



## MEMORANDUM

TO: Bob Klein, Chair, and Members of the  
Alcoholic Beverage Control Board

DATE: April 3, 2018

FROM: Erika McConnell, Director

RE: 759 Brown Jug Mountain View

**Requested Action:** License renewal; hearing on requested conditions

**Statutory Authority:** AS 04.06.090(b): “The board shall review all applications for licenses made under this title and may order the director to issue, renew, revoke, transfer, or suspend licenses and permits authorized under this title.”

AS 04.11.480(a): “A local governing body may protest the issuance, renewal, relocation, or transfer to another person of a license by sending the board and the applicant a protest and the reasons for the protest within 60 days of receipt from the board of notice of filing of the application ... If an application or continued operation is protested, the board shall deny the application or continued operation unless the board finds that the protest is arbitrary, capricious, and unreasonable.”

AS 04.11.480(a): “The board shall consider a protest and testimony received at a hearing conducted under AS 04.11.510(b)(2) or (4) when it considers the application...”

AS 04.11.510(b)(2): “the board may, on its own initiative or in response to an objection or protest, hold a hearing to ascertain the reaction of the public or a local governing body to an application if a hearing is not required under this subsection; the board shall send notice of a hearing conducted under this paragraph 20 days in advance of the hearing to each community council established within the municipality and to each nonprofit community organization entitled to notification under AS 04.11.310(b);”

**Staff Rec.:** Renew with requested conditions

**Background:** The Municipality of Anchorage has requested that conditions be placed on this license, in accordance with AS 04.11.480(c), which states

A local governing body may recommend that a license be issued, renewed, relocated, or transferred with conditions. The board shall consider recommended conditions and testimony received at a hearing conducted under AS 04.11.510(b)(2) or (4) when it considers the application or continued operation, and the recommended conditions and the record of the hearing conducted under AS 04.11.510(b)(2) or (4) shall be kept as part of the board's permanent record of its review. If the local governing body recommends conditions, the board shall impose the recommended conditions unless the board finds that the recommended conditions are arbitrary, capricious, or unreasonable. If a condition recommended by a local governing body is imposed on a licensee, the local governing body shall assume responsibility for monitoring compliance with the condition, except as otherwise provided by the board.

The board is required to hold a hearing to consider the conditions, and the hearing shall be conducted under AS 04.11.510(b)(2). That section of statute requires that notice of the hearing be provided to the community council 20 days in advance of the hearing. Due to my error, AMCO did not provide notice to the Mountain View Community Council until 15 days before the hearing. The Mountain View Community Council has informed us that they waive their right to 20-day notice and accept 15-day notice.

A temporary license was issued on January 4.

Attachment: Municipality of Anchorage requested conditions  
Renewal application  
Mountain View Community Council waiver of 20-day notice



# Municipality of Anchorage

P.O. Box 196650 • Anchorage, Alaska 99519-6650 • Telephone: (907) 343-4316 • Fax: (907) 249-7533 <http://www.muni.org/assembly/license>

## Office of the Municipal Clerk Licensing

March 27, 2018

Ms. Sarah Oates  
Alaska Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Ave. Ste. 1600  
Anchorage, Alaska 99501

RE: Anchorage Assembly Action on Brown Jug-Mountain View LL# 759 & Brown Jug-West Mountain View LL#1561 Requesting License Conditions

Dear Ms. Oates:

The Anchorage Municipal Assembly at its regular meeting on **March 20, 2018** took the following final actions:

### **WAIVE OF PROTEST & LICENSE CONDITIONS REQUESTED** **Renewal Liquor License**

- **Package Store**

-Brown Jug-Mountain View LL#759 – *AR 2018-87 As Amended*

The Assembly respectfully requests that the Alcoholic Beverage Control Board place the conditions listed in Section 1 of Assembly Resolution AR 2018-87 As Amended, which is attached, upon the liquor license.

- **Package Store**

-Brown Jug-West Mountain View LL#1561 – *AR 2018-88 As Amended*

The Assembly respectfully requests that the Alcoholic Beverage Control Board place the conditions listed in Section 1 of Assembly Resolution AR 2018-88 As Amended, which is attached, upon the liquor license.

Any prior conditions placed on any license are to continue until specifically removed or amended. If you require additional information or if I can be of any assistance please call me.

Cordially,

Mandy Honest \   
Business License Official

CC: Liquor Stores USA North, Inc. – Via Email  
Dean Gates, Assembly Council – Via Email

**ANCHORAGE, ALASKA**  
**AR No. 2018-87, As Amended**

1 **A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY**  
2 **RECOMMENDING CONDITIONS BE IMPOSED BY THE STATE ALCOHOL**  
3 **BEVERAGE CONTROL BOARD UPON RENEWAL OF PACKAGE STORE**  
4 **LIQUOR LICENSE #759 FOR LIQUOR STORES USA NORTH, INC. DBA**  
5 **BROWN JUG-MOUNTAIN VIEW, LOCATED AT 119 KLEVIN STREET,**  
6 **ANCHORAGE AK, 99508.**  
7

---

8  
9 **WHEREAS**, Liquor Stores USA North, Inc. has made application with the Alaska  
10 Alcohol and Marijuana Control Office (AMCO), for consideration by the Alcoholic  
11 Beverage Control (ABC) Board, and has paid the required fee for renewal of  
12 package store liquor license #759 for Brown Jug- Mountain View, located at  
13 119 Klevin Street, Anchorage, Alaska 99508; and  
14

15 **WHEREAS**, the Assembly may recommend, under authority of state statute  
16 AS 04.11.480(c), that a liquor license be renewed with conditions, which the ABC  
17 Board must, after a hearing, impose unless it finds the conditions are arbitrary,  
18 capricious or unreasonable;  
19

20 **WHEREAS**, the Mountain View Community Council requested a public hearing  
21 before the Assembly to consider exercising its right to protest the renewal of license  
22 #759;  
23

24 **WHEREAS**, the Municipal Clerk provided more than 21 days' notice to the owner  
25 and/or authorized agent of license #759 of a public hearing scheduled for February  
26 27, 2018 and the opportunity for the owner to be heard and defend the renewal  
27 application at that time;  
28

29 **WHEREAS**, the Assembly held a public hearing on February 27, 2018, and received  
30 testimony that members of the community were concerned about:

- 31 • Sales of inexpensive alcohol products targeted by consumers who often are  
32 chronic inebriates or heavily consume alcohol in public, with careless  
33 disregard for littering;
- 34 • The accumulation of litter in the form of small plastic and glass bottle  
35 containers used for single serving alcoholic beverages in the area of  
36 119 Klevin Street where license #759 is located;
- 37 • The stocking of single serving alcoholic beverages targeted towards  
38 increasing sales to such consumers, and exacerbating the littering problem;
- 39 • The proximity of this location to Clark Middle School and another Brown Jug  
40 store from this location and exposure of children to the above described  
41 problems.  
42

43 **WHEREAS**, the Anchorage Assembly heard further testimony on March 20, 2018  
44 regarding this location and provided the owner of license #759 additional opportunity

1 to respond to the community and Assembly concerns; now, therefore,  
2

3 **THE ANCHORAGE ASSEMBLY RESOLVES:**  
4

5 **Section 1.** The Anchorage Assembly recommends conditions be imposed on  
6 package store liquor license #759 when renewed by the ABC Board as follows:  
7

8 Small single serving containers **and products** prohibitions:  
9

10 1. No single-serving of beer or malt beverage may be sold or offered for  
11 sale;

12 **(a)** in a container having a capacity of 18 ounces or less (or  
13 approximately 532 milliliters or less), **or**  
14

15 **(b)** **in cans or bottle containers of 42 ounces or less (including**  
16 **24 oz) with malt liquor with an ABV (alcohol by volume)**  
17 **content of 9.9% or more and under \$4.00.**  
18

19  
20 2. **No cheap wines or fortified wines less than \$6.00 may be sold or**  
21 **offered for sale.**  
22

23 3. **No six-packs of beer for less than \$6.00 may be sold or offered**  
24 **for sale.**  
25

26 4. **The package store shall be closed between 10 p.m. on Sundays**  
27 **through Thursdays and noon the following day, and between 11**  
28 **p.m. on Friday and Saturday and noon the following day. The**  
29 **store shall not open before noon daily.**  
30

31 5. No single-serving of an alcoholic beverage other than beer or wine  
32 may be sold or offered for sale in a container having a capacity of **375**  
33 **ml or less**~~[8 ounces or less (or approximately 236 milliliters or~~  
34 ~~less)].~~  
35

36 **6**[3]. These conditions do not prohibit the licensee from selling or offering  
37 to sell multiple containers packaged and attached together as a unit  
38 by the manufacturer. The licensee is prohibited from dividing a  
39 manufacturer's package containing more than one container of beer,  
40 malt liquor, wine or other alcohol beverage, in order to sell an  
41 individual container.  
42

43 **Other conditions recommended:**  
44

45 7. **All products sold as individual containers shall be labeled with a**  
46 **sticker or other identifying mark to identify the location of the**  
47 **point of sale.**  
48

49 8. **The licensee shall execute and comply with that Memorandum of**  
50 **Understanding (MOU) between Mountain View Community**



Council (MVCC) and Liquor Stores USA North Inc. DBA Brown Jug dated March 16, 2018, (attached hereto) and any reasonable successor agreement thereto mutually agreed upon by the parties; provided this condition will become null and void if the MOU is not ratified by the MVCC general membership as provided in Part 8 "Effective Date."

9. The conditions recommended by the Assembly herein shall only be applicable to license #759 while it is located at 119 Klevin Street in Anchorage. If the license is transferred to a different location all conditions shall be lifted from license #759; however this does not prevent the Anchorage Assembly from recommending the same or other conditions be imposed on the license at the time it reviews an application to transfer the location of license #759.

**Section 2.** This resolution shall be effective immediately upon passage and approval by the Assembly.

PASSED AND APPROVED by the Anchorage Assembly this 20th day of March, 2018.

  
Chair

ATTEST:

  
Municipal Clerk

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

**MEMORANDUM OF UNDERSTANDING  
BETWEEN MOUNTAIN VIEW COMMUNITY COUNCIL  
AND LIQUOR STORES USA NORTH INC. DBA BROWN JUG**

This Memorandum of Understanding (“MOU”) is made by and between Liquor Stores USA North Inc. (“Liquor Stores”) and the Mountain View Community Council (“MVCC”).

**RECITALS**

**WHEREAS**, Liquor Stores dba as Brown Jug operates two Brown Jug package stores at 119 Klevin Street and 131 S. Bragaw Street, within the Mountain View Community Council area in Anchorage, Alaska (“Klevin Store” and “Bragaw Store\_(Red Apple)” respectively, and collectively the “Brown Jug Stores”); and

**WHEREAS**, the MVCC, is an all-volunteer entity established by Anchorage Municipal Charter Article VIII Section 8.01, and AMC 2.40, that serves to represent the interests of the community council area, and differences have arisen between the parties hereto concerning the operations of the Brown Jug Stores; and

**WHEREAS**, on 2/27/2018 the Anchorage Assembly conditionally protested the renewal of the liquor licenses for the Brown Jug Stores pending the satisfactory resolution of the issues between the parties; and

**WHEREAS**, Liquor Stores and MVCC desire to work together to facilitate a mutually beneficial relationship, to address communications, and to implement a plan for problem-solving as it pertains to the Brown Jug Stores operations, and to voluntarily resolve the differences between the parties.

**NOW THEREFORE**, Liquor Stores and MVCC agree as follows:

**1. Purpose**

The purpose of this MOU is to establish a communication and problem solving plan and voluntary provisions regarding the operations of the Brown Jug Stores, and to document commitments by each party to be responsive and address community concerns, and to formally create a mutually beneficial working relationship between the parties.

**2. Problem Solving Process**

When the MVCC or its member residents, landholders, or businesses, or Liquor Stores raise issues of concern, these concerns will be conveyed to the other party’s designated point of contact, as laid out in this MOU. If the issue is not able to be resolved immediately and informally, The MVCC and Liquor Stores will take the following progressive steps to discuss the issue of concern:

- (a) Discuss the issue at the next regularly scheduled MVCC meeting;

- (b) Call an executive board meeting of the MVCC to discuss the issues. MVCC will provide Liquor Stores with a written explanation of the MVCC's concerns and proposed solution to the issues. Liquor Stores will respond to MVCC's proposal within fourteen (14) days where after the parties will meet to discuss the proposed solutions and will attempt to agree to a mutual solution to resolve the concern.
- (c) Revisit the issue at the next regularly scheduled MVCC meeting, or call a special MVCC meeting to discuss the issue;
- (d) Schedule a meeting between MVCC and Liquor Stores local senior leadership at a mutually convenient time;

### 3. **Liquor Stores Duties and Obligations**

Liquor Stores agrees to:

#### (a) **Relocate License and Close Bragaw (Red Apple) Store**

- (i) Liquor Stores will close the Bragaw Store (Red Apple) as soon as it is operationally possible (and inventory, personnel, relocation, etc. requirements are met) after Liquor Stores reaches a commercially reasonable agreement with the landlord, Hickel Investments ("Landlord") regarding termination of its lease.

#### (b) **Brown Jug Stores Operational Investments**

- (i) **Interior & Exterior Improvements:**

Liquor Stores agrees to invest up to \$25,000 for immediate improvements at the Klevin Store location. Some of those improvements will include:

- (1) Paint and polish of interior walls, new front counter, shelving, etc.
- (2) Exterior painting and upgrades requires permission by Lowell Shinn ("Klevin Landlord"). We have received approval to commence with the painting.
- (3) Completing the light exchange of all internal and external lighting to full LED lights.
- (4) Exterior security rolling shutters requires permission by Lowell Shinn ("Klevin Landlord"). We have received approval to commence with this security upgrade.

- (ii) **Operational Policies and Protocols:**



In an effort to identify and communicate re: transient customers between the Brown Jug Store locations and known gathering locations of groups of public drinkers, in the immediate vicinity, we will:

- (1) Compile a “Do Not Serve List” that contains the names of customers with shelter addresses (e.g. Brother Francis Shelter, panhandlers, etc) and this list will be enforced with staff.
- (2) Continue to enforce our “Zero Tolerance Policy”. Any Liquor Stores employee caught serving to a minor or individual suspected of demonstrating impairment behavior from drugs and/or alcohol is immediately dismissed from employment.
- (3) Install further security cameras, as reasonably necessary, to monitor areas adjacent to the Brown Jug Stores and will continue to provide Liquor Store employees real-time viewing and access to such footage to assist them with administering the “Do Not Serve” list as mentioned above.
- (4) Look at further investment, with the Anchorage Community Land Trust’s Ambassador Program, to increase frequency of patrols in the high foot traffic/congregation areas in the vicinity of the stores locations in an effort to breakup these crowds from gathering and to ensure safe passage for other community resident
- (5) Look at further investment pertaining to the Brown Jug internal Ambassador program as it pertains to in store activities such as IDing to keep minors and identified impaired customers and unwanted individuals from entering the stores.

**(c) Hour of Operations for Brown Jug Stores**

(i) Liquor Stores voluntarily agrees to the following hours of operations.

- (1) Sunday to Thursday - 12pm to 10pm (both Brown Jug Stores)
- (2) Friday & Saturday - 12pm to 11pm (Klevin Store)

(d) Friday & Saturday - 12pm to 12am (Bragaw Store - Red Apple)

**(e) Reduced Product Offerings and Marking**

(i) Liquor Stores will not sell, as soon as it is operationally possible, the following products at the Brown Jug Stores:

- (1) Liquor products less than 375ml. This includes shooter bottles/airplane minis and Micki’s.

- (2) All single serving (24oz & 42oz only) cans and bottles of Malt Liquor with an ABV (alcohol by volume) content of 9.9% or more and under \$4.
  - (3) Cheap wines or fortified wines less than \$6.00.
  - (4) No 6 packs of beer less than \$6.00.
  - (5) Glass bottles of product if plastic container options, locally, are available.
- (ii) Liquor Stores will place a sticker or identifying mark on all single bottle items sold at the point of sale.
- (f) **Waste Management**
    - (i) Liquor Stores will eliminate the use of plastic grocery bags at the Brown Jug Stores on or before April 6<sup>th</sup>, 2018.
  - (g) **Community Communication/Engagement**
    - (i) Liquor Stores senior leadership (currently Erika Wilburn) and a store manager, selected by Liquor Stores, will attend monthly MVCC meetings.
    - (ii) Liquor Stores senior leadership will provide a monthly report including operational updates on the Brown Jug Stores including Klevin Store upgrades referenced in section 3(b)(i) above and the Bragaw Store (Red Apple) closure transition.

#### 4. **MVCC Duties and Obligations**

MVCC agrees:

- (a) The point of contact for the Mountain View Community Council is Jasmin Smith, President, who can be contacted as follows: phone 9072304968 and email [jasminsmith85@gmail.com](mailto:jasminsmith85@gmail.com). The MVCC's address for receiving written correspondence is: 161 Klevin St. Suite 204, Anchorage, AK, 99508. As Council officers change annually additional council contacts may be found at the MVCC's official webpage: [www.communitycouncils.org](http://www.communitycouncils.org)
- (b) To allocate time at each regularly scheduled meeting for Brown Jug to give a community partner update.

- (b) To facilitate productive and constructive dialogue between members of the community and Liquor Stores

**5. Financial and In-kind Contributions**

- (a) Liquor Stores will continue to commit \$5,000.00 to MVCC's Annual Community Spring Clean-Up in 2019 and 2020 and review with MVCC on an annual basis what other resources may be necessary to assist their program efforts.
- (b) Liquor Stores will continue to commit \$5,000.00 to the Anchorage Land Trust's Mtn. View Community Ambassadorial Patrol Program in 2019 and 2020 and review with Anchorage Land Trust on an annual basis what other resources may be necessary to further extend the program year long.

**6. Timeline**

- (a) Liquor Stores has commenced its duties and obligations set forth in section 3 (b)(i) and anticipates completing those upgrades and investments on or before April 30, 2018.
- (b) Liquor Stores intends to close the Bragaw Store (Red Apple) on or before December 31, 2018.

**7. Relationship of the Parties**

The parties agree and acknowledge that compliance by Liquor Stores with the provisions of this MOU is a good faith attempt by Liquor Stores and the MVCC to respond to the MVCC ongoing concerns. The parties intend that this MOU is a plan for remedial action that attempts to resolve the MVCC's concerns. All collaboration under the MOU will be performed in accordance with applicable ordinances, statutes and regulations.

The parties understand that non-compliance with this MOU carries no penalties, but in the event of non-compliance, information of such non-compliance will be provided to the Anchorage Assembly for consideration during the license renewal application process and any land use actions.

Further, the parties understand and acknowledge that they do not intend to create a formal partnership. Nothing in this MOU shall be construed or interpreted to create any fiduciary responsibility between them. Neither party shall have any authority, express or implied, to act for or to assume any obligation or responsibility on behalf of the other party. Neither party shall be responsible for the liabilities of the other or for liabilities outside the scope of the MOU.

**8. Effective Date**

The effective date of this MOU is the date -it is ratified by the MVCC at a general membership meeting—scheduled for 4/9/2018. The MVCC Board signatories below have been authorized by the general membership (on 3/12/18) to negotiate this MOU on behalf of the Council.

**9. Term**

The term of this MOU will commence on the effective date hereof and shall terminate on the renewal term of the store licenses on December 31, 2019.

**10. Amendments**

The parties reserve the right to amend this MOU. Any amendment of this MOU must be in writing and signed by both parties.

**11. Governing Law**


All matters relating to the interpretation, construction, validity and enforcement of this MOU shall be governed by the internal laws of the state of Alaska, without giving effect to any choice of law provisions thereof.

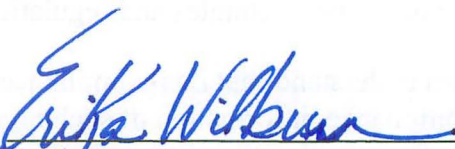
**12. Authority**

Each party represents to the other that it has the requisite legal capacity and authority to enter in and fully perform each and all of its obligations under this MOU.

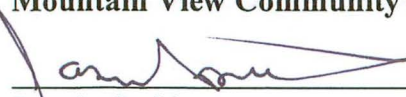
In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.


**Liquor Stores USA North Inc.**

  
\_\_\_\_\_  
Gerald Proctor  
Vice President Government &  
Community Relations  
Date: March 16<sup>th</sup>, 2018

  
\_\_\_\_\_  
Erika Wilburn  
Manager, Operational Excellence of  
Alaska  
Date: March 16<sup>th</sup>, 2018

**Mountain View Community Council**

  
\_\_\_\_\_  
Jasmin Smith  
President, MVCC  
Date: March 16<sup>th</sup>, 2018

  
\_\_\_\_\_  
Tasha Hotch  
Vice President, MVCC  
Date: March 16<sup>th</sup>, 2018

*Wm. Daniel Age*

Daniel George  
Treasurer, MVCC  
Date: March 14, 2018  
WSQ

*Caitlin Taylor*

Caitlin Taylor  
Secretary, MVCC  
March 14, 2018  
CT

Ratified by the MVCC General Membership on \_\_/\_\_/\_\_ by a vote of \_\_ in favor, \_\_ opposed, and \_\_ abstaining.





Alaska Alcoholic Beverage Control Board

**Package Store License  
 Form AB-17b: 2018/2019 Renewal License Application**

**What is this form?**

This renewal license application form is required for all individuals or entities seeking to apply for renewal of an existing package store liquor license that will expire on December 31, 2017. All fields of this form must be complete and correct, or the application will be returned to you in the manner in which it was received, per AS 04.11.270 and 3 AAC 304.105. The Community Council field only should be verified/completed by licensees whose establishments are located within the Municipality of Anchorage or outside of city limits within the Matanuska-Susitna Borough.

**This form must be completed correctly and submitted to the Alcohol & Marijuana Control Office (AMCO)'s main office, along with all other required documents and fees, before any renewal license application will be considered complete.**

**Section 1 – Establishment and Contact Information**

Enter information for the business seeking to have its license renewed. If any populated information is incorrect, please contact AMCO.

Licensee:	Liquor Stores USA North, Inc.	License #:	759
License Type:	Package Store	Statute:	AS 04.11.150
Doing Business As:	Brown Jug-Mountain View		
Premises Address:	119 Klevin Street		
Local Governing Body:	Municipality of Anchorage		
Community Council:	Moutain View		

Mailing Address:	101, 17220 Stony Plain Rd.		
City:	Edmonton	State:	AB, Canada
		ZIP:	T5S 1K6

Enter information for the individual who will be designated as the primary point of contact regarding this application. This individual must be a licensee who is required to be listed in and authorized to sign this application.

Point of Contact:	John Barnett * Please contact Jodie Chu 780-702-7399		
Contact Phone:	561-799-9211	Business Phone:	
Contact Email:	johnrbarnett@gmail.com		

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







Alaska Alcoholic Beverage Control Board

Package Store License

Form AB-17b: 2018/2019 Renewal License Application

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

Section 2 - Authorization

Communication with AMCO staff:

Yes No

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

Yes: [X] No: [ ]

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

Kerny Rempel, VP Real Estate
Jodie Chu, Real Estate Coordinator

Section 3 - Sole Proprietor Ownership Information

This section must be completed by any sole proprietorship who is applying for license renewal. Entities should skip to Section 4. If more space is needed, please attach a separate sheet with the required information. The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: [ ] applicant [ ] affiliate

Form fields for Name, Mailing Address, City, State, ZIP, Email, Contact Phone

This individual is an: [ ] applicant [ ] affiliate

Form fields for Name, Mailing Address, City, State, ZIP, Email, Contact Phone





Alaska Alcoholic Beverage Control Board

**Package Store License  
 Form AB-17b: 2018/2019 Renewal License Application**

**Section 4 – Entity Ownership Information**

This subsection must be completed by any licensee that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations, Business & Professional Licensing (CBPL). You may view your entity's status or find your CBPL entity number by visiting the following site: <https://www.commerce.alaska.gov/cbp/main/search/entities>  
 Partnerships may skip to the second half of this page. Sole proprietorships should skip to Section 5.

Alaska CBPL Entity #:	1180660
-----------------------	---------

You must ensure that you are able to certify the following statement before signing your initials in the box to the right: Initials

I certify that this entity is in good standing with CBPL and that all current entity officials and stakeholders (listed below) are also currently and accurately listed with CBPL.



This subsection must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for renewal. If more space is needed, please attach additional completed copies of this page.

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

Entity Official Name:	Peter Lynch				
Title(s):	Director + President	Phone:	907-327-1440	% Owned:	NA
Mailing Address:	101, 17220 Stony Plain Rd.				
City:	Edmonton	State:	AB, Canada	ZIP:	T5S 1K6

Entity Official Name:	John Barnett				
Title(s):	Director, Treasurer	Phone:	561-799-9211	% Owned:	NA
Mailing Address:	Same as above Secretary				
City:		State:		ZIP:	

Entity Official Name:	Liquor stores USA Holdings				
Title(s):		Phone:		% Owned:	100
Mailing Address:	Same as above				
City:		State:		ZIP:	







Alaska Alcoholic Beverage Control Board

### Package Store License

## Form AB-17b: 2018/2019 Renewal License Application

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

### Section 5 – License Operation

Check a single box for each calendar year that best describes how this liquor license was operated:	2016	2017
The license was regularly operated continuously throughout each year, for 8 or more hours each day.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
The license was regularly operated during a specific season each year, for 8 or more hours each day.	<input type="checkbox"/>	<input type="checkbox"/>
The license was only operated to meet the minimum requirement of 30 days each year, 8 hours each day. <i>If this box is checked, a complete copy of Form AB-30: Proof of Minimum Operation Checklist, and all necessary documentation must be provided with this application.</i>	<input type="checkbox"/>	<input type="checkbox"/>
The license was not operated at all or was not operated for at least the minimum requirement of 30 days each year, 8 hours each day, during one or both of the calendar years. <i>If this box is checked, a complete copy of Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated for at least the minimum requirement.</i>	<input type="checkbox"/>	<input type="checkbox"/>

### Section 6 – Violations and Convictions

Applicant violations and convictions in calendar years 2016 and 2017:	Yes	No
Have any notices of violation (NOVs) been issued to this licensee in the calendar years 2016 or 2017?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has any person or entity named in this application been convicted of a violation of Title 04, of 3 AAC 304, or a local ordinance adopted under AS 04.21.010 in the calendar years 2016 or 2017?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If "Yes" to either of the previous two questions, attach a separate page to this application listing all NOVs and/or convictions.

### Section 7 – Alcohol Server Education

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

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of a patron have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, as required under AS 04.21.025 and 3 AAC 304.465.





Alaska Alcoholic Beverage Control Board

Package Store License

Form AB-17b: 2018/2019 Renewal License Application

**Section 8 – Written Orders**

Written orders in calendar years 2016 and 2017:

Yes No

Did you sell alcoholic beverages in response to written orders in calendar years 2016 or 2017?

**Section 9 – Certifications**

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

Initials

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

*Except for entities as shown on the organization entity chart.*

I certify that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.

*Other than as shown on organizational chart.*

I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name or the ownership (including officers, managers, general partners, or stakeholders) from what is currently on file with the Alcoholic Beverage Control Board.

*Expect as disclosed in S.4.*

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

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned to me as incomplete.

Signature of licensee

Signature of Notary Public

John Barnett

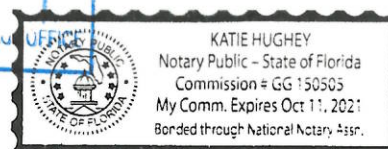
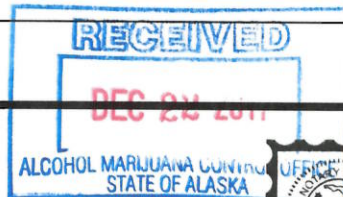
Notary Public in and for the State of Florida

Printed name of licensee

My commission expires: 10/11/21

Subscribed and sworn to before me this 20 day of December, 2017.

License Fee:	\$ 1500.00	Application Fee:	\$ 200.00	TOTAL:	\$ 1700.00
Late Fee of \$500.00 – if received or postmarked after 01/02/2018:					
Miscellaneous Fees:					
GRAND TOTAL (if different than TOTAL):					\$ 1,700



**From:** [Smith, Jedediah R. \(CED\)](#)  
**To:** [Oates, Sarah D. \(CED\)](#)  
**Cc:** [McConnell, Erika B. \(CED\)](#)  
**Subject:** FW: Public hearing under AS 04.11.510  
**Date:** Tuesday, March 20, 2018 8:03:06 AM

---

FYI

Jedediah R. Smith  
Local Government Specialist  
Alcohol and Marijuana Control Office  
(907) 334-2195

<https://www.commerce.alaska.gov/web/amco/>

**From:** Jasmin Smith <jasminsmith85@gmail.com>  
**Sent:** Monday, March 19, 2018 7:20 PM  
**To:** Smith, Jedediah R (CED) <jedediah.smith@alaska.gov>  
**Cc:** DGeorge (dgeorgeak@gmail.com) <dgeorgeak@gmail.com>  
**Subject:** Re: Public hearing under AS 04.11.510

We are okay with this. Do you need me to submit anything formal that says you have the green light to go ahead

On Mar 19, 2018 4:38 PM, "Smith, Jedediah R (CED)" <[jedediah.smith@alaska.gov](mailto:jedediah.smith@alaska.gov)> wrote:

Alaska Statute 04.11.510(b)(2) states: the board may, on its own initiative or in response to an objection or protest, hold a hearing to ascertain the reaction of the public or a local governing body to an application if a hearing is not required under this subsection; the board shall send notice of a hearing conducted under this paragraph 20 days in advance of the hearing to each community council establishing within the municipality and to each nonprofit community organization entitled to notification under AS 04.11.310(b)

In the interest of accommodating the protest and/or objection to Brown Jug on the upcoming April 3 Alcoholic Beverage Control Board meeting in Nome, the Alcohol and Marijuana Control Office is respectfully requesting the community council waive the 20 day advanced notice in lieu of [today's 15-day notice](#). If the Community Council does not wish to waive this period, the protest will be considered at the Alcoholic Beverage Control Board meeting in June.

Jedediah R. Smith  
Local Government Specialist  
Alcohol and Marijuana Control Office  
(907) 334-2195  
<https://www.commerce.alaska.gov/web/amco/>