



FAIRBANKS CITY COUNCIL
AGENDA NO. 2016-22
REGULAR MEETING NOVEMBER 21, 2016
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

REGULAR MEETING

7:00 P.M.

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

Approval of Consent Agenda passes all routine items indicated by an asterisk (*). Consent Agenda items are not considered separately unless a Council Member so requests. In the event of such a request, the item is returned to the General Agenda.
6. APPROVAL OF PREVIOUS MINUTES
7. SPECIAL ORDERS
 - a) The Fairbanks City Council, Sitting as a Committee of the Whole, 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 #10278
DBA:	GoodSinse, LLC
Licensee/Applicant:	GoodSinse, LLC
Physical Location:	2604 Davis Road, Fairbanks, Alaska


8. MAYOR'S COMMENTS AND REPORT
9. UNFINISHED BUSINESS
 - a) Motion to Accept the Appeal to the Supreme Court on the PSEA Labor Contract Dispute Filed by the City Attorney [Regarding the City v. PSEA Superior Court Decision, Case No. 4FA-15-2868CI]. POSTPONED from the Regular Meeting of November 7, 2016.
 - b) Ordinance No. 6032, as Amended – An Ordinance Amending the 2016 Operating and Capital Budgets for the Third Time. Amended Version Introduced by Council Member Cleworth. POSTPONED from the Regular Meeting of November 7, 2016. PUBLIC HEARING WAS HELD ON NOVEMBER 7, 2016.
10. NEW BUSINESS
11. DISCUSSION ITEMS (INFORMATION AND REPORT)
 - a) Committee Reports
12. COMMUNICATIONS TO COUNCIL
 - *a) Chena Riverfront Commission Meeting Minutes of October 12, 2016
13. COUNCIL MEMBERS' COMMENTS
14. CITY CLERK'S REPORT
15. CITY ATTORNEY'S REPORT
16. EXECUTIVE SESSION
 - a) AFL-CIO Labor Negotiations
17. ADJOURNMENT

MEMORANDUM

City of Fairbanks Clerk's Office

D. Danyielle Snider, City Clerk

TO: Mayor Jim Matherly
City Council Members

FROM: D. Danyielle Snider, CMC, City Clerk 

SUBJECT: Application for New Retail Marijuana Store License

DATE: November 16, 2016

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 #: **10278**
License Type: **Retail Marijuana Store**
D.B.A.: GoodSinse, LLC
Licensee/Applicant: GoodSinse, LLC
Physical Location: 2604 Davis Road, 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.

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 will be advertised in the Fairbanks Daily News Miner on November 18, 2016.

There are **no departmental objections** to the issuance of the Retail Marijuana Store License.



MEMORANDUM

TO: City of Fairbanks Council

FROM: D. Christine Nelson, AICP *DCN*
Community Planning Director

DATE: November 2, 2016

SUBJECT: GoodSinse LLC – Retail Marijuana Store License #10278

A “retail marijuana store” is a listed permitted use in the Light Industrial (LI) zoning district pursuant to FNSBC 18.72.020.A.1 (FNSBC 18.64.020.A.77). The applicant was issued a zoning permit # ZP17530 to use 323 square feet of an existing 10,800 square-foot warehouse. After issuance, the permittee revised his application to include a shared storage area of approximately 114 square feet. The retail marijuana store now totals 456 square feet and the zoning permit has been updated to reflect the new square-footage.

The proposed store is not located within any known sensitive use buffers listed in FNSBC 18.96.240.A.3. For further discussion on the measurement of sensitive use buffers from the Laborer Union Classroom and Training Center, please see the attached memo dated August 4, 2016 and map identifying approximate distances. Also attached are FNSBC sections related to “Standards for commercial marijuana establishments” and “Definitions.”



MEMORANDUM

TO: City of Fairbanks City Council

FROM: D. Christine Nelson, AICP
Director of Community Planning

DATE: August 4, 2016

SUBJECT: Marijuana Buffer Distances

FNSBC 18.96.240 Standards for commercial marijuana establishments, Section A(3) (formerly 18.50.300.A(3)) addresses buffer distances for commercial marijuana establishments. More specifically, FNSBC 18.96.240.A.3(a) establishes the distance of 500 feet from any primary or secondary school building (K-12) including vocational programs while FNSBC 18.96.240.A.3(b) establishes the distance of 200 feet from any post-secondary school buildings including but not limited to trade/technical/vocational schools, colleges and universities. Buffer distances are measured from the lot line of the lot containing the sensitive use or zone to the commercial marijuana establishment (building) in accordance with FNSBC 18.96.240.A.3(d).

Title 18 contains specific definitions for both “school buildings” and “trade/technical/vocational school”. Section 18.04.010 Definitions (formerly 18.06.010) states that “ *‘School buildings’ means buildings, except church buildings as defined, used primarily for teaching and instruction on a daily basis as its primary use, including elementary and secondary schools and colleges. This definition does not include trade/technical/vocational school.*” The same code section states that “ *‘Trade/technical/vocational school’ means a school on a secondary or post-secondary level that offers instruction and practical experience in skilled trades, including, but not limited to, aviation, mechanics, carpentry, plumbing and construction.*”

The Fairbanks North Star Borough interprets the above code sections such that a 500 foot buffer applies to primary or secondary (K-12) schools, including any K-12 vocational school programs, but that the 500 foot buffer does not apply to trade/technical/vocational schools or those types of programs that are not a K-12 school. Trade/technical/vocational schools are specifically excluded from the definition of “school buildings”. However, a 200 foot buffer distance does apply to trade/technical/vocational schools.

Laborer Union Classroom and Training Center meets the borough’s definition of a “trade/technical/vocational school” but does not meet the definition of “school buildings” nor does it appear that to be a K-12 vocational program within a school building. As measured by the FNSB, the property line of the Laborer Union Classroom and Training Center is 300 feet from the closest portion of the commercial marijuana establishment (building) (see Exhibit 1). The 200 foot FNSB buffer distance from a trade/technical/vocational school has been met.

Enc. Exhibit 1: Map depicting distance from sensitive use
FNSBC 18.96.240 Standards for commercial marijuana establishments
FNSBC 18.04.010 Definitions



Exhibit 1

Zion Lutheran Church/
Open Arms Day care

Laborers Union Classroom
and Training Center

MJ Building

709 Feet

300 Feet

DAVIS RD

DAVIS

KIANA

ADA S

LILLIAN

20TH AVE

20TH AVE

21ST AVE

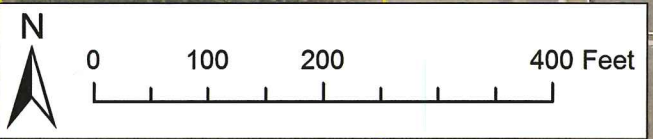
21ST AVE

KIANA ST

ADA ST

LILLIAN ST

STUBBORN GERMAN CT



18.96.240 Standards for commercial marijuana establishments.**A. General Standards.**

1. Applicability. Standards of this section shall apply to commercial marijuana establishments regardless of whether they are a permitted or conditional use.

2. A commercial marijuana establishment may only be allowed with the written consent of the owner of the property.

3. No marijuana establishment, except a marijuana testing facility, shall be located within the following buffer distances:

a. Five hundred feet of primary and secondary school buildings (K-12) including vocational programs, playgrounds, adult and juvenile correctional facilities and housing facilities owned by a public housing authority with children as residents; and

b. Two hundred feet of any post-secondary school buildings including but not limited to trade/technical/vocational schools, colleges and universities; and

c. One hundred feet of youth centers, group homes serving persons ages 18 and under, public swimming pools, state licensed day care facilities, arcades, state licensed substance use treatment provider or facility providing substance abuse use treatment, church buildings and residential zones (RE, RR, SF, TF, MF, MFO).

d. Buffer distances shall be measured from the lot line of the lot containing a use or zone listed in subsections (A)(3)(a) through (c) of this section to the commercial marijuana establishment.

e. Buffer distance measurements shall not extend beyond the nearest ordinary high water (OHW) mark of a river or lake or beyond the nearest edge of a right-of-way (ROW) of a controlled access facility.

4. Outdoor Storage. No outdoor storage of marijuana, marijuana products or hazardous substances shall be allowed.

5. In all zones in which marijuana establishments, with the exception of a marijuana testing facility, are a permitted or conditional use, the applicant shall include an area map drawn to scale indicating all land uses on complete parcels within a 500-foot proximity of the lot upon which the applicant is seeking a zoning permit or conditional use permit.

6. Marijuana establishments other than marijuana cultivation facilities, indoor small and marijuana testing facilities located in GU-1 or GU-5 zoning and adjacent to a lot upon which a principal building used as a dwelling is located are a conditional use subject to the requirements of this title.

B. Cultivation Facility Standards.

1. Yard Setbacks. Outdoor marijuana cultivation facilities, including all land planted with marijuana, shall be located at least 50 feet from a lot line.

2. Height Limitations.

a. The maximum height for a marijuana cultivation facility, indoor small shall be 35 feet.

b. The maximum height for a marijuana cultivation facility, indoor large shall be 75 feet. (Ord. 2015-41 § 19, 2015; Ord. 2016-30 § 4, 2016)

“Professional office” means an enterprise, organization or place where consulting, record keeping and the work of a person or persons in the following occupations is done:

1. Accountants, auditors, tax experts;
2. Audio recording studios;
3. Architects, engineers, surveyors;
4. Consulting services;
5. Doctors, dentists, psychologists, optometrists, chiropractors;
6. Geologists, geophysicists;
7. Insurance offices;
8. Laboratory technicians and laboratories, excluding outdoor living facilities for animals;
9. Lawyers;
10. Messenger, telegraph, telecommunications, answering services;
11. Photography studios;
12. Public typists, stenographers, court reporters;
13. Real estate brokers, appraisers, abstractors;
14. Stockbrokers;
15. Other professional office uses comparable and similar in operation, appearance, conduct and occupation as those listed above.

“Public dumping site” means a site, containing one or more neighborhood dumpsters, intended for use by the general public as a depository and collection point for solid waste generated by households.

“Recreation building” or “community center” means a building or group of buildings offering recreational facilities including, but not limited to, gymnasiums, swimming pools, ice rinks, exercise facilities, meeting rooms and clubs, as distinguished from private clubs or lodges.

“Retail building” means a building whose principal use is the sale of goods or commodities in small quantities directly to consumers.

“Retail marijuana store” means a legally licensed commercial retail marijuana store as defined by state law. A retail marijuana store may sell marijuana accessories as defined by state law.

“Retaining wall” means a wall that holds back earth material, independent of any other structure.

“Roominghouse” means a dwelling unit or portion thereof, other than a hotel, motel or guest room, in which lodging is provided by the owner or operator to five or more boarders for consideration.

“Sanitary landfill” means an area of land used for final disposal of solid waste in a manner approved by the Alaska Department of Environmental Conservation. For purposes of this chapter, solid waste does not include biosolids (sewage sludge), when used for agricultural purposes or beneficial land application, compost material, or coal ash.

“School buildings” means buildings, except church buildings as defined, used primarily for teaching and instruction on a daily basis as its primary use, including elementary and secondary schools and colleges. This definition does not include trade/technical/vocational school.

"Street parking lot screening" means landscaping consisting of approved trees and shrubs that provide a natural and partial barrier or buffer between a street or public right-of-way and a parking lot.

"Street, road or highway" means a public or private right-of-way or easement which is designated as a permanent right-of-way for common use as the primary means of vehicular access to properties abutting it.

"Structure." See "Building."

"Substantial or significant" means, as it pertains to adult entertainment facilities, 25 percent or greater.

"Supreme Court, U.S." The decisions on land use and uses, to which the borough will conform.

"Swimming pool" means any public facility, including any parking lot appurtenant thereto, intended for the purposes of swimming and other water-related recreational activities.

"Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"Trade/technical/vocational school" means a school on a secondary or post secondary level that offers instruction and practical experience in skilled trades, including, but not limited to, aviation, mechanics, carpentry, plumbing and construction.

"Trailer park" means a parcel of land used for the parking of two or more travel trailers occupied or intended to be occupied on the parcel.

"Transfer station" means a facility, located within a permanent building, designed to be used as a central solid waste depository and collection point for a subregion.

"Transit amenities" means transit passenger shelters and other related items or structures directly related to the purposes of transit stops and intended for use by transit passengers.

"Trash and garbage areas" means exterior centralized areas that include dumpsters, garbage receptacles, bins and trash cans.

"Travel trailer" means any vehicle or similar portable structure used or intended to be used as transient living or sleeping quarters for humans and which may be driven, towed or propelled from one location to another without change in structure or design, whether or not the same is supported by wheels.

"Use" means the purpose for which land and/or a building is arranged, designed, intended, occupied or maintained.

"Use, accessory" means a use which is clearly and customarily incidental and subordinate to the principal use of a building or premises and which is located on the same zoning lot as the principal use or building.

"Use, conforming" means the use of a building or premises which complies with all of the applicable use regulations of the zoning district in which said building or premises is located.

"Use, nonconforming" means a use which was lawfully established prior to the adoption, revision or amendment of this title, but which fails, by reason of such adoption, revision or amendment, to conform to the present requirements of the zoning district in which it is located.



Fairbanks North Star Borough Generic Report

PAN# 0127523
Printed on: 10/19/2016

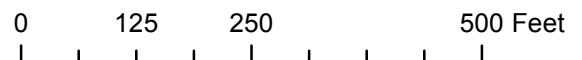


Property Information for PAN#: 0127523

PROPERTY DESCRIPTION: E M JONES, BLOCK: 17SE
 OWNER: Tompkins Carl E
 SITUS ADDRESS: 2604 Davis Rd
 ZONING: LI (100%)
 COMMUNITY PLANNING PERMITS:
 Zoning: 17529
 Zoning: 17530

500' Buffer Map

GOODSINSE LLC
Marijuana License - New - #10278
Retail Store

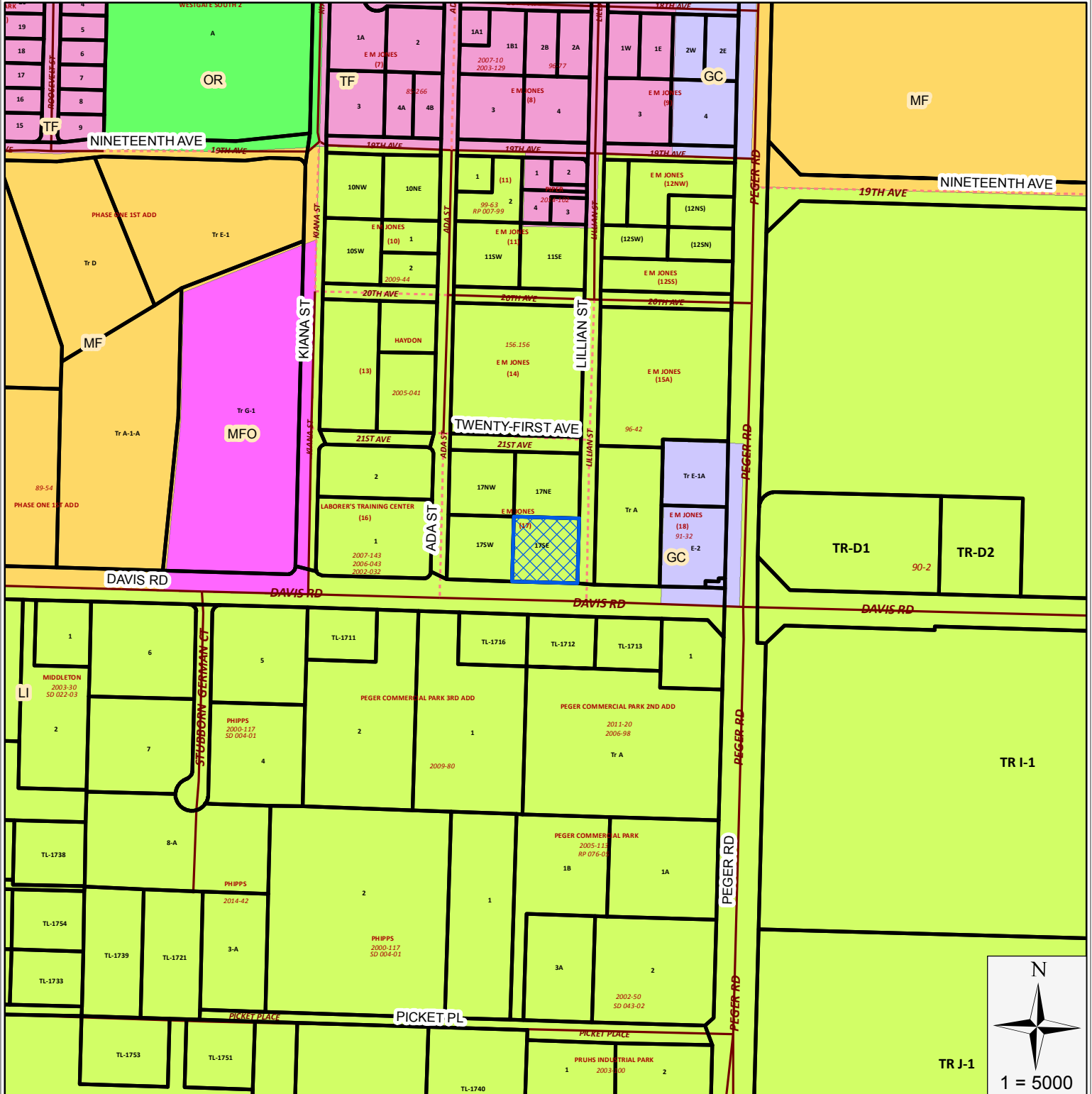




Fairbanks North Star Borough

Generic Report

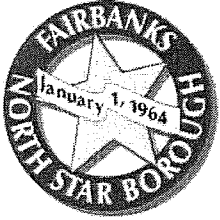
PAN# 0127523
Printed on: 10/19/2016



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 OWNER: Tompkins Carl E
 SITUS ADDRESS: 2604 Davis Rd
 ZONING: LI (100%)
 COMMUNITY PLANNING PERMITS:
 Zoning: 17529
 Zoning: 17530

Proximity and Zoning Map
GOODSINSE LLC
Marijuana License - New - #10278
Retail Store

0 250 500 1,000 Feet



**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: 17530

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: 5/20/2016

Telephone: 907-347-7689

Applicant: PETERS DANIEL

Cell Phone:

Mailing Address: 2750 PARK WAY, NORTH POLE AK 99705

Email:

Property Description: 0127523 2014 T/R Assembled Now known as Site Address: 2604 DAVIS RD

Existing Use: Industrial Structure: Shop : Shop with three rental bays

Proposed Use: Commercial Structure: Retail marijuana store : Retail marijuana store

Dwelling Units: 0 New: 0 Existing: 0

Building Height (stories): 1

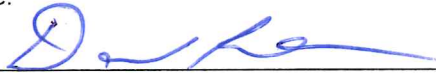
Total Area of Structure: 10,800 SF New: 0 SF Existing: 10,800 SF

Lot Size: 40,000 SF

Est. Construction Cost: \$10,000

Note: This permit is only for a retail marijuana store in 323 square feet of a 10,800 square foot building. A separate permit is required for the marijuana cultivation use. The marijuana facility shall be physically separated from other portions of the building as indicated on the floor plan provided.

- 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 18.54.070.
- This permit is issued contingent upon the applicant obtaining the appropriate State of Alaska Commercial Marijuana Facility License.



5-20-16

Applicant Signature

Date

Zoning Specifications

Flood Zone: X PROTECTED BY LEVEE (100%)

Existing Zone: LI (100%)

Minimum Lot Size: 0

Front Yard Req: 20

Side Yard Req: 0

Rear Yard Req: 0

Road Service Area: No

Parking Spaces Req: 1

Building Type: Principal

Conditions

Floodplain Permit Required: No

FNSB Driveway Permit Required: No

Conditions: Retail marijuana store

Reasons: Retail marijuana store meets Title 18 requirements

Permit Approval: Approved



5/20/2016

Zoning Official: Wasinger, S

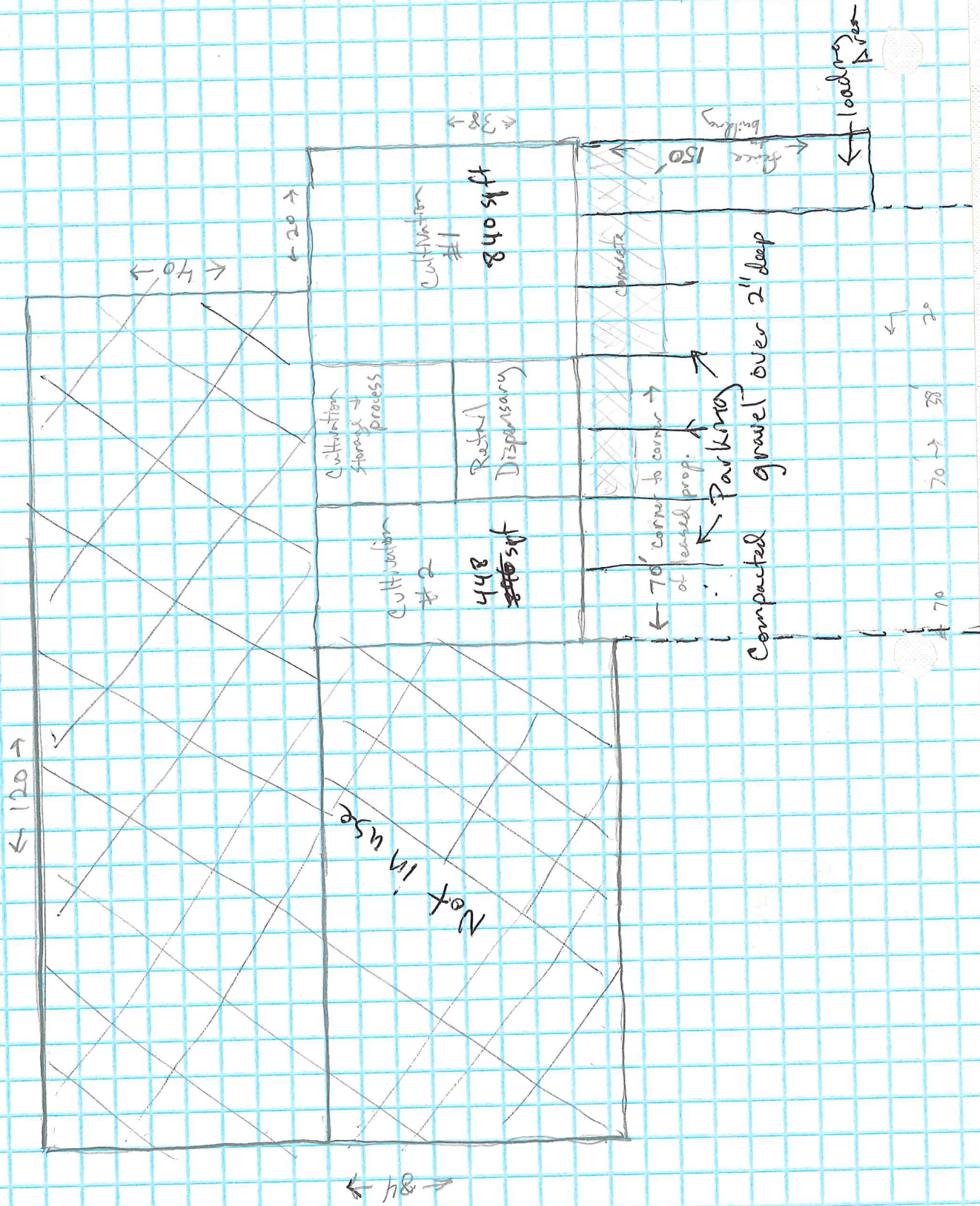
Date

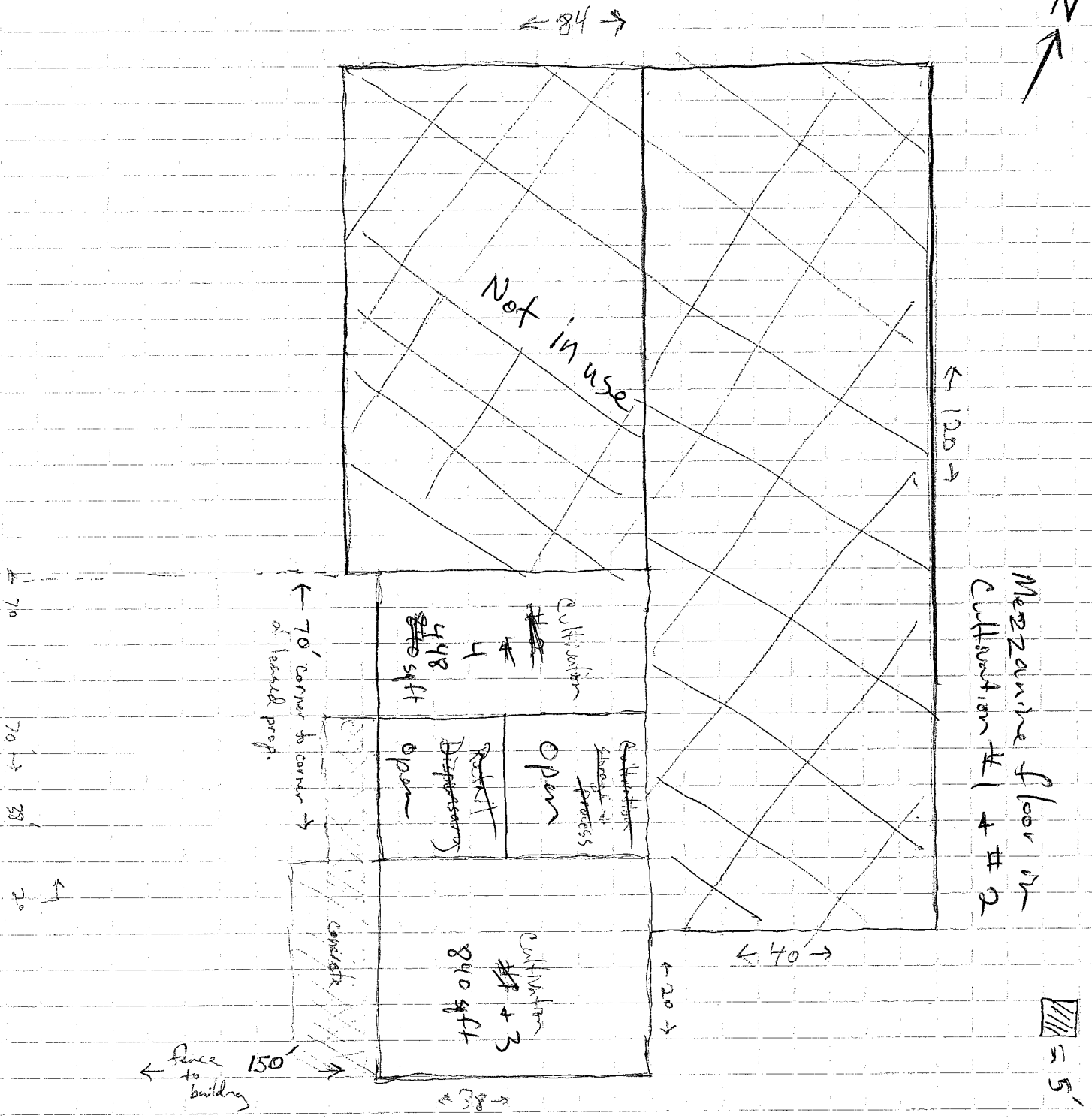
This is a Fairbanks North Star Borough Community Planning Department Zoning Permit. Please contact other departments and agencies to obtain permits as necessary.

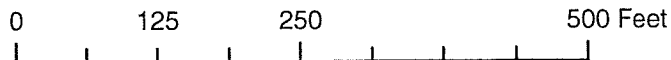
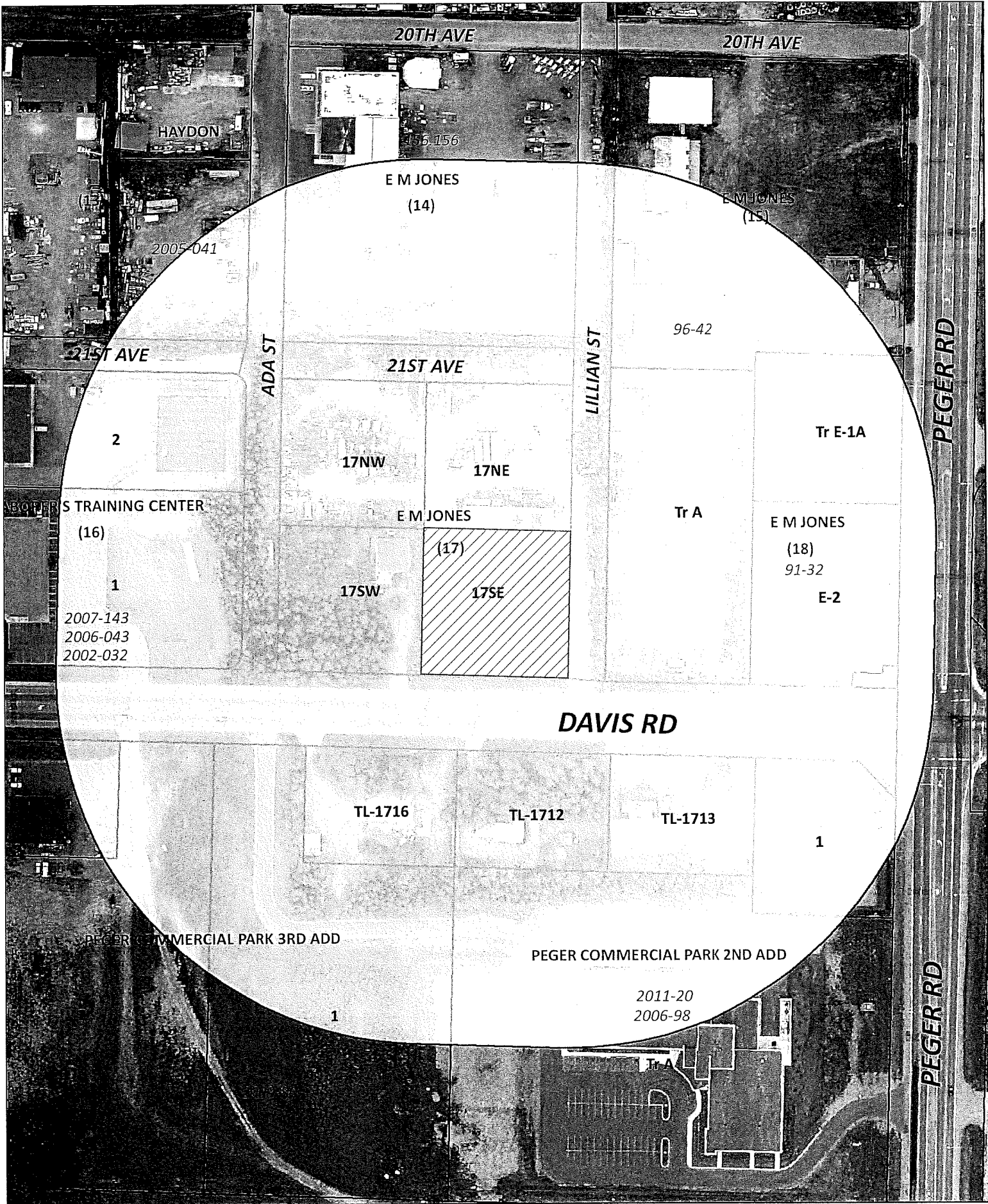
I, Carl Tompkins, owner of 2604 Davis Road Fairbanks give authorization to GoodSinse LLC to operate any legal business including but not limited to commercial cannabis cultivation, and/or sales at the property address 2604 Davis Road Fairbanks Alaska.

Name Carl Tompkins Date 4/11/16

5'



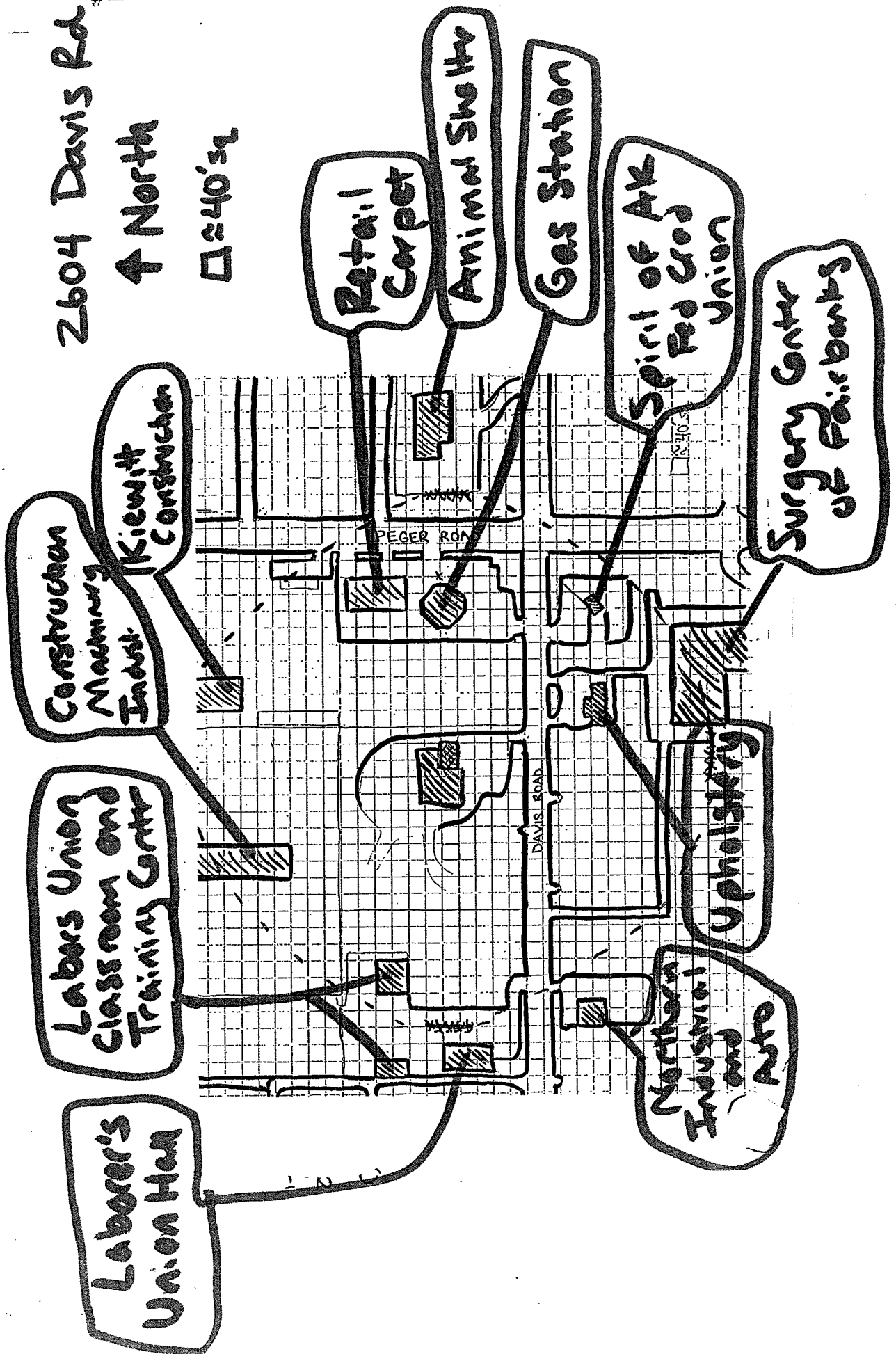


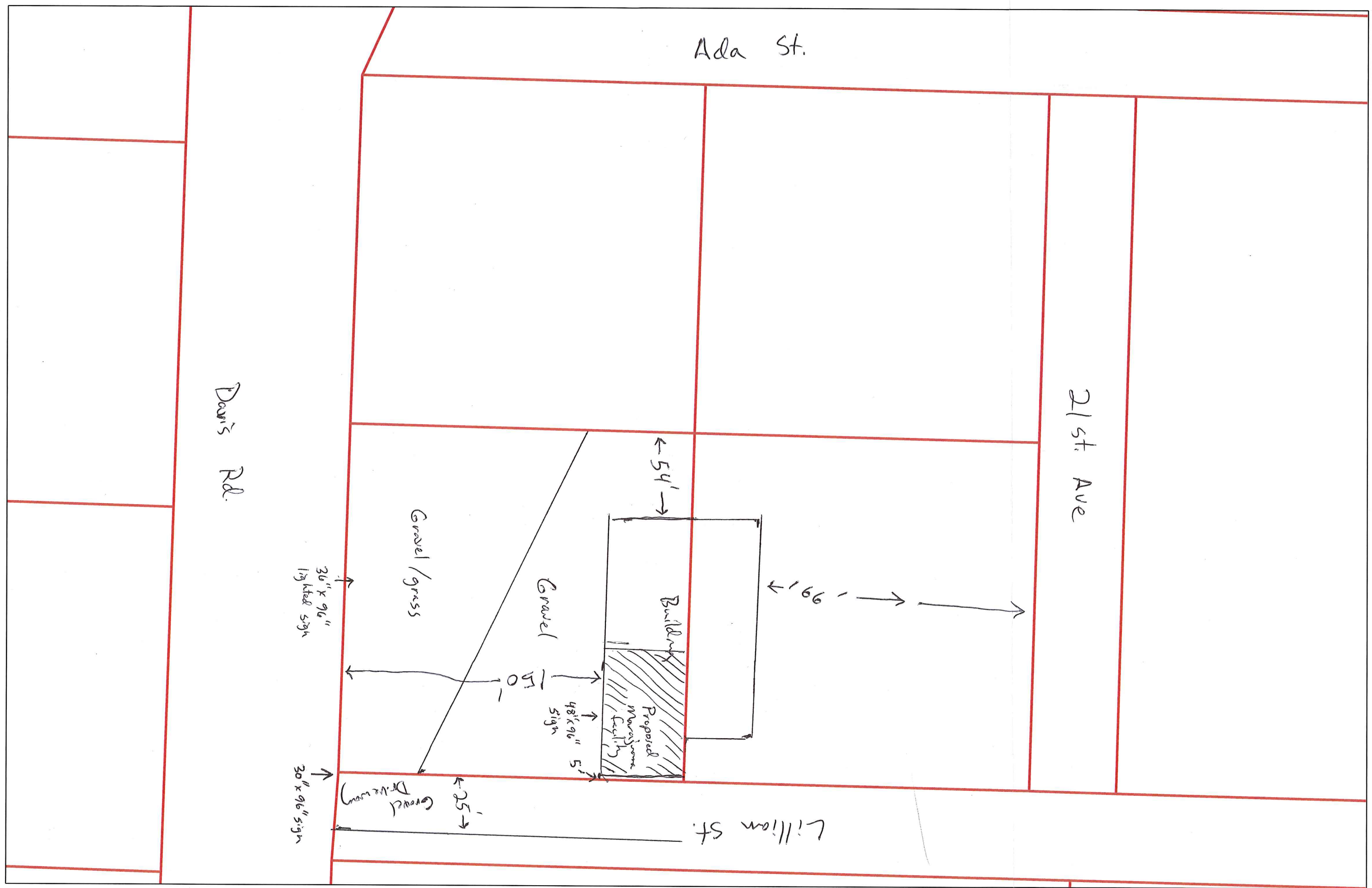
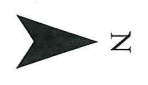
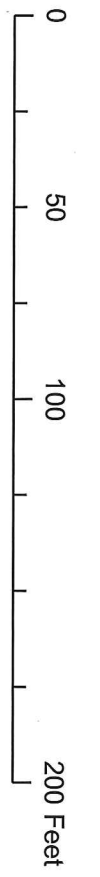


2604 Davis Rd

↑ North

□ ≈ 40' sq



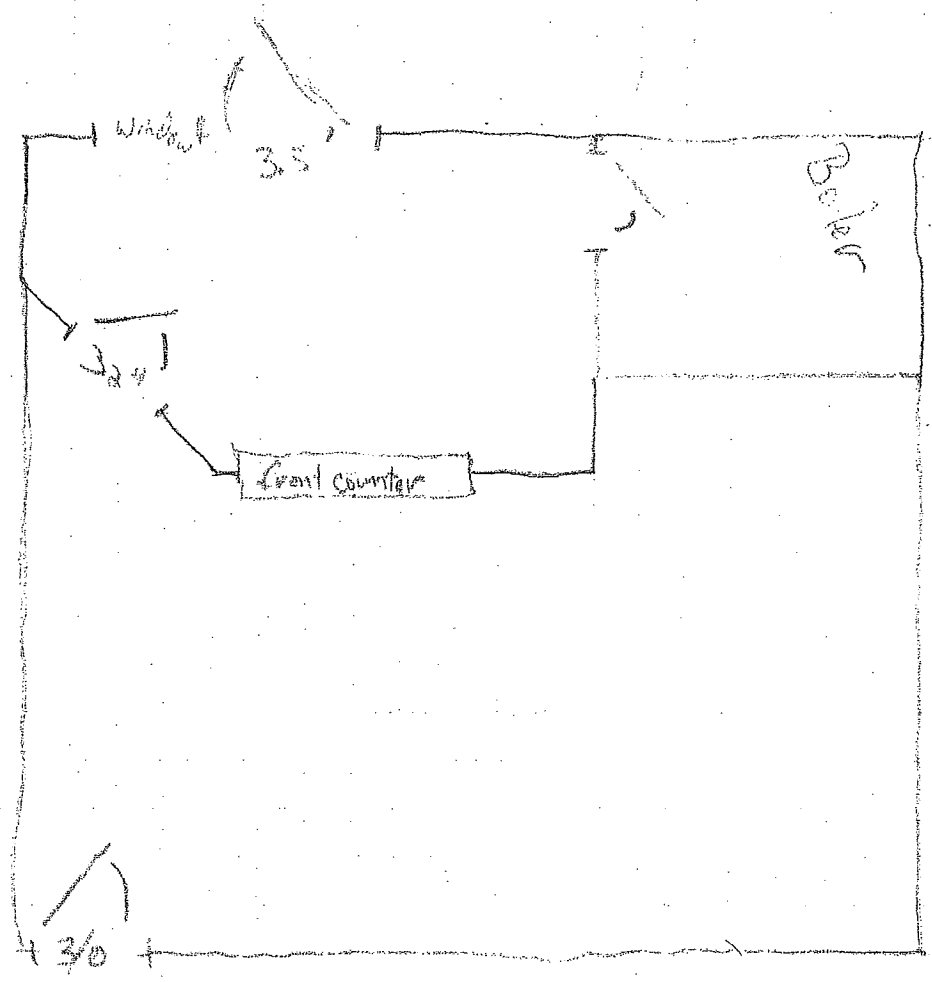
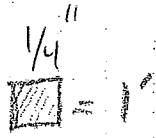


MAY 17 2016


RECEIVED



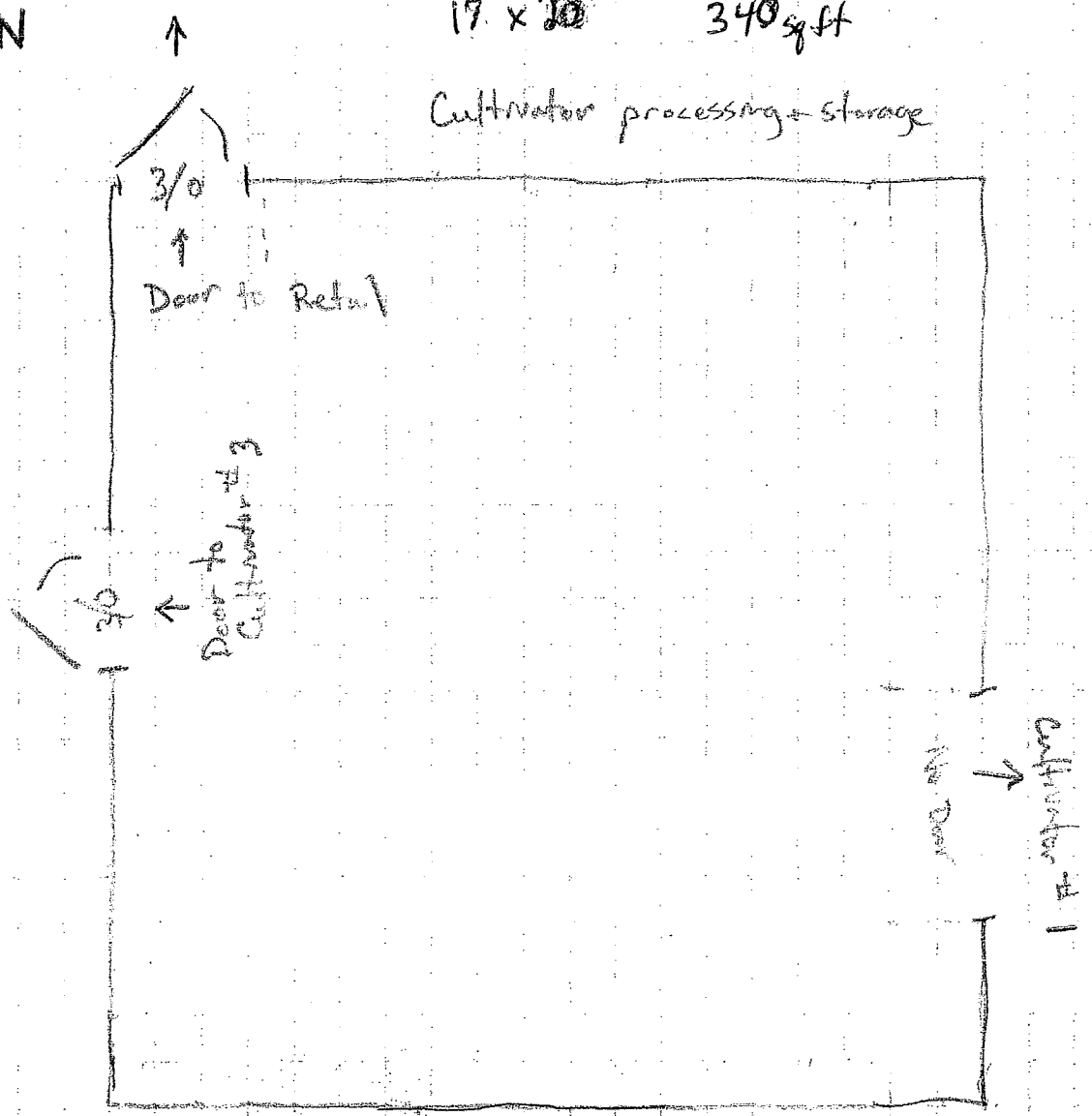
Existing layout
Retail 323 sqft
17' x 19'



Retail Dispensary

middle bay Existing Layout
17' x 20' 340 sq ft
1" = 

Cultivator processing + storage

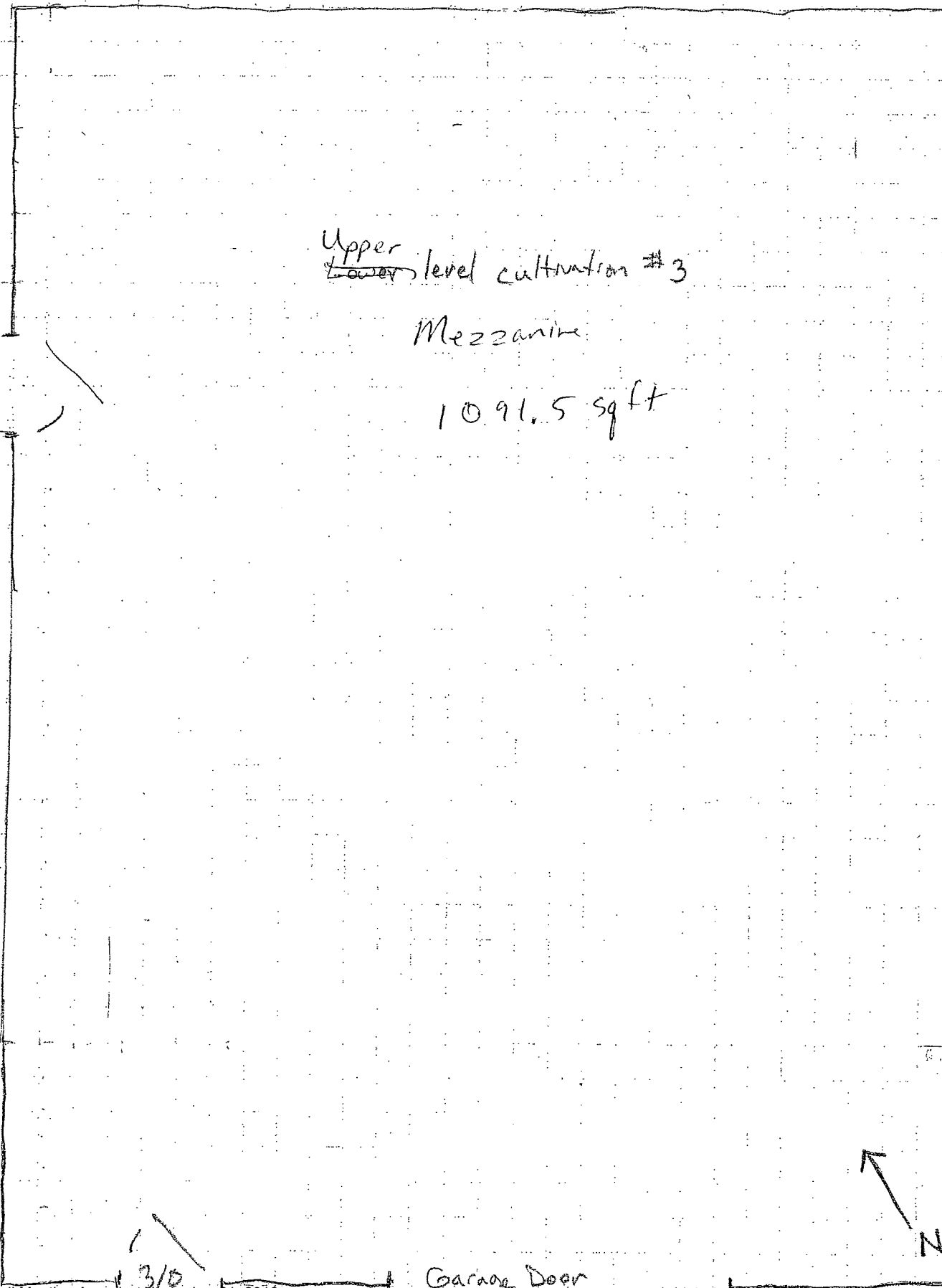


37x~~28~~ Large bay ~~1091.5~~ sqft total
Existing Layout
29.5

Upper level cultivation #3
~~Lower~~

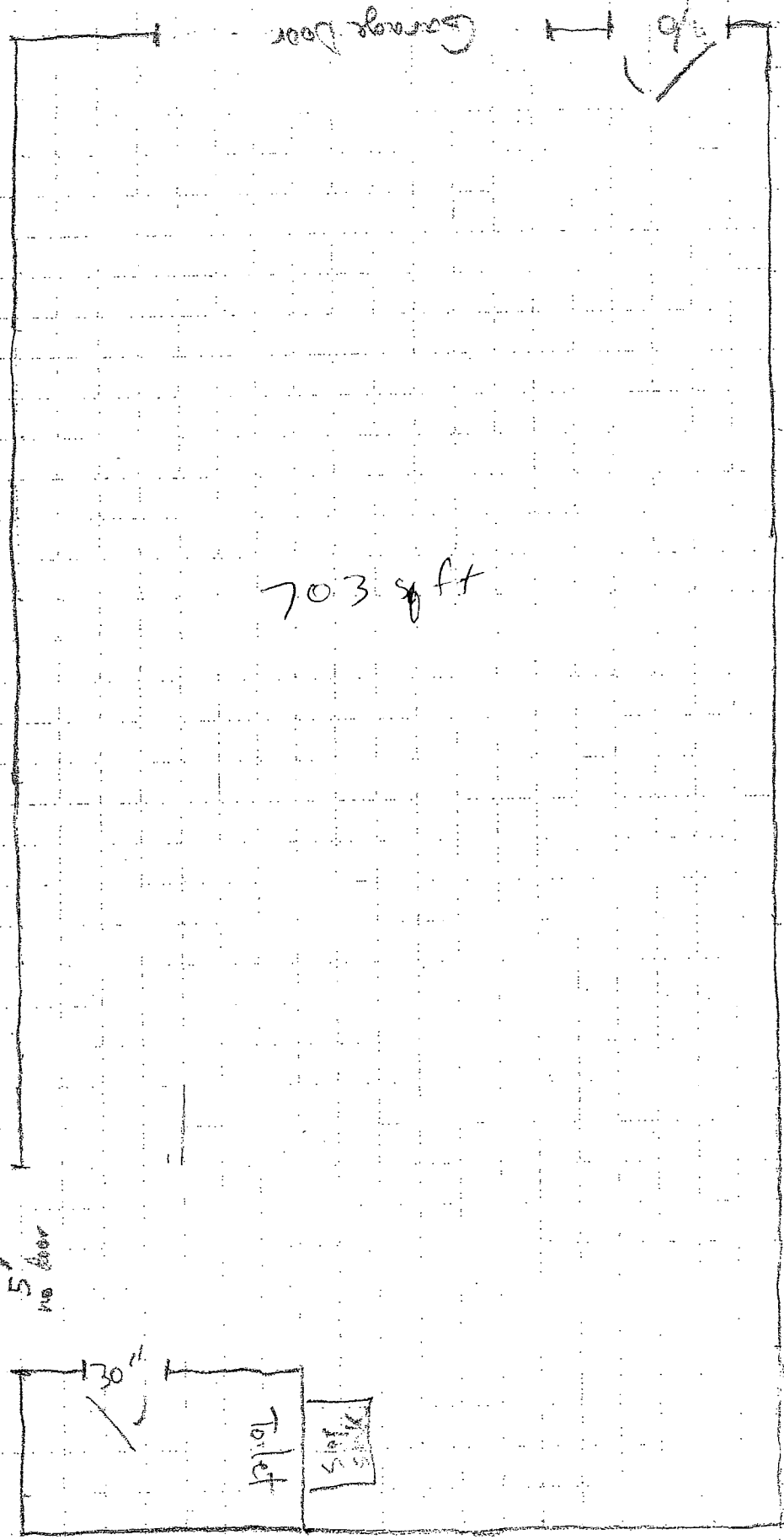
Mezzanine

1091.5 sqft



Existing Layout Cultivation #4
Mezzanine

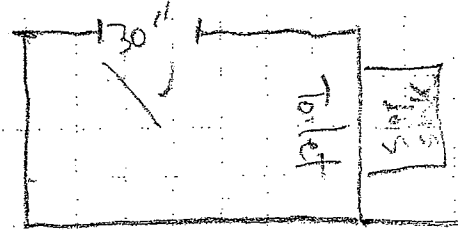
37
12
4
319



703 sq ft

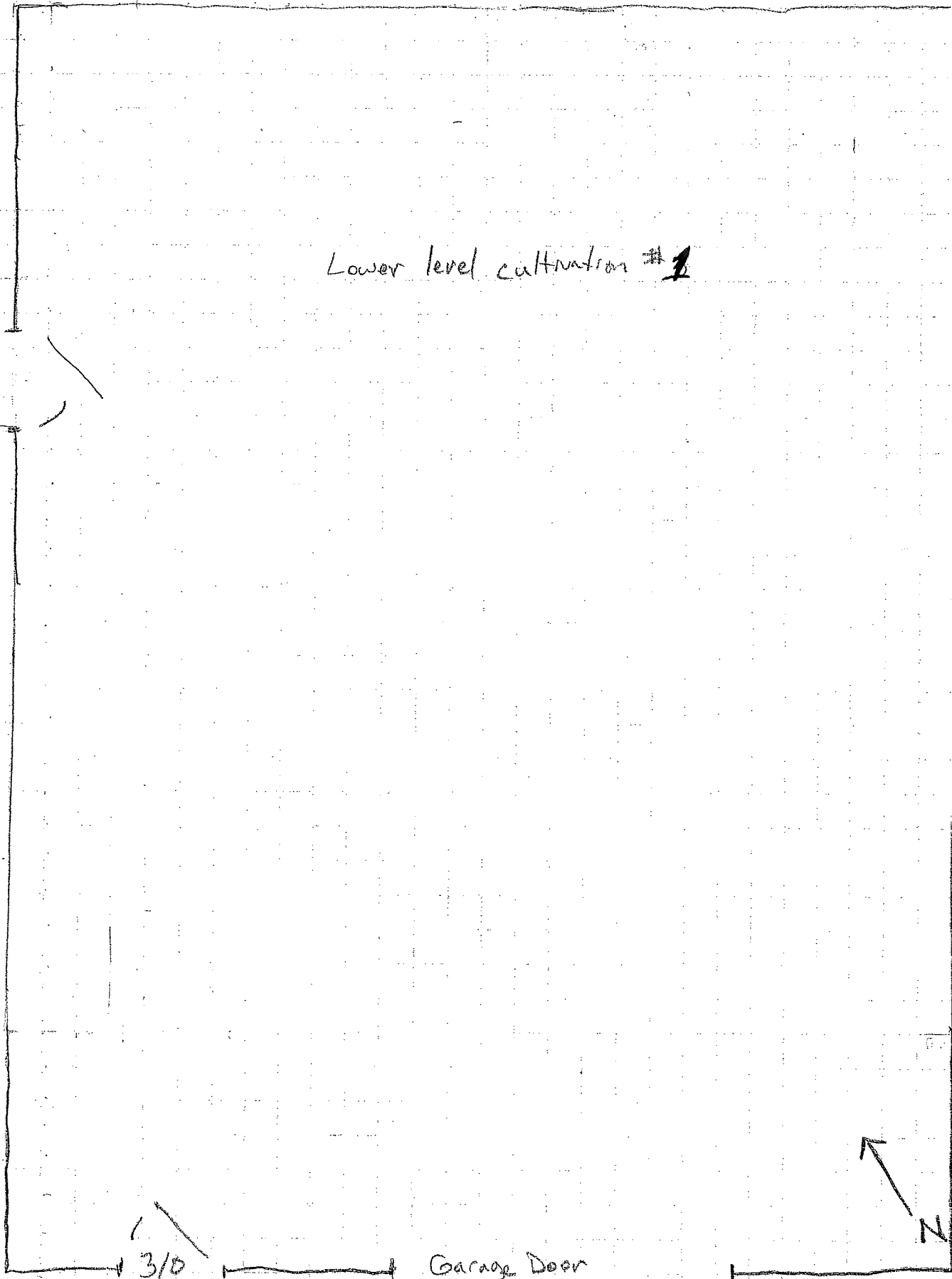
Left side smaller Bay 703 sq ft
19' x 31'

5' no door



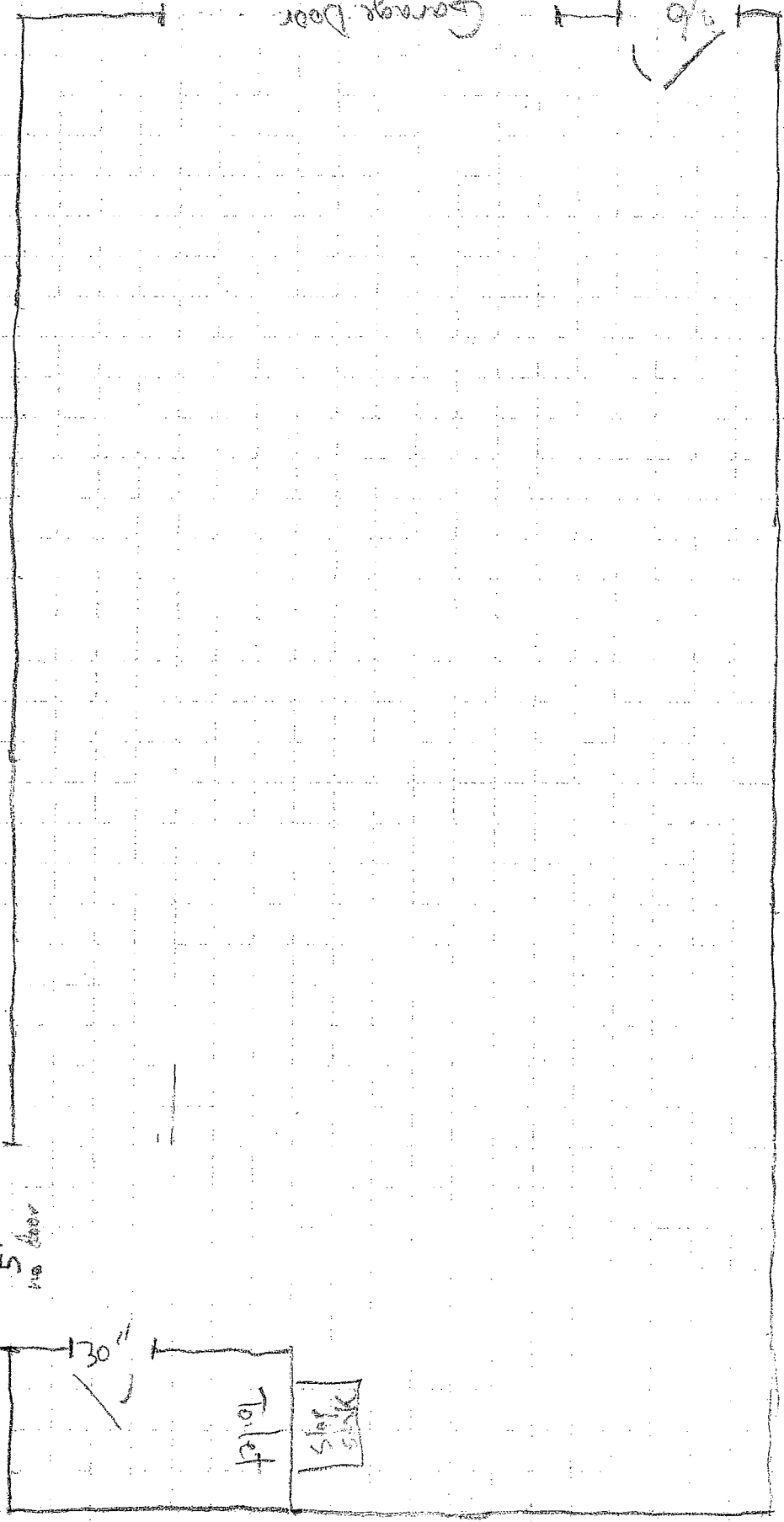
37x28 Large bay ~~1091.5~~ sqft total
Existing Layout ground floor
29.5

Lower level cultivation #1



Existing Layout Cultivation #2
ground floor

37
12
4
3.5



Left side smaller Bay 703 sqft
19' x 37'

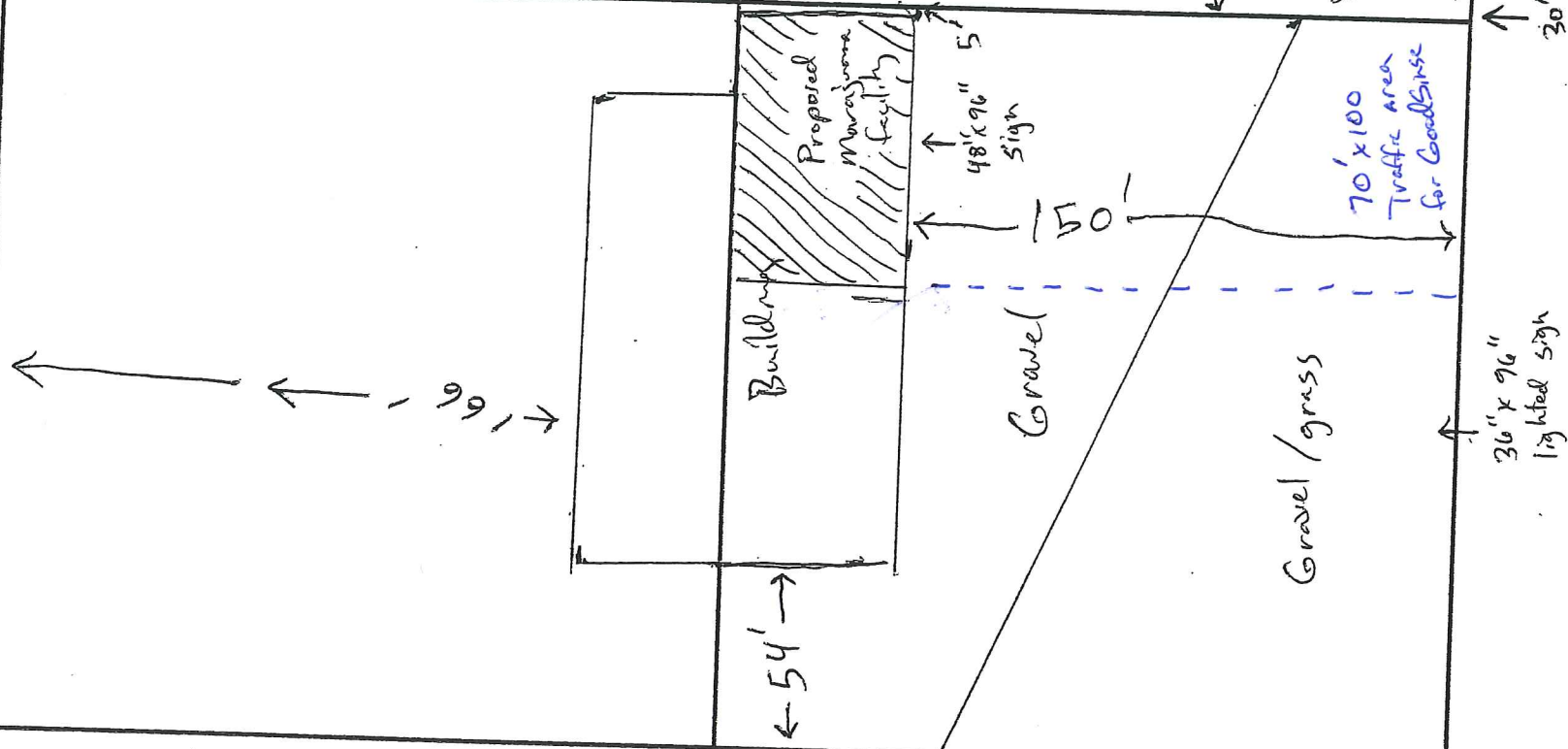
Comm. Planning Dept
MAY 17 2016
RECEIVED

21st Ave

Lillian St.

Ada St.

Davis Rd.



Zoning Permit 17529 and 17530

5/19/2016, Additional Comments

The 500 foot buffer map submitted by the applicant for the proposed retail marijuana store and marijuana cultivation facility shows Alaska Laborers' Training School within the 500 foot buffer. Based on the information provided, this is a post-secondary vocational/trade school, which requires a 200 foot buffer. Also based on the information provided, any primary or secondary school programs are not provided on a daily basis and therefore do not qualify as primary and secondary school buildings. The proposed facility, based on the site plan, appears to be more than 200 feet from the post-secondary vocational/trade school, meeting all requirements in FNSBC 18.50.300(A)(3).

- Title 18 definitions:
 - *"Trade/technical/vocational school"* means a school on a secondary or post secondary level that offers instruction and practical experience in skilled trades, including, but not limited to, aviation, mechanics, carpentry, plumbing and construction.
 - *"School buildings"* means buildings, except church buildings as defined, used primarily for teaching and instruction on a daily basis as its primary use, including elementary and secondary schools and colleges. This definition does not include trade/technical/vocational school.
- MJ buffer requirements:
 - Five hundred feet of primary and secondary school buildings (K-12) including vocational programs, playgrounds, adult and juvenile correctional facilities and housing facilities owned by a public housing authority with children as residents
 - Two hundred feet of any post-secondary school buildings including but not limited to trade/technical/vocational schools, colleges and universities

Alcohol & Marijuana Control Office

License Number: 10278

License Status: New

License Type: Retail Marijuana Store

Doing Business As: GOODSINSE LLC

Business License Number: 1035647

Designated Owner: Daniel L. Peters

Email Address: goodsinse@yahoo.com

Latitude, Longitude: 69.827989, -147.782053

Physical Address: 2604 Davis rd.
Fairbanks , AK 99709
UNITED STATES

Owner #1

Owner Type: Entity

Alaska Entity Number: 10037034

Alaska Entity Name: GoodSinse LLC

Phone Number: 9073477689

Email Address: goodsinse@yahoo.com

Mailing Address: 2750 Park way
North Pole, AK 99705
UNITED STATES

Affiliate #1

Owner Type: Individual

Name: Danielle Peters

SSN: [REDACTED]

Date of Birth: 06/09/1978

Phone Number: 9073477688

Email Address: goodsinse@yahoo.com

Mailing Address: 2750 Park way
North Pole, AK 99705
UNITED STATES

Affiliate #2

Owner Type: Individual

Name: Daniel Peters

SSN: [REDACTED]

Date of Birth: 01/24/1979

Phone Number: 9073477689

Email Address: goodsinse@yahoo.com

Mailing Address: 2750 Park way
North Pole, AK 99705
UNITED STATES



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.

License:		License Number:	
License Type:			
Doing Business As:			
Premises Address:			
City:		State:	
		ZIP:	



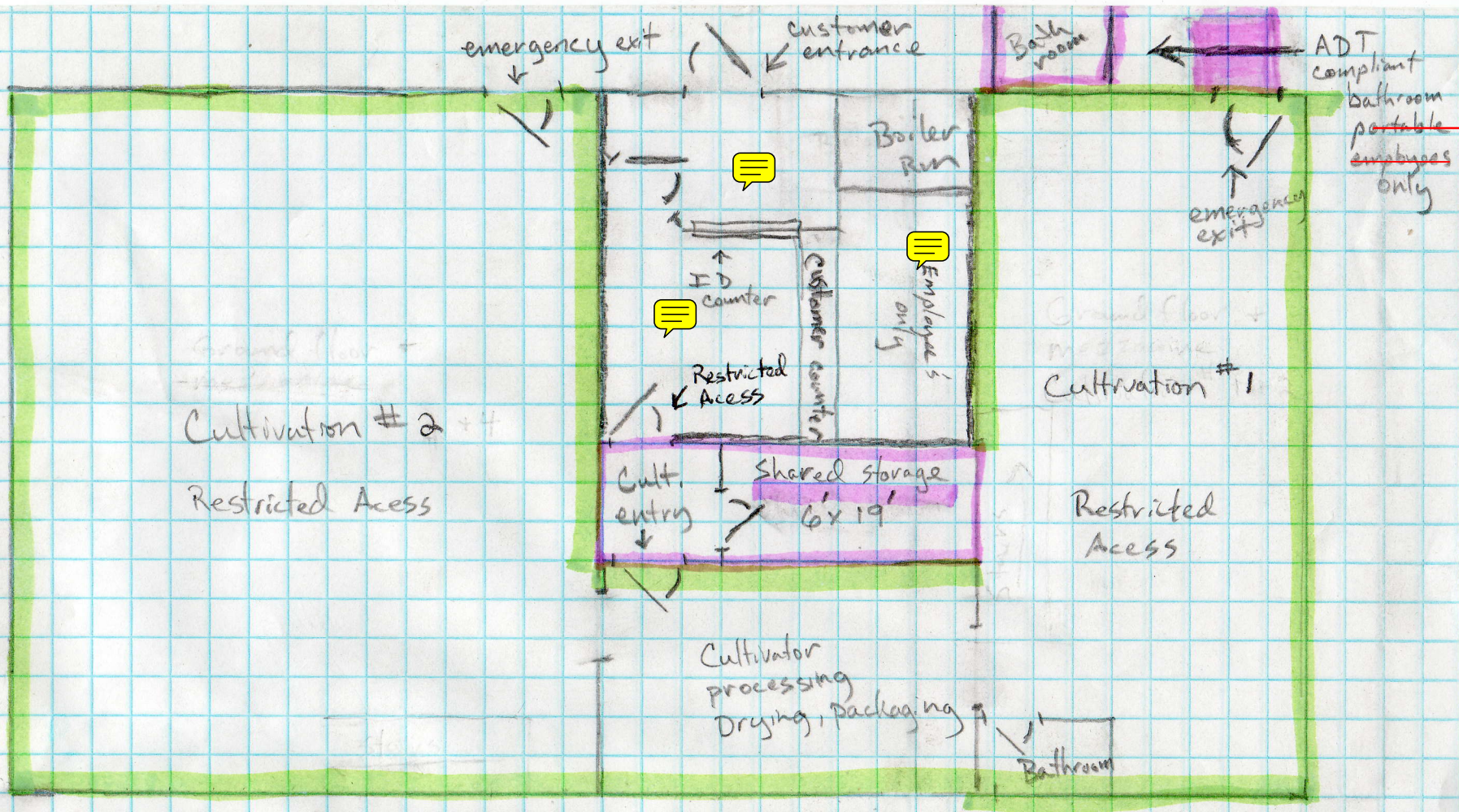
Alaska Marijuana Control Board

Form MJ-02: Premises Diagram

Section 2 – Detailed Premises Diagram

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

A large, empty rectangular box with a thick black border, intended for the user to draw a detailed premises diagram. The box occupies most of the page below the instructions.



Cultivation License

Shared spaces

Retail License

Cultivation #1 = 703 sqft

#2 = 1091.5 sqft

Cult. Processing } 340 sqft
Drying, packaging }

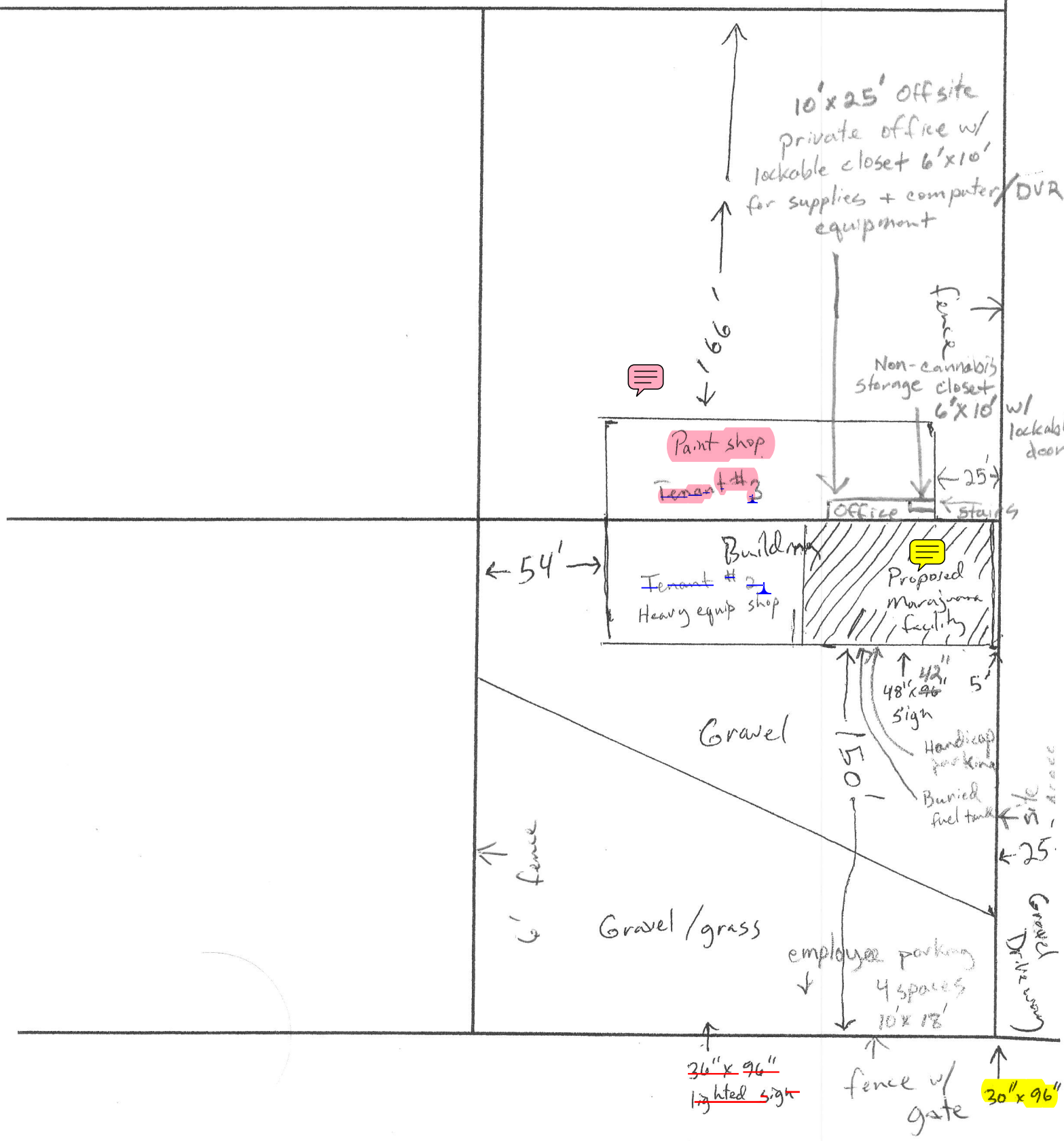
Retail = 323 sqft

Shared areas = 114 sqft

□ = 2'



21st Ave





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

What is this form?

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

What must be covered in an operating plan?

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

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

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

Section 1 – Establishment Information

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

Licensee:	GoodSinse LLC	License Number:	10278
License Type:	Retail Marijuana Store		
Doing Business As:	GoodSinse LLC		
Premises Address:	2604 Davis Road		
City:	Fairbanks	State:	ALASKA
		ZIP:	99709

Mailing Address:	2604 Davis Road		
City:	Fairbanks	State:	ALASKA
		ZIP:	99709

Primary Contact:	Daniel L. Peters		
Main Phone:	907-347-7689	Cell Phone:	907-347-7689
Email:	goodsinse@yahoo.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:

GoodSinse will have locked doors, with signs that read “Employees Only” “Restricted Access Area - Visitors Must Be Escorted”. No more than 5 visitors per escort will be permitted. Escorts must have Identification Badge with photo. No one under 21 years of age allowed.

DP

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

GoodSinse staff will first request photo ID to prove at least 21 years of age. Visitors will have their name, date, time and reason for visit recorded into logbook. Visitor will obtain a VISITOR ID badge to be worn, at all times, until signed out. The visitor will then be escorted by a GoodSinse staff member at all times, until the visitor signs out and has left the restricted access areas.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

Admission would require photo ID to prove at least 21 years of age, printed name, signature of visitor, time and date in a log book. Printed name and signature of authorized escort. VISITOR ID badge will be returned after visitor signs out. Log book to be kept up to date at all times. Log book data will be transferred to electronic version each day.

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





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

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

Exterior lighting will be installed to provide sufficient lighting for all exterior doorways as well as exterior video surveillance cameras on the property.

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

Exterior doors will have door/window contacts that will trip an alarm, if there is an unauthorized breach. There will be a glass break sensor for retail entrance door and window, the cultivation portion will also be equipped with these sensors. Additionally motion detectors and glass break sensors will be used in the cultivation areas. The keypad with panic button, fire alarm and police alarm will all be hard-wired. Alarms will be activated/deactivated with keypad code. All security measures will have battery backup.

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:

When GoodSinse is closed for business, alarm system will be activated to ensure the retail / customer entrance exterior door, two fire escape doors located in each cultivation area, and windows are secure. If issue arises, the owner, employee or agent of GoodSinse will review video surveillance remotely, evaluate the threat, and coordinate with local law enforcement for apprehension and prosecution.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

METRC will be used diligently to track cannabis product from Cultivation License to Retail License and/or Manufacturing Concentrate License to insure no appearance of diversion between licenses is taking place. Licensed accountants shall maintain and review record books to ensure records are being properly prepared in accordance with all applicable laws. Record books shall match all tracking data information within state's system. All employees shall have criminal background checks to ensure they are of good moral character, and all must also obtain a Marijuana Handler Card to promote loss prevention as well as not allowing under 21 years old to be on premises. GoodSinse will be diligent with their customer base in ensuring substance abusers are not served cannabis products. Known drug dealers shall have no business relationship with GoodSinse, and products known be sold after being retailed from GoodSinse shall be reported to local law enforcement authorities in order to keep due diligence in preventing diversion.

Describe your policies and procedures for preventing loitering:

The entrance to the retail area will contain a security checkpoint to control entry as well as insure that ID's are valid and persons are at least 21 years of age. Signage out front reading no loitering, no trespassing. Signs noting video surveillance in parking lot. At gate sign reading "Entering Video Surveillance Zone". GoodSinse employee will monitor the parking lot and entrances to enforce our no loitering policy.

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:

There will be a panic button located beneath the counter with momentary switch. A wireless key chain panic button will be used by retail employees. Both will alert authorities to a hold up situation. A motion detector at the gate will alert GoodSinse employee to anyone entering property. GoodSinse employee will evaluate the threat and call the proper authorities. There will be a camera near the gate primarily to obtain license plate numbers entering and exiting premises. A speaker and microphone will also be operational at the locked gate to be used by employees after hours.



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:

After using a notification device, employees of GoodSense will cooperate with intruders to de-escalate any potential violent situation, and allow unauthorized persons to leave the premises as quickly as possible, with the intention of having law enforcement, located in the immediate proximity, handle apprehension and prosecution of perpetrator. Gate cameras will have taken pictures of license plates to assist police in apprehension / prosecution. The owner, employee or agent of GoodSense will review video surveillance remotely, evaluate the threat, and coordinate with local law enforcement for apprehension and prosecution.

Video Surveillance (3 AAC 306.720):

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

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



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Alcohol and Marijuana Control Office
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 Phone: 907.269.0350

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:

Video surveillance equipment shall be placed in a manner that will cover every entrance/exit of premises recording both interior and exterior views. Restricted Access areas and entrances to said areas will also be covered by cameras.

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:

Dedicated digital video recorders will record all surveillance video and be stored in a lockable office that is designated for employees, law enforcement, or board agent only, and clearly defined on premises diagram. Sign at entrance will read Employees Only. Video surveillance records with no event will be maintained for 40 days. Video surveillance footage 40 days and older will be overwritten daily. Footage archived will be in a format that does not permit alteration of the recorded image. All surveillance records regarding criminal activity will be maintained off site indefinitely for posterity.

Location of Surveillance Equipment and Video Surveillance Records:	Yes	No
Surveillance room or area is clearly defined on the premises diagram	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Video surveillance records are stored off-site	<input checked="" type="checkbox"/>	<input type="checkbox"/>



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Business Records (3 AAC 306.755):

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

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



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

A marijuana establishment is required to exercise due diligence in preserving and maintaining all required records. Describe how you will prevent records and data, including electronically maintained records, from being lost or destroyed:

All books and records used by GoodSinse shall be kept at the licensed premises for the current year. A monthly backup of financial records will be kept off site for a minimum of three years. A current employee list will be maintained containing full name and marijuana handler permit numbers for each. Any business contacts, marketing and advertising records will be maintained. A current diagram of premises noting any restricted access areas will be kept on site. A physical log book of visitors will be transferred to electronic versions each day. All books and records shall be maintained and duplicated, into electronic versions where appropriate, to have on and off site documentation. GoodSinse will utilize the Metrc inventory tracking system adopted by the State of Alaska. Employees will be trained in its use and be diligent with tracking data. Any and all marijuana transported off premises shall be for recorded into the marijuana inventory tracking system, along with a prepared transport manifest. Any individual transporting marijuana shall have a marijuana handler permit.



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:

GoodSense will be using the Alaska state approved tracking system METRC, by Franwell. Within the cultivation facility, high-speed internet connections will be utilized to ensure connectivity with the tracking software. If any technical difficulties arise, Franwell has a dedicated team of support staff who will be available to resolve any technical support issues.



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

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

A Cannabis Handler's Permit will be required by GoodSense for all employees. Employees will renew their certifications through continuing education and state approved training as a requirement for employment. Valid copies of of employee handler cards will be kept on premises.



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:

On-site septic system for Wastewater. Cannabis Solid Waste will be stored until its destruction and eventual on-site composting. GoodSense will notify the board, using the inventory tracking system, at least three days in advance before any destruction or composting.

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

Wood chips. (or possibly cement for making hempcrete in the future)



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Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

GoodSense will dry, grind, and mix with compost. No unusable cannabis will leave the site. It will be left to compost on site. GoodSense will notify the board, using the inventory tracking system, at least three days in advance before any destruction or composting.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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Section 6 – Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750, and identify how the proposed establishment will meet the listed requirements.

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

Marijuana Transportation:

Yes No

The marijuana establishment from which a shipment of marijuana or marijuana product originates will ensure that any individual transporting marijuana shall have a marijuana handler permit required under 3 AAC 306.700

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:

All employees of GoodSinse transporting marijuana will have a marijuana handler permit. Most marijuana product cultivated will move directly to GoodSinse retail establishment located on same premises. Products destined for transport will be packaged in an opaque container, limited to five pounds per package, with tamper evident seal. A complete printed transport manifest will be kept with marijuana at all times. METRC will be used to record the type, amount, weight of marijuana product being transported, name of transporter, time of departure and expected delivery, the make, model, and license plate number for transporting vehicle. In the event cannabis products need to be transported off premises marijuana will be stored in a lockable compartment of the vehicle where it will remain until arrival at the destination. Transporting vehicle will travel directly to destination. The recipients will only include licensed marijuana cultivation, manufacturing, testing, or retail locations. A signature, printed name, marijuana handler permit number, and time of arrival will be required from the receiving party before any transfers can be deemed complete.

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

During transport, any marijuana or marijuana product will be in a sealed tamper-evident taped package in a locked storage compartment in the vehicle. The sealed package will not be opened during transport. Horizontal dual lock closet safe will be used in the vehicle during any off-site transportation of any marijuana product.



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:

GoodSense will have two signs. There will be one 30 inch by 96 inch at the gate saying legal cannabis, and one 48 inch by 48 inch lighted sign above the front door with name and logo.

DP

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)



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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:

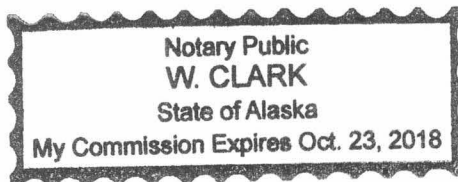
Signage on the front door will notify customers that GoodSense will require picture ID as proof that customers are 21 years of age or older. All persons must gain access through front entrance. Entrance will be monitored by a GoodSense employee to ensure all persons entering premises are 21 years of age. All persons entering will be asked to provide a valid identification with proof of age. If they can not, they will be asked to leave premises immediately.


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

Danielle Peters
Printed name

Subscribed and sworn to before me this 14th day of August, 2016.




Notary Public in and for the State of Alaska.

My commission expires: 10/23/2018



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

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

What is this form?

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

What additional information is required for retail stores?

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

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

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

Section 1 – Establishment Information

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

Licensee:	GoodSinse, LLC	License Number:	10278
License Type:	Retail Marijuana Store		
Doing Business As:	GoodSinse, LLC		
Premises Address:	2604 Davis Road		
City:	Fairbanks	State:	ALASKA
		ZIP:	99709



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
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Section 2 – Prohibitions

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

The retail marijuana store will not:

Agree Disagree

Sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product in a quantity exceeding the limit set out in 3 AAC 306.355

Sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product over the internet

Offer or deliver to a consumer, as a marketing promotion or for any other reason, free marijuana or marijuana product, including a sample

Offer or deliver to a consumer, as a marketing promotion or for any other reason, alcoholic beverages, free or for compensation

Allow a person to consume marijuana or a marijuana product on the licensed premises, except as provided in 3 AAC 306.305(a)(4)

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:

GoodSense will have strict policies regarding selling, giving, distributing, or delivering to intoxicated individuals. The appearance of intoxication/impairment in an individual will be observed by GoodSense employee and verified by manager on duty. If patron is behaving disturbingly, clearly intoxicated, under the influence of controlled substances, or a danger to self and/or others, GoodSense shall refuse service. Any incident of conflict with customer or refusal of service shall be written in a log to be kept on file at premises. No on-site consumption is permitted, no open packages or consuming within store. Alcohol is prohibited on site, limiting substance crossover.



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

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Section 3 – On-site Consumption

Yes No

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

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

[Empty text box for response]

Section 4 – Displays and Sales

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

GoodSense will utilize jars for examining, with perforated top in order for customer to self test fragrance. Glass enclosed display case will contain cannabis product. No cannabis will be accessible to customers without purchase. Cannabis product will be sold in prepackaged 1/8, 1/4, 1/2, 1 oz. increments, or prerolled cannabis. Cannabis will also be sold from "fresh" bin of finer product that will be weighed out according to state standards using state certified scale. A sticker will be affixed to outer bag, containing customer purchase, that will read, "not for public consumption".



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 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):

All cannabis received from cultivation facilities in sealed, tamper-evident shipping container shall meet state reg 306.470 and 306.475. All cannabis received from cannabis manufacturing facility shall meet state regs 306.565 and 306.570. All incoming cannabis to retail will include a transport manifest from METRC. Prepackaged sealed cannabis, intended for resale to consumers, will not weigh more than one ounce. Only added text will be logo and business license number of retail. Wholesale packaged cannabis received will not weigh more than 5 pounds.

Cannabis sold from retail establishment will be packaged in opaque, resealable, child-resistant packaging, that is significantly difficult for children under five years of age to open, but not normally difficult for adults to use properly. GoodSinse shall affix a label to each package of marijuana or marijuana product including name, license number, total estimated amount of THC in product, and public health statements (noted below in sample label) Packaging will not have any printed images, including cartoon characters, that specifically target individuals under 21 years of age.

METRC will be used during the cannabis products whole life cycle, from seed to sale, including transfers between GoodSinse specific licenses.

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

<p>GoodSinse (10278)</p> <p>This product contains marijuana.</p> <p>Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination, and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana.</p> <p>For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.</p>	<p>Lab Results / Lab Name</p> <p>Potency total THC: total CBD:</p> <p>Microbial: Residual Solvents:</p>
--	---



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

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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):

GoodSense will refuse to sell marijuana or a marijuana product to a person who does not produce a form of valid photographic identification, showing that person is 21 years of age or older, to GoodSense employee at secure check-in station. After examination of ID, employee will unlock entry door into cannabis purchase area. Valid IDs include one of the following:
(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, the 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.

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

Danielle Peters
Printed name

Subscribed and sworn to before me this 14 day of August, 2016.

Notary Public
W. CLARK
State of Alaska
My Commission Expires Oct. 23, 2018

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

My commission expires: 10/23/2018



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

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

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

Phone: 907.269.0350

(Additional Space as Needed):

AFFP

GoodSinse LLC is applying unde

Affidavit of Publication

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

34826

Before me, the undersigned, a notary public, this day personally appeared Alicia Huckins , 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):

GoodSinse LLC is applying under 3 AAC 306.300 for a new Retail Marijuana Store license, license # 10278, doing business as GOODSINSE LLC, located at 2604 Davis Rd., Fairbanks, AK 99709, UNITED STATES.

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.

April 30, 2016, May 07, 2016, May 14, 2016

Publish: 4/30, 5/7, 5/14/16

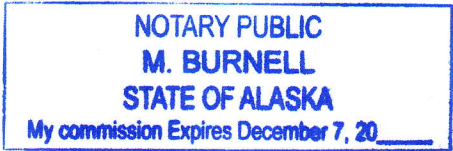
and that the rate charged thereon is not excess of the rate charged private individuals, with the usual discounts.

Alicia Huckins
Advertising Clerk

Subscribed to and sworn to me this 14th day of May 2016.

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

My commission expires: December 07, 2017



00008504 00034826

DANIEL PETERS
GOODSINSE, LLC.
2750 PARK WAY
NORTH POLE, AK 99705



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:	GoodSinse LLC	License Number:	10278		
License Type:	Retail Marijuana Store				
Doing Business As:	GoodSinse LLC				
Premises Address:	2604 Davis Road				
City:	Fairbanks	State:	AK	ZIP:	99709

Section 2 - Certification

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

Local Government: City of Fairbanks Name of Official: Danyielle Snider
 Title of Official: City Clerk Date Submitted: June 1, 2016
 Community Council: _____ Date Submitted: _____
 (Municipality of Anchorage and Matanuska-Susitna Borough only)

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

Danyielle Snider
Signature of licensee

Danyielle Peters
Printed name of licensee

Notary Public
W. CLARK
State of Alaska
My Commission Expires Oct. 23, 2018

[Signature]
Notary Public in and for the State of Alaska
My commission expires: 10/23/2018

Subscribed and sworn to before me this 14 day of August, 2016.

COMMERCIAL LEASE WITH OPTION TO RENEW

This lease made effective, as of the 24 day of ~~April~~^{May}, 2016 between:

CARL TOMPKINS
P.O. Box 82907
Fairbanks, AK 99708

(hereinafter called "Landlord" or TOMPKINS)

and

GOODSINSE, LLC
2750 Park Way
North Pole, AK 99705

(hereinafter called "Tenant" or "GoodSinse")

who agree as follows:

1. **PREMISES:** Landlord leases to Tenant and Tenant leases from Landlord the real property commonly known as 2604 Davis Road, Fairbanks, Alaska 99709,

2. **TERM:** Except as may be altered per the provisions below, the term of this lease shall commence upon signing and expire approximately one (1) years thereafter on April 30, 2017.

3. **ACCEPTANCE OF PREMISES – POSSESSION:**

(a) Commencing upon signing of this agreement, Tenant shall have access to and possession of the entire property.

4. **RENT:** Tenant shall pay to Landlord upon the signing of this agreement THIRTY SIX HUNDRED DOLLARS (\$3600.00), representing the first and last month's six months' rent (i.e. the monthly rental rate is \$1800). Tenant shall have the following early termination options, bulleted below under this paragraph:

- Within the first six months and should Tenant fail to secure the necessary government permits for its planned property and business use, Tenant shall have the option of terminating the lease without further liability, and be entitled to a credit of the last month's rent. The first month's rent of \$1,800, however, is nonrefundable.

Rent is due on the 1st of the month and can be mailed to Landlord at this above address.

5. **SECURITY DEPOSIT:** No security deposit shall be paid. The last month's rent shall be held by Landlord in trust subject to Tenant's right of early termination consistent with Article 4 above. .

6. **TAXES, INSURANCE, UTILITIES:** During the rental term, utilities (electric, waste disposal, water, septic) and property taxes on the property shall be paid by Landlord, subject to the below.

- Fuel heating oil shall be provided and paid by Tenant.

- *Electricity:* As long as electrical usage remains in Landlord's name, Landlord shall be entitled to a deposit from Tenant of \$3,000, refundable upon lease termination. Landlord shall cover, as included within the rent, up to 4500 kilowatts per month for Tenant's use. Tenant shall be responsible for electric charges associated with monthly usage exceeding 4500 kilowatts.
- *Water:* Landlord shall cover, as included within the rent, up to 1000 gallons of water for Tenant's use. Landlord shall order and attend to assuring up to 1000 gallons of water per month for Tenant's use. For water usage exceeding 1000 gallons per month, Tenant shall be responsible for filling the water tank and for payment.
- Tenant shall be responsible for insuring its personal property. Landlord shall maintain fire and premises insurance coverage. Evidence of Insurance shall be provided upon demand by either party.
- Landlord shall maintain the boiler and the septic system, including payment for periodic septic pumping.

7. **LIMITATION ON USE - SIGNAGE:** Tenant may use the premises for all lawful uses, including (but not limited to) cannabis production, sales, warehousing, marketing, self-storage, or general storage. Tenant shall be allowed to erect signage on the property.

Tenant shall report any oil spills that require more than 24 hours to clean up. No hazardous materials shall be placed in the drains or the dumpster.

8. **NONCOMPETITION BY LANDLORD WITH TENANT'S USE:** During the term of this lease and for one year (3) following Tenant's leasing the property, landlord shall refrain from competing with Tenant in Tenant's use of the premises. Landlord's covenant not to compete is limited to within a fifty (50) mile radius of the property. In the event of breach of this covenant, the parties agree that damages to Tenant will be certain, yet difficult to prove. In recognition of that, the parties agree that liquidated damages of \$200 for each day of competition is reasonable.

9. **MAINTENANCE OF AND IMPROVEMENTS TO PREMISES:**

(a) **Maintenance:** Except as otherwise provided herein, Tenant at its cost shall maintain the improvements and premises in good condition, normal wear and tear excepted. Landlord shall not have any responsibility for normal, day-to-day maintenance of the premises. Landlord shall be responsible, however, for all structural and physical plant operational expenses (including boiler maintenance).

(b) **Improvements:** Tenant understands and agrees that it is leasing the premises in its "as is" condition. Tenant shall bear the sole burden and cost for any improvements. Except as noted in reference to structural and physical plant operational expenses, Landlord shall not be responsible for any improvements to the premises. Landlord consents to Tenant making alternations and improvements to the premises. Tenant shall be responsible for obtaining any necessary governmental permits for improvements.

10. **LIABILITY - INDEMNITY:** Tenant shall be liable for and shall hold Landlord harmless from, all damages to any third party or to property, occurring in, on, or about the premises, arising from Tenant's occupation or use of the premises; except that Landlord shall be liable to Tenant and shall hold Tenant harmless from damages resulting from the acts or omissions of Landlord or its authorized representatives. Without limitation, Landlord will indemnify, defend, and hold Tenant harmless from environmental liabilities relating to the property that pre-date Tenant's occupancy. For its part, Tenant shall hold Landlord harmless from environmental liabilities relating to the property that stem from Tenant's occupancy.

11. **DAMAGE OR DESTRUCTION:** In case any occurrence caused solely by an act or omission of Tenant results in damage or destruction to the improvements and or premises, Tenant shall at its sole cost and expense, whether or not such casualty loss is covered by insurance and whether or to the insurance proceeds, if any, shall be sufficient for the purpose, restore, repair, replace or rebuild the same as nearly as possible to its value, condition and character immediately prior to such damage or destruction, including temporary repairs and work necessary to protect the premises from further injury and with such changes or alterations as may be made at Tenant's election. The restoration shall be commenced promptly and prosecuted with reasonable diligence, unavoidable delays excepted.

12. **DESTRUCTION:** If, during the term, the premises are totally or partially destroyed or damaged by a cause not occasioned solely by the act or default of Tenant, rendering the premises totally or partially inaccessible or unusable, Tenant shall have the option to terminate this lease, or to continue the lease with rentals to be fairly apportioned in accordance with the amount of the partial destruction, and/or to restore the premises to substantially the same condition as they were in immediately before destruction, whether or not the insurance proceeds are sufficient to cover the actual cost of restoration. If then existing laws do not permit the restoration, either party can terminate this lease immediately by giving notice to the other party.

13. **ABATEMENT OR REDUCTION OF RENT:** Tenant will, during the term of this lease agreement, pay to Landlord the rent reserved in this Lease in the manner specified above, except in the event that all or any part of the demised premises shall be destroyed or damaged by fire or other cause not occasioned solely by the act or default of Tenant, and until the premises are repaired as stated above, the reserved rental is: (a) to cease if destruction is entire, or (b) to be fairly apportioned if partial.

14. **AWARD - DISTRIBUTION:** All awards and proceeds whether from insurance, condemnation or otherwise shall be allocated between Landlord and Tenant as their interests appear. Nothing contained in this lease shall affect or impair the rights of Landlord or Tenant to recover compensation for their interests taken or damages suffered by reason of any loss, taking, condemnation, or need to relocate.

15. **ASSIGNMENT, SUBLETTING AND ENCUMBERING:** Neither party shall voluntarily assign or encumber its interest and obligations in this lease, or allow any other person or entity (except Tenant's authorized representatives) to occupy or use all or any part of the premises, without first obtaining the other party's consent, which shall not be unreasonably withheld. Any assignment, encumbrances, or sublease without the other party's consent shall be voidable and, at that party's election, shall constitute a default. No consent to any

assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph.

16. **INVOLUNTARY ASSIGNMENT:** No interest of a party in this Lease with shall be assignable by operation of Law (including, without limitation, the transfer of this Lease by testacy or intestacy). Each of the following acts shall be considered an involuntary assignment:

(a) If Tenant of Landlord is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which Tenant is the bankrupt;

(b) If a writ of attachment or execution is levied on this lease;

(c) If, in any proceeding or action to which Tenant or Landlord is a party, a receiver is appointed with authority to take possession of the premises.

An involuntary assignment shall constitute a default and the non-defaulting party shall have the right to elect to terminate this lease, in which case this lease shall not be treated as an asset of Tenant or Landlord, as the case may be.

17. **TENANT'S DEFAULT:** The occurrence of any of the following shall constitute a default by Tenant:

(a) Failure to pay rent within fifteen (15) days of when due.

(b) Abandonment of the premises (failure, without excuse, to occupy and operate the premises during the summer tourist season shall be deemed an abandonment).

(c) Failure to perform any of the provisions of this lease if the failure to perform is not cured within thirty (30) days after notice has been given to Tenant. If the default cannot reasonably be cured within thirty (30) days, Tenant shall not be in default of this lease if Tenant commences to cure the default within the thirty (30) day period, and thereafter diligently and in good faith continues to cure the default.

Notices given under this paragraph shall specify the alleged default and the applicable lease provisions; and shall demand that Tenant perform the provisions of this lease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this lease unless Landlord so elects in the notice.

18. **REMEDIES:** If Tenant or Landlord, as the case may be, causes a default the non-defaulting party shall have all remedies permitted by law including the below. These remedies are not exclusive; they are cumulative and in addition to any remedies now or later allowed by law.

(a) Either party, following notice and opportunity to cure extended to the other, after the other commits a default, can cure the default at the defaulting party's cost. If a party at any time, by reason of the other's default, pays any sum or does any act that requires the payment of any sum, the sum paid by the non-defaulting party shall be due immediately from the defaulting party to the other at the time the sum is paid, and if paid at a later date shall bear interest at the rate of five percent (5%) per annum from the date the sum is paid by the non-defaulting party until reimbursed by the defaulting party. The sum, together with interest on it, shall be additional rent or a credit toward rent or toward purchase, as the case may be.

19. **INTEREST ON UNPAID RENT:** Rent not paid when due shall bear interest at 5% per annum.

20. **SIGNS, ADVERTISING:** Tenant at its cost shall have the right to place, construct, and maintain signs on the premises. Any sign that Tenant has the right to place, construct, and maintain shall comply with all laws, and Tenant shall obtain any approval required by such laws. Landlord makes no representation with respect to Tenant's ability to obtain such approval.

21. **LANDLORD'S ENTRY ON PREMISES:** Landlord and its authorized representative shall have the right to enter the premises at all reasonable times and after reasonable notice to Tenant for any of the following purposes:

(a) To determine whether the premises are in good condition and whether Tenant is complying with its obligations under this lease; and

(b) To serve, post, or keep posted any notices required or allowed under the provisions of this lease.

22. **NOTICE:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth in the introductory paragraph of this lease. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within three (3) days from the time of mailing if mailed as provided in this paragraph.

23. **SURRENDER OF PREMISES; TERMINATION; HOLDING OVER:** On expiration or termination of the term or in the event of early termination as provided above, Tenant shall surrender to Landlord the premises in good condition (except for ordinary wear and tear).

Tenant shall be allowed to remove items specific to its business operation, including but not limited to electric upgrades, and video surveillance equipment. Tenant shall restore the main electric to its pre-lease amperage service. Video surveillance equipment and outdoor lighting with permanent fixture may be purchased by Landlord at that time at Tenant's cost, or as the parties might otherwise agree.

Landlord can elect to retain or dispose of in any manner any alterations or Tenant's personal property that Tenant does not remove from the premises on expiration or termination. The alterations or Tenant's personal property that Landlord elects to retain or dispose of shall vest in Landlord. Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's costs for storing, removing, and disposing of any alterations or Tenant's personal property.

If Tenant fails to surrender the premises to Landlord on expiration or termination of the term as required by this lease, Tenant shall hold Landlord harmless from all damages resulting from Tenant's failure to surrender the premises, including, without limitation, claims made by a succeeding tenant resulting from Tenant's failure to surrender the premises.

24. **OPTION TO RENEW LEASE:** (a) At Tenant's option and election, this lease can be renewed for one (1) year, subject to a three and one-half percent (3 ½ %) rent increase. Landlord grants to Tenant the option to renew the premises for one year.

(b) **NOTICE:** The election of Tenant to exercise the option to renew the premises must be evidenced by a notice in writing addressed to Landlord, sent by mail or email to Landlord.

25. MISCELLANEOUS PROVISIONS:

(a) This lease contains the entire understanding of the parties hereto and cancels and supersedes all prior leases, understandings, agreements or undertakings of the parties with respect to the subject matter herein, and may be amended only by a written instrument executed by Landlord and Tenant.

(b) Invalidation of any one of these provisions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

(c) This Lease shall be a contract made under, and shall be governed by and construed under, the laws of the State of Alaska. In case of any disagreement or action arising hereunder, the parties agree that jurisdiction shall be in the courts of the State of Alaska and agree venue shall be in Fairbanks.

(d) This Lease shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

(e) Time of the essence in this Lease.

(f) The individuals signing this Lease represent that they have full authority to enter into this Lease on behalf of the respective parties, and to bind the entities which are parties hereto. No other or further authorizations are needed to make this agreement fully binding upon the parties hereto.

(g) Both Landlord and Tenant have had the benefit of the advice of counsel as to the terms and conditions contained herein. In case of any ambiguity, this Lease shall not be construed as against either party.

(h) All of the attorney's fees and legal costs incurred by the respective parties in negotiating and forming this lease shall be borne by the respective parties. All legal costs and attorneys fees actually incurred by any party to this lease to enforce any obligations of any other party under this lease shall be paid to the prevailing party by the other party and shall bear interest at the late rental interest rate.

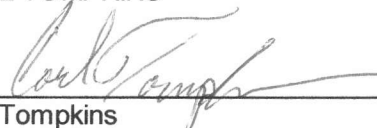
(i) Email or faxed signatures shall have the same effect as an original.

(j) At either parties' election, a customary Memorandum of Lease may be recorded.


CAUTION: READ BEFORE SIGNING!

LANDLORD:

CARL TOMPKINS

by 
Carl Tompkins

TENANT:


Daniel L. Peters GoodSense LLC DP

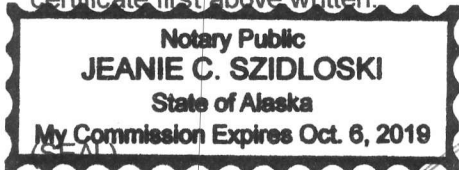
GOODSINSE, LLC

By: Daniel L. Peters, Managing Member

STATE OF ALASKA)
) ss
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 24 day of May, 2016, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared DANIEL PETERS, to me known to be the person individually signing and who executed the within and foregoing Commercial Lease in both his individual capacity and as Managing Member of GOODSINSE, LLC and he acknowledged to me that he signed said instrument as his free and voluntary act and deed for the uses and purposes therein stated.

WITNESS my hand and official notarial seal on the day, month and year in this certificate first above written.

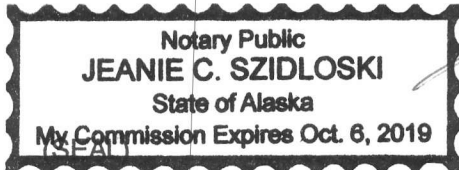


[Signature]
Notary Public in and for Alaska
My Commission Expires: Oct. 6, 2019

STATE OF ALASKA)
) ss
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 24 day of May, 2016, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared CARL TOMPKINS, to me known to be the person individually signing and who executed the within and foregoing Lease in his capacity as Landlord and he acknowledged to me that he signed said instrument as his free and voluntary act and deed for the uses and purposes therein stated.

WITNESS my hand and official notarial seal on the day, month and year in this certificate first above written.



[Signature]
Notary Public in and for Alaska
My Commission Expires: Oct 6, 2019

Introduced By: Mayor Eberhart
Amended Version Introduced by: Council Member Cleworth
Finance Committee Review: October 18 & November 1, 2016
Introduced: October 24, 2016

ORDINANCE NO. 6032, AS AMENDED

**AN ORDINANCE AMENDING THE 2016 OPERATING AND
CAPITAL BUDGETS FOR THE THIRD TIME**

WHEREAS, this ordinance incorporates the changes outlined on the attached fiscal note to amend the 2016 operating and capital budgets; and

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

SECTION 1. There is hereby appropriated to the 2016 General Fund and the Capital Fund budgets the following sources of revenue and expenditures in the amounts indicated to the departments named for the purpose of conducting the business of the City of Fairbanks, Alaska, for the fiscal year commencing January 1, 2016 and ending December 31, 2016 (see pages 2 and 3) [changes shown in **bold** font]. [amendments shown in **bold underlined** font; deleted text or amounts in ~~strikethrough~~ font]:

GENERAL FUND

<u>REVENUE</u>	2016 ADOPTED BUDGET	INCREASE (DECREASE)	AS AMENDED
Taxes, (all sources)	\$ 21,319,723	\$ 26,405	\$ 21,346,128
Charges for Services	4,644,087	89	4,644,176
Intergovernmental Revenues	3,147,200	7,200	3,154,400
Licenses & Permits	1,863,700	40,762	1,904,462
Fines, Forfeitures & Penalties	787,075	(197,200)	589,875
Interest & Penalties	115,000	11,250	126,250
Rental & Lease Income	168,550	(14,960)	153,590
Other Revenues	222,600	-	222,600
Other Financing Sources	1,280,585	(3,543)	1,277,042
Total revenue appropriation	<u>\$ 33,548,520</u>	<u>\$ (129,997)</u>	<u>\$ 33,418,523</u>
 <u>EXPENDITURES</u>			
Mayor and Council	\$ 613,988	\$ 34,231	\$ 648,219
Office of the City Attorney	184,788	30,000	214,788
Office of the City Clerk	351,174	(10,000)	341,174
Finance Department	958,671	(72,058)	886,613
Information Technology	1,985,017	6,150	1,991,167
General Account	5,551,053	237,150	5,788,203
Risk Management	1,434,987	614,947	2,049,934
Police Department	7,031,105	(146,200)	6,884,905
Dispatch Center	2,162,007	-	2,162,007
Fire Department	6,396,346	-	6,396,346
Public Works Department	7,865,936	(75,000)	7,790,936
Engineering Department	630,315	-	630,315
Building Department	697,394	-	697,394
Total expenditure appropriation	<u>\$ 35,862,781</u>	<u>\$ 619,220</u>	<u>\$ 36,482,001</u>
12/31/15 estimated general fund balance	\$ 12,159,122	\$ (234,655)	\$ 11,924,467
Increase (Decrease) to fund balance	790,083	(749,217)	40,866
Prior Year encumbrances	(404,344)	-	(404,344)
Transfer to capital and permanent funds	(2,700,000)	-	(2,700,000)
12/31/16 Unassigned balance	<u>\$ 9,844,861</u>	<u>\$ (983,872)</u>	<u>\$ 8,860,989</u>
Minimum unassigned fund balance requirement is 20% of budgeted annual expenditures but not less than \$4,000,000.			<u>\$ 7,296,400</u>

CAPITAL FUND

	2016 ADOPTED BUDGET	INCREASE (DECREASE)	AS AMENDED
REVENUE			
Transfer from Permanent Fund	\$ 559,137	(443)	\$ 558,694
Transfer from General Fund	1,032,509	-	1,032,509
Public Works	775,000	-	775,000
Building	10,000	-	10,000
Engineering	10,000	-	10,000
Police	240,000	-	240,000
Dispatch	140,000	-	140,000
Fire	250,000	-	250,000
IT	156,086	-	156,086
Property Repair & Replacement	145,000	-	145,000
Road Maintenance	1,000,000	-	1,000,000
Internal Transfer to Road Maintenance	2,197,830	-	2,197,830
Total revenues	<u>\$ 6,515,562</u>	<u>\$ (443)</u>	<u>\$ 6,515,119</u>
EXPENDITURES			
IT Department	\$ 247,808	\$ -	\$ 247,808
Dispatch	82,532	-	82,532
Police Department	387,896	-	387,896
Fire Department	519,168	19,040	538,208
Public Works Department	845,500	440,000	1,285,500
Property Repair & Replacement	1,325,726	-	1,325,726
Road Maintenance	3,596,086	-	3,596,086
Total expenditures	<u>\$ 7,004,716</u>	<u>459,040</u>	<u>7,463,756</u>
12/31/15 capital fund balance	\$ 4,462,080	\$ 297,396	\$ 4,759,476
Increase (Decrease) to fund balance	(489,154)	(459,483)	(948,637)
Prior year encumbrances	-	-	-
Internal transfer to Rickert St	-	-	-
12/31/16 assigned fund balance	<u>\$ 3,972,926</u>	<u>\$ (162,087)</u>	<u>\$ 3,810,839</u>

SECTION 2. All appropriations made by this ordinance lapse at the end of the fiscal year to the extent they have not been expended or contractually committed to the departments named for the purpose of conducting the business of said departments of the City of Fairbanks, Alaska, for the fiscal year commencing on January 1, 2016 and ending December 31, 2016.

SECTION 3. The effective date of this ordinance shall be the ____ day of November 2016.

JIM MATHERLY, MAYOR

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

FISCAL NOTE
ORDINANCE NO. 6032, AS AMENDED
AMENDING THE 2016 OPERATING AND CAPITAL BUDGETS
FOR THE THIRD TIME

General Fund – (\$129,997) Decrease in Revenue
\$619,220 Increase in Expenditures
(\$234,655) Decrease in Fund Balance

Revenue – **(\$129,997) Decrease**

1. Taxes \$26,405 Increase
 - (\$279,595) decrease in property taxes
 - \$306,000 increase in bed tax receipts
2. Charges for Services \$89 Increase
 - \$6,300 increase for Fire Protection Services
 - \$8,350 increase for Alarm System Billings
 - \$3,000 increase for PW Recovery (DTA & GFCC)
 - \$47,466 increase in Garbage Collection
 - \$4,755 increase in Garbage Equipment Reserve
 - (\$41,800) decrease in Dispatch Services, amount was over-estimated in prior year
 - (\$25,000) decrease in Engineering Recovery (non-grant activity)
 - (\$2,982) decrease in Engineering Misc Charges and Fees
3. Intergovernmental Revenues \$7,200 Increase
 - \$7,900 increase for SOA Liquor License (share of)
 - (\$700) decrease in Rest Easy PILT
4. Licenses & Permits \$40,762 Increase
 - \$33,312 increase in Business License
 - \$2,000 increase for Fire Code Inspections
 - \$2,250 increase for Engineer Driveway Construction Permits
 - \$1,200 increase for Commercial Transport Vehicle Company License

- \$2,000 increase for Commercial Refuse License
5. Fines, Forfeitures & Penalties (\$197,200) Decrease
 - \$2,800 increase for Correctional Facility Surcharges
 - (\$150,000) decrease in Vehicle Forfeitures
 - (\$50,000) decrease in Moving Traffic Violations
 6. Interest & Penalties \$11,250 Increase
 - \$18,500 increase for Interest on Demand Deposits
 - \$2,750 increase for Hotel/Motel Interest and Penalties
 - (\$10,000) decrease in Garbage Interest and Penalties
 7. Rental & Lease Income (\$14,960) Decrease
 - (\$13,870) decrease in Fire Training Center Rent
 - (\$1,090) decrease in Boxing Club Rent
 8. Other Revenues
 9. Other Financing Sources & (Uses) **(\$3,543) Decrease**
 - **(\$3,543) decrease to adjust transfer of actual audited permanent fund five year market average**

Expenditures - **\$619,220 Increase**

1. Mayor & Council \$34,231 Increase
 - Transfer \$31,289 from Purchasing/Risk Department for Risk Manager wages and benefits now included in the Mayor's office
 - Transfer \$2,942 from the Purchasing/Risk Department for Risk training, operating supplies, and Dues & Publications
2. City Attorney's Office \$30,000 Increase
 - \$30,000 increase to retain an economic expert for Collective Bargaining Arbitrations
3. City Clerk's Office **(\$10,000) Decrease**
 - (\$10,000) decrease in wages due to position vacancies

4. Finance Department **(\$72,058) Decrease**

- Transfer \$31,289 from Purchasing/Risk to Finance for the Purchasing/Billing Agent wages and benefits
- Transfer \$2,942 for the Purchasing/Billing Agent training, operating supplies, and Dues & Publications
- **(\$106,289) decrease in wages due to position vacancies**

5. Information Technology **\$6,150 Increase**

- **\$3,000 increase for Spectra Precision Office (upgraded license for the surveyor in Engineering)**
- **\$3,150 increase for Lizardtech MrSID Geo Express compression software for Engineering as-built scans**

6. General Account \$237,150 Increase

- \$237,150 increase Explore Fairbanks payouts from bed tax proceeds

7. Risk Management **\$614,947 Increase**

- Transfer (\$31,289) to the Mayor's office for Risk Manager wages and benefits now paid in the Mayor's budget
- Transfer (\$2,942) to the Mayor's office for Risk training, operating supplies, and Dues & Publications
- Transfer (\$31,289) to Finance for the new Purchasing/Billing Agent wages and benefits
- Transfer (\$2,942) to the Finance for the Purchasing/Billing Agent training, operating supplies, and Dues & Publications
- **\$683,409 increase due to claims processing in 2016. All claim costs are recovered through property taxes in the following year.**

8. Police Department **(\$146,200) Decrease**

- **(\$150,000) decrease in salaries and wages due to position vacancies**
- ~~Increase operating equipment by \$71,000 to pay for replacement of portable radios (HLS grant covered 23 of the 50 needed).~~
- **\$3,800 increase in benefits to pay the entire health premium for Sgt. Brandt's family**

9. Dispatch

10. Fire Department

11. Public Works (**\$75,000**) Decrease

- ~~**\$80,000 increase for welding Bay ventilation**~~
- \$25,000 increase for asbestos encapsulation at City Hall mandated by OSHA
- **\$17,737 increase to create Public Works Director position**
- **(\$17,737) decrease to eliminate General Foreman position**
- **(\$100,000) decrease in wages due to position vacancies**

12. Engineering

13. Building Department

Fund Balance – (\$234,655) Decrease

- **(\$234,655) decrease to fund balance per audit adjustments**

Capital Fund- (\$443) Decrease in Other Financing Sources & Uses
\$459,040 Increase in Expenditures
\$297,396 Increase in Fund Balance

Other Financing Sources (Uses) - (\$443) Decrease

- ~~\$233,364 increase in garbage reserve to match audited fund balance~~
- ~~\$64,032 increase in ambulance mileage reserve to match audited fund balance~~
- **(\$443) decrease to adjust transfer of actual audited permanent fund five year market average**

Expenditures - **\$459,040 Increase**

- \$19,040 increase for Fire Equipment for tires, batteries, and other required accessories for the two new ambulances (currently on order)
- **\$85,000 increase for welding bay ventilation**
- \$355,000 increase for Public Works for a new front-line grader for winter/snow operations

Fund Balance - **\$297,396 Increase**

- **\$297,396 increase to fund balance per audit adjustments**

2016 Summary GENERAL FUND Budget Changes

Date	Account	Description	Revenues	Expenditures	Net Income
12/07/15		Ord. 5998 Adopting the 2016 Operating and Capital Budget	\$ 36,250,394	\$ (35,260,917)	\$ 989,477
02/01/16	Wages	Ord. 6003* Amending the 2016 Budget for the first time *Includes fund balance transfer of \$2,700,000 and \$404,344 for prior year encumbrances, \$754,903 of nonspendable inventory, and an \$178,750 decrease in self-insurance assignments	(11,252)	(76,800)	(88,052)
03/25/16		Ord 6008 Amending the 2016 Budget for the second time	9,378	(120,720)	(111,342)
11/07/16		Ord 6032 Amending the 2016 Budget for the third time	(129,997)	(619,220)	(749,217)

<u>\$ 36,118,523</u>	<u>\$ (36,077,657)</u>	<u>\$ 40,866</u>
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Note: Does not include encumbrances which are funded by prior year Fund Balance or interfund transfers subsequent to the original budget.

Introduced By: Mayor Eberhart
Amended Version Introduced by: Council Member Cleworth
Finance Committee Review: October 18 & November 1, 2016
Introduced: October 24, 2016

**ORDINANCE NO. 6032, AS AMENDED
(PROPOSED SUBSTITUTION)**

**AN ORDINANCE AMENDING THE 2016 OPERATING AND
CAPITAL BUDGETS FOR THE THIRD TIME**

WHEREAS, this ordinance incorporates the changes outlined on the attached fiscal note to amend the 2016 operating and capital budgets; and

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

SECTION 1. There is hereby appropriated to the 2016 General Fund and the Capital Fund budgets the following sources of revenue and expenditures in the amounts indicated to the departments named for the purpose of conducting the business of the City of Fairbanks, Alaska, for the fiscal year commencing January 1, 2016 and ending December 31, 2016 (see pages 2 and 3) [changes shown in **bold** font]. [amendments shown in **bold underlined** font; deleted text or amounts in ~~strike through~~ font]:

GENERAL FUND

<u>REVENUE</u>	2016 ADOPTED BUDGET	INCREASE (DECREASE)	AS AMENDED
Taxes, (all sources)	\$ 21,319,723	\$ (1,272,314)	\$ 20,047,409
Charges for Services	4,644,087	89	4,644,176
Intergovernmental Revenues	3,147,200	7,200	3,154,400
Licenses & Permits	1,863,700	40,762	1,904,462
Fines, Forfeitures & Penalties	787,075	(197,200)	589,875
Interest & Penalties	115,000	11,250	126,250
Rental & Lease Income	168,550	(14,960)	153,590
Other Revenues	222,600	-	222,600
Other Financing Sources	1,280,585	(3,543)	1,277,042
Total revenue appropriation	<u>\$ 33,548,520</u>	<u>\$ (1,428,716)</u>	<u>\$ 32,119,804</u>
 <u>EXPENDITURES</u>			
Mayor and Council	\$ 613,988	\$ 34,231	\$ 648,219
Office of the City Attorney	184,788	30,000	214,788
Office of the City Clerk	351,174	-	351,174
Finance Department	958,671	34,231	992,902
Information Technology	1,985,017	6,150	1,991,167
General Account	5,551,053	237,150	5,788,203
Risk Management	1,434,987	(1,378,540)	56,447
Police Department	7,031,105	3,800	7,034,905
Dispatch Center	2,162,007	-	2,162,007
Fire Department	6,396,346	-	6,396,346
Public Works Department	7,865,936	25,000	7,890,936
Engineering Department	630,315	-	630,315
Building Department	697,394	-	697,394
Total expenditure appropriation	<u>\$ 35,862,781</u>	<u>\$ (1,007,978)</u>	<u>\$ 34,854,803</u>
12/31/15 estimated general fund balance	\$ 12,159,122	\$ (234,655)	\$ 11,924,467
Increase (Decrease) to fund balance	790,083	(420,738)	369,345
Prior Year encumbrances	(404,344)	-	(404,344)
Transfer to capital and permanent funds	(2,700,000)	-	(2,700,000)
12/31/16 Unassigned balance	<u>\$ 9,844,861</u>	<u>\$ (655,393)</u>	<u>\$ 9,189,468</u>
Minimum unassigned fund balance requirement is 20% of budgeted annual expenditures but not less than \$4,000,000.			<u>\$ 6,970,961</u>

CAPITAL FUND

	2016 ADOPTED BUDGET	INCREASE (DECREASE)	AS AMENDED
REVENUE			
Transfer from Permanent Fund	\$ 559,137	(443)	\$ 558,694
Transfer from General Fund	1,032,509	-	1,032,509
Public Works	775,000	-	775,000
Building	10,000	-	10,000
Engineering	10,000	-	10,000
Police	240,000	-	240,000
Dispatch	140,000	-	140,000
Fire	250,000	-	250,000
IT	156,086	-	156,086
Property Repair & Replacement	145,000	-	145,000
Road Maintenance	1,000,000	-	1,000,000
Internal Transfer to Road Maintenance	2,197,830	-	2,197,830
Total revenues	\$ 6,515,562	\$ (443)	\$ 6,515,119
EXPENDITURES			
IT Department	\$ 247,808	\$ -	\$ 247,808
Dispatch	82,532	-	82,532
Police Department	387,896	-	387,896
Fire Department	519,168	19,040	538,208
Public Works Department	845,500	490,000	1,335,500
Property Repair & Replacement	1,325,726	-	1,325,726
Road Maintenance	3,596,086	-	3,596,086
Total expenditures	\$ 7,004,716	509,040	7,513,756
12/31/15 capital fund balance	\$ 4,462,080	\$ 297,396	\$ 4,759,476
Increase (Decrease) to fund balance	(489,154)	(509,483)	(998,637)
Prior year encumbrances	-	-	-
Internal transfer to Rickert St	-	-	-
12/31/16 assigned fund balance	\$ 3,972,926	\$ (212,087)	\$ 3,760,839

SECTION 2. All appropriations made by this ordinance lapse at the end of the fiscal year to the extent they have not been expended or contractually committed to the departments named for the purpose of conducting the business of said departments of the City of Fairbanks, Alaska, for the fiscal year commencing on January 1, 2016 and ending December 31, 2016.

SECTION 3. The effective date of this ordinance shall be the ____ day of November 2016.

JIM MATHERLY, MAYOR

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

FISCAL NOTE
ORDINANCE NO. 6032, AS AMENDED
AMENDING THE 2016 OPERATING AND CAPITAL BUDGETS
FOR THE THIRD TIME

General Fund – (\$1,428,716) Decrease in Revenue
(\$1,007,978) Decrease in Expenditures
(\$234,655) Decrease in Fund Balance

Revenue – **(\$1,428,716) Decrease**

1. Taxes (\$1,272,314) Decrease

- (\$279,595) decrease in property taxes
- \$306,000 increase in bed tax receipts
- **(\$1,298,719) decrease in property tax to be transferred to the newly created Special Revenue Fund for payment of judgments & claims mitigation insurance**

2. Charges for Services \$89 Increase

- \$6,300 increase for Fire Protection Services
- \$8,350 increase for Alarm System Billings
- \$3,000 increase for PW Recovery (DTA & GFCC)
- \$47,466 increase in Garbage Collection
- \$4,755 increase in Garbage Equipment Reserve
- (\$41,800) decrease in Dispatch Services, amount was over-estimated in prior year
- (\$25,000) decrease in Engineering Recovery (non-grant activity)
- (\$2,982) decrease in Engineering Misc Charges and Fees

3. Intergovernmental Revenues \$7,200 Increase

- \$7,900 increase for SOA Liquor License (share of)
- (\$700) decrease in Rest Easy PILT

4. Licenses & Permits \$40,762 Increase

- \$33,312 increase in Business License

- \$2,000 increase for Fire Code Inspections
 - \$2,250 increase for Engineer Driveway Construction Permits
 - \$1,200 increase for Commercial Transport Vehicle Company License
 - \$2,000 increase for Commercial Refuse License
5. Fines, Forfeitures & Penalties (\$197,200) Decrease
- \$2,800 increase for Correctional Facility Surcharges
 - (\$150,000) decrease in Vehicle Forfeitures
 - (\$50,000) decrease in Moving Traffic Violations
6. Interest & Penalties \$11,250 Increase
- \$18,500 increase for Interest on Demand Deposits
 - \$2,750 increase for Hotel/Motel Interest and Penalties
 - (\$10,000) decrease in Garbage Interest and Penalties
7. Rental & Lease Income (\$14,960) Decrease
- (\$13,870) decrease in Fire Training Center Rent
 - (\$1,090) decrease in Boxing Club Rent
8. Other Revenues
9. Other Financing Sources & (Uses) **(\$3,543) Decrease**
- **(\$3,543) decrease to adjust transfer of actual audited permanent fund five year market average**

Expenditures – **(\$1,007,978) Decrease**

1. Mayor & Council \$34,231 Increase
- Transfer \$31,289 from Purchasing/Risk Department for Risk Manager wages and benefits now included in the Mayor's office
 - Transfer \$2,942 from the Purchasing/Risk Department for Risk training, operating supplies, and Dues & Publications
2. City Attorney's Office \$30,000 Increase
- \$30,000 increase to retain an economic expert for Collective Bargaining Arbitrations
3. City Clerk's Office **No Change**
- ~~(\$10,000) decrease in wages due to position vacancies~~

4. Finance Department **\$34,231 Increase**

- Transfer \$31,289 from Purchasing/Risk to Finance for the Purchasing/Billing Agent wages and benefits
- Transfer \$2,942 for the Purchasing/Billing Agent training, operating supplies, and Dues & Publications
- ~~(\$106,289) decrease in wages due to position vacancies~~

5. Information Technology **\$6,150 Increase**

- **\$3,000 increase for Spectra Precision Office (upgraded license for the surveyor in Engineering)**
- **\$3,150 increase for Lizardtech MrSID Geo Express compression software for Engineering as-built scans**

6. General Account \$237,150 Increase

- \$237,150 increase Explore Fairbanks payouts from bed tax proceeds

7. Risk Management **\$1,378,540 Decrease**

- Transfer (\$31,289) to the Mayor's office for Risk Manager wages and benefits now paid in the Mayor's budget
- Transfer (\$2,942) to the Mayor's office for Risk training, operating supplies, and dues & publications
- Transfer (\$31,289) to Finance for the new Purchasing/Billing Agent wages and benefits
- Transfer (\$2,942) to the Finance for the Purchasing/Billing Agent training, operating supplies, and Dues & Publications
- ~~**\$683,409 increase due to claims processing in 2016. All claim costs are recovered through property taxes in the following year.**~~
- **(\$1,310,078) Remove claim and insurance mitigation accounts budgets due to the creation of a Special Revenue Fund to account for these items. Expenditure balances will also be subsequently reclassified to the new fund.**

8. Police Department **3,800 Increase**

- ~~(\$150,000) decrease in salaries and wages due to position vacancies~~
- ~~Increase operating equipment by \$71,000 to pay for replacement of portable radios (HLS grant covered 23 of the 50 needed).~~
- **\$3,800 increase in benefits to pay the entire health premium for Sgt. Brandt's family**

9. Dispatch

10. Fire Department

11. Public Works **\$25,000 Increase**

- ~~\$80,000 increase for welding Bay ventilation~~
- \$25,000 increase for asbestos encapsulation at City Hall mandated by OSHA
- **\$17,737 increase to create Public Works Director position**
- **(\$17,737) decrease to eliminate General Foreman position**
- ~~(\$100,000) decrease in wages due to position vacancies~~

12. Engineering

13. Building Department

Fund Balance – (\$234,655) Decrease

- **(\$234,655) decrease to fund balance per audit adjustments**

Capital Fund- (\$443) Decrease in Other Financing Sources & Uses
\$509,040 Increase in Expenditures
\$297,396 Increase in Fund Balance

Other Financing Sources (Uses) - (\$443) Decrease

- ~~\$233,364 increase in garbage reserve to match audited fund balance~~
- ~~\$64,032 increase in ambulance mileage reserve to match audited fund balance~~
- **(\$443) decrease to adjust transfer of actual audited permanent fund five year market average**

Expenditures - **\$509,040 Increase**

- \$19,040 increase for Fire Equipment for tires, batteries, and other required accessories for the two new ambulances (currently on order)
- **\$85,000 increase for welding bay ventilation**
- **\$50,000 increase to replace the original PW boiler (this project needs to be completed at the same time as the welding bay ventilation due to heating concerns in the Public Works facility)**
- \$355,000 increase for Public Works for a new front-line grader for winter/snow operations

Fund Balance - \$297,396 Increase

- **\$297,396 increase to fund balance per audit adjustments**

2016 Summary GENERAL FUND Budget Changes

Date	Account	Description	Revenues	Expenditures	Net Income
12/07/15		Ord. 5998 Adopting the 2016 Operating and Capital Budget	\$ 36,250,394	\$ (35,260,917)	\$ 989,477
02/01/16	Wages	Ord. 6003* Amending the 2016 Budget for the first time *Includes fund balance transfer of \$2,700,000 and \$404,344 for prior year encumbrances, \$754,903 of nonspendable inventory, and an \$178,750 decrease in self-insurance assignments	(11,252)	(76,800)	(88,052)
03/25/16		Ord 6008 Amending the 2016 Budget for the second time	9,378	(120,720)	(111,342)
11/07/16		Ord 6032 Amending the 2016 Budget for the third time	(129,997)	(619,220)	(749,217)

<u>\$ 36,118,523</u>	<u>\$ (36,077,657)</u>	<u>\$ 40,866</u>
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Note: Does not include encumbrances which are funded by prior year Fund Balance or interfund transfers subsequent to the original budget.

2016 Summary CAPITAL FUND Budget Changes

Date	Account	Description	Revenues	Expenditures	Net Income
12/07/15		Ord. 5998 Adopting the 2016 Operating and Capital Budget	\$ 2,099,849	\$ (1,676,586)	\$ 423,263
		Ord. 6003* Amending the 2016 Budget for the first time *Includes fund balance changes of \$1,545,092 for prior year encumbrances and \$2,197,830 commitment to the Rickert St. project and \$50,000 for Fire Chief vehicle	4,397,830	(3,792,922)	604,908
03/25/16		Ord 6008	17,883	(1,535,208)	(1,517,325)
11/17/16		Ord 6032 Amending the 2016 Budget for the third time	296,953	(459,040)	(162,087)
Total FB change			<u>\$ 6,812,515</u>	<u>\$ (7,463,756)</u>	<u>\$ (651,241)</u>

Note: Does not include encumbrances which are funded by prior year Fund Balance.

**Fairbanks North Star Borough / City of Fairbanks
CHENA RIVERFRONT COMMISSION
MINUTES
October 12, 2016**

The Fairbanks North Star Borough/City of Fairbanks Chena Riverfront Commission (CRFC) met on Wednesday, October 12, 2016, Chair Plager presiding. The following Commission members were in attendance: Bob Henszey, Ben Jaffa, Ian Olson, Anna Plager, Lee Wood and Buki Wright.

Also present were: Kellen Spillman; FNSB Community Planning Deputy Director; Nancy Durham, Laura Minski, TVWA; Linda Mahlen, DOT; Donna Gardino, FMATS; Andrew Ackerman, City of Fairbanks (replacing Jackson Fox, who has been promoted to City Engineer); Brittany Smart, FNSB Mayor's Office; Bryant Wright, FNSB Parks & Recreation; Ann Worhatch, FNSB Public Works; and Laura McLean, FNSB Recording Clerk.

Absent members: Julie Jones, Sue Rainey, Carrie McEnteer, Kelley Hegarty-Lammers and Gordy Schlosser

1. CALL TO ORDER

Plager called the meeting to order at 12:04 p.m.

2. APPROVAL OF AGENDA

*A motion was made by **Wright**, seconded by **Henszey** to approve the Agenda for October 12, 2016. There were no objections.*

3. APPROVAL OF MINUTES OF August 10, 2016 AND September 14, 2016

*A motion was made by **Wood**, seconded by **Henszey** to approve the minutes for August 10, 2016. There were no objections.*

*A motion was made by **Wright**, seconded by **Olson** to approve the minutes for September 14, 2016. There were no objections.*

4. COMMUNICATIONS TO THE COMMISSION

Plager announced that Ben Jaffa has been appointed to the CRFC. She introduced Mr. Jaffa and each person around the table introduced themselves. **Jaffa** gave a brief description about his background and interest in the Commission.

Spillman informed the Commission that on Wednesday, October 26, 2016, the Borough is hosting a presentation on "Data Exchange." The public is invited. Flyers were distributed.

5. PUBLIC COMMENTS

None

6. NEW BUSINESS

None

7. UNFINISHED BUSINESS

1. Recap of field trip to Moose Creek Dam

The Commission reviewed Plagers' notes from the field trip in September. Several members of the Commission commented about their favorite parts of the trip.

Wood has volunteered to draft a thank you letter to Mr. Feavel.

2. Pocket plan update

Durham addressed the Commission. She provided draft copies of the "Pocket Plan" and requested the Commission to review the document and provide her with additional photographs if the ones that have been utilized are not acceptable. Durham will compile all comments received and bring the "Pocket Plan" back for final approval at the next meeting.

3. Project List reconsideration

Plager explained the 2009 project list that the Commission used in the past to guide project priorities each year. She suggested we could create an updated list that would dovetail with the Commission's desire to update the rest of the Chena Riverfront Plan (Chapter III. Planning Unit Maps & Project Ideas). **Plager** recommended that a small "working group" could create a draft that the Commission would review.

Plager stated that she has been working on drafting the annual report to the Assembly regarding the Commission and its' accomplishments to date. Several Commissioners provided ideas for items which can be added to the list. She will draft the document and return it to the Commission at the November meeting for comments.

8. STAFF AND LIASION COMMENTS

Smart relayed to the Commission the Mayors' congratulations regarding the Great American Places Award.

Bryant Wright extended his congratulations on the award.

Gardino commented that they are trying to federalize the Chena Riverwalk project as there is not enough State money available. She will report back on this topic.

9. COMMISSIONERS COMMENTS

Buki Wright announced that the fireworks display sponsored by the Downtown Association is scheduled for December 17 at 6:00 pm on the river near Golden Heart Plaza.

Buki Wright also announced that there is a group working hard to do what is necessary to get the Polaris Building torn down and replaced with something useful. He will keep this Commission apprised as things develop.

*A motion was made by **Plager**, seconded by **Olson**, to extend the meeting by 5 minutes. All were in favor. There were no objections.*

Olson thanked the Liasions and Ex-Officios for their service to the Commission.

Henszey commented that Mitch Osborne, Fish and Wildlife Service, has offered to attend a future meeting to give a presentation of what he has accomplished for 2016 and showcase his plans for 2017. Henszey will check to see if he is available for the December meeting.

Henszey added that he has traveled the new bike path under the overpass at Peger Road. He stated that the mirror has not been placed in this location.

Plager reminded the Commission that we will be electing officers at our next meeting and to be thinking about who will step up to fill the Chair and Vice-Chair positions. **Olson** indicated he would consider serving as Chair. **Plager** indicated she would rather not serve as Vice-Chair, but would like to continue as a regular Commission member.

10. AGENDA SETTING FOR November 9, 2016 COMMISSION MEETING

1. Election of Officers
2. Report on APA Great Places award – Jones
3. Pocket Plan update - Durham
4. Plan update on the web – Durham
5. Annual Report to Assembly
6. Project List Working Group

11. ADJOURNMENT

*A motion was made by **Henszey**, seconded by **Wright**, to adjourn the meeting. All were in favor. There were no objections.*