



## MEMORANDUM

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

DATE: April 29, 2019

FROM: Erika McConnell, Director

RE: 4380 and 4526 Gold Miners Lodge  
Restaurant and Motel

**Requested Action:** License renewals

**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."

**Staff Recommendation:** Deny the renewals under AS 04.11.330(a)(5)

**Background:** License #4380 is a restaurant or eating place license, and license #4526 is a beverage dispensary—tourism license, both issued to Gold Miners Lodge Restaurant and Motel LLC with a premises at 20333 W. Parks Highway, in Houston. Gold Miners Lodge Restaurant and Motel LLC is limited liability company in good standing owned by Brian Gauthier 50% and Sandra Gauthier 50%.

On October 11, 2018, it came to AMCO's attention that Gold Miners Lodge Restaurant and Motel LLC had leased its property and two liquor licenses to John and Inthira Zavacky on October 1, 2017. An NOV was issued for license #4526 on October 16, 2018, which was provided to the board along with the licensee response at the February meeting. In her response, Sandra Gauthier claims "John & Inthira Zavacky have never used or been offered temporarily to use our liquor licenses and they have not yet even opened their new business." However, the attached lease, on page 1, states, "Lessee [John A. Zavacky and Inthira Zavacky] leases from Lessor [Gold Miners Lodge and Restaurant & Motel, LLC] the business, liquor licenses related to, and real property ... more particularly described as ... 20333 W. Parks Highway, Houston, Alaska." (An identical NOV was issued for license #4380 on February 27, 2019.)

AS 04.11.450 states at (a), "A person other than a licensee may not have a direct or indirect financial interest in the business for which a license is issued," and at (c), "A license may not be leased by a licensee to another person, partnership, limited liability organization, or corporation."

AS 04.11.330(a)(5) states that the renewal of a license shall be denied if “the requirements of AS 04.11.420—04.11.450 relating to zoning, ownership of the license, and financing of the licensee have not been met.”

In addition to violating AS 04.11.450 by leasing the licenses, the licensee has lost right of possession of the property, which is a requirement to operate a license.

The City of Houston protests the renewal of both licenses, stating that the licensee did not meet the City’s ordinance for liquor license regulations and the applicant had not operated the licensed premises for at least 30 eight-hour days during the preceding calendar years.

The license is not currently being operated as the Zavacky’s are performing renovations on the property. The licensee submitted a waiver of operations for 2018.

Attachments: Lease dated September 27, 2017

4526 NOV and response

4380 NOV

City of Houston protest

4380 Renewal application

4526 Renewal application

# COMMERCIAL LEASE AND OPTION TO PURCHASE AGREEMENT

THIS COMMERCIAL LEASE AND OPTION TO PURCHASE AGREEMENT (the "Lease") is made and entered into and effective as of the 15<sup>th</sup> day of OCTOBER 2017, by and between John A. Zavacky and Inthira Zavacky, a(n) \_\_\_\_\_ (hereinafter "Lessee"), whose address is 1151 E. 76<sup>th</sup> Avenue, Anchorage, Alaska 99518, and **Gold Miners Lodge and Restaurant & Motel, LLC**, an Alaskan Limited Liability Corporation (hereinafter "Lessor"), whose address is 20333 W. Parks Highway, Houston, Alaska 99694.

## RECITALS

WHEREAS, Lessor is the owner of the certain real property in Houston, Alaska, and has two liquor licenses associated with the property, and Lessee desires to operate a business on such real property;

WHEREAS, the parties have agreed to the terms and conditions of the lease;

WHEREAS Lessee also desires to purchase the property from Lessor in the event their financial circumstances allow; and

WHEREAS the parties have agreed to the terms and conditions of the lease and the possible purchase of the property by Lessee;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. **Demise; Description of Premises.** Lessee leases from Lessor the business, liquor licenses related to, and real property located in the Palmer Recording District, Third Judicial District, State of Alaska, which real property is more particularly described as follows:

Address: 20333 W. Parks Highway, Houston, Alaska.

Property Description: TOWNSHIP 18N RANGE 3W SECTION 18

LOT D3

This real property (hereinafter referred to as the "Premises") rights granted under this Lease are also subject to all exceptions, agreements, easements, rights-of-way, conditions, covenants, reservations, terms, conditions, and restrictions of record against the real property. Lessee further acknowledges that the lessor makes no representations or warranties regarding any structures or improvements currently on the Premises, which are leased in an "AS-IS, WHERE IS, WITH ALL FAULTS" basis.



2. **Use of Premises.** Subject to the terms and conditions of this Lease, Lessee shall use the Premises solely for the purpose of operating a restaurant, lounge, lodge and related purposes, and for no other use unless Lessor has expressly agreed in advance by email.
3. **Term.** The term of this Lease shall be for five (5) years, commencing on October 1, 2017 ("Term").
4. **Rental.**
  - a. Lessee agrees to pay Lessor a rental amount of One Thousand Nine Hundred Dollars (\$1,901.21) per month, in advance by the 25<sup>th</sup> of each month (for example, the payment for November 2017 is due by October 25, 2017), without demand.
  - b. Lessee also agrees to pay Lessor as additional rent, the Additional Rents identified in Section 30(b)(1)-(5), payable on the dates set forth therein.
  - c. Lessee also agrees to pay taxes, insurance and fees associated with the liquor license permits for the Term of the Lease, estimated to be in the amount of Four Hundred and Eighty Dollars (\$480.00) per month, payable in advance and without demand.
  - d. An escrow account with FNBA will be set up to manage such payments with all escrow fees to be paid by the Lessee.
  - e. If any payment is not received by the last day of each month for the next month's rent and fees, or for Additional Rents the due dates set forth for each Additional Rent payment, a 10% late fee for any amounts unpaid shall be paid by Lessee (for example, if the payment for November is not received by October 31, the late fee will be applied).
  - f. The first payment shall be paid on October 25, 2017 for November, 2017. No payment shall be owed for October.
5. **Utilities.** All costs for utilities and other activities necessary for the operation of the Premises, improvements thereon, and Lessee's activities thereon, including without limitation gas, heating oil, electric, water, sewer, garbage, internet and telephone, shall be provided by Lessee at Lessee's sole cost and expense.
6. **Acceptance of Premises.** Lessee has inspected the Premises and Lessee accepts the same "AS IS WITH ALL FAULTS." Lessor makes no specific warranties, expressed or implied, concerning the title, or condition of the Premises. Lessor shall have no liability or obligation with respect to the condition, maintenance or use of the Premises. This Commercial Lease and Option to Purchase Agreement does NOT include a purchase of the name, "Gold Miners Lodge Restaurant &





Motel,” nor the limited liability company “Gold Miners Lodge Restaurant & Motel, LLC.” Lessor retains both the name and LLC.

**7. Indemnification.**

a. **General.** Lessee shall save, protect, hold harmless, indemnify and defend Lessor, and Lessors officers, directors, employees, and shareholders, of, from and against any and all liability, damages, demands, penalties, fines, causes of action, losses, costs, or expenses, including attorney fees, arising from any act, omission, or negligence of Lessee or the officers, contractors, subcontractors, licensees, agents, servants, employees, guests, invitees, or visitors of Lessee in or about the Premises or improvements located thereon, or arising from any accident, injury or damages howsoever and by whomsoever caused, to any person or property, including but not limited to damage to the Premises itself, improvements thereon, or injury to or death of persons, occurring in or about the Premises or improvements located thereon, or in any manner arising out of Lessee's use and occupation of the Premises or improvements thereon, or as a result of the condition of the Premises or improvements thereon.

b. **Environmental.** Lessee shall abide by, and shall cause its employees, agents, any contractors or subcontractors it employs, to abide by, all applicable rules and regulations related to fire, safety, health and environmental protection. Without limiting the duty to indemnify as provided in (a) above, Lessee shall save, protect, defend, indemnify and hold harmless Lessor from and against any and all demands, claims, causes of action (whether in the nature-of-an-action for damages; indemnity, contribution, government cost recovery or otherwise), lawsuits, settlements, actions, damages, fines, penalties, judgments, costs and expenses (including without limitation costs of defense, settlement, and reasonable attorney's fees), charges, forfeitures, liens, liabilities or loses of any nature and kind whatsoever, which arise during or after the Term of this Lease from or in connection with the presence or suspected presence of Hazardous Substances in the soil, water, or otherwise on, above or in the Premises, or otherwise generating from the Premises, or operations or activities thereon (i) as a result of Lessee (or its employees, affiliates, parents, agents, contractors, subcontractors, guests, invitees, or assigns, and their respective employees, agents, contractors, or subcontractors) use and occupancy of the Premises; or (ii) from any alleged or actual violation of an Environmental Law by such persons on the Premises. This indemnification includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work. For purposes of this Lease, the term "Hazardous Substance" means any flammables, explosives, radioactive materials, crude or refined petroleum, pollutants, contaminants, or any hazardous, toxic, or dangerous waste, substance, or material, including asbestos, defined as such in (or for purposes of) the Comprehensive



Environmental Response, Compensation, and Liability Act (42 U.S.C.A.i Sec. 9601 .), any so-called "Superfund" or "Superlien" law, or any other Environmental law, including, but not limited to, Alaska Statutes Title 46, Chapters .03, .08 and .09, as now or at any time hereafter in effect For purposes of this Lease, the term "Environmental Law" means any Federal, state, or local laws, ordinances, codes, regulations, rules, orders, or decrees, relating to, or imposing liability or standards of conduct concerning the treatment, Storage, use or disposal of any Hazardous Substances.

c. All of the foregoing indemnification defense and hold harmless obligations in (a) and (b) above shall survive the expiration or early termination of this Lease.

8. **Condemnation.** If all of the Premises or such portion as may be required for the reasonable use of the Premises, are taken by eminent domain, this Lease shall automatically terminate as of the date Lessee is required to vacate the Premises, and all rent shall be paid which is due and owing through that date. In the case of a taking of less than that portion of the Premises required for the reasonable use of the Premises, then this Lease shall continue in full force and effect, and the rent shall be equitably reduced based upon the proportion of the square footage by which the Premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Lessor reserves all rights to just compensation and/or damage for any taking of the Premises, and Lessee hereby assigns to Lessor, and Lessee shall make no claim against Lessor, for damages arising out of the condemnation, provided, Lessee shall have the right to claim and, recover from the condemning authority, to the extent permitted by law, compensation for any loss to which Lessee may be put for the improvements, for Lessee's moving expenses or for the interruption of or damage to Lessee's business, to the extent such damages may be claimed and awarded separately from the damages and/or compensation awarded to Lessor.

9. **Use, Occupancy and Care of the Leased Premises.** At all times during the Term hereof, Lessee shall, at Lessee's sole cost and expense:

a. Keep the Premises and improvements constructed thereon clean, safe and orderly;

b. Conduct activities upon and generally maintain the Premises and improvements in such a manner and with such care that injury to persons and damage to property does not result therefrom;





c. Not use or permit any part of the Premises or improvements to be used for any unlawful or unauthorized purpose nor perform, permit or suffer any act or omission upon or about the Premises or improvements which would result in a nuisance or a violation of any applicable laws, ordinances or regulations;

d. Comply with city, state, federal and other governmental laws, statutes, ordinances, rules, orders, and regulations of whatever type and nature, including but not limited to, zoning ordinances, health, fire, safety and environmental laws and regulations which in any manner affect the leased Premises, improvements, or activities thereon;

e. Not cause or permit any waste, damage or injury to the Premises or improvements; and

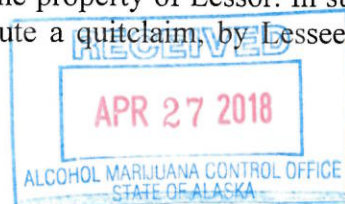
f. Not vacate or abandon the Premises at any time during the Term hereof; and

g. Storage and maintenance of vehicles on the Premises is limited to business use vehicles only and such vehicles must be licensed, registered, insured and operational. Any vehicle being actively worked on by Lessee will be kept out of view of any business access or roadway.

h. Lessee will maintain all applicable permits and licenses active and paid including, but not limited to, DEC, AMCO, State of Alaska, Mat-Su Borough, and any city license or permit.

10. **Maintenance and Repair.** Lessee covenants throughout the term hereof, at Lessee's sole cost and expense, to properly keep the Premises and improvements in good maintenance, repair order and condition. Lessee acknowledges that Lessor has no responsibility to maintain Premises or improvements during the Term hereof. Lessee is also responsible for snow plowing. Any onsite dumpster and surrounding area must be kept in a sanitary and tidy condition by Lessee. Lessee is responsible for replacement of all interior and exterior lights as necessary.

11. **Fixtures and Improvements.** Lessee shall pay all costs associated with locating, constructing, and maintaining all improvements and fixtures on the Premises. Any such improvement or fixtures is subject to prior approval by Lessor. Upon termination or expiration of this Lease, Lessee shall remove all improvements and fixtures from the Premises and restore the Premises to the condition that existed at the beginning of the Term of this Lease, provided that, Lessor and Lessee may otherwise mutually agree in writing that all improvements and fixtures erected on or attached to the Premises by Lessee shall become the property of Lessor. In such event, the parties agree that this Lease shall constitute a quitclaim, by Lessee to



Lessor, of all Lessee's right, title, and interest in such improvements and fixtures upon such termination or expiration. Lessee further agrees, at the request of Lessor, to execute such other or further documents necessary to transfer Lessee's interest in the improvements or fixtures should Lessor retain the improvements and fixtures.

Any sign installed by Lessee must be submitted to Lessor for prior approval and must meet any local regulatory requirements.

12. **Surrender of Premises.** Lessee on the last day of the Term, or upon earlier termination of this Lease, shall peaceably and quietly leave and surrender the Premises in as good condition as on commencement of the Term, ordinary wear and tear accepted.
13. **Access.** Lessor, Lessor's agents, employees, officers, and designees shall have the right to enter the Premises at all reasonable times to inspect the same, to post "Notices of Non-Responsibility," and to preserve and protect the Premises.
14. **Liens.** Lessee shall keep the Premises and any part thereof free from liens for labor or materials ordered or supplied upon the express or implied request of Lessee. Should any such lien be recorded or should a lien be recorded by Lessee, Lessee shall forthwith and within thirty (30) days of recording of said lien cause the same to be cancelled and discharged of record at Lessee's sole cost and expense.
15. **Taxes and Assessments.** Lessee shall be responsible for and deposit in the escrow account set up for this purpose, when due, any and all general, special, real property, sales, personal property, and possessory interest taxes and assessments, if any, levied against the Premises and/or the improvements thereon. At this time, the payment is anticipated to be \$480.00 per month.
16. **Holding Over.** If Lessee shall remain in possession of said Premises after the termination of this Lease or after the expiration of said Term without a proper extension or renewal of this Lease, Lessee shall be deemed to occupy the Premises as a Lessee from month-to-month at a monthly rate of one and one-half times the rental amount paid during the last month of the term.
17. **Insurance.** Lessee shall deposit when due, in the escrow account set up for such purpose, all amounts required to pay property insurance in an amount covering replacement value. Said insurance policy shall provide for 30 days' advance written notice to Lessor prior to cancellation. Lessee shall separately provide for general liability, naming Lessor as an additional insured, and worker's compensation





insurance to the extent required by law. Lessee acknowledges and agrees that Lessor is not providing and is not responsible for providing any additional insurance coverages, and Lessee waives any and all rights with respect to the same against Lessor.

18. **Notices.** Any and all notices required or permitted under this Lease, unless otherwise specified in writing by the party whose address is changed, shall be as follows:

Lessor:

GOLD MINERS LODGE RESTAURANT & MOTEL, LLC  
PO Box 940353  
Houston, Alaska 99694

Lessee:

John A. and Inthira Zavacky  
1151 E. 76<sup>th</sup> Avenue  
Anchorage, Alaska 99518

19. **Default.**

- a. The occurrence of one or more of the following events shall constitute a default and breach of this Lease by Lessee:
  - i. Violation or breach or failure to keep or perform any covenant, agreement, term or condition of this Lease which shall continue or not be remedied within five (5) days (or if no default in payment of rent is involved within thirty (30) days) after notice thereof is given by Lessor to Lessee specifying the matter or matters claimed to be in default.
  - ii. Filing by the Lessee in any court pursuant to any statute, either of the United States or any state, a petition in bankruptcy or insolvency, or for reorganization or for the appointment of a receiver or trustee of all or a portion of the Lessee's property, or an assignment by the Lessee for the benefit of creditors.



- iii. The taking possession of the property of Lessee by any governmental office or agency pursuant to statutory authority for the dissolution or liquidation of the Lessee.
- iv. An abandonment or vacation (7 consecutive days of non-use) of the Premises by Lessee;
- v. The use of the Premises for any purpose other than those specified in Section 2.
- vi. The transfer of title to the improvements located upon the Premises by foreclosure, sale, operation of law, gift or otherwise.

b. Upon the occurrence of a default as defined in "a." above, Lessor may at Lessor's option, declare Lessee's rights terminated and may re-enter the Premises and improvements, using such force as is necessary, and without further notice, remove all persons and property from the Premises and repossess Lessor of Lessor's former estate. In such case, Lessor shall be deemed to have an immediate right to possession of the Premises and improvements (if Lessor so desires) and Lessee shall peacefully surrender the same. No judicial action shall be necessary to affect such termination.

c. Such re-entry and termination notwithstanding, the liability of Lessee for payment of all amounts required to be paid by Lessee under this Lease, including payment of the full rental provided herein for what would otherwise have constituted the balance of the Term of this Lease shall not be extinguished and Lessee shall make good to Lessor all expenses and damages suffered by Lessor as a result of the default, repossession and reletting, including without limitation, legal expenses, renovation expense, alteration expense, and any rental deficiency resulting from the inability to relet the Premises or reletting at a lesser rate.

Lessor may, but shall not be obligated to, relet the Premises or any part thereof in the name of the lessor, or otherwise, for such term (which may be greater or less than the period which would otherwise have constituted the balance of the Term of this Lease) and on such conditions as Lessor may determine appropriate, and may collect and receive the rent therefrom; Lessor shall not be responsible or liable for any failure to relet the Premises, or any part thereof, or for any failure to collect rent due upon any such reletting.



d. In the event of default, as defined in subparagraph "a", Lessor shall have such further and additional rights as are provided by law or equity.

20. **Cure of Default by Lessor.** Lessor may, at the expense of Lessee, cure any default by Lessee hereunder, but shall not be required to do so. Lessee shall reimburse Lessor for all amounts expended in connection therewith, including attorney's fees and other incident expenses. Such amounts, together with interest at the maximum lawful rate of interest, shall be deemed additional rent payable within thirty (30) days of notification that such amount is due.

21. **Attorneys' Fees, Costs and Expenses.** In the event either party brings or commences legal proceedings to enforce any of the terms of this Lease, the prevailing party in such action shall receive from the other, in every action commenced, a reasonable sum for attorneys' fees and costs to be fixed by the court in the same action.

22. **Rights and Remedies.** No right or remedy herein conferred upon or reserved to a party hereunder is intended to be exclusive of any other right or remedy, and such and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereunder existing at law or in equity or by statute.

23. **Assignment and Subletting.** Except as provided below, Lessee shall not sublet, mortgage, pledge or assign its rights under this Lease without the prior written consent of Lessor, which consent may be withheld in Lessor's sole and absolute discretion, and any purported sublease, mortgage, pledge or assignment without such consent shall be null and void and of no force or effect. Lessee may assign his/her rights hereunder to an entity owned one-hundred percent (100%) by Lessee, without Lessor approval, provided that a personal guaranty is executed to insure performance under this Lease.

24. **Waiver and Forbearance.** No waiver by a party hereto of any breach by the other party of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or any other covenant, agreement or obligation. Nor shall any forbearance by a party to seek a remedy for any breach of the other party be deemed a waiver by the party of its rights or remedies with respect to such breach.





25. **Successors in Interest.** This Lease shall be binding upon and inure to the benefit of the respective heirs, successors and permitted sublessees or assigns of the parties hereto.

26. **Applicable Law.** This Lease Agreement shall be construed and enforced in accordance with the laws of the State of Alaska.

27. **No Partnership, Joint Venture, Etc.** Nothing in this Lease shall be intended or deemed to create a partnership, joint venture, association, or other similar relationship between the parties hereto.

28. **No Third-Party Beneficiaries.** This Lease does not create, and shall not be construed as creating, rights enforceable by any person not a party to this Lease.

29. **Severability.** If any provision of this Lease or any application thereof shall be held invalid, illegal or unenforceable, the remainder of this Lease or any other application of such provision shall not be affected thereby.

30. **Option to Purchase.**

a. **Grant of Option to Purchase Premises.** During the Term, Lessee shall have an option to purchase the Premises (the "Option"). The purchase price (the "Option Purchase Price") shall be Two Hundred Seventy Five Thousand Dollars (\$275,000.00). The Purchase Price shall be payable by cash or wire transfer on the Purchase Option Closing Date. The terms of the purchase shall be as set forth herein or, if mutually agreed to and executed by the Parties, in a separate Purchase and Sale Agreement. Further, Lessee acknowledges and agrees that it will undertake its due diligence and title review prior to the exercise of the Option to Purchase.

b. **Election to Exercise Option.** Provided the any payments due as set forth in Section 4 and this Section 30(b)(i)(1) through (5) have been timely received by Lessor, Lessee may exercise the Option by providing written notice to the Lessor of Lessee's intention to purchase the Premises in accordance with the terms and conditions of this Section 30 (the "Purchase Option Election Date"). Such written notice must be transmitted by Lessee by commercial overnight delivery service or in person, and received by the Lessor, at any time prior to October 1, 2022. The Option shall immediately terminate upon the early termination or the expiration of this Lease. Furthermore, Lessee shall have no right to exercise the Option during any period in which an event of default has occurred and is continuing under this Lease. As part of the election to exercise





option and payment terms, the following payment dates and discount terms apply:

- i. Lessee agrees to pay to Lessor the following additional rental amounts on the dates stated in (1) through (5) below ("Additional Rents"). Each payment amount will be considered additional rent unless the Purchase Option is elected by Lessee and actually closes as set forth in this agreement. In the event the Purchase Option is elected and closes, any amounts identified in (1) through (5) below that have actually been paid to Lessor will be considered in calculating a discounted Purchase Price at the time of Closing as detailed in 30(b)(ii):
  1. Five thousand dollars (\$5,000.00) upon execution of this agreement;
  2. Fifteen thousand dollars (\$15,000.00) not later than October 1, 2017;
  3. Ten thousand dollars (\$10,000.00) on or before December 15, 2017;
  4. Ten thousand dollars (\$10,000.00) on or before March 15, 2018;
  5. Fifteen thousand dollars (\$15,000.00) by October 1, 2019.
- ii. On the date that the Option is exercised by Lessee, a discount on the Purchase Price will be calculated based on the Additional Rents actually paid, and a portion of the \$1,901.21 rental payment as shown on the attached Exhibit A. For example, if Lessee elects to exercise the Option on November 25, 2019, and all payments have been timely received from Lessee by Lessor, the Purchase Price will be discounted to \$202,979.58. **Prior to the exercise and closing of the Option to purchase, Lessee shall not accrue equity or an interest in the Premises or assets.**
- iii. Any escrow to be held by First National Bank Alaska.
- iv. The parties agree that the Closing of the Purchase Option shall not occur until after the first deed of trust on the property has been paid in full, which may occur simultaneous with the option Closing.
- v. The parties agree that they will cooperate to transfer the Liquor Licenses as part of the Closing, with Lessee to pay all costs associated with said transfer.

c. Closing of Option. The closing of the sale shall occur at Mat-Su Title Company on a date and time (the "Purchase Option Closing Date"), and at such place, as the parties may mutually agree, provided, that, in no event shall the



Purchase Option Closing Date be later than October 6, 2022, or the next business day, unless mutually agreed by the parties. During the period between the Purchase Option Election Date and the Purchase Option Closing Date, all terms and conditions of this Lease, including, but not limited to, Lessee's various payment obligations, shall continue in full force and effect. Furthermore, if for any reason the sale does not close, the terms and conditions of this Lease shall continue in full force and effect (subject to Lessor's rights upon the occurrence of an event of default, and any expiration of this Lease).

d. Conveyance of Title. Conveyance of title to the Premises at the closing of the Purchase Option shall be by statutory warranty deed, in a form satisfactory to Lessee, free of all liens, mortgages and encumbrances except those otherwise agreed to by Lessee as part of its title review. At the closing of the sale, this Lease shall terminate, except that any provisions which are designated as surviving termination, including all indemnity provisions, and this Section, shall survive such termination and not merge into the deed to be delivered pursuant hereto.

e. Conveyance of Items Listed on Inventory List. Attached to this Lease is a copy of an Inventory List of items associated with the property described herein. At the time of closing, these items will be transferred to Lessee by Lessor by Bill of Sale in the condition in which they have been maintained by Lessee. Lessee has inspected the Inventory List items and Lessee accepts the same "AS IS WITH ALL FAULTS." Lessor makes no specific warranties, expressed or implied, concerning the condition of the Items. Lessor shall have no liability or obligation with respect to the condition, maintenance or use of the Items.

f. Closing Costs. Lessee shall be responsible for all costs associated with their chosen financing option. Lessor shall pay for the standard title commitment for the real property. All other closing costs associated with Mat-Su Title Insurance Company will be divided 50/50 between the Parties.

g. Sale of Premises. In the event the Option is not exercised by October 1, 2022, the Lessors may show the Premises for the purpose of sale at reasonable times with notice to Lessee.

### **31. Miscellaneous Provisions.**

- a. This Lease constitutes all of the agreements and conditions made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by both parties or their respective successors in interest.



- b. Each term and such provision of this Lease shall be construed to be both a covenant and a condition of this Lease.
- c. Time is of the essence in each term and provision of this Lease.
- d. This Lease may be executed in any number of counterparts, including by facsimile signature, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned have caused this Commercial Lease Agreement to be executed effective as of the date and year herein above first written.

**Lessee:**

**John A. Zavacky**

John A. Zavacky 9-27-17

**Inthira Zavacky**

Inthira Zavacky

**Lessor:**

**Gold Miners Lodge Restaurant & Motel, LLC**

By: Brian A. Gauthier 9-27-17

Brian Gauthier, Manager/Member

By: Sandra Gauthier 9/27/17

Sandra Gauthier, Manager/Member



[Signature]  
DP. 9/14/20



# Notice of Violation

(3AAC 304.525)

This form, all information provided and responses are public documents per Alaska Public Records ACT AS 40.25

Date: 10-16-18

License #/Type: #4526 / Beverage Dispensary Touris

Licensee: Gold Miners Lodge Restaurant & Motel

Address: 20333 W. Parks Hwy, Houston, AK

DBA: Gold Miners Lodge Restaurant & Motel

AMCO Case #: AB18-1263

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.**

On 10-11-18, AMCO Investigators learned that Gold Miners Lodge and Restaurant & Motel had leased their property and liquor license to John & Inthira Zavacky on 10-1-17.

Your attention is referred to AS 04.11.450: Prohibited financial interest, AS 04.11.580: Surrender or destruction of license, AS 04.16.150: Licensee Responsible for violations, AS 04.21.030: Responsibility of licensees, agents, and employees, AS 04.11.400: Populations limitations, 3 AAC 304.105: Application generally, 3 AAC 304.325: Licensee issued to encourage tourism

**You are directed to respond in writing to this Notice of Violation within 10 days of receipt to explain what action you have taken to prevent a re-occurrence of this violation. FAILURE TO RESPOND TO THIS NOTICE OF VIOLATION WITHIN 10 DAYS WILL RESULT IN YOUR APPEARANCE, EITHER IN PERSON OR TELEPHONICALLY, BEFORE THE ABC BOARD AT THEIR NEXT REGULARLY SCHEDULED BOARD MEETING.**

**\*Please send your response to the address below and include your alcohol license number in your response.**

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.

**Alcohol & Marijuana Control Office**

**ATTN: Enforcement**

**550 W. 7<sup>th</sup> Ave, Suite 1600**

**Anchorage, Alaska 99501**

**[amco.enforcement@alaska.gov](mailto:amco.enforcement@alaska.gov)**

Issuing Investigator: J. Hamilton

Received by:

SIGNATURE:

SIGNATURE:

Delivered VIA: Mail

Date:



**From:** [Hoelscher, James C \(CED\)](#)  
**To:** [Davies, Jason M \(CED\)](#); [Hamilton, Joe \(CED\)](#)  
**Subject:** FW: Gold Miners Lodge Restaurant and Motel, LLC, AMCO Case #: AB18-1263  
**Date:** Monday, December 10, 2018 7:35:59 AM  
**Attachments:** [image001.png](#)  
[image003.png](#)

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FYI

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**From:** Sandra Gauthier [mailto:goldminerslodgealaska@gmail.com]  
**Sent:** Sunday, December 9, 2018 7:32 PM  
**To:** Hoelscher, James C (CED) <james.hoelscher@alaska.gov>  
**Subject:** RE: Gold Miners Lodge Restaurant and Motel, LLC, AMCO Case #: AB18-1263

Licensee: Gold Miners Lodge Restaurant and Motel, LLC

License #/Type: #4526/Beverage Dispensary-Tourism

AMCO Case #: AB18-1263

Mr. Hoelscher,

Per my telephone call on 12/5/18 you had asked me to put in writing what we had discussed per our conversation and forward it to you.

On October 1, 2017 Gold Miners Lodge Restaurant and Motel LLC entered into a lease with option to buy agreement with John & Inthira Zavacky. You had asked if we had a "Manager's Agreement" with the Zavacky's. Mr. & Mrs. Zavacky do not have a financial business interest in Goldminers Lodge Restaurant and Motel but only the property and will be starting their own business under a different business name and License or LLC. Mr. & Mrs. Zavacky have been performing a major renovation of the restaurant and motel buildings. In our original agreement with Mr. & Mrs. Zavacky we were not intending to apply for a waiver. They originally planned to be able to open in 2018 after applying to transfer the liquor licenses into their new business name prior to opening a new restaurant/bar & motel. It has taken them much longer on the renovation and they have not opened yet! Since speaking with Mr. & Mrs. Zavacky the first week in November 2018 they agreed the waiver option would be necessary according to the handbook and assured us that they would turn in their necessary paperwork and applications to transfer and renew the liquor licenses into their new business name before the deadline date of December 31, 2018.

Prior to moving out of Alaska on October 1, 2017 Brian and I were communicating with Sarah Oates via telephone and email in the month of September 2017. I had come into the AMCO Anchorage Office at least 4 times prior to leaving because we were not having our calls returned. I repeatedly communicated with Sarah at the office regarding the process of the transferring of the liquor licenses and before leaving we turned in our necessary paperwork with her.

Two months later on December 22, 2017, I received an email from Jacqlene Drulis. The letter dated December 22, 2017 stated "At this time, your application is considered incomplete for the following

reason: AB-01 Transfer License Application - We have not received the remainder of the Transfer Application Forms." Jacqlene Drulis had returned our transfer license paperwork that we had turned in prior to leaving Alaska. I called Jacqlene Drulis and talked with her to get accurate instructions on how to proceed. She suggested that we send our completed paperwork to Mr. & Mrs. Zavacky so that when they turned in their applications they would have everything AMCO needed. On 1/30/18 I sent them our necessary completed portion of paperwork for the transfer applications.

On November 5, 2018, I began to inquire via an email to AMCO regarding the waiver application process. I received a response email from Carrie Craig on November 6, 2018. I sent another email to Carrie on November 13, 2018 asking her a few more questions regarding the transfer and renewal applications, and asked her if she would email us when John Zavacky turned in his applications as it is sometimes hard to get ahold of him. I also asked if she would please let me know if someone else was taking care of his application if she would let me know their name and email address since the deadline was drawing near. I received a response email from Carrie November 13, 2018. I sent another email to Carrie on November 14, 2018 asking her a question regarding the Notary Public. I did not get a response email from Carrie so I called AMCO and she was the one who answered the phone so I was able to get my answer with that phone call.

I mailed the waivers for License #4526 Beverage Dispensary - Tourism and License # 4380 - Restaurant or Eating Place to AMCO and the City of Houston on November 14, 2018 via certified mail with return receipt. The signed return receipts received by AMCO and the City of Houston states the waivers were received on November 19, 2018 and the checks were cashed on November 20, 2018 per my bank account.

I believe this latest misunderstanding stems from a phone call I made on October 11, 2018, I called AMCO asking to talk to with Jacqlene Drulis and talked to a Mr. Campbell as he asked if he help. I explained some details regarding our lease with option to buy agreement and asked if Mr. & Mrs. Zavacky's transfer application was turned in. He checked and said that "no transfer application had been turned in." I also told him that Mr. Zavacky was in the process of a major renovation. I had some questions regarding applying for a waiver for the first time. He explained the fees and to also send a copy of the waivers to the Local governing body the City of Houston AK.

Soon after that phone call on October 11, 2018 on November 29, 2018, we received an email from Jason Davies to our [goldminerslodgealaska@gmail.com](mailto:goldminerslodgealaska@gmail.com) showing a Notice of Violation for failure to communicate. That next evening Brian called to find out what the Notice of Violation was pertaining to and talked to John Hamilton. The next day we received another email from Jason Davies again on November 30, 2018 stating he had talked with Mr. Hamilton and found his original letter was never received in the mail because it was sent to our physical address and not our mailing address and apparently was not sent as certified mail. That is what prompted my call to you on December 5, 2018.

We have continually been trying to comply with all AMCO requirements and as you can see with all the above communication, I have been in contact with AMCO before and after we moved from Alaska in 2017 extensively. With regards to the violations listed in the Notice of Violation letter sent via email we believe there was a misunderstanding. John & Inthira Zavacky have never used or been

offered temporarily to use our liquor licenses and they have not yet even opened their new business. Mr. Zavacky has been trying to complete a major renovation of the restaurant and motel and have assured us they will not open until all required applications are granted by and through the AMCO authorization.

Sandra Gauthier  
Managing Member  
Gold Miners Lodge Restaurant and Motel, LLC  
907-355-9132

Sent from [Mail](#) for Windows 10

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**From:** [Hoelscher, James C \(CED\)](#)  
**Sent:** Wednesday, December 5, 2018 2:28 PM  
**To:** [goldminerslodgealaska@gmail.com](mailto:goldminerslodgealaska@gmail.com)  
**Subject:** Contact Information

**James Hoelscher**  
**Special Investigator II**  
**Enforcement Supervisor**  
**Alcohol & Marijuana Control Office**

550 W. 7<sup>th</sup> Ave, Suite 1600  
Anchorage, Ak 99501  
Office (907)269-0353  
Cell (907) 891-9660  
[James.hoelscher@alaska.gov](mailto:James.hoelscher@alaska.gov)

# Notice of Violation

(3AAC 304.525)

This form, all information provided and responses are public documents per Alaska Public Records ACT AS 40.25

Date: 2/27/19

License #/Type: Restaurant / Eating Place - #4380

Licensee: Gold Miners Lodge Restaurant and Motel

Address: 20333 W. Parks Hwy, Houston, AK

DBA: Gold Miners Lodge Restaurant and Motel

AMCO Case #: AB19-0351

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.**

On 10-11-18, AMCO Investigators learned that Gold Miners Lodge Restaurant and Motel had leased their property and liquor license to John & Inthira Zavacky on 10-1-17.

Your attention is referred to AS04.11.450: Prohibited financial interest, AS04.11.580: Surrender of destruction of license, AS04.16.150: Licensee responsible for violations, AS04.21.030: Responsibility of licensees, agents, and employees and 3AAC 304.105: Application generally

**You are directed to respond in writing to this Notice of Violation within 10 days of receipt to explain what action you have taken to prevent a re-occurrence of this violation. FAILURE TO RESPOND TO THIS NOTICE OF VIOLATION WITHIN 10 DAYS WILL RESULT IN YOUR APPEARANCE, EITHER IN PERSON OR TELEPHONICALLY, BEFORE THE ABC BOARD AT THEIR NEXT REGULARLY SCHEDULED BOARD MEETING.**

**\*Please send your response to the address below and include your alcohol license number in your response.**

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.

**Alcohol & Marijuana Control Office**

**ATTN: Enforcement**

**550 W. 7<sup>th</sup> Ave, Suite 1600**

**Anchorage, Alaska 99501**

**[amco.enforcement@alaska.gov](mailto:amco.enforcement@alaska.gov)**

Issuing Investigator: J. Hamilton

Received by:

SIGNATURE:



SIGNATURE:

Delivered VIA: Mail

Date:



Introduced by: Deputy Mayor Wilson  
Adoption Date: April 11, 2019  
Vote: Barney, Jorgensen, Stavick, Stout, Wilson and Thompson in favor  
Brunswick absent

**CITY OF HOUSTON, ALASKA  
RESOLUTION 19-08**

**A RESOLUTION OF THE HOUSTON CITY COUNCIL PROTESTING LIQUOR  
LICENSE RENEWALS FOR THE YEAR 2019/2020 HELD BY GOLD MINERS LODGE  
RESTAURANT AND MOTEL LLC. LICENSE # 4380 FOR A RESTAURANT/EATING  
PLACE AND # 4526 FOR A BEVERAGE DISPENSARY AND REQUESTING THE 2018  
APPLICATION BY THE LICENSEE FOR WAIVER OF OPERATION BE DENIED**

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**WHEREAS**, Ordinance 16-07 (HMC 05.08) adopted in 2016 allows the City to regulate liquor and liquor establishments within the broadest range of municipal control allowed by state statute; and

**WHEREAS**, on February 28, 2019 the Alcohol & Marijuana Control Office noticed the City of liquor license renewals #4380 and #4526 held by Gold Miners Lodge Restaurant and Motel LLC.( licensee) as required under 04.11.480; and

**WHEREAS**, the City Council is protesting the renewal of both licenses pursuant to AS 04.11.480 and HMC 05.08.030; and

**WHEREAS**, the City is also requesting the licensee's request for waiver of operation for 2018 be denied; and

**WHEREAS**, on April 11, 2019 the City Council held a public hearing on the liquor license applications; and

**WHEREAS**, the licensee was provided an opportunity to defend the application; and

**WHEREAS**, on April 11, 2019 the City Council approved Action Memorandum No. 19-05 forwarding a protest to the State on license # 4380; and

**WHEREAS**, the determination for the protest is that the licensee did not meet the City's ordinance for liquor license regulations and the applicant had not operated the licensed premises for at least 30 eight-hour days during the preceding calendar years; and

**WHEREAS**, on April 11, 2019 the City Council approved Action Memorandum No. 19-06 forwarding a protest to the State on license # 4526; and

**WHEREAS**, the determination for protest is that the licensee did not meet the City's ordinance for liquor license regulations and the applicant had not operated the licensed premises for at least 30 eight-hour days during the preceding calendar years; and;

**Bold and Underline**, added. ~~Strike through~~, deleted.

**WHEREAS**, On November 19, 2018 the City was notified that the applicant submitted AB-29's for both licenses for 2018; and

**WHEREAS**, the AB-29 allows the licensee to request that the ABC Board "Board" waive the operating requirements of AS 04.11.330; and

**WHEREAS**, the licensee did not apply for a 2018 business license; and

**WHEREAS**, on November 21, 2018 the City requested Director McConnell deny the waivers;

**WHEREAS**, the City has established a growth and economic goal in its 2016 Comprehensive Plan that states "the City aims to provide new opportunities for employment, community and commercial services and economic growth and allowing commercial and industrial development that is consistent with the community character and will be to the benefit of city residents" and

**WHEREAS**, pursuant to AS 04.11.400 the City has no additional Restaurant/Eating Place or Beverage Dispensary licenses available; and

**WHEREAS**, failure of the licensee to comply with the operational guidelines is not in the best interest of the city's economic growth; and

**WHEREAS**, on March 9, 2017 the City Council approved Action Memorandums No. 17-05 and 17-06 forwarding protests to the State on license # 4380 and 4526; and

**WHEREAS**, the determination for the protests is that the licensee did not meet the City's ordinance for liquor license regulations and the applicant had not operated the licensed premises for at least 30 eight-hour days during the preceding calendar years; and;

**WHEREAS**, the City also requested the AMCO board to investigate compliance under AS 04.11.330 that the business was opened 30 days for 8 hours a day; and

**WHEREAS**, On May 21, 2017 the City received a copy of a memorandum from Joe Hamilton, AMCO Investigator to Director McConnell that includes a statement "that the applicant was unable to provide the investigator a list of alcohol sold pursuant to 3 AAC 304.170(j)(6)" ; and

**WHEREAS**, pursuant to AS 04.11.1009(e) a restaurant or eating place license may be renewed if the licensee provides evidence to the board satisfaction that gross receipts **from the sale of food** upon the licensed premises constitute no less than 50 percent of the gross receipts of the licenses premises for each of the two proceeding calendar years; and

**Bold and Underline**, added. ~~Strike through~~, deleted.

**WHEREAS**, on October 2, 2017, the city received the last sales tax report from Gold Miners Lodge Restaurant and Motel LLC. for the period ending August 2017; and

**WHEREAS**, the licensee has been notified of the City's concerns of failure to operate since 2014; and

**WHEREAS**, the Board has been notified of the City's concerns of failure to operate since 2017.

**WHEREAS**, the City Council directs staff to coordinate with AMCO investigators if so requested by the Board; and

**WHEREAS**, the City does not believe the request that the Board deny the renewal is arbitrary, capricious unreasonable and that the denial is in the best interest of the City.

**NOW, THEREFORE, BE IT RESOLVED**, that the Houston City Council hereby protests license #4380 and #4526 held by Gold Miners Lodge Restaurant and Motel LLC. and directs the Mayor to provide notice of such protest to the board and applicant.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the Houston City Council request the waivers be denied for 2018.

**ADOPTED AND APPROVED** by the Houston City Council on April 11, 2019.

**THE CITY OF HOUSTON, ALASKA**

  
\_\_\_\_\_  
Virgie Thompson, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Sonya Dukes, CMC, City Clerk

**Bold and Underline**, added. ~~Strike through~~, deleted.





Approved:	Denied:
Public Hearing:	April 11, 2019
Date Action Taken	April 11, 2019
Attest:	Sonyia Ouelles, City Clerk

**CITY OF HOUSTON  
ACTION MEMORANDUM NO. 19-05**

**Title:** City Council statement of protest for the renewal of a Restaurant/Eating Place Liquor License #4380 held by Gold Miners Lodge Restaurant and Motel LLC.

**Agenda of:** April 11, 2019

**Originator:** Mayor Thompson

**Approved for presentation by:**

City Clerk  
Public Works Director  
Treasurer  
Fire Chief  
Police Chief/Mayor

*Sonyia Ouelles*  
*Paul Russell*  
*Sally Schug*  
*Ch. L. G.*  
*Virgie Thompson*

**Reviewed by Mayor:** *Virgie Thompson*

**Attachment(s):**

- Application Notice
- Staff referrals under HMC 5.08.020
- Notice of Public Hearing

**Summary statement:**

Gold Miners Lodge Restaurant and Motel LLC. has applied for a renewal for a Restaurant/Eating Place Liquor License #4380. State law requires local governing bodies to review requests pertaining to liquor licenses within their municipalities. The City may waive the right to protest or may file a protest to a request.

Before taking action on a liquor license application, the Mayor shall provide for a public hearing before the City Council. Within 15 business days after the referrals under HMC 5.08.020, the Mayor shall schedule each liquor license application for consideration by the City Council at its next City Council meeting and send written notice to the applicant.

A review of the referrals relating to liquor license application has been completed. Based on that review, The Mayor recommends the following action:

	<b>WAIVE THE RIGHT TO PROTEST</b>
<b>X</b>	<b>PROTEST</b> the issuance of the license for the following factors(s). (HMC 5.08.030).
	➤ Staff referrals.
	➤ Concentration of other licenses of the same and other types in the area.
<b>X</b>	➤ Other factors.
<b>X</b>	➤ HMC 5.08.030 (C) (3) Any other factors the City Council determines are relevant to a particular application, including a reasonable expectation that the applicant will exercise the license for the duration of the term of the license.
<b>X</b>	➤ AS 04.11.330 (3) the applicant has not operated the licensed premises for at least 30 eight- hour days during the preceding calendar years.
	<b>CONDITIONS</b> recommend the <b>issuance</b> of the license with the following conditions(s). (HMC 5.08.030).
	➤
	<b>SUSPENSION OR REVOCATION</b> request a suspension or revocation of the license pursuant to AS 04.11.370;

If the City Council protests an application or recommends conditions on which the application shall be granted, the City Council shall state on record the reasons for its decisions, and the Mayor shall notify the Board and the applicant in writing of the decision.

If the City Council finds that the basis for its decision to protest an application, or to recommend conditions on which the application should be granted, no longer exists, the City Council may rescind its decision and direct the Mayor to notify the Board and the applicant of the decision.

**Administration recommendation:** Approve Action Memorandum 19-05.

**Office of the City Clerk Use Only**

Applicant noticed of Public Hearing: € Applicant noticed of decision: € AMCO noticed of decision: €  
MSB Noticed (Relocation only) € Houston Planning Commission noticed of decision €



Approved:	Denied:
Public Hearing: April 11, 2019	
Date Action Taken April 11, 2019	
Attest: Sonya Ouellet, City Clerk	

**CITY OF HOUSTON**  
**ACTION MEMORANDUM NO. 19-06**

**Title:** City Council statement of protest for the renewal of a Beverage Dispensary License #4526 held by Gold Miners Lodge Restaurant and Motel LLC.

**Agenda of:** April 11, 2019

**Originator:** Mayor Thompson

**Approved for presentation by:**

City Clerk  
Public Works Director  
Treasurer  
Fire Chief  
Police Chief/Mayor

*Sonya Ouellet*  
*Paul Russell*  
*Sally Schug*  
*Virgie Thompson*

**Reviewed by Mayor:**

*Virgie Thompson*

**Attachment(s):**

- Application Notice
- Staff referrals under HMC 5.08.020
- Notice of Public Hearing

**Summary statement:**

Gold Miners Lodge Restaurant and Motel LLC. has applied for a renewal for a Beverage Dispensary Liquor License #4526. State law requires local governing bodies to review requests pertaining to liquor licenses within their municipalities. The City may waive the right to protest or may file a protest to a request.

Before taking action on a liquor license application, the Mayor shall provide for a public hearing before the City Council. Within 15 business days after the referrals under HMC 5.08.020, the Mayor shall schedule each liquor license application for consideration by the City Council at its next City Council meeting and send written notice to the applicant.

A review of the referrals relating to liquor license application has been completed. Based on that review, The Mayor recommends the following action:



	<b>WAIVE THE RIGHT TO PROTEST</b>
<b>X</b>	<b>PROTEST</b> the issuance of the license for the following factor(s). (HMC 5.08.030).
	➤ Staff referrals.
	➤ Concentration of other licenses of the same and other types in the area.
<b>X</b>	➤ Other factors.
<b>X</b>	➤ HMC 5.08.030 (C) (3) Any other factors the City Council determines are relevant to a particular application, including a reasonable expectation that the applicant will exercise the license for the duration of the term of the license.
<b>X</b>	➤ AS 04.11.330 (3) the applicant has not operated the licensed premises for at least 30 eight- hour days during the preceding calendar years.
	<b>CONDITIONS</b> recommend the <b>issuance</b> of the license with the following conditions(s). (HMC 5.08.030).
	➤
	<b>SUSPENSION OR REVOCATION</b> request a suspension or revocation of the license pursuant to AS 04.11.370;

If the City Council protests an application or recommends conditions on which the application shall be granted, the City Council shall state on record the reasons for its decisions, and the Mayor shall notify the Board and the applicant in writing of the decision.

If the City Council finds that the basis for its decision to protest an application, or to recommend conditions on which the application should be granted, no longer exists, the City Council may rescind its decision and direct the Mayor to notify the Board and the applicant of the decision.

**Administration recommendation:** Approve Action Memorandum 19-06.

**Office of the City Clerk Use Only**

Applicant noticed of Public Hearing: € Applicant noticed of decision: € AMCO noticed of decision: €  
MSB Noticed (Relocation only) € Houston Planning Commission noticed of decision €



Alaska Alcoholic Beverage Control Board

Restaurant or Eating Place License

**Form AB-17a: 2019/2020 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 restaurant or eating place liquor license that will expire on December 31, 2018. 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. Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees that an application will be considered complete, or that a license will be renewed.

**Section 1 – Establishment and Contact Information**

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

Licensee:	Gold Miners Lodge Restaurant and Motel LLC	License #:	4380
License Type:	Restaurant or Eating Place	Statute:	AS 04.11.100
Doing Business As:	Gold Miners Lodge Restaurant and Motel		
Premises Address:	20333 W. Parks Hwy.		
Local Governing Body:	City of Houston (Matanuska-Susitna Borough)		
Community Council:	None		

Mailing Address:	17650 Paula Dr.				
City:	Wright City	State:	Mo	ZIP:	63390

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

Contact Licensee:	Sandra Gauthier	Contact Phone:	(907) 355-9132
Contact Email:	goldminerslodgealaska@gmail.com		

**Optional:** If you wish for AMCO staff to communicate with individual who is not a licensee named on this form (eg: legal counsel) about this application and other matters pertaining to the license, please provide that person's contact information in the fields below.

Name of Contact:		Contact Phone:	
Contact Email:			





Alaska Alcoholic Beverage Control Board

Form AB-17a: 2019/2020 Restaurant Renewal License Application

Section 2 – Entity or Community Ownership Information

This top 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). This number is neither your EIN/tax ID number, nor your business license number. You may view your entity's status or find your CBPL entity number by using the following site: <https://www.commerce.alaska.gov/cbp/main/search/entities>  
General partnerships and local governments should skip to the second half of this page. Licensees who directly hold a license as an individual or individuals should skip to Section 3.

Alaska CBPL Entity #:	102287
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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.

EG

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

- If the applicant is a corporation, the following information must be completed for each 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.

**Important Note:** The information provided in the below fields (including spelling of names, specific titles, and percentages held) must match that which is listed with CBPL. If one individual holds multiple titles mentioned in the bullets above, all titles must be listed for that individual on this application and with CBPL. Failure to list all required titles constitutes an incomplete application.

Name of Official:	Brian Gauthier		
Title(s):	Member, Manager SG Managing Member	Phone:	(907)354-1869
Mailing Address:	17650 Paula Dr.		
City:	Wright City	State:	MO
		ZIP:	63390

Name of Official:	Sandra Gauthier		
Title(s):	Member, Manager SG Managing Member	Phone:	(907)355-9132
Mailing Address:	17650 Paula Dr.		
City:	Wright city	State:	MO
		ZIP:	63390

Name of Official:			
Title(s):		Phone:	
Mailing Address:			
City:		State:	
		ZIP:	



**Form AB-17a: 2019/2020 Restaurant Renewal License Application****Section 3 – Sole Proprietor Ownership Information**

This section must be completed by any licensee who directly holds the license as an **individual or multiple individuals** and is applying for license renewal. If more space is needed, please attach a separate sheet that includes all of the required information. Entities should skip to Section 4. The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: ☐ applicant ☐ affiliate (spouse)

Name:				Contact Phone:	
Mailing Address:					
City:		State:		ZIP:	
Email:					

This individual is an: ☐ applicant ☐ affiliate (spouse)

Name:				Contact Phone:	
Mailing Address:					
City:		State:		ZIP:	
Email:					

**Section 4 – 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 set forth in AS 04.21.025 and 3 AAC 304.465.

**Section 5 – License Operation**

Check a single box for each calendar year that best describes how this liquor license was operated:

2017 2018

The license was regularly operated continuously throughout each year.

*\* Please see attached for operated business hours for 2017.*

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

The license was regularly operated during a specific season each year.

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

The license was only operated to meet the minimum requirement of 240 total hours each calendar year.

If this box is checked, a complete copy of Form AB-30: Proof of Minimum Operation Checklist, and all necessary documentation must be provided with this application.

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both of the calendar years.

If this box is checked, a complete copy of Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated for at least the minimum requirement, unless a complete copy of the form (including fees) has already been submitted for that year.

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------



Alaska Alcoholic Beverage Control Board

Form AB-17a: 2019/2020 Restaurant Renewal License Application

Section 6 - Violations and Convictions

Applicant violations and convictions in calendar years 2017 and 2018:

	Yes	No
Have any notices of violation (NOVs) been issued to this licensee in the calendar years 2017 or 2018?	<input checked="" type="checkbox"/> SG	<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 2017 or 2018?	<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 - Certifications

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

I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.

Initials

SG

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

SG

\* Please see attached

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.

SG

I am submitting as part of this application a completed copy of Form AB-33: Restaurant Receipts Affidavit, to provide evidence to the ABC Board that this establishment met the food sales requirement set forth in AS 04.11.100(e).

SG

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

Sandra L. Gauthier  
Signature of licensee

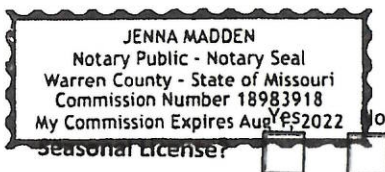
Jenna Madden  
Signature of Notary Public

Sandra L. Gauthier  
Printed name of licensee

Notary Public in and for the State of Missouri

My commission expires: Aug 1, 2022

Subscribed and sworn to before me this 8 day of February, 2019.



Seasonal License? ☐ ☐

If "Yes", write your six-month operating period: \_\_\_\_\_

License Fee:	\$ 600.00	Application Fee:	\$ 300.00	TOTAL:	\$ 900.00
Miscellaneous Fees:	Late Fee				500.00
GRAND TOTAL (if different than TOTAL):					\$ 1400.00

Gold Miners Lodge Restaurant and Motel LLC

Restaurant or Eating Place License

License #4380

Information for Form AB-17a: 2019/2020 Renewal License Application

\*Section 5 - License Operation

Gold Miners Lodge Restaurant and Motel was open for business daily in 2017 from June 17 - Aug 31

\*Section 7 - Certifications

Statement #2 regarding the floor plan. The bar area is currently under renovation hence the need for prior waiver application submitted on November 19, 2018.





Alaska Alcoholic Beverage Control Board

## Form AB-29: Waiver of Operation Application

### What is this form?

This form is the means by which a licensee may request that the Alcoholic Beverage Control (ABC) Board waive the operating requirement of AS 04.11.330(a)(3) or (d). If a recreational site license has not been operated at least once in a calendar year, or if a license of any other type has not been operated for at least 240 hours in a calendar year, then a complete copy of this form and the corresponding fees must be submitted for that calendar year, per 3 AAC 304.170.

This application must be accompanied by a non-refundable waiver application fee of:

- for a 1<sup>st</sup> request, an amount equal to ½ the applicable biennial license fee; or
- for a 2<sup>nd</sup> or subsequent request, double the amount of the fee paid for the previous waiver application.

The ABC Board will determine whether, through no fault of the licensee or because the premises are under construction, the licensed premises could not be operated for the required time during the calendar year. The ABC Board may impose conditions along with the approval of an application for waiver, and it may deny a third or subsequent application for waiver. If an application for waiver is denied, an application for license renewal for the succeeding license period will be denied by the Board. In addition to the waiver application fee, the applicant must pay a late fee of \$1,000 for an application that is received too late for Board consideration at its meeting before November 30 of the year for which the waiver is requested. Please check AMCO's website for meeting agenda deadlines.

Please note that a licensee must submit a separate completed copy of this form and pay a separate corresponding fee for each license and for each calendar year during which a license was not operated in compliance with AS 04.11.330.

### Section 1 – Establishment Information

Enter information for the license that has not been operated for the time required under AS 04.11.330.

Licensee:	Gold Miners Lodge Restaurant and Motel LLC			License Number:	4380		
License Type:	Restaurant or Eating Place						
DBA:	Gold Miners Lodge Restaurant and Motel						
Premises Address:	20333 W. Parks Hwy.						
City:	Houston			State:	Alaska	ZIP:	99694
Local Governing Body:	City of Houston (Matanuska-Susitna Borough)						

### Section 2 – Request Number and Calendar Year

☒ 1<sup>st</sup> Request      ☐ 2<sup>nd</sup> Request      ☐ 3<sup>rd</sup> Request      ☐ Other \_\_\_\_\_

Request for Calendar Year 2018





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

Alaska Alcoholic Beverage Control Board

## Form AB-29: Waiver of Operation Application

### Section 3 – Reason for Non-operation

Provide an explanation as to why the licensed premises were not operated:

As of Oct. 2017 Gold Miners Lodge Restaurant and Motel LLC entered into a lease with option to buy with John Zavacky. Currently he is performing a major renovation of the restaurant and motel. Although it is taking a little longer than he expected he intends to open in 2019. In our original agreement with Mr. Zavacky we were not intending to apply for a waiver. He originally planned to be able to open in 2018 but after speaking with him last week he agreed the waiver

(Please see attached) for page 2 continued

### Section 4 – Certifications

The following must be completed for establishments located within the boundaries of a local governing body:

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

Initials

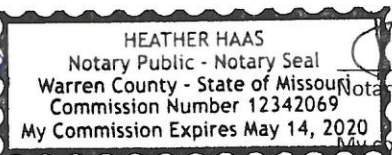
I certify that I will provide a true copy of this application to the local governing body listed on Page 1 of this form prior to ABC Board consideration of this application.

SS

As a liquor licensee, I declare under penalty of perjury that this form, including all attachments, is true, correct, and complete.

*Sandra L. Gauthier*  
Signature of licensee

Sandra L. Gauthier  
Printed name of licensee



*Heather Haas*  
Notary Public in and for the State of Alaska  
My commission expires: 5-14-2020

Subscribed and sworn to before me this 14 day of November, 2018.

Office Use Only			
Waiver Application Fee:	300 -	Late Fee:	—
Transaction #:		970073	



Form AB-29: Waiver of Operation Application

option would be necessary and assured us that he will turn in his necessary paperwork and applications to transfer and renew the liquor licenses into his name by the deadline date of December 31, 2018.

Gold Miners Lodge Restaurant and Motel LLC

Sandra L. Gauthier

Managing Member

License # 4380







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

Alaska Alcoholic Beverage Control Board

Beverage Dispensary – Tourism License

**Form AB-17d: 2019/2020 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 beverage dispensary – tourism liquor license that will expire on December 31, 2018. 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. Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees that an application will be considered complete, or that a license will be renewed.

**Section 1 – Establishment and Contact Information**

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

Licensee:	Gold Miners Lodge Restaurant and Motel LLC	License #:	4526
License Type:	Beverage Dispensary - Tourism	Statute:	AS 04.11.400(d)
Doing Business As:	Gold Miners Lodge Restaurant and Motel		
Premises Address:	Mile 60.5 Parks Hwy		
Local Governing Body:	City of Houston (Matanuska-Susitna Borough)		
Community Council:	None		

Mailing Address:	17650 Paula Dr.		
City:	Wright City	State:	MO
		ZIP:	63390

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

Contact Licensee:	Sandra Gauthier	Contact Phone:	(907)355-9132
Contact Email:	goldminerslodgealaska@gmail.com		

**Optional:** If you wish for AMCO staff to communicate with individual who is not a licensee named on this form (eg: legal counsel) about this application and other matters pertaining to the license, please provide that person's contact information in the fields below.

Name of Contact:		Contact Phone:	
Contact Email:			



# Alaska Alcoholic Beverage Control Board

## Form AB-17d: 2019/2020 Tourism Renewal License Application

### Section 2 – Entity or Community Ownership Information

This top 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). This number is neither your EIN/tax ID number, nor your business license number. **You may view your entity's status or find your CBPL entity number by visiting the following site:** <https://www.commerce.alaska.gov/cbp/main/search/entities>

General partnerships and local governments should skip to the second half of this page. Licensees who directly hold a license as an individual or individuals should skip to Section 3.

Alaska CBPL Entity #:	102287
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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.

EG

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

- If the applicant is a **corporation**, the following information must be completed for each **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**.

**Important Note:** The information provided in the below fields (including spelling of names, specific titles, and percentages held) must match that which is listed with CBPL. If one individual holds multiple titles mentioned in the bullets above, all titles must be listed for that individual on this application and with CBPL. Failure to list all required titles constitutes an incomplete application.

Name of Official:	Brian Gauthier		
Title(s):	Member, Manager SG <del>Managing Member</del>	Phone:	(907)354-1869
Mailing Address:	17650 Paula Dr.		
City:	Wright City	State:	MO
		ZIP:	63390

Name of Official:	Candra Gauthier		
Title(s):	Member, Manager SG <del>Managing Member</del>	Phone:	(907)355-9132
Mailing Address:	17650 Paula Dr.		
City:	Wright City	State:	MO
		ZIP:	63390

Name of Official:			
Title(s):		Phone:	
Mailing Address:			
City:		State:	
		ZIP:	





## Alaska Alcoholic Beverage Control Board

# Form AB-17d: 2019/2020 Tourism Renewal License Application

### Section 3 – Sole Proprietor Ownership Information

This section must be completed by any licensee who directly holds the license as an **individual or multiple individuals** and is applying for license renewal. If more space is needed, please attach a separate sheet that includes all of the required information. Entities should skip to Section 4. The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: ☐ applicant ☐ affiliate (spouse)

Name:				Contact Phone:	
Mailing Address:					
City:		State:		ZIP:	
Email:					

This individual is an: ☐ applicant ☐ affiliate (spouse)

Name:				Contact Phone:	
Mailing Address:					
City:		State:		ZIP:	
Email:					

### Section 4 – 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 set forth in AS 04.21.025 and 3 AAC 304.465.

SG

### Section 5 – License Operation

Check a single box for each calendar year that best describes how this liquor license was operated:

2017 2018

The license was regularly operated continuously throughout each year.

*\*Please see attached for operated hours for "2019"*

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

The license was regularly operated during a specific season each year.

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

The license was only operated to meet the minimum requirement of 240 total hours each calendar year.

If this box is checked, a complete copy of Form AB-30: Proof of Minimum Operation Checklist, and all necessary documentation must be provided with this application.

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both of the calendar years.

If this box is checked, a complete copy of Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated for at least the minimum requirement, unless a complete copy of the form (including fees) has already been submitted for that year.

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------





Alaska Alcoholic Beverage Control Board

Form AB-17d: 2019/2020 Tourism Renewal License Application

Section 6 – Violations and Convictions

Applicant violations and convictions in calendar years 2017 and 2018:

Yes No

Have any notices of violation (NOVs) been issued to this licensee in the calendar years 2017 or 2018?

☒ ☐

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 2017 or 2018?

☐ ☒

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

Section 7 – Certifications

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

Initials

I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.

EG

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

SG

\*Please see attached

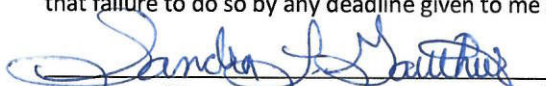
I certify on behalf of myself or of the organized entity that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

EG

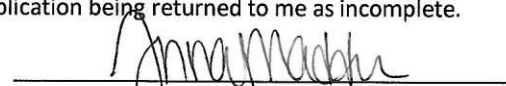
I am submitting as part of this application a written statement that meets the attached Tourism Statement Guidelines, for review by the Alcoholic Beverage Control Board.

EG

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

  
Signature of licensee

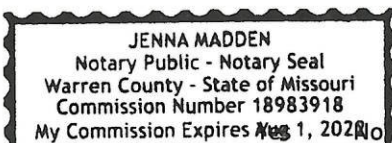
Sandra L. Gauthier  
Printed name of licensee

  
Signature of Notary Public

Notary Public in and for the State of Missouri

My commission expires: Aug 1, 2022

Subscribed and sworn to before me this 8 day of February, 2019.



Seasonal License? ☐ ☐

If "Yes", write your six-month operating period: \_\_\_\_\_

License Fee:	\$ 2500.00	Application Fee:	\$ 300.00	TOTAL:	\$ 2800.00
Miscellaneous Fees:	Late Fee				500.00
GRAND TOTAL (if different than TOTAL):					\$3300.00



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

Alaska Alcoholic Beverage Control Board

## Form AB-29: Waiver of Operation Application

### What is this form?

This form is the means by which a licensee may request that the Alcoholic Beverage Control (ABC) Board waive the operating requirement of AS 04.11.330(a)(3) or (d). If a recreational site license has not been operated at least once in a calendar year, or if a license of any other type has not been operated for at least 240 hours in a calendar year, then a complete copy of this form and the corresponding fees must be submitted for that calendar year, per 3 AAC 304.170.

This application must be accompanied by a non-refundable waiver application fee of:

- for a 1<sup>st</sup> request, an amount equal to ½ the applicable biennial license fee; or
- for a 2<sup>nd</sup> or subsequent request, double the amount of the fee paid for the previous waiver application.

The ABC Board will determine whether, through no fault of the licensee or because the premises are under construction, the licensed premises could not be operated for the required time during the calendar year. The ABC Board may impose conditions along with the approval of an application for waiver, and it may deny a third or subsequent application for waiver. If an application for waiver is denied, an application for license renewal for the succeeding license period will be denied by the Board. In addition to the waiver application fee, the applicant must pay a late fee of \$1,000 for an application that is received too late for Board consideration at its meeting before November 30 of the year for which the waiver is requested. Please check AMCO's website for meeting agenda deadlines.

Please note that a licensee must submit a separate completed copy of this form and pay a separate corresponding fee for each license and for each calendar year during which a license was not operated in compliance with AS 04.11.330.

### Section 1 – Establishment Information

Enter information for the license that has not been operated for the time required under AS 04.11.330.

Licensee:	Gold Miners Lodge Restaurant and Motel LLC			License Number:	4526		
License Type:	Beverage Dispensary - Tourism						
DBA:	Gold Miners Lodge Restaurant and Motel						
Premises Address:	Mile 60.5 Parks Hwy						
City:	Houston			State:	Alaska	ZIP:	99694
Local Governing Body:	City of Houston (Matanuska-Susitna Borough)						

### Section 2 – Request Number and Calendar Year

☒ 1<sup>st</sup> Request      ☐ 2<sup>nd</sup> Request      ☐ 3<sup>rd</sup> Request      ☐ Other \_\_\_\_\_

Request for Calendar Year 2018







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

Alaska Alcoholic Beverage Control Board

**Form AB-29: Waiver of Operation Application**

**Section 3 – Reason for Non-operation**

Provide an explanation as to why the licensed premises were not operated:

As of October 2017 Gold Miners Lodge Restaurant and Motel LLC entered into a lease with option to buy with John Zavacky. Currently he is performing a major renovation of the restaurant and motel. Although it is taking a little longer than he expected he intends to open in 2019. In our original agreement with Mr. Zavacky we were not intending to apply for a waiver. He originally planned to be able to open in 2018 but after speaking with him last week he agreed the waiver

(Please see attached for page 2)  
continued

**Section 4 – Certifications**

The following must be completed for establishments located within the boundaries of a local governing body:

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

Initials

I certify that I will provide a true copy of this application to the local governing body listed on Page 1 of this form prior to ABC Board consideration of this application.

SG

As a liquor licensee, I declare under penalty of perjury that this form, including all attachments, is true, correct, and complete.

*Sandra L. Gauthier*  
Signature of licensee

Sandra L. Gauthier  
Printed name of licensee

HEATHER HAAS  
Notary Public - Notary Seal  
Warren County - State of Missouri  
Commission Number 12342069  
My Commission Expires May 14, 2020  
Notary Public in and for the State of Alaska  
My commission expires 5-14-2020

Subscribed and sworn to before me this 14 day of November, 2018.

Office Use Only			
Waiver Application Fee:	1250 -	Late Fee:	—
Transaction #:		970080	





## Form AB-29: Waiver of Operation Application

option would be necessary and assured us that he will turn in his necessary paperwork and applications to transfer and renew the liquor licenses into his name by the deadline date of December 31, 2018.

Gold Miners Lodge Restaurant and Motel LLC

Sandra L. Gauthier

Managing Member

License # 4526

