close.
If the owner, Robert Alexander, has employed security as he claims he has, why are their customers allowed to do this? Where are patrol cars dispersing the people? This is the constant noise disturbing my guests across the street, causing complaints and for us to give refunds.
It is my hope that the request for their liquor license renewal is denied.
Best regards,
Bridget Sanders
920 West 6th Avenue
907.3603489

From:	Bridget Sanders
To:	!MAS Assembly Members; Sue R; downtowncouncil@gmail.com; Honest, Miranda L.; McCoy, Ken; Municipal Clerks Business Licenses
Subject:	LED liquor license/street noise
Date:	Thursday, April 9, 2020 10:50:05 AM

Hello, my name is Bridget Sanders, as some of you know I own a house across the street from LED and operate a bnb there. I have attached 3 pages of correspondence between myself and a guest from last year in which she describes bar noise until 4 am and a car driving on my neighbors lawn, destroying their porch. They watched all of this from my building. The trespassing/drunken driving incident happened around 1 am and the noise on the street continued until 4 am, according to my guest. Shouting, honking of car horns, tires squealing, loud music from bar. She also mentions no police presence.
In the morning I photographed the damage and would be happy to pass them along. It had to be repaired the full length of the sidewalk, including the porch and staircase. That was at the yellow house, second in from I street.
I send these to you to demonstrate the constant noise and disruption from the LED bar on a regular basis. It is my hope that its liquor license not be renewed and that
the west end of downtown becomes quieter and cleaned up.
Thank you for your time and consideration.
Bridget Sanders

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Alyson

That being said... last night was indeed very loud, with the club closing at 3am and noise continuing until at least 4. Mostly I wanted to pass along (in hopes that you know & can communicate with the owner of the yellow house next door)... we were awakened at 1am by a loud & "close" noise. Looking out the bedroom window, someone was attempting to drive from the alley / back parking area of the yellow house, along the side of the house (between that house & yours, but on their property), to access the street. I think the car was struggling on the ice / grass / path, but it kept flooring the gas & it ultimately plowed into their side wood porch trying to get through & then finally reversed & left through the alley. I was half asleep & the noise with the porch woke me, so unfortunately I don't have any details on the car but wanted to pass along what happened. Needless to say it was a bit disconcerting to see someone driving like that just outside the window... clearly very drunk & unaware.

Hopefully the owner can be notified, as repairs will be needed.

We'll be out exploring a bit today but let me know if you have

Type a message

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TOSHIBA

Alyson

one of us will make a complaint with the police. I wouldn't be surprised if there is surveillance cameras on property as well.

Thanks again for giving me this information, and I will be following up on it. Please enjoy your day, and again, my apologies.



Alyson 8:57 AM

Thanks for the quick reply & follow up!

We knew to expect noise but the car, etc were certainly not expected!

We fell asleep fairly early (9:30 or so) & it was the car next door at 1:00am that initially woke us & then we remained awake until the noise ceased at 4:00am. It seemed busiest between 1:30 & 3:30 with people actively coming & going. The sound of music & people exiting was expected... If you are filing a noise complaint I'd say it was more so loud shouting (including by someone in a "Security" shirt), honking & lots of tires squealing as people drove off. I'm kind of surprised there's not a police presence at closing time... the roads would clearly be unsafe!!

Type a message

ype here to search
TOSHIBA

From: Bridget Sanders
To: !MAS Assembly Members
Subject: Re: LED noise - bnb complaint
Date: Thursday, April 9, 2020 10:51:46 AM

Apologies - file didn't attach. Here it is

On Thu, Apr 9, 2020 at 9:49 AM Bridget Sanders <bridgetsandersak@gmail.com> wrote:

> Hello all, please find the following attached review that a customer of ours left a few weeks ago. It's toward the end that the customer refers to the LED bar as "rocking" and that patrons were allowed to stand around outside on 6th Avenue for an hour after close.
> If the owner, Robert Alexander, has employed security as he claims he has, why are their customers allowed to do this? Where are patrol cars dispersing the people? This is the constant noise disturbing my guests across the street, causing complaints and for us to give refunds.
> It is my hope that the request for their liquor license renewal is denied.
> Best regards,
> Bridget Sanders
> 920 West 6th Avenue
> 907.3603489

2 88% 9:27 AM

The description is spot on - this is a room up above a hair salon in an older house in the center of downtown Anchorage. The location is FABULOUS for walking to and from activities and nightlife. It's small - but again that's well disclosed in the description. I'd say two people max, and even then you would be on top of each other.
Pros: easy-peasy check in, excellent location, very comfortable bed, plenty warm, very clean, lots of nice touches like handmade soap, fresh muffins and even a little bottle of Jack Daniels.
Cons: very steep stairs, overhead lights in living room and bedroom are not separate (one person can't be using the overheads in the living room while the other sleeps, but there are lamps). Attic location means a sloped ceiling in the bathroom where you can't stand up straight (except in the shower, that's fine). Bar across the street is ROCKING at 2am on a Saturday (note we were there for Iditarod) and then bargoers standing around in the street for an hour past that. The host supplies earplugs which work just fine.

From: Sue Rieckmann
To: !MAS Assembly Members; amoser@anchoragedowntown.org
Subject: Fwd: Response to LED Nightclub police report
Date: Friday, April 10, 2020 10:23:14 AM

From: Sue Rieckmann <zbdbd@aol.com>
Date: Thursday, April 9, 2020
Subject: Response to police report
To: zbdbd <zbdbd@aol.com>

My response to a police report stating that there was not significant issues around LED nightclub

First , the 311 line is busy 9 times out of 10 during weekend bar hours. I've tried many times. Whatever is happening is over before a dispatcher even picks up.

Second, the police do not respond to non priority crimes on weekend bar hours. That includes noise, alcohol and marijuana use, minor property damage, fights, urination, etc. That has been my experience. These problems occur every weekend between midnight and past 3 a.m.
Also, I have been told that I could be fined for making too many calls.
They are quick and reliable for gunfire and drunk drivers.
That's why I want security outside where bar patrons park and congregate. The police can't sit out here for 3 hours.

From January through May of 2019 there were 4 gunfire incidents during LED bar break. All happened where LED customers park and congregate. Nothing else on the block is open. The parking lots are empty at that hour except for bar crowd. The police responded in full to all.
There was another gunfire incident 3 years ago in the alley behind LED. The police responded several hours later. Another to be seen then.
Four shootings on one block should be considered a major problem. There are people who live on this block, a bnb, and it is in view from the Captain Cook hotel. We also have a new apartment building, the Elizabeth House on the next block with views.
If it happened outside your house, would you want something done about it ?
There was a young man chased by a LED bouncer into my home. He was on the ground bleeding right outside my front door. The LED security stated that the man was causing problems inside the bar, (why ?), and was kicked out. The LED customer was outside near an employees car , so he was chased down to my front door. I heard a loud thud, and found the bouncer standing over him. They managed to come through fencing. The police came and took photos in front of my house. I got to clean up the blood.

8/31/19 around 3:15 a.m. An 18 year old female drove into a pole outside my house. I went outside. Several older females were screaming at her. I called the police and took video of the damage. No security. The underaged girl said that she had been drinking in the parking lot. The older girls came out of LED. Fight and chase ensued. Evidence that underaged kids are outside of LED. There is no security.
I have shown photos of all of the alcohol bottles left outside in the parking lot. Bottles not

there before the bar crowd arrives. Visible on Sat. and Sun. morning. Fifths of Patron and Ceroc etc. Not left by the homeless. It shows that they are drinking . I've seen them pass bottle, driver to driver. Illegal. Security could stop it more easily than the police. Or the security could call the police instead of me. I want to be asleep.

Someone got hit with a beer bottle inside LED. Robert Alexander escorted him to the back door. The EMTs set up shop on the hood of my car and treated wounds. The police took photos of the victim in front of my house, not LED.

On 2/22/20, Robert Alexander escorted several people who were loud and arguing out the back door into the alley. He waited long enough for them to move away from his car, then went back inside. Problem customers get pushed out of LED to become problems for the neighbors.

There was a fight involving more than 10 people outside my house. It went on and on. After about 20 minutes, I decided to call the police. Looked out the window and saw a police car parked in the opposite lot. Maybe another officer wasn't available. Fight went on. It's not safe for only one officer to deal with this crowd. It's not safe for me either.

On 10/14/18, I called the police about Robert Alexander verbally and physically threatening me, and verbally threatening my family. The following night, he pounded on my door after midnight. I didn't answer.

I wanted it on record so that I could protect myself if it happened again. A police officer phoned me. I was told to stay inside and get a protective order.

I also notified Tamra Rupe, the neighboring property manager. Asked her if she could keep Robert Alexander and his customers off of her lot, because of the violence. She called Robert, but he continued to park on RSD property. He moved the orange cones that I had permission to put out. The lot is also posted with a sign.

I called 311 during the summer of 2018 and 2019 at least 3 times. LED held outdoor events involving loud music and pounding bass until midnight, every Sunday. I wanted the volume and especially the bass to be turned down. My nerves were shot after not getting sleep the 2 nights before. LED also did not have a permit for outdoor events. The police never came. A dispatcher did call back once at midnight.

Silvia Villamedes made sure that he got a permit, but the bass was never turned down and the noise went until 2 a.m. on labor day.How do the neighbors stop outdoor permits from being issued. Any help ?

Bridget Sanders called the noise complaint number many times. They take a message, but don't do anything. Eventually they told her to call the police.

A police officer stopped a car in front of my house with 3 young men in it. All of a sudden another car pulled in front of the stopped car. The driver got out and started yelling at the 3. They jumped out. The officer was yelling that he would taze them. It went on for awhile. I stood inside the door in case the officer got outnumbered.

This bar crowd is violent. They have no respect for the police and certainly not for me. It is not safe outside LED. Can you mandate security ?

The police have said that security would help.

The police dispatcher will say one of two things.

1) The police are aware of what's happening and are in the area. That means, to me, not to call.

2) Don't go outside, it's too dangerous. Yet, they want details that I would have to go outside to get.

I broke down crying once after hearing the same response. She said that she'd get a message to the night chief, and someone came once.

I've had a dispatcher slam the phone down because it wasn't 911 worthy.

I've sent you videos and pics of young females in a potentially violent situation. I have to

make a split second decision on what to do. Is the girl in danger ? Can I stop it ? Will I get through on 311 or will I be on hold ? Will the police get here on time? Do I need a weapon ?

Twice I've made the wrong call. A male was punching a female in the face with the back of her head hitting the steering wheel. She was no longer screaming. I yelled stop. I thought that he'd run off or drop her and take the car. Instead he tossed her like a rag doll into the vehicle and drove off. I was tired of it all and didn't jump up when she was first screaming.

I am tired now. Tired of not getting any help out here from the powers that be. My health has been destroyed from the stress and lack of sleep.

So please, stop volunteering me to be an unpaid security guard. I'm 62 years old. I want to be asleep by midnight and more importantly to be safe in my home where I have lived for 25 years.

I'm not sure what the police consider significant issues. All of the above, plus all of the videos that I had sent previously are significant to me. Obviously there is much,much more.

Thank you,

Sue RIECKMANN

Downtown home owner

From: zbdbd
To: !MAS Assembly Members
Subject: Public Testimony re: LED nightclub
Date: Friday, April 10, 2020 1:32:22 PM
Attachments: Public Testimony 12.2.14 - Exhibit H.pdf

Attached download is Testimony from all of the neighbors of LED from the original licensing process.

All of it still holds true.
HOW MANY YEARS DOES IT TAKE TO GET HELP ?
The surrounding properties to LED have invested in downtown.
Robert Alexander, owner of LED, rents.
Please take special note of the priest saying that they don't know if the screaming girls are being hurt and abused. I have sent you video of an example of that still happening.
Take note of the Kohlstadts testimony stating that the police said that there was nothing they could do except maybe drive by. I was told the same thing.
The neighbors are the ones dealing with all of the problems brought to the area by LED, not Robert Alexander, lessor, or Trina Johnson owner of the building housing LED.
How do we get help ?
Thank you,
Sue Rieckmann

Sent from my Verizon, Samsung Galaxy smartphone

MUNICIPALITY OF ANCHORAGE

Office of the Clerk
Phone – 343-4316 Fax 249-7614

DATE: December 23, 2014

FROM: Jamie Heinz, Business License Official

TO: **File**

RE: **12/2/14 Public Testimony re. proposed transfers of Beverage Dispensary Liquor Licenses #4531, 4551, & 4552**

The Assembly held public hearing on December 2, 2014 concerning proposed transfers of beverage dispensary licenses #4531; #4551; and #4552. Testimony was received and is included in the audio/video recording of the meeting (available online through the Municipality of Anchorage website) from the following individuals:

ISIDOR MARTINEZ

CHRIS SCHUTTE, Anchorage Downtown Partnership, Executive Director.

TANK JONES

MARK KULSTEAD

MARY KULSTEAD

VALERIE SMITH

CECLIE STOTT

JAMES ALLEN

ROBERT ALEXANDER

TRINA JOHNSON

JOE LAW

COLBY STEWART

SUE RICKMAN

STERLING TAYLOR

BILLY RAY POWERS

EXHIBIT H

SONYA HARRIS

ED LARABEE

MATT FINK

CAROL TAYLOR

Additionally, the Assembly received written comment from the following individuals and organizations (copies of the written comments are attached):

MARY KULSTAD (2)

MARK KULSTAD (2)

BERNIE LEWIS on behalf of AKHIOK-KAGUYAK, INC.

TAMRA RUPE on behalf of RSD PROPERTIES, LLC

BRIDGET SANDERS & ERIC RITNER

SUE RIECKMANN

FR. ANTHONY –M. PATALANO

CHRIS SCHUTTE on behalf of ANCHORAGE DOWNTOWN PARTNERSHIP

BRUCE ELIASEN on behalf of HICKEL INVESTMENT COMPANY

September 24, 2014

Anchorage Assembly
Amanda Moser Deputy Clerk
moserak@muni.org

Alcohol Control Board
Sarah Oates
Sarah.oaters@alaska.org

RE: License # 4531,4551,4552
Tri Grill/Led Ultra Lounge

Dear Municipal Assembly,

I am not supportive of another bar / night club being approved across the street from our home. In 2006 we had asked for clear guidelines to be addressed before issuing the Platinum Jacks License. We had suggested that as the fine dining restaurant they were representing to be that the hours be limited to 11pm, same hours that La Mex operated and similar to restaurants in the area. Unfortunately they were approved with only verbal assurances to remain a fine dining restaurant and within a couple of month they were a Party bar with loud music till 2am and dangerous street activity till after 3am.

We have many concerns and ask for your protection. We want the downtown to be safe for other families in the area and visiting tourist. This location is next to several hotels, we look to have a positive atmosphere in any new venture that takes over this license. If this is truly a Restaurant they should be happy to close by a decent hour and not request 2am!

We did not contest Platinum Jaxx in 2006 only, because it was represented to be a fine dining establishment, with music and dancing for an older crowd secondary. Good food, wine and **a quiet** dining experience that was what they promised. I believe we were all misled. Platinum Jaxx quickly became a well known party bar, **known for drugs, drunkenness, and violence.** We do not want this again. We feel our life was disrupted and threaten by the activities of the bar for 7 years. We quickly learned calling the staff or the police did not help us. The staff only warned their Patron of the police. And the police told us there was not much they could do but drive by. By the time the police would get there- they had been warned and dispersed - Only to later return and the noise would start again. Since there is no parking for their Patrons would park in front of our house and even in our private lot. When we confronted them they would be rude and threatening. We do not want to experience this again. If there is a transfer of licensee for this location we strongly request very strict guidelines, defiantly limited hours! Please do not allow the opportunity for another party bar. Repercussions need to be in place- so quick action can be taken to rectify the problem. Please keep our downtown area and our home safe.

Sincerely, Mary Kulstad 907-242-6600

Heinz, Jamie L

From: Solberg, Amy R.
Sent: Tuesday, December 02, 2014 1:06 PM
To: Heinz, Jamie L
Subject: FW: Transfer of Platinum Jacks License
Attachments: Platinum Mary.docx; 11-12-14 Fusions-TriGrill.docx

FYI

From: Mary Kulstad [mailto:mkhotelseward@gci.net]
Sent: Monday, December 01, 2014 4:35 PM
To: !MAS Assembly Members
Cc: World Wide Web Municipal Clerk
Subject: Transfer of Platinum Jacks License

Dear Assembly, I wanted to verify you have received both letters opposing the transfer of the Platinum Liquor License or at a minimum restrictions placed on the license so it will be operated as it was when it was obtained- under a similar business plan as a dinner house not a party bar. With that imposing the restriction that it not be allowed to operate past 12midnight .

Please consider the recent activity under the management agreement in place with LED/ Tri Grill now in place. The local community and us as the closest neighbors are in opposition to the transfer. I called in and explained my position and my most recent experience with Mr Alexander's management of the Platinum Jaxx location. Friday evening Nov 28th -he was open at Platinum Jaxxs , I live across the street. The First noticeable noise was at 11 pm - 11:15 brought my attention that one of his patron went the wrong way down I Street. Then the noise escalated with 20 loud people in front of the bar at 12:15 am then again things quieted , with varying noise and then 12:45 another large group outside. Then at 2:15-2:45 large group exiting and security screaming "letsgo: lets go". Please recognize this is exactly the problem that will happen every night with a party bar. Until alcohol and drugs escalate to some sort of violence and driving issues.

When this was addressed Mr R. Alexander said he was not operating- that it was a private party and said he had not been open to the public. I am not sure why was to make difference. This was clearly a misrepresented - he has been open to the public for a month with an open sign glowing daily. I am not sure why he would lie about being open to the public. We can prove Mr Alexander was open My husband and a friend went to the Platinum Jaxx the week before on 11/13 to see what changes had been made and talk with management. They were sold 2 drinks around 9pm in the evening. This was 15 days before the evening I was disrupted. Robert Alexander is a concern to me and I oppose the transfer due to recent activities at the Platinum Jacks location under his operating agreement and his misrepresentation to the ABC board and finally his responsibility for violations and the operating agreement at Fusions. Which include a workman's comp and 2 liquor violations 1 for sales and 1 for leasing the bar without the correct process. I would hope that the assembly would find reason to not approve this transfer or do more to restrict the use of the license to be consistent with it original use as a diner house only if operated in the downtown area.

Sincerely, Mary Kulstad

11/12/14

Dear Assembly,

Please look at Robert Alexander location at the Travelers/Samovar Inn –Fusion which has been closed due to liquor violations. He as the lesser and working under an operating agreement was running the bar area. The hours were clearly noted on the outside of the building " open at 9pm" and listed a variety of dance music definitely not directed at dining crowd. No mention of food on the advertisement only music. Although it was closed it was clearly a drinking establishment – not a dining with music The activity of this operator is directed at a late night drinking/ party crowd.

We also went to the diner he is operating on old Seward and 76$^{t.}$ It is behind Mr Prime Beef in the strip mall - seats about 25. It is a nice small restaurant, but both location make us question his expertise and knowledge in the bar industry as well as financial ability to make such a jump to operating such a large business with 3 Bars. You asked us to help with this and unfortunately it is hard. We do not want him to fail. And we do not want our lives disrupted again. I unfortunately cannot find any suggestions to help him open 3 bars. I do not see adding another party bar to downtown as a benefit for the betterment of our downtown community.

Yes as you we would like to see the building rented, Trina happy and him be able to succeed. But he would need a different business plan for that location to improve and benefit the downtown community. When I analyze this I truly cannot see anything positive coming from another bar. Considerations for what our downtown needs? And the risk we are willing to take to support another bar enterprise. ?

1. Consider how many bars are located downtown already?
2. Does the downtown need another bar?
3. What problems already exist? Do we want to increase them?
4. What safety issues arise from 3 more bars located in our downtown ?
5. Will this add to impaired drivers on our downtown streets?
6. Is it likely we will have more drunkenness, drugs or forms of violence?
7. **What is the up side for the Betterment of our downtown by endorsing this?**

I have considered the following and cannot find any solution to solve the following concerns if this operations is approved. Please tell me if you can.

1. Would you support this if it was across the street from your home?
2. What is the need for 3 bars? With 3 bars the money is in Alcohol sales not food
3. From 12- 3am how can you truly control X number of people leaving the building quietly?
4. Parking –requirements to cover the number of patrons
5. Getting to and from cars quietly/ no fights/ loud voice etc?
6. Smoking or drinking to from cars- quietly?
7. What is the capacity of the building and number of exits for a bar?
8. Are there special fire codes for 3 bars?
9. How did Koots solve their issues? They started small then grew slowly with experience.

I can only suggest that he

Provide the downtown with an establishment that makes dining the priority and closes by 12am.

I wish I could be more helpful and I am willing to meet and try to see this differently but after our last experience it hard to see what will make this time be any different.

Truly wanting the best for all, Mary Kulstad

September 24, 2014

Anchorage Assembly
Amanda Moser Deputy Clerk
moserak@muni.org

Alcohol Beverage Control Board
Sarah Oates
Sarah.oaters@alaska.org

RE: License # 4531,4551,4552
Tri Grill/Led Ultra Lounge

Dear Municipal Assembly,

Attached is the letter I wrote in 2006 when Platinum Jaxx was applying for a Beverage Dispensary License. We now know that all my concerns were not without merit, and it's my opinion the License transfer should never have been approve without more than verbal promises from Platinum Jaxx's owners. Please consider my concerns before transferring this license again.

Platinum Jaxx was represented to be a fine dining establishment, with music and dancing secondary. Food, good wine and a quiet dining experience was what we were told we were welcoming to downtown. What we actually got was far from what we were promised. Platinum Jaxx before being closed was a loud, drunken, dangerous, party bar, one of the worst in Anchorage.

I haven't heard the new spin on how Tri Grill/ Led Lounge is going to be different from Platinum Jaxx's, But I'm sure it is represented to be a safe a safe, solid Family Place to dine and drink and isn't being represented to being similar to the t Bad place Platinum Jacks was for 7 years.

Please don't approve a transfer of the Beverage Dispensary License to another party bar, Anchorage doesn't need it. If it's going to be a place where money is made on dinning and family great, limit the hour to 11:00 pm to make sure. Verbal promises from potential operators are weak and the Assembly and the public are often naive and trusting. We must be cautious. I remember years ago sitting at multiple assembly meeting listening to the operators of the Monkey Wharf assure the Assembly that it would never become a strip club, yet it was only months after you approved the transfer that it was indeed a strip club. You and I were promised

by the owners of Platinum Jaxx, it would be **primarily an Eating** and drinking establishment we would be proud to support as neighbors. Several of those owners were sterling members of the community. Owner change, business plans are successful and others fail. I'm sure they did not intend to mislead us but money, lack of good management, and desperation probably had a hand in what Platinum Jaxx became. It can happen again, Please don't let it. It is hard to make in the restaurant industry especially in area of seasonal business. There are good operators but they are hard to find, I saw you work diligently with Red Robin over for their liquor license, as well as Costco, two great members of Anchorage, please make sure you are helping create another stellar member of the community, before transferring this license.

I am counting on you the assembly, as my elected representative to be looking out for mine and the community's needs and safety. Please ask yourself what you would want across the street from your home when you consider the transfer of this license. As an Assembly you are somewhat buffered from retaliation but I am not as an individual living across from what has been a place of shootings, public drunkenness, fighting, littering, load foul language, drunk driving, afterhours activity and I'm sure the list goes on. I feel I and my family are at risk for protesting this license in light of the past activities on this property. Please protect us, you don't need me to make the right decision, understand that I don't want to have to go back to sleeping with a gun under my pillow, the alarms on, concerns for my wife, pets and trying to get some rest with earplugs in.

Sincerely,

Mark S. Kulstad

Anchorage Assembly
Attn: Kay Holowatch Municipal Clerk

RE:2006
Platinum Jaxx Bar and Grill
901 W. 6th Ave.
Application for transfer of a Beverage Dispensary License to Platinum Jaxx, Inc. and Conditional Use Permit.

Dear Municipal Assembly,

I'm sure you are looking forward to a new dining and drinking establishment near your place of business in downtown Anchorage. I am also looking forward to what appears to be a fine new addition to downtown.

I have a couple concerns that you may or may not share. Will the sound of music playing inside the bar and grill be a problem for your guests at the time when many will be sleeping? Will security be necessary to insure patrons keep their festivities inside the walls of the bar and grill and if necessary will it be adequate? Many downtown businesses have private parking, or parking exclusive to their businesses. Will unauthorized vehicles, or trash of bar and grill patrons be an issue?

I would ask that you please address these concerns when this application comes before you.

Sincerely,

Mark Kulstad

618 I Street (the house with the Christmas Decorations in the winter and the garden in the summer) Phone 223-8135

Heinz, Jamie L

From: Bernie Lewis [bernie@comservrealty.com]
Sent: Monday, November 17, 2014 2:27 PM
To: Flynn, Patrick P.
Cc: Heinz, Jamie L; Moser, Amanda K.
Subject: RE: Inquiry regarding 5th & 6th Avenue properties

Thank you Patrick, I will certainly try to make it, appreciate your letting me know.
Bernie

Bernie Lewis, President,
ComServ Realty, Inc.
240 E. Tudor Rd., Suite 205
Anchorage, AK 99503
(907) 770-2545-T (907) 770-5645-F
bernie@comservrealty.com
www.comservrealty.com

-----Original Message-----
From: Flynn, Patrick P. [mailto:FlynnPP@ci.anchorage.ak.us]
Sent: Monday, November 17, 2014 12:59 PM
To: Bernie Lewis
Cc: Heinz, Jamie L; Moser, Amanda K.
Subject: RE: Inquiry regarding 5th & 6th Avenue properties

Ms. Lewis,

Thank for you providing this information. I am copying the Clerk's office so that it can be included in our deliberations. Presuming I am successful in making necessary arrangements I would encourage you to attend a public hearing I am trying to schedule for December 2.

Regards,

Patrick Flynn

From: Bernie Lewis [bernie@comservrealty.com]
Sent: Monday, November 17, 2014 12:15 PM
To: Flynn, Patrick P.
Cc: cschutte@anchoragedowntown.org
Subject: RE: Inquiry regarding 5th & 6th Avenue properties

Dear Patrick,
I am writing to you as requested by Christopher Schutte regarding the renewal of the liquor license for the Platinum Jaxx location.
Some time ago, perhaps as early as 2012, we have had concerns with Platinum Jaxx. I do remember speaking with you, Anchorage Police Department, the ABC Board, and the Anchorage Downtown Partnership to address our concerns.

Late night, early morning activity at the location on 6th Avenue has brought nothing but complaints, vandalism, additional patrols, clean-up of the lot, and repair of broken windows, at great expense to the owner of the property, 5th & 6th, LLC.

We have been contacted by the owner of the small yellow house at the north end of our parking lot (between 921 and 943 W. Sixth Avenue) numerous times, again in the early morning hours, because of loud activity, fighting, and gun shots.

On behalf of ownership of the property, we are not anxious to see the bar in operation once again, their late hours, clientele, and unfortunate behavior has had a negative impact on the area.
Should you have further questions, please do not hesitate to contact me.
Thank you,
Bernie

Bernie Lewis, President,
ComServ Realty, Inc.
240 E. Tudor Rd., Suite 205
Anchorage, AK 99503
(907) 770-2545-T (907) 770-5645-F
bernie@comservrealty.com<mailto:bernie@comservrealty.com>
www.comservrealty.com

From: Christopher Schutte [mailto:cschutte@anchoragedowntown.org]
Sent: Friday, November 14, 2014 3:39 PM
To: Bernie Lewis
Cc: Charla Kewan
Subject: Re: Inquiry regarding 5th & 6th Avenue properties

Bernie,

It was good to speak with you. Feel free to send your objection via email to Patrick Flynn (please CC me) and include your list of concerns.

Patrick Flynn, Chair
Anchorage Assembly
632 W 6th Avenue, Suite 250
Anchorage, AK 99501

Email: flynnpp@muni.org<mailto:flynnpp@muni.org>

Best,

Chris

Christopher M. Schutte

Anchorage Downtown Partnership, Ltd.
Tel. (907) 279-5658
Fax (907) 279-5651

On Nov 14, 2014, at 3:24 PM, Bernie Lewis
<bernie@comservrealty.com<mailto:bernie@comservrealty.com>> wrote:

Good afternoon Chris,
My name is Bernie Lewis, I am the property manager for the 5h & 6th Avenue properties, and I appreciate hearing from you.
I am happy to phone you as well, but wanted to get my response to you in writing.

I have personally spoken to Patrick Flynn, the Anchorage Police Department, the ABC Board, and others regarding the unfortunate activity surrounding this establishment. We have had to pay extra money to our janitorial company to patrol the parking lot between Platinum Jaxx nightclub and our 6th Avenue building because of beer bottles, broken glass, and other debris. We have had numerous windows broken due to vandalism there. Additionally, we have been called many times by the owner of the small yellow house on the northside of the parking lot there with complaints of violence in the parking lot, fighting, and gun shots in the very early morning hours while the bar is still open.

These buildings have indeed been impacted negatively by the activity of the establishment, and we strongly object to the license transfer.
Please feel free to contact me should you have further questions.
Thank you,
Bernie Lewis

Bernie Lewis, President,
ComServ Realty, Inc.
240 E. Tudor Rd., Suite 205
Anchorage, AK 99503
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bernie@comservrealty.com<mailto:bernie@comservrealty.com>
www.comservrealty.com<http://www.comservrealty.com>

From: Charla Kewan [mailto:charla.kewan@aki-kodiak.com]
Sent: Friday, November 14, 2014 2:45 PM
To: Bernie Lewis; cschutte@anchoragedowntown.org<mailto:cschutte@anchoragedowntown.org>
Subject: RE: Inquiry regarding 5th & 6th Avenue properties

Chris,
Thank you for the email. I will forward to Bernie, manager of our properties.

Good afternoon Bernie,
Please see the email below.

Thank you,

Charla Kewan
Office Manager
Akhiok-Kaguyak, Inc.

From: Christopher Schutte [mailto:cschutte@anchoragedowntown.org]
Sent: Friday, November 14, 2014 12:53 PM
To: charla.kewan@aki-kodiak.com<mailto:charla.kewan@aki-kodiak.com>
Subject: Inquiry regarding 5th & 6th Avenue properties

Charla,

Good afternoon. My name is Chris Schutte and I am the executive director for Anchorage Downtown Partnership, Ltd. We are a private, not-for-profit organization charged with keeping downtown Anchorage clean, safe, and vital.

I am writing to you today about your buildings at 5th & 6th Avenues in downtown Anchorage.

Currently, the owner of the liquor licenses (1 beverage dispensary license and 2 duplicate licenses) for Platinum Jaxx is applying to the ABC Board and the Anchorage Assembly for a transfer of ownership. The new owner plans on reopening the nightclub under a new name.

Most of your neighbors along 6th Avenue and beyond object to the license transfer and re-opening of the nightclub. From noise, to litter, to vandalism, these business and property owners felt that the nightclub affected their peace, safety, and property values.

These neighbors have reached out to the downtown Assembly member Patrick Flynn to object to the license transfer. He, in turn, has asked us to reach out to other business and property owners in the area to ask about any objections they may have to the re-opening of the nightclub.

Were your buildings impacted by the Platinum Jaxx nightclub? Do you feel that they would be impacted if a nightclub is reopened in the same location? If so, Assembly member Patrick Flynn would like to hear from you.

Please feel free to contact me for additional information or assistance.

Chris
Christopher M. Schutte
E X E C U T I V E D I R E C T O R

Anchorage Downtown Partnership, Ltd.
333 West 4th Avenue, Suite 317
Anchorage, AK 99501

Tel. (907) 279-5658
Fax (907) 279-5651

RSD Properties, LLC

810 N Street, Suite 100
Anchorage, Alaska 99501
258-8800 phone/258-2001 fax

Robin O. Brena, Managing Member
Tamra J. Rupe, Building Manager
Email: trupe@rsd-properties.com

November 13, 2014

Patrick Flynn, Chair
Anchorage Assembly
632 W 6th Avenue, Suite 250
Anchorage, AK 99501

Dear Mr. Flynn,

I am the Building Manager for RSD Properties, LLC. RSD owns 921W. 6th avenue which is a professional office building immediately adjacent to Platinumm Jaxx.

RSD opposes the transfer of a liquor license to any new business that intends to continue to operate a night club at this location. Originally, the liquor license for this location was for LaMex restaurant and there were far fewer problems. Since it has become a night club, the neighborhood has significantly deteriorated.

RSD is deeply impacted when a night club is operated at that location. Every weekend there are vehicles parked illegally in our private lot, there is broken glass all over our yard and lot, our windows have been shot at and out, and there was a death by shooting in the street immediately in front of our building. Our building has been defaced with graffiti, and their customers vomit, urinate, and defecate on and around our building. We are constantly cleaning up after their customers.

Our tenants are quiet, respectful, professionals. They should not have to deal with this type of activity around their work place. We respectfully ask for your support in opposing the transfer of any liquor license which would permit the re-opening of a night club at this location.

Very truly yours,

RSD Properties, LLC

By Tamra Rupe

Tamra J. Rupe, Building Manager

November 13, 2014

To Patrick Flynn, Chair
Anchorage Assembly
632 W 6th Avenue, Suite 250
Anchorage, AK 99501

Dear Mr. Flynn,

This is in regards to the new proprietor of the Platinumm Jaxx building seeking a liquor license. My husband, Eric Ritner and I are very much against it. We own a building directly across the street at 920 West 6th Avenue. We have owned it since 2008, and have had a continual problem with the bar and its patrons ever since. Prior to our purchase, it had been vacant for several years before being put on the market, so I imagine that no complaints would have been lodged during that time.

From 2008 to November 2011, I operated a retail store at our small building across the street. Most Sundays or Mondays I would have to spend a few minutes cleaning up our yard, as there would almost always be beer bottles and cigarettes on the sidewalk and in our fenced yard, obviously from Platinumm Jaxx patrons who left them over the weekend. I found that disgusting and just plain rude.

Then there were the several very violent occasions involving gunfire. As we understand, one of them involved a male getting shot through the shoulder outside the bar door, and in another incident, a man was shot in the foot or ankle. But it reached its worst when a man was shot and killed on our side of the street, right on our own sidewalk in front of the house. There was a picture in the Anchorage Daily News of the firemen washing down the bloody sidewalk. We bought the 1917 original Anchorage cottage for its charm and allure. But this was no alluring incident. Can you imagine what my customers had to say after reading about this or seeing it on the evening news? Not so good for business. We have a tenant in the same building upstairs in the loft, and I assure you, she has had to endure the same type of questioning from her clients as to the safety of this once desirable downtown location. We are concerned it may become another violent story like the one that plagued Rumrunners, which eventually closed its doors.

I implore you to not approve the liquor license transfer from Platinumm Jaxx to LED bar or this new tenant. It is not good for local businesses, unsafe for area residents, and reflects badly on Anchorage as a whole.

Thank you for your time and consideration into this most important issue.

Warm regards,
Bridget Sanders and Eric Ritner

Heinz, Jamie L

From: Moser, Amanda K.
Sent: Monday, December 01, 2014 9:14 AM
To: Heinz, Jamie L
Subject: FW: AM 662-2014 - 668-2014

From: ZBDZBD@aol.com [mailto:ZBDZBD@aol.com]
Sent: Sunday, November 30, 2014 4:40 PM
To: sarah.oaters@alaska.org; Moser, Amanda K.; !MAS Assembly Members
Subject: AM 662-2014 - 668-2014

Regarding license # 4531, 4551, 4552 pertaining to the transfer of a liquor license from Platinum Jaxx- La Mex- Robert Alexander dba LED Ultra Lounge.

AM 662-2014 through 668-2014

To whom it may concern,

I object to the transfer of the liquor license to Robert Alexander dba LED Ultra Lounge. We went through 8 years of Hell with Platinum Jaxx. The nightclub brought gun and knife violence, drug dealers, property damage, fights, noise,urination, broken windows, littered alcohol containers, etc.

Robert Alexander has been operating the nightclub at 6th and I st. since August. During this time, I have witnessed almost all of the above problems. Robert Alexander uses the surrounding privately owned parking lots for himself, his employees, and his customers. These lots are posted.

The old La Mex building has no sound proofing. The music and especially the bass can be heard inside neighboring homes. The noise from the main parking lots can be heard and felt at all hours by downtown residents and even at the Captain Cook when it really gets going.

Mr. Alexander does not own or lease a parking lot for his customers, so no safety provisions can be mandated. In the main lot, used freely by his customers, there is no lighting, security guards, or cameras. There is no noise control. It is impossible to sleep in our homes. Due to all of the violent activities brought to this area by the nightclub, it is impossible to keep downtown residents safe in or around their homes. You cannot keep property safe. You cannot keep the bar's customers safe. Mark Mew has stated that there are not enough police.

There should never be another liquor license issued to a nightclub that does not have a parking lot for their customers. No parking lot = No enforceable safety restrictions.

Mr. Alexander has had 3 months to prove that his club would not bring the same problems as Platinum Jaxx. From what I have witnessed during that time, he has failed.

Downtown has more than its share of bars and nightclubs. We have all of the violence and mess that goes along with it. We do not need another nightclub.

Please do not approve this liquor license transfer.
Support downtown residents and the other property owners who have invested in downtown.

Thank you very much,
Sue Rieckmann
Downtown homeowner.

HOLY FAMILY CATHEDRAL

ARCHDIOCESE OF ANCHORAGE
811 West Sixth Avenue · Anchorage, Alaska 99501-2021 · (907) 276-3455 · FAX (907) 258-9785

26 November 2014

Mr. Patrick Flynn
Chairman of the Anchorage Assembly
632 West Sixth Avenue, Suite 250
Anchorage, Alaska 99501

Dear Mr. Flynn,

I am responding to the article which appeared in the Sunday Edition of The Alaska Dispatch News, 23 November 2014, Section B, front page: *New Tenant of Former Anchorage Nightclub Scrutinized.*

I do not consider myself a Puritan. I would be the last person to deprive folks of having a good time dining, drinking and dancing. Nonetheless, I, as well as the other three priests who live at Holy Family Cathedral Rectory, do not appreciate the excessive noise, which comes at closing time when Platinum Jaxx was in operation; and what will continue with the newly proposed LED Ultra Lounge and Tri-Grill Restaurant.

Some of the folks who patronize this business, illegally park in the Cathedral's two parking lots. In the wee hours of the morning, usually around 2:00 or 3:00 A.M., while returning to their cars, they are exceptionally loud. In addition, it is sometimes hard to discern from the screaming---shrieking---if some women are being abused or attacked; as well as other illegal activities taking place in our parking lots.

I ask you to seriously consider not to renew the liquor license in question.
I am

Sincerely yours,

fr. Anthony-M. Patalano, O.P.
Pastor

Patrick Flynn, Chair
Anchorage Assembly
632 West 6th Avenue
Anchorage, AK 99501

ANCHORAGE DOWNTOWN PARTNERSHIP, Ltd.
333 West 4th Avenue, Suite 317
Anchorage, AK 99501
Tel. 907-279-5650
Fax 907-279-5651

December 1, 2014

Assembly Chair Flynn,

Anchorage Downtown Partnership, Ltd. (ADP) is an organization dedicated to a Clean, Safe, and Vital downtown. **We write to you today in opposition to a Transfer of Ownership for a Beverage Dispensary Liquor License and/or Duplicate Beverage Dispensary Liquor Licenses to Tri-Grill.**

Over the past several years, our member business and property owners have dealt with a myriad of negative impacts from the downtown nightclub known as Platinum Jaxx. Upon learning about the transfer of the Platinum Jaxx liquor licenses to Tri-Grill, neighboring business and property owners began writing to us objecting to the proposed transfer and opening of a new nightclub in that location based on their past experiences, including:

- **Hotel Captain Cook & Voyager Hotel** (*located behind Platinum Jaxx*)
- **Akhiok-Kaguyak, Inc.** (*owner of buildings behind & on the opposite corner*)
- **RSD Properties** / Robin Brenna (*owner of the building next door*)
- **Real Estate Solutions** / Eric Ritner (*owner of a building across the street*)
- **Mark & Mary Kulstad** (*owner of another building across the street*)
- **Sue Reichmann** (*lives across the street*)

Furthermore, we recently learned that the Alcoholic Beverage Control Board (ABC) investigated FuSions Bar & Grill (co-owned by Robert Alexander according to state business license records) and charged them with a misdemeanor violation of state liquor laws for advertising free drinks in violation of state liquor laws. **On October 8, 2014, the ABC Board voted to suspend the FuSions liquor license for three months and impose a $10,000 fine.**

This violation does not speak well for the management and operations of FuSions Bar & Grill, nor does it inspire confidence in the same business owner operating a much larger establishment like Platinum Jaxx. And given the neighborhood's experience under the previous operator(s), confidence in a new operator is paramount. **Therefore, Anchorage Downtown Partnership, Ltd. respectfully requests that the Anchorage Assembly protest the Transfer of Ownership for a Beverage Dispensary and Duplicate Liquor Licenses to Tri-Grill.**

This is not a request that ADP makes lightly; we are an organization dedicated to promoting and supporting economic development in downtown Anchorage. However, the volume of concerns from surrounding business and property owners related to this license transfer and the recent ABC violation have compelled our organization to act.

Sincerely,

Daniel Mitchell
President
Anchorage Downtown Partnership, Ltd.

Christopher M. Schutte
Executive Director
Anchorage Downtown Partnership, Ltd.

CC: Anchorage Assembly
Mayor Dan Sullivan
Paul Nangle, Downtown Community Council
Alcoholic Beverage Control Board

Hickel Investment Company
939 WEST 5TH AVENUE
ANCHORAGE, ALASKA 99501

EXECUTIVE OFFICES
PHONE (907) 343-2400
FAX (907) 343-2211
hickelinvestment@gci.net

December 2, 2014

Patrick Flynn, Chairman
Anchorage Assembly
632 West Sixth Avenue, Suite 250
Anchorage, AK 99501

Dear Mr. Flynn:

Hickel Investment Company owns and operates the Hotel Captain Cook and the Voyager Inn. This letter expresses our deepest concern and opposition to the liquor license transfer from Platinum Jaxx, Inc. to La Mexicana, Inc. and the subsequent transfer to Robert Alexander, a sole proprietor, who plans to operate the building as a night club and bar.

The Platinum Jaxx building is located only one block away from our two hotels that are occupied by thousands of visitors annually. Not only is the location surrounded by professional office buildings, but it is located within a few blocks of residential condominiums and homes. Platinum Jaxx was a noisy, rowdy nightclub whose patrons would spill out into the streets and were highly disruptive.

We support a restaurant operation, even one with a liquor license. We do not support the operation of a nightclub or bar of the caliber of Platinum Jaxx.

Respectfully,

Bruce Eliasen
CFO, Secretary / Treasurer

From: zbdbd
To: !MAS Assembly Members
Subject: History of 901 w. 6th. LED location
Date: Friday, April 10, 2020 2:27:58 PM

Loose History of 901 w. 6th, the current location of LED Ultra Lounge, leased by Robert Alexander, owned by Trina Johnson.

It was La Mex restaurant that also sold alcohol for decades, owned by Trina Johnson's parents until Trina took over. Never a problem.They closed before midnight.

Platinum Jaxx Bar and Grill opened. The name on the permits on the door belonged to the Call of the Wild bar, previously located at 1430 e. TUDOR. That bar closed due to all of the complaints from the neighbors of that location about gunfire, noise. Fights, etc. Restrictions were put on the liquor license involving security, lighting, sound proofing, traffic control, etc.They opted to close that location and moved downtown to 901 a. 6th. Why ? Because there was no parking lot liability.
All of the same crowd and their problems from Tudor then came downtown and dropped into our previously safe and quiet neighborhood. Call of the Wild name taken off the documents after it was brought to the attention of Alan Tesche.

Next, we have Wally Scott Vierra, co owner, who pleaded guilty to using Platinum Jaxx to launder more than 1/2 million dollars of drug money. Raines and Shine bust 2008. Jaxx wasn't closed for even a day.

Paul Stockler, another co owner of Jaxx sent to prison for tax evasion of almost a million dollars, 2014, I believe.

Robert Alexander, LED owner, currently being charged with several felonies and misdemeanors . One misdemeanor was added because he violated conditions of his felony bail release. He is currently PED supervised and monitored for location and alcohol while waiting for trial.
He was arrested 8/ 2019 for shooting someone at his wife's dilapidated Big Timber Motel. The nixel report has the police stating that he reeked of alcohol.
What happens to a liquor license if Robert Alexander goes to prison or even gets a felony conviction. Character used to matter when obtaining a liquor license.
Trina Johnson, during the summer of 2018 advertised that she was trying to get the liquor license from Robert Alexander...involuntarily. What was the issue ?
The very violent and disruptive crowd moved into the area shortly thereafter. They appeared enmass.
Trina Johnson seems to have no concern about to whom she rents. She has never shown any interest in fixing any of the problems brought to the area by her tenants businesses.
Both Platinum Jaxx and LED were approved at this location based on the fact that they were going to be a restaurant, first and foremost. Both became nothing more than a nightclub.

Please stop allowing history to repeat itself.
Thanks, Sue Rieckmann

Sent from my Verizon, Samsung Galaxy smartphone

From: zbdbd
To: !MAS Assembly Members
Subject: Fwd: RE: mediation meeting - LED & Neighbors
Date: Friday, April 10, 2020 4:41:59 PM

From: Mary Kulstad

Hi Christopher, I believe you are looking for Sue R. I am not in support of Robert 's liquor renewal. I live directly across the street. Throughout the Roberts ownership there have been inconsistencies and misrepresentations. His operation is sporadic. He for the last year has not operated nightly and when he does there have been issues. Since his arrest he is open even less. I have explained my concerns in the past and also think his case and compliance with the workman's comp board still a consideration. I feel with the new issue of his arrest this area should be reviewed for consideration again. His non compliance and respect for laws has been proven by the workman's comp board already.

Although first and foremost as a Liquor Licensee he as any licensed holder is held to a higher standard regarding knowledge, responsibility and enforcement of drinking laws , driving laws, and especially being in possession of a firearm under those circumstances and his use of deadly force. This incident clearly shows his impaired judgement and disregard for following the appropriate guidelines and laws required to oversee a Liquor establishment. He was in flagrant violation and his license should be pulled. Check the record he was intoxicated, driving and in possession of a firearm. The entered commercial building with a loaded gun in hand with intent to use and did. He had every opportunity to call the police and chose the wrong course. In review of old records you find he took the same path in the a past history in a similar issue at his previous Licensed bar location.

Lastly, here is also a question of how he can maintain this license -location, when his bar traffic-hours are so limited? If he was required to supply his books I believe we will find that he cannot financially cover the expense when he is operating on such a limited basis. Which then raises the question of where does the money come from? Legal or is it illegal? Which was a concern before when he did not even own his personal car(s)??

The listed reasons above provide reason to disallow renewal of any liquor license to Robert Alexander.

Sincerely, Mary Kulstad

From: zbdzbd
To: !MAS Assembly Members
Subject: - LED nightclub Mary Kulstad
Date: Friday, April 10, 2020 5:04:46 PM

From: Mary Kulstad <mkhotelseward@gci.net>
Sent: Saturday, October 5, 2019

Hi Silva, I am not in support of Robert 's liquor renewal. I live directly across the street. Throughout the Roberts ownership there have been inconsistencies and misrepresentations. His operation is now sporadic. He for the last year has not operated nightly and when he does there have been issues. Since his arrest he is open even less, but that does not solve the problem. I have explained my concerns in the past and also think his case and compliance or noncompliance with the workman's comp board still a consideration. I feel with the new issue of his arrest this area should be reviewed for consideration again. His noncompliance and respect for laws has been proven by the workman's comp board already. Let see if that has that changed?

Although first and foremost, as a Liquor Licensee he as any license holder is held to a higher standard regarding knowledge, responsibility and enforcement of drinking laws , driving laws, and especially being in possession of a firearm under those circumstances and his use of deadly force. This incident clearly shows his impaired judgement and disregard for following the appropriate guidelines and laws required to oversee a Liquor establishment. He was in flagrant violation and his license should be pulled.

Check the record he was intoxicated, driving and in possession of a firearm. He entered a commercial building with a loaded gun in hand with intent to use deadly force and did. He had every opportunity to call the police and chose the wrong course. This is not an optional for a Liquor License Holder. In review of old records you will find he took the same path in his past history as operator of his previous Licensed Bar location in a similar situation.

Lastly, here is also a question of how he can maintain this license -location, when his bar traffic-hours are so limited? If he was required to supply his books I believe we will find that he cannot financially cover the expense when he is operating on such a limited basis. Which then raises the question of where does the money come from? Legal or is it illegal? Which was a concern before when he testified he did not even own his personal car(s), home , or other property but showed substantial income ??

There are numerus incidences which have been brought to both the police and the hearing officers attention. I sent a lengthy letter at the beginning of these hearings and that information is still valid. I can send it again if needed.

Understandably the police cannot be called each time there is a noise issue or a small disturbance. The course of action is to remove the problem before there are any more life threatening issues and continued liquor violations.

The listed reasons above provide reason to disallow renewal of any liquor license to Robert Alexander.

Sincerely, Mary Kulstad

From: zbdbd
To: !MAS Assembly Members
Subject: Bureaucratic Shuffle re: LED Nightclub
Date: Saturday, April 11, 2020 11:33:21 AM

My experience trying to get help regarding the LED nightclub

I have been shuffled all over trying to get security dealing with a problematic bar crowd, with no success. Why is this so difficult ?Who has the authority ?

I first phoned Chris Constant and also APD, around September of 2018 when a new bar crowd moved in enmass to the area.APD dispatch said that the police were aware and were in the area. Chris did not respond.

I called Chris again after the 4 gunfire incidents during LED bar break, between January and May, 2019. He told me to talk to Sylvia Villamedes, alcohol/marijuana committee.

Sylvia set up a mediation meeting between the neighbors and LED.

I didn't realize that it was the same person who has represented the alcohol industry for over a decade. Not exactly an unbiased mediator.

At a failed first meeting, Amanda Moser of the Downtown Partnership handed the neighbors her card. We both called her. She told both neighbors to contact Mandy Honest with muni licensing.

Both Amanda and Mandy told us to go to the Assembly Safety meeting. Bridget and I went to one and I went to a second. Both meetings ran long and were gaveled out before we got to speak. We didn't really know how it worked. It had changed since the old days.

I was told by a police officer and/or a dispatcher to contact the mayor or the ABC enforcement, or Chris Constant. Did. Was also told to get a taser.

There are 3 parking lots used by LED customers. The one with the most problems is or was,(there was a foreclosure issue, not sure how it settled). Owned by one Native corp., sublet to another Native corp., property manager Bernie Lewis, who hires Dimond parking. In the past, I went to each. Bernie Lewis told me that Dimond handles security. Dimond parking, on more than one occasion has told me that they did not do security during bar hours...too dangerous. Recently a Dimond employee told me to call the Downtown Partnership. Bernie Lewis does not answer my phone messages or emails. I do have documentation of the emails making her aware of the problems for years.

Who is responsible for putting security outside a nightclub where Robert Alexander has been recorded as saying that he has 700 patron. Those patrons all end up outside.

Security, other than me, is needed where LED patrons park and congregate.

Who bears the liability when problems occur on city sidewalks, in the alley, or on the parking lots ?

Sent from my Verizon, Samsung Galaxy smartphone

From: zbdbd
To: !MAS Assembly Members
Subject: Rebuttal to Silvia Villamedes report
Date: Saturday, April 11, 2020 9:08:39 PM

My rebuttal to the Downtown council Alcohol and marijuana committee mediation meeting
Sent to me by
Silvia Villamedes

I found the report to be mostly fiction. The only way that I could figure out how to do this is to comment paragraph by paragraph.
You may have to look at both in order to follow. Sorry.

1) Parking on RSD lot by Robert Alexander. RSD is the small lot between LED and my house

Robert stated that he didn't know...even though the lot is posted, notes were left on his door and window, and orange cones were put out to block the lot, which Robert would move and then park anyway. Tamra Rupe, the property manager of RSD had previously submitted a complaint to the assembly.
Robert said that he wants to park there because of his security camera. Robert said that he needs to park on someone else's property in order to unload for delivery. Robert unloads goods out of the back of the trunk of his small car and a small suv. There is plenty of room to unload on the property that he rents. There are no big delivery trucks and haven't been for years. I have photo documentation.
When I asked point blank if he was going to continue to park on the RSD lot, Robert said yes.
Silvia Villamedes was upset that I asked. She should have been upset about Robert's answer. It shows who Robert Alexander is...full of excuses, someone who takes no responsibility for his actions. If a 53 year old man won't show respect for the neighboring property owners, why who you expect the 20 something bar crowd to be any better.
If any of you were a mediator, wouldn't you say to Robert that the RSD lot is privately owned and posted no parking, so stay off it. Silvia did not. Should have been a no brainer. Recorded documentation.
I have been in communication with Tamra Rupe for years. She is aware that I put the cones out and why. Email Documented.

Still parking section: RSD-
Re: SUE sees a problem with it -
Silvia doesn't mention in her report that Sue sees violence, Sex acts, urination, etc. outside her window on the RSD lot. Not to mention that Robert Alexander physically and verbally threatened her on that lot.

TOWING- Tamra Rupe and I had discussed towing long ago. Tamra said that the tow trucks didn't come quickly enough after the muni changed the towing laws about 5 years ago.

3) NOISE- Complaint about noise coming from inside the bar after midnight and on Sunday evening.

Robert had operated the outdoor Sunday event for 2 summers without a permit.Said that he didn't know. I had called the police several times about the pounding bass heard for hours each Sunday. They never came. The noise went on until midnight on Sundays and until 2 a.m. on Labor Day. It was quieter on one Sunday due to rain.

Noise - Robert opens all of the doors and windows. His excuse is that it's hot.

Is a nightclub allowed to make so much noise after midnight that the neighboring properties can hear ? Don't we have an ordinance for that ? Who is supposed to enforce it.

My solutions, not Silvias :

Sound proofing

Turn the volume down

Install fans and/or air. conditioning

Silvia, the so-called mediator, didn't have a problem with him leaving the door open. Too bad for the bnb guests or neighbors.

4) BAR BREAK -

LED may have staff outside getting customers to move along, but that's only to get them to move off LED property.

The parking lot is not emptied by 3:15 a.m. It's worse in the summer especially. Saturdays are worse. I'm the one waiting for it to be over.

Meeting 9/11/19

1) PARKING - Robert Alexander has contacted Tamra Rupe who authorized him to park on the RSD lot to unload only. I was told by Tamra that the decision was based on being told that it would make it safer for me if Robert was allowed to park there. The authority was taken away after talking to me.

2) TRASH- LED IS PICKING UP ONLY ALCOHOL RELATED TRASH .

The bar crowd also leaves fast food trash, plastic cups, juice bottles, condoms, along with the glass bottles that end up broken.

I am outside before and after the bar crowd. I still have to pick up bottles and trash that are thrown at my house every weekend, often chipping paint off. So Robert doesn't have the right to complain.

Silvia missed the point of all of the photos of alcohol bottles. They show that the bar crowd are in the lot drinking. That includes underage youth.

ALL photos that were sent were taken after mediation.

HOMELESS - The homeless aren't out here with the bar crowd. Too dangerous.

3) NOISE/BAR BREAK -

Silvia volunteered me to call Eric to call Robert. SERIOUSLY !

Notice Silvia didn't volunteer herself.

I really can't say this enough...

I DO NOT WANT TO BE THE VOLUNTEER SECURITY GUARD FOR THE SOMETIMES HUNDREDS OF 20- SOMETHINGS OUTSIDE.

I want to be asleep at that hour, or at the very least, not have the stress and angry adrenalin. My health has been destroyed by this.

Silvia's Summary-

RSD has drive by security maybe once during bar hours. They watch only RSD property. That started before mediation after I told her about the violent crowd and increased problems.

Bernie Lewis has always had Guardian Security for the 2 office buildings, once a night. They do not include the parking lot or bar crowd.

My solution...CLOSE THE LOT after midnight. She said no, even tho the bar crowd has never paid to park there.

Dimond Parking , several employees, have told me that they don't do security for the bar crowd. Too dangerous.Too expensive.

Silvia's claim that there is security is incorrect.

THERE HAS BEEN NO CONSISTENT SECURITY ON EITHER PARKING LOT.

LED had a security vehicle on Halloween and Dia de Los Muerte after 1 a.m.until bar break. They parked right outside my window for show. I'm sure that you'll see that photo OP. There was still noise and property damage.

3) NOISE- Silvia states that the noise coming from the bar was dealt with right away by Robert. Robert says so so Silvia says so.

The neighbors say otherwise. If anything the volume was turned up and went later on Sunday.

4) BAR BREAK - The neighbors do not work for LED. How often has it been that the good samaritan is the one who gets hurt during bar break.

Robert needs to put his own security team outside to deal with his customers.

APD REPORT - I have emailed my rebuttal to the APD report separately. Little tics on a chart don't show what goes on out here. Ask a weekend bar crowd officer. Ask an officer who was out here between the summer of 2018 and November 2019. That was when the really violent crowd was out here. Interesting point, that crowd left after I went to AMCO.

I spoke with a city prosecutor last week. He called about the underaged drunk driver case. He said that there were several cases right now involving LED. He said that he was aware of the violence.

AMCO- When I was there in October, they said that there had been several complaints about LED.

MY SUMMARY

The muni needs to find a better mediator and definitely an unbiased mediator. It may actually solve a lot of these problems. Silvia Villamedes has represented the alcohol industry for too long.

The neighborhood surrounding LED has been without help for years. We have attended meetings and stood before 3 different assemblies. Still the bar crowd runs amok and the nightclub owners have yet to take any responsibility.

Please mandate security after midnight until the parking lots clear. Or, close the bar earlier.

Decisions should be made based on facts, not fiction. For whatever reason, Silvia's report is mostly fiction. There were many witnesses to the first mediation meeting and I have a recording of the second meeting. I thought that they were both very unprofessional.

I have documentation to back up everything that I have said.

Thank you,
Sue Rieckmann

Sent from my Verizon, Samsung Galaxy smartphone

From: zbdbd
To: !MAS Assembly Members
Cc: zbdzbd@aol.com
Subject: LED & Neighbors Conclusion
Date: Saturday, April 11, 2020 9:12:32 PM
Attachments: LED & Neighbors Conclusion.pdf

Silvia Villamedes report . My rebuttal is separate.
Sue Rieckmann

Sent from my Verizon, Samsung Galaxy smartphone

Downtown Community Council

Alcohol & Marijuana Committee
LED & Neighbors Mediation Meetings Notes
7/31/19 & 9/11/19

7/31/19 Attending – Robert (LED) Erick, Sue, (neighbors), Silvia (DCC)
Group talked about the concerns from the neighbors and came up with a list of items. (P = Problem) (S = Solution)

1. Parking
   P. No policing in the parking lot and people are parking at the RSD building parking and at the main parking lot adjacent to the RSD building and Sue's property. Robert is parking at the RSD parking space and Sue sees a problem with it. Sue is putting yellow cones surrounding the RSD parking to prevent people from parking.
   S. Robert will contact RSD management for permission as Robert parks there for delivery access. Sue to contact APD and/or towing company for towing of vehicles however, Sue needs a letter from RSD authorizing to call for towing. Sue will contact RSD management for letter.
2. Trash
   P. Trash and empty liquor bottles surrounding the area. There is no policing the parking lot.
   S. LED will policy the area. LED has been policing however they will do more. Dimond parking to be contacted as they are responsible for parking lot maintenance and security.
3. Noise
   P. Music loud and distributing the neighbors. Doors are open due to the extensive heat this summer. Back patio loud music Saturday and Sunday.
   S. LED has acquired a noise permit from the health department, noise monitoring after 10pm. LED will close one of the doors on the 6th avenue side or both if it's not too hot.

4. Bar Break
   P. Crowd is out of control, staying in parking lot and loud music from vehicles.
   S. At bar break LED has staff outside getting customers to move along, normally the parking lot is cleared by 3:15am to 3:20am. LED will be more diligent with crowd control. Robert will contact Dimond parking to assist with security.

9/11/19 - Attending Robert Alexander (LED), Silvia (DCC), Neighbors could not attend but I moved forward with the meeting. Robert gave an update as follows.

1. Parking – After contacting Matt at Dimond Parking, Dimond it is not the entity in charge of the parking lot, they believe it is Easy Park. Silvia gave Robert Easy Park contact information for Demetric Tuggle. Robert will be contacting them.
   Robert has contacted Tamara Rupe, and she authorize him to park at the RSD building parking area to unload merchandise or deliveries.
2. Trash – LED continues to policy the area, however about 2 weeks ago, after picking up trash of all kind. LED is now only picking up alcohol related items. Parking lot owner needs to policy that area, they need to be responsible. Robert also noted, homeless situation is all around that area, not only around LED. Robert has collected pictures of homeless people sleeping and congregating around the buildings.
3. Noise/Bar Break – Robert reported at the last meeting he had given Erick (neighbor) his personal information and to contact him directly if there were any noise issues or any concerns from him or Sue (neighbor). Erick to be the go between Robert and Sue. As of 9/11, he has not heard or received any calls from Erick.

11/30/19 - Summary:
After meetings with Bernie Lewis (owner of parking lot), Tamara Rupe (management RSD building), Matt Samuel (Dimond Parking), APD, and AMCO, Robert Alexander (LED Lounge) and Russ Reno

1. Parking Lot – It was noted, Easy Park is not connected with this parking lot. Bernie Lewis who is the manager of the parking lot contracts with Dimond Parking.
   Conclusion, parking lot will be monitored 24/7 by Dimond Parking, RSD, and Bernie Lewis (private security company). RSD will not allow any parking at the back parking lot during non-business hours. we feel this is a win for all as the parking lot security was one of the high topics of conversation.

2. Trash - will be monitored 24/7 by Dimond Parking, RSD, Bernie Lewis (private security company), trash around the parking lot and buildings was the second point of conversation. Trash will be monitored and picked up as the parking lot is being monitored by security companies and LED.
3. Noise – Not applicable, this issue was dealt with right away by LED.
4. Bar Break – Neighbors will be communicating with Robert Alexander via personal cellular phone, in the event there are issues that need immediate attention. LED will keep monitoring their building and parking lot at bar break for crowd control and in getting customers to clear the area fast and safe.

- Anchorage Police Department did not have any nugatory report on LED.
- Alcohol, Marijuana Control Office no Notices of Violations noted. However, complaint was received from neighbor.
- RSD will be installing security lights and cameras back of their building. It was determined by RSD no after hours parking will be allowed at the back of their building.

In conclusion, this process may not stop citizens from protesting the license at renewal, however we know the Downtown Community Council A&M Committee worked hard to get neighbors together in order to work on the issues or complaint/s. I would like to thank Russ Reno, Tamara Rupe, Bernie Lewis, Matt Samuel, Robert Alexander, Anchorage Police Department, AMCO and LED neighbors for their involvement in this process in good faith and with the intent for problems or situations to be discussed and resolved through collaboration.

From: zbdbd
To: !MAS Assembly Members
Subject: Party in parking lot LED nightclub
Date: Monday, April 13, 2020 7:04:47 PM
Attachments: 20200315_013348_001.mp4

March 15, 2020 - Loud music and other noise after midnight. Saw female with an alcohol bottle, but didn't get the pic.
Proof that there is no security in the parking lot. Noise is an issue.

Sue Rieckmann

Sent from my Verizon, Samsung Galaxy smartphone

From: zbdbd
To: !MAS Assembly Members
Subject: 3:30 a.m. - LED parking lot
Date: Monday, April 13, 2020 7:20:15 PM
Attachments: 20200413_190621_153587522286875.mp4

Video shows the noise and continued partying in the parking lot. 3:30 a.m. on March 15, 2020.
The video doesn't show the full volume.
Also shows why it's not safe for me to be outside and why there aren't more photos. There is always someone coming up from behind.
Noise carries far downtown . It can be heard at the Captain Cook when windows are open. I see the lights come on. There are often flight crews standing outside waiting for their shuttle at that hour.
I want and need to be asleep inside my home.
Sue Rieckmann

From:	zbdbd
To:	!MAS Assembly Members
Subject:	Security - LED
Date:	Tuesday, April 14, 2020 11:11:11 AM

Now would be an excellent time to collect information from dispatchers and police officers who work the weekend bar hours.
The dispatchers are probably aware that 311 is often busy during that time. The police are aware of what was happening outside of LED, particularly between the summer of 2018 and fall of 2019.
There was a police presence after the 4 gunfire incidents on this block.
I know that the police would like to see a solution . They cannot deal with what are considered minor crimes during weekend bar hours. Seek the truth.
A P.O. has told me that security would make a difference. Perhaps a P.O. telling the assembly that would get my neighborhood the needed security when our words haven't seemed to matter for almost 10 years.
The bar crowd is no longer " boys will be boys". They have guns.
The bar owners aren't innocent victims.
We are a small, once peaceful neighborhood. Untraditional, sure.
We are long time property owners who invested in downtown before it was cool.
The Elizabeth House has opened up on 7th and soon a new building on 6th and H st will go up, bringing new people to the area, and another proposed bar.
We need security; mandated, consistent enforcible security for the hours after midnight, when LED is open.
We need noise control for the noise coming from LED and from their customers outside.
This is a nightclub not a restaurant. Platinum Jaxx and LED both got approval from the assembly based on promises that it was to be a restaurant first and foremost. I do not believe that it would have been approved for a nightclub.
Decisions should be made on facts and proven history.

Thanks again,
Sue Rieckmann

Sent from my Verizon, Samsung Galaxy smartphone

Exhibit M - Commercial lease agreement between Gallo Limited Partnership and the LED Ultra Lounge & Grill for the location 420 W 3rd Ave.

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 1st day of October, 2021

BETWEEN:

Gallo Limited Partnership of P.O. Box 111846 Anchorage AK 99511
Telephone: (907) 771-6060 (the "Landlord")

OF THE FIRST PART

-AND-

Led Ultra Lounge & Grill, LLC of 8100 Sky Mountain Ln, Anchorage, AK 99502, USA
Telephone: (907) 229-2053 (the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Basic Terms

1. The following basic terms are hereby approved by the Parties and each reference in this Lease to any of the basic terms will be construed to include the provisions set forth below as well as all of the additional terms and conditions of the applicable sections of this Lease where such basic terms are more fully set forth:

   a. Landlord: Gallo Limited Partnership

   b. Address of Gallo Limited Partnership: P.O. Box 111846 Anchorage AK 99511, Phone: (907) 771-6060

   c. Tenant: Led Ultra Lounge & Grill, LLC

   d. Address of Led Ultra Lounge & Grill, LLC: 8100 Sky Mountain Ln, Anchorage, AK 99502, USA, Phone: (907) 229-2053

   e. Commencement Date of Lease: November 1, 2021

   f. Base Rent: $9,000.00, payable per month

AMCO
NOV 19 2021

g. Permitted Use of Premises: Restaurant, Bar and Night Club

h. Security/Damage Deposit: $9,000.00

i. Leased Space: Approximately 7,880 sf.

Definitions

2. When used in this Lease, the following expressions will have the meanings indicated:

   a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;

   b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 420 W. 3rd Ave, Anchorage, AK 99501, USA, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;

   c. "Common Areas and Facilities" mean:

      i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

      ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

   d. "Rent" means the total of Base Rent and Additional Rent.

Leased Premises

3. The Landlord agrees to rent to the Tenant the Premises for only the permitted use (the "Permitted Use") of: Restaurant, Bar and Night Club.

4. The Tenant is not entitled to any parking on or about the Premises.

AMCO

NOV 19 2021

5. The Landlord reserves the right in its reasonable discretion to alter, construct, expand, withdraw from or add to the Building from time to time. In the exercise of those rights, the Landlord undertakes to use reasonable efforts to minimize any interference with the visibility of the Premises and to use reasonable efforts to ensure that direct entrance to and exit from the Premises is maintained.

6. The Landlord reserves the right for itself and for all persons authorized by it, to erect, use and maintain wiring, mains, pipes and conduits and other means of distributing services in and through the Premises, and at all reasonable times to enter upon the Premises for the purpose of installation, maintenance or repair, and such entry will not be an interference with the Tenant's possession under this Lease.

7. The Landlord reserves the right, when necessary by reason of accident or in order to make repairs, alterations or improvements relating to the Premises or to other portions of the Building to cause temporary obstruction to the Common Areas and Facilities as reasonably necessary and to interrupt or suspend the supply of electricity, water and other services to the Premises until the repairs, alterations or improvements have been completed. There will be no abatement in rent because of such obstruction, interruption or suspension provided that the repairs, alterations or improvements are made as expeditiously as is reasonably possible.

8. Subject to this Lease, the Tenant and its employees, customers and invitees will have the non-exclusive right to use for their proper and intended purposes, during business hours in common with all others entitled thereto those parts of the Common Areas and Facilities from time to time permitted by the Landlord. The Common Areas and Facilities and the Building will at all times be subject to the exclusive control and management of the Landlord. The Landlord will operate and maintain the Common Areas and Facilities and the Building in such manner as the Landlord determines from time to time.

Term

9. **The term of the Lease commences at 12:00 noon on November 1, 2021 and ends at 12:00 noon on October 31, 2023 (the "Term").**

10. Notwithstanding that the Term commences on November 1, 2021, the Tenant is entitled to possession of the Premises at 12:00 noon on October 1, 2021.

11. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

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12. Upon 7 days' notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.

13. Upon 30 days' notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 30 days' notice.

14. Tenant is seeking a license from the State of Alaska to lawfully dispense alcoholic beverages from the Premises. If, following Tenant's best efforts, such license is denied, Tenant may terminate this Lease upon 60 days' written notice to Landlord. In the event of termination under this paragraph, Tenant shall not be liable for any Base Rent or Additional Rent that would accrue after the date of termination.

Rent

15. Subject to the provisions of this Lease, the Tenant will pay a base rent, payable per month, for the Premises ("Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business. The Base Rent shall be $9,000 for the first year of the Term and $9,500 for the second and third year of the Term.

16. For the first 1 month of the Term (the "Abatement Period"), the Tenant will not be obligated to pay the monthly installment of Base Rent due but will be liable to pay all other amounts payable under this Lease. The entire Base Rent otherwise due and payable for the Abatement Period will become immediately due and payable upon the occurrence of an event of default under this Lease.

17. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord at P.O. Box 111846 Anchorage, AK, 99511 or in person 135 W. Dimond Blvd unit 201 Anchorage AK 99515, or at such other place as the Landlord may later designate.

18. The Base Rent for the Premises will increase over the Term of the Lease as follows:

19. For any payment of Rent that is received after the due date, the Tenant will be charged an additional amount as follows: $100.00.

20. The Tenant will be given a grace period of 5 days to pay Rent before late payment fees are charged.

21. In the event that this Lease commences, expires or terminates before the end of a period for which any Additional Rent or Base Rent would be payable, or other than at the start or end of a calendar month, such amounts payable by the Tenant will be apportioned pro rata on the basis of a 30 day month to calculate the amount payable for such irregular period.

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22. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Operating Costs

23. In addition to the Base Rent, the Tenant is responsible for directly paying to the appropriate suppliers the following operating costs:

    a. cleaning and janitorial services;

    b. security;

    c. window cleaning;

    d. all insurance relating to the Building as placed by the Landlord from time to time, acting prudently; and

    e. provision, repair, replacement and maintenance of heating, cooling, ventilation and air conditioning equipment throughout the Premises.

24. The Landlord will be responsible for paying all utilities supplied to the Common Areas and Facilities.

Use and Occupation

25. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the Term and throughout the Term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

26. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, laws, and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

27. The Tenant covenants that the Tenant will canyon and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use.

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Security Deposit

28. On execution of this Lease, the Tenant will pay the Landlord a security deposit equal to the amount of **$9,000.00 (the "Security Deposit")** to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.

29. The Tenant may not use the Security Deposit as payment for the Rent.

30. Within 14 days after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: 8100 Sky Mountain Ln, Anchorage, AK 99502, USA, or at such other place as the Tenant may advise.

Quiet Enjoyment

31. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Default

32. If the Tenant is in default in the payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, and such default continues following any specific due date on which the Tenant is to make such payment, or in the absence of such specific due date, for the 7 days following written notice by the Landlord requiring the Tenant to pay the same then, at the option of the Landlord, this Lease may be terminated upon 7 days' notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

33. Unless otherwise provided for in this Lease, if the Tenant does not observe, perform and keep each and every of the non-monetary covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and persists in such default, after 30 days following written notice from the Landlord requiring that the Tenant remedy, correct or comply or, in the case of such default which would reasonably require more than 30 days to rectify, unless the Tenant will commence rectification within the said 30 days' notice period and thereafter promptly and diligently and continuously proceed with the rectification of any such defaults then, at the option of the Landlord, this Lease may be terminated upon 30 days' notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any

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form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

34. If and whenever:

    a. the Tenant's leasehold interest hereunder, or any goods, chattels or equipment of the Tenant located in the Premises will be taken or seized in execution or attachment, or if any writ of execution will issue against the Tenant or the Tenant will become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any legislation that may be in force for bankrupt or insolvent debtor or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver will be appointed for the affairs, business, property or revenues of the Tenant; or

    b. the Tenant fails to commence, diligently pursue and complete the Tenant's work to be performed under any agreement to lease pertaining to the Premises or vacate or abandon the Premises, or fail or cease to operate or otherwise cease to conduct business from the Premises, or use or permit or suffer the use of the Premises for any purpose other than as permitted in this clause, or make a bulk sale of its goods and assets which has not been consented to by the Landlord, or move or commence, attempt or threaten to move its goods, chattels and equipment out of the Premises other than in the routine course of its business; then, and in each such case, at the option of the Landlord, this Lease may be terminated without notice and the term will then immediately become forfeited and void, and the Landlord may without notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

35. In the event that the Landlord has terminated the Lease pursuant to this section, on the expiration of the time fixed in the notice, if any, this Lease and the tight, title, and interest of the Tenant under this Lease will terminate in the same manner and with the same force and effect, except as to the Tenant's liability, as if the date fixed in the notice of cancellation and termination were the end of the Lease.

Distress

36. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any

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place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

37. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the Term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

38. If the Landlord reenters the Premises or terminates this Lease, then:

    a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;

    b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;

    c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant, and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;

    d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amow1ts owed by the Tenant to the Landlord;

    e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in

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connection with such reletting including any alterations and improvements to the Premises;

f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;

g. after reentry, the Landlord may terminate the Lease on giving 5 days' written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;

h. the Tenant will pay to the Landlord on demand:

i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;

ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for relettiug; and

iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, at the option of the Landlord, either:

1. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the Term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or

2. an amount equal to the Base Rent and estimated Additional Rent for a period of six months.

Renewal of Lease

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39. Upon giving written notice no later than 60 days before the expiration of the Term, the Tenant may renew this Lease for an additional te1m. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause and the amount of the rent. If the Landlord and the Tenant cannot agree as to the amount of the Rent, the amount of the Rent will be determined by mediation. The Rent should be determined taking into consideration the market rent of similarly improved premises in the market, as well as the location, use, age, and size of premises.

Tenant Improvements

40. The Tenant will obtain written permission from the Landlord before doing any of the following:

    a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;

    b. removing or adding walls, or performing any structural alterations;

    c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;

    d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for adve1tising or any other purpose;

    e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or

    f. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

Utilities and Other Costs

41. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises and shall maintain such utilities in Tenant's name: Refuse, electric, natural gas, water and sewer.

42. Landlord may, at Landlords discretion, pay for any and all utilities. If Landlord pays for any utility charge that is the responsibility of Tenant pursuant to the paragraph above, the amount of such payment shall be immediately due and payable to Landlord as Additional Rent.

Signs

43. The Tenant may erect, install and maintain a sign of a kind and size in a location, all in accordance with the Landlord's design criteria for the Building and as first approved in writing by the Landlord.

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All other signs, as well as the advertising practices of the Tenant, will comply with all applicable rules and regulations of the Landlord. The Tenant will not erect, install or maintain any sign other than in accordance with this section.

Insurance

44. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.

45. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.

46. The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.

47. Waiver of Subrogation. As long as their respective insurers so permit, landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to its insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by its insurer, to evidence compliance with aforementioned waiver.

Tenant's Insurance

48. The Tenant will, during the whole of the Term and during such other time as the Tenant occupies the Premises, take out and maintain the following insurance, at the Tenant's sole expense, in such form as used by solvent insurance companies in the State of Alaska:

    a. Comprehensive general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use or occupation of the Premises, of the Tenant's business on or about the Premises; such insurance to be in the joint name of the Tenant and the Landlord so as to indemnify and protect both the Tenant and the Landlord and to contain a 'cross liability' and 'severability of interest' clause so that the Landlord and the Tenant may be insured in the same manner and to the same extent as if individual policies had been issued to each, and will be for the amount of not less than $3,000,000.00 combined single limit or such other amount as may be reasonably required by the Landlord from time to time; such comprehensive general liability insurance will for the Tenant's benefit only include contractual liability insurance in a form and of a nature broad enough to insure the obligations imposed upon the Tenant under the

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terms of this Lease.

b. All risks insurance upon its merchandise, stock-in-trade, furniture, fixtures and improvements and upon all other property in the Premises owned by the Tenant or for which the Tenant is legally liable, and insurance upon all glass and plate glass in the Premises against breakage and damage from any cause, all in an amount equal to the full replacement value of such items, which amount in the event of a dispute will be determined by the decision of the Landlord. In the event the Tenant does not obtain such insurance, it is liable for the full costs of repair or replacement of such damage or breakage.

c. Boiler and machinery insurance on such boilers and pressure vessels as may be installed by, or under the exclusive control of, the Tenant in the Premises.

d. Owned automobile insurance with respect to all motor vehicles owned by the Tenant and operated in its business.

49. The Tenant's policies of insurance hereinbefore referred to will contain the following:

a. provisions that the Landlord is protected notwithstanding any act, neglect or misrepresentation of the Tenant which might otherwise result in the avoidance of claim under such policies will not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insured(s);

b. provisions that such policies and the coverage evidenced thereby will be primary and noncontributing with respect to any policies carried by the Landlord and that any coverage carried by the Landlord will be excess coverage;

c. all insurance referred to above will provide for waiver of the insurer's rights of subrogation as against the Landlord; and

d. provisions that such policies of insurance will not be cancelled without the insurer providing the Landlord thirty (30) days' written notice stating when such cancellation will be effective.

50. The Tenant will further during the whole of the Term maintain such other insurance in such amounts and in such sums as the Landlord may reasonably determine from time to time. Evidence satisfactory to the Landlord of all such policies of insurance will be provided to the Landlord upon request.

51. The Tenant will not do, omit or permit to be done or omitted upon the Premises anything which will cause any rate of insurance upon the Building or any part of the Building to be increased or cause such insurance to be cancelled. If any such rate of insurance will be increased as previously mentioned, the Tenant will pay to the Landlord the amount of the increase as Additional Rent. If any

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insurance policy upon the Building or any part of the Building is cancelled or threatened to be cancelled by reason of the use or occupancy by the Tenant or any such act or omission, the Tenant will immediately remedy or rectify such use, occupation, act or omission upon being requested to do so by the Landlord, and if the Tenant fails to so remedy or rectify, the Landlord may at its option terminate this Lease and the Tenant will immediately deliver up possession of the Premises to the Landlord.

52. The Tenant will not at any time during the Term use, exercise, carry on or permit or suffer to be used, exercised, carried on, in or upon the Premises or any part of the Premises, any noxious, noisome or offensive act, trade business occupation or calling, and no act, matter or thing whatsoever will at any time during the said term be done in or upon the Premises, or any part Premises, which will or may be or grow to the annoyance, nuisance, grievance, damage or disturbance of the occupiers or owners of the Building, or adjoining lands or premises.

Landlord's Insurance

53. The Landlord will take out or cause to be taken out and keep or cause to be kept in full force and effect during the whole of the Term:

    a. fire and extended coverage insurance on the Building, except foundations, on a replacement cost basis, subject to such deductions and exceptions as the Landlord may determine; such insurance will be in a form or forms normally in use from time to time for buildings and improvements of a similar nature similarly situate, including, should the Landlord so elect, insurance to cover any loss of rental income which may be sustained by the Landlord;

    b. boiler and machinery insurance of such boilers and pressure vessels as may be installed by, or under the exclusive control of, the Landlord in the Building (other than such boilers and pressure vessels to be insured by the Tenant hereunder); and

    c. comprehensive general liability insurance against claims for bodily injury, including death and property damage in such form and subject to such deductions and exceptions as the Landlord may determine; provided that nothing in this clause will prevent the Landlord from providing or maintaining such lesser, additional or broader coverage as the Landlord may elect in its discretion.

54. The Landlord agrees to request its insurers, upon written request of the Tenant, to have all insurance taken out and maintained by the Landlord provide for waiver of the Landlord's insurers' rights of subrogation as against the Tenant when and to the extent permitted from time to time by its insurers.

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Abandonment

55. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Subordination and Attornment

56. This Lease and the Tenant's rights under this Lease will automatically be subordinate to any mortgage or mortgages, or encumbrance resulting from any other method of financing or refinancing, now or afterwards in force against the Lands or Building or any part of the Lands or Building, as now or later constituted, and to all advances made or afterwards made upon such security; and, upon the request of the Landlord, the Tenant will execute such documentation as may be required by the Landlord in order to confirm and evidence such subordination.

57. The Tenant will, in the event any proceedings are brought, whether in foreclosure or by way of the exercise of the power of sale or otherwise, under any other mortgage or other method of financing or refinancing made by the Landlord in respect of the Building, or any portion of the Building, attorn to the encumbrancer upon any such foreclosure or sale and recognize such encumbrancer as the Landlord under this Lease, but only if such encumbrancer will so elect and require.

58. Upon the written request of the Tenant, the Landlord agrees to request any mortgagee or encumbrancer of the Lands (present or future) to enter into a non-disturbance covenant in favor of the Tenant, whereby such mortgagee or encumbrancer will agree not to disturb the Tenant in its possession and enjoyment of the Premises for so long as the Tenant is not in default under this Lease.

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No Recordation of Lease

59. The Tenant is not record this Lease, provided, however, that:

    a. The Tenant may file memorandum of lease respecting this Lease but will not be entitled to attach this Lease, and, in any event, will not record such memorandum of lease prior to the commencement date of the Term. The memorandum of lease will not state the Base Rent or any other financial provisions contained in this Lease.

    b. If the Landlord's permanent financing has not been fully advanced, the Tenant covenants and agrees not to record a memorandum of lease until such time as the Landlord's permanent financing has been fully advanced.

Estoppel Certificate and Acknowledgement

60. Whenever requested by the Landlord, a mortgagee or any other encumbrance holder or other third party having an interest in the Building or any part of the Building, the Tenant will, within ten days of the request, execute and deliver an estoppel certificate or other form of certified acknowledgement as to the Commencement Date, the status and the validity of this Lease, the state of the rental account for this Lease, any incurred defaults on the part of the Landlord alleged by the Tenant, and such other information as may reasonably be required.

Sale by Landlord

61. In the event of any sale, transfer or lease by the Landlord of the Building or any interest in the Building or portion of the Building containing the Premises or assignment by the Landlord of this Lease or any interest of the Landlord in the Lease to the extent that the purchaser, transferee, tenant or assignee assumes the covenants and obligations of the Landlord under this Lease, the Landlord will without further written agreement be freed and relieved of liability under such covenants and obligations. This Lease may be assigned by the Landlord to any mortgagee or encumbrance of the Building as security.

Tenant's Indemnity

62. The Tenant will and does hereby indemnify and save harmless the Landlord of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which the Landlord will or may become liable, incur or suffer by reason of a breach, violation or nonperformance by the Tenant of any covenant, term or provision hereof or by reason of any construction or other liens for any work done or materials provided or services rendered for

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alterations, improvements or repairs, made by or on behalf of the Tenant to the Premises, or by reason of any injury occasioned to or suffered by any person or damage to any property, or by reason of any wrongful act or omission, default or negligence on the part of the Tenant or any of its agents, concessionaires, contractors, customers, employees, invitees or licensees in or about the Building, including all persons in or about the Building as a result of Tenant's use of the Premises, or any losses caused, or contributed to, by any trespasser while that trespasser is on the Premises.

63. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury, or damage to persons or property resulting from falling plaster, steam, electricity, water, rain, snow or dampness, or from any other cause.

64. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss or damage caused by acts or omissions of other tenants or occupants, their employees or agents or any persons not the employees or agents of the Landlord, or for any damage caused by the construction of any public or quasi-public works, and in no event will the Landlord be liable for any consequential or indirect damages suffered by the Tenant.

65. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury or damage caused to persons using the Common Areas and Facilities or to vehicles or their contents or any other property on them, or for any damage to property entrusted to its or their employees, or for the loss of any property by theft or otherwise, and all property kept or stored in the Premises will be at the sole risk of the Tenant.

Liens

66. The Tenant will immediately upon demand by the Landlord remove or cause to be removed and afterwards institute and diligently prosecute any action pertinent to it, any builders' or other lien or claim of lien noted or filed against or otherwise constituting an encumbrance on any title of the Landlord. Without limiting the foregoing obligations of the Tenant, the Landlord may cause the same to be removed, in which case the Tenant will pay to the Landlord as Additional Rent, such cost including the Landlord's legal costs.

Attorney Fees

67. All costs, expenses and expenditures including and without limitation, complete legal costs incUlTed by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All

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rents including the Base Rent and Additional Rent will bear interest at the rate of 10.5 per cent per annum from the due date until paid.

Governing Law

68. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Alaska, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

69. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Alaska (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

70. If there is a conflict between any provision of this Lease and any form of lease prescribed by the Act, that prescribed form will prevail and such provisions of the lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Lease.

Amendment of Lease

71. Any amendment or modification of this Lease or additional obligation assumed by either party to this Lease in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Assignment and Subletting

72. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Bulk Sale

73. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord,

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that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Additional Provisions

74. Landlord and Tenant have an understanding that some repairs will be performed during this tenancy. Landlord and its contractors or employees shall have access to certain space of that being leased in order to perform work/repairs.

75. Tenant acknowledges that Landlord has plans for the second floor to be used as residential in the near future.

76. Performance Guaranty. If tenant fails to preform, satisfy, or observe any term or condition of the lease rule or regulation, or related lease obligation, guarantor will promptly and fully do so in tenant's place. Tenant shall pay, reimburse and indemnify landlord for all damages, costs, expenses, losses, and other liabilities arising or resulting for tenant's failure to perform or satisfy the required terms and obligations.

Damage to Premises

77. If the Premises, or any part of the Premises, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Premises will be promptly repaired by the Landlord and there will be an abatement of rent corresponding with the time during which, and the extent to which, the Premises may have been untenantable. However, if the Premises should be damaged other thall by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor to the extent that the Landlord decides not to rebuild or repair, the term of this Lease will end and the Rent will be prorated up to the time of the damage.

Force Majeure

78. In the event that the Landlord or the Tenant will be unable to fulfill, or shall be delayed or prevented from the fulfillment of, any obligation in this Lease by reason of municipal delays in providing necessary approvals or permits, the other party's delay in providing approvals as required in this Lease, strikes, third patty lockouts, fire, flood, earthquake, lightning, storm, acts of God or our Country's enemies, riots, insurrections or other reasons of like nature beyond the reasonable control of the party delayed or prevented from fulfilling any obligation in this Lease (excepting any delay or prevention from such fulfillment caused by a lack of funds or other financial reasons) and provided that such party uses all reasonable diligence to overcome such unavoidable delay, then the time

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period for performance of such an obligation will be extended for a period equivalent to the duration of such unavoidable delay. municipal delays in providing necessary approvals or permits, the other party's delay in providing approvals as required in this Lease, strikes, third party lockouts, fire, flood, earthquake, lightning, storm, acts of God or our Country's enemies, riots, insurrections or other reasons of like nature beyond the reasonable control of the party delayed or prevented from fulfilling any obligation in this Lease (excepting any delay or prevention from such fulfillment caused by a lack of funds or other financial reasons) and provided that such party uses all reasonable diligence to overcome such unavoidable delay, then the time period for perfolmance of such an obligation will be extended for a period equivalent to the duration of such avoidable delay.

Eminent Domain and Expropriation

79. If during the Term, title is taken to the whole or any part of the Building by any competent authority under the power of eminent domain or by expropriation, which taking, in the reasonable opinion of the Landlord, does not leave a sufficient remainder to constitute an economically viable building, the Landlord may at its option, terminate this Lease on the date possession is taken by or on behalf of such authority. Upon such termination, the Tenant will immediately deliver up possession of the Premises, Base Rent and any Additional Rent will be payable up to the date of such termination, and the Tenant will be entitled to be repaid by the Landlord any rent paid in advance and unearned or an appropriate portion of that rent. In the event of any such taking, the Tenant will have no claim upon the Landlord for the value of its property or the unexpired portion of the Term, but the Parties will each be entitled to separately advance their claims for compensation for the loss of their respective interests and to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Landlord specifically includes an award for the Tenant, the Landlord will account for that award to the Tenant and vice versa.

Condemnation

80. A condemnation of the Building or any portion of the Premises will result in termination of this Lease. The Landlord will receive the total of any consequential damages awarded as a result of the condemnation proceedings. All future rent installments to be paid by the Tenant under this Lease will be terminated.

Tenant's Repairs and Alterations

81. The Tenant covenants with the Landlord to occupy the Premises in a tenant-like manner and not to permit waste. The Tenant will at all times and at its sole expense, subject to the Landlord's repair,

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maintain and keep the Premises, reasonable wear and tear, damage by fire, lightning, tempest, structural repairs, and repairs necessitated from hazards and perils against which the Landlord is required to insure excepted. Without limiting the generality of the foregoing, the Tenant will keep, repair, replace and maintain all glass, wiring, pipes and mechanical apparatus in, upon or serving the Premises in good and tenantable repair at its sole expense. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building.

82. The Tenant covenants with the Landlord that the Landlord, its servants, agents and workmen may enter and view the state of repair of the Premises and that the Tenant will repair the Premises according to notice in writing received from the Landlord, subject to the Landlord's repair obligations. If the Tenant refuses or neglects to repair as soon as reasonably possible after written demand, the Landlord may, but will not be obligated to, undertake such repairs without liability to the Tenant for any loss or damage that may occur to the Tenant's merchandise, fixtures or other property or to the Tenant's business by such reason, and upon such completion, the Tenant will pay, upon demand, as Additional Rent, the Landlord's cost of making such repairs plus fifteen percent (15%) of such cost for overhead and supervision.

83. The Tenant will keep in good order, condition and repair the non-structural portions of the interior of the Premises and every part of those Premises, including, without limiting the generality of the foregoing, all equipment within the Premises, fixtures, walls, ceilings, floors, windows, doors, plate glass and skylights located within the Premises. Without limiting the generality of the foregoing, the Tenant will keep, repair, replace and maintain all glass, wiring, pipes and mechanical apparatus in, upon or serving the Premises in good and tenantable repair at its sole expense. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building. The Tenant will not use or keep any device which might overload the capacity of any floor, wall, utility, electrical or mechanical facility or service in the Premises or the Building.

84. The Tenant will not make or permit others to make alterations, additions or improvements or erect or have others erect any partitions or install or have others install any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, awnings, exterior decorations or make any changes to the Premises or otherwise without first obtaining the Landlord's written approval thereto, such written approval not to be unreasonably withheld in the case of alterations, additions or improvements to the interior of the Premises.

85. The Tenant will not install in or for the Premises any special locks, safes or apparatus for air-

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no purpose other than going to and from the Premises and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.

Surrender of Premises

97. The Tenant covenants to surrender the Premises, at the expiration of the tenancy created in this Lease, in the same condition as the Premises were in upon delivery of possession under this Lease, reasonable wear and tear, damage by fire or the elements, and unavoidable casualty excepted, and agrees to surrender all keys for the Premises to the Landlord at the place then fixed for payment of Rent and will inform the Landlord of all combinations to locks, safes and vaults, if any. All alterations, additions and improvements constructed or installed in the Premises and attached in any manner to the floor, walls or ceiling, including any leasehold improvements, equipment, floor covering or fixtures (including trade fixtures), will remain upon and be surrendered with the Premises and will become the absolute property of the Landlord except to the extent that the Landlord requires removal of such items. If the Tenant abandons the Premises or if this Lease is terminated before the proper expiration of the Term due to a default on the part of the Tenant then, in such event, as of the moment of default of the Tenant all trade fixtures and furnishings of the Tenant (whether or not attached in any manner to the Premises) will, except to the extent the Landlord requires the removal of such items, become and be deemed to be the property of the Landlord without indemnity to the Tenant and as liquidated damages in respect of such default but without prejudice to any other right or remedy of the Landlord. Notwithstanding that any trade fixtures, furnishings, alterations, additions, improvements or fixtures are or may become the property of the Landlord, the Tenant will immediately remove all or part of the same and will make good any damage caused to the Premises resulting from the installation or removal of such fixtures, all at the Tenant's expense, should the Landlord so require by notice to the Tenant. If the Tenant, after receipt of such notice from the Landlord, fails to promptly remove any trade fixtures, furnishings, alterations, improvements and fixtures in accordance with such notice, the Landlord may enter into the Premises and remove from the Premises all or part of such trade fixtures, furnishings, alterations, additions, improvements and fixtures without any liability and at the expense of the Tenant, which expense will immediately be paid by the Tenant to the Landlord. The Tenant's obligation to observe or perform the covenants contained in this Lease will survive the expiration or other termination of the Term.

Hazardous Materials

98. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or

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conditioning, cooling, heating, illuminating, refrigerating or ventilating the Premises without first obtaining the Landlord's written approval thereto. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant.

86. When seeking any approval of the Landlord for Tenant repairs as required in this Lease, the Tenant will present to the Landlord plans and specifications of the proposed work which will be subject to the prior approval of the Landlord, not to be unreasonably withheld or delayed.

87. The Tenant will promptly pay all contractors, material suppliers and workmen so as to minimize the possibility of a lien attaching to the Premises or the Building. Should any claim of lien be made or filed the Tenant will promptly cause the same to be discharged.

88. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.

Landlord's Repairs

89. The Landlord covenants and agrees to effect at its expense repairs of a structural nature to the structural elements of the roof, foundation and outside walls of the Building, whether occasioned or necessitated by faulty workmanship, materials, improper installation, construction defects or settling, or otherwise, unless such repair is necessitated by the negligence of the Tenant, its servants, agents, employees or invitees, in which event the cost of such repairs will be paid by the Tenant together with an administration fee of fifteen percent (15%) for the Landlord's overhead and supervision.

90. Landlord at sole expense shall install the fire alarm and the monitoring panel for the building.

Care and Use of Premises

91. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.

92. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

93. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.

94. The Tenant will not engage in any illegal trade or activity on or about the Premises.

95. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

96. The hallways, passages and stairs of the Building in which the Premises are situated will be used for

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Landlord will be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay.

Limited Liability Beyond Insurance Coverage

103. Notwithstanding anything contained in this Lease to the contrary, for issues relating to this Lease, presuming the Landlord obtains its required insurance, the Landlord will not be liable for loss of Tenant business income, Tenant moving expenses, and consequential, incidental, punitive and indirect damages which are not covered by the Landlord's insurance.

Remedies Cumulative

104. No reference to or exercise of any specific right or remedy by the Landlord will prejudice or preclude the Landlord from any other remedy whether allowed at law or in equity or expressly provided for in this Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination.

Landlord May Perform

105. If the Tenant fails to observe, perform or keep any of the provisions of this Lease to be observed, performed or kept by it and such failure is not rectified within the time limits specified in this Lease, the Landlord may, but will not be obliged to, at its discretion and without prejudice, rectify the default of the Tenant. The Landlord will have the right to enter the Premises for the purpose of correcting or remedying any default of the Tenant and to remain until the default has been corrected or remedied. However, any expenditure by the Landlord incurred in any correction of a default of the Tenant will not be deemed to waive or release the Tenant's default or the Landlord's right to take any action as may be otherwise permissible under this Lease in the case of any default.

General Provisions

106. The Tenant authorizes the Landlord to make inquiries to any agency related to the Tenant's compliance with any laws, regulations, or other rules, related to the Tenant or the Tenant's use of the Premises. The Tenant will provide to the Landlord any written authorization that the Landlord may reasonable require to facilitate these inquiries.

107. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

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explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

99. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building and other Common Areas and Facilities that are provided for the use of the Tenant in and around the Building on the Premises.

Address for Notice

100. For any matter relating to this tenancy, whether during or after this tenancy has been terminated:

    a. the address for service of the Tenant is the Premises during this tenancy, and 8100 Sky Mountain Ln, Anchorage, AK 99502, USA after this tenancy is terminated. The phone number of the Tenant is (907) 229-2053; and

    b. the address for service of the Landlord is P.O. Box 111846 Anchorage AK 99511, both during this tenancy and after it is terminated. The phone number of the Landlord is (907) 771-6060.

The Landlord or the Tenant may, on written notice to each other, change their respective addresses for notice under this Lease.

No Waiver

101. No provision of this Lease will be deemed to have been waived by the Landlord unless a written waiver from the Landlord has first been obtained and, without limiting the generality of the foregoing, no acceptance of rent subsequent to any default and no condoning, excusing or overlooking by the Landlord on previous occasions of any default nor any earlier written waiver will be taken to operate as a waiver by the Landlord or in any way to defeat or affect the rights and remedies of the Landlord.

Landlord's Performance

102. Notwithstanding anything to the contrary contained in this Lease, if the Landlord is delayed or hindered or prevented from the performance of any term, covenant or act required under this Lease by reason of strikes, labor troubles, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God or other reason, whether of a like nature or not, which is not the fault of the Landlord, then performance of such term, covenant or act will be excused for the period of the delay and the

NOV 1 0 202

108. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.

109. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

110. The Tenant will be charged an additional amount of $25.00 for each N.S.F. check or check returned by the Tenant's financial institution.

111. All schedules to this Lease are incorporated into and form an integral part of this Lease.

112. Headings are inserted for the convenience of the Patties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

113. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

114. Time is of the essence in this Lease.

115. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any p1ior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

116. Nothing contained in this Lease is intended by the Parties to create a relationship of principal and agent, partnership, nor joint venture. The Parties intend only to create a relationship of landlord and tenant.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand by a duly authorized officer effective this 1st day of October, 2021.

Gallo Limited Partnership (Landlord)
By: Abraham Gallo, General Partner

Led Ultra Lounge & Grill, LLC (Tenant
By: Robert B. Alexander, Managing Member

NOV 1 0 202

PERSONAL GUARANTY OF COMMERCIAL LEASE AGREEMENT

IN CONSIDERATION OF Gallo Limited Partnership, as Landlord, executing that Commercial Lease Agreement, effective October 1, 2021 for premises located at 420 W. 3rd Ave, Anchorage, AK, with Led Ultra Lounge & Grill, LLC, as Tenant, the undersigned, Robert B. Alexander ("Guarantor"), covenants and agrees as follows:

1. Guarantor unconditionally and irrevocably guarantees the full performance of each and all the terms, covenants, and conditions of said Commercial Lease Agreement by Tenant, including, but not limited to, the payment of all Rent and other charges.
2. This Guaranty shall continue in favor of Landlord notwithstanding any extension, modification or alteration of said Commercial Lease Agreement, assignment or sublease.
3. This Guaranty shall continue unchanged by any bankruptcy, reorganization or insolvency of Tenant or any successor or assignee thereof or by any disaffirmance or abandonment by a trustee of Tenant.
4. Landlord may, without notice, assign this Guaranty in whole or in part and no assignment or transfer of the Commercial Lease Agreement shall operate to extinguish the liability of Guarantor.
5. Guarantor's liability shall be primary, and in any right of action which shall accrue to Landlord under the Commercial Lease Agreement Landlord may, at its option, proceed against the Guarantor without having commenced any action, or having obtained any judgment, against Tenant.
6. Guarantor shall pay Landlord's reasonable attorney fees and all costs and other expenses incurred in enforcing this Guaranty and in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed.
7. Guarantor waives notice of any demand by Landlord as well as any notice of default that may be due to Tenant under the Commercial Lease Agreement.

IN WITNESS WHEREOF the Guarantor has duly affixed his signature as of the date set forth below.

GUARANTOR:

Robert B. Alexander 11/17/21

Robert B. Alexander Date

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Exhibit N - LED application for administrative permit for an unlicensed nightclub to the Municipality of Anchorage Planning Department/ Land Use.

A RESOLUTION TO OPPOSE THE TRANSFER OF LICENSE OF LED LOUNGE TO THE PROPOSED LOCATION ON 3RD AND E STREET (Substitute Version) March 4, 2022

Application for Administrative Permit for an Unlicensed Nightclub

MUNICIPALITY OF ANCHORAGE
Planning Department / Land Use
PO Box 196650
Anchorage, AK 99519-6650

PETITIONER

Owner Name(s)	Robert Alexander			
Enterprise Name	LEB Ultra Lounge & Grill LLC	Business License Number	2104038	
Mailing Address	8100 Sky Mt Ln	City	Anchorage	State: AK, Zip: 99502
Phone	907-229-2053	Email	roba0809@hotmail.com	

PROPERTY INFORMATION

Property Identification Number (000-000-00-000)	002-104-30
Zoning District	B-2B
Site Address (include building number, street name, city, zip code)	420 W 3rd Ave Anchorage AK. 99501
Current Legal Description (Subdivision Name, Block #, Lot # or Township/Range and Lot #)	24A Lot 2A Plat 72-68

Anchorage Municipal Code Section 21.05.050D.8.c.ii regulates the location of unlicensed nightclubs and their proximity to protected land uses. All portions of the lot on which an unlicensed nightclub is located shall be 300 feet or more from the lot line of any property with a school or childcare, or that has a residential or TA zoning district designation.

		YES	NO
1.	Are minors or unaccompanied minors prohibited from the premises by law?	☑	☐
2.	Is indecent material as defined in Title 8 of the Anchorage Municipal Code exhibited or proposed to be exhibited on the premises?	☐	☑
3.	Are the premises licensed for the service and/or consumption of alcoholic beverages under AS 04.11.080?	☐	☑
4.	Is the use any of the following?	☐	☑
a.	Adult Bookstore	☐	☑
b.	Dating or Escort Service	☐	☑
c.	Massage Parlor	☐	☑
d.	Adult Motion Picture Theater or Adult Mini-Motion Picture Establishment	☐	☑
e.	Bar, Lounge, Package Store or the Like	☐	☐
f.	Topless or Nude Dancing Establishment	☐	☑

REQUIRED ATTACHMENTS

☑ Fee $590 ☐ Current Business License ☑ Building floor plans with all uses labeled
☑ Site plan or As-Built Survey ☐ Letter of Authorization from Property Owner

I have read and understand AMC 21.05.050D.8.c Use-Specific Standards for Unlicensed Nightclubs. I certify that the above information is correct to the best of my knowledge.

Abraham Gallo — 2/24/22

Property Owner / Applicant Signature — Date

Abraham Gallo

Please Print Name

For assistance with this application, please call (907) 343-8332
TITLE 21 (LAND USE) OF ANCHORAGE MUNICIPAL CODE AVAILABLE ONLINE AT WWW.MUNI.ORG/PLANNING

Accepted by:	Applicable Fee:	~~Assigned Admin Permit #:~~	Date Application Received:
Laura Moeller	590	INV # MS2022 00000 25	2/24/22 FDM

AMCHELL LLC

PO BOX 111846

ANCHORAGE AK. 99511-1846

To Whom concerned,

I Abraham Gallo, approves Led Ultra Lounge LLC and or Robert Alexander permission to conduct an unlicensed nightclub in the building located at 420 west 3rd Ave Anchorage Alaska.

If there are additional information needed, please let me know. I can be reached at 907-444-4929.

Respectfully yours,

Abraham Gallo

Abraham Gallo

Alaska Business License # **2104038**

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

Led Ultra Louge & Grill LLC

8100 sky mt ln, Anchorage, AK 99502

owned by

Led Ultra Lounge & Grill, LLC

is licensed by the department to conduct business for the period

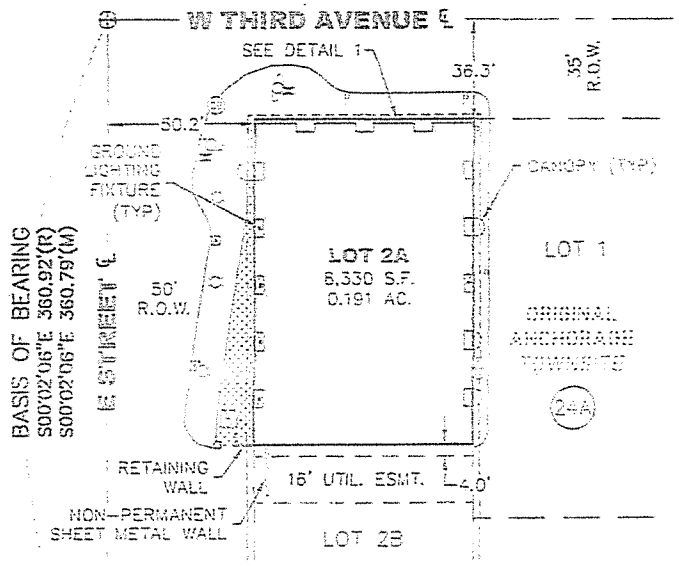
November 19, 2021 to December 31, 2023
for the following line(s) of business:

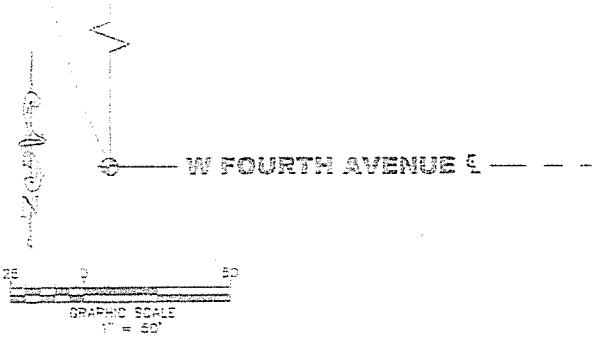
72 - Accommodation and Food Services

This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

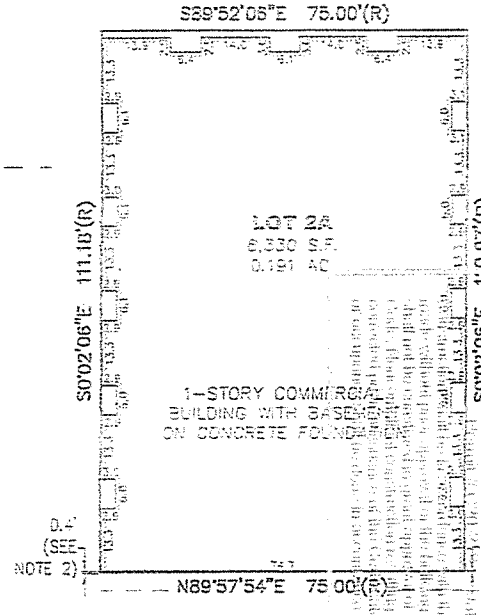
Julie Anderson
Commissioner





LEGEND

- FOUND BRASS CAP
- FOUND ALUMINUM CAP
- GAS METER
- ELECTRIC METER
- TRAFFIC SIGNAL POLE
- TRAFFIC SIGNAL BOX
- LIGHT POLE
- ELECTRIC TRANSFORMER
- PARKING METER
- CATCH BASIN
- CLEANOUT
- SIGN
- BOLLARD
- ROOF OVERHANG
- (R) RECORD PER PLAT 72-68
- (M) MEASURED
- CONCRETE SIDEWALK
- LANDSCAPING



DETAIL 1

LOT INFORMATION & BUILDING DIMENSIONS

SCALE: 1"=30'

NOTES

1. EASEMENTS OF RECORD, OTHER THAN THOSE SHOWN ON THE RECORDED PLAT, ARE NOT SHOWN HEREON.
2. BUILDING ENCROACHES INTO ADJACENT LOT 2B BY 0.4' ON THE SOUTHWEST BUILDING CORNER AND 0.2' ON THE SOUTHEAST BUILDING CORNER.



I HEREBY CERTIFY THAT AN ACCURATE SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

ORIGINAL ANCHORAGE TOWNSITE

LOT 2A BLOCK 24A (PLAT #72-68)

WAS MADE ON MARCH 23 & 25, 2021 AND THAT THE IMPROVEMENTS SITUATED THEREON ARE WITHIN THE PROPERTY LINES AND DO NOT OVERLAP OR ENCROACH ON THE PROPERTY LYING ADJACENT TO THE PREMISES IN QUESTION AND THAT THERE ARE NO ROADWAYS, TRANSMISSION LINES OR OTHER VISIBLE EASEMENTS ON SAID PROPERTY EXCEPT AS INDICATED HEREON.

THIS DRAWING REPRESENTS A MORTGAGE LOCATION SURVEY PREPARED IN ACCORDANCE WITH THE ASPLS MORTGAGE LOCATION SURVEY STANDARDS.

THIS MORTGAGE LOCATION (AS-BUILT) SURVEY IS A REPRESENTATION OF THE CONDITIONS THAT WERE FOUND AT THE TIME THE LOCATION SURVEY WAS PERFORMED AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AND IS SUBJECT TO ANY INACCURACIES THAT A SUBSEQUENT BOUNDARY SURVEY MAY DISCLOSE.

INFORMATION CONTAINED HEREON SHALL NOT BE USED TO ESTABLISH ANY FENCE, STRUCTURE, OR OTHER IMPROVEMENTS.

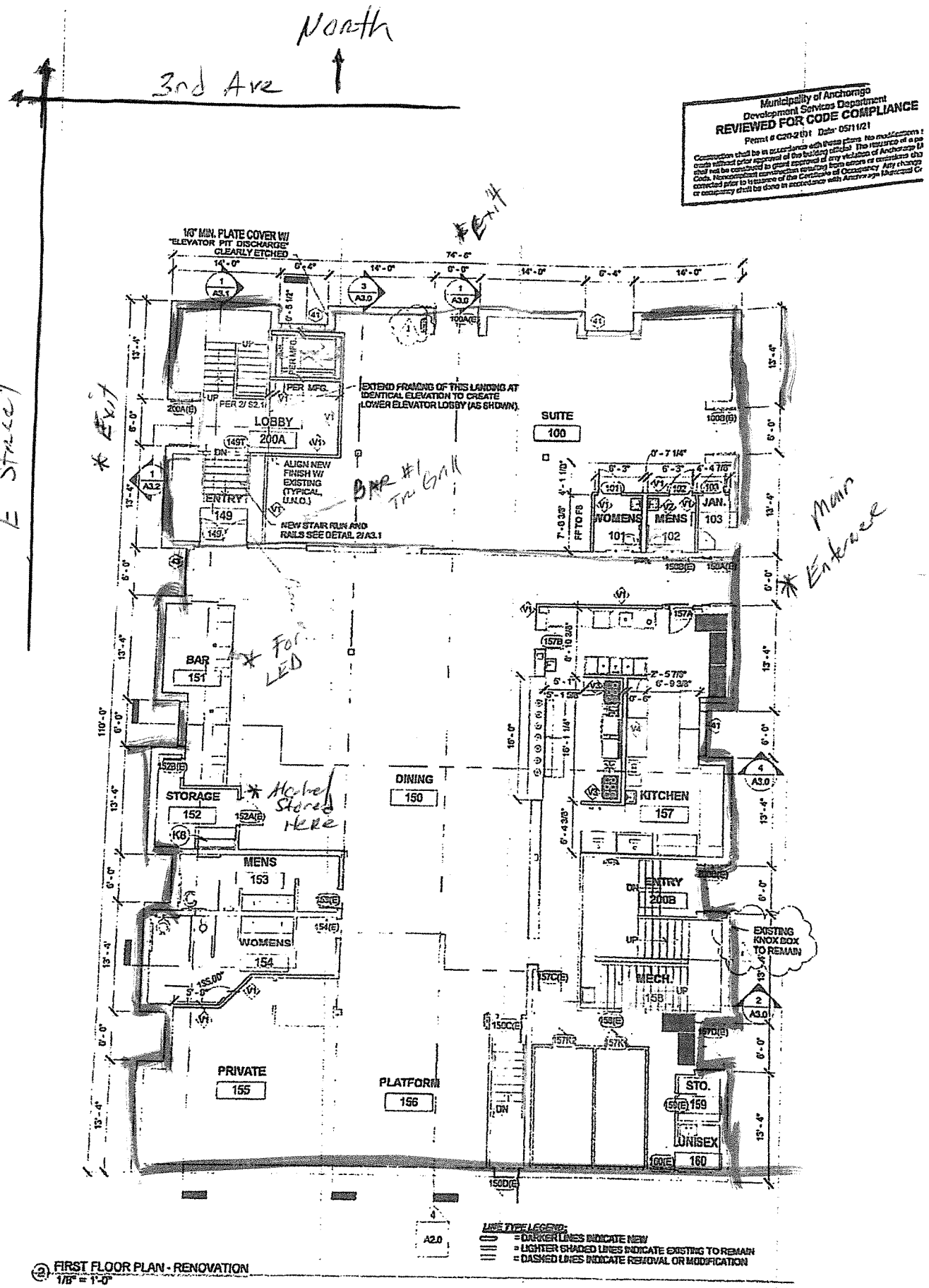
UNLESS GROSS NEGLIGENCE IS DISCOVERED, THE LIABILITY EXTENT OF THE PREPARER SHALL BE LIMITED TO THE AMOUNT OF FEES COLLECTED FOR SERVICES IN PREPARATION OF THIS PRODUCT.

engineers surveyors pll
801 W. FIREWEED LN. #201
ANCHORAGE, AK 99503
(907)274-5257
CoA No. AECC582

ANCHORAGE ORIGINAL TOWNSITE
LOT 2A BLOCK 24A
AS-BUILT SURVEY

PREPARED FOR: ROHDE ARCHITECTS

DRAWN BY: JCM/VFS CHECKED BY: WEM/BJR	FLD BK: FRBA2021-01
JOB NO.: 2021-2805	MOA GRID: SW 1230
SCALE: AS SHOWN	DATE: 03/29/2021



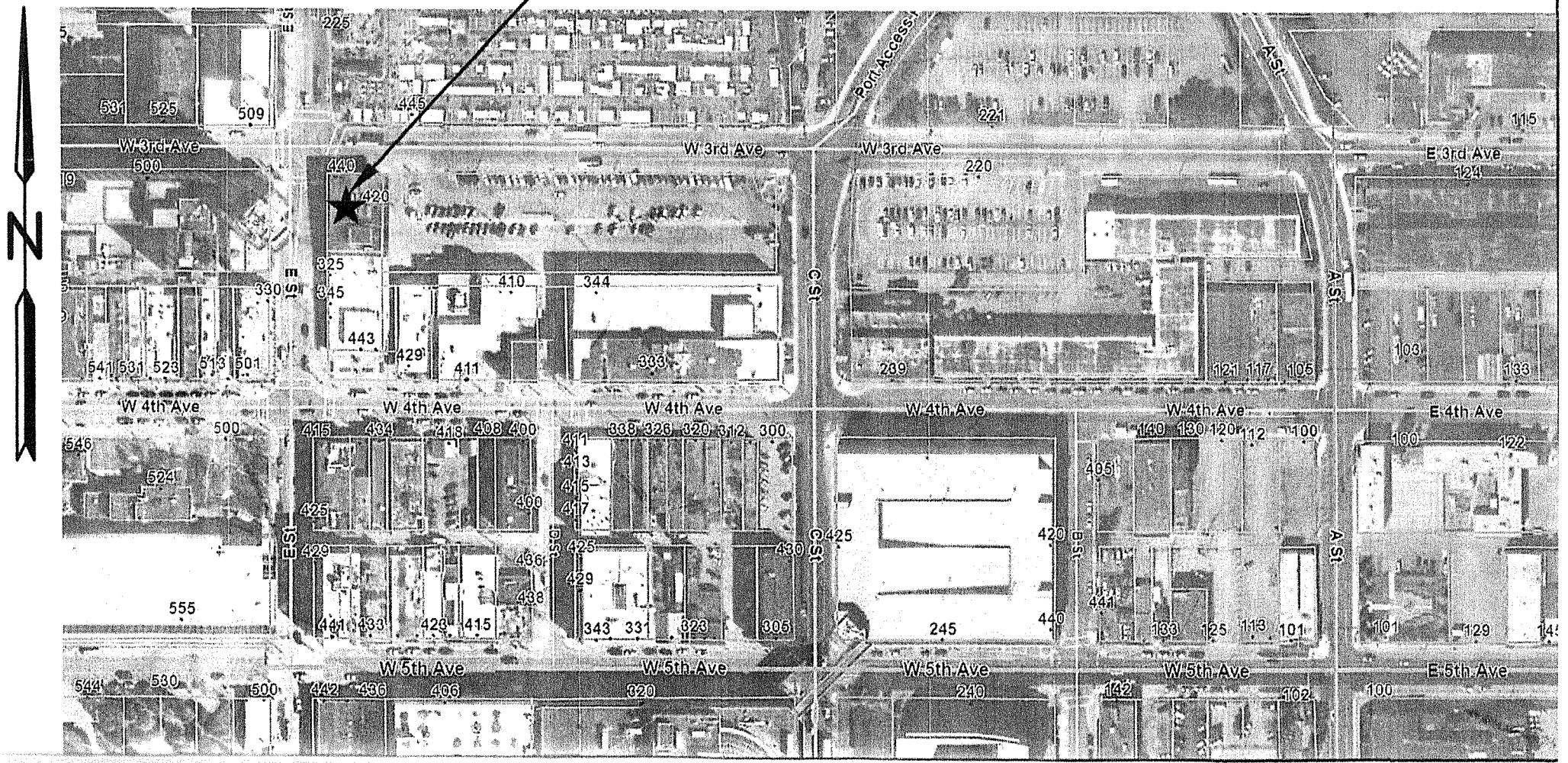
② FIRST FLOOR PLAN - RENOVATION
1/8" = 1'-0"

Exhibit A to Commercial Lease Agreement

SITE LOCATION MAP:

NOT TO SCALE

PROJECT LOCATION



01 03 273924 02/24/22 04:30PM
058 Adult Entertainment $590.00

Counter Sales and Fees

Date: February 24, 2022

Planning
4700 Elmore Road
Anchorage, AK 99504-
Phone: (907) 343-7931 Fax: (907) 249-7541

Employee Francis McLaughlin

Invoice Date: February 24, 2022
Invoice Number: MS20220000025 Type of Case:

Product Name	Quantity	Unit	Unit Price	Base Amount	Amount	Total	Key
Land Use Admin Permit: Unlicensed nightclub	1.00				$ 590.00	$ 590.00	58

Total Due: $ 590.00

PLEASE PAY AT CASHIER
(Next to the Building Safety Check-In Station)

Void: Reason: _____

Supervisor Approval: _____

Exhibit O - Anchorage Municipality of Anchorage property tax information for Hilton Downtown Anchorage.

A RESOLUTION TO OPPOSE THE TRANSFER OF LICENSE OF LED LOUNGE TO THE PROPOSED LOCATION ON 3RD AND E STREET (Substitute Version) March 4, 2022

Owner Information	DETAILED PROPERTY INFORMATION	03/04/22 13:13:12
Parcel ID	**002 106 25 000 1 8**	
Legal Description	ORIGINAL BLK 26 LT 1B	
Site Address	319 F ST	
Tax District	001	
Account Name	CP ANCHORAGE HOTEL 2 LLC	
Mailing Address	740 CENTRE VIEW BLVD CRESTVIEW HILLS KY 41017 0000	

Tax Information	2021 Tax Year		2020 Tax Year
Value before Exemptions	**46,076,500**		52,631,400
Tax before Exemptions	**830,298.53**		899,996.94
Sr. Citizen/Disabled Veteran Exemption	**(.00)**	**(if applicable)**	(.00)
Residential Exemption	**(.00)**	**(if applicable)**	(.00)
Tax Credit	**(.00)**		(.00)
TAX NET OF EXEMPTIONS/CREDITS	**830,298.53**		899,996.94
First Half Tax Amount	**415,149.26**	**Due June 15, 2021** See status below	
Second Half Tax Amount	**415,149.27**	**Due August 15, 2021** See status below	

Mortgage Company

Exhibit P - Letter from Hilton Downtown Anchorage in opposition on the LED transfer to 420 W 3rd Ave.

A RESOLUTION TO OPPOSE THE TRANSFER OF LICENSE OF LED LOUNGE TO THE PROPOSED LOCATION ON 3RD AND E STREET (Substitute Version) March 4, 2022

Hilton
ANCHORAGE

To Whom it May Concern,

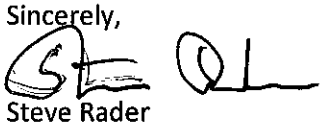
The Hilton Anchorage Downtown Hotel opposes the application for transfer of location for LED Ultra Lounge and Tri Grill LLC to the proposed premise located at 420 W 3rd Ave., Anchorage, Alaska due to its close proximity to our hotel. The Hilton is located across the street at 500 W 3rd Ave. The Hilton has 606 beds, and serves over 200,000 guests each year. We are anticipating the 2022 tourist season to be a rebound tourist season. Like all Anchorage based hospitality businesses, we are hopeful that the 2022 season will enable our business and employees rebuild after the devastating impact of the Covid 19 pandemic. Many of our tourism guests kick off their vistis in Anchorage and Alaska with a stay at our hotel. Thus, their experience at our hotel and in our part of downtown Anchorage has a lasting and important impact on their experience and whether or not they will return and/or encourage others to visit. The environment surrounding the hotel and the businesses operating in the vicinity is naturally incredibly important.

As a large downtown Anchorage business, our goal is to ensure that all of our patrons and their guests have the best possible experience for the benefit of our business, local businesses, and the city of Anchorage. We are concerned that if LED Ultra Lounge is allowed to relocate to our corner of downtown, it will not only negatively impact the businesses in our area but also create a number of safety concerns arising from large numbers of people and vehicles traveling in and out of the narrow and unusual traffic intersections and one way streets at our end of town, uncontrolled crowds loitering in an unpatrolled parking lots and neighborhoods at night. It is easy to see the high risk for vehicle and pedestrian accidents that could occur.

Additionally, we are concerned with the noise levels commonly associated with a night club that plays loud music and caters to large crowds late at night/early hours of the morning disrupting the rest of our guests who are business travelers, tourists, and pilots – all of whom rely on quiet in order to rest and enjoy their stay as well. On an annual basis we have approximately 45,000 pilots and other airline workers stay in the hotel who also rely on this rest for the safety of their flights, transporting goods and people to and from Anchorage.

Needless to say, we have grave concerns about the proposed relocation and urge you to decline approval for the same. Thank you for your consideration of this request.

Sincerely,



Steve Rader
General Manager
Hilton Anchorage

500 West Third Avenue | Anchorage, Alaska 99501
T: 907-272-7411 | F: 907-265-7044

Exhibit Q - Distance as tracked from Anchorage Municipal Website from Turnagain Arms Condo to LED Lounge.

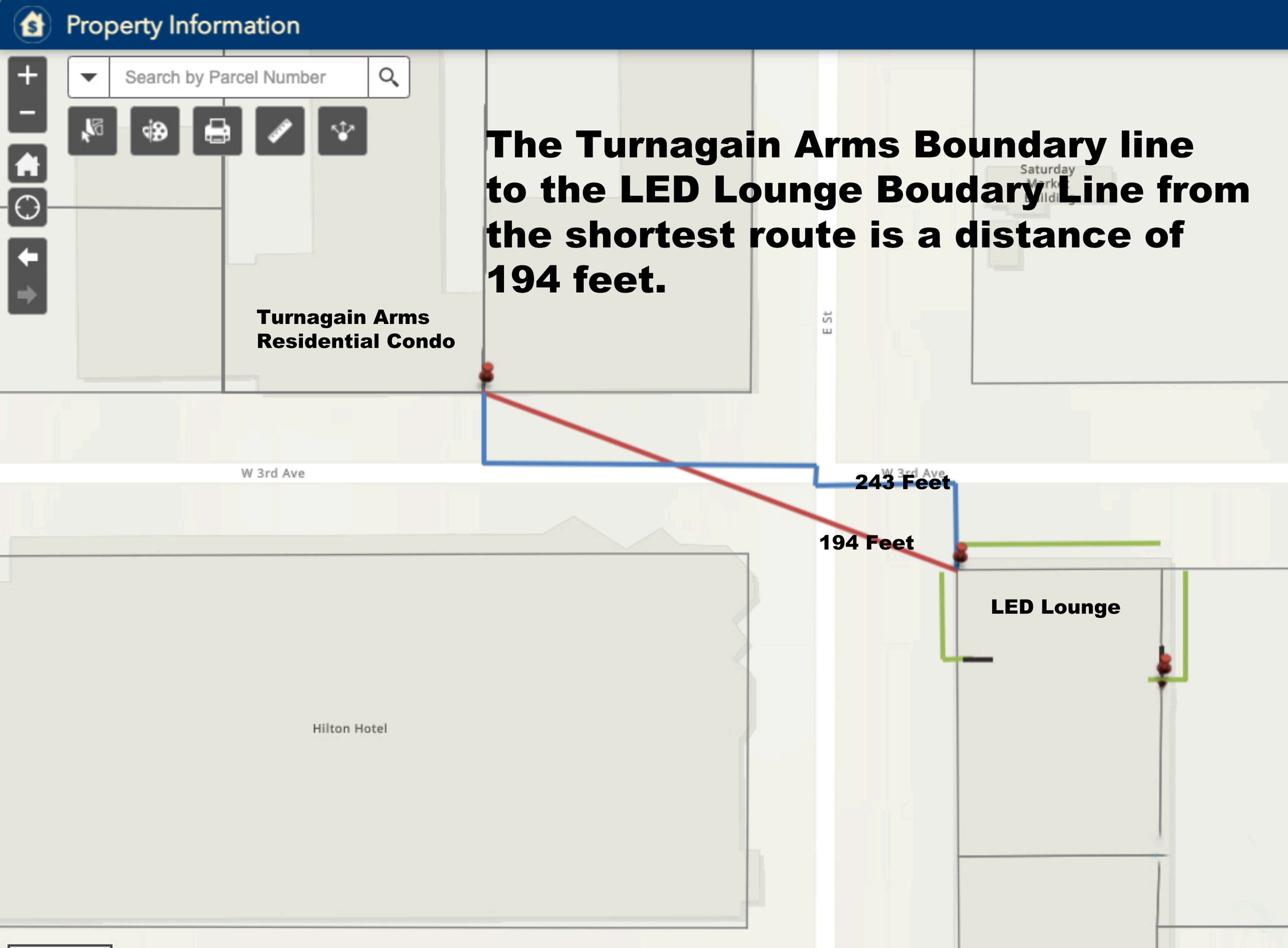

Property Information
Search by Parcel Number
The Turnagain Arms Boundary line to the LED Lounge Boudary Line from the shortest route is a distance of 194 feet.
Turnagain Arms Residential Condo
E St
W 3rd Ave
W 3rd Ave
243 Feet
194 Feet
LED Lounge
Hilton Hotel

Exhibit R - Letter on Anchorage School District (ASD) letterhead verifying the address of the ASD Step Up Secondary Education School.

Anchorage School District

Step Up

411 West 4th Avenue • Anchorage, AK 99501 • 907-742-2340 • bland_wiley@asdk12.org

To whom it may concern,

As part of the Anchorage School District Attendance Initiative and Destination 2020 our school, Step Up, measures and encourages daily attendance. Our slogan is "show up, be nice, work hard" and we preach it daily. Our students come from schools where their absenteeism is high and academic success is low. However, with our phone calls home, daily entries in the attendance log, and encouragement our students have a 90% or better attendance rate. Moreover, they are having success academically. With that in mind we plan on using this grant to help with expenses for our students. For example, the grant will help with travel expenses and admission to the museum, performing arts center, and job corp. to name a few.

Thank you for your consideration.

Sincerely,

Wiley Bland
High School Teacher
Step Up School
411 West 4th Avenue
Anchorage, AK 99517
907-742-2340

Educating All Students for Success in Life

Anchorage School Board Tam Agosti-Gisler, President
Starr Marsett, Vice President
Kathleen Plunkett, Clerk
Elisa Snelling, Treasurer
Bettye Davis
Dave Donley
Andy Holleman

Superintendent Dr. Deena Bishop

Exhibit S - Distance as tracked from Anchorage Municipal website from Anchorage School District School boundary to LED Lounge.

Property Information

Search by Parcel Number

The ASD Step Up School Boundary line to the LED Lounge Main Entrance from the shortest pedestrian route is a distance of 130 Feet.

W 3rd Ave

W 3rd Ave

74'6"

13'4"

Alternate Exit

33'2"

Main Entrance

Proposed LED Lounge

84 Feet

130 Feet

169 Feet

ASD School Step Up

Sunshine Plaza

E St

40ft

-149.889 61.219 Degrees

Matanuska-Susitna Borough GIS, Municipality of Anchorage, State of Alaska, © OpenStree…

POWERED BY esri

Exhibit T - Letter from Anchorage School District in opposition on the LED transfer to 420 W 3rd Ave. due to the violation of AS 04.11.410.

A RESOLUTION TO OPPOSE THE TRANSFER OF LICENSE OF LED LOUNGE TO THE PROPOSED LOCATION ON 3RD AND E STREET (Substitute Version) March 4, 2022

Anchorage School District

Education Center
5530 E. Northern Lights Blvd. • Anchorage, AK 99504 • 907-742-4000 • www.asdk12.org

February 25, 2022

Alaska Alcoholic Beverage Control Board
550 West Seventh Avenue, Suite 1600
Anchorage, Alaska 99501

To Whom It May Concern,

The Anchorage School District opposes a request to transfer the liquor license of LED Ultra Lounge to a location on or in the immediate vicinity of Third Avenue and E Street in Anchorage due to its proximity to the District's Step Up academic program for disadvantaged students. Step Up operates within the Sunshine Mall located at 411 West Fourth Avenue. The District respectfully requests the Alaska Alcoholic Beverage Control Board disapprove the license transfer request.

The District believes the proposed, new location for the LED Ultra Lounge is within 200 feet of the Step Up program as defined in Alaska Statute 04.11.410 and is in violation of the statute. As is stated in the statute:

> "A beverage dispensary or package store license may not be issued and the location of an existing license may not be transferred if the licensed premises would be located in a building the public entrance of which is within 200 feet of a school ground or a church building in which religious services are regularly conducted, measured by the shortest pedestrian route from the outer boundaries of the school ground or the public entrance of the church building…"

Thank you for your consideration of this request.

Respectfully,

Thomas J. Roth
Chief Operating Officer
Anchorage School District

Anchorage School Board Margo Bellamy, President
Andy Holleman, Vice President
Carl Jacobs, Clerk
Kelly Lessens, Treasurer
Dave Donley
Pat Higgins
Dora Wilson

Superintendent Dr. Deena Bishop