



FAIRBANKS CITY COUNCIL
AGENDA NO. 2017-18
REGULAR MEETING SEPTEMBER 25, 2017
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

PRELIMINARY MEETINGS

5:30 p.m. Work Session – Interior Gas Utility Report

6:10 p.m. Work Session – Arcadis Team, FNSB/EAFB Regional Growth Plan

It is the mission of the City of Fairbanks to provide essential services to the residents of the City that increase the desirability of the City as a place to live, work, and visit. Essential services include not just the visible activities of police, fire, and public works employees, but also the creation and maintenance of community infrastructure, promotion of safe housing and construction standards, and the sound management of community assets.

REGULAR MEETING

7:00 P.M.

1. ROLL CALL
2. INVOCATION
3. FLAG SALUTATION
4. CITIZENS COMMENTS, oral communications to Council on any item not up for Public Hearing. Testimony is limited to five minutes. Any person wishing to speak needs to complete the register located in the hallway. Normal standards of decorum and courtesy should be observed by all speakers. Remarks should be directed to the City Council as a body rather than to any particular Council Member or member of the staff. In consideration of others, kindly silence all cell phones and electronic devices.
5. APPROVAL OF AGENDA AND CONSENT AGENDA

Approval of Consent Agenda passes all routine items indicated by an asterisk (*). Consent Agenda items are not considered separately unless a Council Member so requests. In the event of such a request, the item is returned to the General Agenda.
6. APPROVAL OF PREVIOUS MINUTES

7. SPECIAL ORDERS

- a) The Fairbanks City Council will hear interested citizens concerned with the following Marijuana License Application for Renewal. Public Testimony will be taken and limited to five minutes.

Lic. #	DBA	License Type	Licensee	Premises Address
10958	Green Life Supply, LLC	Standard Marijuana Cultivation Facility	Green Life Supply, LLC	511 30th Avenue

- b) The Fairbanks City Council will hear interested citizens concerned with the following application for a new Retail Marijuana Store License. Public Testimony will be taken and limited to five minutes.

Type: Retail Marijuana Store, License #11927
 DBA: Green Life Supply, LLC
 Licensee/Applicant: Green Life Supply, LLC
 Physical Location: 511 30th Avenue, Fairbanks, Alaska

8. MAYOR'S COMMENTS AND REPORT

- a) Housing & Homeless Coordinator Report

9. UNFINISHED BUSINESS

- a) Ordinance No. 6060 – An Ordinance to Provide a Stipend and Resolutions to Residents and Businesses with Drinking Water Contamination by Perfluorinated Compounds (PFCs). Introduced by Council Members Pruhs and Rogers. SECOND READING AND PUBLIC HEARING.
- b) Ordinance No. 6061 – An Ordinance Amending Fairbanks General Code Section 70-321 Regarding Responsibility for Removal of Snow and Ice from Sidewalks and Moving Snow from Private Property onto a Street or Sidewalk. Introduced by Mayor Matherly. SECOND READING AND PUBLIC HEARING.

10. NEW BUSINESS

- *a) Resolution No. 4808 – A Resolution Amending the City Schedule of Fees and Charges for Services Relating to Snow Removal. Introduced by Mayor Matherly.
- *b) Resolution No. 4809 – A Resolution Authorizing the City of Fairbanks to Accept Funds from the Alaska Highway Safety Office for FFY2018 DUI Traffic Enforcement Unit. Introduced by Mayor Matherly.

- *c) Resolution No. 4810 – A Resolution Authorizing the City of Fairbanks to Accept Funds from the Alaska Division of Homeland Security for the FFY2017 Emergency Management Performance Grant. Introduced by Mayor Matherly.
- *d) Resolution No. 4811 – A Resolution Authorizing the City of Fairbanks to Accept Funds from the Alaska Division of Homeland Security for the FFY2017 State Homeland Security Program. Introduced by Mayor Matherly.
- *e) Ordinance No. 6062 – An Ordinance Amending Fairbanks General Code Sec. 2-119 Order of Business; Sec. 2-121 Speaking, recognition; and Sec. 2-122 Voting. Introduced by Mayor Matherly and Council Member Bagwill.

11. DISCUSSION ITEMS (INFORMATION AND REPORT)

- a) Committee Reports

12. COMMUNICATIONS TO COUNCIL

- *a) Chena Riverfront Commission Meeting Minutes of July 12, 2017
- *b) Board of Plumber Examiner Meeting Minutes of June 20, 2017
- *c) Reappointments to the Board of Plumber Examiners

13. COUNCIL MEMBERS' COMMENTS

14. CITY CLERK'S REPORT

- *a) Approval of Election Judges for the 2017 Municipal Election

15. CITY ATTORNEY'S REPORT

16. EXECUTIVE SESSION

- a) Gavora, Inc. v. City of Fairbanks 4FA-16-01898CI: Settlement Proposals

16. ADJOURNMENT



City of Fairbanks

Office of the City Clerk

800 Cushman Street

Fairbanks, AK 99701

(907)459-6715

Fax (907)459-6710

MEMORANDUM

TO: Mayor Jim Matherly and City Council Members

FROM: D. Danyielle Snider, CMC, City Clerk 

SUBJECT: Marijuana License Renewal

DATE: September 19, 2017

Notice has been received from the State Alcohol & Marijuana Control Office (AMCO) for the following marijuana license renewal:

Lic. #	DBA	License Type	Licensee	Premises Address
10958	Green Life Supply, LLC	Standard Marijuana Cultivation Facility	Green Life Supply, LLC	511 30th Avenue

Pursuant to 3 AAC 306.060, the Council may determine whether to protest marijuana license renewals after holding a public hearing. The Marijuana Control Board (MCB) will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that the protest is arbitrary, capricious, and unreasonable. The 60-day deadline for response to AMCO on the above-listed renewal is October 13, 2017.

At the MCB meeting on May 15, 2017, the board delegated Director Erika McConnell the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for an application, or if any notices of violation have been issued for a license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

Per the Council's request, the Police Department has included a call report for the location (attached); however, Chief Jewkes is not recommending a protest the renewal.

There are no departmental protests to the above-listed marijuana license renewal. Please contact me if you need any further information.

CITY OF FAIRBANKS PUBLIC SAFETY

GREEN LIFE SUPPLY CO. 511 30th Avenue

09/19/2016 - 09/19/2017

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
17001414	05/02/2017 15:09	PAST THEFT - BRAVO	511 THIRTIETH AVE	DESK RPT		05/02/2017 15:13:51
	12/10/2016 20:46	URGENT WELFARE	511 THIRTIETH AVE	O30	NRP	12/10/2016 21:01:15

Total Number of Events Listed: **2**




MEMORANDUM

City of Fairbanks Clerk's Office

D. Danyielle Snider, City Clerk

TO: Mayor Jim Matherly
City Council Members

FROM: D. Danyielle Snider, CMC, City Clerk 

SUBJECT: Application for New Retail Marijuana Store License

DATE: September 19, 2017

Attached you will find a notification from the Alcohol and Marijuana Control Office (AMCO) of an application for a new Retail Marijuana Store License and additional information for the following applicant:

License #: 11927
License Type: Retail Marijuana Store
D.B.A.: Green Life Supply, LLC
Licensee/Applicant: Green Life Supply, LLC
Physical Location: 511 30th Avenue, Fairbanks, Alaska

Pursuant to 3 AAC 306.060, the Council may file a protest on a new marijuana establishment license within 60 days of receipt of application notice from AMCO; the 60-day deadline for the City's response is October 23, 2017.

A notice of the date, time and place of the public hearing has been mailed to all property owners within 500 feet of the marijuana establishment, and this public hearing will be advertised in the Fairbanks Daily News Miner on September 22, 2017.

The Building and Fire Departments recommend protesting this license until a Certificate of Occupancy is issued. There are **no other departmental objections** to the issuance of the license.



City of Fairbanks

Office of the City Clerk

800 Cushman Street

Fairbanks, AK 99701

(907)459-6715
Fax (907)459-6710

ALCOHOL AND MARIJUANA CONTROL OFFICE MARIJUANA LICENSE RESPONSE FORM

- TO: FINANCE DEPARTMENT
 BUILDING DEPARTMENT
 FIRE DEPARTMENT
 POLICE DEPARTMENT

DATE: 08/24/2017

FROM: CITY CLERK'S OFFICE

RE: MARIJUANA LICENSE ACTION – NEW RETAIL LICENSE APPLICATION

DATE NOTICE RECEIVED AT CLERKS OFFICE: 08/24/2017 (60 DAY DUE DATE 10/23/2017)

DATE RESPONSE DUE: 09/19/2017 for City Council Meeting of 09/25/2017

License #: 11927
 License Type: Retail Marijuana Store
 D.B.A.: Green Life Supply, LLC
 Licensee/Applicant: Green Life Supply, LLC
 Physical Location: 511 30th Avenue, Fairbanks, Alaska

Corp/LLC Agent:	Mailing Address	Phone	Date and State of Ltd Partner/Corp	Good standing?
Green Life Supply, LLC	863 6th Avenue Fairbanks, AK 99701	907-795-0515	08/15/2016 – Alaska	Yes

Member/Officer/Affiliate:	Mailing Address	Phone	Title/Shares (%)
Dayton MacCallum	2375 Wildflower Lane North Pole, AK 99705	907-322-5310	Member/10%
Nathan Davis	863 6th Avenue Fairbanks, AK 99701	907-795-0515	Member/80%
Jameson Johnson	525 Sprucewood Road Fairbanks, AK 99709	907-350-8199	Member/10%

ADDITIONAL COMMENTS:

NO PROTEST:
COMMENTS

PROTEST REASONS: *UNUSUAL CERTIFICATE OF OCCUPANCY IS ISSUED*

DEPARTMENT SIGNEE: *[Signature]* ICYENNE M. CROOKER
 (Signature) (Printed Name)



City of Fairbanks

Office of the City Clerk

800 Cushman Street

Fairbanks, AK 99701

(907)459-6715
Fax (907)459-6710

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Jameson Johnson	525 Sprucewood Road Fairbanks, AK 99709	907-350-8199	Member/10%

ADDITIONAL COMMENTS:

NO PROTEST:
COMMENTS

PROTEST
REASONS: Fire Department recommends protest until final inspections have been completed and the Certificate of Occupancy is issued by the Building Department.

DEPARTMENT SIGNEE:

James A. Styrer
(Signature)

James Styrer
(Printed Name)

NOTE: THIS COMPLETED FORM MUST BE RETURNED TO THE CITY CLERK'S OFFICE
BY THE DATE INDICATED ABOVE. YOU MAY E-MAIL OR FAX (459-6710) THE FORM.
IF YOU HAVE ANY QUESTIONS CALL OUR OFFICE AT 459-6774. THANK YOU.



M E M O R A N D U M

TO: City of Fairbanks Council
FROM: D. Christine Nelson, AICP *DCN*
Community Planning Director
DATE: August 30, 2017
SUBJECT: Green Life Supply LLC – Retail License #11927

A “retail marijuana store” is a listed permitted use in the Light Industrial (LI) zoning district pursuant to FNSBC 18.72.020.A.1. The applicant was issued a zoning permit # 17542 to use 1,600 square feet for retail space and 2,000 square feet for office, employee breakrooms, security, and storage space of an existing building for such a facility. Other portions of the existing structure are utilized for a marijuana cultivation facility, indoor unlimited and marijuana product manufacturing facility, unlimited as permitted by conditional use permits CU2016-015 and CU2016-016, respectively.

FNSBC 18.96.240.A.3 addresses buffer distances for commercial marijuana establishments. More specifically, FNSBC 18.96.240.A.3.c establishes the distance of 100 feet from “youth centers, group homes serving persons ages 18 and under, public swimming pools, state licensed day care facilities, arcades, state licensed substance use treatment provider or facility providing substance abuse use treatment, church buildings and residential zones (RE, RR, SF, TF, MF, MFO).”

The proposed marijuana establishment is not located within any known sensitive use buffers listed in FNSBC 18.96.240.A.3. However, a lot owned by the Fairbanks Native Association is located approximately 400 feet from the proposed marijuana establishment and contains at least two sensitive uses, each with 100-foot buffers. The sensitive uses include a “youth center” with a program called Johnson O’Malley and a “facility providing substance abuse use treatment” called Ralph Perdue Center. Please see the attached map identifying approximate distances.

Buffer distances are measured from the “nearest public entrance of a commercial marijuana establishment” to the “principal building containing other uses listed in subsections (A)(3)(a) through (c)” of FNSBC 18.96.240.A.3, in accordance with FNSBC 18.96.240.A.3.d.

Additionally, please note that the Mitchell Expressway to the north of the property is a “controlled access facility” that bisects the marijuana establishment’s 500-foot buffer pursuant to FNSBC 18.96.240.A.3.e, which states that “buffer distance measurements shall not extend beyond the ordinary high water (OHW) mark of a river or lake or beyond the nearest edge of a right-of-way (ROW) of a controlled access facility.”



Fairbanks North Star Borough Generic Report

PAN# 0087424
Printed on: 08/30/2017

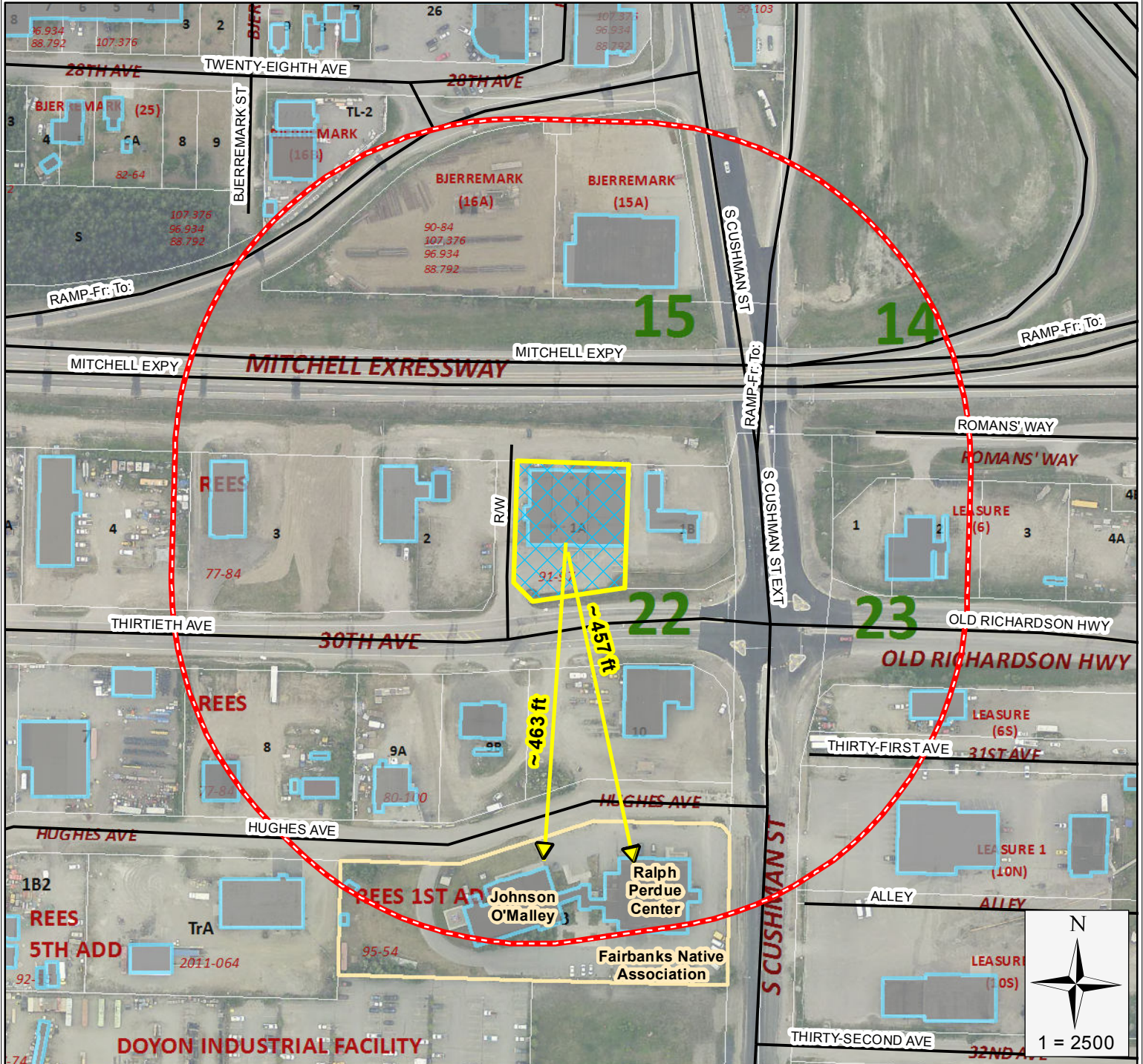


Image courtesy of: Pictometry

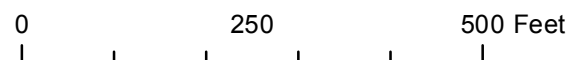
Property Information for PAN#: 0087424

PROPERTY DESCRIPTION: REES, LOT: 01A
 OWNER: Ccm Investments Llc
 SITUS ADDRESS: 511 Thirtieth Ave
 ZONING: LI (100%)
 COMMUNITY PLANNING PERMITS:
 Conditional Use: 20160015
 Conditional Use: 20160016
 Variance: 19950013
 Variance: 19990002
 Zoning: 17542

- 500' Buffer
- 511 30th Ave
- Fairbanks Native Assoc.
- Building Outlines (2012)

500' Buffer and Sensitive Use Map

Green Life Supply, LLC
Marijuana License - New - #11927
Retail Store





Fairbanks North Star Borough Generic Report

PAN# 0087424

Printed on: 08/30/2017

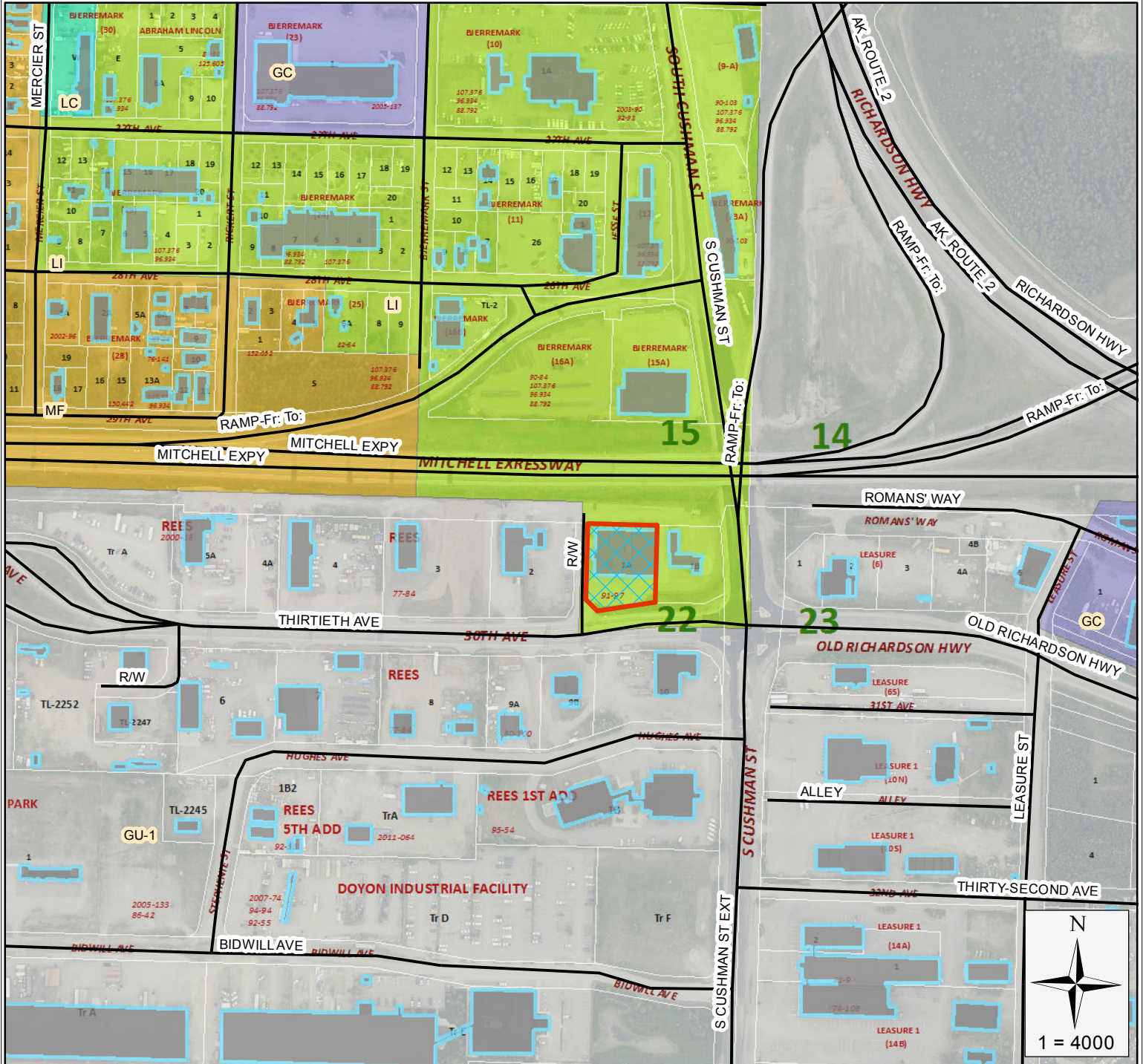
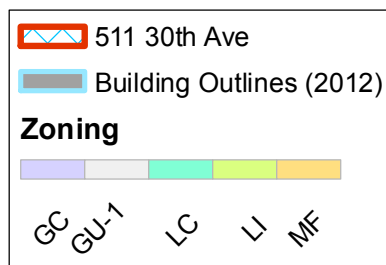


Image courtesy of: Pictometry

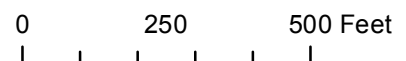
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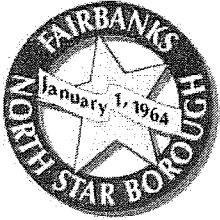
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 ZONING: LI (100%)
 COMMUNITY PLANNING PERMITS:
 Conditional Use: 20160015
 Conditional Use: 20160016
 Variance: 19950013
 Variance: 19990002
 Zoning: 17542



Proximity and Zoning Map

Green Life Supply, LLC
Marijuana License - New - #11927
Retail Store





**Fairbanks North Star Borough
Department of Community Planning**

P.O. Box 71267

Fairbanks, Alaska 99707-1267

Phone: (907) 459-1260

Fax: (907) 459-1255

planning@co.fairbanks.ak.us

Zoning Permit Number: 17542

This permit is issued based on the lot dimensions and zone applicable to the lot on the date of issuance. If prior to construction, the zone or the lot dimensions change, this permit will no longer be valid and a new permit must be obtained.

General Information

Date: 8/19/2016

Telephone: 907-888-2290

Applicant: DAVIS NATHAN

Cell Phone:

Mailing Address: 501 W CRESTWOOD DRIVE, WASILLA AK 99654

Email: greenlifealaska@gmail.com

Property Description: 0087424 LOT 1A REES

Site Address: 511 THIRTIETH AVE

Existing Use: Commercial

Structure: Unknown : Vacant Building

Proposed Use: Commercial

Structure: Retail marijuana store

Dwelling Units: 0

New: 0

Existing: 0

Building Height (stories): 2

Total Area of Structure: 3,600 SF

New: 1,600 SF

Existing: 2,000 SF

Lot Size: 31,391 SF

Est. Construction Cost: \$0

Note: This zoning permit is for 1,600 sq.ft. of retail space on ground floor and 2,000 sq.ft. of office, employee break rooms, security, storage space on second floor.

- I certify that I am the owner or that I am authorized to act for the owner of the property.
- I certify that this information is to the best of my knowledge true and complete.
- I acknowledge and will comply with the conditions set forth in this zoning permit.
- I understand that the holder of this permit is required to comply with all other applicable laws, including city, borough, state and federal laws.
- I agree to submit current and accurate documents if the site plan or other application materials are changed subsequent to issuance of this permit.
- I understand that this permit is appealable and that this appeal must be submitted and perfected within 15 days of the date of the decision in accordance with FNSBC 18.104.090
- This permit is issued contingent upon the applicant obtaining the appropriate State of Alaska Commercial Marijuana Facility License.


 Applicant Signature

8-24-16
 Date

Zoning Specifications

Existing Zone: LI (100%)
 Minimum Lot Size: 0
 Front Yard Req: 20
 Side Yard Req: 0
 Rear Yard Req: 0

Flood Zone: X PROTECTED BY LEVEE (100%)
 Road Service Area: No
 Parking Spaces Req: 6
 Building Type: Principal

Conditions

Floodplain Permit Required: No
 Conditions: Retail marijuana store

FNSB Driveway Permit Required: No

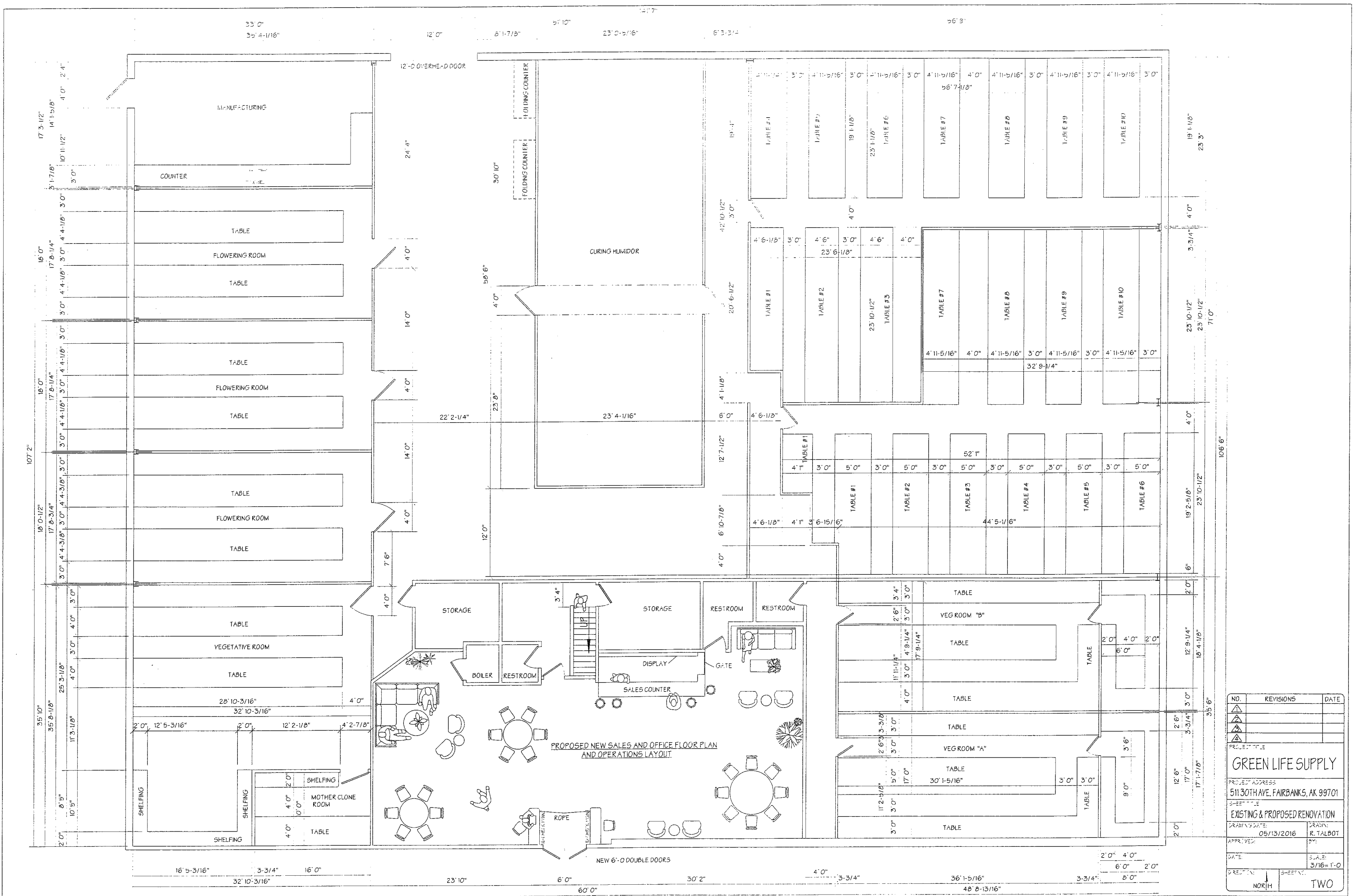
Reasons: Retail marijuana store meets Title 18 criteria

Permit Approval: Approved


 Zoning Official: Singh, M

5/31/2016
 Date

This is a Fairbanks North Star Borough Community Planning Department Zoning Permit. Please contact other departments and agencies to obtain permits as necessary.



PROPOSED NEW SALES AND OFFICE FLOOR PLAN AND OPERATIONS LAYOUT

NO.	REVISIONS	DATE

PROJECT TITLE
GREEN LIFE SUPPLY

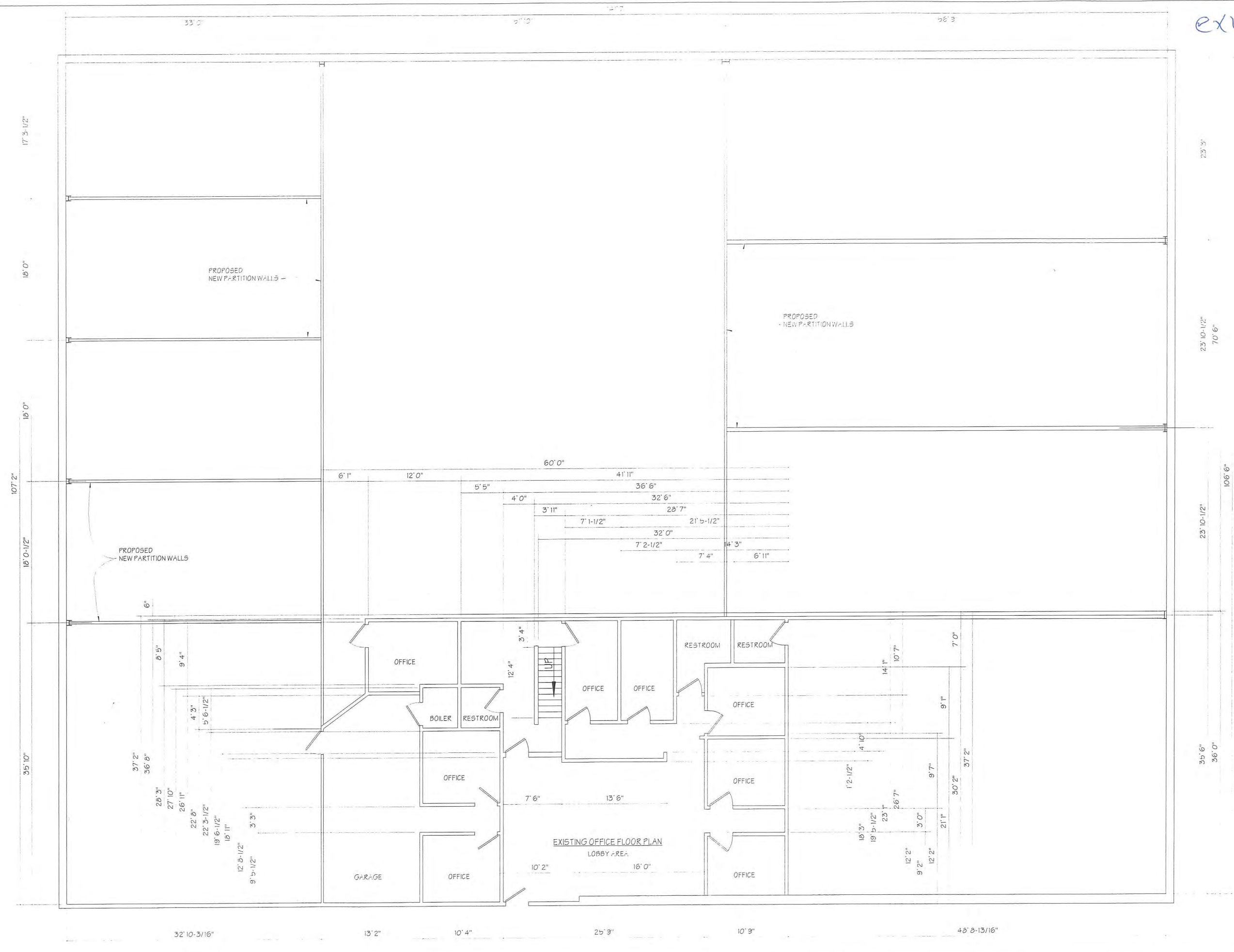
PROJECT ADDRESS
 511 30TH AVE, FAIRBANKS, AK 99701

SHEET TITLE
 EXISTING & PROPOSED RENOVATION

DRAWING DATE: 05/13/2016 DRAWN: R. TALBOT
 APPROVED: DATE: 3/16=1'-0"

DIRECTION: NORTH SHEET NO.: TWO

existing



NO.	REVISIONS	DATE

PROJECT: GREEN LIFE SUPPLY

PROJECT ADDRESS: 511 30TH AVE, FAIRBANKS, AK 99701

DESCRIPTION: EXISTING & PROPOSED RENOVATION

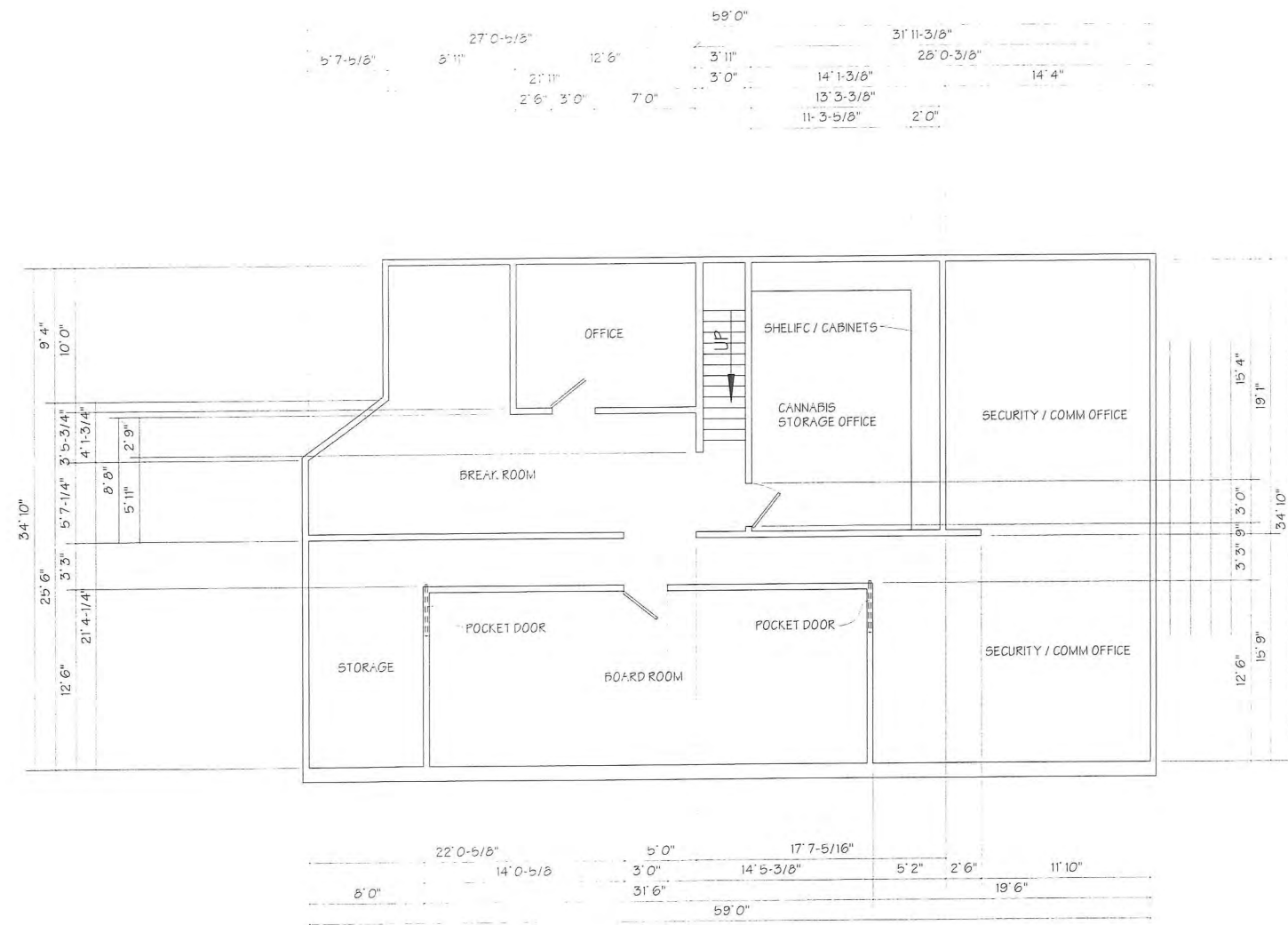
DRAWN DATE: 05/13/2016 DRAWN: R. TALBOT

APP. VES: DATE: 3/16=1'-0"

SHEET: ONE

NORTH

Retail
second floor



UPPER LEVEL FLOOR PLAN

NO.	REVISIONS	DATE
1		
2		
3		
4		

PROJECT TITLE
GREEN LIFE SUPPLY

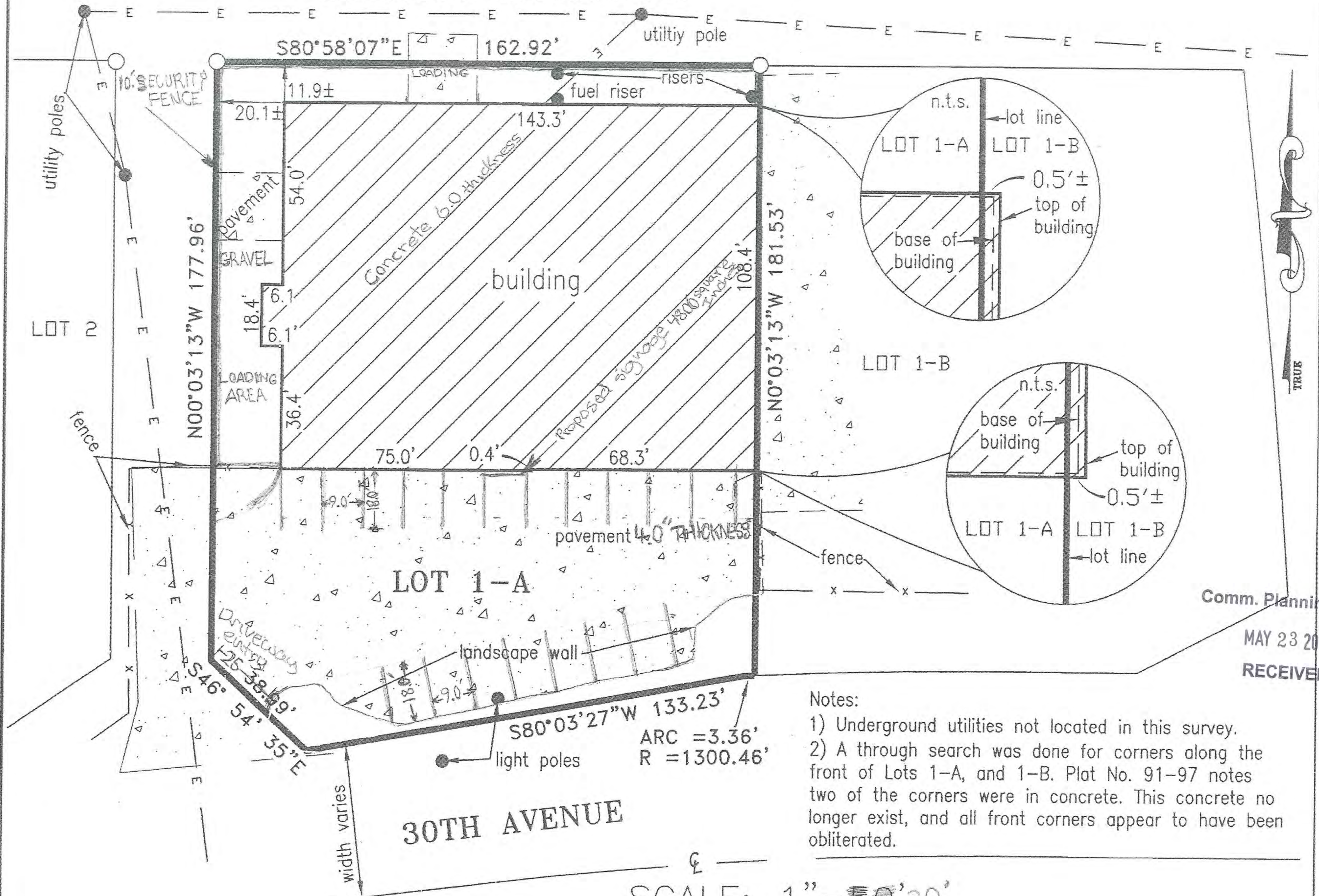
PROJECT ADDRESS
 511 30TH AVE. FAIRBANKS, AK 99701

PROJECT TITLE
 EXISTING & PROPOSED RENOVATION

DRAWN BY DATE: 05/13/2016 DRAWN: R. TALBOT
 APPROVED: DATE: 3/16=1'-0"

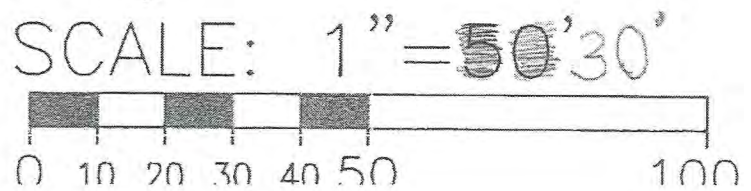
SECTION: NORTH SHEET NO.: THREE

MITCHELL EXPRESSWAY



Comm. Planning Dept
MAY 23 2016
RECEIVED

- Notes:
- 1) Underground utilities not located in this survey.
 - 2) A through search was done for corners along the front of Lots 1-A, and 1-B. Plat No. 91-97 notes two of the corners were in concrete. This concrete no longer exist, and all front corners appear to have been obliterated.



Green Life Supply Company narrative

Our Cultivation facility will have 13,032 square feet of cultivation space. Our Manufacturing facility will have 600 square feet of space. Our retail shop will have 1,600 square feet of retail space. Our facility will have 2,000 squarefeet of office, employee break rooms, security, storage, etc.

Our Facility Site is expected to employ 14 people on a full time basis. 4 employees in the retail department. 8 employees in the cultivation department. 2 employees in the manufacturing department.

Our facility Vehicle trips to the sight will be as follows; 1 standard American fast freight delivery truck on a monthly basis.1 transport vehicle for product testing on a monthly basis. 1 state compliant transport of cannabis products via carrier van on a bi-monthly basis. 1 standard waste removal truck removing solid waste on a bi-monthly basis. Daily employee vehicle traffic standard vehicles.

Our retail facility hours of operation will be 10am – 8pm everyday, Our cultivation facility hours of operation will be 24 hr. a day monitoring. Our manufacturing facility will have 8am-5pm Monday thru Friday.

We are currently in the design phase of development.

Our facility will be built to the highest industry standard and is designed with a double carbon filtration air exchange system to insure state and borough compliance, and zero detectable odor from the exterior of our building. Our facility has pre-existing commercial grade air handling units for the auto body shop that previously operated at our location. The noise created from our filtration system will be no louder than any standard commercial building. Our facility will also have standard

commercial building exterior lighting. We will create zero impact on adjacent property.

Our facility has a detailed state compliant plant waste disposal plan which will extract all usable thc to required levels. We will then have state inspection after which Alaska Waste Management will dispose of all plant solids.

Our facility's energy source will be golden valley electric.

Our facility's water source will be Golden Heart utilities.

Our facility's sewage disposal will be Golden Heart utilities.

Our facility is serviced by the Fairbanks Police Dept.

Our facility is serviced by the Fairbanks Fire Dept.

Our facility's wastewater management will be golden heart utilities. We are currently working out the details with local water treatment plant and if necessary we will utilize pre filtration of wastewater before exiting the facility. All of our facility designs utilize double carbon filtration to insure Zero impact to adjacent proiperties.

In addition I Nathan Davis am the owner of GreenThumb Garden Center. I am currently the 3rd largest distributor of indoor gardening and hydroponic grow equipment in the state of Alaska. I have Fairbanks and Wasilla locations. I am very experienced in every aspect of indoor growing. And every aspect of the necessary air filtration to insure zero odor, zero dust, and zero negative impact to the neighboring lots or the community.

Green Life Supply—Daily sight activities

Sight activities to occur on a daily basis in our cultivation facility include. State compliance on every practice at all times. All standard greenhouse practices; including nutrient and watering schedules, cloning and transplanting of seedlings, vegetative pruning, plant rotation, organic pest control, and plant harvest. As well as implementation of all state required plant traceability software. Finish Flowers will be harvested and rotated into curing, and finished cure will be rotated to manicuring on a monthly basis. Because of this monthly harvest manicuring and packaging will also take place on a daily basis. All filtration and environmental controls will all be closely monitored on a daily basis. Large product transports are likely to take place on a bi-weekly basis. On the opposing bi-weekly basis all waste inspection and removal will occur. Security and hardware inspection as well as financial audits will occur on a quarterly basis. A total facility inspection will occur on an annual basis.

Cardoso IT Solutions
2910 W. 32nd Ave #4
Anchorage, AK 99517
Tel 907-980-0669
sales@cardosoits.com
cardosoits.com



MAY 16, 2016

To Whom It May Concern,

Green Life Supply LLC, located at 511 30th Avenue Fairbanks, AK 99701, has contracted Cardoso IT Solutions LLC to provide security measures to meet and exceed the state marijuana statutes and regulations. The following standards will be established and maintained to ensure compliance:

A central station monitored, wireless alarm system, with back up battery power, and audible siren will be active at the premise at all times. Tamper monitored contacts will be mounted on all exterior doors and windows. In addition, interior motion detectors and glass-break detectors will be mounted within the premise and Employees are provided with a remote panic button that activates the alarm system if under duress to ensure further security.

A video surveillance and camera recording system will be installed on the premise. Both the interior and the exterior of each entrance to the facility will be recorded by video camera. Anywhere marijuana is sold, grown, cured, or manufactured, or where marijuana waste is destroyed will have a camera placement in the room facing the primary entry door; and in adequate fixed positions, at a height that will provide a clear, unobstructed view of the regular activity without a sight blockage from lighting hoods, fixtures, or other equipment, in order to allow for the clear and certain identification of any person and activity in the area at all times. In addition, cameras will be equipped with infrared capabilities to allow for clear viewing during low or no-light conditions.

Each video surveillance recording is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing. The time and date is clearly and accurately displayed and is archived in a format that does not permit alteration of the recorded image, so that the images can readily be authenticated. Furthermore, the equipment and records will reside behind a secured door, within a locked metal cabinet. And, all video surveillance recordings and electronic records will be secured on a firewall protected server to ensure no unauthorized remote access.

Green Life Supply LLC will restrict access to any part of the premise with commercial grade, non-residential door locks with key code entry on doors where marijuana product is grown, processed, tested, stored, or stocked. Unique key codes will be issued to all authorized employees. These areas will be marked by a sign that says, "Restricted access area. Visitors must be escorted."

For any further details or questions feel free to contact me at your convenience.

Sincerely,

Thomas Craig

thomas@cardosoits.com

A&K Electric, llc

P.O. Box 84455
Fairbanks, Alaska
99708
C: 888-0020
F: 888-597-2577
Akelectric63@gmail.com

After coordinating with GVEA, A&K Electric can confirm that the requisite power needs for Greenlife supply at 511 30th Ave Fairbanks, AK 99701 can be met with current utility infrastructure.

Alan Gustafson
Owner
A&K Electric, LLC



TIPS FOR COMMERCIAL CUSTOMERS

The list below highlights items prohibited by the Fairbanks Borough through regular commercial refuse collection. A complete list, including disposal options, can be viewed at www.fnsb.us/pw/Pages/Solid-Waste-Home.aspx which details the necessary handling for each item. Fairbanks North Star Borough can be reached at 907-459-1482.

Our #1 Priority is Safety, and we hope it is yours as well. Please make sure to wear Gloves and Safety Glasses.

- Hazardous Waste
- Medical Waste
- Liquid Waste
- Chemical Products
- Paints, thinners, and removers
- Herbicides and Pesticides
- Oil filters (unless drained for 24 hours)
- Oil Rags or any type of oily waste
- Refrigerators or freezers
- Fluorescent tubes are considered hazardous as they often contain mercury. Proper disposal procedures vary depending on quantity, contact FNSB landfill for options.
- Tires exceeding a quantity of 10 must be taken directly to the landfill for disposal. All tires must be removed from the rims.
- Industrial Process Waste (except for roll offs, contact Alaska Waste Customer Service at 907-452-2009 for more information)
- Radioactive materials, naturally occurring (NORM)
- Dirt and Rocks
- Batteries

REMINDERS

- Customer is responsible for repair/replacement cost due to improper use/abuse.
- To avoid spillage, and/or additional charges, please make sure lids/doors are close and all contents are within the dimensions of the containers. Waste should not be stacked above the top or left outside of the container. **Overflowing containers and/or extra waste will be billed extra.**
- Please ensure that your container is free from parked vehicles or other objects in front and around the container. This will allow us to provide service on your scheduled service day and help avoid potential accidents and possibly additional fees.
- **For Roll-Off customers:** No items over 8' in any direction. 8 tons is the max weight limit in one load. **NO** concrete, rocks , dirt, or other extremely dense material without contacting the office at 907-452-2009 for specific loading instructions. Container will not be placed within 5' of any structure.

Name on the account/account # _____

Project type/Debris _____

Duration _____

Est. # of loads _____

Signed Acknowledgement _____

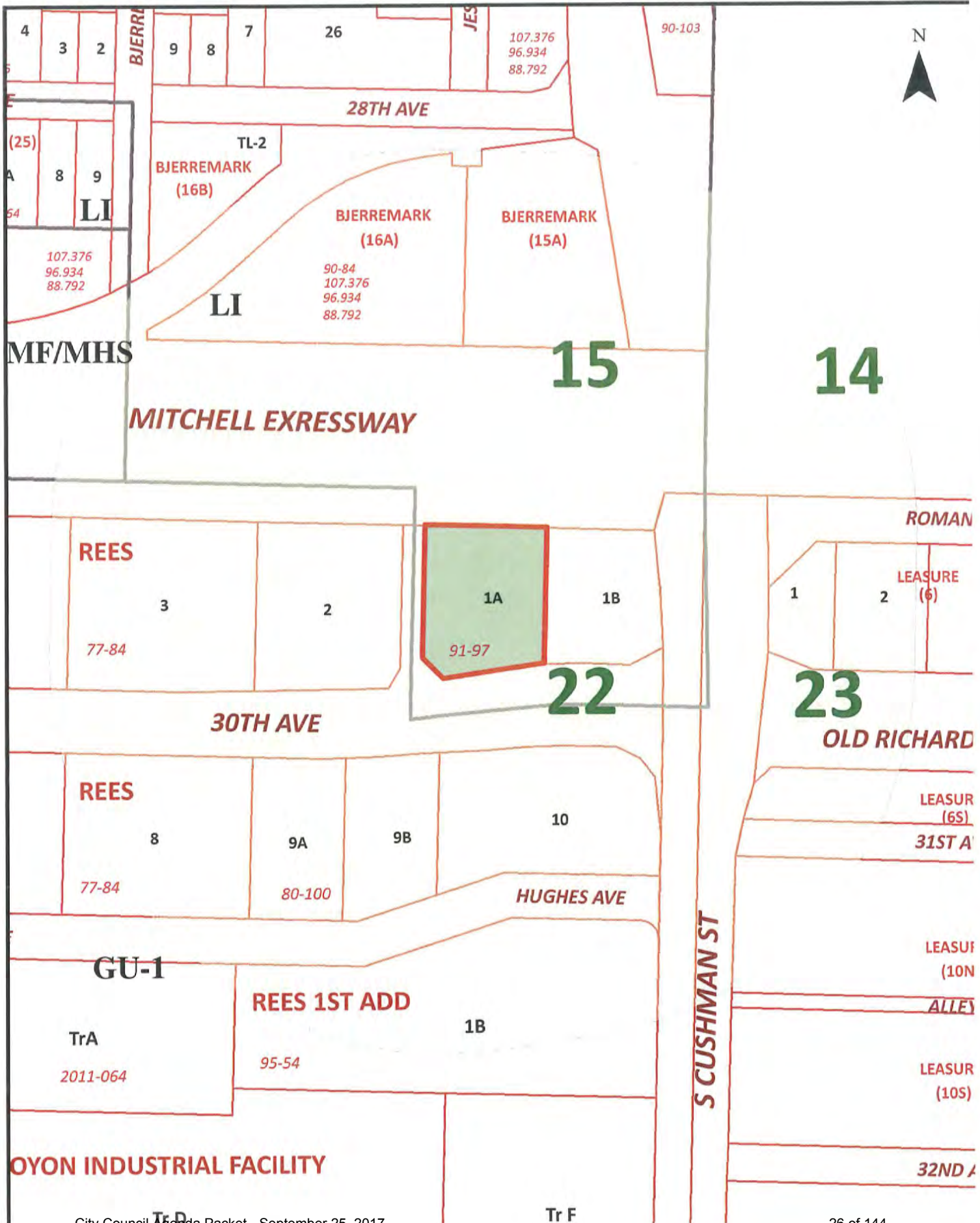


Date _____

Green Life Supply—summary

Our facility will conform to all local and state requirements. We will operate a Compliant Cannabis facility without exception. With our knowledge and experience in both horticulture and business operations we will provide a successful safe cannabis business. We have approval from GVEA for amount of energy required for this facility. We have commercial sized water supply and sewage. We also recently learned that we are the first to bring chemical safety data sheets to the water treatment plant. We are doing all this to insure that our business is healthy and safe for the community.

0 125 250 500 Feet



Greenlife Supply—List of lots and parcels within 500 feet

Bjerrmark subdivision 16a-15a-TI-2—Alaska steele

Rees subdivision lot 4—AT&T

Rees subdivision lot 3—Advance printing

Rees subdivision lot 2—Novus Speedy glass

Rees subdivision lot 1b—Vacant warehouse

Rees subdivision lot 6—Arctic sign

Rees subdivision lot 7—Arctic fire and safety

Rees subdivision lot 8—Air gas

Rees subdivision lots 9a,9b—Santas stitches

Rees subdivision lot 10—6 Roblees

Rees subdivision 1st addition lot TRA,lot1b—fairbanks native association

Leisure lot 1,2—Fox Blocks—Leisure lot4a,4b,5—Fronyier glass(vacant)

Leisure 65—vacant warehouse

Leisure 1(10n)—Bridgestone tire

Leisure 1(10s)—Cooper tires

Alcohol & Marijuana Control Office

License Number: 11927

License Status: New

License Type: Retail Marijuana Store

Doing Business As: GREEN LIFE SUPPLY LLC

Business License Number: 1041284

Designated Licensee: Nathan Davis

Email Address: greenlifealaska@gmail.com

Local Government: Fairbanks (City of)

Community Council:

Latitude, Longitude: 64.819854, -147.712815

Physical Address: 511 30th ave.
Fairbanks, AK 99701
UNITED STATES

Licensee #1

Licensee Type: Entity

Alaska Entity Number: 10040751

Alaska Entity Name: Green Life Supply, LLC

Phone Number: 907-795-0515

Email Address: greenlifealaska@gmail.com

Mailing Address: 863 6th ave.
Fairbanks, AK 99701
UNITED STATES

Affiliate #1

Licensee Type: Individual

Name: Dayton MacCallum
[REDACTED]

Phone Number: 907-322-5310

Email Address: dmaccustoms@yahoo.com

Mailing Address: 2375 Wildflower Ln.
North Pole, AK 99705
UNITED STATES

Affiliate #2

Licensee Type: Individual

Name: Nathan Davis
[REDACTED]

Phone Number: 907-795-0515

Email Address: greenlifealaska@gmail.com

Mailing Address: 863 6th ave.
fairbanks, AK 99701
UNITED STATES

Affiliate #3

Licensee Type: Individual

Name: Jameson Johnson
[REDACTED]

Phone Number: 907-350-8199

Email Address: kodiak.johnson@yahoo.com

Mailing Address: 525 Sprucewood Rd.
Fairbanks, AK 99709
UNITED STATES



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
 marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

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

Licensee:	Green Life Supply, LLC	License Number:	11927
License Type:	Retail Marijuana Store		
Doing Business As:	GREEN LIFE SUPPLY LLC		
Physical Address:	511 30th ave.		
City:	Fairbanks	State:	AK
		Zip Code:	99701
Designated Licensee:	Nathan Davis		
Email Address:	greenlifealaska@gmail.com		

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	Entity Documents 1 - OF - 2
-----------------	-----------------------------

OFFICE USE ONLY

Received Date:	Payment Submitted Y/N:	Transaction #:
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Department of Commerce, Community, and Economic Development
Division of Corporations, Business and Professional
Licensing

State of Alaska > Commerce > Corporations, Business, & Professional Licensing > Corporations Search

NAME(S)

Type	Name
Legal Name	Green Life Supply, LLC

ENTITY DETAILS

Entity Type: Limited Liability Company
Entity #: 10040751
Status: Good Standing
AK Formed Date: 8/15/2016
Duration/Expiration: Perpetual
Home State: ALASKA
Next Biennial Report Due: 1/2/2018
Entity Mailing Address: 863 6TH AVE, FAIRBANKS, AK 99701
Entity Physical Address: 511 30TH AVE, FAIRBANKS, AK 99701

REGISTERED AGENT

Agent Name: NATHAN DAVIS
Registered Mailing Address: 868 6TH AVE, FAIRBANKS, AK 99701
Registered Physical Address: 868 6TH AVE, FAIRBANKS, AK 99701

OFFICIALS

AK Entity#	Name	Titles	Percent Owned
	Dayton MacCallum	Member	10
	Jameson Johnson	Member	10
	Nathan Davis	Member	80

FILED DOCUMENTS

Date Filed	Type	Filing	Certificate
8/15/2016	Creation Filing		
8/22/2016	Initial Report		

Juneau Mailing Address

P.O. Box 110806
Juneau, AK 99811-0806

Physical Address

333 Willoughby Avenue
9th Floor
Juneau, AK 99801-1770

Anchorage Mailing/Physical Address

550 West Seventh Avenue
Suite 1500
Anchorage, AK 99501-3567

Phone Numbers

Main Phone: (907) 269-8160
FAX: (907) 269-8156

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

GREEN LIFE SUPPLY LLC

863 6T AVE FAIRBANKS AK 99701

owned by

GREEN LIFE SUPPLY, LLC

is licensed by the department to conduct business for the period

August 22, 2016 through December 31, 2017
for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting
42 - Trade



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location. It is not transferable or assignable.

Chris Hladick

OPERATING AGREEMENT – Green Life Supply, LLC

A Member-Managed Limited Liability Company

Alaska Entity # 10040751

THIS OPERATING AGREEMENT (the “Agreement”) is made and entered into this 31 day of July, 2016, by: **Nathan A. Davis, Jameson Johnson, and Dayton G. MacCallum** as members and managers of **Green Life Supply, LLC** (hereinafter the “Company”).

This Agreement (unless amended) shall continue in full force and effect, and be binding upon each individual and/or business entity as may be subsequently admitted to the Company. The individuals and/or business entities shall be known as and referred to as “Members” and individually as a “Member.”

ARTICLE I - Company Formation and Registered Agent

1.1 **FORMATION.** The Members have formed a Limited Liability Company subject to the provisions of the Limited Liability Company Act (the “Act”) as currently in effect as of this date of this Agreement. Articles of Organization were filed with the State of Alaska Department of Commerce and Economic Development on August 16, 2016, and a Certificate of Organization was subsequently issued. Any additional documentation as may from time to time be required shall be filed with the State of Alaska at the designated office for maintaining such records.

1.2 **NAME.** The name of the Company shall be: **Green Life Supply, LLC.**

1.3 **PRINCIPAL PLACE OF BUSINESS / REGISTERED AGENT.** The name of the registered agent and location of the principal business office of the Company shall be:

Nathan A. Davis 863 6th Ave Fairbanks, AK 99701

or at such other place as the member(s) may from time to time select.

1.4 **TERM.** The Company has commenced doing business in calendar year 2016, and the business shall continue in perpetuity, unless sooner terminated as provided in this Agreement, or by operation of law, or at the direction of the Member(s).

1.5 **BUSINESS PURPOSE.** The purpose of the Company is to operate the business of ALL OTHER MISCELLANEOUS CROP FARMING and any other lawful act or activity for which a Limited Liability Company may be formed under the Limited Liability statutes of the State of Alaska.

1.6 **NAMES AND ADDRESSES OF MEMBERS.** The name and place of residence of each Member shall be set forth in an exhibit attached to this Agreement.

1.7 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in this Agreement, no additional Members may be admitted to the Company without the prior unanimous written consent of the then-existing Members.

ARTICLE 2 - Capital Contributions

2.1 **INITIAL CONTRIBUTIONS.** The Members shall initially contribute to the Company capital in the form of cash or cash equivalent, with a combined value of \$10,000.

2.2 **ADDITIONAL CONTRIBUTIONS / INTEREST.** No Member shall be obligated to make any additional contribution to the Company without the prior unanimous written consent of the Members. Members are not entitled to interest or other compensation for or on account of their capital contributions to the Company, except to the extent, if any, expressly provided in this Agreement.

ARTICLE 3 - Profits, Losses and Distributions

3.1 **PROFITS/LOSSES.** For financial, accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company, and as may be amended from time to time in accordance with Treasury Regulation 1.704-1.

3.2 **DISTRIBUTIONS.** The Members shall determine and distribute available funds annually, or at more frequent intervals as they deem fit. "Available funds," as referred to herein, shall mean the net cash of the Company available after appropriate provision is made for expenses and liabilities, as determined by the Members. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE 4 - Management

4.1 MANAGEMENT OF THE COMPANY. The Members, within the authority granted by the Act and the terms of this Agreement, shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs. Such authority includes, but is not limited to, all decisions as to: (a) the sale, development, lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and (g) the employment of persons, firms or corporations for the operation and management of the Company's business.

4.2 DECISIONS AND DOCUMENTS. Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by the Members. If there are two Members, all decisions shall be jointly made. If there are more than two Members, then decisions shall be made by a majority of the Members.

4.3 THIRD PARTIES. Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a sole Member, or a majority in interest if more than one Member, to manage and operate the business and affairs of the Company.

4.4 EXCULPATION. Any act or omission of a Member, the effect of which may cause or result in loss or damage to the Company or any other individual Member(s), if done in good faith to promote the best interests of the Company, shall not subject the Member to any liability to other members.

4.5 INDEMNIFICATION. The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, in any pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for expenses (including attorney's fees), judgments, fines, and amounts paid in settlement, actually and reasonably incurred in connection with such action, suit or proceeding, if the person is determined to have acted in good faith and in a manner he/she reasonably believed to be in the best interests of the

Company, and with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "nolo contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he/she reasonably believed to be in the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

4.6 **RECORDS.** The managing Member(s) shall cause the Company to keep at its principal place of business the following:

- (a) a current list in alphabetical order of the full name and current physical address of each Member;
- (b) a copy of the Certificate of Organization and any other documentation evidencing compliance with the Act, as well as the Company Operating Agreement and all amendments;
- (c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three (3) most recent years;
- (d) copies of any financial statements of the Company for the three (3) most recent years.

ARTICLE 5 - Salaries, Reimbursement, and Payment of Expenses

5.1 **ORGANIZATION EXPENSES.** All expenses incurred in connection with organization of the Company will be paid by the Company.

5.2 **SALARY.** No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by the Members, or if more than two Members, then by a majority of the Members.

5.3 **LEGAL AND ACCOUNTING SERVICES.** The Company may obtain legal and accounting services to the extent reasonably necessary to conduct the Company's business.

ARTICLE 6 - Accounting Reports, Tax Returns, Fiscal Year, Banking

6.1 **METHOD OF ACCOUNTING.** The Company will use the method of accounting as previously determined by the Member(s) for financial reporting and tax purposes, or such other method as may be recommended by the accountant for the Company.

6.2 FISCAL YEAR; TAXABLE YEAR. The fiscal year and the taxable year of the Company is the calendar year.

6.3 CAPITAL ACCOUNTS. The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.

6.4 BANKING. All funds of the Company will be deposited in a separate bank account in a financial institution, the name and location to be selected at the discretion of the Members, or if more than two Members, then as determined by a majority of the Members. Company funds will be invested or deposited with a financial institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

ARTICLE 7 – Transfer/Assignment of Interest/Removal of Member

7.1 SALE OR ENCUMBRANCE PROHIBITED. Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (hereinafter collectively, "transfer") an interest in the Company without the prior written consent of the other Member, or if more than two Members, then by a majority of the non-transferring Members.

7.2 RIGHT OF FIRST REFUSAL. Notwithstanding Article 7.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

(a) The Member desiring to transfer his/her Interest must first provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").

(b) For a period of thirty (30) days after receipt of the Notice, the non-transferring Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

(c) Closing of the sale of the Interest will occur as stated in the Offer: provided however, that the closing will occur not more than forty-five (45) days after expiration of the 30-day notice period.

(d) If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the non-transferring Member(s) will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided however, that notwithstanding anything in Article 7.2 to the contrary, should the proposed sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must first re-offer the sale of the Interest to the remaining Members at the more favorable price and terms; provided further, that if a proposed sale to a third person is not closed within six months after the expiration of the 30-day period describe above, then the provisions of Article 7.2 will again apply to the Interest proposed to be sold or transferred.

7.3 SUBSTITUTED PARTIES. Any transfer in which the Transferee becomes a fully-substituted Member is not permitted unless and until:

(1) Documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to effect the transfer and to confirm the agreement of the transferee to be bound by the provisions of this Agreement; and

(2) The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes, or that any such termination would not otherwise adversely impact the best interests of the Company or the other Members.

7.4 DEATH, INCOMPETENCY, OR BANKRUPTCY OF MEMBER. In the event of death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Article 7.5, the successor-in-interest to the Member (whether an estate, personal representative, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until such time as a majority of the other Members as determined on a per capita basis admit the transferee as a fully-substituted Member in accordance with the provisions of Article 7.3.

7.5 DEATH BUYOUT. Notwithstanding the foregoing provisions of this Article, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and



redeem the Interest of the deceased Member in the Company pursuant to the following provision:

(a) The value of each Member's Interest in the Company will be determined on the date this Agreement is signed, and shall be stated as each individual Member's "capital contribution." The value of each Member's Interest will be re-determined unanimously by the Members annually, unless the Members unanimously decide to re-determine those values more frequently. The purchase price for a deceased Member's interest shall be the value last-determined before the death of such Member; provided however, that if the latest valuation is more than two years before the death of the deceased Member, the provisions of Article 7.5(b) will apply in determining the value of the Member's Interest in the Company.

(b) If the Members have failed to value the deceased Member's Interest within the prior two-year period, the value of such Member's Interest in the Company on the date of death, in the first instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days after the appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding 30 days. The appraisers so selected will each then independently determine a fair market value for the Interest. If the Members and personal representative are still unable to agree on a value within 30 days of being selected, then the two appraisers will select a third appraiser within 30 days of reaching an impasse. The third appraiser shall review the values ascribed to the Interest by the first two appraisers, and then solely determine a fair value for the Interest of the decedent. That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.

(c) Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not later than 90 days after final determination of fair market value of the deceased Member's Interest in the Company. If no personal representative has been appointed within 60 days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed.

(d) At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than \$10,000, the



purchase price will be paid in cash; if the purchase price is \$10,000 or more, the purchase price will be paid as follows:

(1) \$10,000 in cash, bank cashier's check, or certified funds;

(2) The balance of the purchase price shall be paid by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company (or its successors and assigns), at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal annual installments. The promissory note will be unsecured and will not have a prepayment penalty.

(e) At closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and further agrees to execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets.

(f) On completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then-existing Ownership Interests.

7.6 ASSIGNMENT BY UNANIMOUS CONSENT OF MEMBERS.

Notwithstanding any of the above provisions of this Article 7, a Member may, with unanimous consent of all of the other remaining members, freely assign the Member's interest in the Company, and upon the terms and conditions as may be agreed upon in a separate writing signed by all members.

7.7 INVOLUNTARY REMOVAL OF MEMBER FOR CAUSE

A Member may be involuntarily removed from the Company if a Member holding a majority interest in the Company, or a combination of Members holding a majority interest (majority percentage of ownership interest) in the Company finds that any of the following circumstances exist:

- (a) The Member to be removed committed a felony crime, as such crimes are defined under the laws of the State of Alaska, on the Company's business premises or during the course and scope of Company business;
- (b) The Member to be removed negligently, recklessly, knowingly, or intentionally, and without the consent of the other Members, shared proprietary Company information with someone outside the Company.

“Proprietary Company information” includes but is not limited to information regarding the methods and means of producing the Company’s products, information regarding the design, construction, and operation of the Company’s production facilities, and information regarding the Company’s business practices other than such information that is generally available to the Company’s customers or the general public.

- (c) The Member to be removed accepted employment by, or agreed to provide consulting or other services to, any third party, whether such party is an individual or an entity of some sort, **and** such employment or services involves or is related to the production, sale, or marketing of cannabis products.
- (d) The Member to be removed recklessly or intentionally engaged in conduct or committed an act or omission that resulted in severe damage to the Company’s interests. “Severe damage to the Company’s interests” includes but is not limited to:
 - i. Damage or destruction of the Company’s product in a manner that results in damages or loss exceeding \$2,000.00.
 - ii. Damage or destruction of the Company’s production facilities or other business premises in a manner that results in damages or loss exceeding \$2,000.
 - iii. Harm to a third-party that creates liability on the part of the Company in an amount that exceeds \$1,000.00.
- (e) The Member to be removed recklessly, knowingly, or intentionally engaged in repeated acts or omissions that harm the interests of the Company, after having been notified by a majority of the other Members that such acts or omissions were harmful to the interests of the Company.

If a Member is removed pursuant to this section (Involuntary Removal of Member) the Member’s ownership interest shall be purchased as described in Section 7.5 (Death Buyout) above.

ARTICLE 8 - Dissolution and Winding Up of Company

8.1 **DISSOLUTION.** The Company will be dissolved on the happening of any of the following events:

(a) Sale, transfer, or other disposition of all or substantially all of the property of the Company;

(b) By agreement of all of the Members;

(c) By operation of law; or

(d) By the death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within 120 days after the date of the event, elect to continue the business of the Company.

8.2 WINDING UP. Upon dissolution of the Company (if the Company is not continued as provided above), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Article 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

(a) To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;

(b) To payment and discharge of any Company debts and liabilities owed to Members; and

(c) To Members in the amount of their respective adjusted Capital Account balances on the date of distribution.

ARTICLE 9 - General Provisions

9.1 AMENDMENTS. Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective only upon the written and unanimous approval of all Members.

9.2 GOVERNING LAW. This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Alaska.

9.3 ENTIRE AGREEMENT; MODIFICATION. This Agreement constitutes the entire understanding and agreement between the Members with respect to the

subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the Members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

9.4 ATTORNEY FEES. In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the “prevailing party” and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, or by the Arbitrator if the matter is submitted to arbitration..

9.5 FURTHER EFFECT. The parties agree to execute other documents as may be necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

9.6 SEVERABILITY. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

9.7 CAPTIONS. The captions used in this Agreement are for the convenience of the parties only and will not be interpreted so as to enlarge, reduce, modify or alter the terms and provisions of this Agreement.

9.8 NOTICES. All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the address designated for each Member, or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

MEMBERS:

Nathan A. Davis

 / Signature

Date: 7-31-16

Jameson Johnson

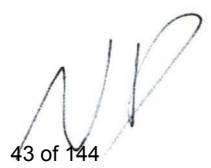
 / Signature

Date: 8-21-16

Dayton G. MacCallum

 / Signature

Date: 7-31-16



Green Life Supply, LLC

EXHIBIT 1 to Operating Agreement

LISTING OF MEMBERS

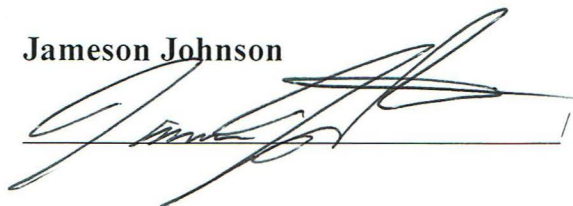
As of the 31 day of July, 2016, the following is a list of Members of the Company:

NAME:	ADDRESS:
Nathan A. Davis	863 6th Ave, Fairbanks AK 99701
Jameson Johnson	525 Sprucewood Rd, Fairbanks, AK 99709
Dayton Grant MacCallum	2375 Wildflower Lane, North Pole, AK 99705

Authorized by Member(s) to provide Member Listing:

MEMBERS:

Nathan A. Davis
 / Signature Date: 7-31-16

Jameson Johnson
 / Signature Date: 8-21-16

Dayton G. MacCallum
 / Signature Date: 7-31-16

Green Life Supply, LLC

EXHIBIT 2 to Operating Agreement

CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be \$10,000.00. The description and each individual portion of this initial contribution is agreed to as follows:

NAME:	CONTRIBUTION:	% OWNERSHIP:
Nathan A. Davis	\$8,000.00	80%
Jameson Johnson	\$1,000.00	10%
Dayton G. MacCallum	\$1,000.00	10%

MEMBERS:

Nathan A. Davis

 / Signature

Date: 7-31-16

Jameson Johnson

 / Signature

Date: 8-21-16

Dayton G. MacCallum

 / Signature

Date: 7-31-16



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

What is this form?

An operating plan is required for all marijuana establishment license applications. Applicants should review **Title 17.38 of Alaska Statutes** and **Chapter 306 of the Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those statutes and regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020(c).

What must be covered in an operating plan?

Applicants must identify how the proposed premises will comply with applicable statutes and regulations regarding the following:

- Security
- Inventory tracking of all marijuana and marijuana product on the premises
- Employee qualification and training
- Waste disposal
- Transportation and delivery of marijuana and marijuana products
- Signage and advertising
- Control plan for persons under the age of 21

Applicants must also complete the corresponding operating plan supplemental forms (**Form MJ-03, Form MJ-04, Form MJ-05, or Form MJ-06**) to meet the additional operating plan requirements for each license type.

Section 1 – Establishment Information

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

Licensee:	Green Life Supply LLC	License Number:	11927
License Type:	Retail Marijuana Store		
Doing Business As:	Green Life Supply LLC		
Premises Address:	511 30th Ave.		
City:	Fairbanks	State:	ALASKA
		ZIP:	99701
Mailing Address:	511 30th Ave.		
City:	Fairbanks	State:	ALAS
		ZIP:	99701
Primary Contact:	Nathan Davis		
Main Phone:	907-795-0515	Cell Phone:	907-795-0515
Email:	greenlifealaska@gmail.com		



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 2 – Security

Review the requirements under 3 AAC 306.710 – 3 AAC 306.720 and 3 AAC 306.755, and identify how the proposed premises will meet the listed requirements.

Describe how the proposed premises will comply with each of the following:

Restricted Access Areas (3 AAC 306.710):

Describe how you will prevent unescorted members of the public from entering restricted access areas:

All entry points to restricted access areas will be equipped with commercial keypad hardware which will remain locked at all times. All of these doors will display prominent signage reading, RESTRICTED ACCESS-EMPLOYEES ONLY

Describe your processes for admitting visitors into and escorting them through restricted access areas:

All visitors must be 21 years of age or older with valid photo identification. Visitors admittance time, date, and signature will be added to the visitor log. Any and all visitors will be given temporary access badges. Visitors will then be granted access with employee escort beside them at all times. Upon exiting restricted access areas visitors will be logged out and relieved of their temporary access badge.



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

Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe your recordkeeping of visitors who are escorted into restricted access areas:

Restricted access visitors must be 21 years with valid photo identification. All visitors will be entered into a log requiring printed name, signature, time, and date. Employee escorts will log visitors in and out. The daily activities contained in the log will be permanently stored electronically.

Provide a copy of a sample identification badge to be displayed by each licensee, employee, or agent while on the premises:





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Security Alarm Systems and Lock Standards (3 AAC 306.715):

Exterior lighting is required to facilitate surveillance. Describe how the exterior lighting will meet this requirement:

L.E.D. exterior lighting will be directed towards all entrances and all open areas of the property to provide sufficient lighting for the security system cameras.

An alarm system is required for all license types. Describe the security alarm system for the proposed premises:

A central station monitored 2 gig cellular alarm system with back up battery power, two-way voice response and audible siren will be activated at the premises at all times.

The alarm system must be activated on all exterior doors and windows when the licensed premises is closed for business. Describe how the security alarm system meets this requirement:

Tamper monitored contacts will be mounted on all exterior doors and windows. In addition interior motion detectors and glass break detectors will be mounted within the premises to insure further security. After completion of the closing procedures, the alarm will be activated to the away mode. If any of the sensors are breached, the audible siren is set off and the central monitoring station alerts the licensee and dispatches the local law enforcement agency.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe your policies and procedures for preventing diversion of marijuana or marijuana product:

Any and all employees in restricted and non-restricted areas will be under constant video surveillance. Every customer and sale will also be under constant video surveillance. Any customer known to illegally re-sell any product from GreenLife will be immediately reported to the proper authorities, who will receive full cooperation from GreenLife. Any and all product inside the store will be carefully inventoried and electronically logged and made fully accessible to the board via state compliant METRC software.

Describe your policies and procedures for preventing loitering:

No trespassing or loitering will be posted at parking lot entrance as well as on the building front. During operating hours our entrance has manned I.D. checkpoint at the front entrance and our security cameras have open view of the entire parking lot. Anyone loitering will be escorted from the property immediately. During non-operational hours any loitering will trip motion sensor cameras directed at entrance and within fenced property. It will send an automatic notification to management which will then notify the proper authorities.

Describe your policies and procedures regarding the use of any additional security device, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm to enhance security of the proposed premises:

Motion detection alerts will be programmed into the camera system to send visual notification of unauthorized activity. After close of business interior motion detectors and glass break detectors will be activated. Employees are provided with a remote panic button that activates the alarm system if under duress. All video cameras will be equipped with infrared capabilities to allow for clear viewing during low or no-light conditions.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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Describe your policies and procedures regarding the actions to be taken by a licensee, employee, or agent when any automatic or electronic notification system alerts a local law enforcement agency of an unauthorized breach of security:

Unauthorized activity triggers the audible alarm system and connects the personnel from the 24-hour central monitoring station to verify over the 2-way security panel if anyone is present, who is present, and verify if they are a registered agent of the premises with the security questions. If it is an employee, the central monitoring station will ask for name and password for verification. If the reply to the central monitoring station does not meet the criteria, the police dispatch will continue. The authorized employee will be notified and directed to the premises to follow the protocol directed by the police. Before the authorized employee leaves, an inspection of the entire premises will be executed and verify no marijuana product was compromised. If so, after all issues are resolved the authorized employee will arm the system.

Video Surveillance (3 AAC 306.720):

All licensed marijuana establishments must meet minimum standards for surveillance equipment. Applicants should be able to answer "Yes" to all items below.

Video surveillance and camera recording system covers the following areas of the premises:

Yes No

Each restricted access area and each entrance to a restricted access area

Both the interior and exterior of each entrance to the facility

Each point of sale area

Each video surveillance recording:

Yes No

Is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing

Clearly and accurately displays the time and date

Is archived in a format that does not permit alteration of the recorded image, so that the images can readily be authenticated



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe how the video cameras will be placed to produce a clear view adequate to identify any individual inside the licensed premises, or within 20 feet of each entrance to the licensed premises:

A video surveillance and camera recording system will be installed in and around the retail marijuana store. A camera will be placed: in view of each entrance to a restricted access area. In view of each entrance to the exterior of the licensed premises. In view of the area where marijuana waste is being processed. In view of each point of view area. Within 20 feet of each entrance of the licensed premises as to provide a clear and adequate view to identify any individual inside the building. Both the interior and the exterior of each entrance of the building will be under surveillance by video cameras. Anywhere marijuana is sold, stored, handled, packaged, or where marijuana waste is destroyed will have a camera placement in the room facing the primary entrance door, and in adequate fixed positions at a height that will provide a clear unobstructed view of the regular activity without sight blockage from lighting fixtures or

Describe the locked and secure area where video surveillance recording equipment and records will be housed and stored and how you will ensure the area is accessible only to authorized personnel, law enforcement, or an agent of the board:

Video surveillance recording equipment and records will be housed and stored within the security room, which restricts access with a commercial grade door lock with key-code entry, for which only the manager will be able to access. Within this room, all video surveillance recordings will be secured in a locked metal cabinet.

Location of Surveillance Equipment and Video Surveillance Records:

Yes No

Surveillance room or area is clearly defined on the premises diagram

Surveillance recording equipment and video surveillance records are housed in a designated, locked, and secure area or in a lock box, cabinet, closet or other secure area

Surveillance recording equipment access is limited to a marijuana establishment licensee or authorized employee, and to law enforcement personnel including an agent of the board

Video surveillance records are stored off-site



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Business Records (3 AAC 306.755):

All licensed marijuana establishments must maintain, in a format that is readily understood by a reasonably prudent business person, certain business records. Applicants should be able to answer "Yes" to all items below.

Business Records Maintained and Kept on the Licensed Premises:	Yes	No
All books and records necessary to fully account for each business transaction conducted under its license for the current year and three preceding calendar years; records for the last six months are maintained on the marijuana establishment's licensed premises; older records may be archived on or off-premises	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Records related to advertising and marketing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A current diagram of the licensed premises including each restricted access area	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A log recording the name, and date and time of entry of each visitor permitted into a restricted access area	<input checked="" type="checkbox"/>	<input type="checkbox"/>
All records normally retained for tax purposes	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Transportation records for marijuana and marijuana product as required under 3 AAC 306.750(f)	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

A marijuana establishment is required to exercise due diligence in preserving and maintaining all required records.

Describe how you will prevent records and data, including electronically maintained records, from being lost or destroyed:

All video surveillance recordings will be automatically backed up in case of primary hard drive failure to ensure 40 days of recording. In addition, all required records are electronically secured on the firewall protected server and backed up.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 3 – Inventory Tracking of All Marijuana and Marijuana Product

Review the requirements under 3 AAC 306.730, and identify how the proposed establishment will meet the listed requirements.

All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with the system the board implements to ensure all marijuana cultivated and sold in the state, and each marijuana product processed and sold in the state, is identified and tracked from the time the marijuana propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

Applicants should be able to answer “Yes” to all items below.

Marijuana Tracking and Weighing:	Yes	No
A marijuana inventory tracking system, capable of sharing information with the system the board implements to ensure tracking for the reasons listed above, will be used	<input checked="" type="checkbox"/>	<input type="checkbox"/>
All marijuana delivered to a marijuana establishment will be weighed on a scale certified in compliance with 3 AAC 306.745	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Describe the marijuana tracking system that you plan to use and how you will ensure that it is capable of sharing information with the system the board implements:

Green Life will be implementing MJ Freeway P.O.S. software. We have chosen this software because it is completely integrated with state compliant METRC tracking software. MJ Freeway will have the capability of weighing product on a certified scale, printing compliant labels for packaging, and entering the appropriate data into METRC in real time.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 4 – Employee Qualification and Training

Review the requirements under 3 AAC 306.700, and identify how the proposed establishment will meet the listed requirements.

A marijuana establishment and each licensee, employee, or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

Applicants should be able to answer “Yes” to all items below.

Marijuana Handler Permit:

Yes No

Each licensee, employee, or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment

Each licensee, employee, or agent who is required to have a marijuana handler permit shall keep that person’s marijuana handler permit card in that person’s immediate possession (or a valid copy on file on the premises of a retail marijuana store, marijuana cultivation facility, or marijuana product manufacturing facility) when on the licensed premises

Each licensee, employee, or agent who is required to have a marijuana handler permit shall ensure that that person’s marijuana handler permit card is valid and has not expired

Describe how your establishment will meet the requirements for employee qualifications and training:

All employees must pass a criminal background check. All employees must have a marijuana handlers card and stay current with all state requirements; including continuing education. By maintaining copies of and verifying that each marijuana handlers card is legitimate, Green Life will ensure that employees are and stay certified marijuana handlers. Each employee will be required to wear a visible marijuana handlers card and employee I.D. badge on his or her persons at all times. A copy of any and all employee marijuana handler cards will be kept and displayed on site at all times.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 5 – Waste Disposal

Review the requirements under 3 AAC 306.740, and identify how the proposed establishment will meet the listed requirements.

Applicants should be able to answer “Yes” to the statement below.

Marijuana Waste Disposal:

Yes No

The marijuana establishment shall give the board at least 3 days notice in the marijuana inventory tracking system required under 3 AAC 306.730 before making the waste unusable and disposing of it

Describe how you will store, manage, and dispose of any solid or liquid waste, including wastewater generated during marijuana cultivation, production, process, testing, or retail sales, in compliance with applicable federal, state, and local laws and regulations:

All plant waste material will be ground and mixed with organic soil at a 1-1 ratio until rendered unusable. All plant waste material will be kept undamaged on premises for 3 days after notifying AMCO enforcement thru the inventory tracking software. After which Alaska Waste Management will dispose of the unusable plant waste.

Describe what material or materials you will mix with the ground marijuana waste to make it unusable:

Green Life is currently an active standard cultivation licensee and we have an abundance of organic coco grow medium on site. Green Life will mix this medium with the ground plant or packaging waste at at a ratio of 1-1 until the plant waste is rendered unusable.



Alcohol and Marijuana Control Office

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Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Marijuana waste must be rendered unusable for any purpose for which it was grown or produced before it leaves the marijuana establishment. Describe the process or processes that you will use to make the marijuana plant waste unusable:

Green Life will grind all plant waste and mix it with organic coco growing medium at a 1-1 ratio, rendering the plant waste completely unusable. Green Life will notify AMCO enforcement thru the METRC tracking software 3 days prior to its destruction or removal from the premises.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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Section 6 – Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750, and identify how the proposed establishment will meet the listed requirements. Applicants should be able to answer “Yes” to all items below.

Marijuana Transportation:	Yes	No
The marijuana establishment from which a shipment of marijuana or marijuana product originates will ensure that any individual transporting marijuana shall have a marijuana handler permit required under 3 AAC 306.700	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The marijuana establishment that originates the transport of any marijuana or marijuana product will use the marijuana inventory tracking system to record the type, amount, and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The marijuana establishment that originates the transport of any marijuana or marijuana product will ensure that a complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times during transport	<input checked="" type="checkbox"/>	<input type="checkbox"/>
During transport, any marijuana or marijuana product will be in a sealed package or container in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product, and the sealed package will not be opened during transport	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Any vehicle transporting marijuana or marijuana product will travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and will not make any unnecessary stops in between except to deliver or pick up marijuana or marijuana product at any other licensed marijuana establishment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
When the marijuana establishment receives marijuana or marijuana product from another licensed marijuana establishment, the recipient of the shipment will use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The marijuana establishment will refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe how marijuana or marijuana product will be prepared, packaged, and secured for shipment:

Prior to transport all marijuana products will be properly logged in the state implemented METRC software listing licensed destination, amount of product, employee escort, license plate, make and model of vehicle, time of departure, and time of arrival. All product will be transported by a Green Life Employee with a current marijuana handlers card. A detailed travel manifest will accompany the transport with printed and signed departure and arrival times. All transport will only occur between state licensed retail locations. Transport will occur with no stops between licensed marijuana retailers.

Describe the type of locked, safe, and secure storage compartments that will be used in any vehicles transporting marijuana or marijuana product:

All Marijuana transport will be packed inside food grade plastic totes with tamper evident tape and Green Life employee signature on the tape. The plastic totes will then be put in large steel transport boxes with dual locks, where it will remain until arrival at a licensed retail location.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 7 – Signage and Advertising

Describe any signs that you intend to post on your establishment with your business name, including quantity and dimensions:

Green Life will display 1 sign above the front entrance door. The sign will read Green Life Supply Co. The sign dimensions will be 36 inches tall by 120 inches wide. Green Life will display two 12 inch by 12 inch signs reading "no one under 21 years of age allowed" One of these signs will be located at the entrance of the parking lot and the other will be located at the entrance to the building. Green Life will display two signs 3 inches by 16 inches wide reading "no loitering" one will be located at the parking lot entrance and the other will be located at the entrance to the building.

If you are not applying for a retail marijuana store license, you do not need to complete the rest of Section 7, including Page 17.

Restriction on advertising of marijuana and marijuana products (3 AAC 306.360):

All licensed retail marijuana stores must meet minimum standards for signage and advertising.

Applicants should be able to answer "Agree" to all items below.

No advertisement for marijuana or marijuana product will contain any statement or illustration that:	Agree	Disagree
Is false or misleading	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Promotes excessive consumption	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Represents that the use of marijuana has curative or therapeutic effects	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Depicts a person under the age of 21 consuming marijuana	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Includes an object or character, including a toy, a cartoon character, or any other depiction designed to appeal to a child or other person under the age of 21, that promotes consumption of marijuana	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

No advertisement for marijuana or marijuana product will be placed:

Agree Disagree

- Within one thousand feet of the perimeter of any child-centered facility, including a school, childcare facility, or other facility providing services to children, a playground or recreation center, a public park, a library, or a game arcade that is open to persons under the age of 21
- On or in a public transit vehicle or public transit shelter
- On or in a publicly owned or operated property
- Within 1000 feet of a substance abuse or treatment facility
- On a campus for post-secondary education

Signage and Promotional Materials:

Agree Disagree

- I understand and agree to follow the limitations for signs under 3 AAC 306.360(a)
- The retail marijuana store will not use giveaway coupons as promotional materials, or conduct promotional activities such as games or competitions to encourage sale of marijuana or marijuana products
- All advertising for marijuana or any marijuana product will contain the warnings required under 3 AAC 306.360(e)



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 8 – Control Plan for Persons Under the Age of 21

Describe how the marijuana establishment will prevent persons under the age of 21 from gaining access to any portion of the licensed premises and marijuana items:

Green Life will display signs reading "No one under 21 years of age allowed".
Green Life will have an identification check point at the entrance to the building.
Any person without a valid photo identification, or any persons under the age of 21 will be asked to leave the property. Should anyone not comply, Green Life will immediately contact the proper authorities and have the person or persons removed from the property.

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Signature of licensee

Nathan Davis

Printed name

Subscribed and sworn to before me this 23rd day of August, 2017.

STATE OF ALASKA
NOTARY PUBLIC



Denise R. Barnes
My Commission Expires June 23, 2021

Denise R. Barnes
Notary Public in and for the State of Alaska.

My commission expires: June 23, 2021



Alaska Marijuana Control Board
Operating Plan Supplemental
Form MJ-03: Retail Marijuana Store

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

What is this form?

This operating plan supplemental form is required for all applicants seeking a retail marijuana store license and must accompany the **Marijuana Establishment Operating Plan (Form MJ-01)**, per 3 AAC 306.020(b)(11). Applicants should review **Chapter 306: Article 3** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020 and 3 AAC 306.315(2).

What additional information is required for retail stores?

Applicants must identify how the proposed establishment will comply with applicable regulations regarding the following:

- Prohibitions
- On-site consumption
- Displays and sales
- Exit packaging and labeling
- Security

This form must be submitted to AMCO's main office before any retail marijuana store license application will be considered complete.

Section 1 – Establishment Information

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

Licensee:	Green Life Supply LLC	License Number:	11927		
License Type:	Retail Marijuana Store				
Doing Business As:	Green Life Supply LLC				
Premises Address:	511 30th Ave.				
City:	Fairbanks	State:	ALASKA	ZIP:	99701



Alaska Marijuana Control Board
Operating Plan Supplemental
Form MJ-03: Retail Marijuana Store

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Section 2 – Prohibitions

Applicants should review 3 AAC 306.310 and be able to answer “Agree” to all items below.

The retail marijuana store will not:

Agree Disagree

- | | | |
|---|-------------------------------------|--------------------------|
| Sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product in a quantity exceeding the limit set out in 3 AAC 306.355 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product over the internet | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Offer or deliver to a consumer, as a marketing promotion or for any other reason, free marijuana or marijuana product, including a sample | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Offer or deliver to a consumer, as a marketing promotion or for any other reason, alcoholic beverages, free or for compensation | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Allow a person to consume marijuana or a marijuana product on the licensed premises, except as provided in 3 AAC 306.305(a)(4) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Describe how you will ensure that the retail marijuana store will not sell, give, distribute, or deliver marijuana or marijuana product to a person who is under the influence of an alcoholic beverage, inhalant, or controlled substance:

Green Life will have an I.D. checkpoint upon entry to the establishment. Where every potential customer will have to meet and present valid Photo State I.D. to our security personnel. All of our employees will be trained upon first hire in evaluating social behavior and how to identify possible signs of intoxication. Here are just a few examples.

- smells of alcohol
- slurred speech
- blood shot eyes
- dilated eyes
- anxious or fidgety
- poor motor skills

Any persons exhibiting any of the listed visual signs of intoxication will be politely escorted off the premises.



**Alaska Marijuana Control Board
Operating Plan Supplemental
Form MJ-03: Retail Marijuana Store**

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Section 3 – On-site Consumption

Yes No

Do you plan to request approval of the board with your initial application to permit consumption of marijuana or marijuana product in a designated area on the proposed premises?

If "Yes", describe how you ensure that only marijuana or marijuana products that were purchased at your proposed premises are being consumed, per 3 AAC 306.305(a)(4):

[Empty text box for response]

Section 4 – Displays and Sales

Describe how marijuana and marijuana products at the retail marijuana store will be displayed and sold:

All Marijuana products used for display purposes will be housed in glass air-tight jars with humidity control packs. which will be housed in glass display cases for which the only access is behind the sales counter in the restricted access area. All pre-packaged Marijuana will be stored in drawers aligning the far and side walls of the restricted access area behind the sales counter. All of the Marijuana products will be pre-weighed, labelled and packaged in accordance with all State Regulations. So at the point of sale the process is simple; 2nd Photo I.D. check, scan and complete the transaction, place purchase in exit packaging, customer can now exit with the purchase.



Alaska Marijuana Control Board
Operating Plan Supplemental
Form MJ-03: Retail Marijuana Store

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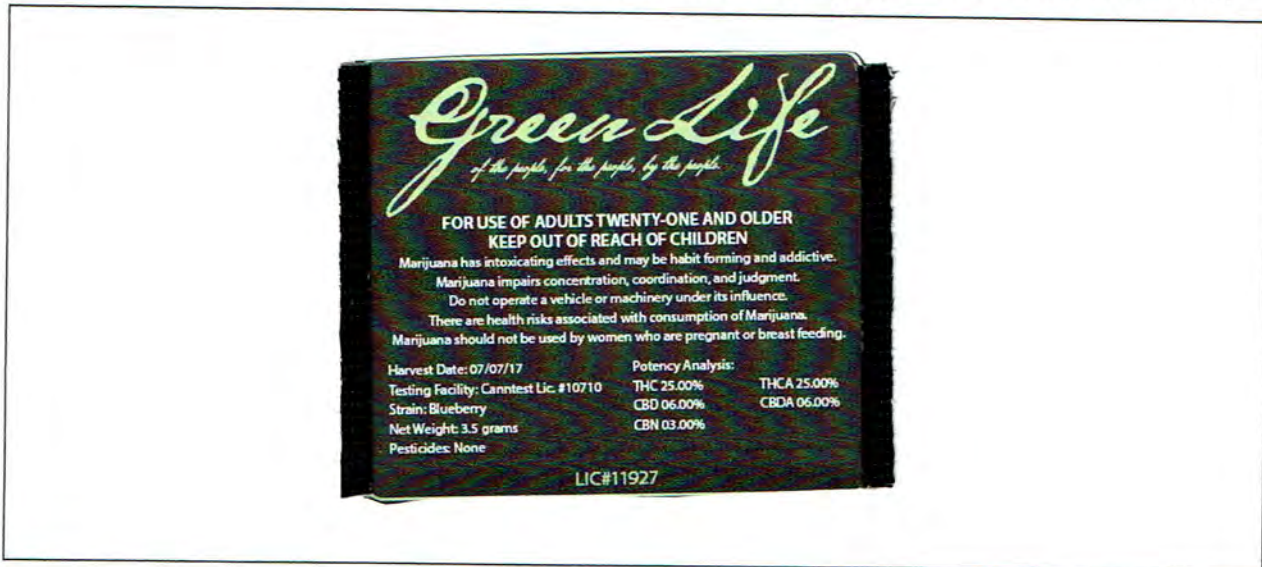
Section 5 – Exit Packaging and Labeling

Review the requirements under 3 AAC 306.345, and identify how the proposed establishment will meet the listed requirements.

Describe how the retail marijuana store will ensure that marijuana and marijuana products sold on its licensed premises will meet the packaging and labeling requirements set forth in 3 AAC 306.345(a):

Green Life has chosen a METRC integrated inventory and point of sale software program. This program has certifiable scales that break down wholesale batch quantities with integrated label printers that print compliant labels that are immediately added to packaging. This entire process records straight to METRC in real time. Thus insuring that all product is accounted for, properly labelled, and that all the METRC data entries stay current. Once at the point of sale 2nd photo I.D. check, scan and complete the transaction, place the product in exit packaging, and now the customer can exit with purchase. At the point of sale transaction the program also updates the inventory in METRC in real time. So from start to finish the software eliminates the margin for human error and helps insure compliance at all times.

Provide a sample label that the retail marijuana store will use to meet the labeling requirements under 3 AAC 306.645(b):





Alaska Marijuana Control Board
Operating Plan Supplemental
Form MJ-03: Retail Marijuana Store

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

Section 6 - Security

Identification Requirement to Prevent Sale to Person Under 21 (3 AAC 306.350):

Describe the retail marijuana store's procedures for ensuring a form of valid photographic identification has been produced before selling marijuana or marijuana product to a person, per 3 AAC 306.350(a):

At Green Life all employees will be trained upon first hire as how to properly screen a Photo I.D. This process begins with a polite request for the I.D. to be removed from any wallet or plastic case. Confirm the I.D. is Federal or state issue and that the I.D. is current. Then confirm the photo is a match and that they are over 21 years of age. Then scrutinize the over all authenticity. Does the I.D. have a hologram, uniform texture, and clean edges? If so they may enter the establishment. This process is performed twice, once upon entry and again before final purchase. Thus insuring all customers are 21 years of age and that every sale is compliant.

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

[Handwritten signature of Nathan Davis]

Signature of licensee

Nathan Davis
Printed name

Subscribed and sworn to before me this 23rd day of August, 2017.

STATE OF ALASKA
NOTARY PUBLIC



Denise R. Barnes
My Commission Expires June 23, 2021

[Handwritten signature of Denise R. Barnes]
Notary Public in and for the State of Alaska.

My commission expires: June 23, 2021



Alaska Marijuana Control Board
**Operating Plan Supplemental
Form MJ-03: Retail Marijuana Store**

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

(Additional Space as Needed):



Alaska Marijuana Control Board Form MJ-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). Your diagram must show all entrances and boundaries of the premises, restricted access areas, and storage areas, and dimensions. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex. For those applying for a limited marijuana cultivation license, the proposed area(s) for cultivation must be clearly delineated.

The second page of this form is not required. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

Yes No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

Section 1 – Establishment Information

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

Licensee:	Green Life Supply LLC	License Number:	11927		
License Type:	Retail Marijuana Sales				
Doing Business As:	Green Life Supply LLC				
Premises Address:	511 30th Ave.				
City:	Fairbanks	State:	Alaska	ZIP:	99701



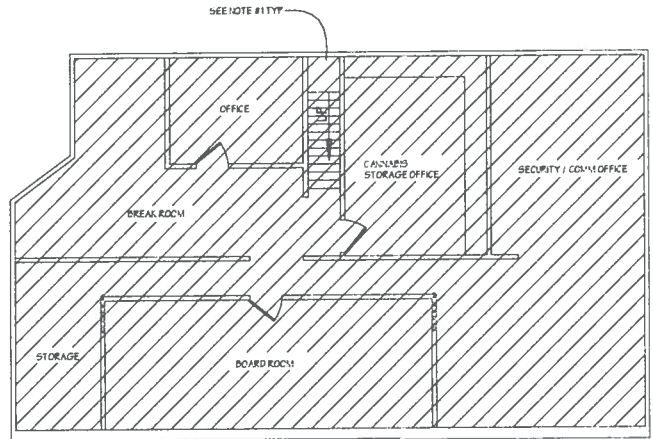
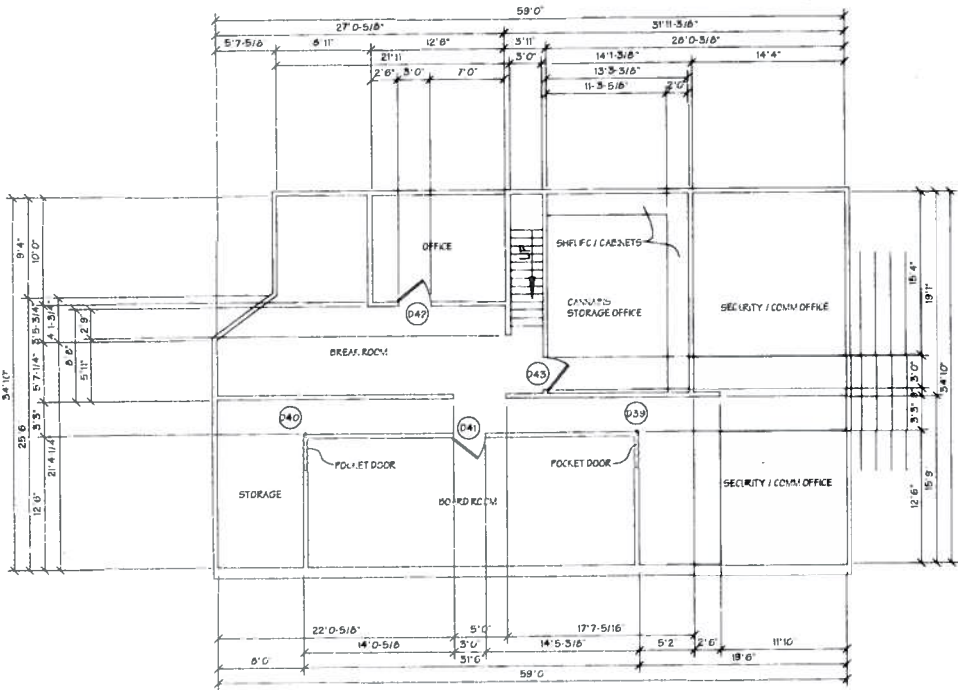
Alaska Marijuana Control Board

Form MJ-02: Premises Diagram

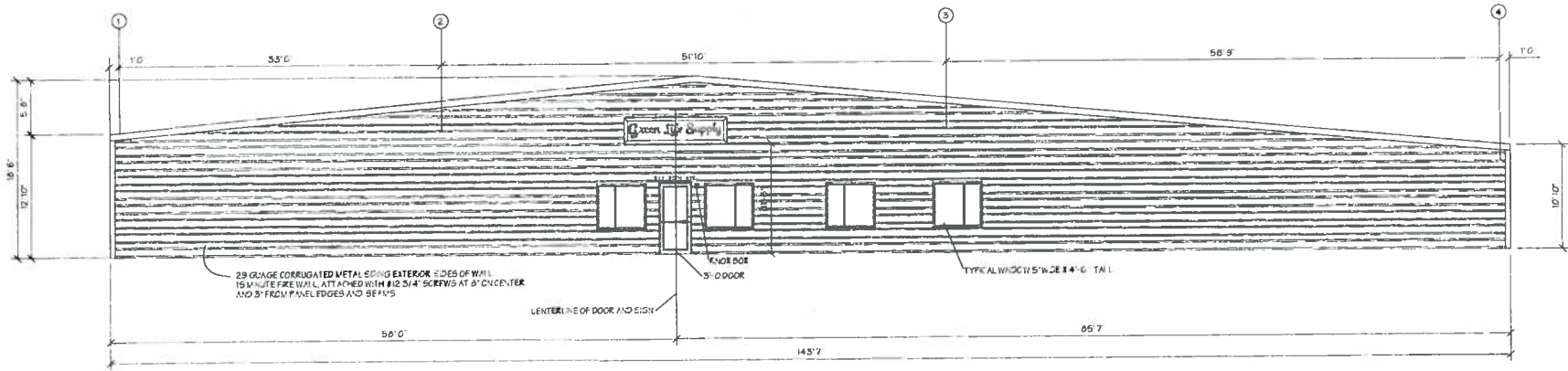
Section 2 – Detailed Premises Diagram

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances, walls, partitions, counters, windows, areas of ingress and egress, restricted access areas, and storage areas. Include dimensions in your drawing. Use additional copies of this form or attached additional documents as needed.

CAD Plan attached



NOTE - #1
 All areas marked with hatching are to be restricted access areas with no public access.



NO.	REVISION	DATE
1	DOOR CALL OUT	9.2.16
2	RESTRICTED ACCESS	10.2.16
3		

PROJECT INFORMATION

Green Life Supply

PROJECT ADDRESS: 511 30TH AVE. FARGO, ND 58103
 SHEET TITLE: EXISTING & PROPOSED RENOVATION
 CONTRACT DATE: 09/13/2016
 DRAWN BY: TAI BOT
 CHECKED BY: TAI BOT
 DATE: 9/16/17
 SHEET NO.: THREE



RECEIVED

JUN 12 2017

DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Plan Review Application

Alaska Department of Environmental Conservation
Division of Environmental Health
Food Safety and Sanitation Program



Permit ID:

Section A- General Information (All applicants complete entire section - please print).

Purpose (check one) [] New Construction [X] Remodel of Existing Structure [] Reactivation

General Information section containing fields for Establishment Name (Green Life Supply LLC), Contact Name (Nathan Davis), Phone Number (907-795-0915), Address (511 30th Ave.), and Proposed Opening Date (8-1-17).

If you are proposing to build a new food establishment or extensive remodeling of an existing food establishment in Alaska (except in the Municipality of Anchorage), you must submit a completed Plan Review Packet 30 days prior to construction.

Please Note: Failure to provide all the required information may delay the plan review process and permit issuance.

REQUIRED DOCUMENTATION LIST (Include the following in your packet)

- Checklist of required documents: Food Establishment Application, Fees, Plot Plan, Floor Plan, Plumbing Schematic, Complete list of equipment.

SECTION B - REQUIRED DOCUMENTATION

a. Potable Water Supply. Have plans been submitted to the Drinking Water Program as required by 18 AAC 80? [X] N/A (Municipal Water Supply) Specify in comments.

Comments:

*Attach a confirmation email or letter from the Drinking Water Program stating that the system has been approved.

b. Wastewater Disposal System. Have plans been submitted to the Wastewater Program as specified by 18 AAC 72? [X] N/A (Municipal System) Specify in comments.

Comments:

*Attach a confirmation email or letter from the Wastewater Program stating that the system has been approved.

c. Solid Waste Disposal. Please describe how you plan to dispose of your solid waste:

All solid waste will be disposed of by Alaska Waste Management

d. Plot Plan. Have you included a detailed to scale drawing of the plot plan including: [X] Yes [] No

- Checklist for Plot Plan: All buildings, Refuse storage site, Potable water supply, Identify nearby roads, Outside walk-in cooler(s)/freezer(s), Outside storage areas, Oil/Fuel tanks, Access for deliveries, Sewage disposal system.


- e. **Floor Plan.** A floor plan with the listed components must be submitted as part of the application packet. Have you included a floor plan? Yes No
- Layout and purpose of each room
 - Location of fixed equipment and plumbing features
 - Size, construction, and design of fixed equipment
 - Location of restrooms, including the number of toilets and handwash sinks.
 - Type and location of lighting
 - Type and location of ventilation, both building and local systems
- f. **Plumbing Schematic.** A plumbing schematic with the listed components must be submitted as part of the application packet. Have you included a detailed drawing of the plumbing schematic? Yes No
- Plumbing schematic showing each hot, cold, and wastewater line.
 - Plumbing connection to the wastewater line (direct vs. indirect)
 - Hot water capacity 2-40 Gallon Hot Water Heater
- Have you contacted the State Plumbing Inspector? Yes No
- G **Fire Marshall.** Have you contacted the State Fire Marshall? Yes No
- Please describe your ventilation/hood system:

SECTION C – ADDITIONAL INFORMATION

- a. **Storage.** How often will you receive food deliveries? Do you have adequate storage to support your operation? Consult the Plan Review Guide for information about storage capacity.
 we have roughly 1000 sqft. Dedicated to storage which for Cannabis Retail should be more than sufficient
 We receive product deliveries once per month
- b. **Dressing Rooms and Locker Rooms.** Describe how employee clothing, belongings, etc will be stored:
 We do not have dressing rooms
 we have 500 sqft employee break room for storage of employee belongings
- c. **Poisonous/Toxic Materials.** Describe location and means to store poisonous or toxic materials:
 all standard cleaning supplies will be stored upstairs separate from general work areas in storage closet. All product will be locked and stored upstairs
- d. **Floors/Walls/Ceilings.** Describe how the floors, walls, ceilings, and shelving will be finished (tile, paint, etc):
 all walls will be painted gypsum board
 all floors are vinyl & ceramic tile
- e. **Warewashing:** Describe how dishes, utensil, and equipment will be washed:
 we are Cannabis Retail establishment and three sinks exist with adequate hot & cold water supply to wash all utensils
- f. **Linens.** Describe how soiled and clean clothing/linens will be stored and where they will be cleaned:
 Linen will be stored upstairs in employee break area

SECTION D

I declare, under penalty of unsworn falsification, that this application (including any accompanying statements) has been examined by me and to the best of my knowledge and belief is true, correct, and complete. I agree to pay all fees before operating.

Applicant's Signature  Date 6-2-17

Applicant's Printed Name Nathan Davis Title Owner



Application for Food Establishment Permit



RECEIVED
 JUN 12 2017
 DEPARTMENT OF ENVIRONMENTAL CONSERVATION
 Alaska Department of Environmental Conservation
 Division of Environmental Health
 Food Safety and Sanitation Program

Permit ID: _____

Section 1- GENERAL INFORMATION (All applicants complete entire section – please print).

Purpose (check one) New Information Change Extensive Remodel Change of owner/operator Reactivate

Owner/Business Information	Name of Entity or Owner Responsible for Food Service <i>Green Life Supply LLC</i>		AK Business License # <i>1041284</i>	
	Business/Corporate Mailing Address <i>231 Slater Dr.</i>		City <i>Fairbanks</i>	State <i>AK</i>
	Business/Corporate Phone <i>907-795-0615</i>		Email <i>greenlifealaska@gmail.com</i>	
	Owner(s) or Corporate Officer(s) & Title(s) or Responsible Party <i>Nathan Davis</i>		Fax	
Type of Entity <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other:				
Establishment Information	Establishment Name <i>Green Life</i>		Physical Location <i>511 30th Ave</i>	
	Establishment Mailing Address <i>511 30th Ave</i>		City <i>Fairbanks</i>	State <i>AK</i>
	Establishment Phone <i>907-795-0515</i>		Contact Person <i>Nathan Davis</i>	
	Establishment Physical Address <i>511 30th Ave</i>		City <i>Fairbanks</i>	State <i>AK</i>

SEATING: (Food Service Only) N/A 25 or less 26-100 > 101

TYPE OF OPERATION Please describe the type of facility you plan to open below (i.e. restaurant, bar, grocery store, etc.)

Retail Marijuana Store

SECTION 2 – NEW OR EXTENSIVELY REMODELED FACILITIES

a. A plan review will be required if your facility has never been permitted by the Alaska's Food Safety and Sanitation Program; has not had an active permit in the last five years; will be extensively remodeled; or is a new construction. If any of these apply, a Plan Review Application is required to process your application. Have you attached the Plan Review Application? Yes No

SECTION 3 – COMPLETE FOR ALL FOOD ESTABLISHMENTS (Check all that apply)

FOOD SERVICE ESTABLISHMENTS

- a. A copy of your menu will be required. Have you attached a copy of the proposed menu? Yes No
- b. Attach appropriate label, placard, or menu notation for the consumer advisories if you serve:
 Wild Mushrooms Unpasteurized juices Farmed halibut, salmon, or sablefish
 Raw/undercooked animal foods such as beef, shell eggs, lamb, pork, poultry, seafood, and shellfish.
- c. Methods of food preparation (check the one that most closely describes the establishment):
 Assembly of Ready to Eat Foods Cook and Serve
 Hot or cold Service for 2 hours or more is done
 Complex (Preparation 1 day or more in advance, cooling and reheating is done).
- d. Style of Service: Counter Service Self Service (i.e. buffet line, salad bar) Table Service
 Other:
- e. Do you plan to operate as a caterer? Yes No
 If **yes**, list all the equipment used to protect food from contamination and maintain product temperature during:
 Transportation: _____ Hot or Cold Holding: _____

- f. Will your food establishment be a kiosk or mobile unit? Yes No
- Are employee toilets available within 200 feet?
If you have an agreement with another business to use their restrooms, please attach written verification. Yes No
- Portable water tanks, plumbing, and hoses are NSF or FDA approved components? Yes No
- If you have a kiosk, is it located outside of a building? Yes No
- Will you have a service provide water or remove wastewater?
If yes, provide a letter of agreement from water hauler or wastewater hauler outlining services provided and frequency. Yes No
- g. Will another permitted food establishment (commissary) provide support to your facility? If yes, attach a copy of the Commissary Agreement. Yes No

FOOD PROCESSORS

- a. A copy of a label for each type of product you will produce is required. Have you attached food labels of each product to be produced? Yes No
- b. Describe who you will be distributing your product to (i.e. grocery stores, etc):
- c. Will you be doing any of the following processes? Check all that apply.
- Reduced Oxygen Packaging Smoking Other:
- Low Acid Canned Foods Curing
- Shelf Stable Acidified Foods Dehydrating
- Be sure to check with your local Environmental Health Officer for any applicable forms and FDA requirements.*

- d. Do you have a HACCP Plan? Yes No N/A
Required for high hazard food processors such as smoking, curing, acidifying, dehydrating, thermally processing low acid foods, reduced oxygen packaging, etc.
- e. You are required to have a product coding system and a recall plan. Have you attached a copy of the coding system and recall procedures? Yes No

MOBILE RETAIL VENDOR SELLING SEAFOOD

- a. A list of products that you will be selling is required. Have you attached a copy of the list of products? Yes No
- b. Provide names of suppliers where you will be purchasing your product:
- c. Will **all** of your product be prepackaged? Yes No
- d. Will another permitted food establishment (commissary) provide support to your facility? If yes, attach a copy of the Commissary Agreement. Yes No


MACHINES VENDING POTENTIALLY HAZARDOUS FOODS

- a. Have you attached the label that will be affixed to the front of each machine with name, physical address, and phone number of the permitted food establishment servicing the machine? Yes No

SECTION 4 – Food Managers Certification/Alaska Safe Food Worker Card

- a. Have you attached a copy of a Food Manager's Certification? Yes No N/A
The operator of a food establishment that serves and prepares unwrapped or unpackaged food, except for a bar, tavern, or limited food service, must have at least one Certified Food Protection Manager who is involved in the daily operations of the establishment.
- b. Does everyone who works or will work at the food establishment have a Food Worker Card? Yes No N/A
An operator of a food establishment shall keep on file a copy of the Food Worker Card issued by the department for each employed food worker and make the copy available to the Department upon request.

I declare, under penalty of unsworn falsification, that this application (including any accompanying statements) has been examined by me and to the best of my knowledge and belief is true, correct, and complete. I agree to pay all fees before operating.

Applicant's Signature  Date 6-12-17

Applicant's Printed Name Nathan Davis Title owner



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

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

Licensee:	Green Life Supply, LLC	License Number:	11927		
License Type:	Retail Marijuana Store				
Doing Business As:	GREEN LIFE SUPPLY LLC				
Physical Address:	511 30th ave.				
City:	Fairbanks	State:	AK	Zip Code:	99701
Designated Licensee:	Nathan Davis				
Email Address:	greenlifealaska@gmail.com				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	Publishers Affidavit
------------------------	----------------------

OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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AFFP

Green Life Supply, LLC is appl

Affidavit of Publication

UNITED STATES OF AMERICA
STATE OF ALASKA
FOURTH DISTRICT } SS.

39153

Green Life Supply, LLC is applying under # AAC 306.300 for a new Retail marijuana Store license, license #11927, doing business as GREEN LIFE SUPPLY LLC, located at 511 30th Ave., Fairbanks, AK, 99701, UNITED STATES.

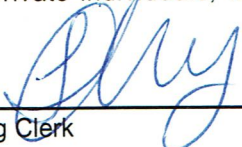
Before me, the undersigned, a notary public, this day personally appeared Tameka Ambersley, who, being first duly sworn, according to law, says that he/she is an Advertising Clerk of the Fairbanks Daily News-Miner, a newspaper (i) published in newspaper format, (ii) distributed daily more than 50 weeks per year, (iii) with a total circulation of more than 500 and more than 10% of the population of the Fourth Judicial District, (iv) holding a second class mailing permit from the United States Postal Service, (v) not published primarily to distribute advertising, and (vi) not intended for a particular professional or occupational group. The advertisement which is attached is a true copy of the advertisement published in said paper on the following day(s):

Interested persons should submit written comment or objection to thier local government, the applicant, and to the Alochol & Marijuana Control Office at 550 W 7th Ave, Suite 1600, Anchorage, AK 99501 or to marijuana.licensing@alaska.gov not later than 30 days after this notice of application.

Publish: 01/22, 01/29 & 02/05/17


January 22, 2017, January 29, 2017, February 05, 2017

and that the rate charged thereon is not excess of the rate charged private individuals, with the usual discounts.



Advertising Clerk

Subscribed to and sworn to me this 5th day of February 2017.

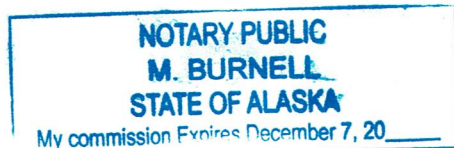


Marena Burnell, Notary Public in and for the State Alaska.

My commission expires: December 07, 2017

00008787 00039153

NATHAN DAVIS
511 30TH AVE
FAIRBANKS, AK 99701





Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit

What is this form?

A public notice posting affidavit is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(10). As soon as practical after initiating a new marijuana establishment license application, an applicant must give notice of the application to the public by posting a copy of the application (produced by the board's application website) for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per 3 AAC 306.025(b)(1).

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

Section 1 – Establishment Information

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

Licensee:	Green Life Supply LLC	License Number:	11927
License Type:	Retail Marijuana Sales		
Doing Business As:	Green Life		
Premises Address:	511 30th Ave		
City:	Fairbanks	State:	Alaska
		ZIP:	99701

Section 2 – Certification

I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: 5-18-17 End Date: 6-15-17

Other conspicuous location: Campus Corner Mall

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

[Handwritten Signature]

Signature of licensee

Nathan Davis

Printed name of licensee

STATE OF ALASKA
 NOTARY PUBLIC



Denise R. Barnes

My Commission Expires June 23, 2021

[Handwritten Signature]
 Public in and for the State of Alaska

commission expires: June 23, 2021

Subscribed and sworn to before me this 23rd day of August, 2017.



Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit

What is this form?

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a new marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to the local government and any community council in the area of the proposed licensed premises. For purposes of this notification, the document that must be submitted is the application document produced by the online application system titled "Public Notice".

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

Section 1 – Establishment Information

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

Licensee:	Green Life Supply LLC	License Number:	11927
License Type:	Retail Marijuana Store		
Doing Business As:	Green Life Supply LLC		
Premises Address:	511 30th Ave		
City:	Fairbanks	State:	AK
		ZIP:	99701

Section 2 – Certification

I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government official and community council (if applicable):

Local Government: CITY OF FAIRBANKS Name of Official: D. DANIELLE SPIDER
 Title of Official: CITY CLERK Date Submitted: 08/23/2017
 Community Council: _____ Date Submitted: _____
 (Municipality of Anchorage and Matanuska-Susitna Borough only)

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

[Signature]
 Signature of licensee
Nathan Davis
 Printed name of licensee

STATE OF ALASKA
 NOTARY PUBLIC
 Denise R. Barnes
 My Commission Expires June 23, 2021



[Signature]
 Public in and for the State of Alaska
 commission expires: June 23, 2021

Subscribed and sworn to before me this 23rd day of August, 2017.



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

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

Licensee:	Green Life Supply, LLC	License Number:	11927
License Type:	Retail Marijuana Store		
Doing Business As:	GREEN LIFE SUPPLY LLC		
Physical Address:	511 30th ave.		
City:	Fairbanks	State:	AK
		Zip Code:	99701
Designated Licensee:	Nathan Davis		
Email Address:	greenlifealaska@gmail.com		

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	proof of Possession 1-of-2
-----------------	----------------------------

OFFICE USE ONLY

Received Date:	Payment Submitted Y/N:	Transaction #:
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COMMERCIAL LEASE AGREEMENT

This Lease Agreement is made and entered into on the 28 day of December, 2015, by and between CCM Investments, LLC (the "Landlord") and Nathan Abott Davis (the "Tenant").

Agreement

NOW THEREFORE, in consideration of the promises and conditions hereinafter contained, the parties agree as follows:

1. Identification of Property. Landlord owns the real property, building (consisting of approximately 17,965 square feet), and improvements located at 511 30th Ave., Fairbanks, Alaska, 99701, consisting of one lot, more particularly described as follows:

Lot One "A" (1A), Rees Subdivision, according to Plat 2010-95 filed in the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

As used in this Lease, the term "Property" shall mean that property identified in this Section 1.

2. Lease of Property. Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, the Property, subject to the terms and conditions of this Agreement.
3. Use of Property. Tenant shall use the Property for the following limited purpose, and for no other purpose without the prior written consent of the Landlord: commercial cannabis grow operation and production of marijuana products, subject to the terms and conditions of this Lease. Tenant shall be responsible for securing any necessary permits, licenses and other approvals necessary to operate its business. Landlord's consent to other business uses of the Property by Tenant shall not be unreasonably withheld.
4. Term. This Lease shall be for a term of sixty (60) months, starting 12:00 a.m. midnight on January 1, 2016 and ending 11:59 p.m. on December 31, 2020. The Tenant shall have one option to extend the term of this Lease for a period of sixty (60) months; provided that Tenant is in good standing under the terms of this Lease at all times prior to December 31, 2020. Tenant may exercise this option by delivering written notice of Tenant's intention to extend the term of this Lease to Landlord on or before June 30, 2020. In the event Tenant does not deliver written notice of Tenant's intention to extend the term of this Lease on or before June 30, 2020, or Tenant has defaulted on the terms of this Lease at any time, Tenant's option to extend the term of this Lease shall lapse. All the provisions of this Lease shall apply to the initial term and any extension of the initial term, unless otherwise agreed by the parties in writing.
5. Rent and Security Deposit.
 - a. For the lease of the Property, the Tenant shall pay to Landlord the sum of EIGHT THOUSAND NINE HUNDRED EIGHTY TWO DOLLARS AND FIFTY CENTS (\$8,982.50) per month during the initial term of the Lease as rent. In the event Tenant elects to extend the term of this Lease pursuant to Section 4, the rent for each year of the extended term shall be one hundred and six percent (106%) of the immediately preceding year.

Commercial Lease Agreement
511 30th Ave., Fairbanks, Alaska, 99701

1

- b. Landlord shall not charge Tenant rent for January, 2016. Rent shall be paid on February 1, 2016, and the first day of every month thereafter during the term of the Lease.
 - c. The rent that is due for any partial-calendar month of this Lease shall be prorated by dividing the monthly rent by thirty (30) to get a daily rental rate and then multiplying the daily rental rate by the number of days the Lease is effective in the partial calendar month.
 - d. If the full monthly rent is not received on or before the fifth (5th) day after payment is due, then the Tenant shall pay an additional amount as a late-charge equal five percent (5%) of the outstanding remaining balance. The assessment of a late charge shall be deemed to be additional rent due under this Agreement.
 - e. In addition to the rent set forth in this Section, Tenant shall pay Landlord an amount equal to EIGHT THOUSAND FIVE HUNDRED DOLLARS and no/100 (\$8500.00) as a security deposit. The security deposit shall serve as security for the full and faithful performance by the Tenant of all the obligations and terms of this Lease to be performed by Tenant. Landlord may use part or all of the security deposit to fulfill Tenant's obligations to Landlord at any time Tenant is in Default (defined in Section 24) or otherwise violated the terms of this Lease. Tenant shall replenish the security deposit within 10 days after Landlord has provided Tenant notice of Landlord's use of the security deposit. Landlord is not obligated to accept the security deposit as rent. Any remaining balance of the security deposit shall be returned to Tenant within 30 days after the termination of this Lease; provided that if Tenant exercises its option to purchase the Property pursuant to Section 26 of this Lease, the security deposit shall be applied to the purchase price on the Property as earnest money. In the event of a sale of the Property to a third party, Landlord shall have the right to transfer the security Deposit to the third party buyer or refund the deposit in Landlord's discretion. If Landlord transfers the security deposit to the third party buyer, the Landlord shall be released of any liability for the return of the security deposit to the Tenant. Landlord shall not be required to segregate the security deposit from its other funds and shall be entitled to any income related to the security deposit during the time it is held by Landlord.
6. Holdover. Unless Landlord expressly agrees otherwise in writing, Tenant shall pay Landlord one hundred and fifty percent (150%) of the amount of rent then applicable prorated on a per diem basis for each day Tenant shall fail to vacate or surrender possession of the Property or any part thereof after expiration or earlier termination of this Lease, together with all damages sustained by Landlord on account thereof. Tenant shall pay such amounts on demand, and, in the absence of demand, monthly in advance. The foregoing provisions, and Landlord's acceptance of any such amounts, shall not serve as permission for Tenant to hold-over, nor serve to extend the Term (although Tenant shall remain a tenant-at-sufferance bound to comply with all provisions of this Lease). Landlord shall have the right at any time after expiration or earlier termination of this Lease, or Tenant's right to possession, to reenter and possess the Property and remove all property and persons therefrom, and Landlord shall have such other remedies for holdover as may be available to Landlord under other provisions of this Lease or applicable Laws.

7. Triple Net Lease. This Lease is what is commonly referred to as a “Net, Net, Net Lease” (or triple-net lease) it being understood that Landlord shall receive the rent set forth in Section 5 free and clear of any and all other impositions, taxes, liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Property. In addition to the rent reserved by Section 5, Tenant shall pay to the parties respectively entitled thereto all impositions, insurance premiums, operating charges, maintenance charges, construction costs and any other charges, costs and expenses which arise from the Property or may be contemplated. All such charges, costs and expenses shall constitute additional rent, and upon the failure of Tenant to pay any such costs, charges or expenses including, without limitation, utilities pursuant to Section 9 and taxes and assessments pursuant to Section 10, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay rent. It is the intention of the parties except as expressly provided herein that this Lease shall not be terminable for any reason by Tenant and that Tenant shall in no event be entitled to any abatement of, or reduction in, rent payable under this lease, except as otherwise expressly provided herein. Any present or future law to the contrary shall not alter this agreement of the parties.
8. Maintenance and Repairs.
- a. Tenant shall maintain and repair the Property so that it remains in as good condition as presently exists, normal wear and tear excepted. All such repairs, maintenance, or replacements shall be of good quality. Tenant shall hold Landlord harmless from any claims, liens, or encumbrances which may be created or attached to the Property because of such repairs, maintenance or replacements.
 - b. Tenant shall commit no waste of any kind in or about the leased Property, and Tenant shall pay for all damage to the Property, as well as damage to other occupants, caused by Tenant's misuse or neglect of the Property.
 - c. Tenant shall be responsible for any and all maintenance and repairs attributable to damage by Tenant's invitees or agents and to obstructions or objects deliberately or inadvertently introduced or placed in the fixtures, lines or equipment by Tenant, its employees, agents, licensees or invitees, and shall not be deducted from rent payments.
 - d. Tenant shall be responsible for any damage done to the Property or building as a result of robberies, break-ins, and burglaries.
 - e. Landlord shall not have any obligation to make any repairs or maintenance to the Property or the building on the Property; provided that Landlord shall maintain the roof of the building.
 - f. Landlord shall not be responsible or liable at any time for any loss or damages to Tenant's equipment, fixtures or other personal property or to Tenant's business.
 - g. Landlord shall not be responsible or liable to Tenant or to those claiming by, through or under Tenant for any loss or damages to either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying other portions of the Property.

- h. Tenant is taking the Property "AS IS" with all faults. Landlord shall not be responsible or liable for: (a) any condition of the Property, or for any defect, latent or otherwise, in the Property or the improvements situated on the Property, or any of the equipment, machinery, utilities, appliances or appurtenances therein, (b) for any injury, loss or damage to any person or to any property of Tenant or other person caused by or resulting from bursting, breakage or by or from leakage, steam, or snow or ice, running or the overflow of water or sewerage in any part of said Property, the building or the surrounding area, or for any injury or damage caused by or resulting from acts of God or the elements, or (c) any injury or damage caused by or resulting from any defect in the occupancy, construction, operation or use of any of the leased Property, building, machinery, apparatus or equipment by any occupant of the Property, unless Landlord itself is grossly negligent.
 - i. If Tenant fails to maintain the Property as provided in this Section 8, Landlord may make demand upon Tenant to make any such repairs as required, or give to Landlord such security as Landlord has reasonably requested to assure that repairs will be made in a reasonable time, within five (5) days of Landlord's demand. If Tenant fails to make such repairs, or provide Landlord such security as contemplated in the preceding sentence, within five (5) days of Landlord's demand, Landlord may make such repairs and charge the cost thereof to Tenant, which amount shall be paid by Tenant upon demand.
 - j. The landlord shall have the unilateral right to evaluate and inspect the Property at any time, after reasonable notice to Tenant and in compliance with any applicable law, for proper Maintenance and Repairs by the Tenant.
9. Utilities and Services. Tenant shall pay on time and hold Landlord free and harmless from any bills or assessments for light, heat, water, gas, electric, telephone, internet, refuse, sewer rentals or charges, and any other expenses arising out of or incidental to the occupancy of the Property. No full or partial utility deprivation including, but not limited to, blackout, brownout, or rationing shall give rise to any abatement of rent nor give any right of Tenant to terminate the Lease. Tenant shall provide janitorial service for the Property as required by Landlord.
10. Taxes and Assessments. As additional rent, Tenant agrees and covenants to pay directly to the proper governmental agency, on or before the date each installment becomes due and payable, an amount equal to all property taxes including but not limited to:
- a. the property taxes, and all other taxes including commercial taxes and other similar taxes levied against or pertaining to the Property, excepting income taxes, which become due and payable during the term of this Lease, and
 - b. all installments of general, special, ordinary or extraordinary assessments including statutory interest, if any.
11. Condition of the Property. Tenant hereby acknowledges that it has viewed the Property and will accept the Property in its present condition.
12. Possession. Landlord shall deliver possession of the Property to Tenant upon the commencement of the term, free and clear of all tenants and occupants having rights inconsistent with the rights of

Tenant. At the expiration or earlier termination of this Lease or Tenant's right of possession, Tenant shall vacate and surrender possession of the entire Property in good, neat and clean order and well-maintained condition, ordinary wear and tear excepted, shall surrender all keys and key cards, and any parking transmitters, stickers or cards, to Landlord, and shall remove all personal property and trade fixtures that may be readily removed without damage to the Property. All improvements, fixtures and other items installed by Tenant or Landlord under or with respect to this Lease, shall be the property of Tenant during the Term of this Lease, but at the expiration or earlier termination of this Lease all such improvements, fixtures and other items shall become Landlord's property, and shall remain upon the Property (unless Landlord elects otherwise), all without compensation, allowance or credit to Tenant, except as otherwise provided in Section 16a.a Tenant shall restore the Property to the condition prior to the installation of such items in a good and workmanlike manner. If Tenant shall fail to perform any repairs or restoration, or fail to remove any items from the Property required hereunder, Landlord may do so and Tenant shall pay Landlord's charges therefor upon demand. All property removed from the Property by Landlord pursuant to any provisions of this Lease or any Law may be handled or stored by Landlord at Tenant's expense, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. All property not removed from the Property or retaken from storage by Tenant within thirty (30) days after expiration or earlier termination of this Lease or Tenant's right to possession, shall at Landlord's option be conclusively deemed to have been conveyed by Tenant to Landlord as if by bill of sale without payment by Landlord. Unless prohibited by applicable Law, Landlord shall have a lien against such property for the costs incurred in removing and storing the same. Tenant hereby waives any statutory notices to vacate or quit the Property upon expiration of this Lease.

13. Damage or Destruction. If the Property is totally or partially damaged or destroyed from fire or from any other event during the Term of this Lease, then Tenant shall repair, restore and rebuild the Property in accordance with applicable building and zoning codes at the time of rebuilding to substantially the same condition immediately prior to such damage or destruction and this Lease shall remain in full force and effect. However, that Tenant shall have the right, with the consent of Landlord (which shall not be unreasonably withheld) to replace the Property with a different structure so long as (a) the value of the Property with such structure is no less than the value of the Property immediately prior to the date of casualty and no less than the square footage shown in Section 1 of this Lease, and (b) the new structure can be built and occupied under the then applicable laws, codes, ordinances, and zoning restrictions. Such repair, restoration and rebuilding (all of which are herein called "repair") shall be commenced within a reasonable time however no more than 90 days after such damage or destruction has occurred and permits necessary to authorize such rebuilding have been issued, and shall be diligently pursued to completion.

- a. Insurance Proceeds. The proceeds of any insurance maintained under Section 15 hereof shall be made available to Tenant for payment of costs and expense of repair, provided however, that such proceeds may be made available to Tenant, subject to reasonable conditions, including, but not limited to architects' certification of cost, retention of percentage of such proceeds pending recordation of a notice of completion and a lien and completion bond (or payment and performance bond) to insure against mechanic's or materialmen's liens arising out of the repair and to insure completion of the repair, all at the expense of Tenant. In the event the insurance proceeds are insufficient to cover the cost of repair, then any amounts required over the amount of the insurance proceeds received that are required to complete said repair shall be paid by Tenant.

- b. Abatement of Rent. Notwithstanding the partial or total destruction of the Property and any part thereof, and notwithstanding whether the casualty is insured or not, there shall be no abatement of rent or of any other obligation of Tenant hereunder including, without limitation, payment of operating expenses, insurance premiums and property taxes, by reason of such damage or destruction unless the Lease is terminated by virtue of another provision of this Lease.
14. Risk of Loss. As a material part of the consideration of this Lease, the Tenant hereby waives all claims against Landlord for any damages for business interruption or loss to personal property in, upon, or about the Property, from any causes arising any time during the term of this Lease.
15. Insurance. Tenant agrees to provide and keep in force during the term of this Lease and at its own cost and expense the following insurance coverage from an insurance company or companies authorized to do business in the State of Alaska:
- a. Fire and Casualty Insurance. Fire and casualty insurance in an amount not less than the Full Insurable Value of the building and improvements on the Property, such insurance in full force and effect for and during the time any buildings and improvements are located on the Property during the term of the Lease. For the purpose hereof "Full Insurable Value" shall mean the replacement cost of the building and improvements without allowance for depreciation. Such policy shall insure the Landlord and Tenant.
 - b. Public Liability and Property Damage. Public liability and property damage insurance with limits of not less than \$2,000,000 for injury and death to any one person, and \$2,000,000 for injury or death in any one accident or occurrence per location including property damage, insuring Landlord and Tenant, and with a cross-liability endorsement covering claims by an insured against another insured. Provided, however, regardless of the limits specified herein, if any other binding agreement affecting the Property that specifies higher limits. Tenant shall comply with the higher limits specified therein. The public liability and property damage insurance described in this Section 15(b) shall be primary insurance and any insurance maintained by Landlord shall be excess and noncontributing.
 - c. Additional Insureds. Each policy shall name Landlord and Landlord's mortgagee, if any, as Additional Insureds, as their interests may appear, and shall contain a covenant that should such policies be cancelled, assigned, or materially changed during the policy period, the insurer will mail a notice thereof to Landlord and Landlord's mortgagee at least thirty (30) days in advance. Certificates of insurance evidencing the existence and amounts of such insurance shall be delivered to Landlord by Tenant prior to Tenant's occupancy of any portion of the Property. No such policy shall be cancelable except after thirty (30) days written notice to Landlord and Landlord's mortgagee. Tenant shall, prior to the expiration of any such policy, furnish Landlord with renewals or "binders" thereof together with evidence of the payment of premiums therefore, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be paid by Tenant upon demand. The insurance, as to the interest of Landlord's mortgagee therein, shall not be invalidated by any act or neglect of Landlord or Tenant or any owner of the Property, nor by any

foreclosure or any other proceedings or notices thereof relating to the Property, nor by any change in the title or ownership of the Property nor by occupancy of the Property for purposes more hazardous than are permitted by such policy.

- d. **Deductibles.** The fire and casualty coverage specified herein shall have a deductible no greater than FIVE THOUSAND DOLLARS and no/100 (\$5,000.00). The public liability and property damage coverage specified herein shall have a deductible no greater than FIVE THOUSAND DOLLARS AND no/100 (\$5,000.00). Tenant shall be liable for any deductible amount. The policies of insurance required to be carried by Tenant shall be primary and not in excess of any other insurance available to Landlord. Tenant covenants and agrees not to violate, nor knowingly permit to be violated, any condition of the policies required under this Lease. Neither the issuance of any such insurance policy nor the minimum limits specified in this Section 15 shall be deemed to limit or restrict in any way Tenant's liability arising under or out of this Lease.
- e. **Waiver of Subrogation.** Landlord and Tenant each hereby waive any and all rights of recovery against the other, for loss or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage, to the extent of such insurance coverage, only.
- f. **No Impairment of Coverage.** Tenant shall not carry any stock goods or do anything in or about the Property, which will impair or invalidate the obligation of any policy of insurance on or in reference to the Property or the building. Landlord shall have the right to require that the amount or type of insurance coverage required of Tenant hereunder be adjusted from time to time to reflect insurance customarily required for similar properties in the Anchorage, Alaska area. Insurance coverage shall be written by an insurance company or companies licensed to do business in the State of Alaska.
- g. **Review of Coverage.** Landlord and Tenant agree to review the insurance coverages provided herein at least once every two (2) years and to increase the limits, if necessary, in accordance with reasonable commercial standards.

16. Improvements.

- a. **Alterations.** Landlord shall not be required to make any alterations for Tenant's use of the Property, whether to comply with any law or for security purposes or otherwise. Tenant shall not attach any fixtures, equipment or other items to the Property, or paint or make any other additions, changes, alterations, or improvements (collectively hereinafter "alterations") to the Property without Landlord's prior written consent, which with respect to alterations to the Property will not be unreasonably withheld so long as Tenant is not then, nor has been, in default of this Lease (beyond any applicable cure period). If Landlord consents to any alteration, Landlord may post notices of nonresponsibility in accordance with law. Any alterations so made shall remain on and be surrendered with the Property upon expiration or earlier termination of this Lease, except that Landlord may, within thirty (30) days before or thirty (30) days after expiration or earlier termination hereof elect to require Tenant to remove any or all alterations at Tenant's sole costs and expense. At the time Tenant submits plans for requested alterations to Landlord for Landlord's approval,

Tenant may request in writing that Landlord identify which alterations Landlord may require Tenant to remove at the termination of or expiration of this Lease. Landlord shall make such identification simultaneous with its approval (if any) of the alterations on Exhibit B, and Tenant shall not be required to remove any identified alterations. If Landlord elects to require removal of alterations, or Landlord agrees in writing that Tenant may be permitted to take certain alterations or fixtures at the expiration of this Lease, then at its own and sole cost and expense, Tenant shall restore the Property to the condition prior to the installation of such items in a good and workmanlike manner before the last day of the term or within thirty (30) days after notice of its election is given, whichever is later. Any fixtures, alterations, or improvements the parties agree that Tenant will take upon expiration of the Lease shall be set forth on Exhibit B to this Lease and initialed by the parties.

- b. **Performance.** In the event Landlord consents in writing to Tenant's requested alteration of the Property, Tenant shall only contract with a licensed, bonded, and insured contractor for the construction of such alterations, shall secure all appropriate governmental approvals and permits and shall complete such alterations with due diligence, in a neat, clean, good and workmanlike manner and in strict compliance with the plans and specifications approved by Landlord. All such construction shall be performed in a manner which shall not interfere with the occupancy of the other tenants of the building (as applicable). All cost, expenses and fees related to or arising from construction of any alteration shall be paid by Tenant prior to delinquency.
- c. **Liens.** Tenant shall pay all costs for alterations when due. Tenant shall keep the Property, building, and this Lease free from any mechanic's, materialman's, architect's, engineer's or similar liens or encumbrances, and any claims therefor, or stop or violation notices, in connection with any alteration. Tenant shall remove any such claim, lien or encumbrance, or stop or violation notices of record, by bond or otherwise within ten (10) days after notice by Landlord. If Tenant fails to do so, such failure shall constitute a default by Tenant, and Landlord may, in addition to any other remedy, pay the amount (or any portion thereof) or take such other action as Landlord deems necessary to remove such claim, lien or encumbrance, or stop or violation notices, without being responsible for investigating the validity thereof. The amount so paid and costs incurred by Landlord shall be deemed additional rent under this Lease payable upon demand, without limitation as to other remedies available to Landlord. Nothing contained in this Lease shall authorize Tenant to do any act which shall subject Landlord's title to or any mortgagee's interest in the Property to any such claims, liens or encumbrances, or stop or violation notices, whether claimed pursuant to statute or other Law or express or implied contract.

17. Compliance with Laws/Environmental Provisions.

- a. **General Compliance.** Tenant at all times during the Lease term, at its own expense, and with all due diligence, shall observe and comply with all state and municipal laws, and federal laws (to the extent not inconsistent with growing marijuana), and related ordinances, rules, and regulations which are now in effect or may later be adopted by any governmental authority having jurisdiction over the Property, and which may be applicable to the Property or any improvement on it. Notwithstanding the fact that Tenant's use of the Property may be inconsistent with federal laws regarding the legality of growing marijuana,

Tenant shall comply with federal laws concerning environmental matters and substances as they may relate to marijuana and related substances as further described in this Section.

- b. Environmental Laws. In furtherance and not in limitation of the foregoing paragraph, Tenant must, at its own expense, comply with all laws, ordinances, regulations and administrative agency or court orders relating to health, safety, noise, environmental protection, waste disposal, hazardous or toxic materials, and water and air quality. In the event any discharge, leakage, spillage, emission or pollution of any type, or other release of hazardous materials occurs upon or from the Property during the Lease term or any holdover thereafter, Tenant shall immediately notify Landlord. Tenant shall, at Tenant's own expense, clean and restore the Property to the satisfaction of Landlord and any governmental body or court, to the extent the discharge, leakage, emission or pollution is deemed attributable to Tenant's use or occupancy of the Property.
- c. Hazardous Materials on Property. Tenant shall not, without the prior written consent of Landlord, in Landlord's sole discretion, keep on or around the Property, for use, disposal, treatment, generation, storage or sale, any substances designed as, or containing components designated as, a "hazardous substance," "hazardous material" (defined in more detail below), hazardous waste," "regulated substance" or "toxic substance" (collectively referred to as "Hazardous Substances"). With respect to any such Hazardous Substances, Tenant shall: (i) comply promptly, timely and completely with all Laws for reporting, keeping and submitting manifests, and obtaining and keeping current identification numbers; (ii) submit to Landlord true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities; (iii) within five (5) days of Landlord's request, submit written reports to Landlord regarding Tenant's use, storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide evidence satisfactory to Landlord of Tenant's compliance with all applicable Laws; (iv) allow Landlord or Landlord's agent or representative to come on the Property at all times to check Tenant's compliance with all applicable Laws; (v) comply with minimum levels, standards or other performance standards or requirements which may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances present on the Property, such levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Lease); and (vi) comply with all applicable Laws regarding the proper and lawful use, sale, storage, transportation, generation, treatment and disposal of Hazardous Substances. Any and all costs incurred by Landlord and associated with Landlord's monitoring of Tenant's compliance with this Section 17, including Landlord's attorneys' fees and costs, shall be additional rent and shall be due and payable to Landlord immediately upon demand by Landlord.
- d. Environmental Indemnity. Tenant shall be fully and completely liable to Landlord for any and all cleanup costs, and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to Tenant's use, disposal, transportation, generation and/or sale of Hazardous Substances, in or about the Property. Tenant shall fully indemnify, defend and save Landlord and Landlord's mortgagee, if any, harmless from any and all of the costs, fees, penalties and charges assessed against or

imposed upon Landlord (as well as Landlord's and Landlord's mortgagee's attorneys' fees and costs) as a result of Tenant's use, disposal, transportation, generation and/or sale of Hazardous Substances. Upon Tenant's default under this Section 17, in addition to the rights and remedies set forth elsewhere in this Lease, Landlord shall be entitled to the following rights and remedies: (i) at Landlord's option, to terminate this lease immediately; and/or (ii) to recover any and all damages associated with the default, including, but not limited to cleanup costs and charges, civil and criminal penalties and fees, loss of business and sales by Landlord and other tenants of the building or Property, any and all damages and claims asserted by third parties and Landlord's attorney's fees and costs. The foregoing indemnity shall survive the expiration or earlier termination of this Lease. The foregoing indemnity shall not apply to any discharge, leakage, spillage, emission or pollution which is caused by a person who occupies the Property after the termination of this Lease.

- e. **Hazardous Material.** For purposes of this Lease, the term "hazardous material" means any hazardous or toxic substances, material, or waste, including but not limited to those substances, materials, and wastes listed or defined as such in federal, state, or local law, regulation or ordinance, including but not limited to, in the following: U.S. Department of Transportation Hazardous Materials Table (49 C.F.R. § 172.101); regulations of the U.S. Environmental Protection Agency (including 40 C.F.R. Part 302; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. and its implementing regulations; the Solid Waste Disposal Act of 1984; AS 46.03.010 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.); and as a petroleum product or oil as defined in 33 U.S.C. § 1321.
- f. **Entry to Perform Testing.** Landlord and its agents at Landlord's sole expense shall have the right to enter and perform testing, analysis and other tasks on the Property as required by any governmental agency including without limitation the Alaska Department of Environmental Conservation.

18. **Waste; Use; No Liens.** Except as to liens arising as a result of work performed by or at the direction of Landlord, which shall be the sole responsibility of Landlord, Tenant agrees that beginning at the commencement of this lease and during the Term hereof, it shall not do or suffer any waste to the Property, or cause, suffer or permit any liens to attach to or to exist against the Property by reason of any act or omission of Tenant or person claiming through Tenant or by reason of its failure to perform any act required of it hereunder. Tenant agrees to save and hold harmless Landlord from and against any such lien(s) or claims of lien(s). Tenant shall not permit the Property to be used for illegal purposes, nor maintain, commit, or permit the maintenance or permission of any nuisance on the Property. Tenant agrees that Tenant's use of the Property and any assignee and/or sub Tenant of Tenant's use of the Property are limited. Provided, however, Tenant shall not be required to pay or discharge any lien against the Property so long as Tenant has given Landlord notice of its intent to contest such lien and Tenant is in good faith contesting the validity or amount thereof and has given to Landlord such security as Landlord has reasonably requested to assure payment of such lien and to prevent the sale, foreclosure or forfeiture of the land, building or Property by reason of non-payment. In the event that any lien does so attach, and is not released within thirty (30) days after written notice to Tenant thereof or if Tenant has not indemnified Landlord against such lien within said thirty (30) day period, Landlord, in its sole discretion, may pay and discharge the same and relieve the Property therefrom, and Tenant agrees to repay and reimburse Landlord upon

demand for the amount so paid by Landlord. The existence of any mechanics', laborer's, material men's, supplier's or vendor's lien, or any right in respect thereof, shall not constitute a violation of this paragraph if payment is not yet due and payable upon the contract or for the goods or services in respect of which any such lien has arisen. On final determination of the lien or claim of lien Tenant will immediately pay any judgment rendered, and all costs and charges, and shall cause the lien to be released or satisfied. Tenant will not use or permit the use of the land, building or Property in any manner which would result (with or without the passage of time) in the creation of any easement or prescriptive right. Tenant shall not use or occupy the Property, or knowingly permit the Property to be used or occupied, contrary to any statute, rule, order, ordinance, requirement, regulation or certificate of occupancy affecting the same, or which would make void or voidable any insurance then in force with respect thereto or which would make it impossible to obtain fire or other insurance thereon required to be furnished hereunder at Tenant's expense, or which would cause structural injury to the improvements or cause the value or usefulness of the Property, or any portion thereof to diminish (reasonable wear and tear excepted), or which would constitute a public or private nuisance or waste, and Tenant agrees that it will promptly, upon discovery of any such use, take all necessary steps to compel the discontinuance of such use.

19. Hold Harmless. Tenant shall indemnify, save, and hold Landlord harmless against all claims, damages, losses, costs, and expenses, including attorney's fees, for or on account of any injury or damage to any persons or property caused by or resulting from Tenant's possession, use or occupancy of the Property or the activities of any of Tenant's employees or agents. The foregoing indemnity and hold harmless shall include (without limitation) any damages accruing to Landlord as a result of the criminal prosecution, forfeiture seizures, and any other matter resulting in a default by Tenant under the terms of this Lease.
20. Quiet Possession. Upon paying the rent and performing the covenants of this Lease, Tenant shall quietly have, hold, and enjoy the Property and all rights granted to Tenant by this Lease during its term.
21. Landlord's Access. Landlord shall at all reasonable times during Tenant's business hours have access to the Property to view the condition of the Property or to post notices of nonresponsibility. In the event the Purchase Option provided in Section 26 of this Lease is not exercised, Landlord shall also be entitled to put "to lease" or "for lease" signs in and about the Property, and to show the Property to prospective lessees, during the last ten (10) months of the Lease term and any extended term.
22. Abandoned Property. Tenant shall not vacate nor abandon the Property at any time during the lease term nor permit the Property to remain unoccupied for a period longer than ten (10) consecutive days during the lease term. If Tenant vacates or abandons the Property in violation of this Lease, any property that Tenant leaves on the premises shall be deemed to have been abandoned and may either be retained by Landlord as the property of Landlord or may be disposed of at public or private sale as Landlord sees fit. Any property of Tenant sold at public or private sale or retained by Landlord shall have the proceeds of any such sale (or the then current fair market value of such property as may be retained by the Landlord) applied by the Landlord against (a) the expenses of Landlord for removal, storage, or sale of the property, (b) the arrears of rent or future rent payable under this Lease, and (c) any other damages to which Landlord may be entitled hereunder. The balance or such amounts if any shall be given to Tenant.

23. Assignment or Subleasing.

- a. Tenant shall not assign, sublease, pledge, or otherwise encumber this Lease, either voluntarily or through operation of law, without the prior written consent of Landlord. All such unauthorized assignments, subleases, and encumbrances shall be void, and this Lease shall terminate automatically without notice.
- b. Assignment is defined as the creation of any lien, encumbrance, or other interest in this Lease. The consent to one assignment, mortgage, sublease, pledge or encumbrance shall not be deemed consent to be any subsequent assignment, mortgage, sublease, pledge or encumbrance. Any attempt to assign, mortgage, sublease, pledge or encumber without the prior written approval of Landlord will constitute a breach of this Lease and convey no rights or interest in the Lease or Property. Landlord's consent to any assignment, mortgage, sublease, pledge or encumbrance of the Lease by the Tenant, shall be subject to Landlord's option to increase the rental to the amount per square foot of rental for similar lease of commercial space in the vicinity.
- c. Landlord shall have the right to assign this Lease at any time without the consent of Tenant and the assignee or assigns, if any, of Landlord shall take subject to all the terms and conditions of this Lease.

24. Tenant's Default.

- a. The occurrence of any one or more of the following events in this Section 24(a) or Section 24(b) shall constitute a "Default" by Tenant and shall give rise to Landlord's remedies set forth in Section 25 below: (i) failure to make when due any payment of rent, unless such failure is cured within three (3) days after notice from Landlord; (ii) failure to observe or perform any term or condition of this Lease other than the payment of rent (or the other matters expressly described herein), unless such failure is cured within any period of time following notice expressly provided with respect thereto in other Sections hereof, or otherwise within a reasonable time, but in no event more than thirty (30) days following notice from Landlord (provided, if the nature of Tenant's failure is such that more time is reasonably required in order to cure, Tenant shall not be in Default if Tenant commences to cure promptly within such period and thereafter diligently pursues its completion); (iii) failure to cure immediately upon notice thereof any condition which is hazardous, interferes with another tenant or the operation or leasing of the Property, or may cause the imposition of a fine, penalty or other remedy on Landlord or its agents or affiliates; (iv) abandonment and vacation of the Property (failure to occupy and operate the Property for ten (10) consecutive days while in monetary default under this Lease shall conclusively be deemed an abandonment and vacation); (v) Tenant, or any guarantor of this Lease ("Guarantor"), filing by or for reorganization or arrangement under any Law relating to bankruptcy or insolvency (unless, in the case of a petition filed against Tenant or such Guarantor, the same is dismissed within thirty (30) days); (vi) Tenant's or any Guarantor's insolvency or failure, or admission of an inability, to pay debts as they mature; or (vii) a violation by Tenant or any affiliate of Tenant under any other lease or agreement with Landlord or any affiliate thereof which is not cured within the time permitted for cure thereunder. Additionally, if Tenant violates the same term or condition of this Lease on two (2) occasions during any twelve (12) month period, Landlord shall have the right to

exercise all remedies for any violations of the same term or condition during the next twelve (12) months without providing further notice or an opportunity to cure, regardless of whether part or all of the security deposit has been applied to the Default or violation. The notice and cure periods provided herein are intended to satisfy any and all notice requirements imposed by Law on Landlord and are in lieu of, and not in addition to, any notice and cure periods provided by Law; provided, Landlord may elect to comply with such notice and cure periods provided by Law.

- b. Notwithstanding any other term in this Lease, Landlord may terminate the Lease immediately if any of the following occur: (i) federal criminal prosecution of Landlord for conspiracy to sell, produce, or transport an illegal drug; (ii) seizure of any of Landlord's property under federal laws providing for forfeiture of assets by those involved in drug trafficking.

25. Landlord's Remedies. If a Default occurs, Landlord shall have the rights and remedies hereinafter set forth to the extent permitted by Law, which shall be distinct, separate and cumulative with and in addition to any other right or remedy allowed under any Law or other provision of this Lease:

- a. Landlord may terminate Tenant's right to possession without termination of this Lease, or Landlord may terminate this Lease and Tenant's right to possession, at any time following a Default; provided, no act of Landlord other than giving notice to Tenant with express statement of termination shall terminate this Lease or Tenant's right to possession. Acts of maintenance, efforts to relet the Property or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination of tenant's right to possession. Upon termination of Tenant's right to possession, Landlord shall have the right to reenter the Property and recover from Tenant in addition to any other monies provided herein or at Law: (a) the Worth of the unpaid rent that had been earned by Landlord at the time of termination of Tenant's right to possession; (b) the Worth of the amount of the unpaid rent that would have been earned after the date of termination of Tenant's right to possession through the expiration of the Lease Term; and (c) all other expenses incurred by Landlord on account of Tenant's Default, including without limitation any Costs of Reletting (defined below) and Landlord's attorney fees and collection costs. The "Worth" as used for item (a) above is to be computed by allowing interest at the rate of ten and one-half percent (10.5%) to accrue on all such unpaid rent (or such lesser rate required by Law, if any). The Worth as used for item (b) above is to be computed by discounting the amount of rent at the discount rate of the Federal Reserve Bank of San Francisco at the time of termination of Tenant's right of possession.
- b. In the event of any such reentry by Landlord, Landlord may, at Landlord's option, require Tenant to remove from the Property any of Tenant's property located thereon. If Tenant fails to do so, Landlord shall not be responsible for the care or safekeeping thereof and may remove any of the same from the Property and place the same elsewhere in the building or in storage in a public warehouse at the cost, expense and risk of Tenant with authority to the warehouseman to sell the same in the event that Tenant shall fail to pay the cost of transportation and storage, all in accordance with the rules and regulations applicable to the operation of a public warehouseman's business. In any and all such cases of reentry Landlord may make any repairs in, to or upon the Property which may be necessary,

desirable or convenient, and Tenant hereby waives any and all claims for damages which may be caused or occasioned by such reentry or to any property in or about the Property or any part thereof.

- c. Landlord may bring suits for amounts owed by Tenant hereunder or any portions thereof, as the same accrue or after the same have accrued, and no suit or recovery of any portion due hereunder shall be deemed a waiver of Landlord's right to collect all amounts to which Landlord is entitled hereunder, nor shall the same serve as any defense to any subsequent suit brought for any amount not therefor reduced to judgment. Landlord may pursue one or more remedies against Tenant and need not make an election of remedies. All rent and other consideration paid by any replacement tenants shall be applied at Landlord's option: (i) first, to the Costs of Reletting (defined below), (ii) second, to the payment of all costs and attorney fees of enforcing this Lease against Tenant or any Guarantor, (iii) third, to the payment of all interest and service charges accruing hereunder, (iv) fourth, to the payment of rent theretofore accrued, and (v) with the residue, if any, to be held by Landlord and applied to the payment of rent and other obligations of Tenant as the same become due (and with any remaining residue to be retained by Landlord). "Costs of Reletting" shall include without limitation, all costs and expenses incurred by Landlord for any repairs, improvements or other matters necessary to prepare the Property for another tenant, brokerage commissions, advertising costs, attorneys' fees, any economic incentives given to enter leases with replacement tenants. With respect to reletting the Property, Landlord shall only be required to use reasonable efforts, and Landlord shall not be required to relet at rental rates or terms less favorable to Landlord than those contained herein. The times set forth herein for the curing of Defaults by Tenant are of the essence with regard to this Lease.

26. Purchase Option. Tenant shall have the option to purchase the Property from Landlord in accordance with the terms and conditions of this Section 26 (referred to as the, "Purchase Option").
 - a. Exercise of Option. This Purchase Option may be exercised by Tenant providing written notice mailed to the Landlord at the address provided for the mailing of notices in this agreement; provided that Tenant must be in good standing under the terms of this Lease in order to exercise the Purchase Option.
 - b. Timing of Exercise. This Purchase Option may be exercised at any time in the last year of the initial term prior to 5:00pm AKST on June 30, 2020 (or at any time in the last year of the extended term prior to 5:00pm AKST on June 30, 2026 if, and only if, Tenant has exercised Tenant's option to extend the term of this Lease pursuant to Section 4). If exercised, closing on the purchase and sale of the Property shall occur on December 31, 2020 (or December 31, 2026 if, and only if, Tenant has exercised Tenant's option to extend the term of this Lease pursuant to Section 4). If the Purchase Option is not exercised by Tenant as provided in this Section, its terms shall lapse, and the Landlord may immediately thereafter list the property for sale or lease.
 - c. Contract of Sale. If this Purchase Option is exercised, then this Lease (and more specifically this Section 26) shall become the purchase and sale agreement between the parties.

- d. Title. Title to the premises shall be a good and marketable title in fee simple, free and clear of all encumbrances, except the lien of current real estate taxes not yet due and payable, reservations expressed in the U.S. Patent, easements for roads, gas, electric, water and sewer lines, reservations and restrictions of record, and encroachments ascertainable by physical inspection of the premises. Title shall include any improvements, fixtures, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining. The conveyance from Landlord to Tenant will be effectuated via a Statutory Warranty Deed.
- e. Price. If this Purchase Option is exercised, the purchase price for the Property shall be at full appraised value as determined by a qualified third-party real estate appraiser with MAI credentials familiar with the Fairbanks market using full fair value rental rates (and not at the rate provided for in the lease agreement); *provided however*, the appraised value shall not include the fair market value of the improvements Landlord and Tenant *agree in advance that Tenant shall be permitted to remove* set forth on the Exhibit B attached to this Lease (pursuant to Section 16.a of this Lease), initialed, and marked "excluded." Any improvement listed on Exhibit B that is not marked "excluded" *and* initialed by all parties shall be included in the appraised value of the Property. The fair market value of any improvements excluded from the appraised value shall be the fair market value of the improvements or fixtures on the day the transactions contemplated by the Purchase Option are intended to close. Notwithstanding anything to the contrary in this Lease, the purchase price for the Property shall not be less than FIVE THOUSAND DOLLARS and no/100 (\$500,000.00).
- f. Terms of Sale. Tenant will pay the purchase price to the Landlord either (i) in cash or wire transfer acceptable to the Landlord; or, (ii) by making a down payment equal to twenty percent (20%) of the purchase price, with the balance paid in equal monthly installments amortized over fifteen (10) years, with interest to accrue at the prime rate published by Northrim Bank plus 2.0%, with the prime rate being adjusted on January 1 of each year for the term of the obligation. The Tenant may prepay the entire remaining principal and accrued interest after 5 years. Until the entire balance of the purchase price, along with any accrued interest and other charges, is paid, Tenant's obligations under this Section 26, and any uncured obligations in default under this Lease, shall be secured by a first priority deed of trust on the Property in favor of Landlord, which deed of trust shall provide that Tenant shall pay all costs of collection and foreclosure, including actual attorneys' fees, incurred by Landlord in the event of Tenant's default.
- g. Title, Deed, Escrow and Environmental Matters. Landlord agrees to pay the cost of procuring an owner's standard title insurance policy. Landlord and Tenant agree to evenly divide any costs of drawing and preparing the deed and attendant security instruments, as well as escrow fees and charges, and any other charges and fees associated with closing; provided that Tenant shall be solely responsible for any cost arising out of Tenant's financing or required by Tenant's lender. Tenant shall assume and hold Landlord harmless from any liability associated with the Property including any and all outstanding environmental liability, whether arising prior to or after closing on the purchase and sale of the Property.

h. Survival of Obligations. All sums payable to Landlord from Tenant under this Lease, whether for rent or otherwise, shall survive the exercise of the Purchase Option and remain owing to Landlord after closing on the sale of the Property. Following the sale of the Property by Landlord to Tenant pursuant to this Purchase Option, the provisions of this Lease that may be performed or relied upon after closing shall survive the closing on the purchase and sale of the Property.

27. Notices. Except as expressly provided to the contrary in this Lease, every notice or other communication to be given by either party to the other with respect hereto or to the Property, shall be in writing and shall not be effective for any purpose unless the same shall be served personally, or by national air courier service, or United States certified mail, return receipt requested, postage prepaid, to the parties at the addresses set forth below, or such other address or addresses as Landlord or Tenant may from time to time designate by notice given as above provided. Every notice or other communication hereunder shall be deemed to have been given as of the third business day following the date of such mailing (or as of any earlier date evidenced by a receipt from such national air courier service or the United States Postal Service) or immediately if personally delivered. Notices not sent in accordance with the foregoing shall be of no force or effect until received by the foregoing parties at such addresses required herein. The addresses for the purpose of giving notice shall be:

Landlord: CCM Investments, LLC
Attn: Catherine H. Miller
1630 S. Lane Street
Seattle, WA 98144

Tenant:
Nathan Abott Davis
511 30th Avenue
Fairbanks, AK 99701

With a copy to:
CCM Investments, LLC
c/o MB Services, Inc.
845 K Street
Anchorage, AK 99501

With a copy to:

28. Waiver and Forbearance. Except to the extent that the Landlord may have otherwise agreed in writing, no waiver by the Landlord of any breach by the Tenant 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 the Landlord to seek a remedy for any breach of the Tenant be deemed a waiver by the Landlord of its rights or remedies with respect to such breach.

29. Collection of Less Than Monthly Rent. No payment by Tenant or receipt by Landlord of an amount less than the monthly rent herein stipulated shall be deemed to be other than on account of the stipulated rent, nor shall any endorsement on any check effect any accord and satisfaction, but Landlord may accept such rent payment without prejudice to his rights to collect the balance of such rent.

30. Collection of Rent from Others. If this Lease is assigned, or if the Property or any part thereof is underlet, sublet, or occupied by any person other than Tenant, Landlord may collect rent from such

assignee, under tenant, sub-Tenant, or occupant and apply the net amount collected to the rent reserved herein, and no such collection shall be deemed a waiver of the covenant herein against assignment, under letting, or subletting or an acceptance of the assignee, under tenant, sub Tenant, or occupant as Tenant, and in every such case Tenant shall perform and continue to perform all of the covenants of this Lease on the part of Tenant to be performed.


31. Estoppel Certificate. Tenant shall at any time upon reasonable notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect and the date to which the rent or other charges have been paid in advance, if any.
32. Eminent Domain. If the Property or any material portion of it is taken or appropriated or condemned by reason of eminent domain, or sold under the threat of the exercise of such power, this Lease may be canceled at the option of either the Landlord or the Tenant, by either party giving thirty (30) days written notice to the other. Any award for the taking of all or any part of the Property under the power of eminent domain shall be the sole property of the Landlord; provided that the taking of a portion of the Property for street or sidewalk purposes exclusive of any portion of building shall not warrant any abatement or entitle Tenant to any abatement of annual rental.
33. Subordination and Nondisturbance. This Lease and all of the rights of Tenant are and shall be subject and subordinate to the lien of every security interest, deed of trust and every mortgage now or hereafter placed on the Property or any part thereof (except the property of Tenant and others stated to be removable under this Lease), and to any and all renewals, modifications, consolidations, replacements, extensions, or substitutions of any such security interest, mortgage or deed of trust ("encumbrances"). In addition, the interest of Tenant shall be subject and subordinate to the interest of a purchaser of the Property who acquires an interest subsequent to the date of this Lease.
34. Successors and Assigns. The covenants and agreements of this Lease shall be binding upon the legal representatives, successors, and assigns of the parties.
35. Attorney's Fees. If, by reason of any default on Tenant's part in the performance of the terms and conditions or provisions of this Lease, including the Purchase Option provided at Section 26, Landlord deems it necessary to employ an attorney, Tenant shall pay all costs, expenses and attorney's fees expended or incurred by Landlord.
36. Headings. The headings used in this Agreement are inserted for convenience only and shall be disregarded in construing this Lease.
37. Rule of Construction. The rule of strict construction of a document against the drafter is waived in partial consideration for the other covenants contained herein, and all parties to this Lease recognize that they have been represented by separate counsel or have been afforded that opportunity in this transaction, and all terms and conditions herein have been negotiated at arms length.
38. Amendment or Modification. No amendment, change or modification of this Agreement shall be valid unless that modification is in writing and signed by all parties to this Agreement.

39. Prior Agreements. This Agreement contains the entire agreement between the parties. Any prior representation, promise or condition, oral or written, not incorporated herein shall not be binding upon the parties.
40. Memorandum of Lease. Tenant agrees that Tenant will not record this Lease. At the request of either Landlord or Tenant, the parties shall execute a memorandum lease for recording purposes in lieu of recording this Lease in a form substantially similar to Exhibit A of this Lease.
41. Brokerage Representation. The parties acknowledge Alaska Commercial Properties, Inc has represented Landlord in this transaction. Landlord represents that Landlord shall be responsible for any fees or commissions due to Alaska Commercial Properties, Inc. for this Lease and the subsequent sale of the Property if the Tenant exercises the Purchase Option. Tenant has not engaged a separate broker for this transaction.
42. Jurisdiction and Applicable law. This Agreement shall be construed, interpreted and enforced, pursuant to the laws of the State of Alaska, and the parties agree that the Anchorage Superior Court in the Third Judicial District for the State of Alaska shall have exclusive jurisdiction of any suit or proceeding brought with respect to this document.
43. Interpretation. Whenever the singular number is used in this Lease and when required by context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporations, firms, or associations. If there be more than one Tenant, the obligations imposed under this Lease upon Tenant shall be joint and several.
44. Severability. If any portion of this Lease is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of the remaining portions of this lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the 1 day of January, 2016.

LANDLORD: CCM Investments, LLC
 Address: 1630 S. Lane Street
 Seattle, WA 98144

Phone: _____
 Fax: _____
 Email: _____

By: 
 Catherine H. Miller, Managing Member

TENANT: Nathan Abott Davis
 Address: 501 W. Crestwood
Wasilla, Alaska 99654

Phone: _____
 Fax: _____
 Email: _____

By: 
 Nathan Abott Davis

EXHIBIT A - MEMORANDUM OF LEASE

This Memorandum of Lease is entered into this 28 day of December, 2015 by and between CCM Investments, LLC ("LANDLORD"), and Nathan Abott Davis ("TENANT").

1. Property. Landlord has leased to Tenant the premises described in that certain Lease between Landlord and Tenant, dated the 1 day of January, 2016, located in the State of Alaska and more particularly described as follows:

Lot One "A" (1A), Rees Subdivision, according to Plat 2010-95 filed in the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

2. Term. The Lease commences on January 1, 2016, and terminates on December 31, 2020; provided that Tenant has one option to extend the term of the Lease for sixty (60) months.

3. Option to Purchase. The Lease contains an option for Tenant to purchase the Property, exercisable by Tenant.

LANDLORD: CCM Investments, LLC
Address: 1630 S. Lane Street
Seattle, WA 98144

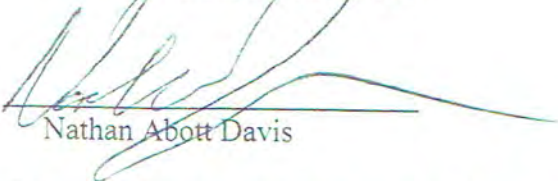
By: Catherine H. Miller
Catherine H. Miller, Managing Member

The foregoing instrument was acknowledged before me this 28 day of December, 2015 by Catherine H. Miller, Managing Member, on behalf of CCM Investments, LLC, an Alaska Limited Liability Company.



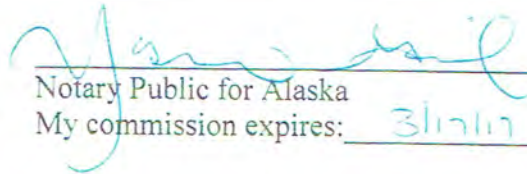
Abdihakim A. Ali
Notary Public for ~~Alaska~~ Washington
My commission expires: 12-08-18

TENANT: Nathan Abott Davis
Address: 501 W. Crestwood
Wasilla, Alaska 99654

By: 
Nathan Abott Davis

The foregoing instrument was acknowledged before me this 31st day of December, 2015
by Nathan Abott Davis.




Notary Public for Alaska
My commission expires: 3/17/17

TO BE RECORDED IN THE FAIRBANKS RECORDING DISTRICT, AFTER RECORDING
RETURN TO: Peter Brautigam, Manley & Brautigam, PC, 845 K Street, Anchorage, AK 99501

EXHIBIT B – SCHEDULE OF TENANT IMPROVEMENTS AGREED IN ADVANCE

The parties agree that Tenant shall be permitted or required to remove and take the following fixtures and improvements with Tenant upon expiration of the Lease between CCM Investments, LLC and Nathan Abbott Davis dated _____, 20__ (the "Lease"); provided that Tenant shall remove the items at Tenant's sole expense and shall repair the Property as provided in Section 12 and Section 16 of the Lease. The parties shall indicate whether the fair market value of those items will be excluded from the appraised value of the Property in the event Tenant exercises its option to purchase the Property pursuant to Section 25.e. of the Lease by marking "Excluded" below. Any capitalized terms not otherwise defined in this Exhibit B shall have the definition set forth in the Lease. To the extent any term of this Exhibit conflicts with the terms of the Lease, the terms of the Lease shall control.

<u>Improvement</u>	<u>To Be Removed?</u>	<u>Will the Fair Market Value be Excluded?</u>	<u>Initials</u>	<u>Date</u>
1. pending final list				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Exhibit B – Schedule of Tenant Improvements Agreed in Advance

Assignment and Sub-Lease Agreement

WHEREAS **CCM Investments, LLC** (as “Landlord”) and **Nathan Abott Davis** (as “Tenant”) entered into a Commercial Lease Agreement (the “Agreement”) dated December 28th, 2015, concerning real property and improvements located at 511 30th Avenue in Fairbanks, Alaska 99701, and with a legal description of:

Lot One “A” (1A), Rees Subdivision, according to Plat No. 2010-95 filed in the Fairbanks Recording District, Fourth Judicial District, State of Alaska

AND WHEREAS said Tenant desires to assign and sub-lease all rights pursuant to said Agreement to **Green Life Supply, LLC**, and Alaska Limited Liability Company; and

WHEREAS paragraph 23 of said Agreement provides that Tenant shall not assign or sublease Tenant’s rights under the Agreement without prior written consent of Landlord;

NOW THEREFORE, Tenant does hereby assign and sub-lease all of Tenant’s rights pursuant to the Agreement executed by and between **CCM Investments, LLC** (as Landlord) and **Nathan Abott Davis** (as Tenant), to **Green Life Supply, LLC**, as assignee/sub-lessee.

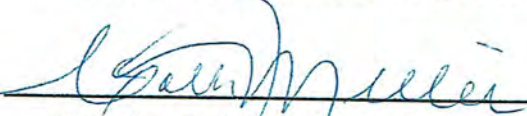
This Assignment and Sub-Lease Agreement incorporates all terms and conditions as set forth in the above-referenced Commercial Lease Agreement dated December 28th, 2015. **A true and correct copy of the Commercial Lease Agreement is attached hereto as Exhibit A.**

By signature below, Landlord CCM Investments, LLC hereby consents to this assignment and sub-lease.



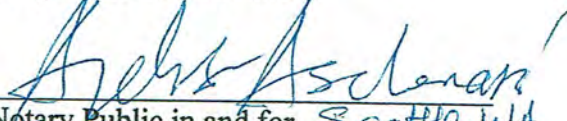
Abott Davis, and Sub-Lessee Green Life Supply, LLC, hereby consent to the above modifications and amendments to paragraph 3 and paragraph 25 of the Commercial Lease Agreement dated December 28, 2016.

Landlord – CCM Investments, LLC

By: 
Catherine H. Miller / Managing Member



The foregoing was acknowledged before me this 19 day of December, 2016, by **Catherine H. Miller**, as **Managing Member** of **CCM Investments, LLC**, an Alaska Limited Liability Company, and with authority to execute the same.


Notary Public in and for Seattle, WA
My commission expires: 08-19-2020

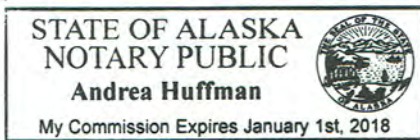
TENANT/ Sub-Lessor: Nathan Abott Davis

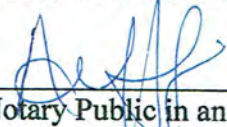

Nathan Abott Davis

Sub-Lessee: Green Life Supply, LLC

By: 
Nathan Abott Davis / Managing Member

The foregoing was acknowledged before me this 19th day of December, 2016, by **Nathan Abott Davis**, both individually and as **Managing Member** of **Green Life Supply, LLC**, and with authority to execute the same on behalf of Green Life Supply, LLC.




Notary Public in and for Alaska
My commission expires: 1/1/2018



**ADDENDUM TO COMMERCIAL LEASE AGREEMENT
(Dated December 28, 2015)**

WHEREAS CCM Investments, LLC (as "Landlord") and Nathan Abott Davis (as "Tenant") entered into a Commercial Lease Agreement (the "Agreement") dated December 28th, 2015, concerning real property and improvements located at 511 30th Avenue in Fairbanks, Alaska 99701, and with a legal description of:

Lot One "A" (1A), Rees Subdivision, according to Plat No. 2010-95 filed in the Fairbanks Recording District, Fourth Judicial District, State of Alaska

AND WHEREAS said Tenant has assigned Tenant's rights pursuant to the Commercial Lease Agreement by Assignment and Sub-Lease to **Green Life Supply, LLC**, an Alaska Limited Liability Company; and

WHEREAS Landlord and Tenant desire to modify and amend certain portions of said Commercial Lease Agreement;

NOW THEREFORE, Landlord and Tenant hereby agree to the following amendments and modifications of paragraph 3 and paragraph 25 in said Commercial Lease Agreement:

3. **Use of Property.** Tenant shall use the Property for the following limited purpose, and for no other purpose without the prior written consent of the Landlord: commercial cannabis grow operation and production of marijuana products, **to include the cultivation, production and retail sales of such products**, subject to the terms and conditions of this Lease. Tenant shall be responsible for securing any necessary permits, licenses or other approvals necessary to operate its business. Landlord's consent to other business uses of the Property by Tenant shall not be unreasonably withheld.

25. **Landlord's Remedies.** Landlord expressly agrees that, notwithstanding one or more defaults in any of the terms of the Commercial Lease Agreement, **in no event shall Landlord shall have any right to take possession of any marijuana products of any kind or sort.**

By signatures below, Landlord CCM Investments, LLC, Tenant Nathan

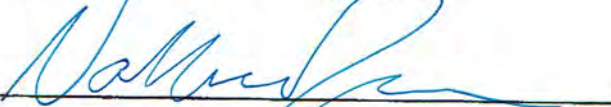
Nathan Davis / Green Life Supply, LLC – Addendum to Commercial Lease Agreement
Page 1

TENANT / Sub-Lessor: Nathan Abott Davis



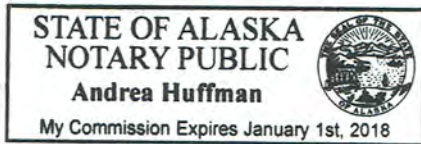
Nathan Abott Davis


Sub-Lessee: Green Life Supply, LLC

By: 

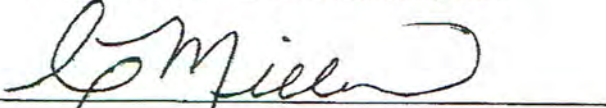
Nathan Abott Davis / Managing Member

The foregoing was acknowledged before me this 9th day of December, 2016, by **Nathan Abott Davis**, both individually and as **Managing Member** of **Green Life Supply, LLC**, and with authority to execute the same on behalf of Green Life Supply, LLC.




Notary Public in and for Alaska
My commission expires: 1/1/2018


Landlord – CCM Investments, LLC

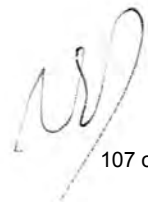
By: 

Catherine H. Miller / Managing Member

The foregoing was acknowledged before me this 8th day of December, 2016, by **Catherine H. Miller**, as **Managing Member** of **CCM Investments, LLC**, an Alaska Limited Liability Company, and with authority to execute the same.




Notary Public in and for Alaska
My commission expires: 8/1/2017



Introduced by: Council Members Pruhs and Rogers
Finance Committee: August 29, 2017
Date: September, 11 2017

ORDINANCE NO. 6060

**AN ORDINANCE TO PROVIDE A STIPEND AND RESOLUTIONS TO
RESIDENTS AND BUSINESSES WITH DRINKING WATER
CONTAMINATED BY PERFLUORINATED COMPOUNDS (PFCs)**

WHEREAS, past training activities at the Regional Fire Training Center, which is owned and operated by the City of Fairbanks (City), have resulted in ground water contamination that has migrated off the property and contaminated wells in south Fairbanks with PFCs; and

WHEREAS, the City wants to ensure residents and businesses affected by this contamination have access to clean drinking water; and

WHEREAS, there are four categories of properties in question:

Category 1 properties have wells connected to a structure's interior plumbing, the wells are the structure's only source of drinking water, and the water in the wells is contaminated above the U.S. Environmental Protection Agency's (EPA's) Lifetime Health Advisory (LHA) Level;

Category 2 properties have wells that are not connected to the structure's interior plumbing, the wells are contaminated above the EPA's LHA Level, and a holding tank is currently being used as the structure's source of drinking water;

Category 3 properties have wells that test below the EPA's LHA Level but are above 85% of the EPA's LHA Level.

Category 4 properties do not have a well.

WHEREAS, the City of Fairbanks is providing valuable real estate upgrades to Category 1 and 2 participants.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, as follows:

SECTION 1. For Category 1 properties, the City will fund the water service connections to water mains and will pay a stipend for water bills over the next two years, not to exceed \$2,500 for those two years, with the goal of having these properties completed by December 2017.

SECTION 2. For Category 2 properties, the City will fund the connection to the water mains with the goal of completion by September 2018.

SECTION 3. Category 1 and 2 participants, to receive real estate upgrades and water credit to College Utilities Corp., will execute a “Waiver of Claims” with the City of Fairbanks for any/all real estate loss of value from potential (PFC’s) contamination.

SECTION 4. For Category 3 properties the City will fund the connection to the water mains during the next construction season upon the 85% target being reached.

SECTION 5. For Category 4 properties, the residents will be required to connect to the water main at their expense.

SECTION 6. That the effective date of this Ordinance shall be the ___ day of September 2017.

Jim Matherly, City Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 6060

Abbreviated Title: STIPEND AND WATER RESOLUTIONS DUE TO PFC CONTAMINATION

Does the adoption of this ordinance or resolution authorize:

1) additional costs beyond the current adopted budget? Yes X No _____

2) additional support or maintenance costs? Yes X No _____

If yes, what is the estimate? UNKNOWN

3) additional positions beyond the current adopted budget? Yes _____ No X

If yes, how many positions? _____

If yes, type of positions? _____ (F - Full Time, P - Part Time, T - Temporary)

II. FINANCIAL DETAIL:

ESTIMATED EXPENDITURES	FY 2017	FY 2018	FY 2019	Beyond	Total
CLAIMS	\$100,000				\$100,000
					\$0
					\$0
TOTAL	\$100,000	\$0	\$0	\$0	\$100,000

ESTIMATED FUNDING SOURCES	FY 2017	FY 2018	FY 2019	Beyond	Total
Risk Fund	\$100,000				\$100,000
Other					\$0
TOTAL	\$100,000	\$0	\$0	\$0	\$100,000

EXPLANATION

To provide a \$2,500 drinking water stipend to 40 category one properties in 2017. This stipend will be paid directly to Golden Heart Utilities (GHU) upon completion of the hook up to the GHU water main/utility.

It is the intent to provide the stipend to all properties who obtain category one designation in the future.

Please see the Ordinance for more descriptive treatment of other categories of properties with potential perfluorinated compound (PFC) contamination

Reviewed by Finance Department: _____ Initial CR Date 8/28/2017

Introduced by: Council Members Pruhs and Rogers
Finance Committee: August 29, 2017
Date: September, 11 2017

**ORDINANCE NO. 6060, AS AMENDED
(PROPOSED SUBSTITUTE A)**

**AN ORDINANCE TO PROVIDE A STIPEND AND RESOLUTIONS TO
RESIDENTS AND BUSINESSES WITH DRINKING WATER
CONTAMINATED BY PERFLUORINATED COMPOUNDS (PFCs)**

WHEREAS, past training activities at the Regional Fire Training Center, which is owned and operated by the City of Fairbanks (City), have resulted in ground water contamination that has migrated off the property and contaminated wells in south Fairbanks with PFCs; and

WHEREAS, the City wants to ensure residents and businesses affected by this contamination have access to clean drinking water; and

WHEREAS, there are four categories of properties in question:

Category 1 properties have wells connected to a structure's interior plumbing, the wells are the structure's only source of drinking water, and the water in the wells is contaminated above the U.S. Environmental Protection Agency's (EPA's) Lifetime Health Advisory (LHA) Level;

Category 2 properties have wells that are not connected to the structure's interior plumbing, the wells are contaminated above the EPA's LHA Level, and a holding tank is currently being used as the structure's source of drinking water;

Category 3 properties have wells that test below the EPA's LHA Level but are above 85% of the EPA's LHA Level, **and the wells are the structure's only source of drinking water or a holding tank is currently being used as the structure's source of drinking water.**

Category 4 properties do not have a well.

WHEREAS, the City of Fairbanks is providing valuable real estate upgrades to Category 1, 2, **and 3** participants.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, as follows:

SECTION 1. For Category 1 properties, the City will fund the water service connections to water mains and will pay a stipend for water bills over the next two years, not to exceed \$2,500 for those two years, with the goal of having these properties completed by December 2017.

SECTION 2. For Category 2 properties, the City will fund the connection to the water mains with the goal of completion by September 2018.

SECTION 3. Category 1, 2, **and 3** participants, to receive real estate upgrades and water credit to College Utilities Corp., will execute a “Waiver of Claims” with the City of Fairbanks for any/all real estate loss of value from potential (PFC’s) contamination.

SECTION 4. For Category 3 properties the City will fund the connection to the water mains during the next construction season upon the 85% target being reached.

SECTION 5. For Category 4 properties, the residents will be required to connect to the water main at their expense.

SECTION 6. That the effective date of this Ordinance shall be the ___ day of September 2017.

Jim Matherly, City Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

CITY OF FAIRBANKS

FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 6060

Abbreviated Title: STIPEND AND WATER RESOLUTIONS DUE TO PFC CONTAMINATION

Does the adoption of this ordinance or resolution authorize:

- 1) additional costs beyond the current adopted budget? Yes No
- 2) additional support or maintenance costs? Yes No
- If yes, what is the estimate? UNKNOWN
- 3) additional positions beyond the current adopted budget? Yes No
- If yes, how many positions? _____
- If yes, type of positions? _____ (F - Full Time, P - Part Time, T - Temporary)

II. FINANCIAL DETAIL:

ESTIMATED EXPENDITURES	FY 2017	FY 2018	FY 2019	Beyond	Total
CLAIMS	\$100,000				\$100,000
					\$0
					\$0
TOTAL	\$100,000	\$0	\$0	\$0	\$100,000

ESTIMATED FUNDING SOURCES	FY 2017	FY 2018	FY 2019	Beyond	Total
Risk Fund	\$100,000				\$100,000
Other					\$0
TOTAL	\$100,000	\$0	\$0	\$0	\$100,000

EXPLANATION

To provide a \$2,500 drinking water stipend to 40 category one properties in 2017. This stipend will be paid directly to Golden Heart Utilities (GHU) upon completion of the hook up to the GHU water main/utility.

It is the intent to provide the stipend to all properties who obtain category one designation in the future.

Please see the Ordinance for more descriptive treatment of other categories of properties with potential perfluorinated compound (PFC) contamination

Reviewed by Finance Department: Initial CR Date 8/28/2017

Introduced by: Council Members Pruhs and Rogers
Finance Committee: August 29, 2017
Date: September, 11 2017

**ORDINANCE NO. 6060, AS AMENDED
(PROPOSED SUBSTITUTE B)**

**AN ORDINANCE TO PROVIDE A STIPEND AND RESOLUTIONS TO
RESIDENTS AND BUSINESSES WITH DRINKING WATER
CONTAMINATED BY PERFLUORINATED COMPOUNDS (PFCs)**

WHEREAS, past training activities at the Regional Fire Training Center, which is owned and operated by the City of Fairbanks (City), have resulted in ground water contamination that has migrated off the property and contaminated wells in south Fairbanks with PFCs; and

WHEREAS, the City wants to ensure residents and businesses affected by this contamination have access to clean drinking water; and

WHEREAS, there are four categories of properties in question:

Category 1 properties have wells connected to a structure's interior plumbing, the wells are the structure's only source of drinking water, and the water in the wells is contaminated above the U.S. Environmental Protection Agency's (EPA's) Lifetime Health Advisory (LHA) Level;

Category 2 properties have wells that are not connected to the structure's interior plumbing, the wells are contaminated above the EPA's LHA Level, and a holding tank is currently being used as the structure's source of drinking water;

Category 3 properties have wells that test below the EPA's LHA Level but are above 85% of the EPA's LHA Level, **and the wells are the structure's only source of drinking water or a holding tank is currently being used as the structure's source of drinking water.**

Category 4 properties do not have a well.

WHEREAS, the City of Fairbanks is providing valuable real estate upgrades to Category 1, 2, **and 3** participants.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, as follows:

SECTION 1. For Category 1 properties, the City will fund the water service connections to water mains and will pay a stipend for water bills over the next ~~two~~**five** years, not to exceed ~~\$2,500~~ **\$6,250** for those ~~two~~ **five** years, with the goal of having these properties

completed by December 2017.

SECTION 2. For Category 2 properties, the City will fund the connection to the water mains with the goal of completion by September 2018.

SECTION 3. Category 1, 2, **and 3** participants, to receive real estate upgrades and water credit to College Utilities Corp., will execute a “Waiver of Claims” with the City of Fairbanks for any/all real estate loss of value from potential (PFC’s) contamination.

SECTION 4. For Category 3 properties the City will fund the connection to the water mains during the next construction season upon the 85% target being reached.

SECTION 5. For Category 4 properties, the residents will be required to connect to the water main at their expense.

SECTION 6. That the effective date of this Ordinance shall be the ___ day of September 2017.

Jim Matherly, City Mayor

AYES:

NAYS:

ABSENT:

ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 6060

Abbreviated Title: STIPEND AND WATER RESOLUTIONS DUE TO PFC CONTAMINATION

Department(s): RISK

Does the adoption of this ordinance or resolution authorize:

1) additional costs beyond the current adopted budget? Yes _____ No x

2) additional support or maintenance costs? Yes x No _____

If yes, what is the estimate? see below

3) additional positions beyond the current adopted budget? Yes _____ No x

If yes, how many positions? _____

If yes, type of positions? _____ (F - Full Time, P - Part Time, T - Temporary)

II. FINANCIAL DETAIL:

EXPENDITURES:	Equipment	Contracts	Personnel	Total
Claims	\$0	\$250,000	\$0	\$250,000
TOTAL	\$0	\$250,000	\$0	\$250,000

FUNDING SOURCE:	Equipment	Contracts	Personnel	Total
City of Fairbanks Risk Fund	\$0	\$250,000	\$0	\$250,000
TOTAL	\$0	\$250,000	\$0	\$250,000

To provide \$6,250 drinking water stipend to 40 category one properties. This stipend will be paid directly to Golden Heart Utilities (GHU) upon completion of the hook up to the GHU water main/utility. It is the intent to provide the stipend to all properties who obtain category one designation in the future. Please see Ordinance for more descriptive treatment of other categories of properties with potential perfluorinated compound (PFC) contamination.

Reviewed by Finance Department:

Initial mb

Date 9/20/2017

ORDINANCE NO. 6061

**AN ORDINANCE AMENDING FGC SEC. 70-321 REGARDING
RESPONSIBILITY FOR REMOVAL OF SNOW AND ICE FROM
SIDEWALKS AND MOVING SNOW FROM PRIVATE PROPERTY ONTO
A STREET OR SIDEWALK**

WHEREAS, the Public Works Department is responsible for snow removal and street sanding on 355 lane-miles of roadway; and

WHEREAS, the maintenance priority for snow removal is to open all arterial and collector roads within 72 hours, followed by the clearing streets in residential neighborhoods and clearing sidewalks and curb ramps throughout the city; and

WHEREAS, current code provisions delineate responsibility for clearing snow and ice from sidewalks and prohibit moving snow from private property onto a street or sidewalk; and

WHEREAS, the city has limited resources for snow removal; and

WHEREAS, snow moved from private property onto the street can be a hazard and impacts operational efficiency and city resources, the cost of which should be borne by the responsible parties.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, as follows:

SECTION 1. That Fairbanks General Code Section 70-321 is hereby amended as follows [new text in **underlined bold** font; deleted text in ~~strikethrough~~ font]:

Sec. 70-321. Snow and ice; removal; standing; casting on public property.

(a) ~~A~~ ~~No~~ person having **control of any premise** ~~the care, either as owner or occupant, of any premises~~ bordered by a graded or paved sidewalk **must promptly** ~~shall fail to~~ remove ~~promptly~~ any snow which ~~may~~ falls on **the sidewalk and must** ~~nor fail to~~ remove or sand any ice which ~~may~~ forms on the sidewalk, to the extent that the snow or ice is an impediment to pedestrians.

(b) It ~~is~~ ~~shall be~~ unlawful for any person to **move snow or ice from private property or to hire, direct, or allow another person to move snow or ice from private property onto** ~~place, leave, deposit or cast upon~~ any sidewalk, street, avenue or alley in the city ~~any snow or ice taken from private property~~ to the extent that the snow or ice is an impediment to use of the sidewalk, street, avenue or alley, ~~provided, that,~~ **It** is not a violation of this subsection to move snow from a sidewalk into the adjacent street.

(c) A person violating subsection (b) above is guilty of a minor offense. A person charged with violating subsection (b) must respond to the City Clerk's Office within 30 days of receipt of the citation. Disposition of a charge under subsection (b) may be without court appearance pursuant to AS 29.25.070 and the Alaska Minor Offense Rules upon payment of a fine of \$200 and payment of the state surcharge required by AS 12.55.039 and AS 29.25.074. The fines for these offenses may not be judicially reduced. The penalty for violation of this section shall be set forth in the City Schedule of Fees and Charges for Services.

(d) The director of public works, or designee, is authorized to direct the removal of any snow or ice that was taken from private property and moved to a sidewalk, street, avenue, or alley. The cost of such removal shall be charged to the owner of the property from which the snow or ice was moved, provided the owner or person having control of the premise fails to do so within 24 hours after having received notice from the director of public works, or designee. The cost of removal of any snow or ice done at the direction of the director of public works, or designee, under this subsection shall be set forth in the City Schedule of Fees and Chargers for Services.

(e) For purposes of this section, a person has control of a premise if they are the owner or occupant of the premise.

SECTION 2. That the effective date of this Ordinance shall be the ___ day of September 2017.

Jim Matherly, City Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

RESOLUTION NO. 4808

**A RESOLUTION AMENDING THE CITY SCHEDULE
OF FEES AND CHARGES FOR SERVICES
RELATING TO SNOW REMOVAL**

WHEREAS, the City *Schedule of Fees and Charges for Services* was enacted in 2008 by Ordinance No. 5744 and has been amended by resolution on several occasions since that time; and

WHEREAS, Ordinance No. 6061 amends FGC 70-321 regarding responsibility for removal of snow and ice from sidewalks and moving snow from private property onto a street or sidewalk and references charges for services in the City Schedule of Fees and Charges for Services; and

WHEREAS, the intent for charges for services is to cover the costs to provide such service.

NOW, THEREFORE, BE IT RESOLVED by the City Council to amend page two of the *Schedule of Fees and Charges for Services*, effective upon approval of this resolution.

PASSED and APPROVED this 25th day of September 2017.

Jim Matherly, Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

City of Fairbanks Schedule of Fees and Charges for Services

Page 2

Category	Code Sec.	Topic	Current Fee	Description	
Engineering	70-321	Moving snow from private property <u>onto</u> street <u>or sidewalk</u> .	\$200 <u>or</u> actual cost, whichever is higher	Charge for services to Penalty for owner or actual person who moved snow in violation of Ordinance	
	70-322	Planting in Public Space	\$ 200.00	Charge for services to Penalty for owner or actual person who planted in violation of Ordinance	
		ROW PERMITS:			
		ROW Excavation (Major)	\$500 + \$0.30	\$500 + \$0.30 per LF for Trench Installations	
		ROW Excavation (Minor)	\$ 350.00	Flat rate	
		Driveway Connection to City ROW	\$ 250.00	Permit	
		Sidewalk or Street Closure	\$ 150.00	Permit	
		ZONING SERVICES:			
		Borough Action Appeals	\$ 75.00	Hour (one hr min)	
		Replat, four or fewer lots	\$ 150.00		
		Replat, subdivision, more than four lots.	\$ 250.00		
		Quick Plats	\$ 150.00		
		STORM WATER:			
		Stormwater Treatment/Connection/Discharge Plan Review	\$ 300.00	Includes engineering plan review, developer meeting, and site inspection.	
		Cooling Water Discharge & Connection to Storm Drain System Permit	\$ 500.00	Annual Fee	
		Erosion and Sediment Control Plan Review	\$ 150.00	10,000 sq.ft. to 1 acre	
		SWPPP Plan Review	\$ 300.00		
		SWPPP Site Inspection	\$ 150.00		
		Plat & Map copies	\$ 6.00	Per copy	
		11 x 17 copies	\$ 2.00	Per copy	
		8.5 x 11 copies	\$ 1.00	First page; \$0.25 per page thereafter	
		Miscellaneous Services	\$ 75.00	Per hour	
	Planimetric/Aerial Photograph CD.	\$ 300.00			
	CD Preparation	\$ 25.00	Per disk if no research time required.		
	Developer's Agreement	Actual cost	TBD based on meetings with City Engineer		

Introduced by: Mayor Jim Matherly
Introduced: September 25, 2017

RESOLUTION NO. 4809

**A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO
ACCEPT FUNDS FROM THE ALASKA HIGHWAY SAFETY OFFICE
FOR FFY2018 DUI TRAFFIC ENFORCEMENT UNIT**

WHEREAS, the City of Fairbanks has been notified by the Alaska Highway Safety Office that the City of Fairbanks was awarded \$137,755 to address specific traffic safety priority areas; and

WHEREAS, the City of Fairbanks was awarded funds for local law enforcement, particularly in the apprehension of DUI offenders; and

WHEREAS, the City of Fairbanks received positive citizen feedback regarding continued traffic enforcement, and this program is highly regarded by the Alaska Highway Safety Office due to reductions in fatal crashes in the Fairbanks area; and

WHEREAS, the City of Fairbanks is required to provide a match in the amount of \$137,755 and plans to provide the required match through in-kind personnel costs.

NOW, THEREFORE, BE IT RESOLVED by the City Council that the Mayor or his designee is authorized to execute any and all documents required for accepting funds on behalf of the City for this grant.

PASSED and APPROVED this 25th Day of September 2017.

Jim Matherly, City Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 4809

Abbreviated Title: ALASKA HIGHWAY SAFETY OFFICE FFY2018 DUI TRAFFIC UNIT ACCEPTANCE

Department(s): POLICE DEPARTMENT

Does the adoption of this ordinance or resolution authorize:

1) additional costs beyond the current adopted budget? Yes _____ No X

2) additional support or maintenance costs? Yes _____ No X

If yes, what is the estimate? see below

3) additional positions beyond the current adopted budget? Yes _____ No X

If yes, how many positions? _____

If yes, type of positions? _____ (F - Full Time, P - Part Time, T - Temporary)

II. FINANCIAL DETAIL:

PROJECTS:	Equipment	Contracts	Personnel	Total
Personnel Wages & Benefits (Traffic Unit Officer - Grant)			\$137,755	\$137,755
Personnel Wages & Benefits (Traffic Unit Supervisor)			\$137,755	\$137,755
				\$0
				\$0
				\$0
				\$0
TOTAL	\$0	\$0	\$275,510	\$275,510

FUNDING SOURCE:	Equipment	Contracts	Personnel	Total
Alaska Highway Safety Office Grant (Federal Funds)			\$137,755	\$137,755
Police Department General Funds			\$137,755	\$137,755
				\$0
TOTAL	\$0	\$0	\$275,510	\$275,510

The City will use in-kind personnel costs to meet the match requirements for this grant.

Reviewed by Finance Department: Initial cp Date 9/19/2017

Introduced by: Mayor Jim Matherly
Introduced: September 25, 2017

RESOLUTION NO. 4810

**A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO
ACCEPT FUNDS FROM THE ALASKA DIVISION OF HOMELAND
SECURITY FOR THE FFY2017 EMERGENCY MANAGEMENT
PERFORMANCE GRANT**

WHEREAS, the City of Fairbanks received notification from the Alaska Division of Homeland Security and Emergency Management that the City of Fairbanks was awarded Emergency Management Performance Grant (EMPG) funds to enhance response capabilities; and

WHEREAS, the City of Fairbanks will use funds to enhance emergency planning and operations; and

WHEREAS, the City of Fairbanks was awarded \$12,000, and a required match of \$12,000 will be provided through in-kind personnel costs.

NOW, THEREFORE, BE IT RESOLVED by the City Council that the Mayor or his designee is authorized to execute any and all documents required for accepting funds on behalf of the City for this grant.

PASSED and APPROVED this 25th Day of September 2017.

Jim Matherly, City Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 4810

Abbreviated Title: FFY2017 EMERGENCY MANAGEMENT PERFORMANCE GRANT ACCEPTANCE

Department(s): FIRE DEPARTMENT

Does the adoption of this ordinance or resolution authorize:

1) additional costs beyond the current adopted budget? Yes _____ No X

2) additional support or maintenance costs? Yes _____ No X

If yes, what is the estimate? see below

3) additional positions beyond the current adopted budget? Yes _____ No X

If yes, how many positions? _____

If yes, type of positions? _____ (F - Full Time, P - Part Time, T - Temporary)

II. FINANCIAL DETAIL:

PROJECTS:	Equipment	Contracts	Personnel	Total
Personnel Wages & Benefits			\$24,000	\$24,000
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL	\$0	\$0	\$24,000	\$24,000

FUNDING SOURCE:	Equipment	Contracts	Personnel	Total
Alaska Department of Homeland Security (Federal Funds)			\$12,000	\$12,000
Fire Department General Funds (Budgeted)			\$12,000	\$12,000
				\$0
TOTAL	\$0	\$0	\$24,000	\$24,000

The City does not anticipate additional costs associated with this project. This grant provides funds which offset cost of hours spent on emergency planning and operations. The \$12,000 match will come from in-kind personnel costs.

Reviewed by Finance Department: Initial cp Date 9/19/2017

Introduced by: Mayor Jim Matherly
Introduced: September 25, 2017

RESOLUTION NO. 4811

A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO ACCEPT FUNDS FROM THE ALASKA DIVISION OF HOMELAND SECURITY FOR THE FFY2017 STATE HOMELAND SECURITY PROGRAM

WHEREAS, the City of Fairbanks has been notified by the Alaska Division of Homeland Security and Emergency Management that the City of Fairbanks was awarded State Homeland Security Program (SHSP) funds to enhance resilience, absorb disruptions, and recover from incidents, both man-made and natural; and

WHEREAS, the City of Fairbanks was awarded \$135,000 to purchase mobile (vehicle) radios, \$69,020 to purchase extrication equipment, \$62,500 to purchase and install security devices at fire stations, \$6,000 for an area-wide earthquake exercise, \$14,000 for Supervising Patrol Critical Incidents Training, and \$10,650 for 2019 Alaska Shield Exercise Travel; and

WHEREAS, the City of Fairbanks is not required to provide a match.

NOW, THEREFORE, BE IT RESOLVED by the City Council that the Mayor or his designee is authorized to execute any and all documents required for accepting funds on behalf of the City for this grant.

PASSED and APPROVED this 25th Day of September 2017.

Jim Matherly, City Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 4811

Abbreviated Title: FFY2017 HOMELAND SECURITY GRANT PROGRAM APPLICATION ACCEPTANCE

Department(s): FIRE & POLICE DEPARTMENTS

Does the adoption of this ordinance or resolution authorize:

1) additional costs beyond the current adopted budget? Yes _____ No X

2) additional support or maintenance costs? Yes _____ No X

If yes, what is the estimate? see below

3) additional positions beyond the current adopted budget? Yes _____ No X

If yes, how many positions? _____

If yes, type of positions? _____ (F - Full Time, P - Part Time, T - Temporary)

II. FINANCIAL DETAIL:

PROJECTS:	Equipment	Contracts	Personnel	Total
Land Mobile System Vehicle Mobile Radios (Police)	\$135,000			\$135,000
Extrication Tools (Fire)	\$69,020			\$69,020
Security Access Upgrade (Fire)	\$62,500			\$62,500
Area-Wide Earthquake Full Scale Exercise (Fire & Police)			\$6,000	\$6,000
Supervising Patrol Critical Incidents Training (Police)		\$14,000		\$14,000
Alaska Shield 2019 Exercise - Travel		\$10,650		\$10,650
TOTAL	\$266,520	\$24,650	\$6,000	\$297,170

FUNDING SOURCE:	Equipment	Contracts	Personnel	Total
Alaska Department of Homeland Security (Federal Funds)	\$266,520	\$24,650	\$6,000	\$297,170
				\$0
				\$0
TOTAL	\$266,520	\$24,650	\$6,000	\$297,170

The City of Fairbanks estimates that maintenance costs associated with the radios will decrease due to removal of old equipment. The maintenance costs for the Extrication Tools should remain the same as this is a replacement of old equipment not additional equipment. These costs will be absorbed through the general fund. The maintenance costs for the Security Upgrades have not been determined, but will be absorbed through the general fund budget.

Reviewed by Finance Department: Initial cp Date 9/19/2017

ORDINANCE NO. 6062

**AN ORDINANCE AMENDING FAIRBANKS GENERAL
CODE SEC. 2-119 ORDER OF BUSINESS; SEC. 2-121
SPEAKING, RECOGNITION; AND SEC. 2-122 VOTING**

WHEREAS, FGC Sec. 2-119 relating to the order of business for City Council meetings has been amended from time to time; and

WHEREAS, the current order, which places citizens' comments and council members' comments at opposite ends of the agenda, has at times proven to hinder the flow of information between the council and citizens attending the meeting; and

WHEREAS, the official business of council and citizens in attendance to testify regarding that business should be given priority; and

WHEREAS, the language of FGC Sec. 2-121 and 2-122 need to be updated.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, as follows:

Section 1. That FGC Sec. 2-119, Order of business; citizens addressing city council is hereby amended as follows [new text in **underlined bold** font; deleted text in ~~strikethrough~~ font]:

Sec. 2-119. Order of business; citizens addressing city council.

(a) At every regular meeting of the city council, the order of business shall be as follows:

- (1) Roll call.
- (2) Invocation.
- (3) Flag salutation.
- (4) Ceremonial matters (proclamations, introductions, recognitions, and awards)**
- ~~(54)~~ Citizens' comments **on consent agenda items**, oral communication to the city council on any item not up for public hearing (unscheduled; testimony limited to five minutes per topic) **(testimony limited to five minutes)**.
- ~~(65)~~ Approval of agenda and consent agenda. (Approval of consent agenda passes all routine items indicated by asterisk (*) on the agenda. Consent agenda items are not considered separately unless

a councilmember so requests. In the event of such request, the item is returned to the general agenda).

- (76) Approval of minutes of previous meetings.
- (87) Special orders ~~(testimony limited to five minutes).~~
- (98) Mayor's comments and report.
- (109) Unfinished business ~~(testimony limited to five minutes).~~
- (1140) New business.
- (1244) Discussion items (information and reports).
- (1342) Written communication to the city council.
- (14) Citizens' comments, oral communications to the city council on any item not up for public hearing (unscheduled; testimony limited to five minutes).**
- (153) Council members' comments.
- (164) City clerk's report.
- (175) City attorney's report.
- (18) Executive Session (if necessary)**
- (196) Adjournment.

(b) Any person who desires to raise any matter not on the agenda shall be heard under citizens' comments, **oral communications to the city council on any item not up for public hearing** ~~oral communications to city council on nonagenda items or councilmember comments.~~ Any councilmember who desires to raise any matter not on the agenda shall be heard under ~~citizens' comments, oral communications to the city council on nonagenda items or council members'~~ **citizens' comments, oral communications to the city council on nonagenda items or council members'** comments. ~~After such a matter has been raised and fully presented no further debate or action shall be taken by the city council except by unanimous consent, but the matter may be referred or may be ordered placed on the agenda for a future conference session, special or regular city council meeting.~~

(c) Any person may raise any matter by a written communication to the city council **through the city clerk. If a council member deems the matter an appropriate agenda item, they may request that the item,** ~~which matter shall be placed on the agenda for the next city council meeting for which the agenda has not been closed.~~ Any councilmember may raise any matter by requesting the city clerk to place such matter on the agenda for the next city council meeting for which the agenda has not been closed.

(d) Any subject may, by motion of the city council or direction of the mayor, be made a special order of business for a future day or a future time; and when the time fixed for its consideration arrives, the **mayor** ~~presiding officer~~ shall lay it before the city council.

(e) Persons not members of the city council may be permitted to address the city council by leave of the ~~mayor presiding officer~~ or of the city council at any time on any matter before the city council ~~at public hearings~~.

(f) The rules of section 2-120 and section 2-121 shall be applicable to persons addressing the city council.

(g) ~~Prior to any public hearing held by the city council, the~~The mayor ~~presiding officer~~ or any council member may request a staff report **at any time** regarding the ~~subject of the public hearing~~ at which time staff will provide information on the topic and respond to questions posed by councilmembers.

Section 2. That FGC Sec. 2-121, Speaking; recognition; germane; interruption; limitation, is hereby amended as follows [new text in **underlined bold** font; deleted text in ~~striketrough~~ font]:

Sec. 2-121. Speaking; recognition; ~~germane~~**germaine**; interruption; limitation.

(a) A member ~~about to speak shall respectfully address the chair, and shall not~~ commence to speak until recognized by the ~~mayor presiding officer~~. When two or more members request to speak at the same time, the ~~mayor presiding officer~~ shall determine which one is recognized.

(b) ~~Every member while~~**While** speaking, ~~members~~ shall confine ~~themselves~~ **themselves** ~~himself~~ to the subject under debate, shall refrain from personalities, and shall not refer to any other member of the city council except in a respectful manner.

(c) Unless a member who has the floor yields for that purpose, no member shall interrupt another while speaking, except to propound a parliamentary inquiry or make a point of order.

(d) No member shall speak more than twice or for more than ten minutes continuously to any one question, except that one or more additional periods of ten minutes may be granted by unanimous consent. The reading of papers desired by any member shall be read by ~~the member himself~~ **the member** ~~himself~~ or by the city clerk within the member's time limitation unless permission for the city clerk to read such paper outside the time limitation is unanimously granted.

Section 3. That FGC Sec. 2-122, Voting, is hereby amended as follows [new text in **underlined bold** font; deleted text in ~~striketrough~~ font]:

Sec. 2-122. Voting.

(a) The ~~mayor presiding officer~~ shall declare all votes; but if any member doubts a vote, the ~~mayor presiding officer~~, without further debate upon the question, shall

request the members voting in the affirmative and negative respectively to so indicate, and ~~he~~ shall declare the result.

(b) In all meetings of the city council, the vote shall be taken by yeas and nays on the passage of all ordinances, resolutions and authorizations for the payment of money, and on the passage of any motion when called for by any member of the city council; and such yea and nay votes of each member shall be permanently entered on the record of the proceedings of the city council by the city clerk. Other votes may be by voice or show of hands.

(c) Every member who shall be present when a question is put, where ~~he~~ is not disqualified by personal interest, shall vote, unless the city council for special reason excuses **the member** ~~him~~. Applications to be so excused may be made before the vote, and shall be decided without debate.

(d) Anything to the contrary in this division notwithstanding, in all cases where an extraordinary majority is not required, and when no motion is before the city council, the **mayor** ~~chairman~~ may, in lieu of calling for or awaiting a motion to be made, put the question in the following form: "Without objection, it will be so ordered." If no objection is heard, **the mayor** ~~he~~ shall announce: "It is so ordered," which will have the same effect as if a motion to that effect had been made and voted upon favorably. If a single objection is reasonably expressed when the question is put, the **mayor** ~~chairman~~ shall not proceed further under this rule, but instead shall call for a motion, which motion shall be handled in the regular manner.

Section 4. That the effective date of this Ordinance is October ____, 2017.

JIM MATHERLY, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

**FAIRBANKS NORTH STAR BOROUGH/CITY OF FAIRBANKS
CHENA RIVERFRONT COMMISSION**

**MINUTES
July 12, 2017**

A regular meeting of the Fairbanks North Star Borough/City of Fairbanks Chena Riverfront Commission was held in the Ester Conference Room, Juanita Helms Administration Center, 907 Terminal Street, Fairbanks, Alaska. The meeting was called to order at 12:03 p.m. by Ian Olson, Chairperson.

MEMBERS PRESENT: Ben Jaffa Julie Jones
 Ian Olson Lee Wood
 Anna Plager

MEMBERS ABSENT: Bob Henszey Kelley Hegarty Lammers
 Carrie McEnteer Susan Rainey
 Gordon Schlosser Buki Wright

OTHERS PRESENT: Andrew Ackerman, City of Fairbanks
 Joe Kemp, DOT&PF
 Nancy Durham, FNSB Floodplain Administrator
 Brittany Smart, FNSB Mayor's Office
 Kellen Spillman, FNSB CP Deputy Director
 Brian Charlton, FNSB Parks & Recreation
 Ann Worhatch, FNSB Public Works
 Laura McLean, FNSB Recording Clerk
 Nicole Nordstrand, FNSB Recording Clerk

A. ROLL CALL

Mr. Olson declared the lack of a quorum and indicated that the meeting would proceed for discussion purposes only with no action being taken.

B. * APPROVAL OF AGENDA AND CONSENT AGENDA

Approval of Consent Agenda passes all routine items indicated by asterisk (*) on agenda. Consent Agenda items are not considered separately unless any Commission member or citizen so requests. In the event of such request, the item is returned to the general agenda.

C. MINUTES

1. *Minutes from June 14, 2017 meeting.

Ms. Plager commented she liked the new format of the meeting minutes being simple and straightforward without trying to capture every word exchange.

D. COMMUNICATIONS TO THE COMMISSION

Mr. Spillman introduced Nicole Nordstrand as a new Administrative Assistant in the Community Planning Department and announced she will be the new Clerk for the Chena Riverfront Commission.

E. NEW BUSINESS

1. Recommendation on Ordinance 2017-46; Responsibilities of the Chena Riverfront Commission

Mr. Spillman introduced Ordinance No. 2017-46 to the Commission and provided a line-by-line explanation of the ordinance; describing the development of the whereas clauses, noted responsibilities and processes, and provided examples of how the changes impact the Commission's role in future projects involving the Chena River.

Ms. Wood questioned whether the ordinance would change the existing process. **Mr. Spillman** clarified that the Rule 16 process will essentially remain the same, but have to be rewritten for quasi-judicial matters.

Mr. Spillman resumed his presentation of the ordinance. Discussion followed about various clauses in the ordinance and their intended purpose. **Mr. Spillman** offered clarification on interpretation and drew attention to FNSBC 4.32.070.

Ms. Plager expressed concern on the application process and the lack of the Commissions ability to meet with the applicant before making decisions. **Mr. Spillman** explained the constraints on the application process from Community Planning's perspective and indicated that an official process could be developed in the Chena Riverfront Commission Rules.

Mr. Spillman communicated that the deadline to the Assembly for recommendation by this Commission is July 19, 2017, and since a quorum does not exist for this Commission to take action, any Commissioners may appear before the Planning Commission and testify as an individual. Discussion ensued about the process of forwarding the ordinance, the lack of quorum, and what action could be taken or not taken.

Ms. Wood noted her objection to including the rezone of Ice Alaska in the "Whereas Clauses", and requested that it be removed. **Mr. Jaffa** noted he does not necessarily see that just because the Commission's recommendations were not followed, correlates to the Commissions role not being important and feels it does not necessarily need to be struck. Further discussion ensued about not including an example in the clause and historical matters appearing before the Assembly and the influential role of the Commission.

It was determined that if someone feels strongly on the ordinance, anyone may appear before the Planning Commission and give testimony as an individual.

2. Subcommittees and the Open Meetings Act

Mr. Spillman directed attention to the memorandum from the Borough Attorney concerning what constitutes a subcommittee and public notification of meetings. He further drew attention to the examples set forth in the memorandum from Jill Dolan.

Discussion ensued about examples on the number of people present at various types of meetings, what authorities are given or recommendations sought, and whether or not official public notice must be given.

Reference Ordinance No. 2017-46 Item 1 above – **Ms. Jones** reported that she just received a phone call from the City of Fairbanks' Council Clerk reporting that the City Council heard the matter of the Chena Riverfront Commission Ordinance and while some Councilmembers had questions, Ms. Smart was present and answered the questions.

3. Potential Field Trip in August

Mr. Olson reported he had explored with Ms. McEnteer using Fort Wainwright equipment to have a river trip, which isn't possible. Ms. McEnteer did invite the Commission to do a streambank restoration project review field trip. The majority of Commissioners present expressed interest for a field trip.

Discussion ensued about the logistics and it was agreed that the Community Planning Department would make the necessary arrangements and handle the public notice and accommodations.

4. DOT project on Airport Way West Update

Mr. Kemp indicated that there have been very little changes and no new updates, that the design phase is still being worked. He indicated he would talk to Carl Heim about coming to the September meeting to provide an overall project overview with a visual presentation.

Mr. Ackerman indicated discussions occurring on options of long-term potential landscaping.

5. Presentation on Ruth Burnett Fish Hatchery

As **Mr. Olson** noted earlier, this matter is moved to the October 11, 2017 meeting.

F. OLD BUSINESS

1. Review of CRFC Project List

Mr. Olson communicated that there will be a standing item on the project list for tracking purposes, further discussion, etc.

2. Potential January Meeting – Lee Wood

Mr. Olson reported that traditionally there has not been a meeting held in January, but given potential need for action, it might be necessary to hold a meeting in January.

Ms. Wood reported that with the 24-day response in the new ordinance, it could create problems not holding a meeting in January.

Mr. Spillman commented that nothing in the rules precludes a January meeting from being held or scheduled and canceled if later not needed.

3. Update on DOT Project on University Avenue at Chena River Bridge

Mr. Jaffa reported on his and Ms. Schlosser's meeting with DOT & PF, the City of Fairbanks, and FNSB concerning the bank stabilization, potential sale of the property, and the reseeded or other ideas concerning the parcel of property on University Avenue at Chena River Bridge.

Discussion ensued about the potential sale of the adjacent property, future involvement of the Commission with any potential new owner, and how it gets developed. **Mr. Spillman** advised that if the property is sold to a private owner, the Planning Commission and Assembly could set conditions of a waterway setback if the Commission wishes to make that recommendation. **Ms. Plager** announced she will do some research on the potential sale/development and report back in September.

G. EXCUSE ABSENT MEMBERS

Mr. Olson communicated during roll call that Mr. Schlosser's, Mr. Wright's, and Mr. Henszey's absences were excused.

H. STAFF AND LIAISON COMMENTS

Ms. Durham announced that on August 15th at 6:00 p.m. a Commemoration of the 50th Annual 1967 Flood will be held in Golden Heart Plaza.

Mr. Spillman communicated that his department is committed to helping the Commission do its business, and if a special meeting is necessary, per the new interpretation on the Open Meetings Act, the Department will do what is necessary to advertise.

Ms. Worhatch spoke, but her comments were inaudible.

Mr. Charlton reported on his first meeting of the Green Infrastructure Group.

I. COMMISSIONER'S COMMENTS

Ms. Plager thanked Mr. Spillman for his support, and Mr. Jaffa and Mr. Schlosser for meeting with DOT.

Ms. Jones dittoed Ms. Plager's remarks and also mentioned that the Flood of 1967 was instrumental in getting legislation for flood insurance nationwide.

Ms. Plager welcomed Ms. Nordstand and thanked Ms. McLean for her service to the Commission.

J. AGENDA SETTING FOR SEPTEMBER 13, 2017 MEETING

1. Presentation by Carl Heim on Airport Way West DOT project.
2. Update from Ms. Plager on University Avenue at Chena River Bridge.
3. Potential Modification of Chena Riverfront Commission Rule 16.

Ms. Plager suggested inviting Mayor Kassel to the September meeting on the adoption of Ordinance Rule 2017-46.

Mr. Spillman suggested inviting Lauren Little from DOT concerning the University Avenue at Chena River Bridge project.

K. ADJOURNMENT

There being no further business, the meeting was adjourned at 1:37 p.m.

BUILDING DEPARTMENT

PHONE 459-6723

FAX 459-6719

June 20th 2017

Board of Plumbing Examiners

Minutes

Meeting location and time: Council Chambers, 800 Cushman St., 12:00pm

Agenda:

Review recent examination results covering Ordinances 5830, 5837 and 5838 as adopted by the Fairbanks City Council.

Members Present:

Mike Desmond, Sean Randle, Mike Davis, Dan Portwine and Craig Hogenson

Meeting convened at 12:00 with the reading of the minutes of the prior meeting. A call to accept the minutes was made. Minutes were accepted as read. A discussion over the recent test results and review and scoring was made. A letter to the test candidate(s) will be sent by Board Chairman Mike Desmond.

Motion to adjourn was seconded. Meeting ended 1:00pm.

Chairman,

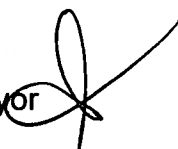


Mike Desmond

City of Fairbanks



MEMORANDUM

To: City Council Members
From: Jim Matherly, City Mayor 
Subj: Request for Concurrence – Board of Plumber Examiners
Date: September 21, 2017

The terms of Seat A and Seat D on the Board of Plumber Examiners expired on June 30, 2017.

The incumbents, Mike Desmond and Dan Portwine, wish to remain on the Board. I hereby request your concurrence to the following **re-appointments**:

Mr. Mike Desmond, Seat A – Term to Expire: June 30, 2020

Mr. Dan Portwine, Seat D – Term to Expire: June 30, 2020

The applications of each candidate are attached.


Thank you.

dds/



BOARD OF PLUMBER EXAMINERS

BOARD DETAILS



OVERVIEW

- SIZE** 6 Seats
- TERM LENGTH** 3 Years
- TERM LIMIT** N/A

The Board of Plumber Examiners is empowered to perform the duties as prescribed in Sections 2-306 through 2-309, as well as Sections 14-291 through 14-301 of the Fairbanks General Code (FGC).



DETAILS

BOARD/COMMISSION CHARACTERISTICS

The Board of Plumber Examiners shall consist of five members, at least three members of the board shall be residents of the City, each member shall serve a three-year term. The members shall be appointed by the Mayor, subject to confirmation by the City Council. The chairman shall be elected by the Board of Examiners subject to approval by the City Council, and shall serve in this capacity for one year. The City Building Official shall be a non-voting, ex officio member of the board and shall act as secretary.

MEETINGS

The Board of Plumber Examiners shall meet at least once each quarter and all meetings shall be open to the public. The chairman in his discretion is authorized to call special meetings, or a majority of the members may require a special meeting to be called. A majority of the board shall constitute a quorum for the transaction of business, and three affirmative votes shall be necessary to carry any question. Permanent records, or minutes, shall be kept. The minutes shall promptly be filed in the Office of the City Clerk and shall be open to inspection by any person.

[Meeting Minutes](#)

ENACTING LEGISLATION

FGC 2-306 through 2-309

ENACTING LEGISLATION WEBSITE

<http://bit.ly/1sG9Rfd>

JOINT COMMISSION DETAILS

N/A

EMAIL THE COMMISSION MEMBERS

boardofplumberexaminers@fairbanks.us

Profile

Mike
First Name

Desmond
Last Name

[Redacted]
Email Address

[Redacted]
Street Address

[Redacted]
Suite or Apt

Fairbanks
City

AK
State

[Redacted]
Postal Code

Mailing Address

[Redacted]

Are you a City of Fairbanks resident? *

[Redacted]
Primary Phone

[Redacted]
Alternate Phone

Western Mechanical, Inc.
Employer

President
Job Title

Which Boards would you like to apply for?

Board of Plumber Examiners: On Agenda

Interests and Experiences

Why are you interested in serving on a City board or commission? What experiences can you contribute to the benefit of the board or commission?

Please provide a brief personal biography in the space below, or attach a resume.

Upload a Resume

List any professional licenses or training you believe are relevant to the seat you are applying for.

Profile

Dan
First Name

Portwine
Last Name

[Redacted]
Email Address

[Redacted]
Street Address

[Redacted]
Suite or Apt

Fairbanks
City

AK
State

[Redacted]
Postal Code

Mailing Address

[Redacted]

Are you a City of Fairbanks resident? *

[Redacted]
Primary Phone

[Redacted]
Alternate Phone

Portwine Plumbing & Heating
Employer

President
Job Title

Which Boards would you like to apply for?

Board of Plumber Examiners: On Agenda

Interests and Experiences

Why are you interested in serving on a City board or commission? What experiences can you contribute to the benefit of the board or commission?

Please provide a brief personal biography in the space below, or attach a resume.

Upload a Resume


List any professional licenses or training you believe are relevant to the seat you are applying for.

MEMORANDUM

City Clerk's Office

D. Danyielle Snider, CMC, City Clerk

TO: Mayor Jim Matherly
City Council Members

FROM: D. Danyielle Snider, City Clerk 

SUBJECT: Election Judges for the 2017 Municipal Election

DATE: September 18, 2017

The following list of Election Judges for the 2017 Municipal Election is submitted for your approval. Please note that circumstances may arise that require changes to be made.

AURORA

Jonna Weed, Chair
Joyce Wallbaum, Co-Chair
Susan Davis
Rayna Hamm

FAIRBANKS #4

Anna Nelson, Chair
Patricia Murphy (part day)
Julie Conover
Ian Nelson
Judy Romans

FAIRBANKS #1

Michael Grahek, Chair
James P. Doogan, Jr., Co-Chair
Marilyn Wenzlick
Marilyn Russell
Janet Lee Kelly

FAIRBANKS #5

Lynn Slusher, Chair
Dixie Shawcroft (part day)
Karen Milne
Connie Moore (part day)
Clark Milne (part day)
Steve Sparrow (part day)
Helen Howard (relief worker)

FAIRBANKS #2

Donna Hummel, Chair
Diane Christianson
Susan Miller

FAIRBANKS #6

John Hanchett, Chair
Shirley Hanchett, Co-Chair
Margaret Berkinbuel
Patricia (Jackie) Mitchell

FAIRBANKS #3

Allyn Yanish, Chair
Susan Yanish, Co-Chair
Judith (Jodi) Mae Gouwens
Kathryn McDougall (part day)
Marilyn Nigro
Frank Yanish (part day)
Yvette Thompson (part day)

FAIRBANKS #7

Rita Davis, Chair
Lawrence Butler, Co-Chair
Alene Porche
Lee Earl
Stanislaus (Staci) Butler
April Sinclair (part day)

Please Note: There may be additions or changes to Election Judges.

FAIRBANKS #8

Nancy Dreydoppel, Chair
Barbara Nore
Dwight Morris
Lindsey Dreydoppel (part day)
Linden Staciokas
Ted Sponsel

FAIRBANKS #10

Melissa Head, Chair
Deborah Lord, Co-Chair
Carrie McEnteer (part day)
Katie Everson (part day)
Jolee Giuschici (part day)

FAIRBANKS #9

Nelda Benson-Nixon, Chair
Marian Jeanne Yoder (part day)
Richard Reem (part day)
Bonnie Majak (part day)
Carol (Bonnie) Reem (part day)
Mickey (Mildred) Sanders (part day)
Linda Stephenson (part day)
Carolyne Wallace (part day)
Susan Holder (part day)
Marlene Huerta (relief worker)

FT WAINWRIGHT

Carol Gaffan, Chair
Maria Sutherland (part day)
Mary Rafter
Susan Jones
Kersharra Jones-Davis (part day)

CANVASS BOARD

Nancy Dreydoppel, Chair
Deanna Morris
Marjorie Casort
Linda Gregory
Bev Higdon

Please Note: There may be additions or changes to Election Judges.