

COMMUNITY MEMORANDUM OF UNDERSTANDING

Between Creekbend Company, LLC and Friends of Hope, Inc.

This Community Memorandum of Understanding (“MOU”) is entered into as of March 27, 2026, by and between Creekbend Company, LLC, an Alaska limited liability company (“Creekbend”), and Friends of Hope, Inc., an Alaska nonprofit corporation (“Friends of Hope”) (collectively, the “Parties”).

This MOU reflects the Parties’ shared interest in supporting a vibrant local economy in Hope, Alaska while addressing community concerns related to events, traffic, and sound.

Background

Creekbend operates the Creekbend Café in Hope, Alaska, where it provides food service, hosts live music, and organizes community events that contribute to local tourism and economic activity.

Friends of Hope is a community organization whose members have expressed concerns related to traffic congestion, parking, sound levels, and other impacts associated with larger events.

The Parties recognize that both a thriving local business environment and a respectful community atmosphere is in the best public interest to the residents and visitors of Hope. This MOU reflects the Parties’ agreement to implement specific operational practices, together with a cooperative framework for communication and review.

1. Community Cooperation and Resolution. In consideration of the commitments set forth in this MOU:

a. The parties agree to stipulate to the ABC Board adopting the operational conditions provided in this Agreement as conditions to its Restaurant Eating Place License (“REPL 1381”). Friends of Hope agrees to withdraw its objection to the renewal of Creekbend’s Restaurant Eating Place License (REPL 1381) simultaneously with the Board’s approval of this MOU; and

b. The Parties agree to publicly acknowledge their mutual efforts to reach a balanced resolution that supports both local business operations and community interests.

2. Operational Practices. Creekbend agrees to implement the following operational practices acknowledging that these operational conditions are in the best interest of the public:

a. **Event Attendance.** Event attendance shall not exceed 700 attendees per event. Creekbend will retain security personnel to monitor and track attendance.

b. Parking Management. Creekbend will (i) employ a parking attendant for events exceeding approximately 250 attendees; (ii) promote off-site parking, available to the public at the Hope Chamber of Commerce parking lot; and (iii) install temporary signage directing patrons to off-site parking area during events. These signs will be placed in front of Creekbend from 4th to 5th street.

c. Sound Management.

i. Sound levels at the property line shall not exceed:

- o 65 dB LAFmax (+/- 3 dB) from 7:00 a.m. to 11:00 p.m.
- o 50 dB LAFmax (+/- 3 dB) from 11:00 p.m. to 7:00 a.m.

ii. Sound shall be measured at the property lines, except for the southern property line. The sound from the southern property line shall be measured across the Hope Highway as agreed by the Parties.

iii. Notwithstanding the forgoing, Creekbend shall be allowed to have the 65 dB LAFmax (+/- 3 dB) past 11pm when Creekbend obtains a time extension from AMCO. Creekbend shall only request up to three (3) one day time extension permits per year.

iv. Creekbend shall employ a third-party professional sound engineer to monitor sound levels during events to ensure that the sound limits are not exceeded and will provide a public sound report within 72 hours following events.

v. Pilot Period: Sound requirements will be evaluated during a pilot period in May to June 2026 to test out the sound and speaker positions. There shall be no alleged sound violations until July 1, 2026. The sound requirements will start on July 1, 2026. Creekbend will meet with FOH representative Liam Bureau at the end of June to review Creekbend's sound program. The sound agreement may be revised per mutual agreement of the parties.

d. Non-Music Weekends. Creekbend will designate three amplified-music-free weekends during May to September 2026 and four amplified-music-free weekends during May to September in 2027 and 2028. Creekbend will provide advance notice to the community of these amplified-music-free weekends.

e. Event Hours and Extensions. Creekbend will limit extended-hour events permits to three single-day events per year and will provide advance notice to the community for those events.

f. Sanitation. Creekbend will provide portable restroom facilities consistent with industry standards recognized by the Portable Sanitation Association International, with facilities located within the licensed premises and separate from campground areas.

3. Term and Review. This MOU shall remain in effect for a three-year pilot period (2026–2028). The Parties agree to meet annually (or as otherwise agreed) to review the effectiveness of these operational practices. The MOU may be extended or modified by mutual written agreement.

4. Notice and Opportunity to Cure. Friends of Hope shall provide written notice of any alleged breach of this MOU. Creekbend shall have seven (7) days to cure any such alleged breach.

5. Regulatory Framework. The Parties acknowledge that:

i. Creekbend’s operations remain subject to oversight by the Alaska Alcoholic Beverage Control Board and applicable law;

ii. This MOU shall be included in Creekbend’s license file and operate as a condition on its license; and

iii. Any established violation of this MOU documented by the parties shall be evidence of violating conditions of the license as documented by the parties and subject to appropriate action as determined by the ABC Board.

Nothing in this MOU creates a private right of enforcement, monetary penalties between the Parties, or a basis for court enforcement independent between the parties of applicable regulatory processes.

6. Nature of the Agreement. FOH and Creekbend publicly acknowledge the mutual efforts of the parties to reach a compromise taking into account the ability of local businesses to operate successfully while ensuring residents can enjoy their homes, properties, and public spaces.

7. Modification. This MOU may be modified only by mutual written agreement of the Parties.

8. Voluntary Agreement. The Parties acknowledge that they have entered into this MOU voluntarily and in good faith.

9. If the Board does not approve this MOU as part of the licensed conditions, it shall be null and void.