



**Alcoholic Beverage Control Board  
Meeting Agenda**

**November 19, 2015**

**Anchorage Legislative Information Office  
716 W 4<sup>th</sup> Avenue  
Anchorage, Alaska 99501**

● **DIRECTOR BRIEFING**

A. Director's Report **11:00 AM** **TAB 1**

● **ADMINISTRATION**

**11:05 AM**

A. Approve Minutes of the September 15, 2015 Board Meeting **TAB 2**

● **PUBLIC TESTIMONY**

A. Period of time for public testimony on issues not on this agenda. Please phone 1-800-315-6338 code 69173#. **11:10 AM**

● **EXECUTIVE SESSION**

A. **5271 Wild Alaskan:** Alaskan Leader Tours, LLC **11:30 AM** **TAB 3**

Alaskan Waters

**License: Common Carrier**

● **BOARD CONSIDERATION**

A. Recommend Investigator James Hoelscher to Carry Firearm **12:00 PM** **TAB 4**

C. **5418 AC Quickstop:** The North West Company (International), Inc. **12:10 PM** **TAB 5**

131 Akakeek Street; Bethel

**License: Package Store**

**New License Application**

- D. 4180 Great White North:** G.W.N. Investments, LLC **12:40 PM** **TAB 6**  
 No Premises; Anchorage  
**License: Beverage Dispensary**  
 From: Wicked Wrister Enterprises, LLC DBA The Crossbar;  
 2830 C Street
- Involuntary Retransfer of Location, Ownership, and DBA Change**
- E. 4970 Kay’s Family Restaurant:** World of Gen-X, Inc. **1:00 PM** **TAB 7**  
 3002 Spenard Road #101; Anchorage  
**License: Restaurant / Eating Place**
- Transfer of Ownership Within One Year**
- F. 727 Lavelle’s Bistro:** Café de Paris Catering Company **1:10 PM** **TAB 8**  
 575 First Avenue; Fairbanks  
**License: Beverage Dispensary**  
 From: Franklin Eagle & Kathleen Lavelle, No DBA  
 No Premises; Fairbanks North Star Borough
- Transfer of Location of License Under AS 04.11.400(k),  
 3 AAC 304.196, and 3 AAC 304.197**
- F. 1563 Northshore Ale House:** MSR, Inc. **1:15 PM** **TAB 9**  
 1850 Bogard Road; Mat-Su Borough  
**License: Beverage Dispensary – Tourism**
- Update of License Status**
- G. 2851 Pagoda Chinese Restaurant:** First Security Investment, Inc. **1:20 PM** **TAB 10**  
 431 Santa Claus Lane; North Pole  
**License: Beverage Dispensary**  
 From: Tiffany Park West, Inc. DBA Shenanigan’s  
 2406 South Cushman Street; Fairbanks
- Transfer of Location of License Under AS 04.11.400(k),  
 3 AAC 304.196, and 3 AAC 304.197**
- H. 4350 Three Amigo’s Mexican Restaurant:** **1:25 PM** **TAB 11**  
 Victor Hurtado & Jose Diaz  
 360 Boniface Parkway A 30-31; Anchorage  
**License: Beverage Dispensary**
- Reinstatement & Renewal and First Waiver Requests**

● **ACTION ON LICENSEE CONVICTION/VIOLATION**

A. Prior Licensee Sanctions **TAB 12**

B. **2106 Golden International:** Kingdom Corporation **1:35 PM** **TAB 13**  
41776 Sterling Highway; Kenai Peninsula Borough  
**License: Beverage Dispensary**

**Violation: Responsibility of Licensee, Agent, Employee**

● **EXTENSION REQUESTS** **1:45 PM** **TAB 14**

A. **679 McGuire's Tavern:** McGuire's Tavern & Liquor, Inc.  
Main Street; McGrath  
**License: Beverage Dispensary**

**Extension Request for License Transfer**

B. **680 McGuire's Tavern:** McGuire's Tavern & Liquor, Inc.  
Main Street; McGrath  
**License: Package Store**

**Extension Request for License Transfer**

● **PROTESTS**

**5367 AK Alchemist:** AK Alchemist, LLC **1:55 PM** **TAB 15**  
103 E 4<sup>th</sup> Avenue; Anchorage  
**License: Restaurant / Eating Place**

**New license application.** All statutory requirements have been met.

Background investigations: Complete

**Municipality of Anchorage protests due to denied Administrative Site Plan Review, protest from the Fire Department, and pending Building Safety approval.**

**493 Niniichik Trading:** Echo Lake Superior Meat & Processing, LLC **2:00 PM** **TAB 16**  
15945 Sterling Highway; Kenai Peninsula Borough  
**License: Package Store**

From: Grizzly Ridge, LLC DBA Grizzly Ridge; 18280 Sterling Highway

**Transfer of location, ownership, and DBA change.** All statutory requirements have been met.

Approvals: State Fire Marshal, Department of Revenue

Pending: Department of Labor

Background investigations: Complete

**Kenai Peninsula Borough protests due to violation of local ordinance.**

**4170 Tapas:** Tapas, Inc. 1:05 PM TAB 17  
603 Lacey Street; Fairbanks  
**License: Beverage Dispensary**  
From: Café de Paris Catering Company DBA Lavelle’s Bistro; 575 1<sup>st</sup> Avenue

**Transfer of location, ownership, and DBA change.** All statutory requirements have been met.  
Approvals: Department of Labor, Department of Revenue  
Background investigations: Complete  
**City of Fairbanks protests pending issuance of Certificate of Occupancy.**  
**Department of Environmental Conservation objects pending submittal of application for plan review.**

● **OBJECTIONS** TAB 18

**5426 Skagway Spirits:** Skagway Spirits, LLC  
9<sup>th</sup> and Alaska Street; Skagway  
**License: Distillery**

**New license application.** All statutory requirements have been met.  
Local governing body action: Municipality & Borough of Skagway does not protest  
Pending: Department of Environmental Conservation  
Background investigations: Pending  
**State Fire Marshal objects pending plan review.**

● **BEVERAGE DISPENSARY – TOURISM LICENSES** TAB 19

**4778 Finish Line Restaurant and Lounge:** Dale Road Hotel Operations, Inc.  
4920 Dale Road; Fairbanks North Star Borough  
**License: Beverage Dispensary – Tourism**  
From: Alpine Lodge Hotel Operations, LLC DBA The Finish Line

**Transfer of ownership and DBA change.** All statutory requirements have been met.  
Local governing body action: Pending Fairbanks North Star Borough  
Approvals: Department of Revenue  
Pending: Department of Labor  
Background investigations: Pending

**1096 Sunrise Inn:** Sunrise Holdings, LLC  
21849 (Mile 45) Sterling Highway; Kenai Peninsula Borough  
**License: Beverage Dispensary – Tourism**  
From: Quartz Creek Enterprises, Inc.

**Transfer of ownership.** All statutory requirements have been met.  
Local governing body action: Pending Kenai Peninsula Borough  
Approvals: Department of Labor, Department of Revenue  
Background investigations: Pending

● **CONSENT AGENDA**

**TAB 20**

- 5424 Alaska Excursions' Adventure Cafe:** Alaska Excursions, Inc.  
10 Mile Dyea Road; Skagway  
**License: Destination Resort**

**New license application.** All statutory requirements have been met.  
Local governing body action: Municipality & Borough of Skagway does not protest  
Approvals: State Fire Marshal, Department of Environmental Conservation  
Background investigations: Complete

- 5422 Canton Asian Bistro:** Canton Asian Bistro, LLC  
8585 Old Dairy Road, Ste 105; Juneau  
**License: Restaurant / Eating Place**

**New license application.** All statutory requirements have been met.  
Local governing body action: City & Borough of Juneau does not protest  
Approvals: Department of Environmental Conservation  
Background investigations: Complete  
Temporary has been issued.

- 4292 Clearwater Lodge:** Clearwater Ventures, Inc.  
7028 Remington Road (Delta Junction); Outside/Unorganized  
**License: Beverage Dispensary**  
From: Kevin Ewing (50%) and Patsy C Ewing (50%)  
To: Kevin Ewing (100%)

**Transfer of controlling interest.** All statutory requirements have been met.  
Approvals: Department of Labor, Department of Revenue  
Background investigations: Complete

**END OF CONSENT AGENDA**

● **DELEGATED CONSENT AGENDA**

**TAB 21**

- 75 Alaska Fish House:** Slagle, LLC  
3 Salmon Landing; Ketchikan  
**License: Beverage Dispensary**  
From: Action Arctic, Inc. DBA Arctic Bar; No Premises

**Transfer of location, ownership, and DBA change.** All statutory requirements have been met.  
Local governing body action: City of Ketchikan does not protest  
Approvals: Department of Labor, Department of Revenue  
Pending: Department of Environmental Conservation  
Background investigations: Pending

**80 Alaska Fish House:** Slagle, LLC  
3 Salmon Landing; Ketchikan  
**License: Package Store**  
From: Action Arctic, Inc. DBA Arctic Bar; No Premises

**Transfer of location, ownership, and DBA change.** All statutory requirements have been met.  
Local governing body action: City of Ketchikan does not protest  
Approvals: Department of Labor, Department of Revenue  
Background investigations: Pending

**5302 Arctic Sushi:** Suncity Corporation  
401 I Street; Anchorage  
**License: Restaurant / Eating Place**  
From: Hwabok, LLC

**Transfer of ownership.** All statutory requirements have been met.  
Local governing body action: Pending Municipality of Anchorage  
Approvals: Department of Labor, Department of Revenue  
Background investigations: Complete

**268 Bayview Pub:** Bayview Pub, LLC  
407 Lincoln Street; Sitka  
**License: Beverage Dispensary**  
From: The Bayview Restaurant, LLC DBA Bayview Restaurant

**Transfer of ownership and DBA change.** All statutory requirements have been met.  
Local governing body action: Pending City & Borough of Sitka  
Approvals: Department of Labor, Department of Revenue  
Background investigations: Pending

**1244 Brown Bag Sandwich Company:** Brown Bag Sandwich Co., LLC  
535 W 3<sup>rd</sup> Avenue; Anchorage  
**License: Beverage Dispensary**  
From: Woodshed, LLC DBA Woodshed

**Transfer of ownership and DBA change.** All statutory requirements have been met.  
Local governing body action: Pending Municipality of Anchorage  
Approvals: Department of Labor, Department of Revenue  
Background investigations: Complete

**615 Dive Bar:** Hellroaring Partners, LLC  
1027 E 5<sup>th</sup> Avenue; Anchorage  
**License: Beverage Dispensary**  
From: Jac, LLC DBA Kings X Lounge

**Transfer of ownership and DBA change.** All statutory requirements have been met.  
Local governing body action: Pending Municipality of Anchorage  
Approvals: Department of Revenue  
Pending: Department of Labor  
Background investigations: Complete

**816 El Sombrero Mexican & American Food:** El Sombrero, Inc.  
157 S Franklin Street; Juneau  
**License: Restaurant / Eating Place**  
From: Elizabeth Lehrbach (25%), Fritz Moser (25%), and H.T. Lehrbach (25%)  
To: Fritz Moser (30%) and Ryan Ferguson (45%)

**Transfer of controlling interest.** All statutory requirements have been met.  
Local governing body action: Pending City & Borough of Juneau  
Approvals: Department of Labor, Department of Revenue  
Background investigations: Complete

**225 Koots:** Happy Camp, LLC  
2435 Spenard Road; Anchorage  
**License: Beverage Dispensary**  
From: Jadon, Inc. DBA Chilkoot Charlies

**Transfer of ownership and DBA change.** All statutory requirements have been met.  
Local governing body action: Pending Municipality of Anchorage  
Approvals: Department of Labor, Department of Revenue  
Background investigations: Pending

**2107 Koots (North Star):** Happy Camp, LLC  
2435 Spenard Road; Anchorage  
**License: Beverage Dispensary – Duplicate**  
From: Jadon, Inc. DBA Chilkoot Charlies

**Transfer of ownership and DBA change.** All statutory requirements have been met.  
Local governing body action: Pending Municipality of Anchorage  
Approvals: Department of Labor, Department of Revenue  
Background investigations: Pending

**3003 Koots (Patio Bar):** Happy Camp, LLC  
2435 Spenard Road; Anchorage  
**License: Beverage Dispensary – Duplicate**  
From: Jadon, Inc. DBA Chilkoot Charlies

**Transfer of ownership and DBA change.** All statutory requirements have been met.  
Local governing body action: Pending Municipality of Anchorage  
Approvals: Department of Labor, Department of Revenue  
Background investigations: Pending

**3817 Koots (Swing Bar):** Happy Camp, LLC  
2435 Spenard Road; Anchorage  
**License: Beverage Dispensary – Duplicate**  
From: Jadon, Inc. DBA Chilkoot Charlies / Swing Bar

**Transfer of ownership and DBA change.** All statutory requirements have been met.  
Local governing body action: Pending Municipality of Anchorage  
Approvals: Department of Labor, Department of Revenue  
Background investigations: Pending

**4024 Koots (The Bird House):** Happy Camp, LLC  
2435 Spenard Road; Anchorage  
**License: Beverage Dispensary – Duplicate**  
From: Jadon, Inc. DBA Chilkoot Charlies / Bird House

**Transfer of ownership and DBA change.** All statutory requirements have been met.  
Local governing body action: Pending Municipality of Anchorage  
Approvals: Department of Labor, Department of Revenue  
Background investigations: Pending

**1724 Koots (Upstairs):** Happy Camp, LLC  
2435 Spenard Road; Anchorage  
**License: Beverage Dispensary – Duplicate**  
From: Jadon, Inc. DBA Chilkoot Charlies

**Transfer of ownership and DBA change.** All statutory requirements have been met.  
Local governing body action: Pending Municipality of Anchorage  
Approvals: Department of Labor, Department of Revenue  
Background investigations: Pending

**2786 Mean Queen:** Mean Queen, LLC  
205 Harbor Drive; Sitka  
**License: Beverage Dispensary**  
From: Kirk Van Winkle DBA Van Winkle and Sons

**Transfer of ownership and DBA change.** All statutory requirements have been met.  
Local governing body action: Pending City & Borough of Sitka  
Approvals: Department of Labor, Department of Revenue  
Background investigations: Complete

**968 Riverview Quick Stop:** Riverview Retail, LLC  
1316 Badger Road; Fairbanks North Star Borough  
**License: Package Store**  
From: Gene Lunney (100%)  
To: Gene Lunney (50%) and Nicholas Kelsch (50%)

**Transfer of controlling interest.** All statutory requirements have been met.  
Local governing body action: Fairbanks North Star Borough does not protest  
Approvals: Department of Revenue  
Pending: Department of Labor  
Background investigations: Complete

**5425 Sack's Café:** Top Hand Industries, LLC  
328 G Street; Anchorage  
**License: Restaurant / Eating Place**

**New license application.** All statutory requirements have been met.  
Local governing body action: Pending Municipality of Anchorage  
Background investigations: Complete

**3487 Silver Gulch Brewing and Bottling Co.:** Silver Gulch Brewing and Bottling, Inc.  
2195 Old Steese Highway North; Fairbanks North Star Borough  
**License: Package Store**  
From: Thompson Ventures, LLC DBA Salchaket Roadhouse; 9162 Richardson Highway

**Transfer of location, ownership, and DBA change.** All statutory requirements have been met.  
Local governing body action: Pending Fairbanks North Star Borough  
Approvals: Department of Revenue  
Pending: State Fire Marshal, Department of Labor  
Background investigations: Complete

**4573 Sizzlin' Café:** Break of Day, Inc.  
346 E 5<sup>th</sup> Avenue; Anchorage  
**License: Restaurant / Eating Place**  
From: Grizzly Group, Inc.

**Transfer of ownership.** All statutory requirements have been met.  
Local governing body action: Pending Municipality of Anchorage  
Approvals: Department of Labor, Department of Revenue  
Background investigations: Pending

**1334 Spurs Bar and Grill:** Spurs Bar and Grill, LLC  
8000 E Palmer-Wasilla Highway; Mat-Su Borough  
**License: Beverage Dispensary**  
From: Four Corners Lounge, LLC DBA Four Corners Lounge

**Transfer of ownership and DBA change.** All statutory requirements have been met.  
Local governing body action: Pending Matanuska-Susitna Borough  
Approvals: Department of Revenue  
Pending: Department of Labor  
Background investigations: Pending

**1097 Sunrise Inn:** Sunrise Holdings, LLC  
21849 (Mile 45) Sterling Highway; Kenai Peninsula Borough  
**License: Package Store**  
From: Quartz Creek Enterprises, Inc.

**Transfer of ownership.** All statutory requirements have been met.  
Local governing body action: Pending Kenai Peninsula Borough  
Approvals: Department of Labor, Department of Revenue  
Background investigations: Pending

**3607 TennFlo:** TennFlo, LLC  
No Premises; Anchorage  
**License: Beverage Dispensary**  
From: The Brews Brothers, LLC DBA Brews Brothers

**Transfer of ownership and DBA change.** All statutory requirements have been met.  
Local governing body action: Pending Municipality of Anchorage  
Approvals: Department of Labor, Department of Revenue  
Background investigations: Complete

**5423 The Frisky:** L&G Hospitality Group, LLC  
194 High Tower Road (Girdwood); Anchorage  
**License: Restaurant / Eating Place**

**New license application.** All statutory requirements have been met.  
Local governing body action: Pending Municipality of Anchorage  
Background investigations: Complete

**1388 Three Bears:** Three Bears Alaska, Inc.  
14468 W Hollywood Road (Big Lake); Mat-Su Borough  
**License: Package Store**  
From: Ruth Page DBA Fishhook Liquor Store; Mile 6.5 Fishhook Road

**Transfer of location, ownership, and DBA change.** All statutory requirements have been met.  
Local governing body action: Pending Matanuska-Susitna Borough  
Approvals: Department of Revenue  
Pending: State Fire Marshal, Department of Labor  
Background investigations: Complete

#### END OF DELEGATED CONSENT AGENDA

#### ● FIRST & SECOND WAIVERS

TAB 22

**4061 Aleutian Sports Bar & Grill:** MX3, LLC  
42446 Kagalaska Drive; Adak  
**License: Beverage Dispensary**  
**First Waiver**

**75 Arctic Bar:** Action Arctic, Inc.  
No Premises; Ketchikan  
**License: Beverage Dispensary**  
**First Waiver**

**80 Arctic Bar:** Action Arctic, Inc.  
No Premises; Ketchikan  
**License: Package Store**  
**First Waiver**

**3607 Brews Brothers:** The Brews Brothers, LLC  
No Premises; Anchorage  
**License: Beverage Dispensary**  
**First Waiver**

- 1198 Brown Jug:** Liquor Stores USA North, Inc.  
No Premises; Anchorage  
**License: Package Store**  
**Second Waiver**
- 1992 Brown Jug:** Liquor Stores USA North, Inc.  
No Premises; Anchorage  
**License: Package Store**  
**First Waiver**
- 2159 Club 210 East:** Club 210 East, Inc.  
No Premises; Anchorage  
**License: Beverage Dispensary**  
**First Waiver**
- 301 Del Rois Bar & Liquor:** Del Rois Bar, Inc.  
Mile 39.5 Old Palmer Highway; Mat-Su Borough  
**License: Beverage Dispensary**  
**Second Waiver**
- 302 Del Rois Bar & Liquor:** Del Rois Package Store, Inc.  
Mile 39.5 Old Palmer Highway; Mat-Su Borough  
**License: Package Store**  
**Second Waiver**
- 492 Grizzly Ridge:** Grizzly Ridge, LLC  
18280 Sterling Highway; Kenai Peninsula Borough  
**License: Beverage Dispensary**  
**First Waiver**
- 493 Grizzly Ridge:** Grizzly Ridge, LLC  
18280 Sterling Highway; Kenai Peninsula Borough  
**License: Package Store**  
**First Waiver**
- 534 Houston Lodge:** Burkesshore Marina Enterprises, LLC  
No Premises; Houston  
**License: Package Store**  
**Second Waiver**
- 4738 Knik Kountry Liquor:** Knik Kountry Liquor, Inc.  
No Premises; Mat-Su Borough  
**License: Beverage Dispensary**  
**Second Waiver**

**4530 Regency Fairbanks Hotel:** Pacific Rim Associates I, Inc.  
1288 Sadler Way; Fairbanks  
**License: Beverage Dispensary**  
**Second Waiver**

**410 The Forks Reborn:** The Forks Reborn, LLC  
No Premises; Mat-Su Borough  
**License: Beverage Dispensary**  
**Second Waiver**

**1176 Tundra Lodge & R/V Park:** Barbara A Abbott  
Milepost 1315 Alaska Highway; Outside/Unorganized  
**License: Beverage Dispensary**  
**First Waiver**

● **PENDING APPLICATION**

**2:10 PM**

**TAB 23**

**A. 5385 Bethel Spirits:** Bethel Spirits, LLC  
905 Chief Eddie Hoffman Highway, Ste B; Bethel  
**License: Package Store**

**New License Application**

● **NEXT ABC BOARD MEETING**



## MEMORANDUM

TO: Robert Klein, Chair  
and Members of the ABC Board

DATE: November 6, 2015

FROM: Cynthia Franklin, Director

RE: Director's Report

### Licensing Section

We have had a busy fall in the licensing section. Our new business registration examiners, Christina Thibodeaux and Shiloh Senquiz are trained, thanks to the hard work of Jane Sawyer and Maxine Andrews, who stepped in with hands-on training while licensing supervisor Sarah Oates worked on the marijuana regulations project. The examiners are currently processing renewals for more than 900 liquor licenses.

Sarah Oates also completed her other major project, delivering baby Sage Daulton Canfield at a healthy 7 pounds, 4 ounces on October 22, 2015! Congratulations to Sarah and her family. We appreciate Sarah's dedication and hard work for the agency as she continued to work to prepare for this board meeting with baby Sage by her side.

### Enforcement Section

The enforcement team has undergone major changes since July. Bob Beasley, long-time enforcement supervisor, worked his last day with us October 30, 2015. Investigator James Hoelscher has been appointed acting supervisor while we recruit for a new Enforcement Supervisor. Investigator Hoelscher has many years of supervisory experience and his willingness to step up is appreciated. Investigator Jeff Rukes completed his field training. The entire enforcement team is working with the director to update enforcement policies to include marijuana enforcement and meet enforcement goals for both programs. The entire enforcement team met in Anchorage on October 20, 2015 and will meet again in December to finish the policy work.

### Administration Section

Administrative Officer John Calder and Joe Samaniego have been busy with administrative tasks including budget planning, travel, and the marijuana regulations project. Tan Mikell has been assisting with procurement under the new IRIS system, which continues to challenge our skills and patience.



### **Additional Activities**

On September 22, 2015, I attended CHARR's annual meeting in Fairbanks and served as the keynote speaker. I was able to visit with several licensees at the conference and was encouraged by the positive response to the direction of the agency since my appointment.

On September 27-28, I travelled to Seattle to the Western regional meeting of the National Conference of State Liquor Administrators (NCSLA). The conference was excellent and I was able to participate in the state roll call on Monday morning, updating our sister states as to pressing issues and concerns for alcohol regulation in Alaska. I attended sessions on the history of alcohol regulation, technology and trends in liquor marketing and innovation, and millennial's influence on liquor licenses, as well as a regulator's work session.

The week of October 5, I travelled to Southeast to speak in Haines and Skagway on marijuana regulations. Investigator Steve Johnson, our Southeast investigator, made the trip with me so that we could visit liquor licensed establishments in those communities. Steve and I visited each liquor licensed establishment in Haines and Skagway (that were open), said hello and delivered a Title 4 book.

Marijuana regulations are proceeding on schedule. There were additional meetings of the Marijuana Control Board on September 16, 23, 24, October 15 and 16. The next regular meeting of the MCB will be November 20, 2015, going into November 23, 2015 if necessary. The MCB is expected to adopt regulations before November 24, 2015, meeting the statutory deadline for adoption in AS 17.38 (aka Ballot Measure 2).



**Alcoholic Beverage Control Board  
Meeting Minutes  
September 15, 2015  
Kotzebue, Alaska**

\*Meeting minutes are 21 minutes fast

**Board Members Present:**

Bob Klein, Chair  
Ellen Ganley, Vice Chair  
Marvin Yoder, Member  
Bobby Evans, Member  
Tom Manning, Member

**Staff Members Present:**

Cynthia Franklin, Director  
Sarah Oates, Records & Licensing Supervisor

**ABC Board Counsel Present:**

Harriet Milks, Assistant Attorney General

**Call to Order**

[9:35:44 AM](#)

● **DIRECTOR BRIEFING**

A. Director's Report

[9:37:01 AM](#)

[TAB 1](#)

● **ADMINISTRATION**

[9:52:07 AM](#)

A. Approve Minutes of the July 1, 2015 Board Meeting

[TAB 2](#)

Ellen Ganley **motions to approve the July 1, 2015 meeting minutes**

Tom Manning **seconds the motion**

**Motion carries unanimously**

● **PUBLIC TESTIMONY**

- A. Period of time for public testimony on issues not on this agenda. Please phone 1-800-315-6338 code 69173#. [9:52:54 AM](#)

**Testimony received from:**

Leif Albertson, Vice Mayor of Bethel **regarding City of Bethel protest on Bethel Spirits**

● **BOARD CONSIDERATION**

- A. Recommend Investigator James Hoelscher to Carry Firearm [10:22:38 AM](#) **TAB 3**

Patty Burley, Bethel City Attorney, **testifies**  
**Tabled until November 19, 2015 board meeting**

- B. Recommend Investigator Jeffrey Rukes to Carry Firearm [10:19:49 AM](#) **TAB 4**

Bobby Evans **motions to approve arming of Investigator Rukes**  
Marvin Yoder **seconds the motion**  
**Motion carries unanimously**

- C. **4890 Captain's Choice Motel:** Captain's Choice, Inc. [10:26:45 AM](#) **TAB 5**  
108 2<sup>nd</sup> Avenue North; Haines  
**License: Beverage Dispensary – Tourism**

**Transfer of Ownership Not Completed by Deadline**

Ellen Ganley **motions to expire and forfeit the license**  
Marvin Yoder **seconds the motion**  
Laurence Beck, Personal Representative of the Estate, **testifies**  
Ellen Ganley **adjusts motion to expire and forfeit the license with delegation**  
**to the Director with instructions that personal representative has 3 to file transfer paperwork**  
Marvin Yoder **seconds the motion**  
**Motion carries unanimously**

- D. **4737 City of Nulato Package Store:** City of Nulato  
163 Nik'aghun Street; Nulato  
**License: Package Store**

[10:41:58 AM](#) [TAB 6](#)

**Operating Hours**

Bobby Evans **motions to reverse 2012 Board decision to decrease the minimum number of operating hours for a community-owned license.**

Tom Manning **seconds the motion**

**Motion carries unanimously**

- E. **5402 Dimitri's Restaurant:** Maro Kargas  
281 Fourth Avenue; Bethel  
**License: Restaurant / Eating Place**

[11:09:52 AM](#) [TAB 7](#)

**New license application.** All statutory requirements have been met.

Approvals: State Fire Marshal

Pending: Department of Environmental Conservation

Background investigations: Complete

**City of Bethel protests due to local ordinances and public health and public safety concerns.**

**Testimony received from:**

Zach Fansler, Bethel City Council Member

Richard Robb, Mayor of Bethel

Leif Albertson, Vice Mayor of Bethel

Chuck Herman, Bethel City Council Member

Dave Transom, Bethel resident and supporter of license application

Patty Burley, Bethel City Attorney

Ellen Ganley **motions to uphold the protest**

Marvin Yoder **seconds the motion**

**Motion carries unanimously**

- F. **1563 Northshore Ale House:** MSR, Inc.  
1850 Bogard Road; Mat-Su Borough  
**License: Beverage Dispensary – Tourism**

[12:07:01 PM](#) [TAB 8](#)

**Reconsideration of License Renewal**

Marvin Yoder **motions to table discussion until the November 19, 2015 meeting**

Ellen Ganley **seconds the motion**

**Motion carries unanimously**

- G. 2851 Pagoda Chinese Restaurant:** First Security Investment, Inc. [12:10:35 PM](#) TAB 9  
431 Santa Claus Lane; North Pole  
**License: Beverage Dispensary**  
From: Tiffany Park West, Inc. DBA Shenanigan's  
2406 South Cushman Street; Fairbanks

**City of Fairbanks Request for Extension of Time to Respond to Transfer Request per AS 04.11.400(k) and 3 AAC 304.197**

Danyielle Snider, Fairbanks City Clerk, **testifies**  
Ellen Ganley **motions to grant the 120-day extension to the City of Fairbanks**  
Marvin Yoder **seconds the motion**  
**Motion carries unanimously**

● **ACCUSATIONS**

- A. 4444 Landsharks:** Anderson Bay, Inc. [12:23:51 PM](#) TAB 10  
121 Egan Drive; Valdez  
**License: Beverage Dispensary**

**No Response to NOV; Stock Transfer Required**

Bobby Evans **motions to suspend the license immediately until a complete transfer application has been received by the Board**  
Marvin Yoder **seconds the motion**  
**Motion carries unanimously**

- B. 4006 McKinley Creekside Cabins:** Slinkard & Smith Co., LLC [12:30:19 PM](#) TAB 11  
Mile 224 Parks Highway; Denali Borough  
**License: Restaurant / Eating Place – Public Convenience**

**Ejected Investigator from Licensed Premises Mid-Inspection**

Ellen Ganley **motions to suspend license for remainder of season (until October 1, 2015)**  
Bobby Evans **seconds the motion**  
**Motion carries unanimously**

- C. **874 Pipeline Club:** Valdez Motel Corporation [12:54:04 PM](#) TAB 12  
112 Egan Drive; Valdez  
**License: Beverage Dispensary – Tourism**

**No Response to NOV; Stock Transfer Required**

Ellen Ganley **motions to suspend the license until complete stock transfer application is received by the Board**  
Marvin Yoder **seconds the motion**  
**Motion carries unanimously**

- D. **968 Riverview Quick Stop:** Riverview Retail, LLC [1:03:17 PM](#) TAB 13  
1316 Badger Road; Fairbanks North Star Borough  
**License: Package Store**

**No Response to NOV; Stock Transfer Required**

Bob Klein **removes item from the agenda, as complete application was received on September 14, 2015**

- E. **5247 Tequila Kitchen Express:** Tequila Kitchen Express, LLC [12:58:46 PM](#) TAB 14  
2514 E Tudor Road; Anchorage  
**License: Restaurant / Eating Place**

**No Response to NOV**

Ellen Ganley **motions to immediately suspend license for 30 days**  
Marvin Yoder **seconds the motion**  
**Motion carries unanimously**

● **EXTENSION REQUESTS**

- A. **4292 Clearwater Lodge:** Clearwater Ventures, Inc. [1:03:57 PM](#) TAB 15  
8 Mile (7028) Remington Road; Outside/Unorganized  
**License: Beverage Dispensary**

**Extension Request for License Transfer**

Bobby Evans **motions to grant the extension**  
Marvin Yoder **seconds the motion**  
**Motion carries unanimously**

● **PROTESTS**

- 5367 AK Alchemist:** AK Alchemist, LLC [1:04:54 PM](#) TAB 16  
103 E 4<sup>th</sup> Avenue; Anchorage  
**License: Restaurant / Eating Place**

**New license application.** All statutory requirements have been met.

Background investigations: Complete

**Municipality of Anchorage protests due to denied Administrative Site Plan Review, protest from the Fire Department, and pending Building Safety approval.**

Marvin Yoder **motions to table discussion until November 19, 2015 meeting**

Bobby Evans **seconds the motion**

**Motion carries unanimously**

- 5384 Club H.A.L.O.:** Fantasies on 5<sup>th</sup>, LLC [1:06:30 PM](#) TAB 17  
1911 E 5<sup>th</sup> Avenue; Anchorage  
**License: Beverage Dispensary – Duplicate**

**New license application.** All statutory requirements have been met.

Background investigations: Complete

**Municipality of Anchorage protests pending a Conditional Use Permit by Planning Department.**

Marvin Yoder **motions to uphold the protest and deny the application**

Tom Manning **seconds the motion**

**Motion carries unanimously**

- 5408 Hearth Artisan Pizza:** Pie by Fire, LLC [1:08:12 PM](#) TAB 18  
1200 W Northern Lights Blvd, Ste F; Anchorage  
**License: Restaurant / Eating Place**

**New license application.** All statutory requirements have been met.

Background investigations: Complete

**Municipality of Anchorage protests pending Administrative Site Plan Review by the Planning Department.**

Ellen Ganley **motions to uphold protest and delegate authority to the Director to issue the license if protest is lifted by the MOA**

Marvin Yoder **seconds the motion**

Jonathan Campabello, licensee, **testifies**

**Motion carries unanimously**

● **OBJECTIONS**

**TAB 19**

**2951 AMVETS Post #4: AMVETS Post #4** [1:10:59 PM](#)

42126 Kalifornsky Beach Road; Kenai Peninsula Borough

**License: Club**

From: 43335 Kalifornsky Beach Road, Ste 30

**Transfer of location.** All statutory requirements have been met.

Local governing body action: Pending Kenai Peninsula Borough

Approvals: State Fire Marshal

Background investigations: Complete

**Department of Environmental Conservation objects pending receipt of building plans**

Ellen Ganley **motions to approve the license with delegation**

Marvin Yoder **seconds the motion**

**Motion carries unanimously**

**1920 Gambardella's Pasta Bella: Gambardella's II, Inc.** [1:11:40 PM](#)

706 2<sup>nd</sup> Avenue; Fairbanks

**License: Beverage Dispensary**

From: The Lighthouse, Inc. DBA Reflections; 2406 S Cushman Street

**Transfer of location, ownership, and DBA change.** All statutory requirements have been met.

Local governing body action: Pending City of Fairbanks

Approvals: Department of Revenue

Background investigations: Complete

**Department of Labor objects**

Ellen Ganley **motions to approve the license with delegation**

Marvin Yoder **seconds the motion**

**Motion carries unanimously**

**5050 Pho Lena East: Pho Lena East, LLC** [1:12:26 PM](#)

360 Boniface Parkway A22-A23 (#B11); Anchorage

**License: Restaurant / Eating Place**

From: Biphonh Morisath-Luce

**Transfer of ownership.** All statutory requirements have been met.

Local governing body action: Pending Municipality of Anchorage

Approvals: Department of Revenue

Background investigations: Complete

**Department of Labor objects**

Marvin Yoder **motions to approve the license with delegation**

Tom Manning **seconds the motion**

**Motion carries unanimously**

● **BEVERAGE DISPENSARY – TOURISM LICENSES**

**TAB 20**

- 5397 Sushi on the Fly:** JSJ Group, LLC  
5000 W International Airport Road, C2781; Anchorage  
**License: Beverage Dispensary – Tourism**

[1:13:06 PM](#)

**New license application.** All statutory requirements have been met.  
Local governing body action: Municipality of Anchorage does not protest  
Background investigations: Complete

Ellen Ganley **motions to approve the license**  
Marvin Yoder **seconds the motion**  
**Motion carries unanimously**

● **CONSENT AGENDA**

[10:04:03 AM](#) **TAB 21**

Ellen Ganley **motions to approve all licenses**  
Marvin Yoder **seconds the motion**  
**Motion carries unanimously**

- 5411 Akutan Roadhouse:** Akutan Roadhouse, Inc.  
West Marine Drive; Akutan  
**License: Beverage Dispensary**

**New license application.** All statutory requirements have been met.  
Local governing body action: City of Akutan does not protest  
Approvals: State Fire Marshal, Department of Environmental Conservation  
Background investigations: Complete  
Temporary has been issued.

- 5415 Canton Asian Bistro:** Canton Asian Bistro, LLC  
8585 Old Dairy Road, Ste 105; Juneau  
**License: Restaurant / Eating Place – Public Convenience**

**New license application.** All statutory requirements have been met.  
Local governing body action: City & Borough of Juneau does not protest  
Approvals: Department of Environmental Conservation  
Background investigations: Complete  
Temporary has been issued.

**5416 Corvus Airlines N892EA:** Corvus Airlines, Inc.  
Alaskan Skies  
**License: Common Carrier**

**New license application.** All statutory requirements have been met.  
Background investigations: Complete  
Temporary has been issued.

**3811 Dutch Harbor Restaurant:** Loi My Ma  
11 North 2<sup>nd</sup> Street; Unalaska  
**License: Restaurant / Eating Place**  
From: Tuyet Soung Thi Nguyen DBA Dutch Harbor Fast Food 2

**Transfer of ownership and DBA change.** All statutory requirements have been met.  
Local governing body action: City of Unalaska does not protest  
Approvals: Department of Labor, Department of Revenue  
Background investigations: Complete

**964 Fogcutter Bar & Restaurant:** Fogcutter Bar & Restaurant, Inc.  
122 Main Street; Haines  
**License: Beverage Dispensary**  
From: Brian J Lemcke (80%) and Kelly Jessup (20%) to Kelly Jessup (100%)

**Transfer of controlling interest.** All statutory requirements have been met.  
Local governing body action: City & Borough of Haines does not protest  
Approvals: Department of Labor, Department of Revenue  
Background investigations: Complete

**5419 Gakona Brewing Company:** Gakona Brewing Company, LLC  
Mile 0.5 Tok Cutoff, Copper Bluffs Subdivision, Lot 11 (Gakona); Outside/Unorganized  
**License: Brewery**

**New license application.** All statutory requirements have been met.  
Approvals: State Fire Marshal, Department of Environmental Conservation  
Background investigations: Complete  
Temporary has been issued.

**5414 Juneau Elks Club No. 420:** BPO Elks Lodge #420  
9321 Glacier Highway; Juneau  
**License: Club**

**New license application.** All statutory requirements have been met.  
Local governing body action: City & Borough of Juneau does not protest  
Approvals: Department of Environmental Conservation  
Background investigations: Complete  
Temporary has been issued.

**4971 Larkspur Cafe:** GraCED, Inc.  
2A Lincoln Street, Ste 1A; Sitka  
**License: Restaurant / Eating Place**  
From: Larkspur Cafe, LLC

**Transfer of ownership.** All statutory requirements have been met.  
Local governing body action: City & Borough of Sitka does not protest  
Approvals: Department of Labor, Department of Revenue  
Background investigations: Complete

**5404 M/V Le Boreal:** Compagnie du Ponant, SAS  
Alaskan Waters  
**License: Common Carrier**

**New license application.** All statutory requirements have been met.  
Background investigations: Complete  
Temporary has been issued.

**5403 M/V Le Soleal:** Compagnie du Ponant, SAS  
Alaskan Waters  
**License: Common Carrier**

**New license application.** All statutory requirements have been met.  
Background investigations: Complete  
Temporary has been issued.

**5413 Rose 99 Sushi Bar:** Rose 99, LLC  
3826 Spenard Road; Anchorage  
**License: Restaurant / Eating Place**

**New license application.** All statutory requirements have been met.  
Local governing body action: Municipality of Anchorage does not protest  
Background investigations: Complete  
Temporary has been issued.

**4192 Seong's Sushi Bar:** Jeong Hee Kim  
740 W 9<sup>th</sup> Street; Juneau  
**License: Restaurant / Eating Place**  
From: Seong S. Kim DBA Seong's Sushi Bar & Chinese Takeout

**Transfer of ownership and DBA change.** All statutory requirements have been met.  
Local governing body action: City & Borough of Juneau does not protest  
Approvals: Department of Labor, Department of Revenue  
Background investigations: Complete

**489 Skinny Dick's Halfway Inn:** Moodar Corp.  
8910 Parks Highway (Mile 327.9 Parks Highway); Fairbanks North Star Borough  
**License: Beverage Dispensary**  
From: A. Brook Taylor (50%) and Lois Krize (50%) to A. Brook Taylor (100%)

**Transfer of controlling interest.** All statutory requirements have been met.  
Local governing body action: Fairbanks North Star Borough does not protest  
Approvals: Department of Labor, Department of Revenue  
Background investigations: Complete

**5417 The Restaurant at Porterhouse Grill:** The Restaurant at Porterhouse Grill, LLC  
35590 Sterling Highway (Sterling); Kenai Peninsula Borough  
**License: Restaurant / Eating Place**

**New license application.** All statutory requirements have been met.  
Local governing body action: Kenai Peninsula Borough does not protest  
Approvals: State Fire Marshal, Department of Environmental Conservation  
Background investigations: Complete  
Temporary has been issued.

**1176 Tundra Lodge & R/V Park:** Barbara A Abbott  
Milepost 1315 Alaska Highway (Tok); Outside/Unorganized  
**License: Beverage Dispensary**  
From: Donald E & Barbara A Abbott

**Transfer of ownership.** All statutory requirements have been met.  
Approvals: Department of Labor, Department of Revenue  
Background investigations: Complete

#### END OF CONSENT AGENDA

● **DELEGATED CONSENT AGENDA**

[1:14:21 PM](#)

TAB 22

Tom Manning **motions to approve all licenses with delegation**  
Marvin Yoder **seconds the motion**  
**Motion carries unanimously**

**62 Anchor Liquor Store:** Tiny Wings, Inc.  
207 Breakwater Avenue; Cordova  
**License: Package Store**  
From: 201 Breakwater Avenue #2-3

**Transfer of location.** All statutory requirements have been met.  
Local governing body action: City of Cordova does not protest  
Pending: State Fire Marshal  
Background investigations: Complete

**5421 Arctic Harvest:** Arctic Harvest, LLC  
4753 Eielson Farm Road (North Pole); Fairbanks North Star Borough  
**License: Distillery**

**New license application.** All statutory requirements have been met.  
Local governing body action: Pending Fairbanks North Star Borough  
Approvals: State Fire Marshal, Department of Environmental Conservation  
Background investigations: Pending

**5412 Heirloom Wines:** Heirloom Wines, LLC  
14493 W Kiowa Street (Big Lake); Mat-Su Borough  
**License: Wholesale – Malt Beverage & Wine**

**New license application.** All statutory requirements have been met.  
Local governing body action: Matanuska-Susitna Borough does not protest  
Pending: State Fire Marshal  
Background investigations: Complete

**270 Lavelle's Taphouse:** Arlette Eagle-Lavelle  
414 2<sup>nd</sup> Avenue; Fairbanks  
**License: Beverage Dispensary**  
From: Franklin B. Eagle; No DBA; No Premises

**Transfer of ownership, location, and name change.** All statutory requirements have been met.  
Local governing body action: Pending City of Fairbanks  
Approvals: Department of Labor, Department of Revenue  
Pending: Department of Environmental Conservation  
Background investigations: Pending

**493 Ninilchik Trading:** Echo Lake Superior Meat & Processing, LLC  
15945 Sterling Highway (Ninilchik); Kenai Peninsula Borough  
**License: Package Store**  
From: Grizzly Ridge, LLC DBA Grizzly Ridge; 18280 Sterling Highway

**Transfer of ownership, location, and name change.** All statutory requirements have been met.  
Local governing body action: Kenai Peninsula Borough  
Approvals: Department of Revenue  
Pending: State Fire Marshal, Department of Labor  
Background investigations: Pending

**414 No DBA:** David Worel  
No Premises; Fairbanks North Star Borough  
**License: Beverage Dispensary**  
From: Lisa Davis DBA 49'er Club; 4625 Old Airport Way

**Transfer of location, ownership, and DBA change.** All statutory requirements have been met.  
Local governing body action: Pending Fairbanks North Star Borough  
Approvals: Department of Revenue  
Pending: Department of Labor  
Background investigations: Complete

**5420 Sheep Mountain Lodge:** Sheep Mountain Lodge, LLC  
17701 West Glenn Highway (Sutton); Mat-Su Borough  
**License: Restaurant / Eating Place**

**New license application.** All statutory requirements have been met.  
Local governing body action: Matanuska-Susitna Borough does not protest  
Approvals: State Fire Marshal, Department of Environmental Conservation  
Background investigations: Pending  
Temporary has been issued.

**5398 The Grape Tap:** The Grape Tap, LLC  
322 N Boundary Sreet; Wasilla  
**License: Restaurant / Eating Place – Public Convenience**

**New license application.** All statutory requirements have been met.  
Local governing body action: City of Wasilla does not protest  
Pending: Department of Environmental Conservation  
Background investigations: Pending

**5406 The Potato:** Potato Enterprises, Inc.  
90 Kennicott Avenue (McCarthy); Outside/Unorganized  
**License: Restaurant / Eating Place – Public Convenience**

**New license application.** All statutory requirements have been met.  
Approvals: State Fire Marshal  
Pending: Department of Environmental Conservation  
Background investigations: Complete

**END OF DELEGATED CONSENT AGENDA**

● **NOTICES OF VIOLATION**

A. Notices of Violation Issued and Licensee Responses

TAB 23

● **NEXT ABD BOARD MEETINGS**

[1:17:43 PM](#)

Thursday, November 19, 2015 in Anchorage

Wednesday, February 10, 2016 in Juneau

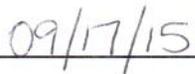
● **ADJOURN**

[1:29:05 PM](#)

Minutes reviewed and approved by:

  
\_\_\_\_\_

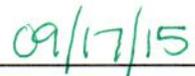
Cynthia A. Franklin, Director

  
\_\_\_\_\_

Date

  
\_\_\_\_\_

Sarah D. Oates, Records & Licensing Supervisor

  
\_\_\_\_\_

Date



## MEMORANDUM

**TO:** ABC Chair, Klein and Members of the Board **DATE:** November 10, 2015  
**FROM:** Cynthia A. Franklin, Director **SUBJ:** Authorization to arm  
James Hoelscher

Chair Klein and Members of the Alcoholic Beverage Control Board:

I am requesting your approval to arm our new ABC Investigator, James Hoelscher pursuant to the provisions provided for in 3 AAC 304.505(b).

Department of Public Safety Commissioner, Gary Folger, has given his written concurrence granting peace officer powers for Investigator Hoelscher in accordance with the provisions set forth in AS 04.06.110 and AS 17.38.085.

James Hoelscher has over twenty-one years of law enforcement experience in Alaska, serving as the Chief of Police for the City of Hooper Bay, and as a First Sergeant with the VPSO Program. Investigator Hoelscher holds an Advance Police Officer certification from the Alaska Police Standards Council.

Thank you in advance for your consideration.

Attachments



THE STATE  
of **ALASKA**

GOVERNOR BILL WALKER

Department of Commerce, Community,  
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD  
& MARIJUANA CONTROL BOARD

550 West 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, Alaska 99501  
Main: 907.269.0350  
TDD: 907.465.5437  
Fax: 907.334.2285

August 27, 2015

Commissioner Gary Folger,  
State of Alaska, Department of Public Safety  
4805 Dr. Martin Luther King, Jr. Avenue  
Anchorage, Alaska 99507

RE: Concurrence for Peace Officer powers

Dear Commissioner Folger:

The purpose of this letter is to request your concurrence to authorize the Alcoholic Beverage Control Board and the Marijuana Control Board to arm Investigator James Hoelscher and to grant him peace officer powers pursuant to the provisions set forth in AS 04.06.110 and AS 17.38.085.

Investigator Hoelscher holds an Advanced Police Officer certification from the Alaska Police Standards Council. Investigator Hoelscher has served in the past as the Chief of Police for the City of Hooper Bay, and most recently as a First Sergeant with the VPSO Program.

Thank you in advance for your consideration.

Sincerely,

Handwritten signature of Cynthia A. Franklin in blue ink.

Cynthia A. Franklin,  
Director

Concur:

Handwritten signature of Gary Folger in blue ink.

Gary Folger, Commissioner  
Department of Public Safety

STATE OF ALASKA

# Alaska Police Standards Council



This

## Advanced Certificate

Is Awarded To

**JAMES C. HOELSCHER**

who has qualified pursuant to 13 AAC 85.040 as a

# Certified Police Officer

given under our hands this 7<sup>th</sup> day of OCTOBER, 20 09.

Chairman

Executive Director

#1363



THE STATE  
of **ALASKA**

GOVERNOR BILL WALKER

Department of Commerce, Community,  
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD  
550 W. 7<sup>th</sup> Avenue, Ste 1600  
Anchorage, Alaska 99501  
Main: 907.269.0350  
TDD: 907.465.5437  
Fax: 907.334.2285

**MEMORANDUM**

TO: Robert Klein, Chair and  
Members of the Board

FROM: Cynthia Franklin  
Director, ABC Board

DATE: November 10, 2015

RE: AC Quickstop License #5418

This is an application for a new package store license in Bethel, Alaska. The location of the proposed premises is on property owned or financed by Alaska Housing Finance Corporation. The question before the board pertains to a recent statute restricting liquor licensing on property owned or financed by AHFC.

Date of Application: August 3, 2015

Applicable Law: AS 04.11.365

Questions for the Board:

- 1) Is the proposed location in a "multi-unit residential housing development owned or financed by the Alaska Housing Finance Corporation"
- 2) Does AS 04.11.365 permit a package store license to be issued on such property?

Response from AHFC: Upon inquiry as to the status of AHFC housing in Bethel, Cathy Stone, Director of the Public Housing Division, responded that "we [AHFC] only have one development in Bethel comprised of 117 units of single family homes spread out throughout the Bethel Heights subdivision"

Legal Interpretation: AS 04.11.365, passed in 2013, appears to anticipate that if an application for a liquor license in a multi-unit residential housing development owned or financed by AHFC must be authorized by AHFC, but only a restaurant-eating place license may be located on such property. AHFC could not authorize and the board may not issue a package store license on such property

Recommendation: Denial of license application due to a violation of AS 04.11.365

# AC Quickstore

Write a description for your map.

## Legend

-  Bethel
-  Bethel City Landfill
-  Bethel Regional High School
-  Bethel Water-Sewer-Garbage
-  Kyid

Existing subdivision outlined in Red

1850 Elementary School

1850 District Office

1850 High School

AC Quickstore Location

Google earth

© 2013 Google  
Map © 2013 DeLorme

10000 ft

Introduced by:	Council Member Herman
Date:	September 22, 2015
Action:	Passed
Vote:	5-0
Rescinded	November 10, 2015
Vote:	4-3

## *CITY OF BETHEL, ALASKA*

### **Resolution # 15-15**

#### **RESCINDED BY COUNCIL NOVEMBER 10, 2015**

#### **A RESOLUTION BY THE CITY OF BETHEL PROTESTING THE ISSUANCE OF A STATE OF ALASKA ALCOHOLIC PACKAGE STORE LICENSE FOR AC QUICKSTOP; LOCATED AT 131 AKAKEEK STREET; OWNED BY NORTH WEST COMPANY INC.; LICENSE ID# - 5418**

- WHEREAS,** in 2010, the City held an advisory vote and asked the following question to the citizens of Bethel: "Should the City of Bethel support a liquor license application for a liquor store within the City of Bethel?;"
- WHEREAS,** in response to the question, 498 citizens (63%) voted no, they did not want the City Council to support the issuance of a liquor license application for a liquor store within the City and 287 (37%) voted in favor;
- WHEREAS,** public policy dictates the Bethel City Council represent the will, desires and opinions of the voters and citizens of Bethel, Alaska Administrative Code 3 AAC 304.145 states, "the board will not substitute its judgment for that of the local governing body on matters of public policy that have reasonable factual support;"
- WHEREAS,** at the March 24, 2015 Bethel City Council meeting, 43 people provided public testimony on potential sales of alcoholic beverages in the community, and with 37 of those individuals, or 73% speaking in opposition;
- WHEREAS,** at the April 6, 2015 town hall meeting, 50 people provided public testimony on potential sales of alcoholic beverages in the community and 40 of those people spoke in opposition;
- WHEREAS,** in the Anchorage Police Department 2013, Annual Statistical Report (the 2014 report was not available on the Municipal website), 4.58% of the calls for service were for Drunken Problems/Drunken Transports;

Introduced by:	Council Member Herman
Date:	September 22, 2015
Action:	Passed
Vote:	5-0
Rescinded	November 10, 2015
Vote:	4-3

**Whereas,** in contrast to Anchorage’s statistics, the Bethel Police Department reports show that in 2014, thirty-three (33%) percent of the calls for service were in response to Intoxicated Pedestrians;

**WHEREAS,** State Trooper’s calls for service in the community of Bethel for the years 2013 and 2014 totaled 242 with 29.3% being alcohol related;

**WHEREAS,** the Yukon Kuskokwim Juvenile Detention Facility’s statistics show over 19% of their referrals involved alcohol;

**WHEREAS,** over a three year period, 2012 through 2014, the State of Alaska Court System reports an average of 127 Minor Alcohol Related cases per year;

**WHEREAS,** the Yukon Kuskokwim Health Corporation (YKHC) Sobering Center Program provides sleep-off and other services to intoxicated individuals through close collaboration with the Bethel Police Department, Yukon Kuskokwim Correctional Center, YKHC Emergency Department and YKHC Behavioral Health, YKHC reports;

**WHEREAS,** the sobering center intake numbers for 2014 totaled 1n686 and the YKHC Sobering Center reports that half of the people served were residents of Bethel, indicating the impacts of alcohol in Bethel are not limited to citizens of this community;

**WHEREAS,** a review of the statistics kept by the Alaska Court System revealed that Driving While Intoxicated (DUI's) has remained steady both before and after going wet, however, bootlegging appears to have increased significantly;

**WHEREAS,** determining just how much bootlegging goes on in Bethel is a figure that cannot be ascertained to any degree of certainty, all that can be stated with any certainty is that bootlegging does occur both in Bethel and more greatly impacts the villages surrounding Bethel;

**WHEREAS,** the Bethel WAANT unit indicates that since going wet, rates of bootlegging in Bethel appear to have remained steady while bootlegging to the surrounding communities appears to have increased, this is supported by the statistics obtained from the Bethel courthouse;

**WHEREAS,** in 2009, the year Bethel went wet, there were 53 importation (bootlegging) convictions, these offenses are typically attempts to take

Introduced by:	Council Member Herman
Date:	September 22, 2015
Action:	Passed
Vote:	5-0
Rescinded	November 10, 2015
Vote:	4-3

alcohol from Bethel to the surrounding dry communities, the 2009 figure was a stark increase from the damp years of 2007 (1 conviction) and 2008 (12 convictions), following 2009, the figures remained high: 91 in 2010, 93 in 2011, 52 in 2012 and 67 in 2013, these figures would appear to support the City Council's concerns that the more readily available alcohol is in Bethel, the more of it that will flow to the surrounding villages to feed its bootlegging/importation businesses;

**WHEREAS,** while the AC Quickstop is not located within three (300) feet of a school, it is located on a heavily traveled access road utilized by school children;

**WHEREAS,** AC Quickstop's proximity to two elementary schools and the high school, and located on a main thoroughfare will mean that large numbers of vulnerable children will have to travel in front of the package store daily;

**WHEREAS,** the legislative intent behind AS 04.11.410 is to protect children attending school from direct exposure to some of the demoralizing circumstances which, by the authority of common knowledge, are incident to the traffic in intoxicating liquor. *Application of Wakefield*, 10 Alaska 599 (D. Alaska 1975);

**WHEREAS,** the Lower Kuskokwim School District (LKSD) tends to and addresses the impact of alcohol on its students daily;

**WHEREAS,** alcohol abuse is prevalent for some of the children's families and has caused the school to offer showers, laundry facilities and extra meals in order to help provide some of the basic needs of its students, needs are not being met at home, often times due to significant alcohol abuse;

**WHEREAS,** the more easily accessible alcohol is in Bethel the more influx of people from surrounding dry communities traveling to Bethel to not casually drink but binge drink causing more strain on the Police Department and interrupting the peaceful enjoyment of community members;

**WHEREAS,** AC Quickstop is applying for a package store license, to be located in the Housing Subdivision, which is primarily made up of Alaska Housing Finance Corporation, State subsidized housing;

**WHEREAS,** the Housing Subdivision is approximately one square mile;

**WHEREAS,** between May 11, and July 31, 2015, 41 of the 141 (30%) calls for service to the Housing Subdivision were alcohol related;

Introduced by:	Council Member Herman
Date:	September 22, 2015
Action:	Passed
Vote:	5-0
Rescinded	November 10, 2015
Vote:	4-3

**WHEREAS,** a study by Rutgers, Center of Alcohol Studies, titled, *Varying Impacts of Alcohol Outlet Densities on Violent Assaults: Explaining Differences Across Neighborhoods*, states,

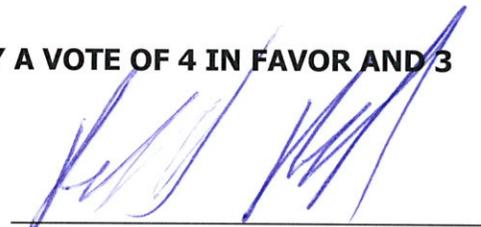
"Assaults were related to outlet densities in local and surrounding areas, the mix of outlet types, and neighborhood characteristics. The addition of one outlet per square mile was related to a small 0.23% increase in assaults. A 10% greater proportion of bars in a ZIP code was related to 7.5% greater assaults, whereas a 10% greater proportion of bars in surrounding areas was related to 6.2% greater assaults. The impacts of bars were much greater in areas with low incomes and dense populations. Conclusion - The effect of bar density on assault injuries was well supported and positive, and the magnitude of the effect varied by neighborhood characteristics. Posterior distributions from these models enabled the identification of locations most vulnerable to problems related to alcohol outlets;"

**WHEREAS,** the conclusion of this study as well as the statistical information from the Bethel Police Department, specific to the neighborhood, provide reasonable factual support that the impacts to the surrounding neighborhood if alcohol sales was available would be significant;

**NOW, THEREFORE, BE IT RESOLVED** the Bethel City Council opposes the issuance of a package store license for the AC Quickstop.

**ENACTED THIS 22<sup>nd</sup> DAY OF SEPTEMBER, 2015 BY A VOTE OF 5 IN FAVOR AND 0 OPPOSED.**

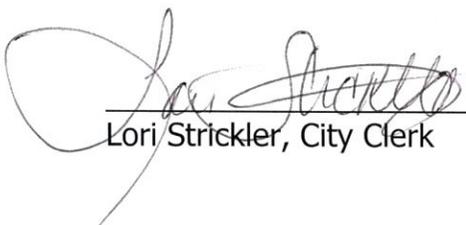
**RESCINDED THIS 10<sup>th</sup> DAY OF NOVEMBER 2015, BY A VOTE OF 4 IN FAVOR AND 3 OPPOSED**




---

Richard Robb, Mayor

ATTEST:




---

Lori Strickler, City Clerk

Alcoholic Beverage Control Board  
 550 West 7<sup>th</sup> Avenue, Suite 1600  
 Anchorage, AK 99501

## New 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
Office Use: License Year: <u>2015-2016</u>	License Type: <b>PACKAGE STORE</b>	Statute Reference Sec. 04.11.150	<b>12673</b>  License Fee: \$1,500.00 Filing Fee: \$100.00 Rest. Desig. Permit Fee: \$ Fingerprint: \$ <i>(\$49.75 per person)</i> <b>TOTAL \$1,600.00</b>
Office Use: License #: <u>5418</u>	Local Governing Body: (City, Borough or Unorganized) <b>BETHEL</b>		
Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership): <b>THE NORTH WEST COMPANY (INTERNATIONAL) INC.</b>		Community Council Name(s) & Mailing Address: N/A	
Mailing Address: <b>77 MAIN STREET ATTENTION: LEGAL DEPARTMENT</b>		Doing Business As (Business Name): <b>AC QUICKSTOP</b>	Business Telephone Number: <b>(204) 934-1756 (204) 934-1705</b> Fax Number: <b>(204) 934-1317</b>
City, State, Zip: <b>WINNIPEG, MANITOBA R3C 2R1 CANADA</b>		Street Address or Location of Premises: <b>131 AKAKEEK STREET BETHEL, ALASKA 99559</b>	Email Address: <b>license@northwest.ca</b>
SECTION B - PREMISES TO BE LICENSED			
Distance to closest school grounds: <b>BETHEL REGIONAL HIGH SCHOOL 0.4 miles</b>	<i>Distance measured under:</i> <input checked="" type="checkbox"/> AS 04.11.410 <i>OR</i> <input type="checkbox"/> Local ordinance No. _____	<input type="checkbox"/> Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input checked="" type="checkbox"/> Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input type="checkbox"/> Not applicable	
Distance to closest church: <b>BETHEL COMMUNITY ASSEMBLY 0.4 miles</b>	<i>Distance measured under:</i> <input checked="" type="checkbox"/> AS 04.11.410 <i>OR</i> <input type="checkbox"/> Local ordinance No. _____		
Premises to be licensed is: <input type="checkbox"/> Proposed building <input checked="" type="checkbox"/> Existing facility <input type="checkbox"/> New building		<input type="checkbox"/> Plans submitted to Fire Marshall (required for new & proposed buildings) <input checked="" type="checkbox"/> Diagram of premises attached	

Alcoholic Beverage Control Board  
 550 West 7<sup>th</sup> Avenue, Suite 1600  
 Anchorage, AK 99501

## New Liquor License

(907) 269-0350  
 Fax: (907) 334-2285  
<http://commerce.alaska.gov/dnn/abc/Home.aspx>

### SECTION C – 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
The North West Company (International) Inc.	Alaska Commercial Company	Package Store	100 Main Street Sand Point	Alaska
The North West Company (International) Inc.	Alaska Commercial Company	Package Store	175 Main Street McGrath	Alaska
The North West Company (International) Inc.	Alaska Commercial Company	Package Store	106 Nicholoff Way Cordova	Alaska
The North West Company (International) Inc.	AC Express	Package Store	11012 Rezanof Drive West Kodiak	Alaska
The North West Company (International) Inc.	Thompson House	Package Store	1300 Craig Klawock Highway Craig	Alaska
The North West Company (International) Inc.	Nome Liquor Store	Package Store	205 Front Street Nome	Alaska
The North West Company (International) Inc.	Nome Liquor Store	Package Store	303 Front Street Nome	Alaska
The North West Company (International) Inc.	AC Value Liquor	Package Store	908 Nome-Teller Highway Nome	Alaska
The North West Company (International) Inc.	The Bottle Stop	Package Store	East Bank of Eskimo Creek King Salmon	Alaska

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 D – 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): <b>THE NORTH WEST COMPANY (INTERNATIONAL) INC.</b>		Telephone Number: <b>(204) 934-1756</b>	Fax Number: <b>(204) 934-1317</b>
Corporate Mailing Address: <b>77 MAIN STREET</b>	City: <b>WINNIPEG</b>	State: <b>MANITOBA</b>	Zip Code: <b>R3C 2R1</b>
Name, Mailing Address and Telephone Number of Registered Agent: <b>JOHN SEDOR 500 L STREET, SUITE 500, ANCHORAGE, ALASKA 99501</b>		Date of Incorporation OR Certification with DCED: <b>DECEMBER 16, 2008</b>	State of Incorporation: <b>DELAWARE</b>
Is the Entity in "Good Standing" with the Alaska Division of Corporations? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, attach written explanation. Your entity <i>must</i> 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
NWC (U.S.) HOLDINGS INC.		100	550 WEST 64 <sup>TH</sup> AVENUE, SUITE 200 ANCHORAGE, ALASKA 99518-1720	(204) 934-1756	
WALTER E. PICKETT	VP & GENERAL MANAGER		19211 UPPER SKYLINE DRIVE EAGLE RIVER, ALASKA 99577-7936	(907) 273-4642 (907) 440-0610	NOV 27, 1960

NOTE: If you need additional space, please attach a separate sheet.

Alcoholic Beverage Control Board  
 550 West 7<sup>th</sup> Avenue, Suite 1600  
 Anchorage, AK 99501

## New Liquor License

(907) 269-0350  
 Fax: (907) 334-2285  
<http://commerce.alaska.gov/dnn/abc/Home.aspx>

### SECTION E – 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:	Applicant <input type="checkbox"/>	Name:	Applicant <input type="checkbox"/>
Address:	Affiliate <input type="checkbox"/>	Address:	Affiliate <input type="checkbox"/>
Home Phone:	Date of Birth:	Home Phone:	Date of Birth:
Work Phone:		Work Phone:	
Name:	Applicant <input type="checkbox"/>	Name:	Applicant <input type="checkbox"/>
Address:	Affiliate <input type="checkbox"/>	Address:	Affiliate <input type="checkbox"/>
Home Phone:	Date of Birth:	Home Phone:	Date of Birth:
Work Phone:		Work Phone:	

#### 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.

<b>Signature of Licensee(s)</b>	<b>Signature of Licensee(s)</b>
Signature <i>Walter E. Pickett</i>	Signature
Signature	Signature
Name & Title (Please Print) Walter E. Pickett Vice President & General Manager, Alaska Commercial Company	Name & Title (Please Print)
Subscribed and sworn to before me this <i>2<sup>nd</sup></i> day of <i>July</i> , 2015	Subscribed and sworn to before me this _____ day of _____
Notary Public in and for the State of <i>Alaska</i>	Notary Public in and for the State of _____
My commission expires <i>03/27/19</i>	My commission expires:





THE STATE  
of **ALASKA**

GOVERNOR BILL WALKER

Department of Commerce, Community,  
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD  
550 W. 7<sup>th</sup> Avenue, Ste 1600  
Anchorage, Alaska 99501  
Main: 907.269.0350  
TDD: 907.465.5437  
Fax: 907.334.2285

## MEMORANDUM

TO: Robert Klein, Chair and  
Members of the Board

FROM: Cynthia Franklin  
Director, ABC Board

DATE: November 16, 2015

RE: Great White North License #4180

This is an application for an involuntary retransfer. On August 25, I attempted to get independent valuation of the assets as the valuation for the personal property was prepared by the license holder. I was denied independent valuation by the licensee's attorney. See attached letter and response.

Background information:

The license was transferred to Wicked Wrister Enterprises, LLC DBA The Crossbar with a security interest. Don McMillan (owner of G.W.N. Investments, LLC) seeks an involuntary retransfer of the license due to foreclosure of the business. 3 AAC 304.107 relates to involuntary retransfers of licenses as further clarification for AS 04.11.670 – foreclosures. AS 04.11.670 creates an exception to the prohibition on using a liquor license as collateral to secure a debt when the license is transferred with a security interest in real or personal property. 3 AAC 304.107 requires the former licensee to carry the burden of proving the value of real property when the amount owed to the former licensee exceeds the fair market value. For personal property, the regulation states that "in determining whether the property value is sufficient under this subsection, the board will utilize accepted business principles".

The valuation set forth in this involuntary retransfer was set by the former licensee. The request for an independent valuation to meet the requirement of standard business principles was made after consultation with counsel about what would be expected in an arms-length business transaction.

The regulation regards re-transfer and does not anticipate the valuation being set for the original transfer



Issues for the Board:

1) Can the director request independent valuation under 3 AAC 304.107(c)(2) or must it be the board making the request?

2) Is the valuation of the personal property in the transfer at hand meet the regulatory requirement of the board utilizing accepted business principles or will the board require an independent valuation of the assets?

Recommendation:

Determine director's authority to request information on behalf of the board and determine if independent valuation of assets is required in this specific transfer.



THE STATE  
of **ALASKA**

GOVERNOR BILL WALKER

Department of Commerce, Community,  
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD

550 W. 7<sup>th</sup> Ave, Suite 1600  
Anchorage, Alaska 99501  
Main: 907.269.0350  
TDD: 907.465.5437

Don McMillan  
The Cross Bar  
11940 Business Blvd, Ste 200  
Eagle River, AK 99577

August 25, 2015

Re: License #4180; **Independent Valuation of Personal Property Required**

Dear Mr. McMillan,

I am writing regarding the involuntary transfer of the above license. You have submitted valuation of personal property as a security interest. The paperwork I reviewed appears to be your own estimation of the value of this property. 3 AAC 304.107(c)(2) requires that such property have independent value apart from the license sufficient in the determination of the board to justify the taking of a security interest in the license.

Please provide a document showing an independent valuation of the property claimed in the equipment list you have provided to us. I am copying your attorney, Dan Coffey, with this request.

Sincerely,

Cynthia Franklin, Director

cc: Dan Coffey

**Law Offices of Ernouf & Coffey, P.C.**

3606 RHONE CIRCLE  
SUITE 110  
ANCHORAGE, ALASKA 99508

Telephone: (907) 274-3385

Facsimile: (907) 274-4258

E mail: [dancoffey@gci.net](mailto:dancoffey@gci.net)

September 8, 2015

Ms. Cynthia Franklin  
Executive Director  
Alcohol Beverage Control Board  
550 West 7<sup>th</sup> Avenue  
Suite 1600  
Anchorage, Alaska 99501

Re: License Transfer  
Wicked Wrister to GWN, LLC

Dear Ms Franklin:

As you know, this office represents GWN, LLC with regard to the pending transfer application. At the time of the filing of the application, a copy of the UCC-1 financing statement, that had been completed and executed at the time of the transfer to Wicked Wrister was submitted with the involuntary transfer application. Another copy of the UCC-1 is attached to this letter.

Your letter of August 25<sup>th</sup> correctly cites the regulation regarding "independent valuation". That determination is to be made by the ABC Board. That determination should have been made at the time of the original transfer, but it was apparently not made because the prior Executive Director did not bring this matter to the Board's attention and neither did the attorneys representing the parties.

In that regard, it has been my practice to ask for such a determination when I am handling a secured transaction that does not involve real property. In order to avoid situations such as this one, it would behoove

the Board to make that determination in all cases at the time of the initial transfer when the transfer is intended as a secured transaction. The Board that is addressing the initial transfer is in a far better position to judge this issue than a later Board being asked to approve a foreclosure. If this would be considered by the Board and a finding made at the time of the initial transfer, this avoid later issues on this question.

You advised our client in your letter of August 25<sup>th</sup> that an "Independent Valuation of Personal Property Required". It is our position that you have no authority to demand an "independent valuation" as it is not within your authority to make such a determination. Any decision as to the existence of sufficient independent valuation to warrant the taking of a security interest in the personal property is reserved to the Board. If, after reading this letter and the analysis set out in this letter, you are still concerned about the valuation of the personal property, please present the issue to the Board at the appropriate meeting.

To assist you in your evaluation of the value of the personal property, we offer the following information, some of which is already in your possession.

- 1) The Agreement for Assignment of Ground Lease, Lease of Building, and Sale of Personalty and Liquor License is attached.
  - a) This document was previously submitted to the Board with the initial transfer to Wicked Wrister. Your attention is directed to numbered paragraph 4, subparagraph b of that Agreement where the parties agreed to the allocation of the \$525,000.00 purchase price. Note that \$250,000.00 of the purchase price was allocated to the liquor license and \$275,000.00 was allocated to the personal property.
  - b) This allocation was a bargained for and agreed upon amount for the license and the personal property. It was not, as stated in your August 25<sup>th</sup> letter, GWN's " own estimation of the value of this property".
- 2) The UCC-1 Financing Statement along with five (5) pages of attachments was also filed with the Board with the original transfer to Wicked Wrister. The attachments are a listing of the personal property being transferred to Wicked Wrister and a listing of all of the items on the licensed premises being used in this full service restaurant.

- a) The first attachment, page 2 dated December 19, 2005, is a list of original equipment that was installed by Boston Pizza which previously operated by Boston Pizza at the same location as Wicked Wrister. Again, your letter of August 25<sup>th</sup>, you state that this document “appears to be your own estimation of the value of this property.” It is not my client’s “own estimate”. It is a statement of the costs of the items at the time of purchase.
  - i) Some of this equipment was replaced in the eight (8) year period from 2005 to 2013, but as can be seen in the other attachments to the UCC-1 all of this equipment or its replacement equipment was on premises in 2013.
- b) The second set of documents attached to the UCC-1, pages 3, 4 and 5, was compiled by the parties to this transaction after a “walk through” of the premises in 2013. All of the equipment that was on premises at the time of the closing of the sale from GWN to Wicked Wrister is on that list.
  - i) The extent of this three (3) page listing of equipment on premises and sold to Wicked Wrister in 2013 should be sufficient to establish the “independent value” of the personal property. A full service restaurant cannot operate without a significant amount of equipment and other personalty which has substantial value.
- 3) The final page of the UCC-1 is a listing of the in-house security system prepared in 2008 when it was install by Boston Pizza. The cost of this system exceed \$13,000.00 at the time of installation. Along with the other personal property described on pages 3, 4 and 5 of the UCC-1 filing, this system was on premises in 2013 when Wicked Wrister purchase the license and the personality.

Some additional information which may assist you in your decision to present this issue to the Board is found in two other attachments.

- a) The original Promissory Note for \$325,000.00. GWN financed over 62% percent of the purchase price of \$525,000.00.

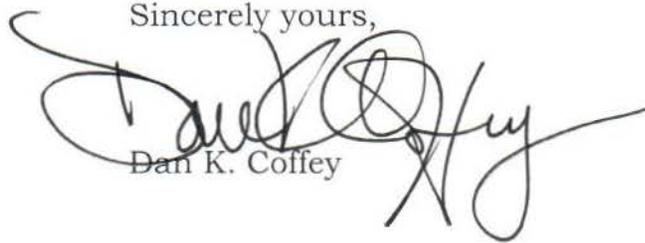
b) The April 13, 2015 statement from the permanent escrow agent Weststar. This was the last payment made by Wicked Wrister. Note that the balance due at the time of this default was \$268,685.29.

- i) As the escrow statement referenced in sub-paragraph b above shows, the debt due GWN from Wicked Wrister had been reduced by \$56,314.72 over an eighteen month period (September 2013 thru April 2015).
- ii) Even if one assumes that all of the payments made were applied to the personal property (which would be an erroneous assumption without any factual basis), the remaining debt at the time of default exceeded the allocated amounts established by the parties at the time of the sale for the liquor license.

In conclusion, our position is that there was more than sufficient independent value of the personal property to warrant the taking of a security interest in the property. As a result, no "independent valuation of personal property" should be "required" as demanded by your letter of August 25, 2015.

Please insure that this letter is in the Board materials for the meeting at which this license re-transfer as a secured transfer will be heard.

Sincerely yours,



Dan K. Coffey

cc: GWN

**AGREEMENT FOR ASSIGNMENT OF GROUND LEASE, LEASE OF BUILDING, AND SALE OF  
PERSONALTY AND LIQUOR LICENSE**

THIS AGREEMENT FOR ASSIGNMENT OF GROUND LEASE, LEASE OF BUILDING, AND SALE OF PERSONALTY AND LIQUOR LICENSE (this "Agreement") is made as of July 24, 2013 (the "Effective Date") by and between (i) GWN Investments, LLC ("GWN"), and (ii) Wicked Wrister Enterprises, LLC ("WWE"). GWN and WWE shall be referred to collectively herein as the "Parties" and individually as a "Party."

RECITAL

- A. On or about November 3, 2001, GWN entered into a ground lease (the "Ground Lease") with Zan, Inc ("Landlord") to lease a certain parcel of land with a street address of 2830 C. Street, Anchorage, Alaska, and more particularly described as follows (the "Land"):
- Lot Three (3), Block Five (5), BLUEBERRY LAKE SUBDIVISION, according to the official plat thereof, filed under Plat No. 90-113, books and records of the Anchorage Recording District, Third Judicial District, State of Alaska.
- B. As the lessee under the Ground Lease, GWN caused a building and certain other structures and improvements to be constructed on the Premises (collectively, the "Improvements"), which Improvements GWN owns or is entitled to possession of the same, and opened and operated a "Boston's Pizza" restaurant thereon (the "Business"). The Land and Improvements shall be collectively referred to herein as the "Premises."
- C. Now, GWN desires to (i) assign its leasehold under the Ground Lease to WWE, (ii) lease the Improvements to WWE, and (iii) convey, transfer and sell to WWE, certain articles of its furniture, equipment, fixtures (collectively, "FF&E"), and liquor license (License No. 4180 – the "Liquor License") used and/or maintained on, in or about the Premises in connection with the Business, which are more particularly described in Exhibit "1" attached hereto and incorporated by reference herein (collectively, the "Personal Property").
- D. It is the intent of the Parties that this Agreement shall replace and supersede all prior communications, understandings, promises, and agreements between the Parties concerning the subject matters of this Agreement, whether verbal or written, executed or unexecuted, or expired or unexpired, including without limitation, that certain Purchase and Sale Agreement entered into by and between the Parties on or about December 5, 2012.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits derived herefrom and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct and are incorporated herein by this reference.
2. **Assignment of Ground Lease.** GWN agrees to transfer, assign, convey and deliver to WWE, and WWE agrees to accept and assume from GWN, all rights, title, interest, duties and obligations of GWN possessed and owed under the Ground Lease, in accordance with the terms and conditions set forth in that certain Assignment and Assumption Agreement attached hereto as Exhibit "2" and incorporated herein by reference (the "Ground Lease Assignment"), which agreement shall be executed and delivered concurrently with the execution of this Agreement.
3. **Lease of Improvements.** GWN agrees to lease the Improvements to WWE, and WWE agrees to lease the Improvements from GWN, in accordance with the terms and conditions set forth in that certain Lease of Building Agreement attached hereto as Exhibit "3" and incorporated herein by reference (the "Building Lease"), which lease shall be executed and delivered concurrently with the execution of this Agreement.

4. **Sale and Purchase of Personal Property and Liquor License.** GWN agrees to assign, sell, transfer and convey to WWE and WWE agrees to purchase, accept and assume, all rights, title, interest, duties and responsibilities of GWN in and to the Personal Property and Liquor License, in accordance with the terms and conditions set forth below:

- a. **Condition of the Personal Property.** The Personal Property is being sold on an "AS IS" basis and GWN explicitly disclaims any and all warranties, whether expressed or implied, including but not limited to, any warranty as to the condition of the Personal Property. WWE has been given an opportunity to inspect the Personal Property and hereby accepts the Personal Property in its existing condition.
- b. **Purchase Price.** As consideration for the Personal Property and Liquor License, WWE shall pay GWN the sum of Five Hundred Twenty Five Thousand and 00/100 Dollars (\$525,000.00 – the "Purchase Price"). The Purchase Price is allocated as follows: (i) the Liquor License – \$250,000.00; and (ii) the FF&E – \$275,000.00.
- c. **Payment of the Purchase Price.** The Purchase Price shall be paid as follows: (i) Two Hundred Thousand and 00/100 Dollars (\$200,000.00 – the "Down Payment") to be paid at the Closing (defined below); and (ii) Three Hundred Twenty Five Thousand and 00/100 Dollars (\$325,000.00 – the "Remaining Balance") to be paid together with interest thereon at the rate of six percent (6%) per annum, in ninety-six (96) equal consecutive monthly installments in accordance with the terms and conditions of a Promissory Note (the "Note") and a Guaranty Agreement (the "Guaranty") in the form and substance attached hereto as Exhibit "4" and incorporated herein by reference.
- d. **Closing.** The Closing shall take place on July \_\_, 2013. At the Closing, WWE shall (i) pay to the order of GWN the Down Payment by certified or bank check, and (ii) as security for the full repayment of the Remaining Balance and the performance of the covenants and agreements of WWE contained in this Agreement, the Building Lease, and the Ground Lease Assignment, WWE shall execute the Note and deliver its executed counterpart to GWN. Simultaneously therewith, GWN shall deliver to WWE that a Bill of Sale transferring title to the Personal Property and Liquor License to WWE in form and substance attached hereto as Exhibit "5" and incorporated herein by reference.

5. **Grant of Security Interest.**

- a. To secure the duties and obligations under this Agreement, the Note, the Building Lease, the Ground Lease Assignment WWE, as a debtor, hereby assigns and grants to GWN, as a secured party, a continuing lien on and security interest in and to any and all assets currently owned or hereinafter to be acquired by WWE (the "Collateral"), which Collateral shall be deemed to include, without limitation, (i) all tangible personal property, fixtures, leasehold improvements, trade fixtures, equipment and other personal property, and (ii) all general intangibles and quasi-tangibles, along with all proceeds or products (including insurance proceeds) thereof, all additions and accessions thereto, and all substitutions and replacements therefor. Without limiting the generality of the foregoing, the Collateral shall include (a) the ground leasehold assigned to WWE under the Ground Lease Assignment, (b) the leasehold granted to WWE under the Building Lease, and (c) the Personal Property and Liquor License sold to WWE hereunder.
- b. WWE, as a debtor, irrevocably authorizes GWN at any time and from time to time to file in any Uniform Commercial Code ("UCC") jurisdiction any initial financing statements and amendments thereto that (i) indicate the Collateral (a) as "all assets of WWE, owned or used in the operation of its business and located on the Premises," or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Alaska UCC or any other applicable jurisdictions or (b) as being of an equal or lesser scope or with greater detail, and (ii) contain any other information required by Article 9 of the Alaska UCC or any other applicable jurisdictions for the sufficiency or filing office acceptance of any financing statement or amendment. Without limiting the generality of the foregoing, to evidence and perfect the grant of security interest granted herein, concurrently with the execution of this Agreement, WWE shall execute and deliver to the GWN, the following documents:

- i. A Leasehold Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing in form and substance attached hereto as Exhibit "6" (the "Deed of Trust"); and
    - ii. A Liquor License Pledge Agreement in form and substance attached hereto as Exhibit "7" (the "Liquor License Pledge Agreement").
  - c. WWE further represents, warrants, covenants and agrees as follows:
    - i. WWE has good, marketable and indefeasible title to the Collateral to be used in its business. WWE shall not hereafter, without GWN's prior written consent, which consent may be withheld in GWN's discretion, sell, pledge, encumber, assign or otherwise dispose of any of the Collateral or permit any right of setoff, lien or security interest to exist thereon except to WWE;
    - ii. WWE shall keep the Collateral in good order and repair at all times and immediately notify GWN of any event causing a material loss or decline in value of the Collateral, whether or not covered by insurance, and the amount of such loss or depreciation; and
    - iii. WWE shall not sell or offer to sell or otherwise transfer or grant or allow the imposition of a lien or security interest upon the Collateral or use any portion thereof in any manner inconsistent with this Agreement or with the terms and conditions of any policy of insurance thereon.
6. **Indemnity.** WWE shall indemnify, defend and hold harmless GWN and its members, managers, officers, directors, affiliated entities, assigns and successors (the "GWN Parties"), and each of them, of, from and against any and all claims, demands, causes of action, obligations, damages, and liabilities of any nature whatsoever occurring from or after the Effective Date (collectively, the "Claims") in any way related to or arising from (i) the Personal Property sold hereby, (ii) the breach of any terms or conditions of this Agreement, the Building Lease, the Ground Lease Assignment, the Deed of Trust, the Note, the Guaranty and the Liquor License Pledge Agreement (collectively, the "Contract Documents"), or (ii) any other act or omission by WWE.
7. **GWN's Representations.** GWN makes the following representations to WWE which are true and correct as of the date of execution of this Agreement and which shall be true and correct at the Closing:
  - a. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated in this Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any law or any regulation, order, writ, injunction, or decree of any court or governmental instrumentality or of any agreement or instrument to which GWN is a party or by which it is bound.
  - b. GWN is validly existing and in good standing, with full power and authority to enter into this Agreement and warrants good title to the personal property and liquor license being sold to WWE.
8. **WWE's Representations.** WWE hereby represents, acknowledges, and agrees as follows:
  - a. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated in this Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any law or any regulation, order, writ, injunction, or decree of any court or governmental instrumentality or of any agreement or instrument to which WWE is a party or by which it is bound;
  - b. WWE shall not assign its obligations under this Agreement nor will it take any action such as liquidation, dissolution, or merger to avoid its obligations under the Agreement;
  - c. WWE has had ample opportunity to review and investigate the specifics of the subject matters of this Agreement, and it is fully satisfied that all relevant information has been disclosed to it;

- d. The purchase of the Personal Property and assumption of the duties and obligations contemplated hereunder may involve financial risks, and WWE is purchasing the Personal Property and is assuming the duties and obligations contemplated hereunder at its own risk; and
  - e. GWN has not made any promises, guarantees, warranties or representations with respect to the Premises, the Improvements, the Personal Property, other than those specifically referenced in this Agreement or any other agreements, documents, and instruments incorporated herein by reference;
9. **Mutual Covenants.** Each Party represents, warrants, covenants, and agrees as follows:
- a. Each Party expressly consents to the terms of this Agreement and has arrived at the Purchase Price and other terms and conditions of the Agreement as the result of an arm's-length negotiation;
  - b. Each Party shall (i) take all commercially reasonable steps necessary or appropriate and proceed diligently and in good faith to satisfy each condition to its obligations under this Agreement, and (ii) shall not take any action that could reasonably be expected to result in the non-fulfillment of any such condition;
  - c. Each Party has full legal right, power, authority and capacity to execute, deliver and perform its obligations under this Agreement and to consummate the transaction contemplated herein; and
  - d. Each Party shall not, directly or indirectly, (i) take or obligate itself to take any action that would constitute a breach of this Agreement, (ii) refrain or obligate itself to refrain from taking any action which it is required to take under this Agreement, or (iii) take any action or obligate itself to take any actions that would make any of its representations or warranties herein to be untrue or incorrect in any material respect.
10. **Further Assurances.** From time to time after the Effective Date, at either Parties request and without further consideration, either party shall (i) execute and deliver to each other such other instruments; (ii) provide such materials and information; and (iii) take such other actions consistent with this Agreement as either party may reasonably deem necessary or appropriate in order to confirm WWE's ownership of the Personal Property or otherwise to cause GWN to fulfill its obligations under this Agreement.
11. **Default by WWE and Remedies of GWN.**
- a. WWE will be in default under this Agreement if any of the following occurs (a "Default Event"):
    - i. ***Payment Default.*** WWE fails to make any payment of principal, interest, or any other sums or charges when due under the Contract Documents and such failure shall continue for a period of ten (10) consecutive calendar days;
    - ii. ***Break Other Promises.*** WWE Fails to observe or perform any other obligation under the Contract Documents when such observance or performance is due, and such failure shall continue beyond any applicable cure period specifically set forth therein;
    - iii. ***False Statements.*** Any representation or statement made or furnished to GWN under the Contract Documents that is false or misleading in any material respect, either now or at the time made or furnished;
    - iv. ***Taking of the Property.*** Any creditor or governmental agency tries to take any of WWE's assets or property in which GWN has a lien or a pledge under the Contract Documents; and/or
    - v. ***Others.*** Any other event occurs that is defined as a Default Event under any of the Contract Documents.

- b. At any time after a Default Event and without any notice or demand to WWE, GWN shall, at its sole and absolute discretion, be entitled to, but not obligated to, take any of the following actions, without waiving any rights or remedies that may be otherwise available to GWN under the Contract Documents or at law or in equity: (i) foreclose on the Collateral pursuant to the terms of the Deed of Trust; (ii) compel the re-assignment of the Ground Lease to GWN; (iii) compel the re-transfer of the Liquor License to GWN; and/or (iv) exercise any or all rights, remedies or recourses afforded under the Contract Documents or at law or in equity. All of the rights and remedies of GWN granted hereby shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies.
- c. At any time after a Default Event, WWE shall reimburse GWN on demand for any and all expenses, including reasonable professional fees and reasonable legal fees, incurred by GWN to protect or enforce its rights under this Agreement and other Contract Documents, (i) after notice to WWE, if no Default Event is then outstanding, or (ii) without notice, after any Default Event. After deducting all such expenses, the balance of any proceeds of collection or sale of the Collateral shall be applied to the payment of principal, interest, and other sums due under the Contract Documents in such order as GWN may determine.

## 12. Miscellaneous.

- a. To the full extent permitted by law, but except as expressly provided otherwise in this Agreement, WWE waives demand, notice, and protest of all instruments; notice of loans made, credit extended, and collateral received or delivered; notice of all other actions taken by GWN in reliance on the Contract Documents; and all other demands and notices of any description.
- b. The failure of GWN to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions hereof, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to future performance.
- c. This Agreement shall be governed by the law of the State of Alaska applicable to contracts made and to be performed therein (excluding choice-of-law principles). In the event suit or action is instituted to enforce or interpret any of the terms of this Agreement, the prevailing Party shall be entitled to recover all expenses reasonably incurred. In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Agreement are declared to be severable.
- d. This Agreement constitutes the complete and exclusive statement of agreement between the Parties with respect to the subject matter hereof. To the extent that any provision hereof conflicts with any provision of any other Contract Documents, the former shall prevail. This Agreement and any of its terms may only be changed by an instrument in writing signed by both Parties.
- e. The Parties acknowledge that they have fully read the contents of this Agreement and that they have had the opportunity to obtain the advice of counsel of their choice and that they have full comprehension of the provisions hereof. The Parties acknowledge and agree that by executing this Agreement, they have not been induced by any promise or representation, unless the same shall be expressly set forth herein. This Agreement shall be construed without regard to any presumptions or other rule requiring construction against the party who caused this Agreement to be drafted.
- f. Each remedy provided in this Agreement and other Contract Documents is distinct and cumulative to all other rights or remedies under this Agreement and other Contract Documents or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.
- g. This Agreement is for the benefit of the Parties, their successors and assigns only. No other third Party beneficiary rights are intended by this Agreement.

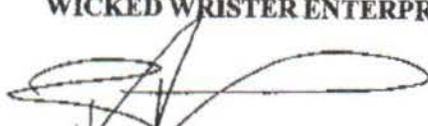
- h. The person(s) signing this Agreement on behalf of each of the Parties represents and warrants that he or she has full authorization to sign this Agreement on behalf of the entity he or she is signing for. This Agreement may be executed in counterparts, one or more of which may be facsimiles, but all of which shall constitute one and the same Agreement.

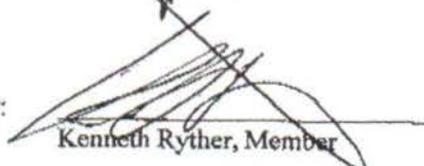
IN WITNESS WHEREOF the undersigned have executed as of the date first above written.

**GWN INVESTMENTS, LLC**

By:   
Don McMillan, Manager

**WICKED WRISTER ENTERPRISES, LLC**

By:   
Brock Lindow, Member

By:   
Kenneth Ryther, Member



UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
GWN Investments, LLC 401160 Harbor Front Drive Salmon Arm, B.C., Canada V1E3M3
2008770 FATIO

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
2013-763841-3

1b.  This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Filer  Amendement Addendum (Form UCC3A1) and provide Debtor's name in item 13

2.  TERMINATION Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3.  ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9. For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects  Debtor or  Secured Party of record

CHANGE name and/or address: Complete item 6a or 6b, and items 7a or 7b and item 7c

ADD name: Complete item 7a or 7b, and item 7c

DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a ORGANIZATION'S NAME

OR 6b INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name, do not omit, modify or abbreviate any part of the Debtor's name)

7a ORGANIZATION'S NAME

OR 7b INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c MAILING ADDRESS:

CITY

STATE

POSTAL CODE

COUNTRY

8.  COLLATERAL CHANGE: Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral

Indicate collateral:

Beverage Dispensary License No. 4180 and all furniture fixtures and equipment pursuant to the equipment lists attached hereto and made a part hereof. Under the terms of AS 04.1.670, AS 04.11.360 (4)(B), and 3 AAC 304.107, the transferor/lender retains a security interest in the liquor license, and may, as a result, be able to obtain a retransfer of the license without satisfaction of other creditors.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a ORGANIZATION'S NAME

GWN Investments, LLC

OR 9b INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

**Boston Gourmet Pizza Restaurant & Sports Bar**  
**2830 C Street, Anchorage, Alaska**

**Equipment List**

*BEVERAGE DISPENSARY LICENSE No. 4180*

STORE: BOSTONS

DATE: DEC. 19 2005

PREPARED BY: DON MCMILLAN

FF&E	Category	Cost	Explanation	Vendor
1	Land Cost			
2	Building Cost		Does not incl. Site work	
	sub total #1	\$		
3	Kitchen Equipment	\$ 294,000.00	incl. KE Direct buys, Parting. And Install	Qual Serve, Hobart,
4	Cash Systems est.	\$ 62,000.00	8 TERMINALS	Post-Touch/IBM
5	Smallware est.	\$ 38,000.00		Sysco
6	TV's & Sound System	\$ 87,000.00	Plasma TV's	Verastile
7	Security System	\$ 8,000.00	Allowance based on a 6 store average	By Owner
8	Fixture Package	\$ 12,000.00	Furnished and Installed	Art Company
10	Food Artifacts	\$ 2,000.00		
11	Local Artifacts	\$ 3,000		
13	Furniture and Fixtures	\$ 31,000.00	Chairs, Table Tops and Bases, Coat Trees	Valley Metals, Midwest
14	Chalk Boards	\$ 4,200.00	graphics	Chalkboard Art
15	Ticker Tape	\$ 2,000.00	Optional	Owner Provided
16	Office Equipment	\$ 2,000.00		
18	Resto Furniture	\$ 7,000.00		Grossflex
19	Booth	\$ 1,200.00	Allowance based on a 6 store average	By Owner
20	Foot Control	\$ 2,000		
21	Papers	\$ 3,000.00		LARS or JTECH
22	Uniforms	\$ 6,000.00	Standard uniform order for new store	
23	Delivery Bags w chargers	\$ 1,000		Cook Tek
24	Washer Softner	\$ 2,000.00		Culligan
25	Washer / Dryer	\$ 1,000.00	Optional	
26	Soft Drink System	\$ 6,000.00		
27	Draft System	\$ 18,000.00	Two 6 head T towers with mug trailer	Partic
28	Beer Gas	\$ 500.00		
29	Patio plants	\$ 2,000.00	Allowance by owner	
30	Landscaping	\$ 4,000	inc. in contractors price	
31	Signage	\$ 81,000.00	All building signage w/movement sign	Approved Sign Vendor
32	Phone System	\$ 5,000.00	NEC Phone system (includes 8 phones & infra	National Account pricing - M
33	Phone system deposit			
34	sub total #2	\$ 666,000.00		
35	Architect fees			
36	Civil Engineer Cost			
	sub total #3	\$		
37	Inventory			
38	Working capital			
39	Contingency			
	sub total #4	\$		
<b>Total Avg Cost</b>		<b>\$668,000</b>		

THE INFORMATION CONTAINED HEREIN WAS OBTAINED FROM SOURCES THAT DYNAMIC PROPERTIES, INC. BELIEVES ARE RELIABLE, BUT WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE ACCURACY OF THE INFORMATION. BUYER MUST VERIFY THE INFORMATION AND BEARS ALL RISK FOR ANY INACCURACIES.

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***Boston Gourmet Pizza Restaurant & Sports Bar***  
***2830 C Street, Anchorage, Alaska***  
***Equipment List(Continued)***

- Dry storage shelving (1)
- Keg rack for beer cooler (3)
- Solid dish table with 3 compartment sink (1)
- Pizza prep with forced air refri (1)
- Nacho dessert counter (1)
- Refrigerated counter (2)
- S/S shelf with hanger bracket (1)
- Gas connector hoses (8)
- Glass rack shelf table (1)
- Heated cabinet (1)
- Freestanding warming drawer (1)
- 48" x 18" microwave shelf (1)
- Taylor slush machine (1)
- Wall mounted hand sink (3)
- Food warmer drop in electric (2)
- Garland cooker pans (14)
- 96" heat lamp (1)
- Hobart slicer (1)
- US range (1)
- Delfield undercounter cooler (1)
- Hoshizaki ice machine (1)
- Pre rinse faucet assembly (1)
- Garland range (1)
- Frymaster gas fryer (2)
- Prep counter (1)
- Beverage counter (1)
- Wall shelving Boss (2)
- Ice cream dipping cabinet (1)
- Panasonic microwave oven (3)
- Walkin shelving on casters (1)
- Walkin mod-a flex shelving (1)
- Freezer shelving BOS (1)
- Delfield undercounter freezer (1)
- Ecolab glass washer (1)
- Ecolab dishwasher (1)
- 2 compartment sink (1)
- Refrigerated equipment stand (1)
- Under bar counter (2)
- Bar cash stand (2)
- 6'6" x 36" counter (1)
- Spreader table (1)

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- 42" clean dishtable (1)
- Pass through shelf (1)
- Garland pasta station (1)
- Hobart mixer (1)
- Hobart plate holder assembly (1)
- Hobart shredder plate (1)
- Hobart vegetable slicer attachment (1)
- SO 6 electrical chase (1)
- Wall panel (1)
- 1 1/2" x 1 1/2' x 60" corner guard (13)
- 12" adaptor bar BOS (53)
- 20" adaptor bar BOS (2)
- Mixing faucet BOS (2)
- Control Valve (2)
- Add-on faucet (1)
- Mounted faucet deck (1)
- Water station drop in (1)
- Electronic Timer BOS (2)
- 12" faucet swing spout
- Edlund knife holder (2)
- Tong holder (1)
- Night cover bracket (1)
- Rack sliders (4)
- Edlund can opener (1)
- Horizontal chase & cap shelf (1)
- Lincoln oven (3)
- Frymaster large fry basket (1)
- Frymaster sediment trays (2)
- Lincoln oven accessories. (1)
- 24" order slide(1)
- 36" order slide (3)
- 48" order slide (5)
- Russell Gas hot plate (1)
- Clean racking shelf 42" x 20"
- Drop-in sink (1)
- Perlick back bar cooler (2)
- Solenoid mounted coil (2)
- Expand valve (2)
- Temp. control (2)
- Direct Frt Crown tonka
- Misc chalk boards
- Patio storage cabinet
- Posi touch 4 terminals order entry system
- Various blenders
- Glass froster (1)
- Pager system (1)

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- Phone systems 6 units
- Hot fudge dispenser (1)
- Coffee systems, grinders, holders etc. '
- Induction cookers (2)
- Plate warmer above counter
- Ice tea machine
- Security system with 7 cameras
- Misc office equipment
- Kitchen audio system
- Audio system, 3 areas, intercoms & mikes
- Drop safe (1)
- Washer & dryer(1)

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12 Morgan  
 Irvine, CA, 92618  
 Phone: (949) 350-7674  
 Fax: (949) 380-7644  
 E-mail: [er@cbs-posi.com](mailto:er@cbs-posi.com)  
 Web Site: [www.cbs-posi.com](http://www.cbs-posi.com)

\*\*\* INVOICE \*\*\*

JOB000040722

Page	1/2
Date	10/7/2008
Invoice Number	INV000053888

Ship to Boston Pizza-Anchorage  
 2830 C Street  
 Anchorage, AK, 99503

Bill To Boston Pizza-Anchorage  
 2830 C Street  
 Anchorage, AK, 99503  
 USA

Bill To #	Sales Person	Ship Via	Field Inv.	Reference	Terms	Date Due	Tech
BOS-1101	Randy Tripp-CORP			BOS-1101	Due on Delivery	10/7/2008	

Qty	Item #	Description	Unit Price	Ext. Price	Disc.	Tax	Ext.
1	001-2065	ePlc KDS Software 9	1,205.00	1,205.00	(323.75)		871.25
6	FLATLCD17IN-B	Flat Panel LCD Display 17"	339.00	2,034.00	(506.50)		1,527.50
1	IBMBCHPC	IBM ThinkCentre A55	1,494.00	1,494.00	(373.50)		1,120.50
1	ACRONIS 9.1	Acronis True Image 9.1 Corp Wriestr	0.00	0.00			0.00
1	FLATLCD17IN-B	* Flat Panel LCD Display 17"	0.00	0.00			0.00
1	PCANYWHERE V12	pcAnywhere Version 12	0.00	0.00			0.00
1	MODEXT56K	US Robotics 56K External	0.00	0.00			0.00
1	HRD DRV 160GB	Seagate Serial ATA-300 Internal Hard Drive 160GB	0.00	0.00			0.00
1	SATACABLE	Tripp Lite SATA Signal Cable 1.5ft	0.00	0.00			0.00
1	MEM1G-DDR	1GB, PC2700, 333MHz, 184 pin	190.00	190.00			190.00
2	MEM1G-DDR	1GB, PC2700, 333MHz, 184 pin	190.00	380.00			380.00
5	POWERVAR-.05	Powervar .65AMP	132.00	660.00	(105.60)		554.40
5	003-7002	QSR LCD Controller Bracket	34.00	170.00	(27.20)		142.80
5	003-7003	QSR LCD Power Supply Pocket	15.00	75.00	(12.00)		63.00
5	003-7005	QSR Bump Bar Bracket	34.00	170.00	(27.20)		142.80
5	003-7008	QSR Hardware Kit	10.00	50.00	(8.00)		42.00
6	125-8005	QSR ePlc Video Control Unit DE-4100 Windows CE	915.00	5,490.00	(1,207.80)		4,282.20
6	FPD 300CM	Flat Panel Display Articulating Arm -Clamp Mount	178.00	1,068.00	(170.88)		897.12
1	DUALVGSPLITTER	1ft SVGA Monitor Dual Splitter Cable	29.00	29.00			29.00
11.00	CONFIG	Set up, Config, and Installation	90.00	990.00			990.00
1.00	SANDH	Shipping and Handling	665.25	665.25			665.25

Continued on next page



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## Loan Service Instructions

This is your authorization to establish a Loan Service Account. We agree to the standard fees charged on this account. We herewith deposit with you the following and instruct you to disburse as herein directed. We understand that this is for information only and that the terms are according to the legal document being serviced.

Documents deposited:  Original  Copy

Promissory Note: Date: July 15, 2013  
 Deed of Trust: Document #: 2013-040771-0  
 Contract of Sale: Date: \_\_\_\_\_  
 Warranty Deed: \_\_\_\_\_ Special Warranty Deed: \_\_\_\_\_ Memorandum of Sale: \_\_\_\_\_  
 Title Insurance \_\_\_\_\_  
 Deed of Reconveyance (to follow)  MH Title  Bill of Sale  PCA  Original(s) to Follow

Who is responsible for paying Weststar's  Purchaser  Seller  Split

### Payment Information:

Interest: 5.00 % Interest Start Date: September 1, 2013  
 Late Charge: 213.55 % After 10 # of days  
 Maturity Date: August 31, 2021  
 1<sup>st</sup> Payment Due: September 1, 2013  
 Impound Type: \_\_\_\_\_ Taxes: \_\_\_\_\_ Insurance: \_\_\_\_\_  
 APN or TAX ID# \_\_\_\_\_  
 Insurance Co: \_\_\_\_\_  
 Policy #: \_\_\_\_\_ Renewal Date: \_\_\_\_\_

### Interest calculation based on:

360-day Periodic  365-day Daily  
 Beginning Balance: \$ 325,000.00  
 Principal & Interest: \$ 4,271.00  
 Impounds: \$ \_\_\_\_\_  
 Underlying Mortgage: \$ \_\_\_\_\_  
 Payer/Buyer Fee: \$ 12.50  
 Total Payment: \$ 4,283.50  
 Next Due Date: September 1, 2013  
 Receipt  E-mail  Paper (\$2.00)

Payee (Seller): GWN Investments, LLC  
 Address: 11940 Business Blvd Ste 200  
 City: Eagle River State AK Zip 99577

SSN# or TIN 40-000817  
 Phone # 258-833-5430  
 E-mail janicebeck@hotmail.co

Payee (Seller): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

SSN# or TIN \_\_\_\_\_  
 Phone # \_\_\_\_\_  
 E-mail \_\_\_\_\_

Payer (Buyer): Wicked Writer Enterprises, LLC  
 Address: 2830 C Street  
 City: Anchorage State AK Zip 99503

SSN# or TIN 45-2130434  
 Phone # \_\_\_\_\_  
 E-mail Brock.crossbar@gmail.

Payer (Buyer): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

SSN# or TIN \_\_\_\_\_  
 Phone # \_\_\_\_\_  
 E-mail \_\_\_\_\_

### Distribution of Funds:

Disburse: \$ 4,271.00 less applicable fees to:  
 Name: Northrim Bank  
 Address: Anchorage AK  
 Account or Loan #: 7101041270

Disburse: \$ \_\_\_\_\_ less applicable fees to:  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Account or Loan #: \_\_\_\_\_

Disburse: \$ \_\_\_\_\_ less applicable fees to:  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Account or Loan #: \_\_\_\_\_

*Please attach voided check*

List any special instruction not listed above:

## PROMISSORY NOTE

**Principal Amount:** \$325,000.00  
**Payment Commencement Date:** September 1, 2013

**Effective Date:**  
**Maturity Date:**

*July 15, 2013*  
August 31, 2021

FOR VALUE RECEIVED, WICKED WRISTER ENTERPRISES, LLC, an Alaskan limited liability company ("Borrower"), promises to pay to the order of GWN INVESTMENTS, LLC ("GWN") at GWN's principal place of business or at such other address as the holder hereof may from time to time designate in writing, the principal sum of Three Hundred Twenty Five Thousand and no/100 Dollars (\$325,000.00 – the "Principal Amount"), together with interest thereon from the Payment Commencement Date (defined above) at the rate of six percent (6%) per annum. Payments of principal and interest shall be due and payable in (i) equal monthly installments of Four Thousand Two Hundred Seventy One and 00/100 Dollars (\$4,271.00) beginning on the Payment Commencement Date and continuing on the first day of each and every consecutive month thereafter until the Maturity Date (defined above).

1. **CAPITALIZED TERMS.** All capitalized terms used but not defined herein shall have the meaning ascribed to such term in the Agreement for Assignment of Ground Lease, Lease of Building, and Sale of Personalty and Liquor License of even date herewith (the "Agreement").
2. **LATE PAYMENT.** If any payment shall not be paid when due and shall remain unpaid for ten business (10) days, Borrower shall pay an additional charge equal to five percent (5.00%) of the delinquent payment or the highest additional charge permitted by law, whichever is less.
3. **DISHONORED ITEM FEE.** GWN will charge Borrower a \$30 fee if a payment is dishonored.
4. **PREPAYMENT.** Borrower shall have the right, without penalty, to pre-pay any part or all of the unpaid principal balance due hereunder.
5. **GWN'S RIGHTS.** Upon the occurrence of any Default Event (as defined in the Agreement), GWN shall have the option to declare the entire amount of principal and interest due under this Note immediately due and payable without notice or demand, and GWN may exercise any of its rights under this Note or any other Contract Documents (as defined in the Agreement). If the entire unpaid principal balance of this Note is not paid on the Maturity Date, whether the Maturity Date occurs by acceleration as described in the immediately preceding sentence or otherwise, the outstanding principal balance of this Note shall thereafter bear interest at the rate of five percent (5.00%) per annum above the prime interest rate in effect from time to time as published by the Wall Street Journal (or any successor thereto), or fifteen percent (15.00%) per annum, whichever is higher, provided that such interest rate shall not exceed the maximum interest rate permitted by law.
6. **COSTS OF COLLECTION/ATTORNEYS FEES, ETC.** In the event any payment due under this Note is not made, or any obligation provided to be satisfied or performed under any instrument given to secure payment of the obligations evidenced hereby is not satisfied or performed, at the time and in the manner required under this Note, Borrower agrees to pay all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit and before or after the judgment) which may be incurred by GWN in connection with the enforcement of any of its rights under this Note or under any such other instrument, or any right arising out of the breach thereof, including but not limited to, reasonable expenses incurred in foreclosing on any property securing payment hereof, court costs, and reasonable attorneys' fees.
7. **GOVERNING LAW.** This Note shall be governed by and construed in accordance with the laws of the State of Alaska. If a dispute arises with respect to this Note, Borrower agrees that GWN may either elect to submit the dispute to the courts of Third Judicial District, State of Alaska or arbitration, and GWN's election shall be binding on Borrower. Should GWN elect to submit the dispute to arbitration, all disputes, claims and controversies between them, arising from the Note, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Commercial Rules of the American Arbitration Association in effect at the time the claim is filed. No act to take or dispose of any property securing this Note shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Note shall preclude GWN from seeking equitable relief from a court of competent jurisdiction.

8. **BORROWER'S WAIVER.** Borrower and all sureties, endorsers, guarantors and other parties now or hereafter liable for the payment of this Note, in whole or in part, hereby jointly and severally (i) waive demand, notice of demand, presentment for payment, notice of nonpayment, notice of default, protest, notice of protest, notice of intent to accelerate, notice of acceleration and all other notices, and further waive diligence in collecting this Note or in enforcing any of the security for this Note, (ii) agree to any substitution, subordination, exchange or release of any security for this Note or the release of any party primarily or secondarily liable for the payment of this Note, (iii) agree that GWN shall not be required to first institute suit or exhaust its remedies hereon against Borrower or others liable or to become liable for the payment of this Note or to enforce its rights against any security for the payment of this Note, and (iv) consent to any extension of time for the payment of this Note, or any installment hereof, made by agreement by GWN with any person now or hereafter liable for the payment of this Note, even if Borrower is not a party to such agreement.
9. **WAIVER OF JURY TRIAL.** BORROWER AND GWN, HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN GWN AND BORROWER ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN BORROWER AND GWN IN THE CONTRACT DOCUMENTS OR THE TRANSACTIONS RELATED HERETO. THIS PROVISION SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT OR MODIFY GWN'S ABILITY TO PURSUE ITS REMEDIES, UNDER THIS NOTE OR ANY OTHER CONTRACT DOCUMENTS.
10. **GENERAL PROVISIONS.** Time is of the essence. The acceptance of any payment after the occurrence of a Default Event shall not constitute a waiver of such right of acceleration with respect to any subsequent Default Event. GWN may delay or forego enforcing any of its rights or remedies under this Note without losing them. Upon any change in the terms of this Note, and unless otherwise expressly stated and agreed to in writing by GWN, Borrower shall not be released from liability. Borrower agrees that GWN may renew or extend (repeatedly and for any length of time) this Note or release any party, property or collateral; or impair, fail to realize upon or perfect GWN's security interest in any property or collateral. Borrower also agrees that GWN may modify this Note without the consent or notice to anyone other than the party with whom the modification is made. No renewal or extension of this Note, no release or surrender of any collateral given as security for this Note, and no delay in enforcement of this Note or in exercising any right or power hereunder, shall affect the liability of Borrower. The terms of this Note shall be binding upon Borrower and upon their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of GWN and its successors and assigns. If any term or provision of this Note shall be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall not affect any other term or provision of this Note. Borrower represents and warrants that (i) it has been represented in the signing of this Note by independent legal counsel, or has had the opportunity to be represented by independent legal counsel selected of its own free will and choice and (ii) it has had the opportunity to discuss the risks and legal implications associated with this Note.

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS NOTE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS NOTE MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS NOTE ONLY BY ANOTHER WRITTEN AGREEMENT.**

NOTICE PURSUANT TO AS 34.20.160:

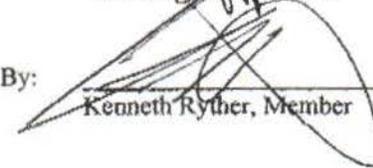
GWN HAS THE RIGHT TO SUE ON THIS NOTE AND OBTAIN A PERSONAL JUDGMENT AGAINST BORROWER FOR SATISFACTION OF THE AMOUNT DUE UNDER THIS NOTE WHETHER BEFORE OR AFTER A JUDICIAL FORECLOSURE OF THE DEED OF TRUST UNDER AS 09.45.170-09.45.220.

**BORROWER: WICKED WRISTER ENTERPRISES, LLC**

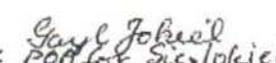
By:

  
Brock Lindgren, Member

By:

  
Kenneth Ryther, Member

By:

  
POA for Sig Jokiel  
Sig Jokiel Individually

Payment Receipt for Account 039-33797-0

**WICKED WRISTER PAYS GWN INV**

Payment received 4/13/2015

This Payment Receipt is for  
 GWN INVESTMENTS, LLC DON MCMILLAN, MANAGER  
 11940 BUSINESS BLVD, STE 200  
 EAGLE RIVER , AK 99577

(If you are not the person listed above, please contact Weststar Customer Service by replying to this e-mail.)

	This Payment	Year to Date
Payment Amount	4,283.50	17,134.00
Interest	1,471.55	5,664.68
Principal	2,585.90	10,992.22
Other Allocation	0.00	0.00
Borrower Fees	12.50	50.00
Lender Fees	0.00	0.00
Late Fees Paid	213.55	
Number of Pmts	1	
No. of Days Interest	33	
Accrued Interest	0.00	

	Before Payment	After Payment
Account Balance	271,271.18	268,685.28
Due Date	4/1/2015	5/1/2015
Interest Paid Through	3/11/2015	4/13/2015

Direct Deposit Information	
Amount	4,271.00
Payable to	GWN INVESTMENTS, LLC
Bank Name	NORTHRIM BANK
Bank Account Number	Account Ending in 1270

This receipt was sent to jombeck@hotmail.com

LAST PAYMENT MADE!

07146NBA\_BRIAN 0006

### Terms and Conditions Governing Loan Servicing

Weststar Loan Servicing agrees to act as a Loan Servicing Agent for the parties pursuant to this Loan Servicing Agreement. In accepting this Loan Service and designating Weststar as Loan Servicing Agent, the parties hereto mutually agree to the following terms and conditions:

1. The duties and responsibilities of Weststar are limited to those expressly set forth in this Agreement. No party shall have the right to change or modify this Loan Servicing Agreement (except the Payer under the contract or note may change where their payment is disturbed by written notice to Weststar) unless such change or modification is in writing executed by all parties to the Loan Servicing Agreement.
2. Weststar shall not be responsible or liable for the sufficiency, accuracy, or correctness of the form, manner of execution, execution, or validity of any paper, instrument or document deposited hereunder, or any description of property or other thing therein. Weststar shall not be liable in any respect on account of the identity, authority, or rights of the persons executing or delivering, or purporting to execute or deliver any paper, instrument or document. In addition, it is agreed and understood by the parties hereto that Weststar will not be called upon to construe any contract or instrument deposited herewith.
3. All of the undersigned parties to this Agreement hereby jointly and severally promise and agree to indemnify and hold harmless Weststar from and against all costs, damages, judgments, attorneys fees, expenses, obligations and liabilities of any kind which Weststar may incur or suffer in connection with or arising out of this Loan Servicing, except such as may be caused by Weststar's gross negligence. Weststar is hereby given a lien and a contractual right to set off upon and against all rights, titles and interest of each of the undersigned in all loan serviced money, property, paper, instruments, documents and all monies arising therefrom to protect Weststar's rights to indemnification and reimbursement under this Agreement. This right to set off may be exercised at Weststar's sole option without notice to the parties hereto or any party interest in this Loan Servicing.
4. In the event any conflict or controversy arises concerning this Loan Service or any conflicting demands are made upon Weststar arising out of or relating to this Loan Service, the parties hereto expressly agree and consent that Weststar shall have the absolute right at its sole option, to either (a) withhold all money, property, paper instruments or documents deposited herewith and stop all further proceedings in, and performance of this Loan Service until a mutual agreement has been reached between all parties hereto, intersplead suit, or in the event any party interest in the Loan Servicing Agreement files an action against Weststar, Weststar shall be fully released and discharged from all obligations imposed upon it in this Loan Servicing Agreement. IN the event a suit is brought by or against Weststar, the parties to this Loan Servicing jointly and severally agree to pay Weststar all costs, expenses and reasonable attorney's fees which it may expend or incur in such action.
5. As a controlling part of the consideration for the acceptance of this Loan Service, it is agreed that Weststar shall not be liable for any of its acts or omissions done in good faith nor shall it be liable for any claims, demands, losses or damages made, claimed or suffered by any party to this Loan Service, except such as may arise through or be caused by Weststar's gross negligence.
6. Weststar has the right to change its fees from time to time.
7. The parties hereby direct Weststar to send a reminder notice to the Purchaser/Payer, should any payment become more than 15 days past due, or as otherwise specified [ ]. The fee for performing this service shall be paid by the Purchaser/Payer in accordance with Weststar's current fee schedule.  
[ ] The parties DO NOT require an automatic notice.
8. Weststar shall be entitled to recover its reasonable attorney's fees incurred in responding to any writ or levy served upon it, which attorney's fees may be satisfied out of the monies due to the party whose interest in the Loan Service has been garnished, levied or otherwise attached.
9. In consideration of Weststar remitting payments without writing for checks or drafts to be honored by the institution upon which they are drawn, the Seller agrees to hold Weststar harmless from any loss sustained by reason of the dishonoring of said checks or drafts. In the event any check or draft is dishonored by the institution upon which it drawn, and Weststar has remitted such payments as directed herein, Seller shall return such payments to Weststar within five (5) business days from the date requested by Weststar.
10. Weststar may resign from its duties as Loan Servicing Agent by giving the parties sixty (60) days written notice. Weststar has the right to assign its duties as Loan Servicing Agent.
11. This Agreement shall be binding on all parties hereto, their heirs, legal representatives, successors and assigns.
12. Upon payoff and closing of this account, the parties direct that all payoff funds are made payable to Weststar and processed in the same manner as the payments made under the terms of the contract.

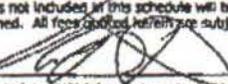
#### Escrow Service Fees Effective October 1, 2008 Fee Schedule below is subject to change

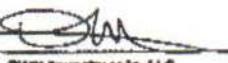
Fees include service for safekeeping receipts, year-end statement, coupon book and 1098 reporting. If paid by the Payer, will be added to the payment. Payer's fees are deducted from proceeds of the payment. Fees based on twelve escrow payments annually and will be deducted from money received when due.

Set-up Fee	\$ 50.00
Setup Fee with Impounds	\$ 75.00
Transaction Fee with one ACH Direct Deposit:	
Monthly	Up to \$25,000 balance \$ 6.50
	Up to \$100,000 balance \$ 8.50
	Balance over \$100,000 \$ 12.50
Quarterly	\$ 30.00
Semi-Annual	\$ 60.00
Annual	\$ 120.00
Payments in excess of \$5,000 require special handling and are subject to additional fees.	
Each Additional ACH Direct Deposit	\$ 1.00
Disbursement by Check on Additional Paper Receipts	\$ 5.00
Each Additional Paper Receipt	\$ 2.00
Each Additional Paper Receipt	\$ 2.00
Collection for Taxes and/or Insurance	\$ 5.00
Receipt by E-mail	No Charge
Annual Statement	No Charge
Monthly Developer Reports	No Charge

<b>Other Fees:</b>	
License/Permit Transfer	\$ 100.00
Payoff	\$ 25.00
Termination/Default/Mutual Consent	\$ 75.00
Returned Item (payer)	\$ 35.00
Partial Release (payer)	\$ 50.00
Reinstatement	\$ 75.00
Amendment/Modification/Adjustment/Changes to Contract	\$ 50.00
Assignment/Assumption	\$ 75.00
Security Assignments (payee)	\$ 50.00
Research Requests (minimum one-quarter hr)	Per hr 30.00
Research Copy Charge (per copy)	\$ 1.00
Stop Payment Fee	\$ 23.00
Replacement/Additional Coupon Book	\$ 2.00
History Statement	\$ 5.00
Audit Reports/Credit Verification/Fees	\$ 10.00
Inactive Accounts Held in Safekeeping (per year)	\$ 50.00
Writ of Attachments	\$ 35.00
Certified Mail Fee	\$ 8.50
Late Notice	\$ 2.00

Fees for services not included in this schedule will be charged at a minimum rate of \$50.00 per employee hour. All fees are collected in advance of services performed. All fees quoted herein are subject to change without notice.

Payer (Buyer)   
 Payer Name Wicked Whistler Enterprises, LLC  
 Payer (Buyer) Ken Ryther  
 Payer Name

Payee (Seller)   
 Payee Name GWR Investments, LLC  
 Payee (Seller) Don McMillan  
 Payee Name



THE STATE  
of **ALASKA**

GOVERNOR BILL WALKER

Department of Commerce, Community,  
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD  
550 W. 7<sup>th</sup> Avenue, Ste 1600  
Anchorage, Alaska 99501  
Main: 907.269.0350  
TDD: 907.465.5437  
Fax: 907.334.2285

**MEMORANDUM**

TO: Robert Klein, Chair and  
Members of the Board

FROM: Cynthia Franklin  
Director, ABC Board

DATE: November 10, 2015

RE: Kay's Family Restaurant License  
#4970

This is an application for a transfer of ownership from Yuk's, LLC to World of Gen-X, Inc. Yuk's, LLC was transferred the license less than one year before the date of this proposed transfer, implicating 3 AAC 304.175(d) which authorizes the board to deny the transfer based on the short time frame between transfers.

Date current license activated: July 13, 2015

Date of transfer application: September 28, 2015

Issues for the Board: Should the board, in its discretion, deny the transfer of the license because it is within one year from the previous transfer of the same license, as authorized by 3 AAC 304.175(d)?

Policy Considerations: The policy behind the regulation is to prevent speculation on population limited licenses. A competing policy is the board's need to know exactly who is operating the license and that the licensee is operating the license.

Limited License Implicated? No. This is an REP license in Anchorage, which has available REP licenses and has not topped out is limit.

Recommendation: Approve transfer of the license as encouraging license owner operation of license is desirable when license is clearly not being transferred for speculative purposes due to availability of similar licenses in Anchorage.



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Anchorage, Alaska 99501  
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Fax: 907.334.2285

**MEMORANDUM**

TO: Robert Klein, Chair and  
Members of the Board

FROM: Cynthia Franklin  
Director, ABC Board

DATE: November 10, 2015

RE: Lavelle's Bistro License #727

This is an application for a AS 04.11.400(k) relocation of an existing beverage dispensary license to a hotel that contains a restaurant or eating place in the Fairbanks North Star Borough and into the City of Fairbanks. The determination that the Fairbanks North Star Borough's population supports 400(k) transfers was made in April, 2015 based on a legal determination of population for the purposes of the requirements in 400(k). This is the first application for relocation of license in FNSB to reach the board.

Period of Relocations: First decade of relocations will be April 1, 2015- March 31, 2020.

Number of Relocations: This is the first of a total of three relocations allowed by AS 04.11.400(k) in this decade.

LGB Approvals: Approvals for the relocation have been received from Fairbanks North Star Borough and the City of Fairbanks.

Recommendation: Approve relocation of license and count this relocation as the first of three relocations permitted by AS 04.11.400(k) in the Fairbanks North Star Borough before March 31, 2020.



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Department of Commerce, Community,  
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ALCOHOLIC BEVERAGE CONTROL BOARD  
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Anchorage, Alaska 99501  
Main: 907.269.0350  
TDD: 907.465.5437  
Fax: 907.334.2285

**MEMORANDUM**

TO: Robert Klein, Chair and  
Members of the Board

FROM: Cynthia Franklin  
Director, ABC Board

DATE: November 10, 2015

RE: Northshore Ale House #1563

The board renewed this BDL (tourism) with conditions. At the last meeting, the board tabled consideration of a potential violation of the conditions at the request of the licensee's attorney. The attorney stated that a license transfer application was imminent and requested that the matter be tabled to the November 19, 2015 meeting. The licensee and his attorney pledged that the license would not be operated before the transfer application was filed, and to our knowledge have not operated the license in the interim. However, no transfer application has been received.

Recommendation:

Table consideration of the license until such time as a completed transfer application is received on the condition that the license not be operated in the interim.



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Fax: 907.334.2285

**MEMORANDUM**

TO: Robert Klein, Chair and  
Members of the Board  
FROM: Cynthia Franklin  
Director, ABC Board

DATE: November 10, 2015  
RE: Pagoda Chinese Restaurant  
License #2851

This is an application for a AS 04.11.400(k) relocation of an existing beverage dispensary license to a hotel that contains a restaurant or eating place in the Fairbanks North Star Borough and from the City of North Pole into the City of Fairbanks. The determination that the Fairbanks North Star Borough's population supports 400(k) transfers was made in April, 2015 based on a legal determination of population for the purposes of the requirements in 400(k). This is the second application for relocation of license in FNSB to reach the board.

Period of Relocations: First decade of relocations will be April 1, 2015- March 31, 2020.

Number of Relocations: This is the second of a total of three relocations allowed by AS 04.11.400(k) in this decade.

LGB Approvals: Approvals for the relocation have been received from Fairbanks North Star Borough, City of North Pole and the City of Fairbanks.

Recommendation: Approve relocation of license and count this relocation as the second of three relocations permitted by AS 04.11.400(k) in the Fairbanks North Star Borough before March 31, 2020.



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TDD: 907.465.5437  
Fax: 907.334.2285

## MEMORANDUM

TO: Robert Klein, Chair and  
Members of the Board

FROM: Cynthia Franklin  
Director, ABC Board

DATE: November 10, 2015

RE: Three Amigo's Mexican  
Restaurant License #4350

This is an application for late renewal of a license that expired at midnight, February 28, 2015. In conjunction with the renewal request, the licensee has paid for and is requesting a first waiver of operations. The licensee has submitted a letter explaining the lack of renewal.

In July of 2014, an application for transfer was filed to transfer the license from Victor Hurtado and Jose Diaz to Abraham Gallo. The transfer was protested and a lien was filed. The transfer was never completed and lay dormant in delegated status awaiting action by the applicant. In October, 2015, the staff was contacted by Abraham Gallo who wanted to continue with the transfer. By this time Gallo had paid off the lien. Hurtado has applied for late renewal and his letter indicates that he thought the transfer had gone through and he was no longer on the license. Hurtado and Gallo both indicate in their letters that Gallo bought the license from Hurtado and has invested a substantial sum of money.

Date License Expired: February 28, 2015

Date of Renewal Application: November 6, 2015

Applicable law: AS 04.11.540 states that if a complete application for renewal has not been filed by February 28, the license expires at 12:00 midnight on February 28. 3 AAC 304.160€ states that if a license has expired for failure to file a complete application, the board will consider a written request to reinstate if the request is accompanied by a complete application, all required fees and penalty fees and proof of good cause for failure to file and pay by February 28.

Application received: Yes, Hurtado submitted a completed application accompanied by all required fees and penalty fees. Hurtado included a written statement explaining the failure to renew which the board can examine to determine if good cause exists to renew the license at this late date.



**Additional Issue:** Both Hurtado and Gallo's letters indicate that the license was not operated in 2015. If the board chooses to renew and reinstate the license it must grant a first waiver of operations for 2015. All waiver and late fees have been paid.

**Applicable Law:** AS 04.11.540 and 3 AAC 304.160(e) and (f)

**Policy Considerations:** The board should encourage on time renewals and this renewal is extremely late. However, the lack of operation of the license is supportive of the reasons given for the lack of renewal. The law is designed to discourage continued operation of a license that has not been renewed and that is not the factual scenario before the board with this license.

**Recommendation:** Determine if good cause exists based on the letter from Hurtado. If the board finds good cause, renew and reinstate the license and grant the first waiver of operations.

November 6, 2015

Ms. Cynthia Franklin  
Director  
Alcoholic Beverage Control Board  
550 W 7th Ave #350  
Anchorage, AK 99501

Re: License Number 4350 – Victor Hurtado and Jose Diaz d/b/a Three Amigos  
Renewal and Transfer of License to Abraham Gallo

Dear Ms. Franklin,

I am respectfully asking the ABC Board to resurrect my beverage dispensary license, No. 4350, so that the transfer of that license to Abraham Gallo can be completed. Mr. Gallo has already paid me for the license, and also paid a \$43,000 lien against the License, and paid the remaining balance on the Note. However, I failed timely to renew the License.

I did not request timely renewal of the License, 4350, because I mistakenly believed that Mr. Gallo would be the person to renew it, since the transfer process had begun, and the appropriate application asking the ABC Board to approve the transfer had been filed. I now know that this is incorrect, and that only the current owner can request renewal until after the Board has approved the transfer to the new owner. I only learned recently that the transfer is not yet complete and has not been approved by the Board. The failure to apply for renewal was the result of a misunderstanding between Mr. Gallo and me about who needed to renew the License, and was entirely a mistake made in good faith.

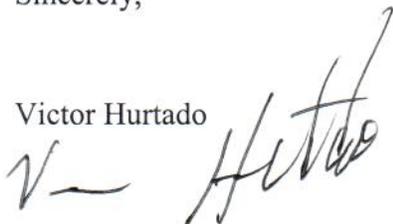
In addition, during this time, the License has not been operated, either by me (or Mr. Diaz), Mr. Gallo, or anyone on our behalf, and it was not leased to anyone. Since applying for the transfer (and before), the License has been dormant, and no one has profited from its use.

The completed Application, all required fees and penalty fees, paid by Mr. Gallo, are being (or have been) submitted. In addition, I believe good cause exists for the failure to file and pay by February 28, 2015, as set forth herein, and as further set forth in the enclosed letter from Mr. Amodio, which I understand has already been submitted to the ABC Board.

Accordingly, I respectfully request that the ABC Board resurrect my beverage dispensary license, No. 4350, so that Mr. Gallo will be able to complete the transfer. Unless the License is renewed, Mr. Gallo will lose his substantial investment (more than \$250,000) he has made to purchase the License.

Sincerely,

Victor Hurtado

A handwritten signature in black ink, appearing to read "Victor Hurtado", written over the typed name.

## Waiver of Operation Application

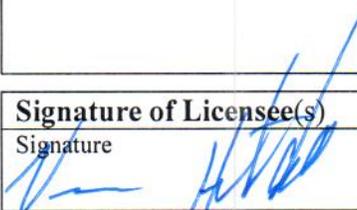
12901

License Information		Fees*	
Liquor License Number: 4350		Waiver Fee	\$ 1,250.00
License Type: Beverage Dispensary		Penalty (If applicable)	\$ 1,000.00
Local Governing Body: (City, Borough or Unorganized) Municipality of Anchorage		Total Submitted	\$ 2,250.00
Name of Licensee: Victor Hurtado & Jose Diaz		*The fee is non-refundable	
Doing Business As (Business Name) Three Amigos Mexican Restaurant		Telephone Number: 907 522-0100	
Mailing Address: 360 Boniface Pkwy A 30-31 Anchorage, AK 99504		Street Address or Location of Business 360 Boniface Pkwy A 30-31	
		City: Anchorage	

Waiver Request Information	
This waiver application is the: <input checked="" type="checkbox"/> 1 <sup>st</sup> Request <input type="checkbox"/> 2 <sup>nd</sup> Request <input type="checkbox"/> 3 <sup>rd</sup> Request <input type="checkbox"/> Other _____	
Waiver Request for Calendar Year: 2015	Is this license for sale? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**Explanation of the circumstances for non-operation of license. Include relevant information as to why the license was not operated, any future plans for operating the license and projected timelines. Attach additional sheets if necessary.**

Licensed Premises were closed and license is in the process of being sold/transferred to Abraham Gallo. Transfer Application pending before the ABC Board.

Signature of Licensee(s)	
Signature 	Signature
Name (Please Print) Victor Hurtado	Name (Please Print)
Date 11/6/2015	Date

NOV 6 '15 PM 1:01

Alcoholic Beverage Control Board  
2400 Viking Drive  
Anchorage, AK 99501

## Renewal Liquor License 2015/2016

(907) 269-0350  
Fax: (907) 334-2285  
<http://commerce.alaska.gov/dnn/abc/Home.aspx>

License is:  Full Year OR  Seasonal If seasonal, list dates of operation: \_\_\_\_\_

### SECTION A - LICENSE INFORMATION

<b>License Number:</b> 4350	<b>License Type:</b> Beverage Dispensary	<b>Statute Reference:</b> Sec. 04.11.090
<b>Local Governing Body:</b> Anchorage, Mun. of Other(Anch,Sit,Jno,Com.Car,WA)		<b>Community Council (if applicable):</b>
<b>Name of Licensee:</b> Victor Hurtado & Jose Diaz		<b>Doing Business As (DBA):</b> Three Amigo's Mexican Restaurant
<b>Mailing Address:</b> 360 Boniface Pkwy. A 30-31, Anchorage, AK 99504		<b>Street Address or Location of Premises:</b> 360 Boniface Pkwy. A 30-31
<b>Phone:</b> 907 522-0100	<b>Fax:</b>	<b>Email:</b>

### SECTION B - 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):

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	%	Mailing Address	Telephone Number

NOTE: If you need additional space, please attach a separate sheet.

**SECTION C – 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: Victor Hurtado Address: 360 Boniface Pkwy A 30-31 Phone: 907 522-0100	Applicant <input checked="" type="checkbox"/> Affiliate <input type="checkbox"/> Date of Birth: 05/01/1968	Name: Jose Diaz Address: 360 Boniface Pkwy A 30-31 Phone:	Applicant <input type="checkbox"/> Affiliate <input checked="" type="checkbox"/> Date of Birth: 01/16/1971
Name: Address: Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/> Date of Birth:	Name: Address: Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/> Date of Birth:

**SECTION D – SUPPLEMENTAL QUESTIONS**

Was your business open at least 30 days for 8 hours each day in 2013?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Was your business open at least 30 days for 8 hours each day in 2014?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>→ submitted waiver 11/6/15</i>
Has any person named in this application been convicted of a felony or Title 4 violation? If yes, attach a written explanation.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Has the licensed premises changed from the last diagram submitted? N/A CLOSED If yes, attach a new diagram with designated premises areas outlined in red.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**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.
- 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.
- As a licensee (sole proprietor or partner), I certify that I have received Alaska alcohol server training and my certification is currently valid.
- As a corporate/LLC licensee, I certify that all agents and employees who serve, sell, or are otherwise responsible for the service, sale, or storage of alcoholic beverages have received Alaska alcohol server training and their certification is currently valid. I further certify that certain shareholders, officers, directors, or members of the entity who are not directly or indirectly responsible for the service, sale, or storage of alcoholic beverages are not Alaska alcohol server training certified and will not be required to be certified.
- As a licensee, I certify that all of my agents and employees tasked with patron identification verification have received alcohol server training and their certification is currently valid.

License Fee	\$ 2500.00
Filing Fee	\$ 200.00
<b>TOTAL</b>	<b>\$ 2700.00</b>
Late Fee of \$500.00 – if received or postmarked after 12/31/2014	\$ 500.00
Fingerprint Fee – \$51.50 per person (only for new owners/members)	\$
<b>GRAND TOTAL</b>	<b>\$ 3200.00</b>

Licensee Signature <i>Victor Hurtado</i>	Printed Name & Title: Victor Hurtado, Licensee
Notary Signature <i>Monique Johnston</i>	Subscribed and sworn to before me this <i>16<sup>th</sup></i> day of <i>November</i>
Notary Public in and for the State of: <i>Alaska</i>	My commission expires: <i>6/17/2019</i>



Attachment to  
Liquor License Renewal Application  
License 4350

Q: Has any person named in this application been convicted of a Title 4 violation?

A: Yes.

In 2014, Victor Hurtado pled guilty to a violation of AS 04.16.150, Licensee Responsible for Alcohol Violations, a Class A misdemeanor, Case No. 3AN-13-12641 CR. A copy of the printout from Courtview is attached for reference.

Mr. Hurtado no longer operates a premises pursuant to this License (Three Amigos is closed), and Mr. Hurtado is selling the License, 4350, to Abraham Gallo, subject to ABC Board approval. Upon approval of the transfer, Mr. Hurtado will no longer have any involvement with License 4350.

**3AN-13-12641CR**

Case Type: Crim Dist Ct Misd (3AN)  
 Status Date: 11/28/2013  
 Case Judge: Not Assigned (3AN)  
 Next Event:

Case Status: Closed  
 File Date: 11/28/2013  
 DCM Track:

- All Information
- Party
- Charge
- Event
- Docket
- Financial
- Financial Dockets

**Party Information**

**Hurtado, Victor** - Defendant

DOB 05/01/1968  
 Disposition  
 Disp Date

Alias

Attorney/Bar Code	Phone Number
Ernouf, W Sherman (9806026)	(907)274-3385

**State of Alaska** - Prosecution

DOB  
 Disposition  
 Disp Date

Alias

Attorney/Bar Code	Phone Number
District Attorney (3AN) (DA3AN)	(907)269-6300

**Party Charge Information**

**Hurtado, Victor** - Defendant

Charge # 1 : AS0416150 - Class A Misdemeanor AS04.16.150: Licensee Resposns For Alcohol Violations

Original Charge AS0416150 AS04.16.150: Licensee Resposns For Alcohol Violations (Class A Misdemeanor)

Indicted Charge  
 Amended Charge

DV Related? No  
 Modifiers None  
 Stage Date 11/26/2013

ATN #	114146235
Tracking #	001
Date of Offense	02/18/2012 - 03/14/2012

Party Charge Disposition	
Disposition Date	05/20/2014
Disposition	Guilty Conviction After Guilty Plea

**Events**

Date/Time	Location	Type	Result	Event Judge
12/31/2013 09:00 AM	Courtroom B-1, Nesbett Courthouse	Arraignment: State District Court (Out of Custody)	Hearing Held	Arr Dist Ct Out of Custody, Block Judge:
02/10/2014 09:30 AM	Courtroom 204, Nesbett Courthouse	Pre-Trial Conference: District Court Criminal	Hearing Held	Rhoades, Stephanie L
03/24/2014 01:00 PM	Courtroom 38, Boney Courthouse	Motion Call	Hearing Continued	Kossler, Douglas H
03/27/2014 03:00 PM	Courtroom 204, Nesbett Courthouse	Trial Call: District Court Criminal	Hearing Vacated	Trial Call, Block Judge:
04/07/2014 01:00 PM	Courtroom 38, Boney Courthouse	Motion Call	Hearing Held	Kossler, Douglas H
				Rhoades, Stephanie L

**3AN-13-12641CR**

Case Type: Crim Dist Ct Misd (3AN)  
 Status Date: 11/28/2013  
 Case Judge: Not Assigned (3AN)  
 Next Event:

Case Status: Closed  
 File Date: 11/28/2013  
 DCM Track:

All Information	Party	Charge	Event	Docket	Financial	Financial Dockets
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**Party Charge Information**

**Hurtado, Victor** - Defendant

Charge # 1 : AS0416150 - Class A Misdemeanor AS04.16.150: Licensee Respons For Alcohol Violations

Original Charge AS0416150 AS04.16.150: Licensee Respons For Alcohol Violations (Class A Misdemeanor)

Indicted Charge

Amended Charge

DV Related? No

Modifiers None

Stage Date 11/26/2013

ATN # 114146235  
 Tracking # 001  
 Date of Offense 02/18/2012 - 03/14/2012

**Party Charge Disposition**

Disposition Date 05/20/2014  
 Disposition Guilty Conviction After Guilty Plea

<b>3AN-13-12641CR</b>
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Case Type: Crim Dist Ct Misd (3AN)  
 Status Date: 11/28/2013  
 Case Judge: Not Assigned (3AN)  
 Next Event:

Case Status: Closed  
 File Date: 11/28/2013  
 DCM Track:

All Information	Party	Charge	Event	Docket	Financial	Financial Dockets
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### Events

Date/Time	Location	Type	Result	Event Judge
12/31/2013 09:00 AM	Courtroom B-1, Nesbett Courthouse	Arraignment: State District Court (Out of Custody)	Hearing Held	Arr Dist Ct Out of Custody, Block Judge:
02/10/2014 09:30 AM	Courtroom 204, Nesbett Courthouse	Pre-Trial Conference: District Court Criminal	Hearing Held	Rhoades, Stephanie L
03/24/2014 01:00 PM	Courtroom 38, Boney Courthouse	Motion Call	Hearing Continued	Kossler, Douglas H
03/27/2014 03:00 PM	Courtroom 204, Nesbett Courthouse	Trial Call: District Court Criminal	Hearing Vacated	Trial Call, Block Judge:
04/07/2014 01:00 PM	Courtroom 38, Boney Courthouse	Motion Call	Hearing Held	Kossler, Douglas H
04/21/2014 09:30 AM	Courtroom 204, Nesbett Courthouse	Pre-Trial Conference: District Court Criminal	Hearing Continued	Rhoades, Stephanie L
05/20/2014 02:00 PM	Courtroom 27, Boney Courthouse	Change of Plea: District Court (Out of Custody)	Case Disposed	Washington, Pamela Scott
06/12/2014 03:00 PM	Courtroom 204, Nesbett Courthouse	Trial Call: District Court Criminal	Hearing Vacated	Trial Call, Block Judge:

**3AN-13-12641CR**

Case Type: Crim Dist Ct Misd (3AN)  
 Status Date: 11/28/2013  
 Case Judge: Not Assigned (3AN)  
 Next Event:

Case Status: Closed  
 File Date: 11/28/2013  
 DCM Track:

[All Information](#) [Party](#) [Charge](#) [Event](#) [Docket](#) [Financial](#) [Financial Dockets](#)

**Docket Information**

Date	Description	Docket Text	Amount
11/26/2013	Summons filed. Routed to judge for signature.	Summons filed. Routed to judge for signature.	
11/28/2013	Initial Charging Document Filed	Initial Charging Document Filed	
12/03/2013	Bail Amount:	Process Issued per Judge Clark Bail Amount (Warrants Only): Agency Issued to: AST Agency Location: Anchorage  Summons issued on: 12/03/2013 For: Hurtado, Victor	
12/30/2013	Consent to Misdemeanor Proceedings in Defendant's Absence	Consent to Misdemeanor Proceedings in Defendant's Absence	
12/30/2013	Return of Service	Return of Service Summons served on: 12/24/2013 For: Hurtado, Victor	
12/30/2013	Attorney Information	Attorney Information: Entry of Appearance filed Attorney Ernouf, W Sherman representing Defendant Hurtado, Victor as of 12/30/2013 W Sherman Ernouf (Attorney) on behalf of Victor Hurtado (Defendant)	
03/11/2014	Motion to Dismiss	Motion to Dismiss Attorney: Ernouf, W Sherman (9806026) Filing Party: Hurtado, Victor Case Motion #1	
03/12/2014	Order (no motion link)	Order vacating trial call and rescheduling case for motion call	
03/24/2014	Opposition to Motion	State's Opposition To Motion To Dismiss Attorney: Nobrega, Heather M (0006026) Case Motion #1: Motion to Dismiss	
04/07/2014	Reply	Reply to State of Alaska's Opposition to Motion to Dismiss Case Motion #1: Motion to Dismiss Attorney: Ernouf, W Sherman (9806026)	
04/14/2014	Order Denying Motion	Order Denying Motion Case Motion #1: Motion to Dismiss	
05/20/2014	Charge Disposition: Defendant Convicted on Charge	Charge Disposition: Defendant Convicted on Charge Charge(s) 1 disposed with a disposition of Charge Disposition: Defendant Convicted on Charge Charge #1: Originating - AS04.16.150: Licensee Respons For Alcohol Violations	
05/20/2014	Case Closed	Case Closed Case disposed with disposition of Guilty Plea After Arraignment on 05/20/2014	
05/20/2014	Police Training Surcharge	Police Training Surcharge Charge #1: Originating - AS04.16.150: Licensee Respons For Alcohol Violations	\$0.00

Date	Description	Docket Text	Amount
05/20/2014	Fine Due	Fine Due Charge #1: Originating - AS04.16.150: Licensee Respons For Alcohol Violations	\$0.00
05/20/2014	Sentencing Information	For sentencing information, see the Judgment in the case file.  Charge #1: Original - AS04.16.150: Licensee Respons For Alcohol Violations	
06/11/2014	Police Training Surcharge Transferred for Collection	Police Training Surcharge Transferred for Collection	
05/26/2015	Fine Transferred for Collection	Fine Transferred for Collection	

November 6, 2015

Ms. Cynthia Franklin  
Director  
Alcoholic Beverage Control Board  
550 W 7th Ave #350  
Anchorage, AK 99501

Re: Beverage Dispensary License Number 4350  
Victor Hurtado and Jose Diaz d/b/a Three Amigos  
Renewal and Transfer of License to Abraham Gallo

Dear Ms. Franklin,

I am writing to the ABC Board, even though attorney Thomas Amodio has already sent a letter on my behalf, to plead my case directly to you and the Board. (I understand his letter has already been submitted to the ABC Board.) I will also be appearing at the Board's November 19<sup>th</sup> meeting, when it considers the request to renew beverage dispensary License No. 4350. I respectfully request that the ABC Board resuscitate the License, 4350, and allow it to be renewed, so that its transfer to me can be completed. I believe I have satisfied all of the conditions or requirements necessary for its transfer. A copy of the Municipality's approval of my conditional use permit is also enclosed.

As my attorney has stated, I have spent a substantial amount of money in good faith to purchase this license, and believed that, once I completed all the necessary conditions, this Board would approve the transfer. I paid the following: \$110,000 to Victor Hurtado, the owner of the License; \$130,000; and \$42,587.79 to pay off a lien against the License. *See* enclosed receipts. I have also paid \$4,500 to the Municipality, \$300 to the municipal DHHS, and \$45 in recording fees. In addition, I recently paid the money, late fees and penalties, in the amount of \$5,450, for the renewal and waiver applications for the license. In total, therefore, I have spent more than \$290,000 for the transfer of this License. I will lose most or all of this money unless the Board resuscitates the License and allows it to be renewed, pending completion of its transfer to me.

You can therefore imagine my horror and dismay when I learned, just recently, that the current owner had not timely or properly renewed the license, thereby putting my substantial investment in jeopardy. Apparently, he thought I would be renewing it in conjunction with the transfer. At the same time, I thought he would be renewing it, or that no renewal was required because (1) a transfer application had already been filed, and (2) the license would remain valid until the transfer process had been completed. I now realize that I was mistaken and that, without the renewal being completed, I could lose my entire investment.

I also understand that, during this time, the License has not been operated, either by Mr. Hurtado (or Mr. Diaz), or by anyone on their behalf, and it was not leased to anyone.

Cynthia Franklin, Director  
ABC Board  
November 6, 2015  
Page 2

Furthermore, I have not operated it, nor has anyone on my behalf. Thus, since applying for the transfer (and before), the License has been dormant, and no one has profited from its use.

The completed Application, all required fees and penalty fees, paid by me, are being (or have been) submitted. In addition, I believe good cause exists for the failure to file and renew the License by February 28, 2015, as set forth herein, and as further set forth in the letter from Mr. Amodio.

Accordingly, I respectfully request that the ABC Board resurrect the beverage dispensary license, No. 4350, so that I will be able to complete the transfer. Unless the License is renewed, I will lose the substantial investment, more than \$290,000, which I made to purchase the License.

Sincerely,

  
Abraham Gallo

Enclosure

ABRAHAM GALLO  
PO BOX 111848  
ANCHORAGE, AK 99511-1848

3470

8-28-14

89-5/1252 3402  
1101298561

Pay to the  
Order of

*Sister vestada*

Date

*four thousand*

\$ 4,000

Dollars



Security  
Features  
Protects  
Data



Wells Fargo Bank, N.A.  
Alaska  
wellsfargo.com

For

*payment on the Superior Lease*

*A Gallo*

⑆ 125200057⑆ 1101298561⑆ 03470

**RECEIPT** DATE SEP-14-2012 No. 266960

RECEIVED FROM ABRAHAM GAILO \$ 130,000<sup>00</sup>

ONE HUNDRED THIRTY THOUSAND DOLLARS DOLLARS

FOR RENT  
 FOR LIQUOR LICENCE

ACCOUNT	
PAYMENT	<u>130,000<sup>00</sup></u>
BAL. DUE	

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM \_\_\_\_\_ TO \_\_\_\_\_  
BY [Signature] [Signature]

**RECEIPT**

DATE 10/10/14

No. 794214

RECEIVED FROM Abraham Gallo

\$ 50,000

Fifty thousand & 00/100 DOLLARS

FOR RENT  
 FOR Victor Hurtado

ACCOUNT	
PAYMENT	
BAL DUE	

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM

TO

BY

[Signature] [Signature]

# RECEIPT

DATE 4/21/15

No. 794282

RECEIVED FROM Abraham Gallo

\$ 20,000 -

Twenty thousand 00/100

DOLLARS

FOR RENT  
 FOR Victor Hurtado

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM \_\_\_\_\_ TO \_\_\_\_\_

BY [Signature]



Gallo's Administration &lt;gallostk@gmail.com&gt;

---

**Removal of Lien on License #4350**

1 message

---

Amanda Shawcross <ashawcross@eclawfirm.org> Mon, Oct 12, 2015 at 10:37 AM  
To: "Jane Preston (CED) Sawyer" <jane.sawyer@alaska.gov>, "Sarah D (CED) Oates" <sarah.oates@alaska.gov>  
Cc: "Sherman Ernouf (semouf@eclawfirm.org)" <semouf@eclawfirm.org>, Abraham Gallo <gallostk@gmail.com>, Renee Johnston <renee.gallos@outlook.com>

Jane & Sarah,

I am writing to advise we wish to remove the lien from BDL license #4350 the 3 Amigos old license. We have received payment in the amount of the lien \$42,587.79 placed on file.

Please call if you have any questions and or concerns.

Thank you  
Amanda

Amanda Shawcross  
Office Manager & Book Keeper  
Law Offices of Ernouf & Coffey, P.C.  
3606 Rhone Circle, #110  
Anchorage, Alaska 99508  
Phone: (907) 274-3385  
Fax: (907) 274-4258  
ashawcross@eclawfirm.org

This electronic message and any attachment contain information from The Law Offices of Ernouf & Coffey, P.C. that may be privileged and confidential. The information is intended for the use of the addressee (s) only. If you are not the intended addressee, note that any disclosure, copying, distribution, or use of the contents of this message or any attachment is prohibited. If you have received this message in error, please contact me at ashawcross@eclawfirm.org or by calling (907) 274-3385.

# RECEIPT

DATE 10/7/15

FROM CALMO # 15348

Cheque  
\$13,097.17

forty three thousand ninety seven dollars

FOR RENT  
 FOR 3 amigos linen release funds

ACCT.		
PAID		
DUE		

CASH  
 CHECK  
 MONEY ORDER

FROM \_\_\_\_\_ TO \_\_\_\_\_  
BY AB SQUAD

**NOTICE OF ZONING ACTION**

This notice announces that a zoning conditional use has been duly approved by the Municipal Assembly of the Municipality of Anchorage providing for the development of the herein described property in accordance with the provisions of the Anchorage Municipal Code of Ordinances and the terms and conditions of the zoning conditional use approval as set forth in the Municipal zoning file 2014-0178. Under the provisions of the specified ordinance the subsequent development of the subject property shall be in accordance with the terms of the approved zoning conditional use or any subsequent amendments hereto.

LEGAL: Within Martens Industrial Subdivision, Addition Number 1, Tract 2A-1, per Plat 2001-72, S.M. Anchorage Recording District, Anchorage, Alaska. Generally located north of West Dimond Boulevard and west of King Street, in Anchorage.

PETITIONER: Coyote Santo, LLC dba Coyote Santo

REQUEST: A resolution of the Anchorage Municipal Assembly APPROVING an alcoholic beverages conditional use for a beverage dispensary use and license number 4350, in the I-1 (light industrial) district for Coyote Santo, LLC dba Coyote Santo located at 135 West Dimond Boulevard, Suite G, Anchorage, Alaska.

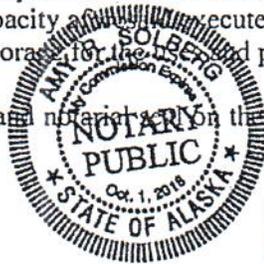
Attachment: Copy of Anchorage Municipal Assembly Resolution No. AR 2015-4.

*Jamie Heimfor*  
Municipal Clerk  
Municipality of Anchorage  
Assembly

STATE OF ALASKA )  
 )  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the 29 day of January, 2015 before me, the undersigned, a Notary Public in and for Alaska, personally appeared Barbara A. Jones, to me known to be the duly appointed Municipal Clerk of the Municipal Assembly and acknowledged to me that she had in her official capacity executed the forgoing instrument as an act and deed of the Municipality of Anchorage for the purposes therein stated.

WITNESS my hand and notary seal on the 29 day of January, 2015 in this certificate first above written.



*[Signature]*  
Notary Public in and for Alaska  
My Commission expires: 10/1/16

Submitted by: Chair of the Assembly at the  
Request of the Mayor  
Prepared by: Community Development  
Department  
For reading: January 13, 2015

CLERK'S OFFICE  
APPROVED

Date: 1-13-15  
Anchorage, Alaska  
AR 2015-4

COPY

1  
2  
3  
4  
5 A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY  
6 APPROVING AN ALCOHOLIC BEVERAGES CONDITIONAL USE FOR A  
7 BEVERAGE DISPENSARY USE AND LICENSE NUMBER 4350, IN THE I-1  
8 (LIGHT INDUSTRIAL) DISTRICT FOR COYOTE SANTO, LLC., DBA COYOTE  
9 SANTO; AT 135 WEST DIMOND BOULEVARD, SUITE G, WITHIN MARTENS  
10 INDUSTRIAL SUBDIVISION, ADDITION NUMBER 1, TRACT 2A-1, PER PLAT  
11 2001-72; GENERALLY LOCATED NORTH OF WEST DIMOND BOULEVARD  
12 AND WEST OF KING STREET, IN ANCHORAGE.

13  
14 (Taku/Campbell Community Council) (Case 2014-0178)

15  
16 THE ANCHORAGE ASSEMBLY RESOLVES:

17  
18 Section 1. A conditional use permit is hereby approved for a beverage  
19 dispensary use and license number 4350, in the I-1 (light industrial) district for  
20 Coyote Santo, LLC., dba Coyote Santo; at 135 West Dimond Boulevard, Suite G,  
21 within Martens Industrial Subdivision, Addition Number 1, Tract 2A-1, per Plat  
22 2001-72; generally located north of West Dimond Boulevard and west of King  
23 Street, in Anchorage. This conditional use generally meets the applicable  
24 provisions of Anchorage Municipal Code ch. 10.50, AMC (Old Code) 21.15.030,  
25 AMC (Old Code) 21.40.200B.1.k., AMC (Old Code) 21.50.020 and AMC (Old  
26 Code) 21.50.160.

27  
28 Section 2. This conditional use is approved subject to the following conditions:

- 29  
30 1. A notice of zoning action shall be filed with the State of Alaska Recorder's  
31 Office within 120 days of the Assembly's approval for this beverage  
32 dispensary license.  
33  
34 2. All uses shall conform to the plans and narrative submitted with this  
35 conditional use application. Service of alcoholic beverages is limited to  
36 only the hours of 11:00 am to 11:00 pm on Sunday through Thursday, and  
37 11:00am to 1:00 am on Friday and Saturday (including 12:00 am to 1:00  
38 am on Saturday and Sunday).  
39  
40 3. This alcoholic beverages conditional use approval is for a beverage  
41 dispensary use and license number 4350 in the I-1 (light industrial) district  
42 in accordance with AMC 10.50, AMC (Old Code) 21.15.030, AMC (Old  
43 Code) 21.40.200B.1.k., AMC (Old Code) 21.50.020 and AMC (Old Code)  
44 21.50.160 for a 3,840-square foot restaurant/bar, located at 135 West



COPY

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- Dimond Boulevard, Suite G, within Martens Industrial Subdivision, Addition Number 1, Tract 2A-1, per Plat 2001-72.
4. On-premise sale of alcoholic beverages may be seven days a week as permitted per Anchorage Municipal Code section 10.50.010. and Alaska Alcoholic Beverage Control Board requirements.
  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 13th day of January 2015.



ATTES

Dick Jones  
Chair

Barbara Jones  
Municipal Clerk

Municipal Clerk  
(Case 2014-0178; Parcel ID No. 013-071-54)

LICENSEE SANCTIONS UNDER AS 04.16.180						
Licensee	Business	License Number	Offense	Statute	Date of Board Meeting	Sanction
Gerald Berryman	H & H Lakeview Restaurant	3904	Allowing person under 21 to remain on premises.	AS 04.16.052(2)	12/1/2014	30 Days suspension of license with 16 days suspended. \$1,000 fine. Must have no new violations for 1 year.
Hong & Lees, Inc.	FuSions	598	Licensee responsible for violations	AS 04.16.150	10/8/2014	120 Days Suspension of License with 30 Days Suspended. \$10,000 Fine. Must have no new violations for 1 year.
Muffin Man & Company, Inc.	Café 817	4449	Responsibility of licensee, agents, & employees & Licensed premises	AS 04.21.030 & 3 AAC 304.185 (c)	7/8/14	30 Days Suspension of License with 30 Days Suspended. Must have no new violations for 1 year.
Latin Connection Entertainment, LLC	Club Soraya	4353	Adulteration / Misbranding / False Advertising	3 AAC 304.405	7/8/14	30 Days suspension of license with 15 days suspended. \$1,000 fine. Must have no new violations for 1 year.
UMFA Inc.	De Canter Inn	297	Failure to have proper alcohol server training	AS 04.16.150	7/8/14	30 Days Suspension of License with 30 Days Suspended. Must have no new violations for 1 year.

Licensee	Business	License Number	Offense	Statute	Date of Board Meeting	Sanction
Si Cha Sin	Nikko Garden	2069	Furnishing alcohol to persons under 21	AS 04.16.052(5)	7/8/14	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Young Hyon Kim	Sushi Garden, Inc. dba Kogi	5107	Responsibility of licensee, agents, & employees & Licensed premises	AS 04.21.030 & 3 AAC 304.185 (c)	4/29/14	30 Days Suspension of License with 23 Days Suspended. Must have no new violations for 1 year.
Tomio Demura	Old Power House Restaurant	4325	Responsibility of licensee, agents, & employees & Licensed premises	AS 04.21.030 & 3 AAC 304.185 (c)	12/10/2013	30 Days Suspension of License with 23 Days Suspended. Must have no new violations for 1 year.
Martin Moochan Kim	In & Out Bush Liquor #2	688	Furnishing alcohol to persons under 21	AS 04.16.052(5)	12/10/2013	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Jose Nanez	Chepo's Fiesta	2616	Furnishing alcohol to persons under 21 & Licensee responsible for violations	AS 04.16.052(5) & AS 04.16.150	12/10/2013	30 Days Suspension of License with 30 Days Suspended. Must have no new violations for 1 year.
Jimmy Zhou	Jimmy Sushi Restaurant	5033	Furnishing alcohol to persons under 21	AS 04.16.052(5)	10/2/2013	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.

Licensee	Business	License Number	Offense	Statute	Date of Board Meeting	Sanction
Kwang Su Yoon, SOE, LLC	Roma's	4595	Licensee responsible for violations	AS 04.16.150	10/2/2013	30 Days Suspension of License with 23 Days Suspended. Must have no new violations for 1 year.
Chong Pak	Seoul Gate Restaurant	4941	Licensee responsible for violations	AS 04.16.150	5/30/2013	30 Days Suspension of License with 30 Days Suspended. Must have no new violations for 1 year.
Anna Maria Markos Kaloumenou	Angelo's Restaurant	3458	Failure to have proper alcohol server training	04.21.025(c)	2/12/2013	30 Days Suspension of License with 30 Days Suspended. Must have no new violations for 1 year.
Francisco Barajas	Aztecs Sports Bar and Grill	5042	Furnishing alcohol to persons under 21	AS 04.16.052(5)	9/5/2012	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Arturo & Gloria Esparza	Las Margaritas	4752	Furnishing alcohol to persons under 21	AS 04.16.052(5)	5/16/12	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Duane LeFleur	Tustemena Lodge	207	Furnishing alcohol to persons under 21	AS 04.16.052(5)	2/21/12	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.

Licensee	Business	License Number	Offense	Statute	Date of Board Meeting	Sanction
Sivisay & Malada Vongsamath	Thai House Restaurant	4752	Furnishing alcohol to persons under 21	AS 04.16.052(5)	2/21/12	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Nancy Elkins	Creekside Liquor	1119	Furnishing alcohol to persons under 21	AS 04.16.052(5)	2/21/12	\$500 Fine. Must have no new violations for 1 Year.
John Pattee	Avenue Bar	1184	Conduct contrary to the best interests of the public		12/7/11	90 Days suspension of alcohol sales with 76 days suspended. \$2,000 fine. Must have no new violations for 1 year.
Sarah Lee Lo	Chiang Mai Ultimate Thai Restaurant	4459	Furnishing alcohol to persons under 21	AS 04.16.052(5)	12/7/11	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Levitta Lee Burks	Anchor Bar	61	Furnishing alcohol to persons under 21	AS 04.16.052(5)	5/24/11	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Gerald Berryman	H & H Lakeview Restaurant	3904	Furnishing alcohol to persons under 21	AS 04.16.052(5)	5/24/11	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.

Licensee	Business	License Number	Offense	Statute	Date of Board Meeting	Sanction
Peter & Sherryl Scott	Inn Café	4351	Failure to have proper alcohol server training	AS 04.16.150	3/24/11	30 Days suspension of alcohol sales with 30 days suspended. Must have no new violations for 1 year.
Wesley J. & Linda M. Sherrill	Moose Pass Inn	752	Furnishing alcohol to persons under 21	AS 04.16.052(5)	3/24/11	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Hye Suk Min	Peking Restaurant	4215	Furnishing alcohol to persons under 21	AS 04.16.052(5)	3/24/11	60 Days suspension of alcohol sales. \$3,000 fine.
Ming Tze Chen	168 E-Lu-Fa Restaurant	4936	Furnishing alcohol to persons under 21	AS 04.16.052(5)	12/13/10	45 Days suspension of alcohol sales with 38 days suspended. \$1,000 fine. Must have no new violations for 1 year.
Monica S. Wirtz	Peking Wok Restaurant	2813	Failure to have proper alcohol server training & allowing employee to work without alcohol server training.	AS 04.16.150	12/13/10	30 Days suspension of alcohol sales with 30 days suspended. Must have no new violations for 1 year.
Dennis Freeman	West Rib Café and Pub	3667	No server card, pricing and marketing violations	AS 04.16.052(5)	9/30/10	45 Days suspension of alcohol sales with 40 days suspended. \$1,000 fine for no server card. \$500 fine for pricing and marketing violations. Must have no new violations for 1 year.

Licensee	Business	License Number	Offense	Statute	Date of Board Meeting	Sanction
Fernando and Mary Nicolas	The Galley	1557	Furnishing alcohol to persons under 21	AS 04.16.052(5)	9/30/10	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. \$250 fine for having underage employees. Must have no new violations for 1 year.
Masahide & Kazuko Yamada	Yamaya Restaurant	3728	Furnishing alcohol to persons under 21	AS 04.16.052(5)	7/6/10	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Michael G. West	Dexter Roadhouse	1863	Furnishing alcohol to persons under 21	AS 04.16.052(5)	5/4/10	45 Days suspension of alcohol sales with 21 days suspended. \$1,000 fine. Must have no new violations for 1 year.
Nancy Ida Milani-Henson	Bush Bottle Inn	2729	Furnishing alcohol to persons under 21	AS 04.16.052(5)	5/4/10	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
James D. West	Board of Trade Saloon	144	Violation of Conditions imposed 2/26/10		9/30/10	35 Days previously suspended of the 45 days imposed to be served.

Licensee	Business	License Number	Offense	Statute	Date of Board Meeting	Sanction
Albert W. Gartz	Northern Liquors	785	Furnishing Alcohol to persons under 21	AS 04.16.150	2/26/10	45 Days suspension of alcohol sales with 38 days suspended. \$1,000 fine. Must have no new violations for 1 year.
Dong J. Yi	Tokyo Japanese Steakhouse	4731	Business name change without approval or transfer		2/26/10	\$2,500 fine.
Catarino & Maria Patricia Robles	Chico's Mexican Restaurant	4326	Furnishing Alcohol to persons under 21	AS 04.16.150	2/26/10	45 Days suspension of alcohol sales with 38 days suspended. \$1,000 fine. Must have no new violations for 1 year.
Howard & Chum Sim	Tips Bar	1142	Failure to have proper alcohol server training	AS 04.16.150	2/26/10	45 Days suspension of alcohol sales with 40 days suspended. \$1,000 fine. Must have no new violations for 1 year.
James D. West	Board of Trade Saloon	144	Allowing impaired person to serve alcohol. Allowing drunken persons to remain on premises.	AS 04.16.030 AS 04.16.040	2/26/10	45 Days suspension of alcohol sales with 35 days suspended. \$2,000 fine. Must have no new violations for 1 year.
Juan Carlos Macias	Agave Restaurant	4854	Furnishing Alcohol to persons under 21	AS 04.16.180(b)	11/19/09	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.

Licensee	Business	License Number	Offense	Statute	Date of Board Meeting	Sanction
Nohemi Reyes De Zambrano	La Fiesta Dos	3913	Failure to have proper alcohol server training	AS 04.16.150	7/14/09	30 Days Suspension of License with 15 Days Suspended
Filameno & Ana Bravos	El Chicano	3299	Furnishing Alcohol to persons under 21	AS 04.16.150	5/7/09	45 Days suspension of alcohol sales with 38 days suspended. \$500 fine. Must have no new violations for 1 year.
Carlos Carillo	Carlos' Fine Mexican Restaurant	3538	Furnishing Alcohol to persons under 21	AS 04.16.150	5/7/09	45 Days suspension of alcohol sales and \$2,000 fine. Must have no new violations for 1 year.
Deanna Peterson	FOE Aerie #4200	3133	Violating municipal ordinance (smoking)	AS 04.16.150	11/6/08	35 Days suspension of alcohol sales with 30 days suspended. \$1,000 fine.
Mayo	How How, Inc.	3796	Furnishing Alcohol to persons under 21	AS 04.16.150	8/28/08	45 Days suspension of alcohol sales with 30 days suspended. \$2,000 fine.
Minas Charalambous	Froso's	1540	Failure to have proper alcohol server training	AS 04.16.150	8/28/08	45 Days suspension of alcohol sales with 40 days suspended. \$1,000 fine.
Gary & Franchesca Cogdill	Big Lake Liquor	118	Furnishing Alcohol to persons under 21, and failure to have proper alcohol server training	AS 04.16.150	7/10/08	45 Days suspension of license with 38 days suspended. \$1,000 Fine.
Russell Wimmer, Jr.	Mendeltna Creek Lodge	2579	Furnishing Alcohol to persons under 21	AS 04.16.150	7/10/08	45 Days suspension of license with 38 days suspended. \$500 Fine.

Licensee	Business	License Number	Offense	Statute	Date of Board Meeting	Sanction
Hye Suk Min	Peking Restaurant	4215	Furnishing Alcohol to persons under 21	AS 04.16.150	7/10/08	30 Days Suspension of License. \$1,500 Fine.
Richard Solis	3 Amigos Restaurant	3811	Failure to have proper alcohol server training	AS 04.16.150	7/10/08	4 Days Suspension of License.
Tuyen & Tran Thuy Dinh	Airport Restaurant & Lounge	3759	Failure to have proper alcohol server training	AS 04.16.150	7/10/08	4 Days Suspension of License.
C. Scott Bald & Carol Lallatin	Marina Restaurant	3021	Failure to have proper alcohol server training	AS 04.16.150	7/10/08	4 Days Suspension of License.
Konstantinos Kanaras	Appollo Restaurant	3230	Failure to have proper alcohol server training	AS 04.16.150	7/10/08	4 Days Suspension of license with 4 days suspended.
Dana Ma	Fu Do	4109	Furnishing Alcohol to persons under 21	AS 04.16.150	4/17/08	45 Days suspension of license with 38 days suspended.
Barbara Abbott	Tundra Lodge and R/V Park	1176	Furnishing Alcohol to persons under 21	AS 04.16.150	4/17/08	45 Days suspension of license with 35 days suspended. \$1,000 Fine.
Dennis Selman	Club Paris	258	Furnishing Alcohol to persons under 21	AS 04.16.150	4/17/08	45 Days suspension of license with 38 days suspended. \$1,000 Fine.
Si Cha Sin	Nikko Garden	2069	Furnishing Alcohol to persons under 21	AS 04.16.150	7/11/07	30 Days suspension of license with 15 days suspended. \$1,000 fine with \$500 suspended.
Jennifer Lee	New Peking Chinese Restaurant	3239	Furnishing Alcohol to persons under 21	AS 04.16.150	4/18/07	45 Days suspension of license with 38 days suspended. \$500 Fine.

Licensee	Business	License Number	Offense	Statute	Date of Board Meeting	Sanction
James S. Yang	Mr. D's	2457	Failure to have proper alcohol server training	AS 04.16.150	4/18/07	7 Days suspension of license and \$500 fine.
Tami Kilbourn	Sunset Strip	1098	Furnishing Alcohol to persons under 21	AS 04.16.150	4/18/07	7 Days suspension of license (all 7 days suspended) and \$500 fine.
Carlos Carillo	Carlos' Fine Mexican Restaurant	3538	Furnishing Alcohol to persons under 21	AS 04.16.150	2/21/07	5 Days suspension of license. License suspension for alcohol sales only.
Benito Herrera	Jamico's Pizzeria	3889	Failure to have proper alcohol server training	AS 04.16.150	2/21/07	45 Days suspension of license with 38 days suspended. \$500 Fine.
Thomas Kirkman, Administrator	Craig Moose Lodge #1206	746	Furnishing Alcohol to persons under 21	AS 04.16.150	2/21/07	45 Days suspension of license with 38 days suspended. \$1,000 Fine.
James Bass	Bing Brown's	126	Failure to have proper alcohol server training	AS 04.16.150	11/29/06	1 Hour suspension of license.
John Riblett	Pizza Man	1533	Failure to have proper alcohol server training	AS 04.16.150	11/29/06	45 Days suspension of license with 38 days suspended. License suspension for alcohol sales only.
Sandra Ramos	Jalapeno's Mexican Restaurant	3766	Furnishing Alcohol to persons under 21	AS 04.16.150	11/29/06	45 Days suspension of license with 38 days suspended. License suspension for alcohol sales only. \$500 Fine.
Dennis Shaw	Salcha River Lodge	3487	Failure to have proper alcohol server training	AS 04.16.150	11/29/06	5 Days Suspension

Licensee	Business	License Number	Offense	Statute	Date of Board Meeting	Sanction
Alfred Sousa	Talkeetna Motel	1287	Furnishing Alcohol to persons under 21	AS 04.16.150	10/4/06	5 Days Suspension
Byron Yang	Golden Pond	2845	Furnishing Alcohol to persons under 21	AS 04.16.150	10/4/06	45 Days Suspension of License with 38 Days suspended, \$1,000 fine with \$500 suspended.
Itsuro Tamaki	Kumagoro Restaurant	2276	Failure to have proper alcohol server training	AS 04.16.150	10/4/06	45 Days Suspension of License with 38 Days suspended, \$1,000 fine.
Mary Lou Redmond	Diamond Jim's Package Store	2926	Furnishing Alcohol to persons under 21	AS 04.16.150	10/4/06	45 Days Suspension of License with 38 Days suspended, \$500 fine.
Ying Po Liu	Golden Shanghai	3467	Failure to have proper alcohol server training	AS 04.16.150	8/9/06	15 Days Suspension and \$1,000 Fine.
Charlampos Alefantinos	Bella Vista	107	Failure to have proper alcohol server training	AS 04.16.150	6/15/06	7 Days Suspension and \$1,000 fine.
Robert Clutts	Anchor River Inn	1309	Failure to have proper alcohol server training	AS 04.16.150	6/15/06	4 Days Suspension beginning 10/16/06.
Carlos Gomez	Pancho's Villa Restaurant	74	Furnishing Alcohol to persons under 21	AS 04.16.150	6/15/06	7 Days Suspension beginning 6/30/06 and \$500 fine.
Emmanuel Xeninkakis	Nero's Pizza	3369	Failure to have proper alcohol server training	AS 04.16.150	6/15/06	7 Days Suspension beginning 8/29/06 and \$500 fine.
Jose Nanez	Chepo's Fiesta		Failure to have proper alcohol server training	AS 04.16.150	6/15/06	7 Days Suspension and \$500 Fine.
Lewis T. Johnson	Galena Liquor Store	433	Licensee responsible for violations	AS 04.16.150	4/20/06	45 Days Suspension of License with 38 Days Suspended. \$500 fine

<b>Licensee</b>	<b>Business</b>	<b>License Number</b>	<b>Offense</b>	<b>Statute</b>	<b>Date of Board Meeting</b>	<b>Sanction</b>
Patricia Estrada	Mangia! Mangia!	4281	Furnishing Alcohol to persons under 21	AS 04.16.150	4/20/06	45 Days Suspension of License with 38 Days Suspended.
Marlene Marshall	Yukon Inn	1804	Licensee responsible for violations	AS 04.16.150	4/20/06	45 Days Suspension and \$1,000 fine.
Arturo Esparza	Las Margaritas	3363	Furnishing Alcohol to persons under 21	AS 04.16.051	2/9/06	30 Days Suspension of License with 15 Days Suspended
John Kartesz	Sheep Creek Lodge	1033	Furnishing Alcohol to persons under 21	AS 04.16.051	2/9/06	Licensee said he had sold business, but not transferred license. Board suspended licenses for package store (1032) & beverage dispensary (1033).



THE STATE  
of **ALASKA**

GOVERNOR BILL WALKER

Department of Commerce, Community,  
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD  
550 W. 7<sup>th</sup> Avenue, Ste 1600  
Anchorage, Alaska 99501  
Main: 907.269.0350  
TDD: 907.465.5437  
Fax: 907.334.2285

**MEMORANDUM**

TO: Robert Klein, Chair and  
Members of the Board

FROM: Cynthia Franklin  
Director, ABC Board

DATE: November 10, 2015

RE: Golden International #2106

This is a conviction of the licensee corporation for Responsibility of a Licensee, Agent or Employee under AS 04.21.030. An employee of the licensee, Kingdom Corp DBA Golden International, served an underaged buyer on April 27, 2014. The employee, Mary May, was convicted on not having her server card (the furnishing charged was dismissed as part of a plea bargain) and the corporation was subsequently charged with Responsibility of Licensee, Agent or Employee.

Date of sale to minor: April 27, 2014

Date Licensee charged: June 12, 2015

Date of conviction: August 21, 2015

Prior violations: This licensee has had four violations involving furnishing alcohol to a minor between 2006 and 2014. Each incident involved a different server.

Recommendation: Suspend license as sanction for conviction of licensee for minor being furnished with alcohol.

IN THE DISTRICT COURT FOR THE STATE OF ALASKA AT KENAI

JUDGMENT

State of Alaska vs. Defendant Kingdom Corporation APSIN 8392904 DOB DLN/ID ( ) CDL DL/ID ST Address PO Box 3902 Soldotna AK 99669

Case No. 3KN-15-00824CR ATN 114451047 CTN 001 Plea (X) Guilty ( ) No contest ( ) Not guilty Plea Agreement (X) Yes ( ) No ( ) Partial Trial ( ) Court ( ) Jury DOV 04/27/2015

DEFENDANT IS ADJUDGED:

- ( ) NOT GUILTY. It is ordered that defendant is acquitted and discharged. (X) GUILTY OF AS04.21.030: Responsibility of Licensee, Agent, Employee ( ) Amended Charge Class: A Misdemeanor ( ) Motor vehicle used in offense (AS 28.15.181(a)) ( ) Traffic safety corridor ( ) Highway work zone ( ) CMV offense: ( ) >26K lbs ( ) 15+ psgr ( ) hazmat ( ) DV offense per AS 18.66.990(3)&(5) ( ) Any appearance or performance bond exonerated ( ) Sex offender reg. required by AS 12.63.100 ( ) DISMISSED: ( ) Cr. R. 43(a) ( )

SENTENCE

SENTENCE IS IMPOSED AS FOLLOWS:

- 1. ( ) SUSPENDED IMPOSITION OF SENTENCE. Imposition of sentence is suspended and defendant is placed on probation subject to the conditions below. 2. FINE. \$ 1000 with \$ 1000 suspended. Due . Bail to fine \$ . ( ) Credit court-ordered program fees to fine, including ASAP, if proof of payment to court clerk by fine due date. 3. JAIL. days with suspended. A warrant for your arrest will be issued unless you contact Wildwood Pretrial Facility by to arrange remand, and you remand as arranged but no later than . 4. SURCHARGES. a. Police Training Surcharge due immediately: (X) \$50 (misd) ( ) \$10 (infrac/viol) ( ) None (fine under \$30) b. ( ) Initial Jail Surcharge of \$50 per case due now to AG's Office at 1031 W. 4th Ave., #200, Anch., AK 99501 c. ( ) Suspended Jail Surcharge of \$100 per case with \$100 suspended. Surcharge must be paid if probation is revoked and, in connection, defendant is arrested and taken to jail or sentenced to jail. 5. TREATMENT. a. ( ) ASAP. Report for treatment to ( ) Kenai ( ) ASAP ( ) within 10 days ( ) by . Complete recommended treatment. Pay all related costs. This may include residential treatment up to days plus required aftercare in addition to any jail time ordered above. b. ( ) Do not consume or buy alcohol for a period of days years from the date of this judgment. Any ID card issued per AS 18.65.310 must list the buying restrictions until the restriction expires. c. ( ) Complete ( ) state-approved DV intervention program ( ) anger management program ( ) mental health assessment. Follow all recommendations. Pay all fees. Submit quarterly compliance reports to Kenai District Attorney's Office ( ) and the court clerk. 6. COMMUNITY WORK SERVICE (CWS). Complete hours of CWS. Submit proof of completion to the court by . CWS is ( ) in lieu of jail ( ) condition of probation ( ) toward fine/surcharge at \$ per hour ( ) incomplete CWS converts to 3 hours of jail per CWS hour. 7. RESTITUTION. Make restitution ( ) as stated in the Restitution Judgment ( ) in an amount determined pursuant to Crim. R. 32.6(c)(2). Apply for PFD each year eligible until restitution is paid in full. Restitution will continue to be civilly enforceable after probation expires. 8. LICENSE ACTIONS. Surrender defendant's ( ) driver's ( ) license to the court immediately. Such license or privilege to apply for such license is ( ) revoked ( ) suspended for days years. ( ) A limited license is issued for days years with the following limits: 9. DNA. ( ) Defendant must give DNA sample if requested by an officer on state's behalf (AS 11.41 offense). 10. OTHER ORDER(S). Submit proof of compliance to ABC Board

CONDITIONS OF PROBATION

Defendant is placed on probation for 1 years (X) months, subject to the following conditions:

- 1. Comply with all direct court orders listed above by the deadlines stated. 2. Obey all laws. 3. ( ) Have no direct or indirect contact with . 4. ( ) Other.

Effective Date 8/13/15 I certify that I gave a copy of this judgment to:

- (X) DA (X) Def (X) Def Atty by In-Court Clerk on ( ) DPS ( ) Jail ( ) ASAP ( ) Parks (X) ABC (X) Med ( ) JS/ASTCOR ( ) DMV by mail to 1300 W. Benson Blvd., Anch., AK 99503 ( ) w/ surr. lic. # by Clerk/JA WJ on 8.21.15

( ) District Court Judge Sharon A.S. Illsley ( ) Magistrate Judge Martin C. Fallon (X) Magistrate Judge Jennifer K. Wells



# Alcoholic Beverage Control Board

## Incident Report

**Incident: AB14000540**

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**Incident Type:** Liquor Laws [LIQU]  
**Incident time:** 04/27/2014 12:53 -  
**Reported time:** 04/27/2014 12:53  
**Incident location:** 41776 STERLING HIGHWAY, SOLDOTNA, Kenai Peninsula Borough AK USA 99669 (Beat/zone: HDQF)  
**Incident status:** Closed by arrest  
**Summary:** On 04/27/14 at about 1253 hours, Golden International server Mary kathryn May furnished an alcoholic beverage to a person under 21 years of age, UB14-002; age 18. May had not taken an alcohol server education course at any point in her approximately 3 months of employment. May was issued summonses for furnishing alcohol to a person under 21 years of age and alcohol server education course and given a court date of 05/20/14 at 1330 hours, Kenai district court. A charge of Licensee responsible was also referred to the Kenai DAO on behalf of Kingdom Corporation.

### Incident Activities/Offenses

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- ABC - Compliance Check (covert)
- ABC - Issue Notice Of Violation (Licensee Response Required)
- Alcohol - AS04.16.052(5) - Furnish Deliver To Minor While Licensee Working on Premises
- Alcohol - AS04.21.025 - Failure To Maintain Alcohol Server Card
- Alcohol - AS04.21.030(1) - 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

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**GOLDEN INTERNATIONAL**

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**Classification:** Operator

**ID:** **Type:** Restaurant  
**Address:** 41776 STERLING HIGHWAY, SOLDOTNA, Kenai Peninsula Borough AK USA 99669  
(Beat/zone: HDQF)  
**E-mail:** No known E-mail  
**Telephone:**

## HU, JERRY CHI

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**Classification:** Interview; Mentioned in report  
**SID:** AK6410938 **DL:** 6410938 AK  
**Gender:** Male **DOB:** 08/04/1973  
**Height:** 6'0" **Weight:** 265lb **Build:**  
**Race:** Asian **Hair Color:** Black **Eye Color:** Black  
**Address:** 234 RIVER WATCH STREET, SOLDOTNA, Kenai Peninsula Borough  
AK USA 99669 (Beat/zone: HDQD)  
**E-mail:**  
**Telephone:** (Cellular phone) (907) 252-7661

## HU, YIHUI

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**Classification:** Interview; Operator  
**SID:** AK7393868 **DL:** 7268926 AK  
**Gender:** Female **DOB:** 06/13/1981  
**Height:** 5'8" **Weight:** 162lb **Build:**  
**Race:** Unknown **Hair Color:** Black **Eye Color:** Black  
**Address:** None  
**E-mail:**  
**Telephone:** (Cellular phone) (907) 252-0693  
**Telephone:** (Landline) (907) 262-7862

## HU, YING CHIH

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**Classification:** Interview; Licensee; Owner

**SID:** AK1003454                      **DL:** 1003454 AK  
**Gender:** Male                      **DOB:** 12/26/1942  
**Height:** 5'9"                      **Weight:** 170lb                      **Build:**  
**Race:** Asian                      **Hair Color:** Black                      **Eye Color:** Black  
**Address:** None  
**E-mail:**

### **KINGDOM CORPORATION, XX**

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**Classification:** Charged; Licensee

**SID:** AK8392904                      **DL:**  
**Gender:** Unknown                      **DOB:** 01/01/1901  
**Height:**                      **Weight:**                      **Build:**  
**Race:**                      **Hair Color:** Unknown or completely bald                      **Eye Color:** Unknown  
**Address:** None  
**E-mail:**

### **MAY, MARY KATHRYN**

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**Classification:** Arrested; Charged; Interview

**SID:** AK7822685                      **DL:** 7530598 AK  
**Gender:** Female                      **DOB:** 12/22/1985  
**Height:** 5'4"                      **Weight:** 150lb                      **Build:**  
**Race:** White                      **Hair Color:** Brown                      **Eye Color:** Green  
**Address:** 398 STARLITE LANE, SOLDOTNA, Kenai Peninsula Borough AK  
USA  
**E-mail:**  
**Telephone:** (Cellular phone) (907) 598-7710

### **Involved Addresses**

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- 41776 STERLING HIGHWAY / Incident location / SOLDOTNA, Alaska, USA 99669 (Beat/zone: HDQF)

## Involved Officers

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- Reporting unit / #ABCH ABC ENFORCEMENT STATEWIDE / ABC
- Reporting officer / #FRH0 HAMILTON, FRANCIS J / ABC

## Reports

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### Arrest report

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**Subject:** MAY, MARY KATHRYN / Arrested; Charged; Interview / DOB: 12/22/1985 (29)  
Gender: Female (398 STARLITE LANE, SOLDOTNA, Kenai Peninsula Borough AK USA  
(Cellular phone) (907) 598-7710 ) FBI: 675249DC2 DL:AK:7530598

**Author:** #FRH0 HAMILTON, F. **Report time:** 04/30/2014 12:16

**Charges:** (1) AS04.21.025 Failure To Maintain Alcohol Server Card ()  
(2) AS04.16.052(5) Furnish Deliver To Minor While Licensee Working on Premises  
( )

### Proposed Charges Report

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**Subject:** KINGDOM CORPORATION, XX / Charged; Licensee / DOB: 01/01/1901  
(114) Gender: Unknown

**Charges to be Considered:**

AS04.21.030(1) 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; : Adult; Inc: AB14000540; Offense Date:04/27/2014; : #FRH0 HAMILTON, F. ( )

### General report

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**Author:** #FRH0 HAMILTON, F.

**Report time:** 04/30/2014 12:21

**Narrative:**

OBSERVATION:

On 04/27/14 at about 1247 hours, Underage Buyer 14-002; age 18, herein referred to as UB, entered Golden International. At about 1253 hours, UB sent a text message essentially relaying that she was furnished a Coors Light beer, her ID was checked, her age was not asked and she had not yet paid. The ID shown was a valid military dependent card which has the date of birth on the back of the card in the upper left corner. It reads, "1995OCT01".

OFFICER ACTION:

At about 1256 hours, Investigator Hamilton and I entered Golden International. Inv Hamilton took a photo of UB sitting at a table with an open bottle of Coors Light in front of her. UB visually identified the server as a female that was standing directly behind us asking if we needed a bigger table. The server was then identified by her AK OL as Mary Kathryn May.

INTERVIEW: M. K. May

Conducted in a non-custodial manner. May stated that she remembered UB's ID but was not familiar with military IDs. She looked on the back of the ID and saw a very small date printed on the bottom center of the card that read something to the effect of 93oct. May then realized the small date she was looking at was not the date of birth, which is clearly printed and identifiable on the upper left hand corner on the back of the card. May also realized that even if she was looking at the 93oct print that UB would still not have been 21. May ultimately stated that she got the math wrong. May did not have proof of attending alcohol server training. She showed me a food worker's training card and said that she assumed that was an alcohol server training card as well. May indicated that her manager Yihui (Sharon) Hu hired her about 3 months ago and asked her if she had completed alcohol server training. May told Sharon that she had attended the training because she thought that the food worker's training was the same thing. May stated that Sharon never confirmed what training she had actually completed. May stated she had served alcohol in Virginia for 4 years prior to moving to Alaska 3 years ago and they did not require an alcohol server education course.

OFFICER ACTION:

May was issued summonses for furnishing an alcoholic beverage to persons under the age of 21 and alcohol server education course. A mandatory court date of 05/20/14, 1330 hours, Kenai District Court was assigned.

Golden International manager Sharon Hu also arrived at the establishment.

INTERVIEW: Yihui (Sharon) Hu

Sharon stated that May only works at Golden International part-time and has not been there long. Sharon said she had asked May for an alcohol server card and assumed that her experience in Virginia would qualify her to serve alcohol in Alaska. Sharon also stated that she has never verified if May in fact had completed any alcohol server training. Sharon said that she is only the manager and her mother and father-in-law (Ying Chin Hu) were the licensees. The official name of the licensee is Kingdom Corpoartion. Sharon said that her father-in-law was in the kitchen cooking. In essence, Sharon stated that she was not entirely familiar with the laws and regulations of Title 4 concerning alcohol server education.

INTERVIEW: Ying Chin Hu

Ying Hu said that he no longer has a valid alchol server card as he only cooks and does not serve alcohol. He allowed his alcohol server card to lapse sometime last year.

OFFICER ACTION:

During the course of the interviews, Sharon's husband also entered the establishment. He was identified as Jerry Chin Hu. Jerry made comments that his mother (licensee) does all of the paperwork for the

business and does not really understand the documents that she signs, including liquor license documents that require them to acknowledge they have an understanding of Title 4.

**INFORMATION:**

A charge of responsibility of licensees, agents, and employees was referred to the Kenai DAO on behalf of Kingdom Corporation.

On 04/27/14, UB completed 5 compliance checks. One establishment furnished UB an alcoholic beverage.

**EVIDENCE:**

Digital audio and photos. The Coors Light beer was left at the establishment.

**CASE STATUS:**

Closed. Summonses issued to May. A charge of responsibility of licensees, agents, and employees was referred to the Kenai DAO on behalf of Kingdom Corporation.



Alcoholic Beverage Control Board  
 2400 Viking Drive  
 Anchorage, AK 99501

Date: 04/30/14  
 Number AB14-0540  
 Page 1 of 1 Page

## Notice of Violation

(3AAC 304.525)

Licensee <b>Kingdom Corporation</b>	License Number <b>2106</b>	Type of License <b>Beverage Dispensary</b>
D.B.A. <b>Golden International</b> 41776 Sterling Hwy	How Delivered <input checked="" type="checkbox"/> Certified Mail # On-File <input type="checkbox"/> In Person	Law Enforcement Agency <b>Soldotna Police Department</b>
Street or P.O. Box <b>PO Box 3099</b>	City, State <b>Soldotna, AK</b>	Zip <b>99669</b>

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 receive an Accusation and Notice of your right to an Administrative Hearing.

**Note: This is not an accusation or a criminal complaint.**

**VIOLATION:** On 04/27/14 at about 1253 hours, Golden International server Kathryn May furnished an alcoholic beverage to a person under 21 years of age (age 18). Kathryn May has also been employed for approximately 3 months and has not attended an alcohol server education course. Manager Sharon Hu stated she never verified if May had completed an alcohol server education course while acknowledging that she knows all servers must complete the course within 30 days of employment. These are violations of Title IV.

Your attention is directed to **AS 04.16.052: Furnishing of alcoholic beverages to persons under the age of 21 by licensees, AS 04.21.025: Alcohol server education course and AS 04.21.030(1) Responsibility of licensees, agents and employees.**

**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: <b>Underage Buyer 14-002, F.R. Hamilton</b>
Filed By: <i>FR Hamilton</i>	Title: Investigator III



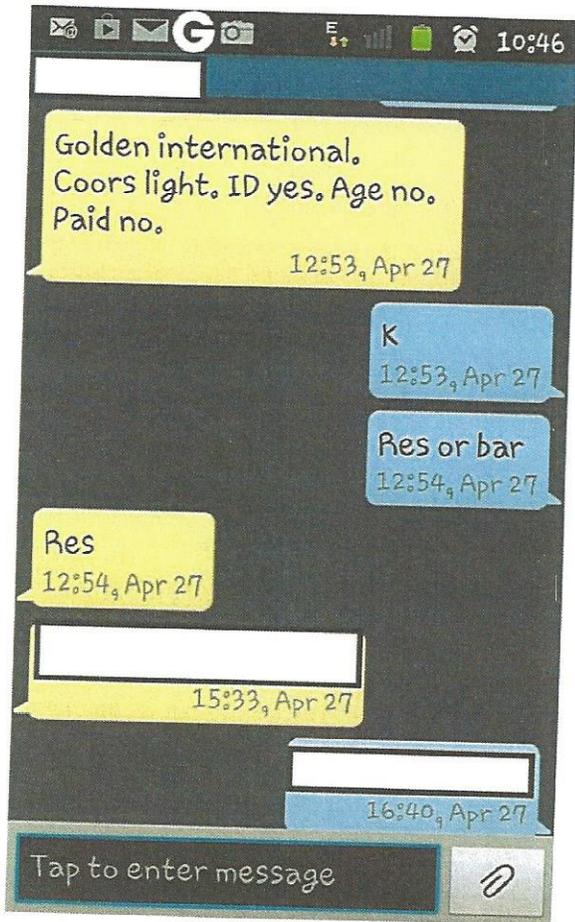
**UNITED STATES UNIFORMED SERVICES**

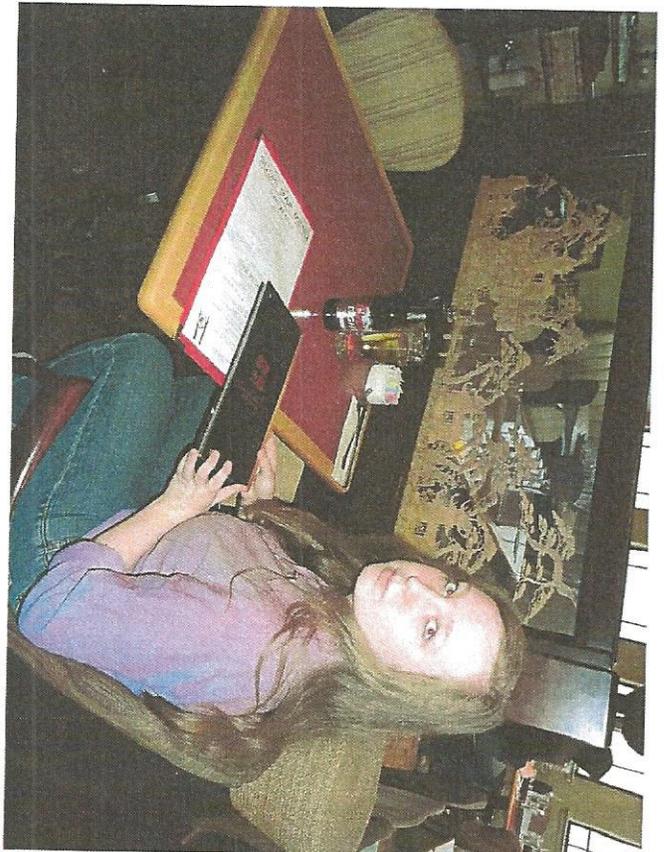
	EXPIRATION DATE 2016SEP30
	SPONSOR SERVICE / STATUS USAF/RET
SPONSOR RANK / PAY GRADE SMSGT / E8	DOD ID NUMBER <input type="text"/>
SIGNATURE <input type="text"/>	RELATIONSHIP CH
SPONSOR <input type="text"/>	AUTHORIZED PATROUNGE EXCHANGE COMMISSARY MWR

**IDENTIFICATION AND PRIVILEGE CARD**

DATE OF BIRTH 1995OCT01	BENEFITS NUMBER 005870966-02			
<input type="text"/>				
DATE OF ISSUE 2012OCT16	MEDICAL DIRECT: YES	CIVILIAN YES	EFF DATE 2012OCT16	EXP DATE 2016SEP30
<input type="text"/>				

DD FORM 1173 OCT 93 PROPERTY OF US GOVERNMENT OUSD(P&R) OCT 2005





TIME

~~NAME  
 ROSEMARIE BEZINA  
 LURFLUH  
 22 SEP 80  
 P. BOX 577 SLD  
 AF 11/10/6  
 18266~~

Ending Mileage

Date

Starting Mileage

Weather

Total Mileage

Vehicle

TIME

~~COORS EXPERTISE~~

IN AT 1247

1753 GOLDEN INTERNATIONAL  
 COORS LITE, ID YES, AGE NO

THOUGHT THAT, DID MATH WRONG

SERVED ALC FOR 4 YEARS

SERVING 10 YEARS (FOOD)

WORK HERE 2-3 MONTHS

3 YEARS

NO TAMS CARD

VIRGINIA SOLD ALC.

1315 (SHARON) YIHUI HU  
 AK # 7268926 6/13/81  
 PO Box 3902  
 SOLDOTNA, AK 99669  
 5'8" 162 lbs. BLK EYES  
  
 MANAGER, NAT LICENSEE  
  
 TAP # 120150  
 EXP: 8/14/16  
  
 PH # 907-252-0693  
 BIZ # 262-7867  
 KINGDOM CORPORATION  
 IS LICENSEE PO BOX 3019

Ending Mileage \_\_\_\_\_ Date \_\_\_\_\_  
 Starting Mileage \_\_\_\_\_ Weather \_\_\_\_\_  
 Total Mileage \_\_\_\_\_ Vehicle \_\_\_\_\_

TIME	DAD (LICENSEE)
	XINCH CHIN HU
	AK # 1003454
	12/16/42
	PO Box 3902
	SOLDOTNA, AK 99669
	243 RIVERWATCH
	(HUSBAND OF SHARON)
	JERRY CHI HU
	6410938 08/04/73
	PO Box 3902
	6'0" 280 lbs. BLK
	SOLDOTNA, AK 99669
	LEFT @ 1347

ALCOHOLIC BEVERAGE CONTROL BOARD  
UNDERAGE BUYER NOTES

ABC Case No. \_\_\_\_\_

Date: 4-27-14 Time In: \_\_\_\_\_ Time Sold: \_\_\_\_\_ Time Out: \_\_\_\_\_

Name of Business: Golden International

Store #: \_\_\_\_\_ Alcohol License #: 2106

Address: 41774 Sterling Hwy

CLERK DESCRIPTION

The seller is: (Height/Weight/Age are approximates) Name Tag: \_\_\_\_\_

Male ( ) Female () Hair Color dark blonde Eye Color \_\_\_\_\_

Height 5'4" Weight 120 Age 20s Glasses: Yes or  No

Wearing grey pants and black apron

PURCHASE

I purchased Coors Light, an alcoholic beverage and paid \$ 0.00  
Describe Alcohol Purchased

I was not questioned as to my age (INSERT WAS OR WAS NOT)

I was asked for my identification (INSERT WAS OR WAS NOT)

NOTES:

I entered the establishment at about \_\_\_\_\_ and was to sit anywhere I wanted. I sat down and the waitress asked if I wanted anything to drink, to which I said a Coors Light. She asked for my ID, and I presented it to her. She had trouble finding it and I told her it was on the back. She looked at it and said okay. She left and returned with the alcohol, and I asked for a menu. I texted Joe Hamilton and she came back with my menu. While waiting I get up to look at the buffet. When the investigators came in, I was photo graphed and gave them my ID. I then left.

I have read the above statement and all the facts are true and correct

Buyer # 14-002 Age 18 DOB: 10/01/1995

## Division of Corporations, Business and Professional Licensing

### Name(s)

Type	Name
Legal Name	KINGDOM CORPORATION

### Entity Details

**Entity Type:** Business Corporation

**Entity #:** 31491D

**Status:** Good Standing

**AK Formed Date:** 12/5/1983

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

**Next Biennial Report Due:** 1/2/2015

**Entity Mailing Address:** P.O. BOX 3902, SOLDOTNA, AK 99669

**Entity Physical Address:** MILE 91.5 STERLING HWY, SOLDOTNA, AK 99669

### Registered Agent

**Agent Name:** Robert C. Brink

**Registered Mailing Address:** 34735 CHINOOK RUN DRIVE, STERLING, AK 99672

**Registered Physical Address:** 34735 CHINOOK RUN DRIVE, STERLING, AK 99672

### Officials

AK Entity#	Name	Titles	Percent Owned
	Celia Hu	Director, Shareholder, Treasurer, Secretary	50
	Tom Hu	Director, President, Shareholder	50

### Filed Documents

Date Filed	Type	Filing	Certificate
12/5/1983	Creation Filing		
1/9/1987	Biennial Report		
1/30/1989	Biennial Report		
1/30/1991	Biennial Report		

Agency ID **ABCA** P **00355473**

Defendant MAY MARY KATHRYN  
Last First Middle Suffix

Plaintiff SOA/DLED Agency ABL Agency case # 782-AB14-0540

CITATION FOR  MINOR OFFENSE  MISDEMEANOR  AS 04.16.050(b) & (c) Minor Consuming

F&G Offense charged as strict liability violation  Yes  No

District Court at KENAI Judicial District: 3<sup>RD</sup> Court Case# \_\_\_\_\_

DOB 12/24/85 Age 25 Driver's Lic 7530598 State AK Class D APSIN ID 7822685  
Hair BRN Eyes GRN Race W Sex F Ht 5'4" Wt 140 Ph 548-7710 Wk Ph \_\_\_\_\_  
Res Addr 398 STARLITE LANE SOLDOTNA, AK 99609  
Mail Addr  Same 125 N. BRINKLEY ST. SOLDOTNA, AK Employer \_\_\_\_\_

Lic/Reg \_\_\_\_\_ St \_\_\_\_\_ Expires \_\_\_\_\_ Yr \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ ADF&G \_\_\_\_\_  
Commercial:  Over 10,000 lbs  Over 26,000 lbs  Over 15 psngr  HazMat DOT INSP# \_\_\_\_\_ USDOT# \_\_\_\_\_

Date 04/27/14 Time 1253 ATN 114 451 0348 CTN 001 Code \_\_\_\_\_  
Location 41776 STEELING HWY Loc. Code \_\_\_\_\_  Hwy Work Zone  Safety Corridor  
 Statute  Regulation  Ordinance  Adopted by reference Section AS 04.21.025 (c)  
Offense: ALCOHOL SERVER EDUCATION  
Over Limit \_\_\_\_\_ MPH in a \_\_\_\_\_ MPH Zone  Damage Only  Injury  Fatality  Commercial Fishing  
GOLDEN INTERNATIONAL RESTAURANT

Item(s) Seized that can be forfeited per AS 16.05.190, AS 04.16.205 or other statute/ordinance (list other statute/ordinance: \_\_\_\_\_):

Game Restitution amount for \_\_\_\_\_ taken illegally: \$ \_\_\_\_\_ AS 16.05.925(b) for mandatory appearance offense only.

**PENALTY** Driver License Points \_\_\_\_\_ Bail/Fine \$ \_\_\_\_\_ Surcharge \$ \_\_\_\_\_ Total Due \$ \_\_\_\_\_

I have probable cause to believe the defendant committed the above offense. I certify under penalty of perjury that the above information is true and that I **personally** served this citation on the defendant.

[Signature] Officer's Signature J. BANKOWSKI Officer's Printed Name JEBZ ID 04/27/14 Date Served on Defendant

**REQUIRED RESPONSE**

**MANDATORY COURT APPEARANCE.** You must appear on 05/20/14 at 1:30 AM (PM)  
**If you fail to appear:** For a misdemeanor or a minor consuming alcohol charge, a warrant will be issued for your arrest. For a minor offense, a default judgment will be entered against you as explained on the back of this citation.

Court's Physical Address: 125 TRADING BAY RD. KENAI, AK

**CORRECTABLE.** This citation will be dismissed if, within 30 days, you:

- Correct the defect and present the vehicle for inspection
- Show proof of a valid license
- Show proof of valid insurance

at any Alaska State Trooper Post or \_\_\_\_\_  
If you do not, you must pay online or fill out the back of this form and mail it **within 30 days** to: (court or city)

**OPTIONAL COURT APPEARANCE.** Within 30 days you must pay online or fill out the back of this form and mail it to:

(court or city mailing address) \_\_\_\_\_

**If you come to court, bring this citation with you. If you are under 18, you must bring your parent or legal guardian.**

Third Judicial District in Kenai, Alaska

State of Alaska,

)

Misdemeanor

Plaintiff )

Criminal Complaint

vs. )

No. \_\_\_\_\_ Cr.

Mary Kathryn May )

DOB/ 12/22/1985 )

ID/ 7822685 )

Defendant )

ATN: 114 451 038 )

VRA CERTIFICATION I certify that this document and its attachments do not contain (1) the name of a victim of a sexual offense listed in AS 12.61.140 or (2) a residence or business address or telephone number of a victim of or witness to any crime unless it is an address used to identify the place of the crime or it is an address or telephone number in a transcript of a court proceeding and disclosure of the information was ordered by the court.

DOMESTIC VIOLENCE OFFENSES Per AS 18.66.990(3) and (5)  
 ALL COUNTS  NONE  SPECIFIED BELOW

CTN 001  
FURNISHING OF ALCOHOLIC  
BEVERAGES TO PERSONS UNDER  
THE AGE OF 21 BY LICENSEES  
A.S. 04.16.052(5)

Complainant states that on or about the 27th day of April, 2014, at or near Soldotna in the Third Judicial District, State of Alaska, Mary Kathryn May, a licensee or an agent or an employee of the licensee, did with criminal negligence, while working on a licensed premises, furnish or deliver an alcoholic beverage to a person under the age of 21.

All of which is a class A misdemeanor offense being contrary to and in violation of A.S. 04.16.052(5) and against the peace and dignity of the State of Alaska.

CTN 002  
ALCOHOL SERVER EDUCATION COURSE  
A.S. 04.21.025(c)

Complainant states that on or about the 27th day of April 2014, at or near Soldotna, in the Third Judicial District, State of Alaska, Mary Kathryn May, a licensee, agent, or employee who sells or serves alcoholic beverages, did not complete an approved alcohol server education course within 30 days after being employed at a licensed liquor establishment.

All of which is a class A misdemeanor offense being contrary to and in violation of A.S. 04.21.025(c) and against the peace and dignity of the State of Alaska.

This complaint is based upon the statement of Underage Buyer UB 14-002; age 18, herein referred to as UB. UB was conducting an alcohol compliance check at the Defendant's place of employment, Golden International, a licensed liquor establishment in or near Soldotna, where the Defendant furnished UB a 12-oz bottled Coors Light, an alcoholic beverage. Further upon the statement of the Defendant that she did furnish UB the alcoholic beverage. When asked to provide proof of completing a recognized alcohol server education course, defendant stated that she has not attended a recognized alcohol server education course. Defendant stated she has been employed at the establishment for approximately three months. Finally, UB was a person whose age was verified by Investigator J. Bankowski, Alcoholic Beverage Control Board, prior to the furnishing and UB was working as an undercover operative for the Alcoholic Beverage Control Board.

I certify under penalty of perjury that the above information is true.

---

Signature of Complainant

Third Judicial District in Kenai, Alaska

State of Alaska,

Plaintiff

vs.

Kingdom Corporation

DOB/

ID/ 8392904

ATN: 114 451 047

Defendant

Misdemeanor  
Criminal Complaint

No. \_\_\_\_\_ Cr.

CTN 001

RESPONSIBILITY OF LICENSEES,  
AGENTS, AND EMPLOYEES

A.S. 04.21.030

VRA CERTIFICATION I certify that this document and its attachments do not contain (1) the name of a victim of a sexual offense listed in AS 12.61.140 or (2) a residence or business address or telephone number of a victim of or witness to any crime unless it is an address used to identify the place of the crime or it is an address or telephone number in a transcript of a court proceeding and disclosure of the information was ordered by the court.

DOMESTIC VIOLENCE OFFENSES Per AS 18.66.990(3) and (5)

ALL COUNTS  NONE  SPECIFIED BELOW

Complainant states that on or about the 27th day of April 2014, at or near Soldotna in the Third Judicial District, State of Alaska, Kingdom Corporation, did, as, a licensee, fail to exercise that degree of care that a reasonable person would observe to ensure that a business under the person's control is lawfully conducted.

All of which is a class A misdemeanor offense being contrary to and in violation of A.S. 04.21.030(1) and against the peace and dignity of the State of Alaska.

This complaint is based upon the statement of Investigator J. Bankowski, Alcoholic Beverage Control Board. A compliance check was being conducted at Golden International, a licensed liquor establishment which is owned by Kingdom Corporation. Kingdom Corporation is owned by Cecilia Hu and Tom Hu (Ying Chin Hu). As a result of failing the compliance check by serving an 18 year-old a beer, a violation of AS 04.16.052(5), the three-month server was found to not have any alcohol server education, a violation of AS 04.21.025(c). Ying Hu has been a licensee for multiple years. Ying Hu was asked to provide proof of alcohol server education. It was determined that Ying Hu had let his server education lapse sometime in the prior year, another violation of AS 04.21.025(c).

I certify under penalty of perjury that the above information is true.

Signature of Complainant (J. Bankowski)

IN THE DISTRICT COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT AT ANCHORAGE

STATE OF ALASKA, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 KINGDOM CORPORATION, )  
 )  
 Defendant. )  
 \_\_\_\_\_ )

No. 3KN-S15-00824 CR

TRANSCRIPT OF PROCEEDINGS

August 13, 2014 - Pages 2 through 7

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COP HEARING

BEFORE THE HONORABLE JENNIFER K. WELLS  
Magistrate

Kenai, Alaska  
August 13, 2014  
1:59 o'clock p.m.

APPEARANCES:

FOR THE PLAINTIFF:           NICHOLAS TORRES  
Assistant District Attorney  
District Attorney's Office  
120 Trading Bay Drive  
Suite 200  
Kenai, Alaska   99611

FOR THE DEFENDANT:         ERIC DERLETH  
Attorney at Law  
386 Heath Place  
Soldotna, Alaska   99669

P R O C E E D I N G S

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2 100

3 01:59:48

4 THE COURT: -- as 3KN-15-824, State of Alaska v. Kingdom  
5 Corporation. Mr. Derleth?

6 MR. DERLETH: Yes, Your Honor. Sharon Who is before you.  
7 She's the president of Kingdom Corporation and was at the time  
8 this incident occurred which was over a year ago but,  
9 essentially, she's going to plead on behalf of the corporation  
10 guilty and receive just a straight fine, all suspended,  
11 \$1,000, all 1,000 suspended, one year of probation, to obey  
12 all laws. That's it and if they're not already in compliance,  
13 they will provide to the ABC Board in Anchorage -- or I think  
14 it's in Anchorage or Juneau that they are -- Kingdom  
15 Corporation and Golden International Restaurant are in full  
16 compliance but they've already done that quite some time ago.  
17 They took care of it right away, over a year ago, and Ms. Who  
18 can explain that in a little more detail about letting go of  
19 the person that was the problem in getting TAM cards in line  
20 and there have been no compliance issues. ABC has not taken  
21 any action against their license, I don't believe. So they  
22 are in full compliance.

23 THE COURT: All right. Thank you. Mr. Torres, is this  
24 the state's understanding?

25 MR. TORRES: It is, Your Honor.

1 THE COURT: And, Ms. Who, is this your understanding?

2 MS. WHO: Yes. Uh-huh.

3 THE COURT: So do you understand that -- excuse me -- if  
4 you take the state's offer, that means you're giving up the  
5 right to fight this and you're giving up the right to require  
6 the state to prove this beyond a reasonable doubt at trial?

7 MS. WHO: Yes. Mm-hmm.

8 THE COURT: And if we'd had a trial, the state would have  
9 had to convince six jurors of the guilt of the corporation.  
10 If they couldn't do that, the corporation could not be  
11 convicted. Do you understand you're giving that up?

12 MS. WHO: Yes. Mm-hmm.

13 THE COURT: In that trial, you'd be able to look at,  
14 listen to and ask questions of witnesses, you'd be able to  
15 bring in your own witnesses, the corporation would be able to  
16 call its own witnesses. Do you understand you're giving all  
17 of that up?

18 MS. WHO: Yes. Mm-hmm.

19 THE COURT: Are you sick or under the influence of  
20 anything that would make hard to understand what's happening  
21 today?

22 MS. WHO: No.

23 THE COURT: Has anybody made threats or promises other  
24 than this offer to get you to do this?

25 MS. WHO: No. Mm-hmm.

1 THE COURT: Do you understand -- well, I guess the  
2 immigration consequences wouldn't apply to a corporation. Do  
3 you understand that if I accept these agreements, you would  
4 not be able to appeal them to another court?

5 MS. WHO: Yes. Mm-hmm.

6 THE COURT: The charging document does state a factual  
7 basis. Therefore, what plea would you like to enter to this  
8 crime of not living up to your responsibility of licensee,  
9 agent and employee?

10 MS. WHO: Guilty.

11 THE COURT: I'll accept the guilty plea, enter judgment of  
12 conviction, go on to consider the sentence. Mr. Torres, any  
13 comments in aid of sentencing?

14 MR. TORRES: Thank you, Your Honor. I'd invite the court  
15 to accept this agreement. It looks like, if anything, as you  
16 can tell from the all suspended fine that it's a bit of an  
17 educational experience, I think, for the restaurant and for  
18 the community at large and so I think this is an appropriate  
19 resolution and it -- judging from what Mr. Derleth has said, I  
20 doubt that Kingdom Corporation or that Golden International  
21 will be back again.

22 THE COURT: All right. Thank you. Mr. Derleth?

23 MR. DERLETH: Thank you, Judge.

24 MS. WHO: Thank you.

25 MR. DERLETH: The Who family has been running a restaurant

1 in this area for a very, very long time. Her husband I've  
2 known since he was a very little boy so they've been at this  
3 for decades. They've had no problems. This was an  
4 inadvertence and the father that she replaced as the  
5 president, that had already happened but -- so there was  
6 transition issues but they got on it immediately, fixed the  
7 problem immediately, have never had a problem before and have  
8 never had one since. I think this -- like Mr. Torres said,  
9 it's a good reminder to follow those laws very carefully.  
10 Title 4 is not to be toyed with.

11 THE COURT: Well said. So, Ms. Who, you do not have to  
12 say anything. Anything you'd like to add to your lawyer's  
13 comments?

14 MS. WHO: No. Thank you.

15 THE COURT: I'll accept the parties' agreement. There is  
16 a \$50 police training surcharge, \$1,000 fine, \$1,000  
17 suspended. The corporation is on probation for one year on  
18 the condition that it follow all court orders and obey all  
19 laws and submit proof of compliance to the ABC Board which  
20 sounds as though it has happened.

21 MS. WHO: Mm-hmm.

22 THE COURT: Anything else from either party?

23 MR. DERLETH: No, Your Honor. May we be excused?

24 THE COURT: Yes, thank you.

25 MR. DERLETH: That's it.

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MS. WHO: Okay.

MR. DERLETH: Hold on, if you have any questions, just give me a shout but there's really not anything else for you to do.

(Off record conversation)

(Off record)

02:04:02

END OF REQUESTED PORTION

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TRANSCRIBER'S CERTIFICATE

I, Linda S. Foley, hereby certify that the foregoing pages numbered 2 through 7 are a true, accurate, and complete transcript of proceedings in Case No. 3KN-S15-00824 CR, State of Alaska v. Kingdom Corporation, transcribed by me from a copy of the electronic sound recording to the best of my knowledge and ability.

October 4, 2015

\_\_\_\_\_  
Linda S. Foley, Transcriber