



FAIRBANKS CITY COUNCIL  
AGENDA NO. 2017-17  
**REGULAR MEETING SEPTEMBER 11, 2017**  
FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA

*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  

\*a) Regular Meeting Minutes of July 10, 2017

7. SPECIAL ORDERS

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

Lic. #	DBA	License Type	Licensee	Premises Address
10869	Grass Station 49	Retail Marijuana Store	The Grass Station, LLC	1326 Cushman Street
10278	GoodSinse, LLC	Retail Marijuana Store	GoodSinse, LLC	2604 Davis Road
10279	GoodSinse, LLC	Standard Marijuana Cultivation Facility	GoodSinse, LLC	2604 Davis Road

- 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 #12325  
DBA: Good, LLC  
Licensee/Applicant: Good, LLC  
Physical Location: 356 Old Steese Hwy, Fairbanks, Alaska

8. MAYOR'S COMMENTS AND REPORT

9. UNFINISHED BUSINESS

10. NEW 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.
- \*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.

11. DISCUSSION ITEMS (INFORMATION AND REPORT)

- a) Committee Reports

12. COMMUNICATIONS TO COUNCIL

- a) Recommendation for Appointment to the FNSB Planning Commission (POSTPONED from Regular Meeting of August 21, 2017; motion to APPROVE was made by Mr. Pruhs, seconded by Ms. Huntington)
- \*b) Memo Regarding Change Order for Bjerremark Subdivision Improvement Project

13. COUNCIL MEMBERS' COMMENTS

14. CITY CLERK'S REPORT

15. CITY ATTORNEY'S REPORT

16. EXECUTIVE SESSION

17. ADJOURNMENT

DRAFT



FAIRBANKS CITY COUNCIL  
REGULAR MEETING MINUTES, JULY 10, 2017  
FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA

---

The City Council convened at 7:00 p.m. on the above date to conduct a Regular Meeting of the Fairbanks City Council at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Mayor Jim Matherly presiding and with the following Council Members in attendance:

Council Members Present: Joy Huntington, Seat A  
June Rogers, Seat B  
Valerie Therrien, Seat C  
Jerry Cleworth, Seat E  
David Pruhs, Seat F

Absent: Vacant, Seat D (Council Member Jerry Norum resigned from Seat D earlier the same day)

Also Present: Paul Ewers, City Attorney  
D. Danyielle Snider, City Clerk  
Jeff Jacobson, Public Works Director  
Mike Meeks, Chief of Staff  
Carmen Randle, Chief Financial Officer  
Angela Foster-Snow, HR Director  
Pat Smith, Development Manager  
Eric Jewkes, Police Chief  
Jim Styers, Fire Chief  
Ron Templeton, Deputy Fire Chief  
Jennifer Meyer, Engineer II  
Jeff Whipple, Engineer II  
Tim Zinza, Engineer III  
Jacob Rahlfs, Engineer II  
Donna Gardino, MPO Coordinator  
Bill Rogers, Engineer II

At Mayor Matherly's request, City Clerk Danyielle Snider read aloud the Mission Statement of the City of Fairbanks.

**INVOCATION**

The Invocation was given by City Clerk Danyielle Snider.

**FLAG SALUTATION**

**Mayor Matherly** led the Flag Salutation.

## CITIZEN'S COMMENTS

Selina Fountain, 1115 Cloverleaf Drive, North Pole – Ms. Fountain stated that she is a parent of a child involved with the North Star All Stars Cheer Team. She stated the team is fundraising because they have been invited to represent the community in the 91st Annual Macy's Thanksgiving Day Parade. Team member Mackenzie introduced fellow team members. She asked for fundraising ideas and listed fundraisers the team is currently working on. Ms. Fountain provided contact information for the group.

**Mr. Pruhs** asked about the team's practice schedule. Mackenzie stated that practice is every Monday from 5:00 p.m. until 7:00 p.m. and Friday from 7:00 p. m. until 9:00 p.m.

Donna Gardino, P.O. Box 85056, Fairbanks – Ms. Gardino spoke about the hostile behavior of the City administration toward an IBEW member; she stated he was forced to resign from the IBEW negotiating team to avoid disciplinary action, including possible termination. She stated the administration threatened an entire department with an investigation which may have led to reprimands. Ms. Gardino stated the union was recently faced with legal action from the City administration; she stated she is shaken by the administration's tactics. She stated the member she refers to is a department head, and she argued that management should be allowed at the negotiating table on the union side. She stated there are two managers on the City's negotiating team, and she believes it is unfair bargaining to disallow IBEW managers on the union's team. She stated that morale is at an all-time low, and she spoke to the need for trust and respect.

**Mr. Pruhs** asked Ms. Gardino if she was an employee of the City of Fairbanks. Ms. Gardino stated she is technically an employee of the City because the City of Fairbanks writes her paychecks and is then reimbursed by the State. **Mr. Pruhs** stated that under normal circumstances, these types of issues are not discussed in public. Ms. Gardino stated that she brought the issue to the Mayor first. She stated that the lack of trust and respect for the employees is the reason why morale is so low. **Mr. Pruhs** asked if the IBEW removed the member from the negotiating team twice; Ms. Gardino replied affirmatively and stated that the action was taken upon threats by the City administration.

**Ms. Rogers** asked Ms. Gardino for a copy of her testimony notes; Ms. Gardino stated she would provide a copy to Council members.

Wolfgang Falke, 918 7th Avenue, Fairbanks – Mr. Falke stated he came to the meeting to give a big thank you to Fairbanks' finest and to the State Troopers. He stated his truck was stolen and that the police were very helpful in recovering it. He stated the thief used a drill to break the lock and a screwdriver to start the vehicle and, unfortunately, escaped. Mr. Falke spoke in favor of the City maintaining a good credit rating and against spending money it does not have. He spoke against raising property taxes; he stated that an increase may chase him out of town. He stated the Fire Department could be cut back in order to hire more police officers. He brandished a knife he uses for protection because the thief who stole his truck is still at large.

Tom Gross, 2440 Livingston Loop, Fairbanks – Mr. Gross reported he visited Fairbanks' Sister city Fanano, Italy with his singing group. He spoke of the activities of his trip and presented Mayor Matherly with a flag and statue to display in City Hall sent by the Mayor of Fanano.

**Mayor Matherly** thanked Mr. Gross for representing Fairbanks, Alaska on his trip to Fanano.

Jeff Whipple, 441 Keeling Road, Fairbanks – Mr. Whipple spoke to the recent issues between the City and the IBEW negotiation team and to the negativity it has generated. He spoke to the threats that have been lodged against City Engineer Jackson Fox and called it blackmail. He stated the Mayor met with the Engineering Department and said everything was fine and that nobody would be losing their jobs; he stated the Mayor did not honor his word. Mr. Whipple stated he thought the Mayor was sincere in his intentions to raise employee morale, and he spoke to the problems low morale creates. He presented the Council with a handout listing all the projects the Engineering Department is involved in. He stated a significant function of the Department is acquiring grant money for City projects. He stated the minimal CPI increases to employee wages do not cover the increases to healthcare costs. Mr. Whipple stated if the City gets to pick and choose who is on the IBEW negotiating team, the IBEW should be allowed to pick who is on the City's team. He commented that Mr. Fox is an outstanding leader, and he encouraged the Council to provide direction to its negotiation team in support of employees.

**Mr. Pruhs** stated that at Denise Kendrick's retirement party he was shunned by the person Mr. Whipple was barbecuing with. He asked why he was treated that way, and he indicated that he has never voted against an IBEW labor contract. Mr. Whipple stated that it is a matter of trust. He stated that he does not know what direction Mr. Pruhs has provided to his negotiation team; **Mr. Pruhs** stated he provides zero direction.

**Ms. Therrien** called a Point of Order.

**Ms. Rogers** asked Mr. Whipple to provide a copy of his testimony to the Council; Mr. Whipple agreed to do so.

**Mr. Cleworth** stated he is not privy to all that is going on but that, traditionally, shop stewards have not been in management positions. He asked how someone would file a grievance if the shop steward was their department head. Mr. Whipple stated he would talk to the HR Director but that it would be tough in the current situation because she is on the City's negotiating team.

Tim Zinza, 933 Wood Way, Fairbanks – Mr. Zinza stated he is an employee of the Engineering Department. He stated did not prepare a speech because he had not intended speak. He stated a pattern of mistrust has developed with the Council and administration. Mr. Zinza stated that his department has been bullied, threatened, blackmailed, harassed and made to work in a hostile work environment by a member of the administration. He stated he listened to the radio show "Problem Corner" where a Council member spoke negatively about the relationship between Engineering and Public Works. Mr. Zinza questioned how he could trust someone who makes inaccurate statements in a public forum. He stated that the workplace has low morale, and he commented that the Council is picking on Jackson Fox. He stated that the Council should be ashamed of themselves; he stated he is appalled by their behavior. He stated that he is ashamed and embarrassed that the issue has become public.

**Ms. Huntington** asked Mr. Zinza if there has been a conversation at the HR level to address the behavior and concerns. Mr. Zinza replied that the question should be directed to Mr. Fox. He stated that Mr. Fox communicates his despair to the Engineering employees. He stated that three people are ready to quit their jobs in the Engineering Department.

Jacob Rahlfs, 704 Perry Street, Fairbanks – Mr. Rahlfs echoed the comments of his coworkers; he stated that he is appalled by his understanding of what is happening at the City. He stated he expects a higher level of moral character from elected officials. He confirmed that there is a complete lack of trust and that morale is low because of these recurring issues. Mr. Rahlfs stated he has heard Council members ask why the issues are not being dealt with outside of a public forum; he explained that the issues cannot be taken to the HR Department because HR works for the administration and is also a part of the City’s negotiating team. He stated he does not have much confidence in expressing his concerns to the HR Department.

Brittany Smart, 907 Terminal Street, Fairbanks – Ms. Smart spoke to code enforcement at the Borough and to the public’s ability to file anonymous complaints. She stated that the change has caused an increase in complaints because people feel more comfortable coming forward knowing they can remain anonymous. She stated the Code Enforcement Officer is working hard to follow up on all complaints that are received. She stated the Borough is planning to put some comments forward to the State regarding the Community Assistance Program (revenue sharing); she stated the Borough wants to ensure it is properly represented in regard to population.

**Ms. Therrien** asked who specifically at the Borough is working on the population study. Ms. Smart stated the Finance Director is working on the project she that she herself is the point of contact for the Mayor’s Office.

**Ms. Huntington** asked if the meeting for all three Mayors has happened for the month of July. **Mayor Matherly** responded that it has not yet occurred. **Ms. Huntington** stated it may be something that all the Mayors may want to sign. Ms. Smart stated she would relay that request to Mayor Kassel.

Ms. Smart stated she will be staying until 10 p.m. and would be happy to answer questions on the memo regarding the Chena Riverfront Commission. She encouraged the Council to support the proposed changes.

**Mr. Cleworth** asked whether the Chena Riverfront Commission would first weigh in if he were a property owner on the Chena River who requested a zoning change. Ms. Smart replied affirmatively; she explained that the existing process is similar but that the change would provide more clarity.

Jennifer Meyer, 2070 Waxwing Court, Fairbanks – Ms. Meyer stated that from 2010 to 2017 the Engineering Department generated \$75 million in funds in large part due to the efforts of Mr. Fox and Ms. Gardino. She stated the Engineering Department brings an average of \$9 million in revenue each year to the City of Fairbanks. She stated the department brings in 25% of the City’s operating budget each year. She stated that \$9 million is more than the revenue generated by every other City department combined. She spoke to the significance of the department.

David Berrey, 3174 Davis Road, Fairbanks – Mr. Berrey stated he wants to find out where the City is with the remediation of his water situation. He stated his family has been patient but was told it was an emergency situation; he stated it has not been treated as such. Mr. Berrey spoke to the conflicts between the City administration and the Engineering Department, and he expressed concern that it might affect the progress of the remediation project. He reported his property is located in the worst pocket of contamination. He stated he understood that bids were up for

approval at the meeting but that he does not see the item on the agenda. He stated that Mr. Fox has been guaranteeing that the work will happen, but he sees no progress. Mr. Berrey stated the infighting with the Engineering Department makes him nervous enough to contract the work out himself and bill the City.

**Mayor Matherly** stated the tension with the Engineering Department has nothing to do with the water contamination issue. He stated there have not really been any complaints about the water service issue, and he assured Mr. Berrey his water would be hooked up this summer. **Mayor Matherly** stated he would call Mr. Berrey the next morning; Mr. Berrey stated he did not want a phone call. He demanded that the funds for the contamination project be encumbered to ensure project completion. He stated that the area he lives in needs attention as soon as possible.

**Mr. Pruhs** stated the Council approved a budget amendment for \$2.4 million for the work. Mr. Berrey demanded that the funds be encumbered so there would be no risk of losing the funding.

Engineer II Jennifer Meyer stated the Engineers held a staff meeting earlier in the day; she stated that the Davis Road package would be advertised the following Friday, and the work would be done this summer. Mr. Berrey stated good intentions do not make him comfortable; he again stated that he wants the Council to encumber the funds. Ms. Meyer stated the funds cannot be encumbered until the bids are received and approved. Mr. Berrey again expressed concern with the ruined relationship between the administration and the Engineering Department. Ms. Meyer assured Mr. Berrey that the administration has been taking the contamination issue very seriously and has been working closely with the Engineers. Mr. Berrey asked if further breakdown of the relationships at the City could affect his water hook-up. Ms. Meyer stated his project would be completed during the summer of 2017.

**Mayor Matherly** stated that sometimes there are issues with union negotiations, but employees still do their jobs to the best of their ability. Mr. Berrey questioned again whether the infighting at the City is putting his project off. He asked how the City is going to fund the project and all the potential lawsuits that may come from the contamination issue. **Mayor Matherly** stated that he could not address that question at this time. He stated that the Council has approved \$2.4 million for the project asked Mr. Berrey for patience.

**Mr. Pruhs** stated Mr. Berrey's health is of utmost importance to the Council, and the term "encumbered" is the same as an appropriation of funds by the Council.

Fatima Lord Mancuso, 3350 Holden Road, Fairbanks – Ms. Mancuso stated she sent a letter to the Council about a month ago, and she read it aloud to the Council. She listed numerous health problems that can result from ingesting fluorinated compounds and shared the many health issues that her family has had. She stated the Engineering Department has been very cooperative and communicative with her family. Ms. Mancuso spoke against having to pay a monthly water bill because the contamination is not the fault of the property owners.

JoAnn Seurer, 2200 Hill Road, Fairbanks – Ms. Seurer stated she is in retirement mode, and she does not want to hassle with a monthly water bill. She stated she has had major health issues and questioned how the contamination has affected her lawn and garden. She stated she has ten grandchildren who come over and play on the lawn. She stated a man from Exclusive Paving stated he would start digging the following day, but she has not heard anything since that time.



Darlene Herbert, 906 Woodlawn Road, Fairbanks – Ms. Herbert shared her sadness in attending a funeral for a 21-year-old boy who had been shot in the head by the police. She stated cops need to learn a different way to deal with young people who have long lives ahead of them. She stated she spoke with people in his village, and they all said he was a good kid. She stated kids make mistakes and that the young man’s body looked that of a little boy at the service. Ms. Herbert stated she has been listening to the Council meeting and the discussion of water contamination for a long time; she stated that she advised her niece to move away from that area. She stated there is cancer in her family, and she would not want anyone to get cancer. She spoke against raising property taxes in order to fund a \$20,000 hiring bonus for police officers. She stated it is wrong to pay someone to come to work in Fairbanks, because if someone wanted to work here they would simply come here. Ms. Herbert spoke against giving raises to the firemen, because they make \$133,000 per year. She stated taxing property owners to give firemen raises is wrong. She spoke against the resolution regarding benefits for families of first responders killed in the line of duty. Ms. Herbert stated it is a nice idea, but there are a lot of older tax payers who cannot afford to pay for benefits. She stated if the Council keeps funding foolish things people are going to move away, and Fairbanks will become an unaffordable place to live.

Victor Buberger, P.O. Box 58192, Fairbanks – Mr. Buberger stated he wants to live in an honest, fair, transparent-government kind of a town. He stated based on the testimony he has heard, it is anything but that. He stated he is tired of requesting the results of the Clay Street Cemetery lawn maintenance contract; he stated the information should not be a secret. Mr. Buberger stated he is impressed with how good the grounds at the cemetery look this summer. He spoke to the poor job that is being done on pothole repair on Easy Street where it meets the Old Richardson Highway; he commented that the potholes are so big a few dozen babies could be buried in them. He asked again for the results of the Clay Street Cemetery lawn maintenance bids. He stated there is no transparency in local government and recommended that the Fire Department use volunteer firefighters to save the City money.

**Ms. Therrien** provided Mr. Buberger with the bid tabulation for the Clay Street Cemetery lawn maintenance contract.

Frank Turney, 329 6th Avenue, Fairbanks – Mr. Turney thanked News Miner reporter Kevin Baird for the article he wrote about the Clay Street Cemetery. He stated he will be leading a tour of the cemetery to a group of Monroe Catholic School students; he stated he likes to share the history of the cemetery with anyone that is interested. Mr. Turney stated he is thankful that the same officers who were involved in the most recent shooting were not the same officers involved in the incident on the Mitchell overpass. He asked how many shots were fired by the police in order to take the men down. He spoke to the Office of Professional Responsibility and to the need for Mayor Matherly to get it up and running.

Floyd Terry, P.O. Box 73514, Fairbanks – Mr. Terry thanked the officers for bringing Stryker and Diesel from the K-9 unit to the meeting. He spoke of a dog that he used to own that took a long time to warm up to him. He stated he has been around law enforcement his whole life and that he really appreciates the K-9s; he stated he would put his money on a K-9 officer any time. Mr. Terry reported he may not be coming to many more Council meetings because he has let too many things in his personal life go that need attention.

Hearing no more requests for public comment, **Mayor Matherly** declared Public Testimony closed.

Mayor Matherly called for a brief recess.

**APPROVAL OF AGENDA AND CONSENT AGENDA**

Mr. Pruhs, seconded by Ms. Huntington, moved to APPROVE the Agenda and Consent Agenda.

Mr. Cleworth pulled Resolution No. 4800 and Ordinance No. 6054 from the Consent Agenda.

Mayor Matherly called for objection and, hearing none, so ORDERED.

City Clerk Snider read the Consent Agenda, as Amended, into the record.

**APPROVAL OF PREVIOUS MINUTES**

a) Regular Meeting Minutes of April 24, 2017.

APPROVED on the CONSENT AGENDA.

**SPECIAL ORDERS**

a) The Fairbanks City Council heard interested citizens concerned with the following Liquor License Application for renewal:

Lic. #	DBA	License Type	Licensee	Premises Address
4862	Southern Wine & Spirits of Alaska	Wholesale – General	Southern Glazer’s Wine & Spirits of Alaska, LLC	3101 Peger Road, Bay 2

Ms. Therrien, seconded by Mr. Pruhs, moved to WAIVE PROTEST on the Liquor License Application for Renewal.

Mayor Matherly called for Public Testimony and, hearing none, declared Public Testimony closed.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO WAIVE PROTEST ON THE LIQUOR LICENSE APPLICATION FOR RENEWAL AS FOLLOWS:

YEAS: Huntington, Therrien, Pruhs, Cleworth, Rogers

NAYS: None

Mayor Matherly declared the MOTION CARRIED.

b) The Fairbanks City Council heard interested citizens concerned with the following application for a new Retail Marijuana Store License:

Type: Retail Marijuana Store, License #10589

DBA: Nature’s Releaf, LLC

Licensee/Applicant: Nature’s Releaf, LLC

Physical Location: 503 7th Avenue, Fairbanks, Alaska

**Mr. Pruhs**, seconded by **Ms. Huntington**, moved to PROTEST the new Retail Marijuana Store License until a Certificate of Occupancy is issued by the City Building Department.

**Ms. Therrien** stated that she has a business relationship with the owners and declared a conflict of interest. No Council Members objected to allowing Ms. Therrien to abstain from voting.

Sandy Kowalski, 1575 Golden View Drive, Fairbanks – Ms. Kowalski stated she is an Assistant Superintendent at the Fairbanks North Star Borough School District (FNSBSD). She reported that the district office houses school programs and approximately 300 students are enrolled in the BEST Program to receive onsite homeschool support. She stated there are students who come to the office due to disciplinary action. She asked the Council to postpone the issue.

**Ms. Huntington** asked how long the process will take to determine if it is classified a school. Ms. Kowalski stated that she believes the Planning Commission would have to look at the issue again. **Ms. Huntington** asked if the district had communicated with the Planning Department at the Borough; Ms. Kowalski replied that it had not. **Mayor Matherly** asked Ms. Kowalski if she had communicated with the Paschalls; she replied that she had not.

Frank Turney, 329 6th Avenue, Fairbanks – Mr. Turney stated that the business is a medical cannabis shop, not recreational. He stated he strongly supports the Paschall's business model, and he spoke in favor of the license. He stated the business is near his house and that they have most likely spent thousands of dollars renovating the premises.

Darlene Herbert, 906 Woodlawn Road, Fairbanks – Ms. Herbert stated she was not aware of how many marijuana shops exist in Fairbanks but that there are a lot of kids that hang around the FNSBSD office. She asked whether the kids or marijuana sales is more important.

Police Chief Eric Jewkes – Chief Jewkes stated he knows the owners of the business and has no doubt that they would run a quality establishment. He stated that he realized earlier in the day that the district office is too close to the marijuana establishment. He stated the Council should find out if the FNSBSD office is considered a school by the FNSB Planning Department.

**Ms. Huntington** thanked Chief Jewkes for thinking so critically about the situation and for contacting the district to let them know about the potential problem.

Judah Christian, 1416 Gillam Way, Fairbanks – Mr. Christian asked how the City alerts the community about an application for a new marijuana business. He stated that the culture that is set today is the culture that will exist tomorrow.

**Mr. Pruhs** stated that the ballot question on October 3, 2017 will allow citizens to weigh in on their support for the industry.

**Mayor Matherly** asked City Clerk Danyielle Snider to speak to public notice of potential marijuana establishments. Ms. Snider stated the applicant is required to post public notice as part of their State application process. She stated she is required to run a public notice in the newspaper and in the Council agenda. She reported that property owners within 500 feet of a proposed location are sent a notification of the public hearing.

Hearing no more requests for public comment, **Mayor Matherly** declared Public Testimony closed.

**Mr. Pruhs** spoke to buffer zones and explained that they are not measured as the crow flies; he stated they are measured as the shortest pedestrian path from entrance to entrance of a property.

**Mr. Cleworth**, seconded by **Ms. Huntington**, moved to POSTPONE consideration on the new Retail Marijuana Store License until the Regular Meeting of July 24, 2017.

Chief Jewkes stated the parking lots between the properties are the main thoroughfare, so it should be considered as a pedestrian path.

**Mr. Pruhs** acknowledged Chief Jewkes' point, but stated it is irrelevant based on State law. He questioned the purpose of postponing the vote, because the business meets the buffer requirements when walking on the pedestrian path between facilities. He stated it is not inside the boundary and that the Council should not delay the owners in moving forward with their business plan.

**Ms. Rogers** stated there are no fences as a boundary, so people would likely cross through the parking lot.

**Mr. Pruhs** stated the law is written specifically to state that distances are measured by pedestrian path. He stated that his father was instrumental in the 1966 legislation, and he knows the law.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO POSTPONE CONSIDERATION ON THE NEW RETAIL MARIJUANA STORE LICENSE UNTIL THE REGULAR MEETING OF JULY 24, 2017 AS FOLLOWS:

YEAS:           Huntington, Cleworth, Rogers

NAYS:           Pruhs

ABSTAIN:      Therrien

**Mayor Matherly** declared the MOTION CARRIED.

## **MAYOR'S COMMENTS AND REPORT**

### a)       2016 Independent Audit Presentation

Garry Hutchison presented the 2016 audit results to the City Council and shared that the General Fund ended 2016 in a good place. He went over the fund balances of the accounts of the City and briefly went over the 2016 audit presentation.

**Mayor Matherly** read aloud Council Member Jerry Norum's letter of resignation, effective immediately. He thanked Mr. Norum for his years of service to the community and his family. He welcomed the new Assistant Fire Chief Ron Templeton and asked him come forward. **Mayor Matherly** read aloud information about Mr. Templeton's background and experience. He thanked Mr. Jacobson for providing Mr. Buberger with the information relating to the Clay Street Cemetery lawn maintenance contract. He stated it was an honor attending the Intertribal Powwow and seeing Sean Rice from Public Works and Michael Sanders from the Housing and Homeless Coordinator Office at the events. **Mayor Matherly** spoke to the many events that took place over the weekend.

He expressed sadness for the family of the little girl who drowned at Chena Lakes over the weekend.

**Ms. Therrien** asked about the process by which Seat D would be filled. **Mayor Matherly** stated he just received the notification earlier in the evening, and he has not had an opportunity to discuss it yet with City staff.

### **UNFINISHED BUSINESS**

- a) Ordinance No. 6051 – An Ordinance Authorizing a Lease Amendment for Additional Space in City Hall to the Boys & Girls Club of Alaska, Inc. Introduced by Mayor Matherly. SECOND READING AND PUBLIC HEARING.

**Ms. Therrien**, seconded by **Ms. Huntington**, moved to ADOPT Ordinance No. 6051.

Development Manager Pat Smith stated the space that the Boys & Girls Club (BGC) wants to use was formerly occupied by the boxing gym. He stated the BGC has received a grant from Lowes to renovate the space, and they would like to add the space to their currently-leased space. Mr. Smith stated it is one of the more neglected corners of the building, but the City has invested \$25,000 in renovations and repairs to date; he added that if the City were to bring the space up to code it would cost another \$4,000. He stated the BGC is willing to do the work themselves as part of the grant from Lowes. He stated the BGC has occupied the current space for 20 years paying only utility costs. Mr. Smith suggested raising the rent by \$500 to include the new space in their rent package. He stated that on the commercial market, the space would rent for \$8,000-\$9,000 per month.

Public Works Director Jeff Jacobson stated it is his department's job to maintain the City Hall building and that over time, the cost of maintenance has significantly increased. He encouraged the Council to allow for a slight raise in rent to cover maintenance costs. He stated the City has been generous over the years, and the generosity should continue. He stated, however, that an increase to the rent should be considered.

**Ms. Huntington** thanked staff for their report on the property and asked if the maintenance costs could go down if they renovated the space. Mr. Jacobson stated the mechanical systems are not contained in that space and there has been \$12,000 in air quality testing throughout City Hall. He stated that those are the types of things that the BGC needs to share costs for. He stated it is expensive to maintain an older building; he advised the Council to raise rent to cover expenses.

Mr. Smith stated there has been about \$250,000 in electrical upgrades and backup power generators that serve the space even though they are not located in that space. He stated the roof project cost the City a half a million dollars, and the BGC rent has never increased to cover those kinds of costs.

**Mr. Cleworth** asked if the \$25,000 in City renovations Mr. Smith spoke about was for the whole building or just the space the boxing gym was in. Mr. Smith clarified it was only in the space the boxing gym had occupied. He stated that abating the asbestos tile was one of the more expensive renovation projects. Mr. Smith stated the cost does not include the new windows that the City installed. He reported they replaced the ceiling and installed hot water because it was not plumbed for hot water prior to renovation. Mr. Jacobson stated Public Works painted in 2016.

**Ms. Therrien** asked if anyone was chomping at the bit to rent the space. Mr. Smith stated he does not have an answer for that because he would have to be given permission by the Council to advertise for the rental in order to know. Mr. Jacobson stated he supports the BGC and the service they provide for the youth; he stated that expanding their footprint would allow for some programs for older kids. He stated he is just trying to help the City cover maintenance costs.

**Ms. Huntington** asked about setting precedent in bringing in outside resources to renovate the area. Mr. Jacobson stated the City has already invested \$25,000 prior to any other improvements. Mr. Smith stated it would be nice if it was black and white, but it is a grey area.

John Brown, 814 Austin Street, Fairbanks – Mr. Brown stated he agrees that the City has been very accommodating to the BGC and that he cannot think of any Mayor that has not been supportive. He thanked the City for the support they have provided the BGC over the years. He stated that when he joined the board, the organization was not in good shape and would even ask employees to hold their paychecks. Mr. Brown stated that early on the board knew they needed to affiliate themselves with a bigger entity, and they started receiving federal funding. He stated that those funds have now dried up and are gone completely. He asked if the lease could be postponed and reworked because the BGC is going to do a major remodel, and finances are tight.

**Ms. Therrien** asked Mr. Brown if there was a figure he had in mind; Mr. Brown stated raising the rent \$300 would be acceptable. He also requested a rent-free period of four years due to offset the \$50,000 renovation they will be doing.

**Mr. Pruhs** asked Mr. Brown if he is planning to recalculate everything in the lease agreement. Mr. Brown stated he knows that the BGC does not have much money and that they have barely gotten by because of the sale of some land. He asked for lower rent or to give a reprieve on rent for a period of time.

**Mayor Matherly** stated he understands that Mr. Brown was out of town but asked why he is attempting to negotiate at the final reading of the ordinance. Mr. Brown stated he has been gone and the other gentleman who works at the BGC did not have the authority to negotiate. **Mayor Matherly** stated months have been spent on the lease, and it is a strange time to negotiate.

**Ms. Rogers** spoke to the need to be charitable and stated that she would be willing to postpone. Mr. Brown stated he understands he will not get anything if he does not ask.

**Ms. Huntington** asked if there have been budgetary changes which are causing the BGC to struggle to pay its bills. Mr. Brown stated it is not his intent to get something for nothing and that he is just asking that the \$50,000 renovation be taken into account.

Kara Carlson, 782 7th Avenue, Fairbanks – Ms. Carlson stated her 12-year-old daughter regularly goes to the BGC. She stated her daughter participated in a program called “Girls on the Run” which is about primary prevention. She stated it is a very important program and one of few in the nation. Ms. Carlson spoke to the importance of having a safe and healthy place for youth to go, and she stated the BGC provides that. She encouraged the Council to think about keeping kids off the street when they are considering the lease.

Deison Rios, 100 10th Avenue, Fairbanks – Mr. Rios thanked the Council for their generosity over the years. He stated that BGCs across the country are having problems drawing in teens who are high-risk for drug use. He stated in 2016 they started a VISTA program which added activities for teenagers, and it has worked out well. He stated the problem is the teens leave when all the young kids show up and that it would be nice to have a separate space for the teens.

**Ms. Huntington** asked Mr. Rios what he had thought the City would charge to rent the extra space. Mr. Rios stated \$300 because that is what the previous tenant was charged.

**Ms. Rogers** asked Mr. Rios how many youth the BGC serves annually; Mr. Rios replied that they serve over 300 young people.

**Ms. Therrien** asked if the teens have to pay to be there on Friday nights. Mr. Rios stated that Friday night is free for teens, and often they have up to 60 teens show up. He stated that is proof that they want to be there. **Ms. Therrien** asked if the teens have to pay the \$50 membership fee; Mr. Rios replied that typically they are teens who do not have an involved family, so most of the teens are there on scholarship.

**Ms. Rogers** asked how many people donate to the scholarship program; Mr. Rios stated that funds collected go to the statewide level and are then paid back to the local club.

Hearing no more requests for public comment, **Mayor Matherly** declared Public Testimony closed.

**Mr. Pruhs**, seconded by **Ms. Therrien**, moved to AMEND Exhibit B of Ordinance No. 6051 by striking the \$500 rent and replacing it with \$1 (for a total rent amount of \$1356).

**Mr. Pruhs** stated he is looking at the space with his commercial realtor hat on, and he listed many flaws the property has for a commercial space. He stated they have been an excellent tenant for twenty years and provide a valuable service to the community.

**Mr. Cleworth** stated Mr. Brown's job is to come and get the best deal he can for the BGC. He stated that he thinks the Council should backup staff members who have asked for cost sharing on building maintenance. He stated the utilities are estimated to be \$283 per month; he added that the City never intended to subsidize the BGC and that it was intended to be a partnership. He stated that the City also never intended to make a profit off the BGC. **Mr. Cleworth** stated making rent \$1 means the tax payers are left footing the bill. He stated that \$500 is a great deal, and spoke against Mr. Pruhs' motion. **Mr. Cleworth** apologized to Mr. Brown and stated he has to stick up for the City.

**Ms. Huntington** asked Mr. Cleworth what he would think of lowering the rent from \$500 to \$300. **Mr. Cleworth** stated he has worked with Mr. Smith for years, and he never tries to nickel and dime anyone; he stated he believes the Council should listen to Mr. Smith's advice.

**Ms. Therrien** stated the area has been vacant for some time and spoke in support of it being used for a teen program.

**Mr. Cleworth** stated the City is not out to get a tenant and that if they want a tenant they need to advertise an RFP just like every other competitive bid process.

**Ms. Huntington** stated she would propose one year of no rent then increase the rent by \$300 rather than \$500. She stated that would acknowledge the value added by the renovation.

**Mayor Matherly** stated that if Mr. Jacobson and Mr. Smith knew back when they started renovations that all the improvements were going to be for a non-paying tenant, things may have turned out differently. He stated the City's budget is tight and that \$1 per month rent is unfair.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND EXHIBIT B OF ORDINANCE NO. 6051 BY STRIKING THE \$500 RENT AND REPLACING IT WITH \$1 (FOR A TOTAL RENT AMOUNT OF \$1356) AS FOLLOWS:

YEAS: Therrien, Pruhs  
NAYS: Huntington, Cleworth, Rogers  
**Mayor Matherly** declared the MOTION FAILED.

**Ms. Huntington**, seconded by **Ms. Therrien**, moved to AMEND Exhibit B of Ordinance No. 6051 by changing the rent of the new space from \$500 to \$300 and by adding one year of free rent for the new space.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND EXHIBIT B OF ORDINANCE NO. 6051 BY CHANGING THE RENT OF THE NEW SPACE FROM \$500 TO \$300 AND BY ADDING ONE YEAR OF FREE RENT FOR THE NEW SPACE AS FOLLOWS:

YEAS: Pruhs, Rogers, Huntington, Therrien  
NAYS: Cleworth  
**Mayor Matherly** declared the MOTION CARRIED.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6051, AS AMENDED, AS FOLLOWS:

YEAS: Therrien, Rogers, Pruhs, Huntington, Cleworth  
NAYS: None  
**Mayor Matherly** declared the MOTION CARRIED and Ordinance No. 6051, as Amended, ADOPTED.

b) Ordinance No. 6052 – An Ordinance Amending FGC Chapter 66, Solid Waste. Introduced by Mayor Matherly. SECOND READING AND PUBLIC HEARING.

**Mr. Pruhs**, seconded by **Ms. Huntington**, moved to ADOPT Ordinance No. 6052.

**Mr. Pruhs**, seconded by **Ms. Therrien**, moved to SUBSTITUTE Ordinance No. 6052, as Amended, for Ordinance No. 6052.

**Mayor Matherly** called for objection and, hearing none, so ORDERED.

**Mayor Matherly** called for Mr. Jacobson forward. Mr. Jacobson stated the proposed language addresses previous concerns of the Council; he offered to answer any questions.



**Mayor Matherly** called for Public Testimony and, hearing none, declared Public Testimony closed.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6052, AS AMENDED, AS FOLLOWS:

YEAS: Cleworth, Rogers, Huntington, Therrien, Pruhs

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED and Ordinance No. 6052, as Amended, ADOPTED

- c) Ordinance No. 6053 – An Ordinance Authorizing and Directing Retention of the Property Located at 804 Cowles Street for Public Purpose Upon Tax Foreclosure. Introduced by Mayor Matherly. SECOND READING AND PUBLIC HEARING.

**Mr. Pruhs**, seconded by **Ms. Therrien**, moved to ADOPT Ordinance No. 6053.

**Mayor Matherly** called for a Staff report; Mr. Smith reported that the City was planning to purchase the property. He stated that after the ordinance was written, an interested party approached the City and another deal was discussed. He recommended that the Council postpone Ordinance No. 6053 indefinitely. He offered to answer any questions

**Mr. Cleworth** expressed confusion about the property owner; Mr. Smith explained how the new owner plans to pay off the taxes, fees and costs for the property. He stated that the new owner would allow the City to use the property as a staging area during the Cowles Street project.

**Mayor Matherly** called for Public Testimony and, hearing none, declared Public Testimony closed.

**Mr. Pruhs**, seconded by **Ms. Therrien**, moved to LAY ON THE TABLE Ordinance No. 6053.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO LAY ON THE TABLE ORDINANCE NO. 6053 AS FOLLOWS:

YEAS: Therrien, Rogers, Pruhs, Huntington, Cleworth

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED.

### **NEW BUSINESS**

- a) Resolution No. 4798 – A Resolution Amending the City Schedule of Fees and Charges for Services. Introduced by Mayor Matherly.

**Mr. Pruhs**, seconded by **Ms. Huntington**, moved to APPROVE Resolution No. 4798.

**Mayor Matherly** requested a Staff report from Mr. Jacobson. Mr. Jacobson stated Resolution No. 4798 is designed to educate the public as to what kinds of trash they are allowed to dispose of with City garbage collection. He stated it would add a charge that would provide an incentive to citizens

to dispose of medical waste and needles properly. He stated that the City is spending way too much time and money on medical services when employees are stuck by needles.

**Ms. Huntington** thanked Mr. Jacobson for bringing to light how much time off work is taken when someone is burned, stuck by a needle, or hurt from picking up heavy items.

**Mayor Matherly** stated it is important for citizens to know that some trash is not the City's responsibility; he used pet waste as an example. He stated the Public Works employees deserve to be treated with safety in mind.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE RESOLUTION NO. 4798 AS FOLLOWS:

YEAS:           Huntington, Therrien, Pruhs, Cleworth, Rogers

NAYS:           None

**Mayor Matherly** declared the MOTION CARRIED and Resolution No. 4798 APPROVED.

**Mayor Matherly** called for a brief recess.

- b)       Resolution No. 4799 – A Resolution to Request and Accept Funds from the US Department of Justice for the Bulletproof Vest Partnership. Introduced by Mayor Matherly.

PASSED and APPROVED on the CONSENT AGENDA.

- c)       Resolution No. 4800 – A Resolution Authorizing Discussions with the Commissioner of Public Safety Regarding the Cost of Medical Insurance Premiums for Surviving Dependents of City Peace Officers or Firefighters Who Die in the Line of Duty. Introduced by Mayor Matherly.

**Mr. Pruhs**, seconded by **Ms. Therrien**, moved to APPROVE Resolution No. 4800.

**Mr. Cleworth**, seconded by **Mr. Pruhs**, moved to AMEND Resolution No. 4800 by adding the language “costs for possible alternatives” after the word “plan” in the “Now, Therefore” section.

**Mr. Cleworth** stated that the Council should have the option to go in with the State insurance plan or to find an alternative plan.

**Mr. Pruhs** stated everyone worked hard on the resolution and now City employees need to price out options.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND RESOLUTION NO. 4800 BY ADDING THE LANGUAGE “COSTS FOR POSSIBLE ALTERNATIVES” AFTER THE WORD “PLAN” IN THE “NOW, THEREFORE” SECTION AS FOLLOWS:

YEAS:           Cleworth, Rogers, Huntington, Therrien, Pruhs

NAYS:           None

**Mayor Matherly** declared the MOTION CARRIED.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE RESOLUTION NO. 4800, AS AMENDED, AS FOLLOWS:

YEAS: Cleworth, Pruhs, Rogers, Huntington, Therrien

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED and Resolution No. 4800, as Amended, APPROVED.

- d) Ordinance No. 6054 – An Ordinance to Present to the Qualified Voters of the City of Fairbanks the Question of Maintaining Essential Services by Increasing Revenue to Offset Lost Funding from the State of Alaska. Introduced by Mayor Matherly and Council Members Huntington, Rogers and Therrien.

**Ms. Therrien**, seconded by **Ms. Rogers**, moved to ADVANCE Ordinance No. 6054.

**Mr. Cleworth** stated he just wanted to point out that revenue sharing dried up in 2001, and it was not reinstated until Mayor Strle was in office. He reported that he encouraged the Council at the time to put the money in the Capital Fund to save for a rainy day, but instead it was put in the General Fund and was spent. **Mr. Cleworth** stated his taxes have gone up over the years and a rate hike of 2 mills is going to hit homeowners hard. He stated there are likely lawsuits coming the City's way relating to the groundwater contamination. He stated he just wanted to point those things out.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADVANCE ORDINANCE NO. 6054 AS FOLLOWS:

YEAS: Rogers, Therrien, Huntington

NAYS: Pruhs, Cleworth

**Mayor Matherly** declared the MOTION CARRIED.

- e) Ordinance No. 6055 – An Ordinance Amending Fairbanks General Code Chapter 86, Vehicles for Hire. Introduced by Mayor Matherly and Council Member Pruhs.

ADVANCED on the CONSENT AGENDA.

### **DISCUSSION ITEMS**

- a) Committee Reports

**Ms. Rogers** reported she has been attending the Opioid Meetings and that the Interior AIDS Committee is well-positioned to receive grant money from the State to help with the problem.

**Ms. Huntington** asked which committees Mr. Norum was serving on; **Mayor Matherly** stated he was serving on the Explore Fairbanks Board of Directors, and it will be discussed in the future.

### **COMMUNICATIONS TO COUNCIL**

- a) Board of Plumber Examiner Meeting Minutes of March 21, 2017

ACCEPTED on the CONSENT AGENDA.

- b) Clay Street Cemetery Commission Meeting Minutes of June 7, 2017

ACCEPTED on the CONSENT AGENDA.

- c) Memo Regarding Borough Ordinance No. 2017-46, Chena Riverfront Commission

**Mr. Pruhs**, seconded by **Ms. Therrien**, moved to APPROVE the Memo regarding the Chena Riverfront Commission.

**Mr. Cleworth** stated he had to work with the Commission when there was an issue with ICE Alaska and that he does not think the Borough will follow any direction the City provides.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE MEMO REGARDING THE CHENA RIVERFRONT COMMISSION AS FOLLOWS:

YEAS: Pruhs, Therrien, Huntington, Cleworth, Rogers

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED.

#### **COUNCIL MEMBERS' COMMENTS**

**Mr. Cleworth** stated that Denali Way between Lathrop Street and Stewart Street is a disaster, and something needs to be done about it. He spoke to the recent loss of Christin Holmberg who passed away at age 29 after falling victim to a life on the street.

**Mr. Pruhs** stated the Council needs to look for long-term solutions regarding medical insurance for the family of Sergeant Brandt. He suggested the Mayor, Chief of Staff and Risk Management sit down with the Brandt family to find out what their long-term medical needs are. **Mr. Pruhs** stated Rickert Street is still torn up and that it was supposed to be fixed last May. He stated that construction management on the project is lacking and needs to be addressed because he is receiving complaints from people in the neighborhood. He asked the HR Department for information on the retired military police officer who was denied a job at FPD, and he requested the last six years' worth of FPD applicants from Ft. Wainwright who were also turned away. **Mr. Pruhs** thanked Mr. Whipple for his invitation to attend the IBEW labor negotiations. He stated he did not know why venom was thrown toward him or what is going on within the Engineering Department, and he wished the Mayor the best in working with them.

**Ms. Therrien** stated that she is sad that Mr. Norum resigned because she knows he enjoyed serving the community. She stated it saddens her that the Engineering Department is coming forward in public to discuss the issues with the IBEW. She stated she had nothing to do with the unfair labor practice (ULP) that was filed and that it is very unfortunate.

**Ms. Rogers** stated that she too is sad to see Mr. Norum resign and that he was a wonderful community servant. She stated that she has a declared conflict of interest on IBEW matters, but she is sad to hear so many employee issues. She stated it is hard to be affiliated with something that is

so unproductive, and it is discouraging. **Ms. Rogers** stated she is sad to hear that there are morale issues because that is something that concerns the body as a whole.

**Ms. Huntington** thanked Mr. Norum for his service to the City and stated that she will miss him and his knowledge. She stated it is unfortunate that the Engineering Department came to the table with issues at the same time citizens were present to testify about the contamination issue.

**Mr. Pruhs**, seconded by **Mr. Cleworth**, moved to go into Executive Session for the purpose of discussing IBEW Labor Negotiations.

**Mayor Matherly** called for objection and, hearing none, so ORDERED.

**Mayor Matherly** called for a brief recess.

### **EXECUTIVE SESSION**

a) IBEW Labor Negotiations

The City Council met in Executive Session to discuss IBEW Labor Negotiations. Direction was given to staff, and no action was taken.

### **ADJOURNMENT**

**Ms. Therrien**, seconded by **Ms. Huntington**, moved to ADJOURN the meeting.

**Mayor Matherly** called for objection and, hearing none, so ORDERED.

**Mayor Matherly** declared the meeting adjourned at 12:01 a.m.

---

JIM MATHERLY, MAYOR

ATTEST:

---

D. DANYIELLE SNIDER, CMC, CITY CLERK

Transcribed by: EB



# 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: Emily Braniff, Deputy City Clerk *EB*

SUBJECT: Marijuana License Renewals

DATE: September 5, 2017

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

Lic. #	DBA	License Type	Licensee	Premises Address
10869	Grass Station 49	Retail Marijuana Store	The Grass Station, LLC	1326 Cushman Street
10278	GoodSinse, LLC	Retail Marijuana Store	GoodSinse, LLC	2604 Davis Road
10279	GoodSinse, LLC	Standard Marijuana Cultivation Facility	GoodSinse, LLC	2604 Davis Road

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 renewals is September 26, 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 for any of the renewals.

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



# City of Fairbanks

Office of the City Clerk

800 Cushman Street

Fairbanks, AK 99701

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

## MARIJUANA LICENSE RESPONSE FORM

- TO:  FINANCE DEPARTMENT  
 FIRE DEPARTMENT  
 POLICE DEPARTMENT  
 BUILDING DEPARTMENT

DATE: July 28, 2017

FROM: CITY CLERK'S OFFICE

RE: MARIJUANA LICENSE ACTION - RENEWAL

NOTICE RECEIVED AT CLERKS OFFICE: 07/28/17 (60 DAY DUE DATE 09/26/17)

DATE RESPONSE DUE: 09/05/2017 for City Council Meeting of 09/11/2017

Lic. #	DBA	License Type	Licensee	Address
10869	Grass Station 49	Retail Marijuana Store	The Grass Station, LLC	1326 Cushman Street

NO PROTEST:  PROTEST

REASONS OR COMMENTS:

DEPARTMENT  
SIGNEE:

SIGNATURE

8/29/17  
DATE



# City of Fairbanks

Office of the City Clerk

800 Cushman Street

Fairbanks, AK 99701

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

## MARIJUANA LICENSE RESPONSE FORM

TO:  FINANCE DEPARTMENT  
 FIRE DEPARTMENT  
 POLICE DEPARTMENT  
 BUILDING DEPARTMENT

DATE: July 28, 2017

FROM: CITY CLERK'S OFFICE

RE: MARIJUANA LICENSE ACTION - RENEWAL

NOTICE RECEIVED AT CLERKS OFFICE: 07/28/17 (60 DAY DUE DATE 09/26/17)

DATE RESPONSE DUE: 09/05/2017 for City Council Meeting of 09/11/2017

Lic. #	DBA	License Type	Licensee	Address
10869	Grass Station 49	Retail Marijuana Store	The Grass Station, LLC	1326 Cushman Street

NO PROTEST:  PROTEST

REASONS OR COMMENTS:

DEPARTMENT  
SIGNEE:

*David*  
SIGNATURE

8-2-17  
DATE





# City of Fairbanks

Office of the City Clerk

800 Cushman Street

Fairbanks, AK 99701

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

## MARIJUANA LICENSE RESPONSE FORM

TO:  FINANCE DEPARTMENT  
 FIRE DEPARTMENT  
 POLICE DEPARTMENT  
 BUILDING DEPARTMENT

**RECEIVED**  
 AUG 30 2017  
 CITY CLERKS OFFICE

DATE: July 28, 2017

FROM: CITY CLERK'S OFFICE

RE: MARIJUANA LICENSE ACTION - RENEWAL

NOTICE RECEIVED AT CLERKS OFFICE: 07/28/17 (60 DAY DUE DATE 09/26/17)

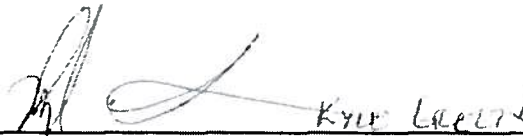
DATE RESPONSE DUE: 09/05/2017 for City Council Meeting of 09/11/2017

Lic. #	DBA	License Type	Licensee	Address
10869	Grass Station 49	Retail Marijuana Store	The Grass Station, LLC	1326 Cushman Street

NO PROTEST:  PROTEST

REASONS OR COMMENTS:

DEPARTMENT  
SIGNEE:

  
 SIGNATURE Kyle Laepple  
 DEPUTY FIRE MARSHAL

8/30/17  
 DATE

**CITY OF FAIRBANKS PUBLIC SAFETY**

**THE GRASS STATION 49 1326 Cushman Street**

08/01/2016 - 08/01/2017

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	07/27/2017 17:09	TRESPASS SMALL	1326 CUSHMAN ST	S7	NRP	07/27/2017 17:32:4
	06/20/2017 21:14	SI - BAR CHECK	1326 CUSHMAN ST	S7	NRP	06/20/2017 21:33:4
	10/04/2016 13:02	TRESPASS SMALL	1326 CUSHMAN ST	O26	NRP	10/04/2016 13:33:1

Total Number of Events Listed: 3



# City of Fairbanks

Office of the City Clerk

800 Cushman Street

Fairbanks, AK 99701

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

## MARIJUANA LICENSE RESPONSE FORM

TO:  FINANCE DEPARTMENT  
 FIRE DEPARTMENT  
 POLICE DEPARTMENT  
 BUILDING DEPARTMENT

DATE: July 28, 2017

FROM: CITY CLERK'S OFFICE

RE: MARIJUANA LICENSE ACTION - RENEWAL

**RECEIVED**  
JUL 28 2017  
CITY CLERKS OFFICE

NOTICE RECEIVED AT CLERKS OFFICE: 07/28/17 (60 DAY DUE DATE 09/26/17)

DATE RESPONSE DUE: 09/05/2017 for City Council Meeting of 09/11/2017

Lic. #	DBA	License Type	Licensee	Address
10869	Grass Station 49	Retail Marijuana Store	The Grass Station, LLC	1326 Cushman Street

NO PROTEST:  PROTEST

REASONS OR COMMENTS:

DEPARTMENT  
SIGNEE:

Carmen Randle  
SIGNATURE

7/31/17  
DATE



# City of Fairbanks

Office of the City Clerk

800 Cushman Street

Fairbanks, AK 99701

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

## MARIJUANA LICENSE RESPONSE FORM

TO:  FINANCE DEPARTMENT  
 FIRE DEPARTMENT  
 POLICE DEPARTMENT  
 BUILDING DEPARTMENT

DATE: August 8, 2017

FROM: CITY CLERK'S OFFICE

RE: MARIJUANA LICENSE ACTION - RENEWAL

NOTICE RECEIVED AT CLERKS OFFICE: 08/08/17 (60 DAY DUE DATE 10/06/17)

DATE RESPONSE DUE: 09/05/2017 for City Council Meeting of 09/11/2017

Lic. #	DBA	License Type	Licensee	Address
10278	GoodSinse, LLC	Retail Marijuana Store	GoodSinse, LLC	2604 Davis Road
10279	GoodSinse, LLC	Standard Marijuana Cultivation Facility	GoodSinse, LLC	2604 Davis Road

NO PROTEST:       PROTEST

REASONS OR COMMENTS:

DEPARTMENT  
SIGNEE:

Cameron Randall  
SIGNATURE

8/15/17  
DATE



# City of Fairbanks

Office of the City Clerk

800 Cushman Street

Fairbanks, AK 99701

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

## MARIJUANA LICENSE RESPONSE FORM

TO:  FINANCE DEPARTMENT  
 FIRE DEPARTMENT  
 POLICE DEPARTMENT  
 BUILDING DEPARTMENT

DATE: August 8, 2017

FROM: CITY CLERK'S OFFICE

RE: MARIJUANA LICENSE ACTION - RENEWAL

NOTICE RECEIVED AT CLERKS OFFICE: 08/08/17 (60 DAY DUE DATE 10/06/17)

DATE RESPONSE DUE: 09/05/2017 for City Council Meeting of 09/11/2017

Lic. #	DBA	License Type	Licensee	Address
10278	GoodSinse, LLC	Retail Marijuana Store	GoodSinse, LLC	2604 Davis Road
10279	GoodSinse, LLC	Standard Marijuana Cultivation Facility	GoodSinse, LLC	2604 Davis Road

NO PROTEST:  PROTEST

REASONS OR COMMENTS:

DEPARTMENT  
SIGNEE:

  
SIGNATURE

8/11/17  
DATE



# City of Fairbanks

Office of the City Clerk

800 Cushman Street

Fairbanks, AK 99701

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

## MARIJUANA LICENSE RESPONSE FORM

TO:  FINANCE DEPARTMENT  
 FIRE DEPARTMENT  
 POLICE DEPARTMENT  
 BUILDING DEPARTMENT

DATE: August 8, 2017

FROM: CITY CLERK'S OFFICE

RE: MARIJUANA LICENSE ACTION - RENEWAL

NOTICE RECEIVED AT CLERKS OFFICE: 08/08/17 (60 DAY DUE DATE 10/06/17)

DATE RESPONSE DUE: 09/05/2017 for City Council Meeting of 09/11/2017

Lic. #	DBA	License Type	Licensee	Address
10278	GoodSinse, LLC	Retail Marijuana Store	GoodSinse, LLC	2604 Davis Road
10279	GoodSinse, LLC	Standard Marijuana Cultivation Facility	GoodSinse, LLC	2604 Davis Road

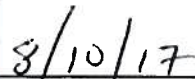
NO PROTEST:       PROTEST

REASONS OR COMMENTS:

- BURCCARY ON 4-10-17

DEPARTMENT  
SIGNEE:

  
 \_\_\_\_\_  
 SIGNATURE

  
 \_\_\_\_\_  
 DATE

**CITY OF FAIRBANKS PUBLIC SAFETY**

**GOODSINSE 2604 DAVIS RD**

08/08/2016 - 08/08/2017

<b>Report #</b>	<b>Call Time</b>	<b>Nature</b>	<b>Location</b>	<b>Prime Unit</b>	<b>Disp.</b>	<b>Close Time</b>
17001132	05/01/2017 06:24	ALARM BURGLARY -	2604 DAVIS RD	L5	FAB	05/01/2017 06:51:1
	04/10/2017 00:08	ALARM BURGLARY -	2604 DAVIS RD	O16	RPT	04/10/2017 01:43:0
	01/31/2017 02:50	10-36	2604 DAVIS RD	O34	NRP	01/31/2017 02:52:5

Total Number of Events Listed: 3



# City of Fairbanks

Office of the City Clerk

800 Cushman Street

Fairbanks, AK 99701

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

## MARIJUANA LICENSE RESPONSE FORM

TO:  FINANCE DEPARTMENT  
 FIRE DEPARTMENT  
 POLICE DEPARTMENT  
 BUILDING DEPARTMENT

DATE: August 8, 2017

**RECEIVED**  
AUG 31 2017  
CITY CLERKS OFFICE

FROM: CITY CLERK'S OFFICE

RE: MARIJUANA LICENSE ACTION - RENEWAL

NOTICE RECEIVED AT CLERKS OFFICE: 08/08/17 (60 DAY DUE DATE 10/06/17)

DATE RESPONSE DUE: 09/05/2017 for City Council Meeting of 09/11/2017

Lic. #	DBA	License Type	Licensee	Address
10278	GoodSinse, LLC	Retail Marijuana Store	GoodSinse, LLC	2604 Davis Road
10279	GoodSinse, LLC	Standard Marijuana Cultivation Facility	GoodSinse, LLC	2604 Davis Road

NO PROTEST:  PROTEST

REASONS OR COMMENTS:

DEPARTMENT  
SIGNEE:

*Sharon M. Johnston*  
SIGNATURE

8/31/17  
DATE





# MEMORANDUM

City of Fairbanks Clerk's Office

Emily Braniff, Deputy City Clerk

---

TO: Mayor Jim Matherly  
City Council Members

FROM: Emily Braniff, Deputy City Clerk *EB*

SUBJECT: Application for New Retail Marijuana Store License

DATE: September 5, 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 #: **12325**  
License Type: **Retail Marijuana Store**  
D.B.A.: **Good, LLC**  
Licensee/Applicant: **Good, LLC**  
Physical Location: **356 Old Steese Highway, 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 10, 2017. However, due to a notification error by the State to the City, I am presenting this to the Council earlier than the typical timeline.

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 8, 2017.

The Building and Fire Departments recommend protesting this license until such time as 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: 08/07/2017

FROM: CITY CLERK'S OFFICE

RE: MARIJUANA LICENSE ACTION – NEW RETAIL LICENSE APPLICATION

DATE NOTICE RECEIVED AT CLERKS OFFICE: 08/07/2017 (60 DAY DUE DATE 10/06/2017)

DATE RESPONSE DUE: 09/05/2017 for City Council Meeting of 09/11/2017

License #: 12325  
License Type: Retail Marijuana Store  
D.B.A.: Good, LLC  
Licensee/Applicant: Good, LLC  
Physical Location: 356 Old Steese Highway, Fairbanks, Alaska

Corp/LLC Agent:	Mailing Address	Phone	Date and State of Ltd Partner/Corp	Good standing?
Good, LLC	PO Box 83091 Fairbanks, AK 99708	907-322-4962	03/03/2016 – Alaska	Yes

Member/Officer/Affiliate:	DOB	Mailing Address	Phone	Title/Shares (%)
Christian Hood	03/12/1985	PO Box 83091 Fairbanks, AK 99708	907-322-4962	Member, Manager 85%
Linda Lewis	01/09/1984	2535 Allen Adale Road Fairbanks, AK 99709	452-760-9649	Member 15%

### ADDITIONAL COMMENTS:

NO PROTEST:  
COMMENTS

PROTEST  
REASONS:

DEPARTMENT SIGNEE: Carmen Randall, 8/15/17  
(Signature) (Printed Name)

The State made a notification error and did not notify the City at the time the license was deemed complete. Due to the shortened timeline that was no fault of the applicant's, I am trying to expedite the response for this recommendation.



# 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

**RECEIVED**  
AUG 31 2017

DATE: 08/07/2017

FROM: CITY CLERK'S OFFICE

CITY CLERKS OFFICE

RE: MARIJUANA LICENSE ACTION – NEW RETAIL LICENSE APPLICATION

DATE NOTICE RECEIVED AT CLERKS OFFICE: 08/07/2017 (60 DAY DUE DATE 10/06/2017)

DATE RESPONSE DUE: 09/05/2017 for City Council Meeting of 09/11/2017

License #: 12325  
 License Type: Retail Marijuana Store  
 D.B.A.: Good, LLC  
 Licensee/Applicant: Good, LLC  
 Physical Location: 356 Old Steese Highway, Fairbanks, Alaska

Corp/LLC Agent:	Mailing Address	Phone	Date and State of Ltd Partner/Corp	Good standing?
Good, LLC	PO Box 83091 Fairbanks, AK 99708	907-322-4962	03/03/2016 – Alaska	Yes

Member/Officer/Affiliate:	DOB	Mailing Address	Phone	Title/Shares (%)
Christian Hood	03/12/1985	PO Box 83091 Fairbanks, AK 99708	907-322-4962	Member, Manager 85%
Linda Lewis	01/09/1984	2535 Allen Adale Road Fairbanks, AK 99709	452-760-9649	Member 15%

### ADDITIONAL COMMENTS:

NO PROTEST:  
COMMENTS

PROTEST  
REASONS:

*UNTIL CERTIFICATE OF OCCUPANCY  
IS ISSUED*

DEPARTMENT SIGNEE:

*Christian Hood*  
(Signature)

*Christian Hood*  
(Printed Name)

The State made a notification error and did not notify the City at the time the license was deemed complete. Due to the shortened timeline that was no fault of the applicant's, I am trying to expedite the response for this recommendation.



# 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: 08/07/2017

**RECEIVED**  
AUG 30 2017  
CITY CLERKS OFFICE

FROM: CITY CLERK'S OFFICE

RE: MARIJUANA LICENSE ACTION - NEW RETAIL LICENSE APPLICATION

DATE NOTICE RECEIVED AT CLERKS OFFICE: 08/07/2017 (60 DAY DUE DATE 10/06/2017)

DATE RESPONSE DUE: 09/05/2017 for City Council Meeting of 09/11/2017

License #: 12325  
 License Type: Retail Marijuana Store  
 D.B.A.: Good, LLC  
 Licensee/Applicant: Good, LLC  
 Physical Location: 356 Old Steese Highway, Fairbanks, Alaska

Corp/LLC Agent:	Mailing Address	Phone	Date and State of Ltd Partner/Corp	Good standing?
Good, LLC	PO Box 83091 Fairbanks, AK 99708	907-322-4962	03/03/2016 - Alaska	Yes


Member/Officer/Affiliate:	DOB	Mailing Address	Phone	Title/Shares (%)
Christian Hood	03/12/1985	PO Box 83091 Fairbanks, AK 99708	907-322-4962	Member, Manager 85%
Linda Lewis	01/09/1984	2535 Allen Adale Road Fairbanks, AK 99709	452-760-9649	Member 15%

### ADDITIONAL COMMENTS:

NO PROTEST:  
COMMENTS

PROTEST

REASONS: Fire Department recommends protest until the Building Department issues a Certificate of Occupancy.

DEPARTMENT SIGNEE:  KRISTA LEWIS DEPUTY CITY CLERK  
 (Signature) (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.



# 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: 08/07/2017

FROM: CITY CLERK'S OFFICE

RE: MARIJUANA LICENSE ACTION - NEW RETAIL LICENSE APPLICATION

DATE NOTICE RECEIVED AT CLERKS OFFICE: 08/07/2017 (60 DAY DUE DATE 10/06/2017)

DATE RESPONSE DUE: 09/05/2017 for City Council Meeting of 09/11/2017

License #: 12325  
 License Type: Retail Marijuana Store  
 D.B.A.: Good, LLC  
 Licensee/Applicant: Good, LLC  
 Physical Location: 356 Old Steese Highway, Fairbanks, Alaska

Corp/LLC Agent:	Mailing Address	Phone	Date and State of Ltd Partner/Corp	Good standing?
Good, LLC	PO Box 83091 Fairbanks, AK 99708	907-322-4962	03/03/2016 - Alaska	Yes

Member/Officer/Affiliate:	DOB	Mailing Address	Phone	Title/Shares (%)
Christian Hood	03/12/1985	PO Box 83091 Fairbanks, AK 99708	907-322-4962	Member, Manager 85%
Linda Lewis	01/09/1984	2535 Allen Adale Road Fairbanks, AK 99709	452-760-9649	Member 15%

### ADDITIONAL COMMENTS:

NO PROTEST:  
COMMENTS

PROTEST  
REASONS:

DEPARTMENT SIGNEE:

(Signature)

Eric Jewkes  
(Printed Name)

The State made a notification error and did not notify the City at the time the license was deemed complete. Due to the shortened timeline that was no fault of the applicant's, I am trying to expedite the response for this recommendation.

**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.**



**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: May 19, 2017  
SUBJECT: Good LLC – Retail Store License #12325

---

A “retail marijuana store” is a listed permitted use in the General Commercial (GC) zoning district pursuant to FNSBC 18.64.020.A.78. The applicant was issued a zoning permit # 17728 to use 3,267 gross square feet in Unit 13 of an existing building for a marijuana retail facility.

The proposed marijuana establishment is not located within any known sensitive use buffers listed in FNSBC 18.96.240.A.3. However, three lots containing sensitive uses with a 100-foot buffer per FNSBC 18.96.240.A.3.c are located within 500-feet of the parcel. Sensitive use buffers 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 this section.*”<sup>i</sup> The Girl Scout building is a potential “youth center.” This building is located approximately 672 feet from the subject marijuana establishment to the northeast on TL-237. Orion’s Martial Arts facility is another potential “youth center” sensitive use. This building is located approximately 453 feet from the subject marijuana establishment to the northeast on Lot 1A, Block 2, Timberland Subdivision. The Jazzercise facility is another potential “youth center” sensitive use. This building is located approximately 524 feet from the subject marijuana establishment to the northeast on Lot 11, Block 5 Graehl Subdivision.

In addition, one lot containing a sensitive use with a 200-foot buffer per FNSBC 18.96.240.A.3.b is located approximately 500 feet from the proposed marijuana establishment. Fairbanks Carpenter Training Center is a post-secondary “trade/technical/vocational school.” The trade/technical/vocational school is located approximately 574 feet from the door of the proposed marijuana establishment to the closest wall of the principal building on Lot 4, Block 2 Timberland Subdivision.

Further, one lot containing a sensitive use with a 500-foot buffer per FNSBC 18.96.240.A.3.a is located approximately 562 feet from the proposed marijuana establishment. Aurora Tutoring School is classified as a “primary and secondary school building.” The Aurora Tutoring School is located, as shown on the stamped survey submitted by the applicant, 561 feet from the door of the proposed marijuana establishment to the closest (back) wall of the Aurora Tutoring School building on Lot 11, Block 5 Graehl Subdivision.

---

<sup>i</sup> Pursuant to FNSBC 18.96.240(A)(3)(d)(4)

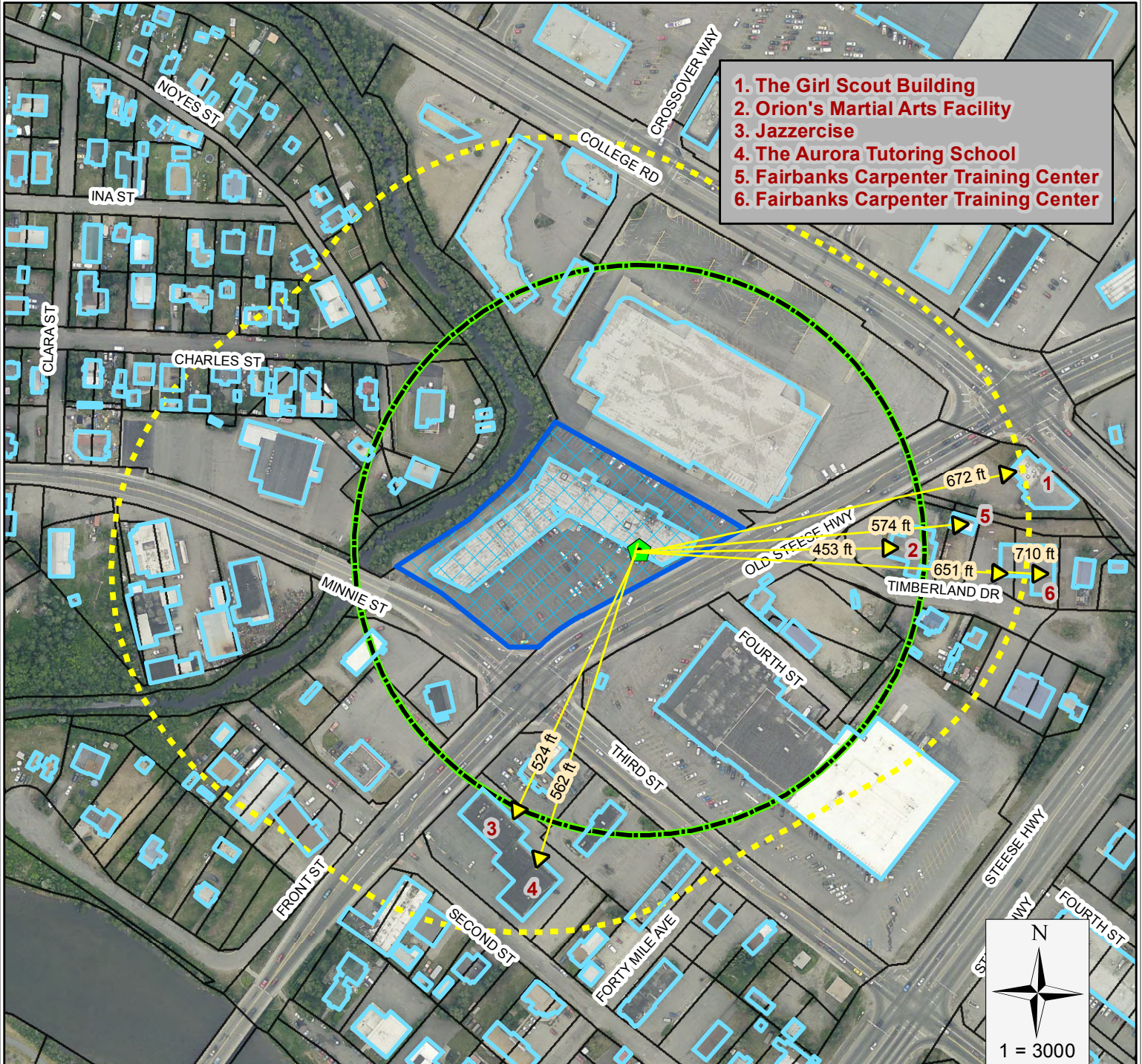


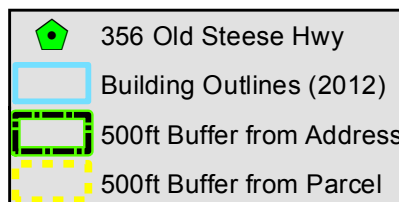
Image courtesy of: Pictometry

### Property Information for PAN#: 0672397

PROPERTY DESCRIPTION: NORTH GATE, LOT: 01  
 OWNER: North Gate Square Commercial Condominiums  
 SITUS ADDRESS: 356 Old Steese Hwy  
 ZONING: GC (65%), GU-1 (35%)  
 COMMUNITY PLANNING PERMITS: NONE

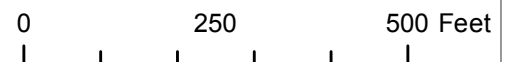
### NOTE:

All annotated distances are approximate direct-line distances from the point representing 356 Old Steese Hwy



### Sensitive Use Map

**Good LLC**  
**Marijuana License - New - #12325**  
**Retail**





# Fairbanks North Star Borough Generic Report

PAN# 385646  
Printed on: 05/16/2017

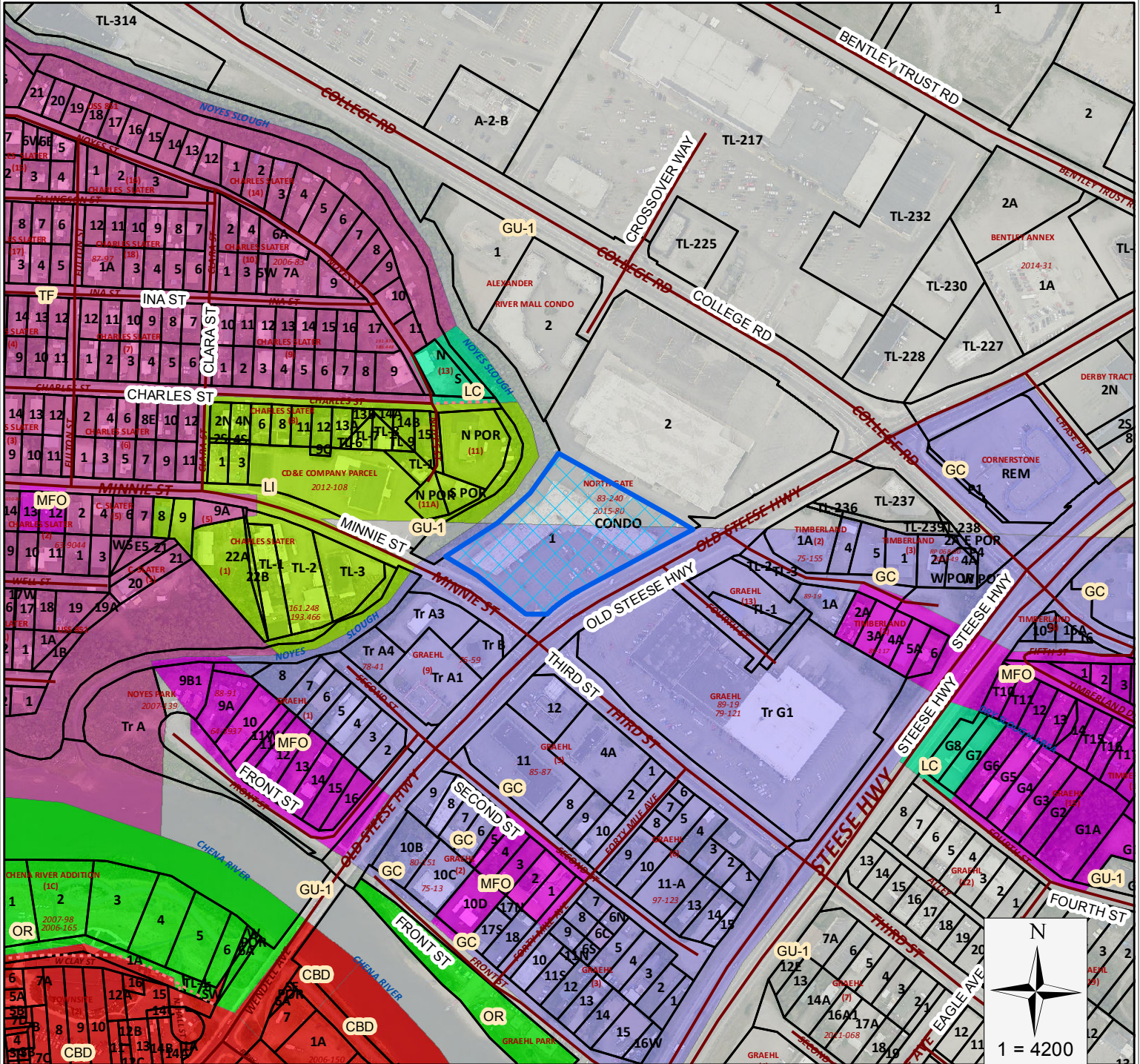


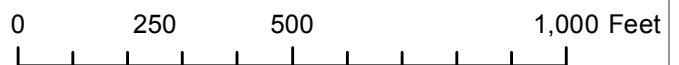
Image courtesy of: Pictometry

### Property Information for PAN#: 0672397

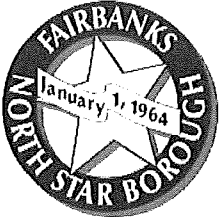
PROPERTY DESCRIPTION: NORTH GATE, LOT: 01  
OWNER: North Gate Square Commercial Condominiums  
SITUS ADDRESS: 356 Old Steese Hwy  
ZONING: GC (65%), GU-1 (35%)  
COMMUNITY PLANNING PERMITS: NONE

### Proximity and Zoning Map

**Good LLC**  
**Marijuana License - New - #12325**  
**Retail**







**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: 17728**

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: 4/11/2017

Telephone: 907-322-4962

Applicant: HOOD CHRISTIAN

Cell Phone:

Mailing Address: PO BOX 83091, FAIRBANKS AK 99708

Email:

Property Description: 0385646 UNIT 13 NORTH GATE SQUARE

Site Address: 356 OLD STEESE HWY

Existing Use: Commercial Structure: Unknown

Proposed Use: Commercial Structure: Retail marijuana store : 3267 gross square feet in Unit 13, retail sales space 2913 square feet

Dwelling Units: 0 New: 0 Existing: 0

Building Height (stories): 1

Total Area of Structure: 3,267 SF New: 0 SF Existing: 3,267 SF

Lot Size: 1 SF

Est. Construction Cost: \$0

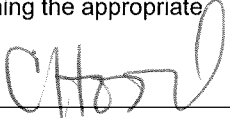
Note: The retail marijuana store meets FNSBC 18.96.240(A)(3) sensitive use buffer requirements. Please see additional comments for further detail on required sensitive use buffers.

Pursuant to FNSBC 18.96.060 and the net retail sales area available to customers, eight (8) off-street parking spaces are required for the retail marijuana store use. The retail marijuana store is located in a multiple tenant building with > 110 on-site, off-street parking spaces.

As shown on the site plan, the existing building front yard setback on Old Steese Highway is 17.2', which is non-conforming to FNSBC 18.64.030(B).

Please check with the City of Fairbanks for any permit requirements.

- 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

4/12/17  
Date

**Zoning Specifications**

Flood Zone: X (49%), Floodway (19%)

Existing Zone: GC/GM-1  
 Minimum Lot Size: 0/40,000 sq ft  
 Front Yard Req: 20  
 Side Yard Req: 0  
 Rear Yard Req: 0

Road Service Area: No  
 Parking Spaces Req: 8  
 Building Type: Principal


**Conditions**

Floodplain Permit Required: No  
 Conditions: Retail marijuana store

FNSB Driveway Permit Required: No

Reasons: Retail marijuana store meets Title 18 requirements

Permit Approval: Approved

  
Zoning Official: Wasinger, S

4/11/2017  
Date

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

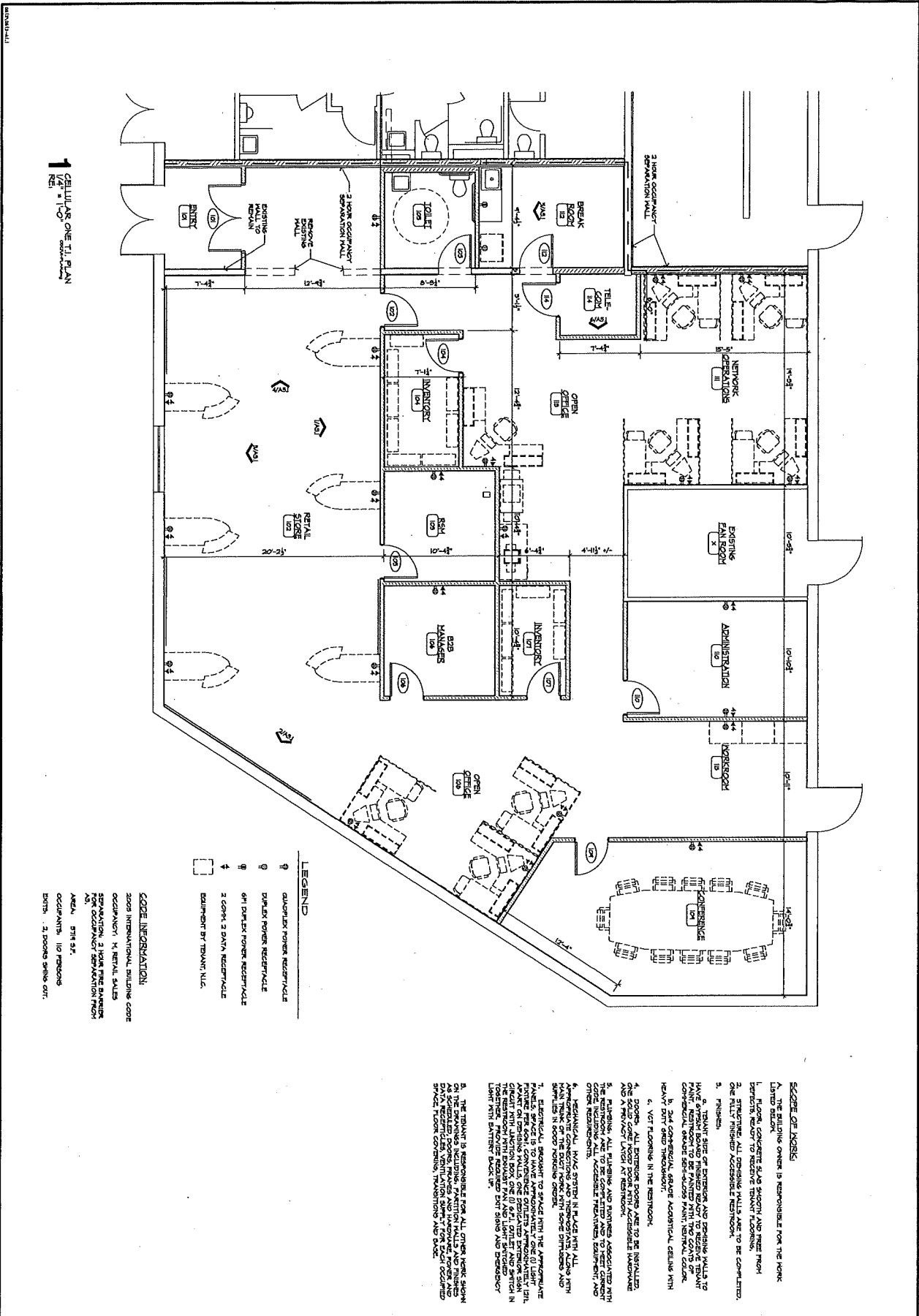
## Zoning Permit

4/11/2017, Additional Comments

The 500 foot buffer map submitted by the applicant for the proposed marijuana retail store shows several sensitive uses within the 500 foot buffer. The proposed marijuana facility is located outside of the buffer requirements for each use, meeting all requirements in FNSBC 18.96.240(A)(3).

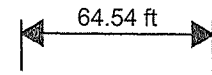
- The Aurora Tutoring School (number 23 on the 500 foot buffer map) is located, as shown on the stamped survey submitted by the applicant, 561 feet from the subject marijuana establishment. Pursuant to Ordinance No. 2017-14 adopted on 3/23/17, the buffer distance from a school building is to be measure from the “outer boundaries of school buildings, including outdoor school facilities where students are regularly found” to “the nearest public entrance of a commercial marijuana establishment.” The measurement of 561 feet was made from the door of the proposed marijuana retail store to the closet (back) wall of the Aurora Tutoring School building. Parking was not included in the “outer boundaries” for the buffer measurement because there was no dedicated parking for school use. No other areas were identified as “facilities where students are regularly found.”
- The Girl Scout building (number 4 on the buffer map) has youth under 18 in the facility on a regular basis. The possible youth center is > 250 feet from the marijuana facility, meeting the FNSBC 18.96.240(A)(3) buffer requirement of 100 feet.
- Orion’s martial arts facility (number 5 on the buffer map) offers regular classes to youth under 18 and was identified as a “youth center.” The marijuana retail store is > 200 feet from this facility, and meets the FNSBC 18.96.240(A)(3) buffer requirement of 100 feet.
- Fairbanks Carpenter Training Center (number 6, 7, 8 on the buffer map) is a vocational school serving only persons over 18 years of age. Pursuant to FNSBC 18.96.240(A)(3), a 200 foot buffer is required. The marijuana retail store is > 400 feet from this facility.
- Jazzercise (number 23 on the buffer map) offers regular classes to youth under 18 and was identified as a possible “youth center.” The marijuana retail store is > 400 feet from this facility, and meets the FNSBC 18.96.240(A)(3) buffer requirement of 100 feet.

The State Alcohol and Marijuana Control Office (AMCO) may define these uses differently or have different buffer requirements. Staff has suggested that the applicant discuss the use and buffer requirements with AMCO as it pertains to the licensing requirements.



Current layout

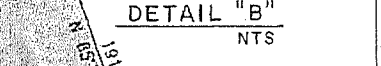
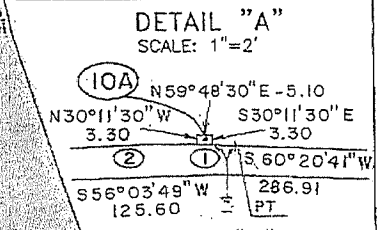
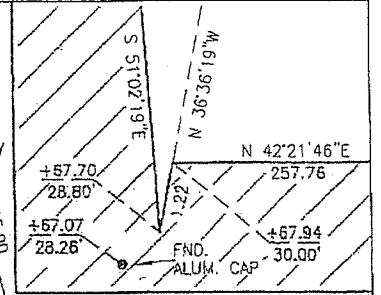
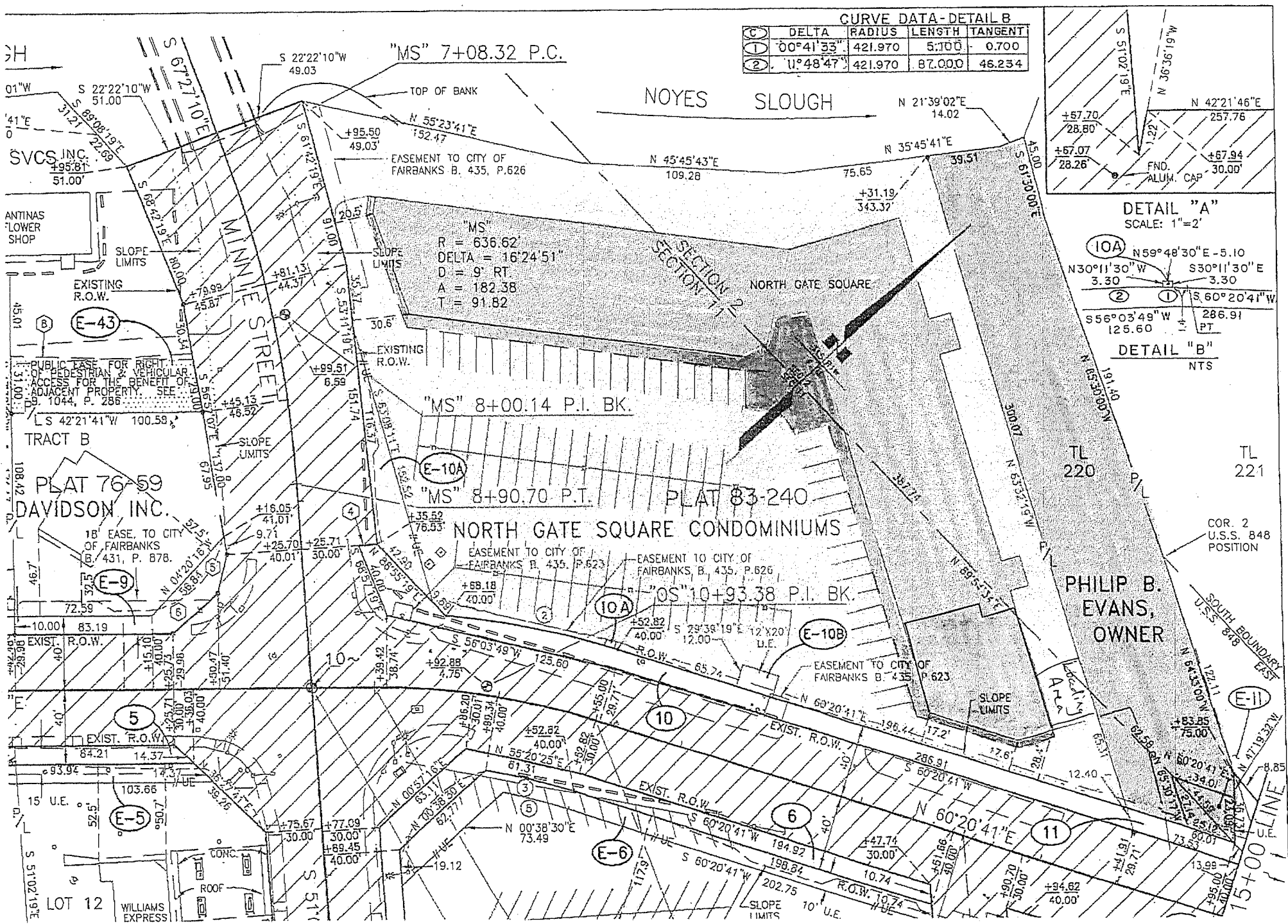
= unit location

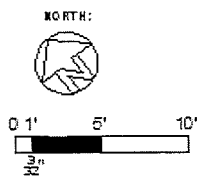
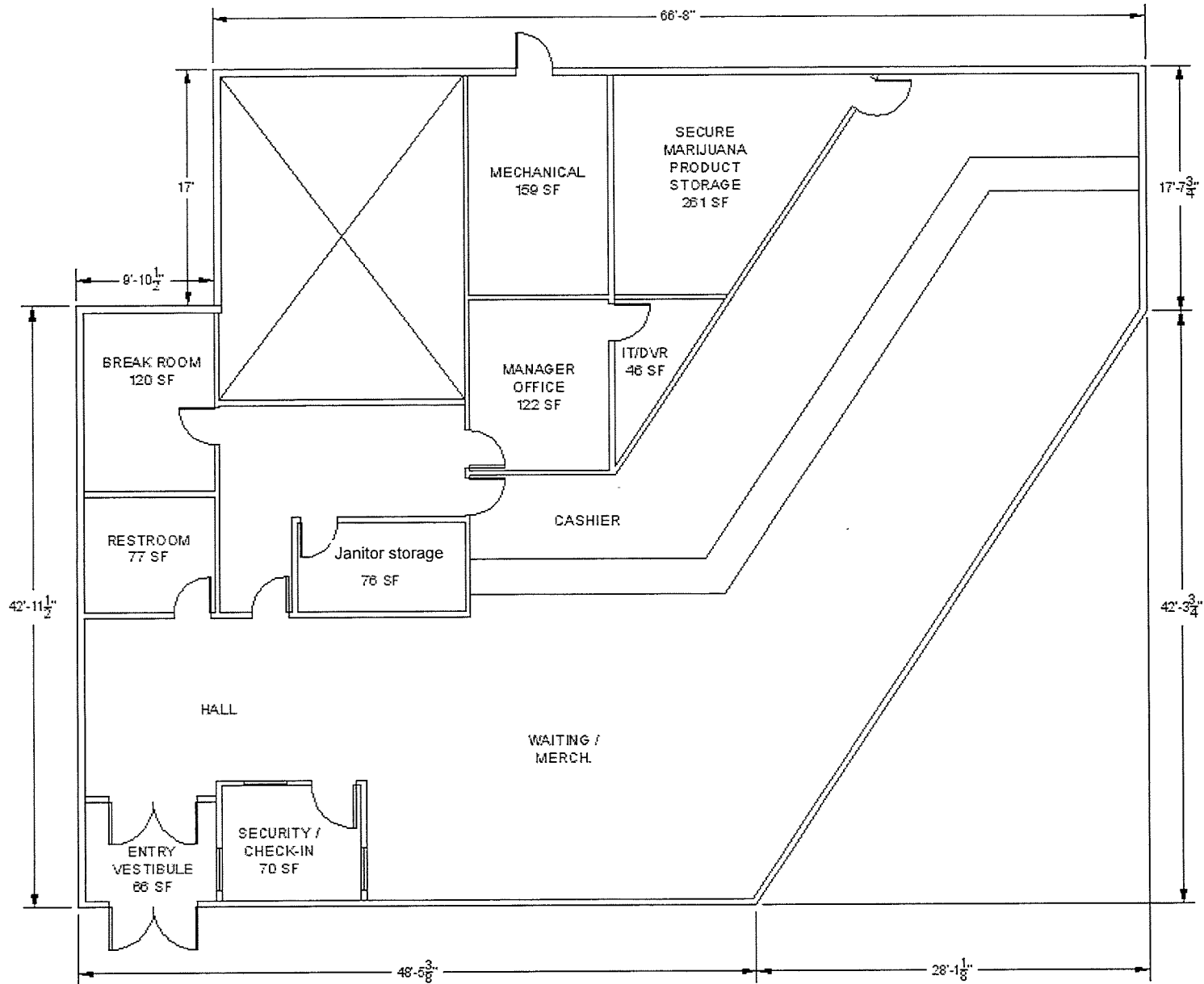


1 inch = 64.54 ft

CURVE DATA-DETAIL B

C	DELTA	RADIUS	LENGTH	TANGENT
1	00°41'33"	421.970	5.700	0.700
2	11°48'47"	421.970	87.000	46.234





GOOD MARIJUANA DISPENSARY  
356 OLD STEESE HWY  
FAIRBANKS, AK 99701

*Sales Retail Space = 2913*

*Proposed Layout*

FLOOR PLAN

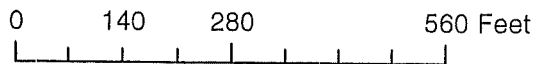
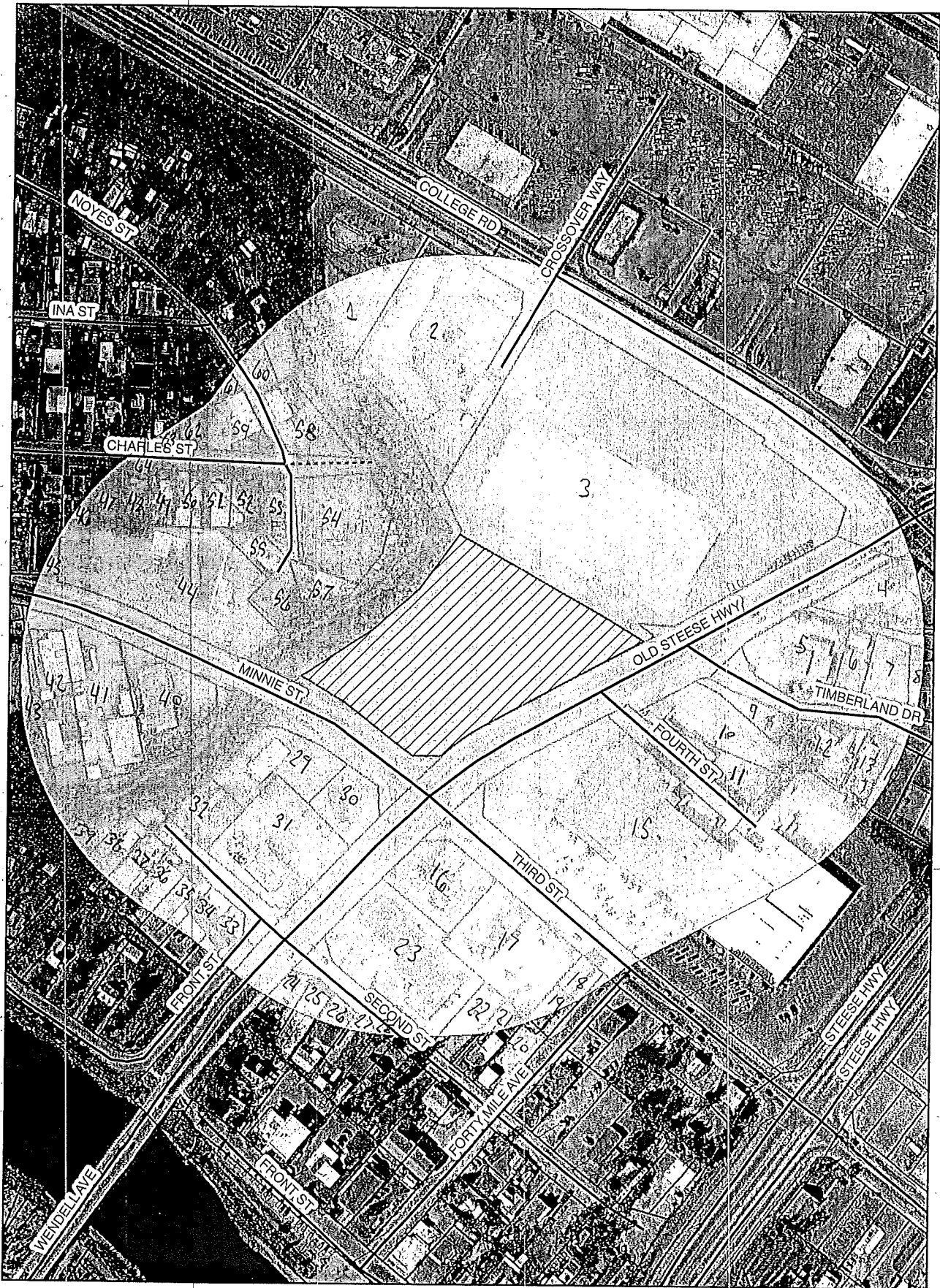
DRAWN BY KAYVAN KHALATBARI

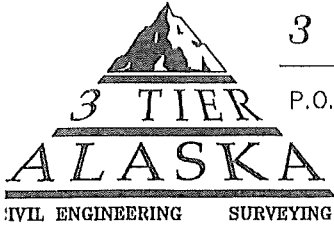
CHECKED BY KAYVAN KHALATBARI

DISPENSARY PLAN

SCALE 3/32" = 1'-0"

5/18/2015 9:35:35 AM

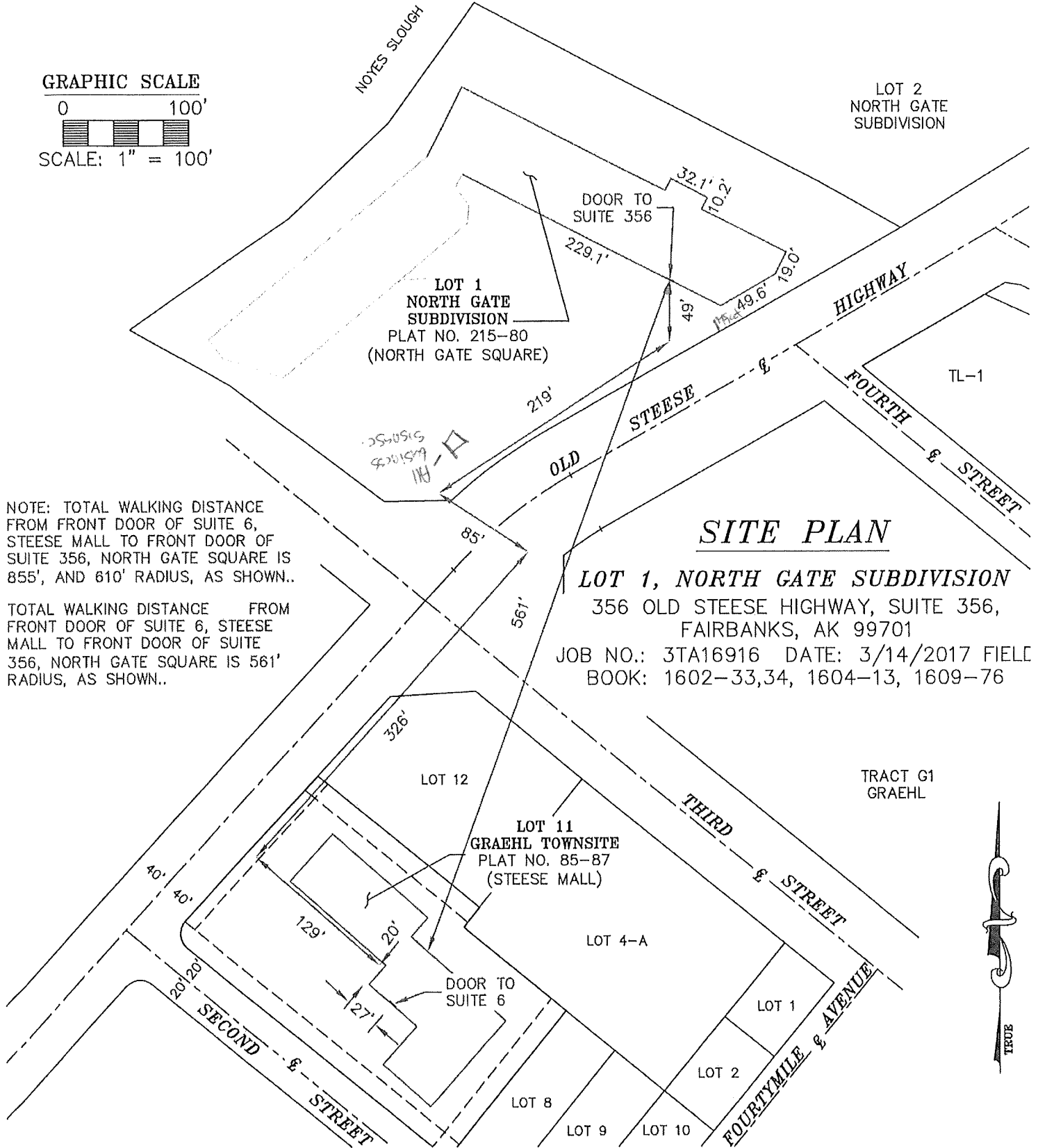
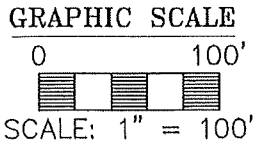




**3 TIER-Alaska, Corp.**

P.O. Box 71940 432 Lignite Avenue  
 Fairbanks, AK 99707-1940  
 (907) 456-5895

PREPARED FOR:  
 CHRISTIAN S. HOOD &  
 TREVOR HAYNES  
 P.O. BOX 83091  
 FAIRBANKS, AK 99708



NOTE: TOTAL WALKING DISTANCE FROM FRONT DOOR OF SUITE 6, STEESE MALL TO FRONT DOOR OF SUITE 356, NORTH GATE SQUARE IS 855', AND 610' RADIUS, AS SHOWN..

TOTAL WALKING DISTANCE FROM FRONT DOOR OF SUITE 6, STEESE MALL TO FRONT DOOR OF SUITE 356, NORTH GATE SQUARE IS 561' RADIUS, AS SHOWN..

**SITE PLAN**

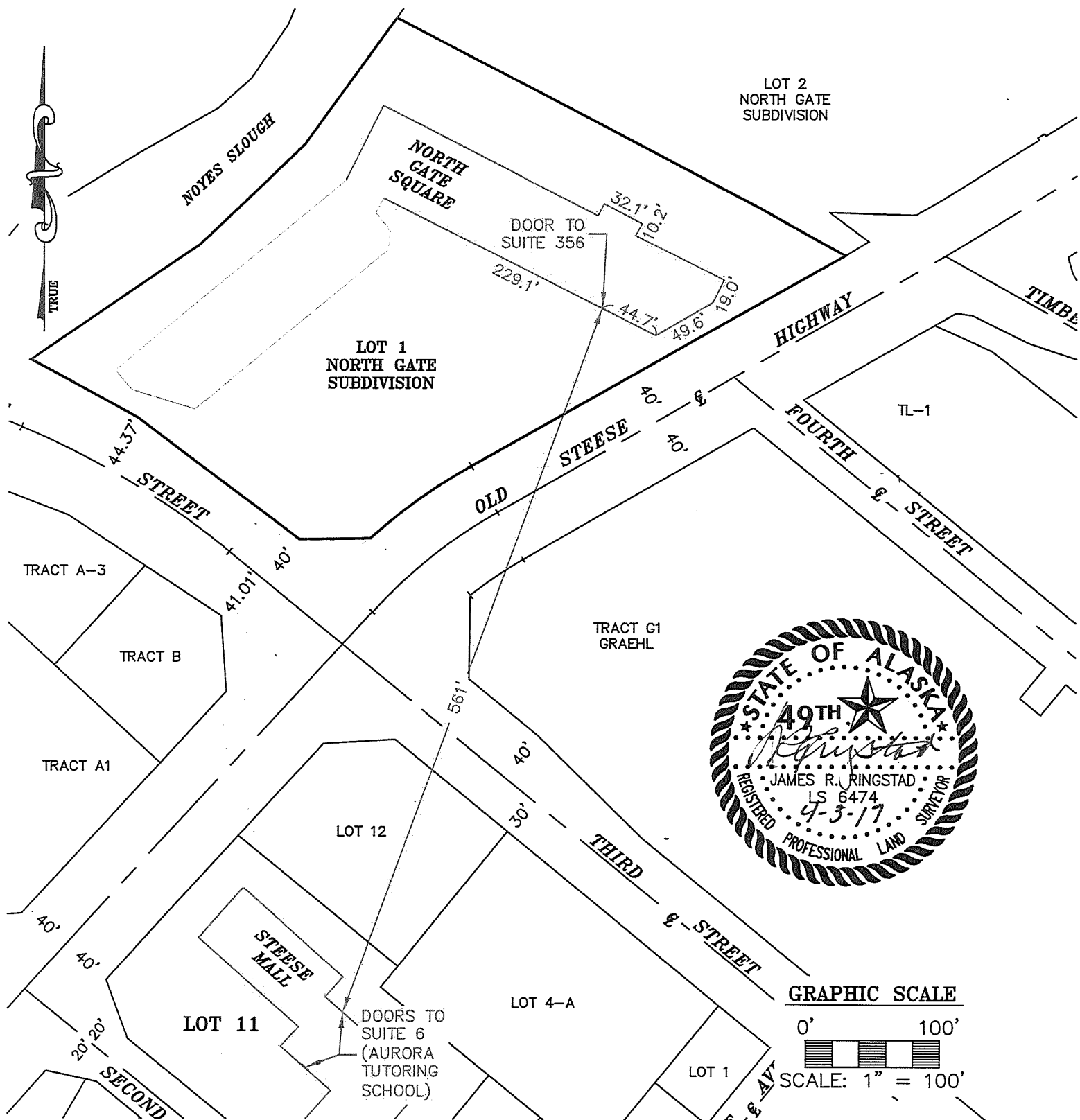
**LOT 1, NORTH GATE SUBDIVISION**

356 OLD STEESE HIGHWAY, SUITE 356,  
 FAIRBANKS, AK 99701

JOB NO.: 3TA16916 DATE: 3/14/2017 FIELD  
 BOOK: 1602-33,34, 1604-13, 1609-76








**SURVEYOR CERTIFICATION**

I, James R. Ringstad, a Professional Land Surveyor registered in the State of Alaska, hereby certify that I am familiar with the improvements located within Lot 1, North Gate Subdivision, Suite No. 356 (Plat No. 2015-80 F.R.D.) and that these improvements lie relatively to Suite No. 6 of the Steese Mall (currently the Aurora Tutoring School), Lot 11, Block 5, Graehl Townsite. Liability of this **Site Plan** is limited to the relationships of improvements to existing found monumentation and does not extend to the accuracy of said monumentation; nor is it intended to represent a boundary survey, and is subject to any inaccuracies that a subsequent boundary survey may disclose. The information shown hereon shall not be used to establish any fences, structure, or other improvements. The measurements shown hereon are based on plat or deed information and verified as shown. This **Site Plan** represents only visible improvements for the purpose of separation distances, as shown. Liability of this **Site Plan** is limited to the amount of the fee charged.

*James R. Ringstad* 4-3-2017  
 James R. Ringstad, L.S. 6474

**SITE PLAN**

Prepared For:		<b>Trevor Haynes</b> P.O. Box 83091 Fairbanks, AK 99708	
Drawn:	CLS/RCH	 <b>3 TIER-Alaska, Corp.</b> 432 Lignite Avenue; P.O. Box 71940 Fairbanks, Alaska 99707-1940 (907) 456-5895 Office (907) 456-3176 Fax CIVIL ENGINEERING • SURVEYING	Job No.
Checked:	JRR		3TA16916
Scale:	1"=100'		Fld Book(s)
Date of Survey:	03/10/2017		1609-76

# Alcohol & Marijuana Control Office

**License Number:** 12325

**License Status:** New

**License Type:** Retail Marijuana Store

**Doing Business As:** GOOD LLC

**Business License Number:** 1033300

**Designated Licensee:** Christian Hood

**Email Address:** akgoodcannabis@gmail.com

**Local Government:** Fairbanks North Star Borough

**Community Council:**

**Latitude, Longitude:** 64.848906, -147.703715

**Physical Address:** 356 Old Steese Hwy  
Fairbanks, AK 99701  
UNITED STATES

## Licensee #1

**Licensee Type:** Entity

**Alaska Entity Number:** 10036394

**Alaska Entity Name:** Good LLC

**Phone Number:** 907-322-4962

**Email Address:** akgoodcannabis@gmail.com

**Mailing Address:** PO BOX 83091  
Fairbanks, AK 99708  
UNITED STATES

## Affiliate #1

**Licensee Type:** Individual

**Name:** Linda Lewis  
[REDACTED]

**Date of Birth:** 01/09/1984

**Phone Number:** 452-760-9649

**Email Address:** linda\_red@live.com

**Mailing Address:** 2535 Allen Adale Rd  
Fairbanks, AK 99709  
UNITED STATES

## Affiliate #2

**Licensee Type:** Individual

**Name:** Christian Hood  
[REDACTED]

**Date of Birth:** 03/12/1985

**Phone Number:** 907-322-4962

**Email Address:** akgoodcannabis@gmail.com

**Mailing Address:** PO BOX 83091  
Fairbanks, AK 99708  
UNITED STATES

State of Alaska  
Department of Commerce, Community, and Economic Development  
Corporations, Business, and Professional Licensing

## Certificate of Organization

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

**Good LLC**



IN TESTIMONY WHEREOF, I execute the certificate  
and affix the Great Seal of the State of Alaska  
effective **March 03, 2016**.

A handwritten signature in cursive script, appearing to read "Chris Hladick".

Chris Hladick  
Commissioner

## OPERATING AGREEMENT

The following document is the operating agreement of:

### **Good, LLC**

Hereafter referred to in this document as “The Company.”

The Company was formed on March 3, 2016, when articles of organization were filed with the state of Alaska. A copy of this document has been placed in The Company record book. All members of The Company hereby agree with its provisions. The Company will be managed by its member(s).

### **GENERAL PROVISIONS**

**Ownership Percentage**—A member’s ownership interest in The Company shall be calculated as a percentage based on the member’s contribution. A member’s “ownership percentage” shall be calculated as follows: the member’s capital contribution divided by total contributed capital shown on the books of The Company. Transfer of a member’s ownership of The Company, or a change in the member’s ownership percentage in The Company may only take place upon approval of a majority of the members.

**Voting**—Each member shall be entitled to vote on matters affecting The Company at a meeting held to discuss such matters. A member’s voting “power” shall be equal to the member’s ownership percentage.

**Compensation**—Members will not be paid for their time in managing The Company. Members may, however, receive compensation in the form of salaries, bonuses, or any other gratuity allowed by law for services rendered to The Company as an employee, officer, or independent contractor. Also, members may be reimbursed for reasonable expenses incurred on behalf of The Company as evidenced by proper receipts.

**Other Business Interests**—A member may not own or be involved in any way with an activity or entity that competes with The Company, or otherwise might diminish the earning potential of The Company without the prior written approval of all members.

**Meetings**—At this time, The Company does not have scheduled meetings, but it may provide for such scheduled meetings upon the approval of a majority of members. A special meeting may be requested by a member at any time either verbally or in writing. The member making this call for a meeting shall provide a proposed date and time for the meeting. Agreement to have a meeting can be expressed by the members either verbally or in writing. If any member can not attend the meeting, then the member(s) unable to attend shall propose an alternative date and time for the meeting.

1

If all the members cannot attend the proposed meeting, then it shall be postponed until all members can attend. A requested meeting may not be postponed for more than six months. A meeting of The Company may be held without all members in attendance if the member(s) unable to attend provide in writing their approval of the meeting.

Minutes of all meetings shall be taken and a copy provided to all members. A copy shall also be placed in the Company minute book.

**Membership Certificates**—The Company shall provide membership certificates to each member, a sample of which shall be attached to this agreement. Each membership certificate shall be sequentially numbered and reflect the member's ownership percentage. It shall also bear the name of The Company and the name of the member. It shall be signed and dated by The Company's duly appointed secretary as provided in this agreement.

### **FINANCIAL PROVISIONS**

**Tax Classification**—The members intend for The Company to be taxed as a Partnership. Officers are hereby granted authority to do whatever necessary to retain Partnership tax status with State and Federal agencies.

**Accounting**—The Company shall have a tax year beginning January 1 and ending December 31 of each year. Accordingly, The Company shall be known as a calendar year taxpayer. The books of the Company shall be maintained on a cash basis.

**Tax Matters Partner**—The Company shall appoint a representative to handle tax and accounting matters. This person shall be the Secretary of The Company, and if the Secretary is unable to act in this position, then the President shall act instead.

**Banking**—The President and/or Secretary of The Company shall establish bank account(s) with a bank that meets the approval of all members. The President and Secretary shall sign on the account and have the authority to draft funds from said accounts for payment of company obligations. No officer of The Company shall have the authority to borrow money or obtain lines of credit without express written approval of all members. This does not, however, apply to credit accounts opened with suppliers. The officers may obtain credit from suppliers in due course of operating the business. Bank statements shall be available to all members at any time upon their request either verbally or in writing.

**Property**—Title to all property purchased or leased for The Company shall be titled in the name of The Company. Officers are hereby granted authority to lease equipment on behalf of The Company in due course of business.

**Capital Contributions**—In consideration for their percentage ownership in The Company, members shall contribute either cash, property, or services to The Company.

Cash received shall be deposited in The Company's bank account and no interest shall be paid on the amount. Title to any property given shall be transferred to The Company. Below is an accounting of consideration given by the members in exchange for their ownership in The Company.

Members may decide occasionally that additional capital must be contributed to The Company. This decision shall be made at a meeting of the members with all members in attendance. Since any change in the capital accounts will result in a change in the ownership percentage, the decision must be unanimous.

**Capital Withdrawals**—Members are not allowed to withdraw their capital contributions without written approval of all members. Members will not be able to “Draw” against their capital contributions without written approval of all members. Loans to members may be approved from time to time as circumstances arise. Loans must be approved by all members.

**Distributions**—From time to time distributions may be made from profits, sale of equipment, or other sources. Before payment, distributions shall be approved by all members and shall be paid to each member in proportion to their ownership percentage. In the event that The Company ceases operations, distributions of cash and property shall be made to the members after all creditors and suppliers are paid. Such a distribution shall be made to the members in proportion to their own percentage.

#### **OWNERSHIP**

**Changes in Ownership**—A member can withdraw from The Company at any time. The member wanting to withdraw must give written notice to the other members 60 days prior to the date of withdrawal.

**Transfer of Membership**—A member may not transfer, sell, assign, offer as collateral, or pledge his/her ownership in The Company without prior written approval of the other members. This transfer restriction also applies to the members voting rights.

#### **DISSOLUTION**

The Company shall be dissolved upon any of the following events:

- Death or other event that prevents a member from participating in the operation of The Company. In this event, the remaining members may vote not to dissolve The Company within 90 days. If the remaining members agree unanimously, The Company shall continue and not dissolve.
- Agreement of all members to dissolve The Company

**OTHER PROVISIONS**

**Officers**—Members may agree to appoint one or more officers to be responsible for representing The Company in its due course of business. It is agreed to appoint at least a President and a Secretary. Other offices and officers may be appointed as the need arises or at the pleasure of the members. Officers may be compensated for services rendered in their prospective positions. This compensation may be in addition to any other compensation received from The Company.

The following members shall be officers of the Company:

Christian Hood

Linda Lewis

**Company Records**—The Company Secretary must maintain all records for The Company that are required by law. This may include but not be limited to a list of all members including their addresses and ownership percentage, records of ownership transfers, minutes of all member meetings, bank statements and accounting records. These records are to be kept at the principal office of The Company and may be reviewed by any member by giving at least one day's notice to The Company's Secretary.

**Authority**—Officers of the Company and or any member of The Company has authority to transact any business or enter into any transaction or carry out any act to complete the formation of the Company or further its financial interest in the due course of business with one exception: No member has authority to obtain loans, lines of credit or commit The Company to any bank or lending institution without prior written approval of all members.

**Disputes**—In the event of a dispute between the members regarding this operating agreement or any matter regarding The Company, the dispute shall be settled by arbitration according to the rules of the American Arbitration Association. The arbitration or mediation service hearing the dispute shall be agreed upon by the members before proceeding. The cost of the arbitration/mediation shall be borne by The Company.

If the dispute cannot be settled by arbitration, the matter may go before a court with jurisdiction in such matters. If the matter goes before a court, then the members individually shall bear the cost of the proceedings. The prevailing party may seek reimbursement of expenses related to the proceedings.

**Changes**—This document is the only agreement between the members of The Company and replaces any verbal or written agreement between members. It cannot be

replaced, amended or altered in any way without the approval of the members of The Company that adopted and approved the agreement being replaced or amended. If any provision of this agreement is determined to be legally unenforceable, then that provision only shall be stricken from the agreement, leaving the remainder of the agreement in force.

As evidenced by their signatures below, the members hereby adopt this agreement in its entirety and agree to be bound by its terms. The signatures need not be notarized.

Date June 9<sup>th</sup> 2016

Signatures of all officers:

CH  
[Signature]  
[Signature]  
[Signature]





**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.

<b>Licensee:</b>	GOOD LLC	<b>License Number:</b>	12325		
<b>License Type:</b>	Marijuana Retail Store				
<b>Doing Business As:</b>	GOOD LLC				
<b>Premises Address:</b>	356 Old Steese Highway				
<b>City:</b>	Fairbanks	<b>State:</b>	ALASKA	<b>ZIP:</b>	99701

<b>Mailing Address:</b>	P.O. Box 83091				
<b>City:</b>	Fairbanks	<b>State:</b>	ALASKA	<b>ZIP:</b>	99708

<b>Primary Contact:</b>	Christian Hood				
<b>Main Phone:</b>	907-322-4962	<b>Cell Phone:</b>	907-322-4962		
<b>Email:</b>	akgoodcannabis@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:

Pursuant to 3 AAC 306.710, GOOD plans to implement a detailed and thorough Security Plan. Persons with authorized access to the retail marijuana facility ("facility") and designated limited and restricted access areas are clearly defined. GOOD will secure and monitor access to the facility through the installation and use of a highly secured access control system. GOOD will utilize a stand-alone surveillance system to provide continuous monitoring and surveillance. Entry through a public entrance door and a minimum of two additional locked doors is necessary to reach any room where marijuana products are present. Emergency door systems are connected to access control and alarms systems that will produce an audible alarm upon door opening. Inter-system connectivity will exist for alarm, access control and surveillance systems. GOOD will require a recurring annual third-party audit for the re-evaluation and analysis of all installed physical security. Security measures to protect the premises and agents include identification badge policies and procedures. Agents are issued identification badges by GOOD, which are required for entering and exiting the facility and while on the premises. GOOD's proposed retail marijuana facility design consists of a security and check in area, which will be physically and securely segregated from the remainder of the licensed premises, including the retail marijuana facility service area. The security/check-in room is where customers will be confirmed as eligible to purchase from the retail marijuana facility before being escorted by a registered retail marijuana facility agent. All visitors will be logged in and out of a digital visitor management system, which will be available for inspection by AMCO at all times. Outside vendors, contractors, and visitors will obtain an identification badge prior to entering a limited access area and will be escorted at all times by an agent authorized to enter the restricted access area. Agents are required to immediately report security breaches and incidents of non-compliance to the facility manager, or if necessary, the appropriate law enforcement agency. The following signage posted at the facility will be no less than 12" x 12", with lettering at least one-half inch in height in high contrast to the background of the sign, and will include 1) no less than five "NO LOITERING. Violators will be prosecuted." signs; 2) no less than five signs throughout the site and premises that state, "NO TRESPASSING. VIOLATORS WILL BE PROSECUTED."; and 3) no less than five signs throughout the site and premises that state, "VIDEO RECORDING IN PROCESS. ALL CUSTOMERS, VISITORS, AND EMPLOYEES ARE MONITORED AT ALL TIMES."; 4) at every entrance, "NO ONE UNDER 21 YEARS OF AGE ALLOWED." The following signage posted at the facility in areas visible to the consumer and will be no less than 11" x 14", with lettering at least one-half inch in height in high contrast to the background of the sign: 1) "CONSUMPTION OF MARIJUANA IN PUBLIC IS PROHIBITED BY LAW", 2) "TRANSPORTATION OR CARRIAGE OF MARIJUANA OR MARIJUANA PRODUCTS ON ALASKA WATERWAYS, INCLUDING CRUISE SHIPS, OR BY AIR CARRIER IS PROHIBITED BY FEDERAL LAW", 3) "TRANSPORTATION OR SHIPMENT OF MARIJUANA OR MARIJUANA PRODUCTS OUTSIDE THE STATE OF ALASKA IS PROHIBITED BY FEDERAL LAW", 4) "POSSESSION OR USE OF MARIJUANA OR MARIJUANA PRODUCTS ON FEDERAL PROPERTY IS PROHIBITED BY FEDERAL LAW"

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

Pursuant to 3 AAC 306.710, GOOD will ensure that all areas of restricted access are marked by a sign that says, "Restricted Access Area. Visitors must be escorted." GOOD shall limit the number of visitors to not more than five (5) visitors of each licensee or agent of the licensee who is actively engaged in supervising those visitors. GOOD will utilize a visitor access control and verification system that includes security measures to ensure when visitors are admitted to a non-public area of the premises they are logged in and out. A retail marijuana facility agent ("agent") admitting a visitor to a non-public area on the premises of the licensed retail marijuana store ("facility") will utilize a digital visitor management system ("VMS") to document the date and time of entry and egress of the visitor, the visitor's full name, photocopy of the visitor's government-issued identification card, a real-time photo of the visitor, the reason for visit, the escorting agent's identification card number and a signature of the visitor acknowledging the rules and regulations regarding their time on the licensed premises. All VMS records will be kept for a minimum of five (5) years in restricted access records storage on- and off-site. An agent will also ensure that the identification meets all the standards, pursuant to 3 AAC 306.350. All visitor log records will be kept for a minimum of five (5) years in restricted access records storage located on and off-site. GOOD will ensure that all visitors of the facility will sign in to the VMS and acknowledge they are subject to GOOD policies and procedures conforming to rules and regulations in regards to being accompanied by the licensee or agent at all times while on the licensed premises. The VMS procedure strictly states that all visitors on the premises of the licensed retail marijuana facility will be continuously accompanied and supervised at all times by a trained agent who is the pre-assigned, authorized host. Unauthorized visitors and those visitors not following applicable rules and regulations will be asked to leave the premises immediately. The assigned agent must confirm within the VMS that they will follow and comply with all rules and regulations to continuously visually supervise the authorized visitor. At no point in time will an agent lose visual sight from an authorized visitor.

Upon logging in, authorized visitors will obtain a visitor badge that will be worn on their person above waist level and visible at all times while on the licensed premises. The agent continuously visually monitoring visitor will serve as escort until individuals are ready to exit the premises of the licensed retail facility. When exiting, the host agent is responsible for ensuring each visitor completes the visitor log sign out and returns the visitor badge.



**Alaska Marijuana Control Board**

**Form MJ-01: Marijuana Establishment Operating Plan**

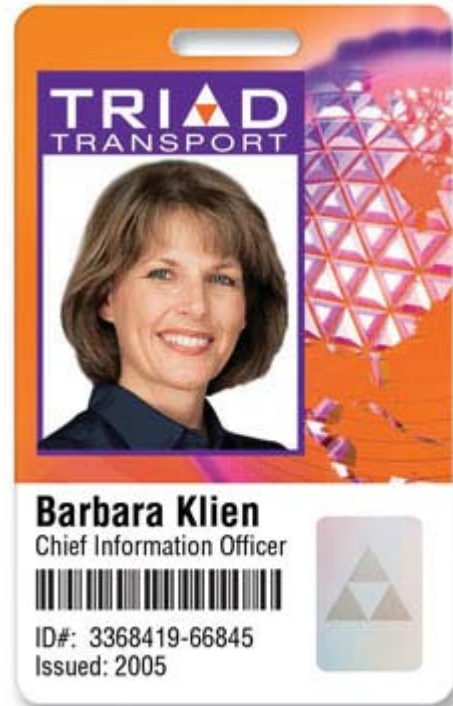
**Describe your recordkeeping of visitors who are escorted into restricted access areas:**

Pursuant to 3 AAC 306.720, GOOD will utilize a digital visitor management system (“VMS”), which will integrate with the access control and surveillance systems and document the date and time of entry and egress of the visitor, the visitor’s full name, photocopy of the visitor’s government-issued identification card, a real-time photo of the visitor, the reason for visit, the escorting retail marijuana agent’s (“agent”) card number and a signature of the visitor acknowledging rules regarding their time on the licensed premises.

GOOD will ensure that all records related to visitor access to non-public areas will be securely stored and maintained for a minimum of five (5) years. To ensure the safety of all logs and records, GOOD will keep duplicative copies of documents on and off-site in restricted access digital storage. GOOD will ensure these records can be made available to AMCO and law enforcement immediately upon request. Each visitor will be required to identify themselves and the reason for their visit. If it becomes clear that the visit was unannounced or unauthorized, the visitor will be asked to leave the premises. An agent will be required to verify that the valid government-issued identification card matches the visitor, the government-issued identification card is not expired, and ensure the authenticity of the government-issued identification card. An agent will issue a visitor badge to an authorized and approved visitor and instruct each visitor to wear the assigned badge around their neck in a manner that ensures the badge is visible at all times. Before issuance of the badge, an agent will firmly explain that the badge is property of GOOD and must be returned before leaving the premises. An agent will record in the VMS, the date and time a visitor was authorized for an escorted visit at the facility, visitor name, visitor badge number, explanation and reason for visit, and visitor signature confirming all information is accurate and correct. The authorizing agent will verify and sign within the VMS confirming all visitor information has been properly documented in accordance with GOOD’s recordkeeping policies and procedures. Confirmation includes acknowledging responsibilities associated with escorting an authorized and approved visitor a GOOD’s facility. Upon the visitor leaving the premises, the escorting agent will record the time out within the VMS and collect the visitor badge prior to the visitor leaving the retail marijuana facility. VMS records will be stored in a secure location on and off-site for a minimum of five (5) years.

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

Pursuant to 3 AAC 306.710, GOOD retail marijuana agent (“agent”) badges (see example below) will be required to be displayed at all times while the employee is on the licensed premises. The agent’s badge will include a full color photograph of the employee, first and last name, position title, internal identification number, issue date, and be color-coded to designate access level of the employee.





**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:**

Pursuant to 3 AAC 306.715, GOOD will install security lighting within facility, at entry and egress points and around the building and site perimeters, such that surveillance footage recorded will provide clear images that are useful to law enforcement. Intruders will be discouraged from attempts to gain access to the retail marijuana facility through proper illumination at entry points, making detection much more likely. Light glare will be directed outward toward the direction of a would-be intruder. Fixtures will be high-lumen and vandal-resistant. Redundancy and lamp overlap will be provided so that a single lamp outage does not result in a dark spot vulnerable to intrusion. Enhanced security lighting will avoid light that is "too bright" and creates blinding glare or deep shadows. LED lights will be used due to their reliability and whiteness in color, aiding in clear video identification. All security lighting will be equipped with an internal auxiliary 48-hour battery backup power supply.

Light trespass will be limited so as not to interfere with vehicular traffic, neighbors, and adjacent properties. Security lighting will illuminate all exterior areas of the facility site, the exterior of the building, and parking areas and will be installed in accordance with the following light levels on the horizontal plane at ground level:

1. Perimeter of outer area - 0.2 foot candles (fc)
2. Perimeter restricted area - 0.4 fc
3. Vehicle entrances and access control point - 5.0 fc
4. Parking lots - 2.0 fc
5. Pedestrian entrances - 2.0 fc
6. Area between building and fence - 1.0 fc
7. Sensitive inner structures - 1.0 fc
8. Entrances and active - 10.0 fc
9. Open yards - 2.0 fc

GOOD will maintain a motion-activated video surveillance recording system at the premises that records all activity in images of high quality and high resolution capable of clearly revealing facial detail. Lighting levels will be designed to provide a light to dark ratio at 4:1 and reflectance will be maximized for visual acuity.

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

Pursuant to 3 AAC 306.715, GOOD will ensure the integrated security access control, surveillance and intrusion alarm detection systems are continuously monitored and functional at all times. All alarm points will be armed 24-hours, 365 days per year and monitored by a UL2050 central station via a GSM connection. The alarm operator will contact authorized users who are on the call list and as necessary law enforcement to report all alarm conditions. Surveillance cameras will record all building and site perimeter areas, entrances and exits to the premises, and 100% of interior floor space with the exception of restrooms and locker rooms.

GOOD will ensure the security system will monitor smoke and fire detection and all detectors will be installed in accordance with regulations established in National Fire Protection Association 72 and will detect one or more elements of combustion, heat, invisible smoke particles, and water vapor. Detectors will connect to an automatic fire alarm system integrated with the security system. Upon detection of smoke or fire the audible alarm and secure notification system will activate automatically. GOOD will ensure the integrated security system will be capable of detecting power loss and remaining operational in the event of power supply deficiencies. Security systems will be equipped with an internal auxiliary 48-hour battery backup supply.

An intrusion alarm system will protect the retail marijuana facility and is described herein, pursuant to 3 AAC 306.715. Retail marijuana agents will be trained by the retail marijuana store manager on the use of the intrusion alarm system, including arming and disarming the alarm system, the armed settings, the location of motion and wired door sensors, the location of fixed panic alarm buttons, and accidental activation procedures. The intrusion alarm system will, at a minimum:

1. Provide coverage of all entrances and exits and sensitive interior spaces, including the secure product storage room;
2. A silent panic alarm, which is activated by a button, connected to the intrusion system, and signals a life threatening or emergency situation requiring law enforcement response;
3. Include an audible intrusion alarm, signaling a break in or unauthorized entry, which contacts management personnel when the alarm is triggered and, if not triggered by accident, subsequently notifies local law enforcement;
4. Include a notification system, which provides an audible, text, and visual notification of facility power failure and alerts the retail marijuana store manager immediately via text message;
5. Includes a notification system that alerts the retail marijuana store manager by text message if any emergency exit door is opened; and
6. Have the ability to remain operational during a power outage and ensure all access doors and wired door sensors are not solely controlled by an electronic access panel, such that maglocks and wired door sensors remain operational during power outage.

**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:**

Pursuant to 3 AAC 306.715(b)(2), the security intrusion alarm detection system ("IDS") will protect the retail marijuana facility by providing coverage at all perimeter entry points and portals, which will be armed and monitored 24-hours, 365 days per year by a UL 2050 certified central station. All exterior entry doors will be provided with card access, with a valid card reader that will shunt the alarm for authorized entry. The IDS will each be equipped with an internal auxiliary 48-hour battery back-up power supply. The Honeywell Intrusion Alarm system and Honeywell GSM Communicator are the core components of the intrusion alarm system to be installed in the retail marijuana facility location. A number of sensors will be installed and integrated with the system. Acoustic glass break detection sensors will be installed at all window locations and will alarm if glass is broken. Wired door sensors will be installed on all entrances and exits to the building, including emergency exits. In addition to the wired door sensor, each emergency exit will be equipped with a Trident anti-pry multi-point locking device and will produce an audible alarm any time the door is opened, whether the intrusion alarm system is armed or disarmed. The alarm system will be triggered if any perimeter door is opened while the system is armed, and the status of all perimeter doors can be remotely monitored by the retail marijuana store manager while the system is unarmed. Passive infrared motion sensors will be installed in all hallways and sensitive interior spaces. The system includes an audible intrusion alarm and a secure and continuously monitored notification system. The UL2050 central station will notify the assigned personnel about each alarm received and contact the police department as required. The IDS will communicate via Honeywell GSM communicator. The floor plan will be imported into the alarm monitoring system showing the exact location of all alarm points. Each alarm has surveillance camera coverage. The Honeywell Intrusion Alarm system has two different armed settings. The "stay" setting arms perimeter entry and exit doors, but not motion sensors. If the intrusion alarm system is set on "stay", the alarm will be triggered if any perimeter door is opened, but movement within the facility will not prompt alarm activation. This setting allows personnel to secure the building's perimeter from intruders yet remain able to move about the interior of the building to conduct work activities without triggering the alarm on the basis of motion. The "away" setting arms perimeter entry and exit doors as well as motion sensors. When the intrusion alarm system is set on "away", as it will be each evening when all personnel leave the premises, the alarm will be triggered if any perimeter door is opened and if any motion is detected in the building's interior. Whether set on "stay" or "away", when the intrusion alarm is triggered, an audible alarm will sound and the Honeywell GSM Communicator will deliver a signal to the network control center. The control center will contact the Security Director to investigate the cause of the alarm, and if the person contacted cannot explain the cause of the alarm, local law enforcement will be contacted immediately. The retail marijuana store manager will only provide instructions for activation and deactivation to the minimum number of personnel necessary, which will generally be restricted to the facility managers.



## Alaska Marijuana Control Board

# Form MJ-01: Marijuana Establishment Operating Plan

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

GOOD will train all agents on security provisions as part of the Anti-Diversion Plan, including the comprehensive loss prevention and anti-diversion strategy to ensure marijuana produced by GOOD is only dispensed to approved customers. Agents are required to complete and pass a series of tests, complete a biannual training course administered by the Compliance Committee, and continuously receive up-to-date training provided to encourage and practice industry best standards related to detecting, preventing, investigating and reporting diversion. GOOD policy requires control and security over inventory that will be tracked using METRIC, the creation of strict divisions of duties and implementation of oversight procedures developed by management to prevent diversion. GOOD will train and educate agents on detecting losses or diversions caused by either internal or external parties with direction on observation, identification and documentation of activities related to losses or diversion. Agents will be trained to identify indicators of diversion, including: splitting of orders, deviations from company policies and procedures, suspicious behavior, exterior site surveillance, and other indications of planned diversion. Agents will be trained on determining whether activity or incidents constitute an emergency or a non-emergency response procedure, how to act upon all necessary and responsible actions, and to follow the directions of supervisors, emergency responders, and other authority figures. Agents will report any suspicion of diversion to the store manager immediately as a condition of employment. Training on security provisions relating to the strategy include inventory management and control, using the Automated Data Processing System for inventory tracking, audit and verification, ensuring proper packaging and labeling, and following security protocols. Any occurrence of diversion of marijuana will be handled in accordance with the comprehensive loss prevention and anti-diversion strategy. The store manager will be the first point of contact and will forward all known information in a report to the Executive Management Team for investigation and reporting to the AMCO and appropriate law enforcement agencies. Additionally, all sensitive transactions related to the receiving, transportation and sale of marijuana and associated products will require verification by two agents. Each agent must confirm by signature the accuracy of the delivery invoice, identification numbers, number of containers, the total inventory count, and the accuracy of the entry of the inventory into the ADPS in accordance with the Inventory Control Plan. Weekly inventory audits will be performed and all marijuana and marijuana products awaiting disposal will be stored in a secured and locked container, recorded and disposed of in accordance with 3 AAC 306.740. Supply-chain security is designated as a primary job duty of all managers, reinforcing a company-wide culture of responsibility. In accordance with 3 AAC 306.715 (c)(1), diversion prevention policies are provided herein. GOOD has established a comprehensive loss prevention strategy focused on anti-diversion and prevention of breaches in product security. All agents are required to have a comprehensive knowledge of the diversion prevention measures. In the event of theft or loss from GOOD, all GOOD agents are required to immediately report the incident to the Compliance Committee, which will contact AMCO and local law enforcement. All marijuana and marijuana products within GOOD facilities will be stored in a safe within a restricted access secure product storage room in order to prevent diversion. The area in which marijuana or marijuana products are stored will have 24-hour surveillance, and will be protected from unauthorized entry via the access control system and securely locked at all times.

### Describe your policies and procedures for preventing loitering:

Pursuant to 3 AAC 306.715, GOOD will post signs around the facility that are no less than 12" x 12", with letters at least one-half inch in height in high contrast to the background of the sign, which will read, "NO ONE UNDER 21 YEARS OF AGE ALLOWED" and, "NO LOITERING. Violators will be prosecuted." The signs will be located on the exterior of the retail marijuana store ("facility") in the parking area, and at all entry points.

All retail marijuana store agents ("agents") will be trained to identify suspicious activity and loitering and anyone loitering will be asked immediately to leave. Every agent is responsible for reporting suspicious activities and persons to their designated manager, who will notify law enforcement when a potential risk is identified. Should the person leave before the law enforcement officer's arrival, the manager will note the time to retrieve surveillance records, and record a description of the suspect and his/her vehicle for possible police use. Examples of suspicious activity could involve coworkers, customers, vendors or unknown persons and include any persons monitoring business operations; persons asking about closing times, volume of business, the amount of money on hand, etc.; persons who appear to loiter in the area examining the business layout and operations; and persons waiting for a lull in activity.

GOOD will install security lighting within facility, at entry points and around the building and site perimeters, so that surveillance camera footage will provide clear images that are useful to law enforcement. Fixtures will be high-lumen, vandal-resistant and will be installed high and out of reach. Redundancy and lamp overlap will be provided so that a single lamp outage does not result in a dark spot vulnerable to intrusion. Enhanced security lighting will avoid light that is "too bright" and creates blinding glare or deep shadows. LED lights will be used due to their reliability and whiteness in color, aiding in clear video identification. All security lighting will be equipped with an internal auxiliary battery backup power supply and will be connected to an onsite natural gas generator system that immediately activates upon power supply deficiencies.

GOOD will maintain a motion-activated video surveillance recording system at the premises that records all activity in images of high quality and high resolution capable of clearly revealing facial detail. Cameras will be located below light sources to maximize the quality of facial detail and body images and to avoid backlighting, glare and physical obstructions.

### 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:

Pursuant to 3 AAC 306.715, GOOD will implement additional security devices, including motion detectors, duress, panic, and hold up alarms, and other devices to enhance the security of retail marijuana store ("facility"). GOOD will maintain a motion-activated video surveillance recording system at the premises that records all activity in images of high quality and high resolution capable of clearly revealing facial detail. Cameras will be located below light sources to maximize the quality of facial detail and body images and to avoid backlighting, glare and physical obstructions. The Color Rendering Index of all cameras will be 80% for accurate image reproduction for identification of colors. Lighting levels will be designed to provide a light to dark ratio at 4:1 and reflectance will be maximized for visual acuity.

The video surveillance recording system at the premises will operate 24-hours a day, 365 days a year, will be equipped with an internal auxiliary 48-hour battery backup supply and be connected to an onsite natural gas generator that immediately activates upon power loss. The Security Director will be automatically notified upon power loss and ensure that all backup systems are functioning as intended. The motion-activated video surveillance recording system will provide a date and time stamp for every recorded frame. Archive video will be watermarked to ensure authentication of video. The Security Director will regularly review to ensure the embedded date and time stamps are accurate in the system.

GOOD will ensure the security alarm system will include panic alarm devices mounted at convenient, readily accessible locations throughout the licensed premises. Panic alarm devices will be located in the secure product storage, administrative areas, in close proximity to heavy traffic areas within the licensed premises, throughout corridors and in designated safe harbor rooms as determined by the Security Director and GOOD security consultants based on the results of a risk analysis, threat assessment, and a vulnerability assessment. Management level agents will also be equipped with personal panic alarm devices on a lanyard to carry on their person at all times while on the licensed premises. All panic alarm devices will be monitored by the UL 2050 central station. The UL2050 alarm monitoring instructions will be to contact law enforcement immediately upon receiving a panic alarm. All panic alarm devices trigger the security intrusion system, silently allowing agents to discreetly contact the retail store manager, executive management team and local law enforcement agencies. The security alarm system includes an audible intrusion alarm, a mobile application for remote monitoring, and a secure notification system. The audible intrusion alarm will signal unauthorized entry and contact the retail marijuana store manager when the alarm is triggered and, if not triggered by accident, subsequently notifies local law enforcement agencies. Local law enforcement agencies will be contacted in accordance to the Underwriters Laboratories, Standard for Installation and Classification of Burglar and Holdup Alarm Systems Section 681. All retail marijuana store agents will be trained on the proper use of panic alarm devices, which may only be used in the event of a life-threatening or serious emergency situation. Facility maps will be mounted throughout the retail marijuana facility showing the location of panic alarm devices to familiarize agents with their locations. Periodically, the executive management team will initiate random and unannounced mock security breach exercises in tandem with the UL2050 central station to test agent response to alarm initiation.



**Alaska Marijuana Control Board**

**Form MJ-01: Marijuana Establishment Operating Plan**

**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:**

Pursuant to 3 AAC 306.715, GOOD will employ a series of training requirements that all registered retail marijuana store agents ("agents") must complete in order to ensure best practices related to agent safety, product security and facility security. GOOD will train all staff on security provisions, including, but not limited to, premises, transportation and organization security, the comprehensive loss prevention and anti-diversion strategy, access control, inventory control, unpredicted alarm notifications to law enforcement, security breaches, and use of the electronic, alarm, and video surveillance security systems. GOOD policy requires the implementation of strict organizational security measures and controls. The Retail Marijuana Store Manager and members of the Executive Management Team will receive training and the training will be tailored to the roles and responsibilities of the job function of each agent. New agent orientation includes a summary overview of all training modules and a review of the Onboarding and Training Manual ("O&T Manual"). The O&T Manual provides in-depth information on facility security policies and procedures and outlines mandatory training, including company security provisions and the loss prevention and anti-diversion strategy. Each agent must receive, read, and acknowledge their understanding of the material covered in the O&T Manual. As a condition of employment, all staff are required to report any suspicious activity or security concerns to the Retail Marijuana Store Manager immediately. Additionally, all staff are responsible for following standard operating procedures during the event of an automatic or electronic notification system alert to local law enforcement.

The Retail Marijuana Store Manager will train all staff to activate and deactivate the intrusion alarm system in the event of an unpredicted security breach. The Retail Store Manager will only provide the system code and instructions for activation and deactivation to the necessary personnel, which will generally be restricted to select retail marijuana facility assistant managers and members of the Executive Management Team. In addition, agents will be trained on the use of panic alarm buttons mounted at convenient, readily accessible locations throughout the licensed premises. Agents will also be provided with additional panic alarm devices, which may be worn on lanyards and used to set off a silent alarm in an emergency situation.

Agents must also participate in situational role-playing developed to thoroughly mimic the variety of possible security breaches and incidents. GOOD's policies ensure that all unauthorized breaches will be recorded and documented appropriately. A summary of the unauthorized breach providing a general description of events, approximate timelines, the parties involved, resolution of the emergency, external notifications required and recommendations for prevention and remediation will be developed immediately after a breach. Additionally, a description of emergency events indicating specific timelines, persons involved, hours spent on various activities, impact to affected parties, ensuing discussions, decisions and assignments made, problems encountered, successful and unsuccessful activities, notifications required or recommended, steps taken for containment and remediation, recommendations for prevention and remediation (short-term and long-term), identification of policy and procedure gaps, results of post-emergency review will be executed by all relevant staff.

**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
<b>Each restricted access area and each entrance to a restricted access area</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Both the interior and exterior of each entrance to the facility</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Each point of sale area</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Each video surveillance recording:	Yes	No
<b>Is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Clearly and accurately displays the time and date</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Is archived in a format that does not permit alteration of the recorded image, so that the images can readily be authenticated</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



**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:**

Pursuant to 3 AAC 306.720, GOOD will ensure the integrated security access control, surveillance and intrusion alarm detection systems are continuously monitored and functional at all times. All alarm points will be armed 24-hours a day, 365 days a year and monitored by a UL2050 central station via a GSM connection. The alarm operator will contact authorized users who are on the call list and as necessary law enforcement to report all alarm conditions. Surveillance cameras will record all building and site perimeter areas, entrances and exits to the premises, and 100% of interior floor space with the exception of restrooms and locker rooms. All systems will have an internal auxiliary 48-hour battery backup supply.

GOOD will maintain a motion-activated video surveillance recording system at the premises that records all activity in images of high quality capable of clearly revealing facial detail. Cameras will be located below light sources to maximize the quality of facial detail and body images and to avoid backlighting, glare and physical obstructions. The Color Rendering Index of all cameras will be 80% for accurate image reproduction for identification of colors. Lighting levels will be designed to provide a light to dark ratio at 4:1 and reflectance will be maximized for visual acuity. Pre and post record for 15 seconds will occur for such an alarm. Doors into these areas will all have access control that determines who and when these doors can be entered. Only vetted and authorized personnel will have access to these areas.

GOOD's security surveillance system will be configured to capture all entrance to and exits from the facility, including loading dock entrances, at a distance no less than 20 feet from the perimeter of the licensed premises. Each camera will be mounted, providing a full profile view a person who exits through an alarmed door or through forcible entry from the outside. The camera system will have video loss detection and will alarm if the camera view is blocked. The surveillance system will integrate with the associated door alarm. These system images will provide detailed facial images and other characteristics such as hair color, clothing type and height. Site entrance and loading dock cameras will capture vehicle make, model and license plate number.

**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:**

Pursuant to 3 AAC 306.720, GOOD will ensure all security system equipment and recordings are maintained in a secure location so as to prevent theft, loss, destruction and alterations. The monitors and DVRs used for on-site video surveillance viewing and storage will be located in a restricted access security enclosure within the DVR and Records Storage Room, protected by an access control card reader on the door that allows only a limited number of authorized persons, including the Retail Marijuana Store Manager and Executive Management Team, to gain access. Access to the DVR and Records Storage Room where all surveillance equipment and on-site recordings are located will be limited to personnel who are essential to surveillance operations, law enforcement officials as necessary, security system service personnel, AMCO and other persons authorized by AMCO. A list of currently authorized GOOD personnel and service personnel that have access to the DVR and Records Storage Room will be available to the AMCO upon request. Any authorized third-party who must access the DVR and Records Storage Room must be escorted by the Retail Marijuana Store Manager or his/her designee at all times. All access to the DVR and Records Storage Room will be recorded on camera and by the access control system, and all access to the DVR lock box will be recorded on the Surveillance System Access Log. Surveillance footage of access to the restricted access DVR and Records Storage Room will be maintained separately off-site, which adds an extra layer of protection and ensures that if all on-site surveillance recordings are destroyed, the Executive Management Team will still have access to security room surveillance footage for the purpose of investigation. In accordance with 3 AAC 306.720(e), the video recordings will be available to the Alaska Marijuana Control Board for no less than 40 days in a format that can be easily accessed for viewing. Onsite surveillance equipment will be stored in a locked, tamper-proof compartment inside the DVR and Records Storage Room, with access only provided to the executive management team and the Retail Marijuana Store Manager.

**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:

Pursuant to 3 AAC 306.755, in addition to the restricted DVR and Records Storage Room on-site the licensed premises, all records pertinent to the operation of the retail marijuana facility, including but not limited to, those related to production operations, compliance, security, retail marijuana agents, inventory, transportation, recall and withdrawal, and analytical testing, will be stored as duplicates at a secure, off-site storage location, which will be protected by the primary security alarm system the second, independent security alarm system. Records related to inventory tracking, transportation and distribution will also be digitally maintained by the cloud-based automatic data processing/point-of-sale system. All required records will be retained for at minimum five (5) years and will be made available to the AMCO immediately upon request. Secure records storage areas can only be accessed by the Executive Management Team.



**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

All marijuana delivered to a marijuana establishment will be weighed on a scale certified in compliance with 3 AAC 306.745

**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:**

Pursuant to 3 AAC 306.730, the Inventory Manager is assigned responsibility for oversight of all inventory management activities and for implementing and enforcing the contained policies and procedures. GOOD will use METRIC to track all marijuana and marijuana product. The Retail Store Manager and Inventory Manager will work collaboratively to assure that inventory is tracked from seed to sale, counted and recorded at required intervals, and that any discrepancies are reported to the appropriate authorities.  
GOOD has selected a marijuana-industry-specific automatic data processing/point-of-sale system, MJ Freeway, as the electronic inventory control system for marijuana and marijuana products. MJ Freeway will be used for inventory management and control purposes in the retail marijuana facility in accordance with 3 AAC 306.730. MJ Freeway is able to create a PDF, exported inventory record that is to be consolidated and can be submitted to the state inventory tracking program, METRC. The Inventory Control Manager will reconcile any inventory each morning before beginning any work at the retail marijuana facility and again in the evening before leaving the facility for the day.  
MJ Freeway is a real-time, seed to sale inventory management system that can track marijuana throughout operations. The program can track plants in any phase of development, track products in development, track finished products as they are shipped or transferred, waste or disposal, and final sales to customers. The GramTracker feature allows GOOD's retail marijuana facility to manage customer profiles, create real-time inventory and pricing in an online menu for customer convenience, and save documents in a cloud based system for record retention and access. There are also built-in reports and robust reporting, including bulk items, employees, inventory, orders, customers, products, and registers. Additional features for compliance and reporting include timeclocks for employees, user roles and permissions, integrated testing results, and executive dashboards for the Retail Marijuana Store Manager and the Executive Management Team.



**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:**

Pursuant to 3 AAC 306.320, GOOD will ensure that each retail marijuana agent (“agent”) who is required or permitted to be physically present at the licensed premises at any time will obtain a marijuana handler permit the AMCO’s office upon the applicant submitting all the required documents including course certificate to the AMCO office (after completing a licensed marijuana handler class). The retail marijuana facility will also ensure that the marijuana handler permit card is in the person’s immediate possession or a valid copy is on file on the premises at all times while the employee is present. The marijuana handler permit class, as detailed in 3 AAC 306.700(b), will ensure that the employee will know the effects of consumption of marijuana and marijuana products, how to identify a person impaired by consumption of marijuana, how to determine valid identification, how to intervene to prevent unlawful marijuana consumption, and the penalty for an unlawful act by a licensee, an employee, or an agent of a marijuana establishment. Pursuant to 3 AAC 306.700, GOOD developed written standard operating procedures to promote Industry Best Practices. The Human Resources Manager and Retail Marijuana Store Manager are responsible for ensuring all standard operating procedures are reviewed by subject matter experts at least annually for accuracy and adherence to compliance and best practices. GOOD will employ a series of training requirements that all agents must complete in order to ensure a full understanding of GOOD policies and standard operating procedures, as well as other laws and regulations pertinent to the agent’s responsibilities. Agents are required to complete and pass a series of tests, complete a biannual training course administered by the Compliance Committee, and continuously receive up-to-date training provided by other managers and if necessary, third-party trainers, to encourage and practice industry best standards related to GOOD policies and procedures. No agent or consultant will begin working on-site prior to receiving an Alaska State approved Marijuana Handlers Card certification and all employees will be expected to maintain their certification current. Further agents and consultants will receive orientation training or when any required critical training is two weeks or more past due. All changes to laws and GOOD policies and procedures will be communicated to all Agents as soon as possible and an acknowledgment of understanding will be documented for each. New agent orientation includes a summary overview of all training modules and a review of the Onboarding and Training Manual (“O&T Manual”). All agents will receive a position specific O&T Manual, the GOOD Employee Manual, and attend and complete all new Agent orientation prior to commencing employment. Orientation is a formal welcoming process that is designed to make the new Agent feel comfortable, informed about GOOD, and prepared for their new position.



**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:**

Pursuant to 3 AAC 306.740, GOOD developed written standard operating procedures to promote good handling practices, including all aspects of waste products, and the control thereof. AMCO will be informed of all marijuana waste to be disposed within three (3) days prior to disposal. AMCO will be given 3 day notice before the marijuana waste is rendered unusable and disposed of. The Retail Marijuana Store Manager, in conjunction with the Executive Management Team and Inventory Manager, will implement a Waste Disposal Plan that is fully compliant with the Alaska Marijuana Control Board regulations and local laws. All marijuana waste generated from normal retail marijuana store facility activities, contamination, product expiration, or lack of suitability for human consumption will be securely stored, rendered unusable, and disposed of in an approved manner. Prior to disposal, marijuana waste will be securely stored in a locked compartment that is located in an area under video surveillance and kept quarantined from all usable marijuana products and marijuana plants in order to prevent contamination. Marijuana waste will be rendered unusable and returned to the secure storage location immediately after being rendered unusable. After being rendered unusable, mixed marijuana waste will be securely stored until it is transported by a local compost company, who will remove all destroyed green waste mixture from the licensed premises on a weekly basis for disposal by composting. The secure area used for the storage and mixing of marijuana waste will be securely locked and protected from unauthorized entry, other than during the time required to move or render marijuana unusable, or prepare mixed waste for transport to the specified disposal facility. Marijuana waste will be stored and disposed of in a manner that: minimizes the development of odors that could present a public nuisance; minimizes the potential for such waste to attract, harbor, or become a breeding place for pests; protects against contamination of marijuana, contact surfaces, other areas of the licensed premises, water supplies, site grounds; and prevents diversion, theft, or loss of marijuana waste; and ensures traceability through internal documentation and electronic tracking in the automatic data processing/point-of-sale system. The retail marijuana facility will produce quantities of sewage waste consistent with a facility with a similar size staff. The adequacy of the plumbing system will assure that no sewage or other liquid waste will contaminate areas surrounding the retail marijuana facility or the potable water line.

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

Pursuant to 3 AAC 306.740, GOOD will ensure all green waste is weighed and documented in the system prior to being transferred to the Secure Waste Storage. All green waste will be ground, rendered unusable and incorporated with non-marijuana, compostable waste until the mixture contains less than 50% marijuana plant material. GOOD will use Bokashi Compost to render all marijuana unusable. A local compost company will remove all unusable green waste mixture from the licensed premises on a weekly basis for disposal. It is GOOD’s policy that green waste may not be mixed with or disposed with other general solid waste produced at the facility, and will be managed separately. GOOD prohibits the destruction or disposal of marijuana waste in any manner other than specified herein. Improper destruction or disposal of any type of waste by a retail marijuana store agent is cause for termination as will be clearly detailed in the company’s operation manual and agent handbook.



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:**

Pursuant to 3 AAC 306.740, GOOD will implement best practices to streamline effective and responsible waste disposal procedures in an effort to prevent unauthorized diversion, misuse, product loss, or environmental contamination. All marijuana waste generated from normal retail marijuana store activities, excess acquisition, contamination, adulteration, product expiration, or lack of suitability for human consumption will be securely stored. GOOD will ensure all marijuana waste is weighed and documented in the automatic data processing/point-of-sale system prior to being transferred to the Secure Waste Storage. All marijuana waste will be ground, rendered unusable and incorporated with non-marijuana, compostable waste until the mixture contains less than 50% of marijuana plant material.

The Retail Marijuana Store Manager and Executive Management Team developed a unique set of standard operating procedures and best practices to ensure all marijuana waste is rendered unusable for any purpose which it was grown or produced before it leaves the retail marijuana store. Each retail marijuana store agent (“agent”) will receive training in order to ensure the proper disposal of marijuana waste is in accordance with GOOD’s policies. Agents or the Retail Marijuana Store Manager will inform the AMCO no less than three (3) days before disposal of any marijuana waste. AMCO will be given 3 day notice before the marijuana waste is rendered unusable and disposed of.

Each agent will be required to check the automatic data processing/point-of-sale system and relevant internal logs to determine the recordkeeping requirements for marijuana waste disposal. Each plant waste container containing marijuana waste will be individually weighed. Agents will properly store all marijuana waste after it has been recorded and documented to Secure Waste Storage. Non-marijuana waste will be added to ground marijuana waste until the mixture contains more than 50% of non-marijuana waste. Waste will be mixed using a Poly Scoop shovel to ensure the marijuana waste is rendered unusable and unrecognizable. Agents will properly secure storage containers once disposable content exceeds more than 50% of non-marijuana waste. The Waste Disposal Log and automatic data processing/point-of-sale system entries will be updated to meet GOOD’s recordkeeping requirements. Agents will sanitize and clean all supplies, equipment, and work surfaces that were exposed to marijuana and non-marijuana waste. The Retail marijuana store Manager will work closely with agents at the retail marijuana store facility to coordinate pick-up and disposal of all generated waste.



**Alaska Marijuana Control Board**

**Form MJ-01: Marijuana Establishment Operating Plan**

**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

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

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

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

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

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

The marijuana establishment will refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest



## 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:**

Pursuant to 3 AAC 306.750, GOOD requires all final packages containing marijuana to be recorded within the automatic data processing/point-of-sale system and assigned a unique package number at the time of sealing, which will be printed on a label affixed to the package along with all product information required by AMCO, including the date and time of the sealing of the package for shipment. All packages will clearly indicate the name and signature of the GOOD agent who prepared and sealed the package for shipment, the time of sealing, which will be printed on a label affixed to the package, the name and address of GOOD's licensed facility where the package was sealed for shipment, and the shipment identification number of the package.

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

Pursuant to 3 AAC 306.750, it is GOOD's policy that all marijuana and marijuana products being received are maintained in a locked, opaque storage container that has a separate key or a combination pad and has GPS tracking capabilities. These shipping containers must be bolted to the interior of the transportation vehicle, which will be an opaque, non-descript cargo van. GOOD will require proprietary secure steel shipping containers to store marijuana and marijuana products throughout all transportation activities. These secure shipping containers are designed and manufactured specifically for the secure transport of marijuana and marijuana products and to exceed state regulatory requirements. These secure shipping containers are accessible only through programmable security codes, which will be created and programmed at the shipping facility prior to transport by the providing company's Transportation Manager or a transportation agent. This code will be delivered via secure electronic delivery service to GOOD's retail facility prior to delivery. The transportation agents will not have access to the security codes and are unable to open the secure shipping containers without a notification being sent to the Transportation Manager concerning a possible security breach. GOOD policy requires that each secure shipping container be equipped with a GPS and have tamper-evident tape applied over the access point of the container prior to transport. These secure shipping containers have a GPS function that restricts access to the shipping container unless the GPS registers that the shipping container is at the address of the intended destination location, even if the correct security code has been entered. Prior to transport, the Transportation Manager will program the shipping container with the destination address and the transportation agents will be unable to open the secure shipping containers until the destination is reached and the correct code is entered, providing an extra layer of security. The shipping containers are traceable using a secure mobile application that will provide the exact location of the shipping container and transport vehicle at all times.



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:

Pursuant to 3 AAC 306.360 in regards to the restriction on advertising of marijuana and marijuana products, the retail store will feature a sign at the entrance of the building no less than 12 inches long and 12 inches wide with lettering at least one half inch in height in high contract to the background of the signs that says, "NO PERSONS UNDER THE AGE OF 21 ALLOWED ON PREMISES."

Pursuant to 3 AAC 306.360(a), GOOD will also have no more than three signs visible to the general public from the public right-of-way, that identify the retail marijuana store by its business name (GOOD name and logo). Three signs (1 sign - 7.5' x 4', 4320 sq inches in area; 2 signs - 8'x 4', 4608 sq inches in area) will be attached to the outside of the licensed premises. The signs will in no way be designed to appeal to any person under the age of 21 or promotes the consumption of marijuana.

**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

Promotes excessive consumption

Represents that the use of marijuana has curative or therapeutic effects

Depicts a person under the age of 21 consuming marijuana

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





**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:

Pursuant to 3 AAC 306.350 and standard industry best practices, GOOD will utilize a combination of physical design features, technologies, and procedures to prevent unauthorized entry. The retail facility will operate from a preexisting structure. GOOD has engaged a local security firm to perform a risk analysis, threat and vulnerability assessments to incorporate methodologies based on Crime Prevention through Environmental Design (CPTED), which is a multi-disciplinary approach through environmental design that encompasses architectural security elements, electronic security systems, and organizational security elements. GOOD will secure and monitor access to facility through the installation and use of a highly secured access control system. The access control system will be used to monitor and record the movement of personnel onto the site, into the building and throughout the facility, and selectively allow and prevent access to restricted areas. Entry through a private entrance door and a minimum of two additional locked doors is necessary to reach any room where marijuana is present. All doors will be 18-gauge hollow metal with commercial-grade I, commercial locks. Exterior doors and restricted access entries will be equipped with electric strike and electronic access hardware that automatically lock. Emergency door systems are connected to access control and alarms systems that will produce an audible alarm if the door is opened. Inter-system connectivity will exist for alarm, access control and surveillance systems. Building features include adequate security lighting, barrier delay countermeasures, metal mesh guards over HVAC openings, and landscaping, which will be maintained to easily detect unauthorized activity and prevent concealment. GOOD will require a recurring annual third-party security audit for the re-evaluation and analysis of all installed physical security

It is GOOD's policy and state law that no persons under the age of 21 are employed or allowed to gain authorized access at the retail marijuana store facility. GOOD developed a Check-In Protocol to ensure all customers and visitors are required to present a valid government-issued identification card to confirm identity, age, and authenticity. GOOD will check for a government issued identification at the public entry to the retail store and again at the sales counter. Any person that do not meet the minimum age requirement of 21 years old will not be granted access.

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

*CHRISTIAN HOSD*

Printed name

Subscribed and sworn to before me this 16<sup>th</sup> day of February, 2017.



*(Handwritten signature)*

Notary Public in and for the State of Alaska.

My commission expires: 6/12/19



Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501

[marijuana.licensing@alaska.gov](mailto: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

---

(Additional Space as Needed):



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

### 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:	GOOD LLC	License Number:	12325		
License Type:	Marijuana Retail Store				
Doing Business As:	GOOD LLC				
Premises Address:	356 Old Steese Highway				
City:	Fairbanks	State:	ALASKA	ZIP:	99701



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

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

**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

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

Pursuant to 3 AAC 306.310 (a)(2), GOOD’s Retail Manager, in coordination with the Compliance Committee, will ensure that all retail agents (“agents”) are trained on and understand GOOD’s company policy regarding the handling of customers who appear to be under the influence of alcohol, inhalants, or a controlled substance. GOOD policy dictates that if an agent believes a customer is under the influence of alcohol, inhalants, or a controlled substance that they will inform the Retail Manager or other manager agent onsite to review the state of the customer in question. If the manager agent believes, in their professional opinion, that the customer in question is under the influence of alcohol, inhalants, or a controlled substance the manager agent will decline to sell to the customer.

In addition to the required Marijuana Handler Permit class, as required in 3 AAC 306.700, all agents will be trained by a third-party Drug Recognition Expert to identify drugged people and whether the effects they are displaying pose an immediate threat to the health and safety of other agents and customers and, if so, how to properly handle the situation. GOOD will require agents to remain composed at all times when identifying, interacting, and handling an intoxicated person and remain hyperaware of all actions and surroundings. GOOD requires all agents to respond efficiently and appropriately when an intoxicated person is present and to politely refuse service. If an intoxicated person is posing an immediate threat to anyone in the area, including themselves, the agent will immediately call 911.

Recognizing customers who may be abusing alcoholic beverages, inhalants, or controlled substances may be difficult at times, so agents will be trained to be cognizant of behaviors that may demonstrate abuse or instability. Agents must also be aware that any of these behaviors may be related to the mental or physical health of a customer, or a symptom of an illness. If a customer is clearly intoxicated (in a state of diminished physical and/or mental control), GOOD reserves the right to refuse service. Ultimately, an agent must use his or her best judgment when deciding to refuse a sale and may do so without fear of reprisal from executive management. Any GOOD agent must refuse to sell marijuana or marijuana products to any person whom 1) would exceed the allowable limit; 2) in the opinion of the agent would put the public at risk, without fear of management retribution; 3) they suspect may be diverting product; or 4) is under the influence of an alcoholic beverage, inhalant, or controlled substance. In each instance, the agent must notify a retail marijuana store manager immediately.



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

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

**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:

Pursuant to 3 AAC 306.315, GOOD’s retail marijuana store will have counter space between the retail agent (“agent”) within an employee-only area and the customer. All marijuana product displays will be located on a wall or within a secured counter on the employee side. Digital and print menus with product descriptions and pictures will also be provided to customers to review products available. All marijuana products available for purchase in the sales room will be secured on the agent side in locking counter space and out of reach of customers at all times. Orders will be assembled out of the reach of customers, who will not be provided access to the marijuana products until the agent provides it to them in a sealed exit package following the completion of the sale at the cashier station.



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

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

**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):**

Pursuant to 3 AAC 306.345, GOOD will implement a secure packaging and labeling control system to protect, monitor, and record packaged marijuana products, will ensure all packages containing marijuana products that leave the retail section of the licensed premises are opaque, resealable, tamper-evident, certified child-resistant and include a label for distribution to a customer that will not bear 1) any statement, image, or design that may not be included on the package pursuant to the regulations; or 2) any false or misleading statement or design on the package pursuant to the regulations.  
In accordance with 3 AAC 306.345, the label will not contain any printed images, including cartoon characters that specifically target persons under 21 years of age. The label will identify the retail marijuana store selling the marijuana product by name or distinctive logo and marijuana establishment license number. The label will state the total estimated amount of THC and other cannabinoids present in the product. The label will contain the statements: 1) "Marijuana has intoxicating effects and may be habit forming and addictive"; 2) "Marijuana impairs concentration, coordination, and judgment. Do not operate a vehicle under its influence"; 3) "There are health risks associated with consumption of marijuana"; 4) "For use only by adults twenty-one and older. Keep out of reach of children"; and 5) "Marijuana should not be used by women who are pregnant or breast feeding."  
Upon receipt of marijuana and marijuana products from a licensed cultivation facility, the Retail Marijuana Store Manager will ensure all products arrive packaged and labeled in accordance with 3 AAC 306.470, 3 AAC 306.475, 3 AAC 306.565 and 3 AAC 306.570. All products received, repackaged, and resold will be inspected to ensure that packaging meets all regulations, has not been tampered with, and will be entered into METRIC.

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

GOOD LLC  
This product contains mariiuana  
License Number - 12325  
Harvest Batch Number  
Harvest Date  
THC Total  
CBDA Total  
Microbial  
Residual solvents  
Net Weight  
Marijuana has intoxicating and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one or older. Keep out of reach of children. Marijuana should not be used by woman who are pregnant or breastfeeding.



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):

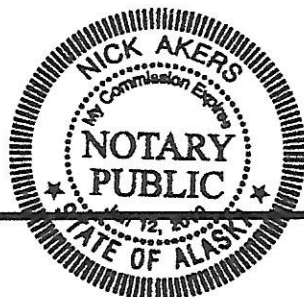
Pursuant to 3 AAC 360.350, GOOD's retail marijuana store agents ("agent"), under the supervision of the Retail Marijuana Store Manager, will require the customer to present a current and valid government-issued identification (Passport, US issued driver's license, US Federal or state identification issued by an authorized authority) prior to being allowed access to the retail marijuana store sales room to purchase marijuana. The agent will visually inspect the identification card and verify its authenticity and validity with a desktop VeriScan device and software capable of detecting fake and expired identification. In accordance with 3 AAC 306.350(b), valid forms of photographic identification include 1) an unexpired, unaltered passport; 2) an unexpired, unaltered driver's license, instruction permit, or identification card of any state or territory of the United States, District of Columbia, or a province or territory of Canada; 3) an identification card issued by a federal or state agency authorized to issue a driver's license or identification card. GOOD will ensure when a visitor is admitted to a restricted area of the licensed premises a retail marijuana store agent will retain within the digital visitor management system ("VMS") the date and time of entry and egress of the visitor, the visitor's full name, a copy of the visitor's government-issued identification card, a real-time photo of the visitor, the reason for visit, the escorting agent's identification card number and a signature of the visitor acknowledging the rules and regulations regarding their time on the licensed premises. All visitor VMS log records will be kept for a minimum of five (5) years in a restricted access records storage on- and off-site. Each agent, contractor and visitor must be in possession of an identification badge when on GOOD property and is responsible for the safekeeping of his or her badge. The purpose of the identification badge policies and procedures is to enhance the security and safety of GOOD agents, customers, physical and financial assets.

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

CHRISTIAN HOOD
Printed name

Subscribed and sworn to before me this 16th day of February, 2017.



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

My commission expires: 6/12/19





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

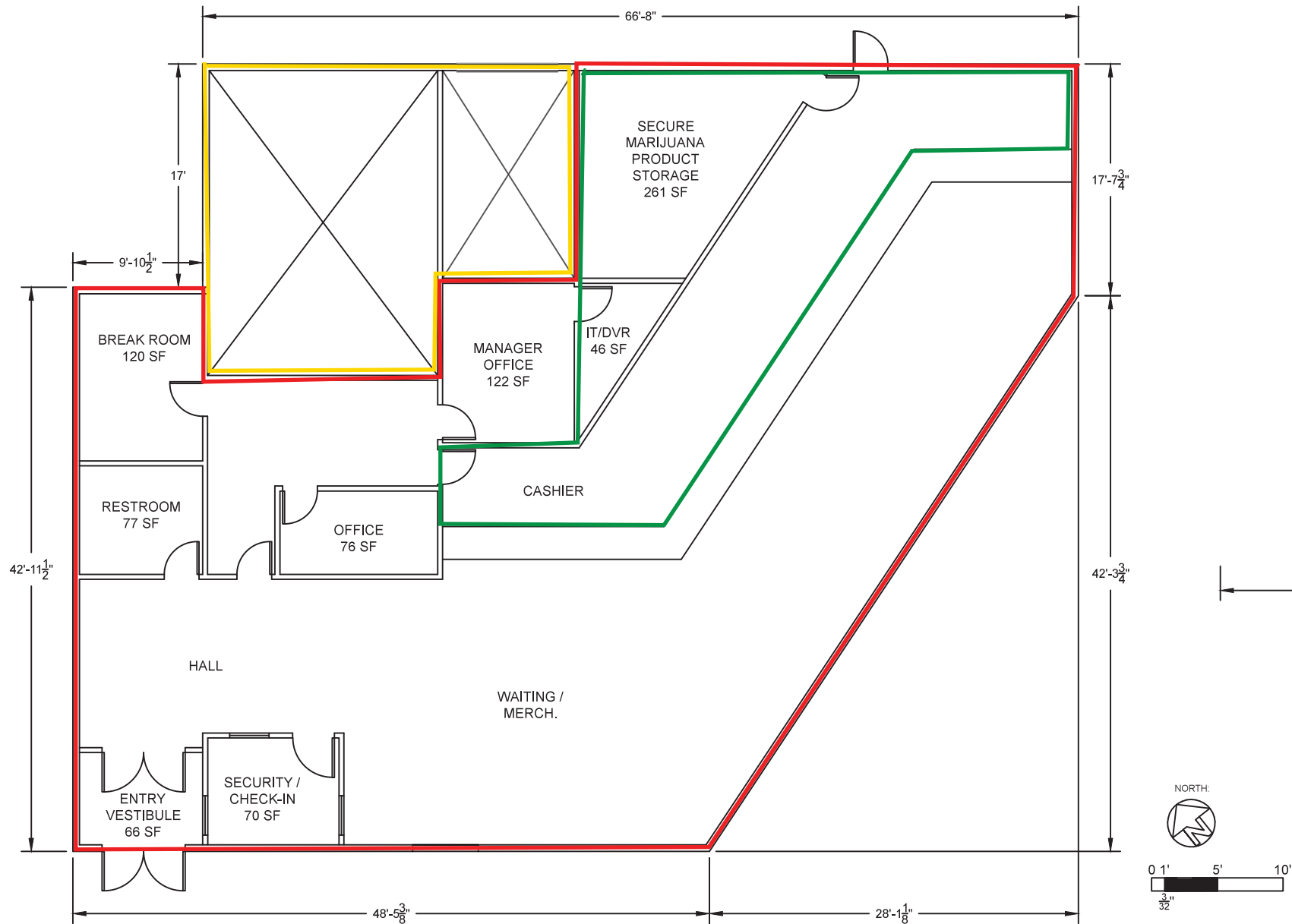
I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

## Section 1 – Establishment Information

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

Licensee:	GOOD LLC	License Number:	12325		
License Type:	Marijuana Retail Store				
Doing Business As:	GOOD LLC				
Premises Address:	356 Old Steese Highway				
City:	Fairbanks	State:	AK	ZIP:	99701

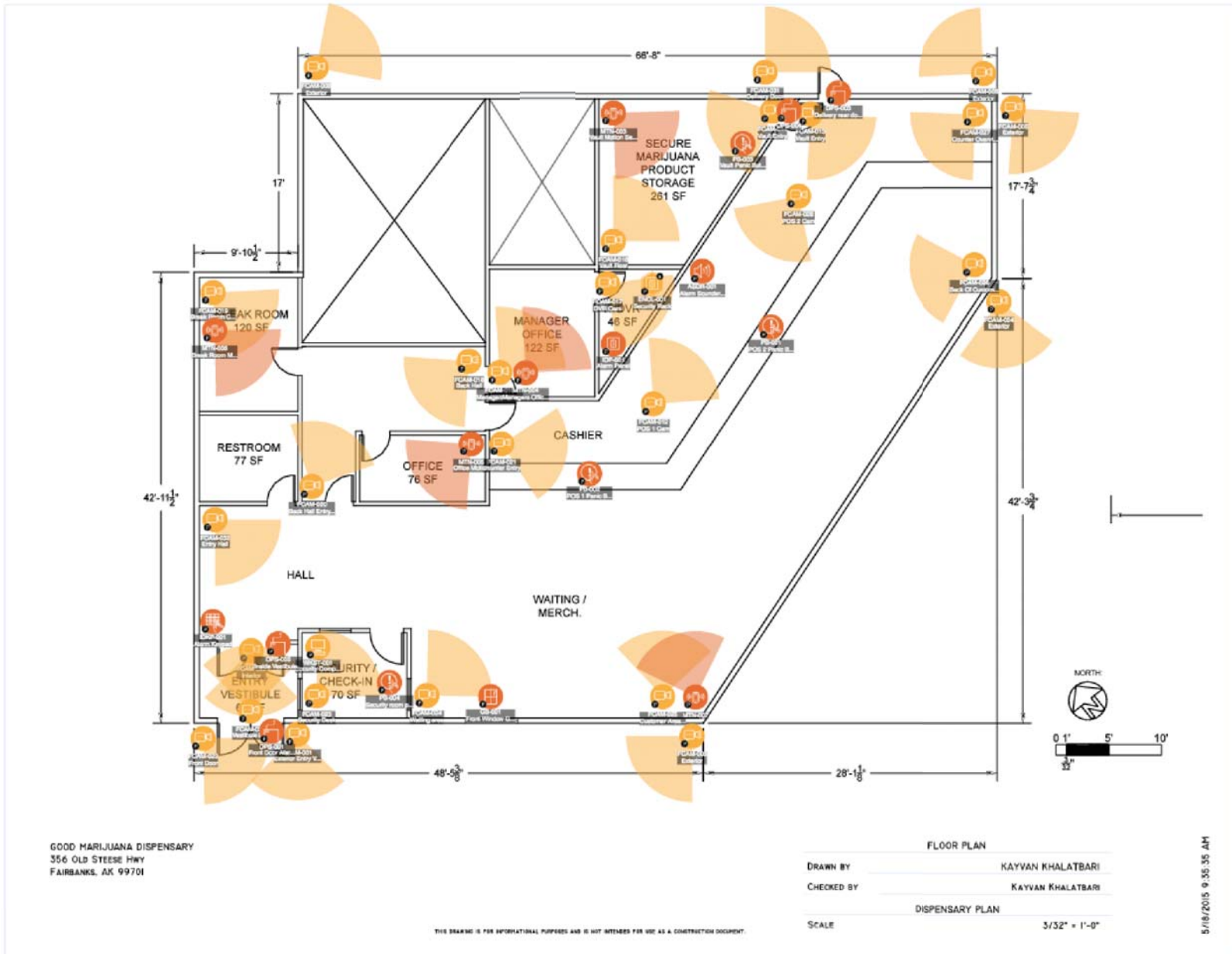
Red polygon - Facility outline; Green polygon - Restricted Access; Yellow polygon - Not part of facility (adjacent unit)

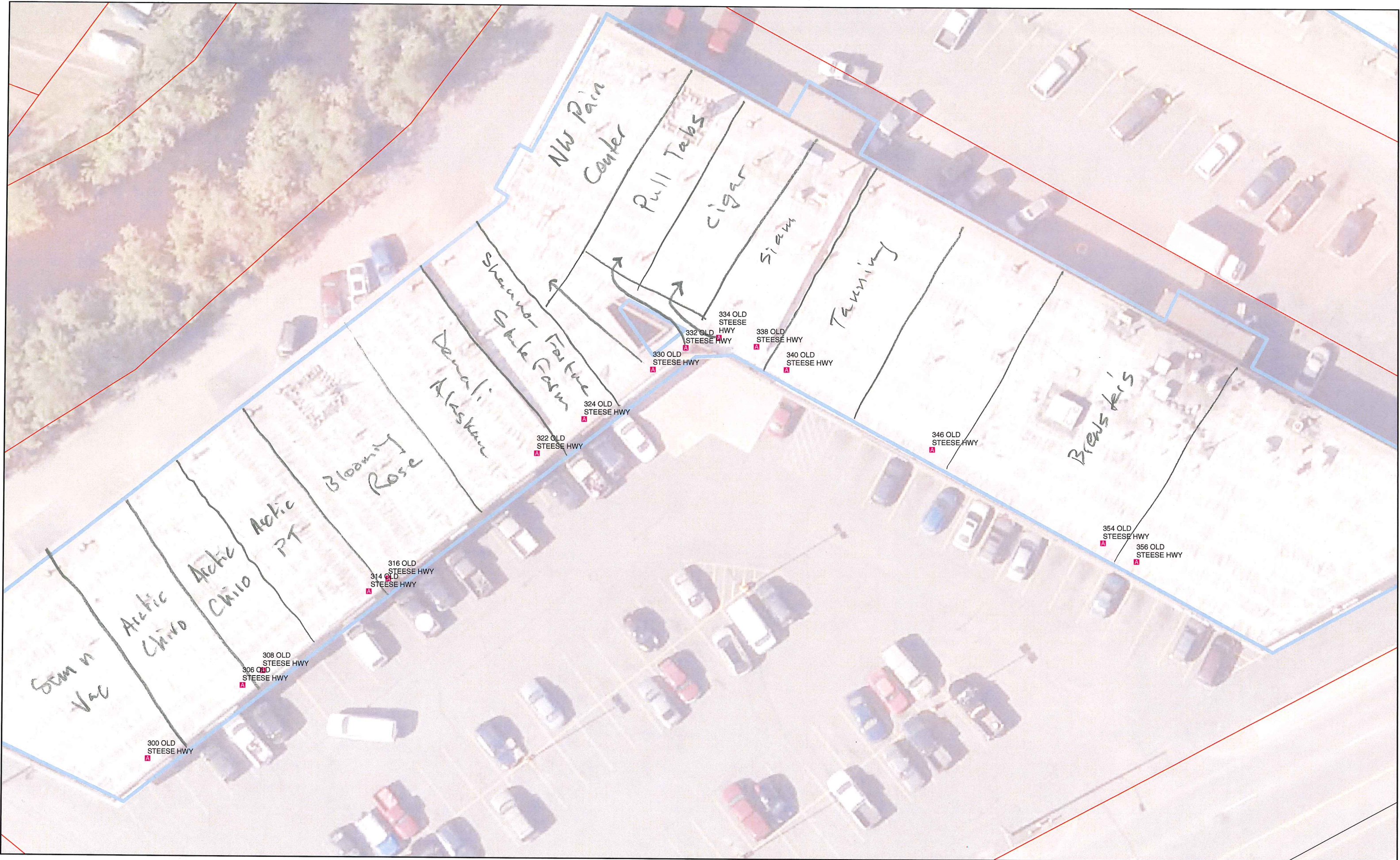


GOOD MARIJUANA DISPENSARY  
356 OLD STEESE HWY  
FAIRBANKS, AK 99701

FLOOR PLAN  
DRAWN BY KAYVAN KHALATBARI  
CHECKED BY KAYVAN KHALATBARI  
DISPENSARY PLAN  
SCALE 3/32" = 1'-0"

THIS DRAWING IS FOR INFORMATIONAL PURPOSES AND IS NOT INTENDED FOR USE AS A CONSTRUCTION DOCUMENT.







# Application for Food Establishment Permit

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

RECEIVED

FEB 13 2017

State of Alaska  
Food Safety 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 GOOD LLC		AK Business License # 1033300	
	Business/Corporate Mailing Address PO Box 83091		City Fairbanks	State AK
	Business/Corporate Phone 907-888-3367		Email akgoodcannabis@gmail.com	
	Owner(s) or Corporate Officer(s) & Title(s) or Responsible Party Christian Hood & Linda Lewis (Owners)			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 GOOD		Physical Location 356 Old Steese Highway	
	Establishment Mailing Address PO Box 83091		City Fairbanks	Nearest Community Fairbanks, AK
	Establishment Phone 907-888-3367		State AK	Zip 99708
	Establishment Physical Address 356 Old Steese Highway		Fax	Contact Person Christian Hood

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 Store - all shelf stable product - no pff's requiring refrigeration

## 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 , 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 <u>kiosk</u> or <u>mobile unit</u> ?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	Are employee toilets available within 200 feet?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	Portable water tanks, plumbing, and hoses are NSF or FDA approved components?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	If you have a kiosk, is it located outside of a building?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	Will you have a service provide water or remove wastewater?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> 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.

<input type="checkbox"/> Reduced Oxygen Packaging	<input type="checkbox"/> Smoking	<input type="checkbox"/> Other: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px; vertical-align: middle;"></span>
<input type="checkbox"/> Low Acid Canned Foods	<input type="checkbox"/> Curing	
<input type="checkbox"/> Shelf Stable Acidified Foods	<input type="checkbox"/> Dehydrating	

d. Do you have a HACCP Plan?  Yes  No  N/A

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

b. Does everyone who works or will work at the food establishment have a Food Worker Card?  Yes  No  N/A

*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: 2/13/17

Applicant's Printed Name: Greg Allison Operations Director Title



THE STATE  
of **ALASKA**  
GOVERNOR BILL WALKER

**Department of Environmental  
Conservation**

DIVISION OF ENVIRONMENTAL HEALTH  
FOOD SAFETY & SANITATION PROGRAM

610 University Avenue  
Fairbanks, AK 99709  
Main: 907.451.2119  
Fax: 907.451-5120

[www.dec.alaska.gov/eh/fss](http://www.dec.alaska.gov/eh/fss)  
[lorinda.lhotka@alaska.gov](mailto:lorinda.lhotka@alaska.gov)

February 15, 2017

Christian Hood & Linda Lewis  
Good LLC Retail Store  
PO Box 83091  
Fairbanks, AK 99708

Subject: DEC Food Establishment Permit Not Required

Dear Christian Hood & Linda Lewis,

Thank you for your recent application for a permit from the Department of Environmental Conservation's Food Safety and Sanitation program. This letter is to inform you that the marijuana establishment you have described in your application does not require a permit under the Alaska Food Code (18 AAC 31) since your plan is to sell only prepackaged, non-potentially hazardous food (18 AAC 31.012(c)(1)).

Non-potentially hazardous foods are foods that do not support the growth of dangerous bacteria because of their water activity, pH, or a combination of the two. A good method to determine whether a food is non-potentially hazardous is whether it requires refrigeration to keep it safe or preserve it. If it does not require refrigeration, it is most likely non-potentially hazardous. If you are unsure about the safety of a product and whether it requires temperature control be sure to contact the Food Safety and Sanitation program for more information.

Please be aware that if you change the type of food that you sell at your establishment to include foods that are potentially hazardous, you will be required to submit a plan of your operations and apply for a food establishment permit.

Sincerely,

A handwritten signature in blue ink that reads "Jessica Davison".

Jessica Davison  
Environmental Health Officer III



Alaska Marijuana Control Board

# Cover Sheet for Marijuana Establishment Applications

Alcohol & Marijuana Control Office  
 550 W 7<sup>th</sup> 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:	Good LLC	License Number:	12325		
License Type:	Retail Marijuana Store				
Doing Business As:	GOOD LLC				
Physical Address:	356 Old Steese Hwy				
City:	Fairbanks	State:	AK	Zip Code:	99701
Designated Owner:	Christian Hood				
Email Address:	akgoodcannabis@gmail.com				

### Section 2 – Attached Items

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

Attached Items:	Newspaper posting affidavit (Affidavit of Publication RETAIL.pdf)
-----------------	---

#### OFFICE USE ONLY

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



AFFP  
39687

### Affidavit of Publication

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

39687

Good LLC is applying under 3 AAC 306.300 for a new Retail Marijuana Store license, license #12325, doing business as GOOD LLC, located at 356 Old Steese Hwy, 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 their local government, the applicant, and to the Alcohol & 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.

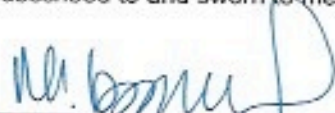
Publish: 3/5, 3/12 & 3/19/2017

March 05, 2017, March 12, 2017, March 19, 2017

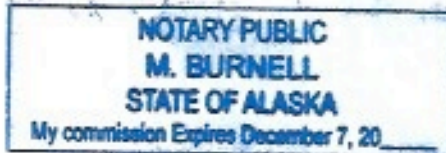
and that the rate charged thereon is not excess of the rate charged private individuals, with the usual discounts.

  
\_\_\_\_\_  
Advertising Clerk

Subscribed to and sworn to me this 19th day of March 2017.

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

My commission expires: December 07, 2017



00008377 00039687

TREVOR HAYNES  
GOOD LLC  
1949 FRANK 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:	GOOD LLC	License Number:	12325		
License Type:	Retail Marijuana Store				
Doing Business As:	GOOD LLC				
Premises Address:	356 Old Steese Hwy				
City:	Fairbanks	State:	AK	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: Feb. 28, 2017 End Date: Mar. 11, 2017

Other conspicuous location: Bentley Mall Public Notice Board

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.

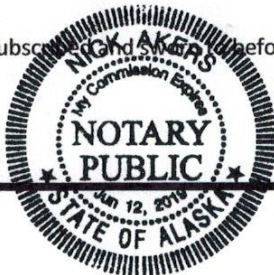
CHOD  
 Signature of licensee

CHRISTIAN HOOD  
 Printed name of licensee

N.A. AL  
 Notary Public in and for the State of Alaska

My commission expires: 6/12/19

Subscribed and sworn to before me this 13<sup>th</sup> day of March, 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:	GOOD LLC	License Number:	12325
License Type:	Retail Marijuana Store		
Doing Business As:	GOOD LLC		
Premises Address:	356 Old Steese Hwy		
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 / Fairbanks North Star Borough Name of Official: Dwight Schaefer  
 Title of Official: Planner III Date Submitted: 2/30/17  
 Community Council: \_\_\_\_\_ 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 of licensee: [Signature]  
 Printed name of licensee: CHRISTIAN HOOD



[Signature]  
 Notary Public in and for the State of Alaska  
 My commission expires: 6/12/19

Subscribed and sworn to before me this 8<sup>th</sup> day of March, 20 17.

# North Gate Square

## Lease space

THIS LEASE is made as of the 1<sup>st</sup> day of February 2017, between NORTHGATE MALL, LLC, 308 OLD STEESE HWY, Fairbanks, Alaska 99701, hereinafter called "Lessor," and Good, LLC, whose address is 356 Old Steese Hwy., Fairbanks, Alaska 99701, hereinafter called "Lessee."

Lessor and Lessee agree as follows:

For and in consideration of the rents, covenants and conditions specified herein to be paid, performed and observed by Lessee, Lessor leases to Lessee, and Lessee leases from Lessor, the below-described Premises upon the following terms, covenants and conditions:

### 1. Effective Date of Lease

As used in this Lease the "effective date of the Lease" for rent means the date Good, LLC takes possession of 356 Old Steese Hwy on February 1, 2017.

### Leased Premises

(a) The leased Premises consists of office space located in North Gate Square Commercial Condominiums ("Building"), according to those certain Declarations of Covenants, Conditions and Restrictions, Reservations of Easements and Condominium Plan dated November 10, 1983, recorded at Book 339, Page 0792; the square footages of the office space are set forth in Exhibit A, attached hereto and incorporated herein by reference.

(b) Lessor agrees to afford Lessee adequate parking as required by law pursuant to FNSB Code Sec. 18.50.060.

(c) This Lease confers no rights either with regard to the subsurface of the Land below the Building or with regard to airspace above the Building.

### 2. Term

The term of this Lease shall be for 60 calendar months from February 1, 2017 through January 31, 2022.

### 3. Rent

(a) Base Rent for Initial Term. Lessee covenants and agrees to pay Lessor Base Rent as follows:

February 1, 2017 through January 31, 2022 - \$6,500.00/month

(b) Base Rent for Renewal Term. In the event Lessee exercises his option to renew for an additional 5 year Lease, the Base Rent for the subsequent term shall be negotiated and established at fair market rates.

(c) Payment. All monthly installments of the Base Rent shall be payable in advance on or before the first day of each calendar month, without setoff or deduction. Rent shall be paid by Lessee to Lessor at 356 Old Steese Hwy., Fairbanks Alaska, 99701, or to such other place as Lessor designates from time to time in writing. Any payment not received by the **fifth** of any calendar month shall be subject to a **\$100.00 late fee**. Payments due shall be considered made when received by Lessor at the notice address. No credit will be given for offsets or payments to third parties.

(d) Interest. In the event Lessee shall fail to pay, when the same is due and payable, any Base Rent or additional rent or other amount required under the terms of this Lease Agreement, in addition to the late fee noted in the previous paragraph and any other remedies of Lessor with respect to such default under this Lease Agreement or applicable

law, such unpaid amounts shall bear interest from the due date thereof until paid at the maximum rate of interest allowed by law.

#### **4. Use**

The Premises shall be used for Retail Marijuana, limited manufacturing and related operations and for no other use without Lessor's prior written consent. Lessor is familiar with Lessee's present operations and acknowledges that these operations are acceptable. Lessee agrees to comply with the following rules and regulations and with such reasonable modifications thereof as Lessor may make from time to time:

(a) Lessee shall not exhibit, sell or offer for sale in the Premises, the Building or the Property any article or thing except those articles or things essentially connected with the stated use of the Premises set forth above without the advance written consent of the Lessor.

(b) Lessee will not make or permit to be made any use of the Premises which, in the judgment of Lessor, shall in anyway impair the character, reputation or appearance of the Building or which will impair or interfere with or tend to impair or interfere with any of the services performed by Lessor for the premises.

(c) Lessee shall at all times keep the premises in a neat, clean, attractive and orderly condition and in good repair, and shall permit Lessor or its authorized agent to enter onto and inspect the use and condition of the property during regular business hours.

(d) Lessee shall comply with and abide by all requirements of the codes and ordinances of the Fairbanks North Star Borough and any applicable laws of the State of Alaska or the United States.

(e) Parking by Lessee, its agents, employees and independent contractors is permitted as follows:

(i) Lessee parking shall be permitted in those places specifically assigned to Lessee by Lessor.

(ii) If assigned parking is insufficient to accommodate the employees, agents and independent contractors of the Lessee, then, with the prior written consent of Lessor, employees, agents and independent contractors will be permitted to park in the customer parking area, provided that the automobiles are parked in those areas of the customer parking area furthest from the common areas of the mall.

(iii) Automobiles belonging to Lessee, its employees, agents and independent contractors parked in places other than those described in this Lease, at the discretion of Lessor, may at any time be impounded and towed away, and Lessee, on behalf of itself and its employees, agents and independent contractors, expressly consents to the impounding and towing away.

(f) Lessee acknowledges receipt of a copy of the Declaration of Covenants, Conditions and Restrictions, Reservation of Easements and Condominium Plan Pursuant to the Horizontal Property Regimes Act, dated November 10, 1983, recorded at Official Records, Book 339, Page 0792, Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska; and a copy of the By-Laws of the North Gate Square Commercial Condominium Association. Lessee agrees to comply with the terms and conditions of those instruments, and to comply with the duly adopted and promulgated rules, regulations and policies of North Gate Square Commercial Condominium Association.

#### **5. Environmental Compliance Requirements**

Lessee hereby agrees as follows:

(a) In connection with Lessee's use of Premises, Lessee agrees to observe and comply fully with all applicable local, state and federal environmental laws, regulations, ordinances and administrative and judicial orders and other requirements in every aspect relating to the

use of the Property, including, if any, generation, recycling, reuse, sale, storage, handling, transportation, release and disposal of any hazardous materials.

(b) With reasonable cause and at any time in the contemplation of the Lease, Lessor shall have the right, from time to time, at Lessee's expense, to obtain reports from independent consulting firms as well as appropriate legal advice to ascertain that Lessee is in full compliance with paragraph 6 of this Lease. Lessee will cooperate with Lessor and provide such consulting firm with access to any and all parts of the Premises for these purposes at any reasonable time.

(c) Lessee agrees to notify Lessor, in writing, within three (3) business days of:

(i) Any environmental regulatory inquiry or nonroutine inspection, formal or informal, and all investigations and potential investigations by any private or governmental representative regarding any environmental aspect of the Lease; and

(ii) Any actual spills, releases or discharges of hazardous materials or hazardous substances (including, without limitation, any preexisting spills, releases or discharges of which Lessee may become aware) occurring as a result of any activity related to the operations of Lessee on the Premises, or which have occurred on the Premises without regard to Lessee's operations, at any time.

#### **6. Signs**

No signs or other advertising matter, canopies or awnings shall be attached to or painted on the Premises on or in the windows, door or store front thereof without prior written approval of Lessor which consent shall not be unreasonably withheld. Lessor acknowledges that Lessee's existing sign is acceptable and may be installed on the façade above the front door of the building at Lessee's expense and risk.

#### **7. Locks**

No additional locks or similar devices shall be attached to any door or window without Lessor's consent. Lessee agrees to provide to Lessor, at the time of Lessee's execution of this Lease, two (2) keys for each dissimilar lock on the Premises, so that Lessor will have access to all areas of the Premises. All keys must be returned to Lessor at the expiration or termination of this Lease.

#### **8. Floors**

Lessee shall not overload any floor. Lessor may direct the time and manner of delivery, routing and removal, and the location, of safes and other heavy articles.

#### **9. Additional Machinery**

Unless Lessor gives consent in writing, Lessee shall not install or operate any machinery, equipment, refrigerating or heating device or air conditioning apparatus in or about the Premises, or carry on any mechanical business therein, or use the Premises for housing accommodations or sleeping purposes, or do any cooking therein, or use any illumination other than electrical light, or use or permit to be brought into the Building any flammable fluids such as gasoline, kerosene, naphtha, and benzene, or any explosives, radioactive materials or other articles deemed extra hazardous to life, limb or premises unless approved in writing by Lessor and done in a manner which would neither violate any federal, state or local law, ordinance or regulation, nor result in an increase in Lessor's insurance premiums or termination of any insurance coverage maintained by Lessor. Lessee shall not use the Premises for any unlawful or unauthorized purpose.

#### **10. HVAC**

Lessee shall cooperate fully with Lessor to assure the effective operation of the Building's heating and air conditioning system, including the closing of doors, Venetian blinds and drapes, and if windows are openable, to keep them closed when the heating or air conditioning system is in use.

### **11. Ingress and Egress**

The sidewalks, halls, passages, exits, entrances, stairways or roof shall not be obstructed by Lessee for any purpose or used for any purpose other than for ingress to and egress from the Premises. The halls, passages, exits, entrances, stairways, and roof are not for the use of the general public and Lessor shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of the Lessor, shall be prejudicial to the safety, character, reputation and interests of the Property and its Lessees, provided that nothing herein contained shall be construed to prevent such access to persons with whom Lessee normally deals in the ordinary course of Lessee's business unless such persons are engaged in illegal activities. No Lessee and no employees or invitees of any Lessee shall go upon the roof of the Building. Lessee will be liable for any damage that it, its employees or invitees may cause due to any of its activities on the roof of the premises.

### **12. Nondisturbance**

Lessee shall not permit the Premises to be occupied or used in a manner offensive or objectionable to the Lessor or other occupants of the Building by reason of noise, odors, and/or vibrations, or interfere in any way with other lessees or those having business therein, nor shall any animals or birds be brought in or kept in or about the Premises or the Building.

### **13. Water**

Lessee undertakes to use all reasonable precautions to minimize water and electrical usage and to prevent waste or damage resulting from any water leakage in the Building. Lessee shall take reasonable precautions so that the doors of the Premises are closed and securely locked after business hours and take reasonable precautions so that water faucets or water apparatus are entirely shut off before Lessees' employees leave the Building.

### **14. Storage of Vehicles**

Vehicles may not be stored upon the premises. Stored or abandoned vehicles will be towed at the vehicle owner's expense. Recreation vehicles are prohibited upon the premises unless they are used solely to commute to and from the work place. Occasional overnight parking of less than three (3) days duration shall not constitute storage or abandonment.

### **15. Toilets**

The toilets and other plumbing facilities in the Building shall not be used for any purpose other than that for which they were constructed. Lessee shall exercise all due diligence to keep all plumbing lines open and shall not deposit nor permit any substance to be deposited in the plumbing which would be injurious to the facilities or their efficient operation. Any damage resulting to the plumbing facilities from Lessee's misuse of same shall be borne by Lessee.

### **16. Increase in Insurance Premium**

In addition to all other liabilities for breach of any covenant of this Paragraph 5, Lessee shall pay to the Lessor an amount equal to any increases in insurance premiums payable by Lessor caused by such breach. Lessee shall also be liable to Lessor for any damages resulting from any such rules and regulations by Lessee.

### **17. Disposal of Toxic and Contaminated Materials**

Lessee shall properly and lawfully dispose of all toxic, hazardous, radioactive and contaminated materials generated in connection with Lessee's use of the Premises. Lessee agrees to further dispose of said materials in such a manner that Lessor's janitorial personnel are not exposed to said materials. Lessee agrees to indemnify and hold Lessor harmless for any breach of Lessee's obligations under this Paragraph 6. Lessor shall have the right to demand strict compliance by Lessee with all provisions of this paragraph and in addition to all other remedies at law or under this Lease to specifically enforce these provisions in an action in the Superior Court.

### **18. Utilities and Services**

Lessor shall pay the following utility and service expenses: (a) parking lot snow removal, (b) exterior lighting, (c) dumpster garbage service, (d) exterior maintenance (except windows, signs, and doors of Lessee's Premises), and (e) furnace and air conditioning repairs.

Lessee shall pay for: (a) electricity, (b) heating oil, (c) water and sewer, (d) indoor plumbing repairs, and (e) all other utilities and services and the fees and expenses created by them, including, without limitation, sales taxes and other duties and charges upon the Premises, telephone, janitorial, and snow removal from walkways adjoining the Premises, and shall pay them promptly as they become due. Lessee shall have sole responsibility for contracting and notifying, in the manner required by the rule and regulations of the utilities and companies, each utility or company and assuring that all such charges and fees are billed to and paid by Lessee.

### **19. Nonresponsibility for Utility Outage**

Lessor shall not be liable to Lessee for any loss or damage caused by or resulting from any variation, interruption or failure of such utilities or services due to any cause whatsoever so long as such failure is temporary. In the case of such failure, Lessor shall take all reasonable steps to restore the interrupted utilities or services. No temporary interruption or failure of such services due to any cause beyond Lessor's control shall be deemed to be an eviction of Lessee or shall relieve Lessee of any of Lessee's obligations hereunder.

### **20. Additional Electrical Service**

If any additional electrical circuits or outlets are requested or required by Lessee, they will be paid for by Lessee.

### **21. Exclusion of Utilities for Trade Fixtures**

Lessor and Lessee agree that the obligations of Lessor with reference to the utilities, maintenance and repair as described in this Lease do not extend to repair, servicing or replacement of the trade fixtures of Lessee.

### **22. Acceptance of Premises**

Lessee accepts the premises demised hereunder "as is," except for agreed improvements, renovations, repairs or remodeling to be performed by Lessor, as agreed by the parties in a signed writing to be exchanged prior to execution of the Lease. All of the parties to this Lease acknowledge that they have had the right to review this Lease and all other documents relating to this Lease with their own attorney. Each party electing to have this Lease reviewed by an attorney shall bear the costs and expenses so incurred.

### **23. Condition Upon Surrender**

Lessee shall at the termination of this Lease, whether voluntary or involuntary, return the Premises to Lessor or its designee in good repair and in as clean a state or condition as the Premises were in at the date this Lease commences. No allowance shall be made to Lessee for ordinary wear and tear, depreciation or deterioration through the passage of time. Lessee specifically assumes the obligation of maintaining and promptly repairing the Premises in such a condition and manner as to prevent wear and tear, deterioration and depreciation.

### **24. Alterations**

Lessee shall not make any alterations, additions, changes or improvements to the Premises without the prior written consent of the Lessor and where requested by Lessor in accordance with plans and specifications approved by Lessor; Lessor's consent to such alterations, additions, changes or improvements shall not be unreasonably withheld. When such consent by the Lessor is given, all workmanship involved and material used shall be of a quality consistent with the construction of the Premises at the start of the lease term.

In the event the Lessor reasonably feels that the Lessee has allowed inferior material or workmanship to become a part of the Premises at any location or for whatever purposes,



then, immediately following written notification of such deficiency to Lessee, Lessee shall promptly cause such deficiency to be remedied to the satisfaction of the Lessor. All contractors involved in such alterations shall be approved by Lessor prior to commencing work and shall be under the supervision of Lessor. Said alterations and improvements, such as carpet, light fixtures, stud walls, doors and all other alterations will, at the expiration or earlier termination of this Lease or extensions hereof become the property of the Lessor, except that Lessor can elect at any time, to require Lessee to remove any alterations that Lessee has made to the Premises. If Lessor so elects, Lessee, at Lessee's expense, shall restore the Premises to the condition designated by Lessor, before the last day of the lease term or within 30 days after notice of election is given, whichever is later.

#### **25. Maintenance and Repairs: Lessee's Obligations**

Lessee, at Lessee's expense, shall be responsible for the maintenance and repair of Lessee's personal property and trade fixtures on the premises. Additionally, Lessee shall neither commit nor permit waste of the premises and shall exercise due care in conducting its operations on the Premises so as not to destroy, damage, or interfere with any portion of the premises.

#### **26. Assignment and Subletting**

(a) Lessee shall not voluntarily assign or encumber its interest in this Lease or in the Premises or sublease all or any part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises without first obtaining Lessor's prior written consent, which consent may be unreasonably withheld. Any assignments, encumbrances or subleases without Lessor's consent shall be voidable and, at Lessor's election, shall constitute a default.

(b) The Lessee may solicit sublessees for a portion of the Premises, draft subleases and submit the proposed subleases to the Lessor for its approval. Lessor shall have the right to approve all subleases.

(c) No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this paragraph.

(d) Lessee hereby and irrevocably assigns to Lessor, as security for Lessee's obligations under this Lease, all rent from any subletting of all or a part of the Premises, and Lessor, as assignee and attorney fact for Lessee, may collect such rent and apply it toward Lessee's obligations under this Lease, except that, until the occurrence of any act of default by Lessee, Lessee shall have the right to collect such rent. Neither this paragraph nor collection of any such rent by Lessor shall be deemed to be Lessor's approval of any such sublease.

(e) All assignment instruments shall include language whereby Assignee expressly assumes and agrees to pay the obligations of Lessee under this Lease. No assignment shall release or diminish the obligations of Lessee for performance of Lessee's obligations hereunder and Lessee shall remain liable as if no assignment were made unless Lessor shall consent in writing to release Lessee, by means of a written amendment executed by all parties. Lessee and Assignee will be jointly and severally liable for such obligations. Neither this paragraph nor any payment of rent by Assignee shall be deemed to be Lessor's approval of any such assignment.

(f) Lessee will pay Lessor's reasonable costs for review of any proposed subleases or assignments in an amount not to exceed \$500.00 per sublease or assignment.

#### **27. Covenant of Quiet Enjoyment**

During the term of this Lease Lessee, being not in default of any of its obligations hereunder shall have the quiet enjoyment of the premises hereby demised.

#### **28. Liens**

Lessee shall keep the premises and any part thereof free from liens for labor or materials ordered or supplied upon the express or implied request of Lessee. Should any such lien be recorded by reason of a claim against Lessee, or acts or omissions of Lessee, Lessee shall forthwith and within ten (10) days of learning of such recording cause the same to be canceled and discharged of record. Alternatively, Lessee shall provide Lessor with written proof of the existence of an appropriate surety bond in accordance with A.S. 34.35.005 et seq. and in any event written by a corporate surety qualified to do business in the State of Alaska, in an amount equal to not less than one hundred fifty percent (150%) of the amount of the claim of the lien. Such surety bond shall be in favor of Lessor or the lien claimant as elected by Lessor. Lessee shall take all steps necessary to have such lien released or judgment resulting therefrom promptly satisfied at Lessee's own expense.

### **29. Indemnification**

Lessee shall indemnify and hold Lessor harmless from any and all liability, damages, costs or expenses, including attorney's fees and costs of suit and appeal, arising from any act, omission or negligence of Lessee or the officers, contractors, licensees, agents, employees, guests, invitees or visitors of Lessee in or about the premises, or arising from any accident, injury or damage, howsoever and by whomever caused, to any person or property, occurring in or about the Premises; provided that the foregoing provision shall not be construed to make Lessee responsible for loss, damage, liability or expense resulting from injuries to any person or property caused by the act, omission or negligence of Lessor or of any officer, contractor, licensee, agent, employee, guest or visitor of Lessor.

Lessor shall not be liable for any loss or damage to person or property sustained by Lessee or other persons which may be caused by the Building, the Premises, any improvement, in or under the Land or the Property, or any appurtenances thereto, being out of repair, or by the bursting or leakage of any water, gas, sewer or steam pipe, or by theft, or by any act or neglect of any Lessee or occupant of the Building, or of any other person, or by any other cause of whatsoever nature, unless caused by the negligence of Lessor.

### **30. Business Liability and Property Damage Insurance**

(a) Lessee, at Lessee's expense, shall maintain business liability and property damage insurance with a liability limit of \$1,000,000.00 per accident and \$500,000.00 per person, insuring against all liability of Lessee, its officers, agents, employees, guests, invitees and authorized representatives, arising out of and in connection with Lessee's use or occupancy of the Premises specifically including, without limitation, any use of Lessee's business and sales office located on the Premises.

(b) The business liability and property damage insurance acquired by Lessee under this Paragraph shall also cover the contractual indemnity obligations of Lessee under Paragraph 29. The policy shall name Lessor, any person, firms or corporation designated by Lessor, and Lessee as "additional insured" and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor 30 days prior written notice. The insurance shall be with an insurance company qualified to do business in the State of Alaska with a financial rating of at least "A+" as rated in current Best's Insurance Reports, and a copy of the policy be delivered to Lessor within 30 days of Lessee's execution of this Lease and a renewal of such policy or replacement thereof at least 30 days prior to the termination of the coverage of such policy.

Lessor warrants that as of the date of this Lease, the Premises are also insured by the Condominium Association and the Condominium Association will keep and maintain that policy of insurance in effect throughout the term of this Lease. However, the contents of the Premises are not insured by the terms of the Condominium Association's policy and Lessee expressly assumes the risk of loss as to all personal property stored therein. All insurance

policies obtained by Lessee as required by this paragraph shall contain an express waiver of any right of subrogation by said insurance company against Lessor.

### **31. Assessments and Taxes**

Lessor shall pay and discharge the Fairbanks North Star Borough real property taxes for the Leased Premises as they become due and payable. Lessee shall pay and discharge any other sales taxes, duties and charges placed by any government upon the equipment, fixtures, inventory and other personal property of the Lessee on the Premises. Lessor shall pay all condominium association fees and assessments levied by the North Gate Square Commercial Condominium Association, except those arising from the breach by Lessee of this Lease.

### **32. Damage or Destruction: Abatement of Rent**

If the Premises shall be destroyed or rendered untenable, either wholly or in part, by fire or other unavoidable casualty, Lessor may, at its option, restore the Premises to their previous condition (with Lessee restoring its improvements), if this can be accomplished within 120 days, and in the meantime rent shall be abated in the same proportion as the untenable portion of the Premises bears to the whole thereof, except that if such destruction resulted from Lessee's negligence, Lessee shall not be entitled to such abatement or reduction of rent. If Lessor, within 30 days after the happening of such casualty, elects not to restore the Premises, Lessor shall notify Lessee in writing of its election and this Lease shall thereupon terminate.

### **33. Damage or Destruction: Termination of Lease**

If the Building shall be destroyed or damaged by fire or other casualty insured against under Lessor's fire and extended coverage insurance policy to the extent that more than fifty percent (50%) thereof is rendered untenable, or in the case the Building shall be materially destroyed or damaged by any other casualty other than those covered by such insurance policy, or if there is destruction to the Building that exceeds twenty-five percent (25%) of the then replacement value of the Building from any risk, Lessor may, at its election, terminate this Lease by notice in writing to Lessee within 60 days after such destruction or damage whether or not the Premises are affected directly or indirectly by such destruction or damage. Such notice will be effective thirty days after receipt thereof by Lessee.

If Lessor elects to restore the Premises as provided in this section, Lessor shall not be required to restore alterations made by Lessee, Lessee's improvements, Lessee's trade fixtures and Lessee's personal property, including, without limitation, art, decoration, furniture, office fixtures, and the like, such excluded items being the sole responsibility of Lessee to restore.

### **34. Condemnation**

If all of the Premises, or such portions of the Building as may be required for the reasonable use of the Premises, are taken by eminent domain, this Lease shall automatically terminate as of the date Lessee is required to vacate the Premises and all rent shall be paid to that date. In case of the taking of a part of the Premises, or a portion of the Building not required for the reasonable use of the Premises, then this Lease shall continue in full force and effect and the rent shall be equitably reduced based on the proportion by which the floor area of the Premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Lessor reserves all rights to damages to the Premises for any taking of eminent domain, and Lessee hereby assigns to Lessor any right Lessee may have to such damages or award, and Lessee shall make no claim against Lessor for damages for termination of the leasehold interest or interference with Lessee's business. Lessee shall have the right, however, to claim and recover from the condemning authority compensation for any and all loss or damages to which Lessee may be entitled, including but not limited to Lessee's moving expenses and for the interruption of or damage

to Lessee's business, provided that such damages may be claimed only if they are awarded separately in the eminent domain proceeding and not as part of the damages recoverable by Lessor. Lessee's assignment to Lessor under this paragraph shall not restrict or impair Lessee's right to damages from the condemning authority.

### **35. Default**

(a) The occurrence of one or more of the following events shall constitute a default and breach of this Lease by Lessee:

(1) Vacation or abandonment of the Premises by Lessee. Lessee shall be deemed to have abandoned or vacated the Premises upon failure to be open for business for six (6) consecutive days.

(2) Filing by or against the Lessee in any court pursuant to any statute, either of the United States or any state, of a petition in bankruptcy or insolvency, or for the appointment of a receiver or trustee of all of a portion of Lessee's property, or the entry of an order converting or dismissing Lessee's filing in bankruptcy.

(3) Violation or breach or failure to keep or perform any covenant, agreement, term or condition of this Lease which shall continue or not be remedied within ten (10) days after notice thereof is given by Lessor to Lessee specifying the matter or matters claimed to be in default; Lessee shall have a 30 day cure period after such notice from Lessor. This right to cure shall not extend to cases in which the Lessee is (i) in default in the payment of rent or other sums due under this Lease (including additional rent) or (ii) is in default of any provisions pertaining to the treatment, removal or disposal of any toxic, contaminated, hazardous or radioactive materials.

(b) Upon the occurrence of any default of Lessee as described in subparagraph (a) hereof or elsewhere in this Lease, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(1) Lessor may, at its election, terminate this Lease and any subleases; or

(2) Lessor may terminate Lessee's and sublessee's right to possession, without terminating this Lease; or

(3) Lessee may terminate only Lessee's right to possession and not the sublessee's right of possession, without terminating this Lease;

(c) Upon termination of this Lease, whether by lapse of time or otherwise:

(1) or upon any termination of Lessee's right to possession without termination of this Lease, Lessee shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Lessor, and Lessor shall have the immediate right of repossession and re-entry and may remove all persons and property from the premises, and such property so removed may be stored in a public warehouse or elsewhere at the cost of and for the account of Lessee, all without Lessor being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby and without relinquishing Lessor's right to rent or any other right granted to Lessor in this Lease or by operation of law.

(2) Lessor shall be entitled to recover (i) the unpaid rent, additional rent, and other charges that had been earned at the time of termination; (ii) the amount by which the unpaid rent and other charges that would have been earned after the date of termination until the time of award exceeds the amount of the loss of rent and other charges for the same period which Lessee proves could have been reasonably avoided; (iii) any cost or expense (including full and reasonable attorney's fees and costs) associated with the eviction or removal of Lessee and any its possessions or other personal property remaining on the premises; (iv) any cost or expense associated with the reletting of the premises including broker's fees or advertising costs; and (v) any amount which Lessor expends to refurbish or renovate the premises to a condition suitable for any such new lessee to whom the premises or part of

them are re-rented or relet; and (vi) any other amount, and court costs, necessary to compensate Lessor for detriment caused by Lessee's default. In computing damages under this Paragraph 35 any award to Lessor shall include interest at the highest rate allowed by law.

(d) Upon any termination of Lessee's right to possession only (without termination of this Lease):

(1) Lessor may, at Lessor's option, enter into the Premises, remove Lessee's signs and other evidences of tenancy, and take and hold possession thereof as provided in subparagraph (2) above, without such entry and possession terminating this Lease or releasing Lessee, in whole or in part, from any obligation, including Lessee's obligation to pay the rent for the full term.

(2) Upon termination of Lessee's right to possession, Lessor may, but need not, relet the Premises or any part thereof for such rent and upon such terms as are reasonable (including, but not limited to, the right to relet the Premises for a greater or lesser term than that remaining under this Lease, the right to relet the Premises as a part of a larger area, and the right to change the character or use made of the Premises) and Lessor shall not be required to accept any Lessee offered by Lessee or to observe any instructions given by Lessee about such reletting.

(e) Any and all property which may be removed from the Premises by Lessor pursuant to the authority of this Lease or of law or in equity, to which Lessee is or may be entitled, may be handled, removed or stored, as the case may be, by or at the direction of Lessor at the risk, cost and expense of Lessee, and Lessor shall in no event be responsible for the value, preservation or safekeeping thereof. Lessee shall pay to Lessor, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Lessor's possession or under Lessor's control. Any such property of Lessee not retaken by Lessee from storage within 30 days after notice to Lessee of the place such property is stored shall conclusively be presumed to have been conveyed by Lessee to Lessor under this Lease as a bill of sale without payment or credit by Lessor to Lessee.

(f) Pursuit of any of the foregoing remedies shall not preclude Lessor's assertion or pursuit of any of the other remedies herein provided or any other remedies provided by law or equity (all such remedies being cumulative), nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent or other sums due to Lessor hereunder or of any damages accruing to Lessor by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by Lessor or its agents during the term hereby granted shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or an acceptance of the surrender of the Premises shall be valid unless in writing signed by Lessor. No judicial action shall be necessary to terminate this Lease. No waiver by Lessor of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Lessor's acceptance of the payment of rental after the occurrence of any event of default shall not be construed as a waiver of such default, unless Lessor so notifies Lessee in writing. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or of Lessor's right to enforce any such remedies with respect to such default or any subsequent default. If, on account of any breach or default by Lessee in Lessee's obligations under the terms and conditions of this Lease, it shall become necessary or appropriate for Lessor to employ or consult with an attorney concerning this Lease or enforce or defend any of Lessor's rights or remedies hereunder, Lessee agrees to pay any attorney's fees so incurred. Lessor

shall not be responsible or liable for any failure to relet the Premises or any part thereof, or for any failure to collect any rent due upon such reletting.

(g) The Landlord may not take possession of or remove marijuana or marijuana products from the premises, and AMCO enforcement will be contacted if this occurs.

### **36. Cure of Default by Lessor**

Lessor may, at the expense of Lessee, cure any default by Lessee hereunder which Lessee has not cured within the prescribed period, but shall not be required to do so. Lessee shall reimburse Lessor for all amounts expended in connection therewith including attorney's fees and other incidental expenses. Such amounts together with interest at the maximum lawful rate of interest shall be deemed additional rent payable within ten (10) days after demand by Lessor.

### **37. Holding Over**

If Lessee fails to surrender the Premises to Lessor on expiration of the term of this Lease, or on expiration of any renewal or extension term, Lessee shall pay Lessor rent at 1.5 times the then current monthly rate for the entire time Lessee thus remains in possession, and, in addition thereto, Lessee shall hold Lessor harmless from all damages resulting from Lessee's failure to surrender the Premises, including, without limitation, claims made by a succeeding Lessee resulting from Lessee's failure to surrender the Premises. If Lessee remains in possession of the Premises after expiration of the term of this Lease, or after expiration of any renewal or extension term, or after the date in any notice lawfully given by Lessor to Lessee terminating this Lease, such possession by Lessee shall be deemed to be a month to month tenancy terminable on 30 days notice given at any time by either party, provided, however, that Lessor, at Lessor's election in a notice to Lessee and not otherwise, may elect to treat such holding over as a renewal of this Lease for a term of one (1) year. The provisions of this paragraph do not exclude Lessor's right of re-entry or any other right under this Lease.

### **38. Waiver**

No act or conduct of Lessor, including, without limitation, the acceptance of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Lessee before the expiration of the term of this Lease. Only a written notice from Lessor to Lessee shall constitute acceptance of the surrender of the Premises and accomplish a termination of this Lease.

### **39. Waiver of Trial By Jury**

Lessor and Lessee do hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, Lessee's use or occupancy of the Premises, and any emergency statutory or other statutory remedy.

### **40. Waiver of Subrogation**

Lessor and Lessee hereby each release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to the Premises, the improvements thereon and contents thereof caused by fire or any other perils insured in policies of insurance covering such property, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such times as the releasor's policies shall contain a clause or endorsements to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder and then only to the extent of the insurance

proceeds payable under such policies. Each of Lessor and Lessee agrees that it will request its insurance carriers to include in its policies such a clause or endorsement.

**41. Lease Subordination**

This Lease, whether or not recorded, is subordinate to any and all deeds of trust given by Lessor that encumber or may encumber the Premises.

**42. Notices**

Any notice or demand which under the terms of this Lease or any statute may or must be given or made by either party to the other, shall be in writing addressed to the other party as hereinbelow provided and made or given by mailing the same by certified mail, return receipt requested, postage prepaid, hand delivered, or sent by express mail or other expedited mail delivery. Any demand or notice by or from either party shall be effective when personally delivered to any officer of the other party or to the person who is in charge of the Premises for such other party. The addresses of the parties are:

Lessor: Northgate Mall, LLC  
308 Old Steese Hwy.  
Fairbanks, Ak 99701

and

Lessee: Good, LLC  
356 Old Steese Hwy.  
Fairbanks, AK 99701

Either party may designate in writing such new or other address to which such notice or demand shall thereafter be given, made or mailed. Furthermore, when for the purposes of demand or notice either party uses the address at which it customarily communicates with the other party, such demand or notice shall be effective.

**43. Sale or Transfer of Premises**

If Lessor sells or transfers the Building or the Premises, on consummation of the sale or transfer, Lessor shall be released from any liability thereafter accruing under this Lease. If any prepaid rent has been paid by Lessee, Lessor may transfer the security deposit to Lessor's successor and on such transfer Lessor shall be discharged from any further liability with reference to the prepaid rent.

**44. Estoppel Certificate by Lessee**

Lessee agrees that, from time to time, upon not less than ten (10) days prior request by Lessor, Lessee will deliver to Lessor a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and identifying the modifications); (b) the dates to which the rent and other charges have been paid; and (c) that Lessor is not in default under any provision of this Lease and, if Lessor is in default, specifying each such default of which the person making the certificate may have knowledge, it being understood that any such statement so delivered may be relied upon by any lessor under any ground or underlying lease, or any prospective purchaser, mortgagee or any assignee of any mortgage on the premises.

**45. Brokerage**

Each party shall indemnify and hold the other harmless from all damages resulting from any claims that may be asserted against the other party by any broker, finder or other such person with whom the other party has or purportedly has dealt.

**46. Access**

Lessor, its agents, employees and designees shall have the right to enter the Premises at all reasonable times to inspect the same, to clean, repair, maintain, alter or improve the Premises or the Building, to post "Notices of Non-Responsibility," to preserve and protect the Premises and the Building, and to show the Premises to prospective Lessee's within the period of 180 days prior to expiration of the term or any renewal or extension term. When reasonably deemed necessary, Lessor may temporarily close entrances, doors, hallways, elevators or other facilities without liability and without such act being construed as an eviction of Lessee or in any way relieving Lessee of the obligations of Lessee under this Lease and in such circumstances Lessor shall use reasonable efforts to avoid interfering with the conduct of Lessee's business. The right of entry reserved herein does not impose, nor does Lessor assume by reason thereof, any responsibility for care, maintenance, or supervision of the Premises beyond such obligations as are expressly set forth elsewhere herein.

**47. Rights Reserved to Lessor**

To constantly have pass keys to the Premises.

At any time, in the event of an emergency, and otherwise at reasonable times, to take any and all measures, including inspections, repairs, alterations, additions and improvements to the Premises or to the Building, as may be necessary or desirable for the safety, protection or preservation of the Premises or the Building or Lessor's interest, or as may be necessary or desirable in the operation or improvement of the Building in order to comply with all laws, orders and requirements of governmental or other authority.

**48. Lessor's Default**

Lessor shall not be in default or in breach of this Lease unless Lessee has given Lessor written notice thereof and Lessor has failed to cure the default or breach within 30 days after its receipt of such notice, provided that if such default or breach cannot reasonably be cured in such 30 day period, Lessor shall not be deemed to be in default under or in breach of this Lease so long as Lessor commences to cure in such 30 day period and thereafter diligently pursues such cure to completion. Lessee hereby waives and relinquishes any right to withhold, offset or deduct rent and agrees that its sole remedies shall be an action for damages and an action for termination of the Lease.

**49. Lessee's Option to Renew**

Lessee is granted the option and privilege of extending and renewing the term of this Lease for one (1) additional term of five (5) years, provided that Lessee is not in default of any of its obligations hereunder. Lessee shall exercise this option by providing Lessor with written notice of its intent to exercise the option to renew at least 180 days prior to the expiration of the term of the Lease, or expiration of the first renewal term. Failure to elect shall constitute an abandonment of the exercise of the option to renew. Said renewal shall be on the terms and conditions provided for under this Lease.

**51. General**

(a) No amendment, modification or waiver of a provision of this Lease nor a consent required by this Lease shall be effective unless expressed in a writing executed by Lessor and Lessee.

(b) All exhibits referred to in this Lease are attached to this Lease and incorporated in this Lease by reference.

(c) Time shall be of the essence for the performance of this Lease by Lessee and Lessor.

(d) The invalidity of one or more provisions of this Lease shall not render invalid the remaining provisions.

(e) No consent by Lessor to an act or omission by Lessee shall constitute consent to any other act or omission or to a like act or omission on a future occasion.



(f) The rule of construction that an instrument shall be construed more strictly against the party who drafted the same shall not apply to this Lease.

(g) The parties hereto agree and acknowledge that no promises, representations or agreements have been made, not contained in the body of this Lease or in attached exhibits. This Lease cannot be amended or modified except by a written agreement signed by both parties.

(h) No right or remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

(i) Subject to the terms and provisions in the main body of this Lease, this Lease shall bind and inure to the benefit of the parties, their heirs, personal representatives, assigns and other successors in interest. It is understood and agreed that this Lease shall not be binding until and unless all parties have signed it.

(j) This Lease may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

(k) This Lease shall be signed in duplicate originals, with each party to retain one original.

IN WITNESS WHEREOF, Lessor and Lessee have signed this Lease in duplicate as of the day and year first above written.


NORTHGATE MALL, LLC

Lessor

By:   
John Tidwell or Kevin Lewis, Management

Good, LLC

Lessee

By:   
Linda Lewis, Owner

Lessee

By:   
Christian Hood, Owner

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:
- ABSTAIN:
- 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
<b>TOTAL</b>	<b>\$100,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$100,000</b>

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

**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

**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 ~~striketrough~~ 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~~ **must promptly** ~~may~~ **fall** on **the sidewalk and must** ~~not fail to~~ remove or sand any ice which ~~may forms~~ **must** ~~form~~ 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, I~~ 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

*City of Fairbanks*



**MEMORANDUM**

To: City Council Members  
From: Jim Matherly, City Mayor  
Subject: Request for Concurrence – FNSB Planning Commission  
Date: August 10, 2017



---

One of the three City-recommended seats on the FNSB Planning Commission was recently vacated with the resignation of Mr. Mark Billingsley.

FNSB Code of Ordinances Section 4.80.010(A) states:

*The appointments of (Planning Commission) members from the cities shall be selected from a list of recommendations submitted to the borough mayor by the city councils.*

The following individual has applied to serve on the Planning Commission, and I hereby request your concurrence to submitting the following recommendation for appointment to the FNSB Planning Commission:

Mr. Doug Sims                      Seat D                      Term to Expire: December 31, 2017

Mr. Sims' application is attached.

Thank you.

dds/



## BOARD DETAILS



**OVERVIEW**

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

The powers and duties of the Fairbanks North Star Borough (FNSB) Planning Commission are as outlined in FNSBC Chapter 4.80.



### DETAILS

### BOARD/COMMISSION CHARACTERISTICS

The FNSB Planning Commission shall consist of 11 members. Commission membership shall be apportioned so that the number of members from the cities of Fairbanks and North Pole reflects the proportion of the Borough population residing within those cities as determined by the Borough Assembly from time to time. Members shall be appointed by the Borough Mayor, subject to confirmation by the Assembly. The appointments of members from the cities shall be selected from a list of recommendations submitted to the Borough Mayor by the City Councils. Members appointed from outside the cities shall be as representative of the various geographic areas of the Borough as practical. The Borough Mayor, Planning Director and Engineer shall be ex officio members of the Commission with privilege of the floor but shall have no vote on any matter. In addition to the eligibility and qualifications requirements in FNSBC 4.04.040, the assembly shall not confirm the appointment or selection of a local elected official serving on the assembly or a mayor. Any sitting planning commissioner who is elected or appointed as an assembly member or mayor shall resign as a planning commissioner on or prior to being sworn in to the new position.

### MEETINGS

The Commission shall annually elect from its membership a chairman and vice chairman and shall adopt rules for the conduct of its meetings. Robert's Rules of Order (newly revised) shall apply unless different rules are adopted by the Commission and approved by the Assembly. Meetings of the Commission are public in accordance with AS 44.62 and minutes shall be kept. Minutes of the Commission shall be filed with the Borough Clerk. Records of the Commission shall be retained as public records within the Planning Department. Six members of the Commission shall constitute a quorum. All Commission actions shall be by vote of a majority of the Commission's membership who are present and voting.

<http://bit.ly/2ghz6iX>

### ENACTING LEGISLATION

FNSBC 4.80.010 - 4.80.060

### ENACTING LEGISLATION WEBSITE

<http://bit.ly/25x14MA>

### JOINT COMMISSION DETAILS

The Planning Commission is a FNSB Commission with appointments from multiple jurisdictions. Only City-recommended seats are listed on the City's



membership roster. If there is a vacancy for one of the two City recommended seats, you may apply through this website. For a complete member listing, visit the Fairbanks North Star Borough website at <http://fnsb.us/>.

**EMAIL THE COMMISSION MEMBERS**

N/A

**Profile**

**DOUG**

First Name

**SIMS**

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? \***

Yes

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

Employer

Job Title

**Which Boards would you like to apply for?**

FNSB - Planning Commission: Submitted

**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?**

30 year employee at FNSB as assistant, associate planner that included 5 years as the FNSB Floodplain Adm. I've seen a fair amount of change within the community & believe I grasp an understanding of its physical, social and economic qualities. I started at the Borough in 1985 and was involved in a wide variety of planning issues/projects over the years such as Chena Riverfront Commission and Davis Road neighborhood rezoning.

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

I have actually spent my entire professional land use planning career, 30 years, here in the FNSB. I have only become a City resident within the last 5 years. Serving on the Borough Planning Commission as City rep is exciting to imagine in face of continued growth & change within the City & Borough.

Upload a Resume


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

M.S. Land Use Planning, UAA



**MEMORANDUM**

TO: Mayor Matherly and City Council Members

FROM: Jackson Fox, City Engineer 

SUBJECT: Notification regarding increase to Bjerremark Subdivision Improvement Project

Date: September 11, 2017

---

The following is the total for change orders issued for the Bjerremark Subdivision Improvement Project. City Code Sec. 54-102 states "Any change order issued under this subsection which exceeds \$25,000.00 shall be reasonably noticed to the city council by the administering authority."

Original Contract - \$ 229,751.00

Change Order #2 - \$ 70,345.99 (additional paving, tree removal, culvert installation and  
\$300,096.99 time & materials work per field directives)

Grant funds will be used to cover the change orders for the Bjerremark Subdivision Improvement Project.

Thank you.