1. CALL TO ORDER

2. NONSECTARIAN INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. REQUEST FOR REMOVAL OF ITEMS FROM THE CONSENT AGENDA AND ANY OTHER PROCEDURAL MOTIONS.

6. CITIZENS’ COMMENTS – Each person’s comments limited to 3 minutes (Citizens’ Comments shall recess at 6:50 p.m. for public hearing)
   a. A citizen may speak on agenda items not scheduled for public hearing (Memorandums, Bid Awards, Unfinished Business [items postponed from previous meetings, reconsideration, or notice of intent to rescind], Resolutions, or Ordinances being advanced to a public hearing on a different date). Citizens’ comments on Board of Adjustment matters are not permitted.
   b. Items that are not scheduled on the agenda.
7. APPROVAL OF AGENDA AND CONSENT AGENDA

Approval of the consent agenda passes all routine items indicated by an asterisk (*) on the agenda. Consent agenda items are not considered separately unless an Assemblymember so requests. Note: If the consent item to be removed is an ordinance up to be introduced, advanced, or referred, it takes two Assemblymembers to remove the item from the consent agenda. In the event of such a request, the item is returned to the general agenda.

8. APPROVAL OF MINUTES

*a. Regular Assembly Meeting minutes of February 14, 2019. (Page 6)

9. COMMUNICATIONS TO THE ASSEMBLY

*a. Memorandum from Mayor Ward recommending the appointment of various service area commissioners. (Page 20)

10. MESSAGES FROM THE BOROUGH MAYOR

11. REPORTS OF STANDING AND SPECIAL COMMITTEES

12. REPORTS FROM REPRESENTATIVES

a. Report from the City of Fairbanks Representative.

b. Report from the City of North Pole Representative.

c. Report from the School Board Representative.

13. SPECIAL ORDERS – Public Hearing at or after 7:00 p.m. (each person’s comments limited to 3 minutes)

a. Liquor License – New – Restaurant/Eating Place – License #5736 (Page 28)

Soba, LLC
DBA: Soba, LLC
535 2nd Ave, Suite 106
Fairbanks, AK 99701
Public Hearing – continued

b. Liquor License – Duplicate – Beverage Dispensary – License #5734 (Page 57)

The Bakery Restaurant, Inc.
DBA: The Bakery Restaurant
44 College Road, Suite A
Fairbanks, AK 99701

c. Marijuana License – New – Limited Cultivation Facility – License #17445 (Page 88)

Dreaming Tree Farms, LLC
DBA: Two Birds One Stoned
338 Ream Road
Fairbanks, AK 99712

d. ORDINANCE NO. 2019-08. An Ordinance Amending FNSBC Title 10 Regarding Abandoned Vehicles And Vehicle Impoundment, Chapter 12.04 FNSBC Regarding Encroachments, And Related Portions Of Chapter 1.20 FNSBC, Fine Schedule. (Sponsor: Mayor Ward) (Page 157)

e. ORDINANCE NO. 2019-09. An Ordinance Amending FNSB Code Of Ordinances To Modify Any And All Masculine And/Or Feminine Language To Gender Neutral Pronouns; And To Amend FNSBC 1.04.080 Regarding Gender. (Sponsor: Assemblymember Williams) (Page 173)

14. CONSIDERATION OF CALENDAR – Unfinished Business

NONE

15. CITIZENS’ COMMENTS – Each person’s comments limited to 3 minutes (continuation if needed)

a. Items that are not scheduled for public hearing – continuation.
16. CONSIDERATION OF CALENDAR – New Business – Resolutions

a. RESOLUTION NO. 2019-07. A Resolution Authorizing The Issuance Of General Obligation Bonds Of The Borough In A Principal Amount Not To Exceed $11,000,000 To Finance The Cost Of Capital Improvements To Certain Borough Facilities, As Authorized By Ordinance No. 2016-35 (Ratified By The Borough’s Voters At An Election Held On October 4, 2016); Authorizing Tax Levies To Pay The Principal Thereof And Interest Thereon; And Authorizing The Sale Of The Bonds To The Alaska Municipal Bond Bank On The Terms And Conditions Provided In This Resolution. (Sponsor: Mayor Ward) (Page 178)

b. RESOLUTION NO. 2019-05. A Resolution Opposing Governor Dunleavy’s Proposed FY2020 Budget Priorities And Related Legislation. (Sponsors: Assemblymembers Williams and Cooper) (Page 213)

*c. RESOLUTION NO. 2019-06. A Resolution In Support Of A Law Enforcement Firing Range & Training Facility For Interior Alaska. (Sponsor: Mayor Ward) (Page 216)

17. CONSIDERATION OF CALENDAR – New Business – Ordinances To Be Referred To Committees Or Commissions

*a. ORDINANCE NO. 2019-11. An Ordinance Rezoning Approximately 584 Acres, Including Silver Creek Subdivision Lots 1 Through 6, Tract A And Tract B, And South Half (S½) Of Southeast One-Quarter (SE¼), Section 35, T2N R1W FM From General Use 1 (GU-1) To Rural And Agricultural 5 (RA-5) Or Other Appropriate Zone, And; Northeast One-Quarter (NE¼) And North Half (N½) Of Southeast One-Quarter (SE¼), Section 35, T2N R1W FM From General Use 1 (GU-1) To Rural Estate 2 (RE-2) Or Other Appropriate Zone (Located On The North Side Of Goldstream Road, Approximately One Mile West Of The Old Steese Highway) (RZ2019-003). (Sponsor: Mayor Ward) (Refer to the Planning Commission with recommendation due back no later than April 15, 2019) (Page 219)

18. CONSIDERATION OF CALENDAR – New Business – Ordinances To Be Introduced And Advanced To Public Hearing

*a. ORDINANCE NO. 2019-12. An Ordinance Amending Chapter 3.24 FNSBC To Establish A New Regional Emergency Services Advisory Committee. (Sponsors: Mayor Ward and Assemblymember Cooper) (Refer to the Assembly Worksession on March 2, 2019; Refer to the Committee of the Whole on March 21, 2019; Advance to April 11, 2019 for Public Hearing) (Page 224)
**Ordinances To Be Introduced And Advanced To Public Hearing - continued**

*b.* ORDINANCE NO. 2018-20-1IV. An Ordinance Amending The FY 2018-19 Budget By Appropriating $1,043,038 From The Facilities Maintenance Reserve To The Capital Projects Fund For The Mary Siah Recreation Center Improvement Project. (Sponsor: Mayor Ward)
(Refer to the Finance Committee on March 7, 2019; Advance to March 14, 2019 for Public Hearing) (Page 230)

*c.* ORDINANCE NO. 2018-20-1W. An Ordinance Amending The FY 2018-19 Budget By Reallocating $227,244 Within The Capital Projects Fund To Be Used As A Required Match For The Tanana River Recreation Area Access Improvements Project Located Within The Tanana Lakes Recreation Area To Be Constructed By The Federal Highway Administration.
(Sponsor: Mayor Ward)
(Refer to the Finance Committee on March 7, 2019; Advance to March 14, 2019 for Public Hearing) (Page 235)

19. **CITIZENS’ COMMENTS** – Each person’s comments limited to 3 minutes (continuation if needed)

   b. Items that are not scheduled on the agenda.

20. **ASSEMBLYMEMBER’S COMMENTS**

21. **ADJOURNMENT**
A Regular meeting of the Fairbanks North Star Borough Assembly was held Thursday, February 14, 2019, in the Mona Lisa Drexler Assembly Chambers of the Juanita Helms Administration Center, 907 Terminal Street, Fairbanks, Alaska.

There were present:

Matt Cooper, Presiding Officer and

Aaron Lojewski       Liz Lyke
Christopher Quist    Shaun Tacke
Andrew M. Gray       Angela Major (Arr. 6:05 p.m.)
Leah Berman Williams Marna Sanford

Comprising a quorum of the Assembly, and

Bryce J. Ward, Borough Mayor
Jim Williams, Chief of Staff
Jill S. Dolan, Borough Attorney
Cory Beal, Chief Procurement Officer
Glenn Miller, Transportation Director
Mayor Welch, City of North Pole Representative (Arr. 6:45 p.m.)
Wendy Dominique, School Board Representative
Michael Bredlie, Rural Services Manager
David Bredlie, Public Works Design and Construction Manager
Travis Smith, Facilities Maintenance Manager
Brian Charlton, Parks Project Coordinator
Adena Benn, CMC, Acting Borough Clerk
Melanie Desmond, Research Assistant

Absent and Excused

NONE
NONSECTARIAN INVOCATION AND PLEDGE OF ALLEGIANCE

Track 1, 00:26

Presiding Officer Cooper gave a nonsectarian invocation and led the pledge of allegiance.

PRESENTATIONS

NONE

REQUEST FOR REMOVAL OF ITEMS FROM THE CONSENT AGENDA AND ANY OTHER PROCEDURAL MOTIONS

Track 1, 02:15

NONE

CITIZEN’S COMMENTS

Track 1, 03:21

a. A citizen may speak on agenda items not scheduled for public hearing. Memorandums, Bid Awards, Unfinished Business (items postponed from previous meetings, reconsideration, or notice of intent to rescind), Resolutions, or Ordinances being advanced to a public hearing on a different date.

Dan Britton, resident of the borough, spoke in support of Resolution 2019-03.

b. Items other than those appearing on the agenda (this is the section to speak on anything Not Scheduled on the agenda).

Brenna Carlson, resident of the borough, spoke in opposition to Governor Dunleavy’s 33% budget cut to K-12 public education.

Amy Geiger, resident of the borough and Explore Fairbanks Representative, gave an aurora borealis tourism update.

Mike Kraft, resident of the borough, spoke regarding the air pollution problem in the Fairbanks North Star Borough, in particular the area surrounding Woodriver Elementary School.

Mike Prax, resident of the borough, spoke regarding Governor Dunleavy’s budget and the importance of seeing both sides of issues, not just charging ahead without the facts.

Patrice Lee, resident of the borough, spoke in opposition to Governor Dunleavy’s budget, specifically how persons with disabilities will be affected by cuts to Medicaid.
APPROVAL OF AGENDA AND CONSENT AGENDA

Assemblymember Lojewski declared a potential conflict of interest on Item 9.d. under Communications to the Assembly as the appointee, Mr. Meeks, has served as a personal reference for him. The Chair ruled a conflict did not exist because the action is only concurring with the Mayor's appointment to the Commission.

The Clerk read the consent agenda.

TACKE, Seconded by GRAY moved to approve the agenda and consent agenda as read.

WITHOUT OBJECTION, SO ORDERED.

APPROVAL OF MINUTES

a. Regular Assembly Meeting minutes of January 24, 2019.

Without objection this measure was read by title and approved under the consent agenda.

COMMUNICATIONS TO THE ASSEMBLY

a. IFB Award: IFB Number 19022 Ladd Elementary School Exterior Wall Improvements

Approval of Base Bid as submitted by Kirkland Built, Inc. in the amount of $777,066.00.

Cory Beal, Chief Procurement Officer, gave a staff report.

GRAY, Seconded by TACKE moved to award IFB Number 19022, Ladd Elementary School Exterior Wall Improvements, approval of Base Bid as submitted by Kirkland Built, Inc. in the amount of $777,066.00.

Discussion ensued.
COMMUNICATIONS TO THE ASSEMBLY – continued

VOTE ON MOTION TO AWARD IFB NUMBER 19022, LADD ELEMENTARY SCHOOL EXTERIOR WALL IMPROVEMENTS, APPROVAL OF BASE BID AS SUBMITTED BY KIRKLAND BUILT, INC. IN THE AMOUNT OF $777,066.00.

Yeses: Quist, Gray, Tacke, Lyke, Sanford, Williams, Lojewski, Major, Cooper

Noes: None

MOTION CARRIED 9 Yeses, 0 Noes

b. IFB Award: IFB Number 19042
   Air Filters for Facilities Maintenance
   Approval of Lot Three in the amount of $20,013.36, Lot Four in the amount of $4,096.32, and Lot Five in the amount of $5,142.00 as submitted by Refrigeration Supplies Distributors for the initial contract period, and an estimated total contract amount of $146,258.40 if the four one-year renewal options are exercised.

   Without objection this measure was read by title and approved under the consent agenda.

c. Memorandum from Mayor Ward recommending the appointment of Gregory Barker to the Chena Riverfront Commission.

   Without objection this measure was read by title and approved under the consent agenda.

d. Memorandum from Mayor Ward recommending the appointment of Mike Meeks to the Economic Development Commission.

   Without objection this measure was read by title and approved under the consent agenda.
MESSAGES FROM THE BOROUGH MAYOR
Track 1, 33:57

Mayor Ward provided a written report to the Assembly and highlighted the following:

- Governor Dunleavy’s revised budget was released and the Mayor’s Office is preparing their report to take to Juneau for discussion with the legislature.
- Talks are taking place with the Fairbanks Memorial Hospital Foundation to provide air quality education as part of state licensing credits for doctors and nurses.

REPORTS OF SPECIAL AND STANDING COMMITTEES
Track 1, 36:24

Assemblymember Williams reported the Sustainability Commission met and passed the Sustainability Plan which will be presented at the February 21 Committee of the Whole Worksession.

Assemblymember Quist reported the potential third budget worksession will be held Monday, April 22 at 5:30 p.m., if needed. He reported his first “Office Hours” event was uneventful and that he will continue to host at various venues around town.

Assemblymember Lyke reported the Salcha-Badger Road Area Plan Working Group met and will have their draft plan available for public comment on February 25 from 6:30 p.m. - 8:30 p.m. at the North Pole Library, and on February 28 from 6:30 p.m. - 8:30 p.m. at the Salcha Senior Center.

Assemblymember Tacke reported the FMATS/FAST Planning board meeting is rescheduled to February 27 at 12:00 p.m.

REPORTS FROM REPRESENTATIVES
Track 2, 00:36

a. Report from the City of Fairbanks Representative.

NONE

b. Report from the City of North Pole Representative.

Mayor Welch reported:

- Legislative Priorities are finalized and will be presented in Juneau.
- Commented on Governor Dunleavy’s budget.
- Implementation of Fairbanks Natural Gas storage tanks is progressing.
REPORTS FROM REPRESENTATIVES - continued

c. Report from the School Board Representative.

School Board President Wendy Dominique reported:

- Governor Dunleavy's budget will hit the FNSBSD hard.
- Public Hearing on the proposed FY2019/2020 budget is scheduled for March 4 at 6:30 p.m. Information is available on the school district's website, k12northstar.org.
- No school on February 18\textsuperscript{th} and 19\textsuperscript{th} due to Parent-Teacher Conferences.
- The FNSBSD and the FNSB will need to work together to get through this budget session.

SPECIAL ORDERS - PUBLIC HEARING

a. Marijuana License – New – Retail Store – License #16579

\textit{Track 2, 10:11}

Grass Station, LLC  
DBA: Grass Station 49  
2502 Parks Hwy  
Fairbanks, AK 99709

Assemblymember Quist declared a potential conflict of interest on Marijuana License #16579 as his mother-in-law and father-in-law own a marijuana cultivation business. The Chair ruled a conflict did exist and Mr. Quist was excused from the dais.

Assemblymember Sanford declared a potential conflict of interest on Marijuana License #16579 as she is an investor in a marijuana cultivation business. The Chair ruled a conflict did exist and Ms. Sanford was excused from the dais.

Assemblymember Tacke declared a potential conflict of interest on Marijuana License #16579 as he is part owner of a marijuana product manufacturing facility. The Chair ruled a conflict did exist and Mr. Tacke was excused from the dais.

Jim Williams, Chief of Staff, gave a staff report.

The Presiding Officer called for public testimony, there being none public hearing was closed.
PUBLIC HEARING - continued

GRAY, Seconded by WILLIAMS

moved to file no protest against New - Retail Store - Marijuana License #16579.

Discussion ensued.

Yeses: Williams, Gray, Lojewski, Lyke, Major, Cooper

Noes: None

MOTION CARRIED 6 Yeses, 0 Noes

Assemblymembers Quist, Sanford and Tacke returned to the dais.

b. ORDINANCE NO. 2019-04. An Ordinance Providing For An Election For Tax Revenue Cap Revision To The Seavy Service Area. (Sponsor: Mayor Ward)

Track 2, 13:04

Michael Bredlie, Rural Services Manager, gave a staff report.

The Presiding Officer called for public testimony, there being none public hearing was closed.

TACKE, Seconded by GRAY

moved to adopt Ordinance No. 2019-04.

VOTE ON MOTION TO ADOPT ORDINANCE NO. 2019-04.

Yeses: Lyke, Quist, Sanford, Tacke, Lojewski, Gray, Williams, Major, Cooper

Noes: None

MOTION CARRIED 9 Yeses, 0 Noes

c. ORDINANCE NO. 2019-05. An Ordinance Providing For An Election For Tax Revenue Cap Revision To The Pleasureland Service Area. (Sponsor: Mayor Ward)

Track 2, 15:04

Michael Bredlie, Rural Services Manager, gave a staff report.

The Presiding Officer called for public testimony.
PUBLIC HEARING – continued

Aaron Vanderweele, resident of the borough, spoke regarding Ordinance No. 2019-05.

The Presiding Officer called for further public testimony, there being none public hearing was closed.

TACKE, Seconded by WILLIAMS
moved to adopt Ordinance No. 2019-05.

Discussion ensued.

VOTE ON MOTION TO ADOPT ORDINANCE NO. 2019-05.

Yeses: Gray, Williams, Lyke, Tacke, Quist, Sanford, Major, Cooper

Noes: Lojewski

MOTION CARRIED 8 Yeses, 1 Noes

d. ORDINANCE NO. 2019-07. An Ordinance Amending FNSBC Title 16 To Authorize The Procurement Of Supplies, Equipment And Services To School District Officials, And Authorizing The Delegation Of Procurement Authority For Certain Construction Projects. (Sponsor: Mayor Ward)
Track 2, 24:50

Cory Beal, Chief Procurement Officer, gave a staff report.

The Presiding Officer called for public testimony, there being none public hearing was closed.

GRAY, Seconded by WILLIAMS
moved to adopt Ordinance No. 2019-07.

VOTE ON MOTION TO ADOPT ORDINANCE NO. 2019-07.

Yeses: Quist, Gray, Tacke, Sanford, Lyke, Williams, Lojewski, Major, Cooper

Noes: None

MOTION CARRIED 9 Yeses, 0 Noes
PUBLIC HEARING - continued

e. **ORDINANCE NO. 2018-20-1R.** An Ordinance Amending The FY 2018-19 Budget By Appropriating $39,055 In Federal Pass-Through Grant Funding To The Special Revenue Fund To Offset The Cost Of The First Three Years Of Operations And Maintenance Of Motor Vehicle Plug-Ins Installed At The Fairbanks North Star Borough’s Noel Wien Library And North Pole Branch Library. (Sponsor: Mayor Ward)

Glenn Miller, Transportation Director, gave a staff report.

The Presiding Officer called for public testimony, there being none public hearing was closed.

TACKE, Seconded by WILLIAMS

moved to adopt Ordinance No. 2018-20-1R.

Discussion ensued.

VOTE ON MOTION TO ADOPT ORDINANCE NO. 2018-20-1R.

Yeses: Sanford, Lojewski, Williams, Quist, Gray, Lyke, Tacke, Major, Cooper

Noes: None

MOTION CARRIED 9 Yeses, 0 Noes

f. **ORDINANCE NO. 2018-20-1S.** An Ordinance Amending The FY 2018-19 Budget By Changing The Estimated Revenues For $48,154 Of The Match To The Federal Transit Administration, Section 5307 Transit Operating Assistance Grant From Local Sources To State Grant Funds And By Appropriating $48,154 To The Transit Enterprise Operating Fund To Continue The Increased Headway On The Red, Brown And Purple Lines. (Sponsor: Mayor Ward)

Glenn Miller, Transportation Director, gave a staff report.

The Presiding Officer called for public testimony, there being none public hearing was closed.

TACKE, Seconded by GRAY

moved to adopt Ordinance No. 2018-20-1S.
PUBLIC HEARING - continued

VOTE ON MOTION TO ADOPT ORDINANCE NO. 2018-20-1S.

Yeses: Gray, Sanford, Lyke, Quist, Lojewski, Williams, Tacke, Major, Cooper

Noes: None

MOTION CARRIED 9 Yeses, 0 Noes

g. ORDINANCE NO. 2018-20-1T. An Ordinance Amending The FY 2018-19 Budget By Appropriating $201,779 In Federal Grant Funding And $20,029 In Local Matching Funds From The General Fund Fund Balance To The Capital Projects Fund For The Restroom Replacement And Access Improvements Project At Chena Lake Recreation Area. (Sponsor: Mayor Ward)

Track 2, 33:45

Assemblymember Lojewski declared a potential conflict of interest on Ordinance No. 2018-20-1T as his business patrons use the Chena Lake Restrooms. The Chair ruled a conflict did not exist.

Brian Charlton, Parks Project Coordinator, gave a staff report.

The Presiding Officer called for public testimony, there being none public hearing was closed.

TACKE, Seconded by WILLIAMS moved to adopt Ordinance No. 2018-20-1T.

Discussion ensued.

VOTE ON MOTION TO ADOPT ORDINANCE NO. 2018-20-1T.

Yeses: Williams, Lyke, Lojewski, Sanford, Quist, Tacke, Gray, Major, Cooper

Noes: None

MOTION CARRIED 9 Yeses, 0 Noes
CONSIDERATION OF CALENDAR - Unfinished Business

a. RESOLUTION NO. 2019-03. A Resolution Supporting Conversion From Diesel And Gasoline To Compressed Natural Gas (CNG) Vehicles For All Transit Revenue Service Vehicles Within The Fairbanks North Star Borough Transportation Department. (Sponsor: Mayor Ward)

Track 2, 36:19

Clerk’s Note: On January 10, 2019 a motion to adopt was made by Assemblymember Quist and seconded by Assemblymember Sanford.

Discussion ensued.

VOTE ON MOTION TO ADOPT RESOLUTION NO. 2019-03.

Yeses: Williams, Sanford, Gray, Lyke, Major, Cooper

Noes: Lojewski, Tacke, Quist

MOTION CARRIED 6 Yeses, 3 Noes

CITIZEN’S COMMENTS - Limited To Three (3) Minutes (Continuation if needed)

Track 3, 00:03

a. items that are not scheduled for public hearing – continuation.

Partrice Lee, resident of the borough, reported a safety issue on the easement between Lowes and Walmart.

CONSIDERATION OF CALENDAR - New Business - Resolutions

a. RESOLUTION NO. 2019-04. A Resolution Authorizing The Fairbanks North Star Borough Mayor To Sign The Intergovernmental Operating Agreement And Memorandum Of Understanding For Transportation And Air Quality Planning And The Memorandum Of Understanding For The Operation Of The Fairbanks Area Surface Transportation Planning Office. (Sponsor: Mayor Ward)

Track 1, 39:50

Mayor Ward gave a staff report.

Tacke, Seconded by Sanford moved to adopt Resolution No. 2019-04.
CONSIDERATION OF CALENDAR - New Business - Resolutions - continued

Discussion ensued.

VOTE ON MOTION TO ADOPT RESOLUTION NO. 2019-04.

Yeses: Lyke, Tacke, Gray, Williams, Quist, Lojewski, Sanford, Major, Cooper

Noes: None

MOTION CARRIED 9 Yeses, 0 Noes

CONSIDERATION OF CALENDAR - New Business - Ordinances To Be Referred To Committees Or Commissions

NONE

CONSIDERATION OF CALENDAR - New Business - Ordinances To Be Introduced And Advanced To Public Hearing

Track 1, 27:39

a. ORDINANCE NO. 2019-08. An Ordinance Amending FNSBC Title 10 Regarding Abandoned Vehicles And Vehicle Impoundment, Chapter 12.04 FNSBC Regarding Encroachments, And Related Portions Of Chapter 1.20 FNSBC, Fine Schedule. (Sponsor: Mayor Ward)

Without objection the measure was read by title, introduced and referred under the consent agenda to the Committee of the Whole on February 21, 2019; Advanced to February 28, 2019 for Public Hearing.

b. ORDINANCE NO. 2019-09. An Ordinance Amending FNSB Code Of Ordinances To Modify Any And All Masculine And/Or Feminine Language To Gender Neutral Pronouns; And To Amend FNSBC 1.04.080 Regarding Gender. (Sponsor: Assemblymember Williams)

Without objection the measure was read by title, introduced and referred under the consent agenda to the Committee of the Whole on February 21, 2019; Advanced to February 28, 2019 for Public Hearing.
CONSIDERATION OF CALENDAR - New Business - Ordinances To Be Introduced And Advanced To Public Hearing - continued

c. ORDINANCE NO. 2019-10. An Ordinance Amending FNSBC Title 18 Regarding Small Wireless Facilities And To Amend The Definitions Of And Standards For Communication Towers, And Amending Chapter 21.05 FNSBC, Street Address Assignments. (Sponsor: Mayor Ward)

Without objection the measure was read by title, introduced and referred under the consent agenda to the Planning Commission on February 26, 2019 with recommendation due back no later than March 12, 2019; Referred to the Committee of the Whole on March 21, 2019; Advanced to March 28, 2019 for Public Hearing.

CITIZENS’ COMMENTS - Limited To 3 Minutes (Continuation if needed)
Track 3, 03:30

b. Items that are not scheduled on the agenda.

Mike Prax, resident of the borough, thanked the assembly for its discussion on Resolution 2019-03.

ASSEMBLYMEMBER’S COMMENTS
Track 3, 1:04:42

Assemblymember Tacke wished everyone a Happy Valentine’s Day and stated that budgets have consequences, learn about your candidates.

Assemblymember Lyke commented the budget looks overwhelming and seems to hit our school children the hardest.

Assemblymember Gray commented it has been a tense couple of days at UAF, and spoke about the potential impacts to the FNSB.

Assemblymember Major commented it is important to show support to each other during these trying times.

Assemblymember Sanford commented she spent the week in Juneau and she enjoyed the process of the public rallying together for what they believe in. Ms. Sanford suggested it is time for the assembly to take a position on income tax, oil revenue and tax credits.

Assemblymember Lojewski stated this is only a proposed budget by Governor Dunleavy and suggested important conversations will have to take place.
ASSEMBLYMEMBER’S COMMENTS - continued

Assemblymember Williams, who works at UAF, reassured the public that UAF is committed to its students and the economy of the State of Alaska and stated she has confidence the legislature will support education.

Assemblymember Quist wished everyone a Happy Valentine's Day.

Mayor Ward wished everyone a Happy Valentine's Day.

Presiding Office Cooper urged everyone to be compassionate and kind to residents who may be feeling extra stress due to the government shutdown and Governor Dunleavy’s proposed budget.

Assembly Schedule for the week of February 18, 2019:

- Monday, February 18th the FNSB Juanita Helms Administration Center will be closed in observance of President’s Day.

- Thursday, February 21st, Committee of the Whole worksession at 5:30 p.m. in the Assembly Chambers.

ADJOURNMENT

There being no further business to come before the Fairbanks North Star Borough Assembly, the meeting adjourned at 8:14 p.m.

____________________________
Matt Cooper
Presiding Officer

ATTEST:

________________________________
April Trickey, CMC
Borough Clerk
TO:    Fairbanks North Star Borough Assembly
FROM: Bryce Ward, Borough Mayor
DATE: February 28, 2019
SUBJECT: Appointment of Service Area Commissioners

Pursuant to the Fairbanks North Star Borough Code of Ordinances, I recommend appointment of the following persons to serve as service area commissioners. The number of seats vacant in these service area's are attached.

As required, each nominee is a property owner within the service area and agrees, if appointed, to serve a term that expires on the date indicated. Your confirmation of these appointments is respectfully requested.

**Goldstream Moose Creek**

Term: June 30, 2020
Murray Howk, Alternate
2861 Moose Mtn Rd
Fairbanks, AK 99709

**Wildview**

Term: June 30, 2019
Allen Ballew, Alternate
621 Bullion Dr
Fairbanks, AK 99712
## ATTACHMENT
Service Area's Seats Vacant

<table>
<thead>
<tr>
<th>Service Areas</th>
<th># of Nominees</th>
<th>Seats Vacant</th>
<th>Alternate Seats Vacant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goldstream Moose Creek</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Wildview</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td><strong>Totals:</strong></td>
<td><strong>2</strong></td>
<td><strong>0</strong></td>
<td><strong>2</strong></td>
</tr>
</tbody>
</table>
Service Area: Goldstream Moose Creek Road Service

Legal Name: Murray E. Howk

Mailing Address: 2861 Moose Mtn. Rd

City / Zip Code: Fairbanks 99709

Residential Address: Same

Property Address: Lot 76, Moose Mtn. 9th Addition Out of TL-400 Sec 4 T1N R2W

Home Phone: 

Work Phone: (907) 378-6294

Mobile Phone: 

Fax: 

What other commissions do you serve on? NONE

I am interested in serving on this commission because: BECAUSE ANOTHER MEMBER OF THE COMMISSION LEFT, I ALSO HAVE ROAD CONSTRUCTION EXPERIENCE

Please list your background and any areas of special interest: WORKED IN CONSTRUCTION FOR 6 YEARS IN STATE OF ALASKA FOR 26 YEARS IN DOT AS OPERATOR/FOREMAN

I affirm that I am a registered voter residing within the borough;

I affirm that I own property within Service Area;

I have included the completed signed financial disclosure form; and

I understand I will sign a notorized oath of office within 30 days of appointment in order to serve as a Service Area Commissioner.

Signature: Murray E. Howk

Date: 12/17/18

(form that are not signed will not be accepted)

As a Commissioner, you will receive a FNSB Email account to handle Service Area business. Please check one of the following boxes to indicate your preferred method of receiving correspondence from Rural Services, if appointed:

- VIA Email
- VIA US Postal Service

(VIA Email: Commissioners may request hard copy of correspondence delivered)

Submit form to FNSB Rural Services Division:

Deliver: 520 5th Ave., First Floor, Suite D
Mail: PO Box 71267, Fairbanks, AK 99707
Fax: 907-459-1499
Email: ruralservices@fnsb.us

The Fairbanks North Star Borough is subject to the Alaska Public Records Act, AS 40.25 et seq. and this document may be subject to public disclosure under state law.
DISCLOSURE OF PRESENT ECONOMIC INTEREST
APPOINTED PUBLIC MEMBERS OF A BOARD, COMMISSION, OR OTHER MUNICIPAL BODY

1. **Howk Murray Edward**
   (YOUR NAME: LAST, FIRST, MIDDLE)

2. **Goldstream Moose Creek Road Service Area**
   (BOARD, COMMISSION, OR OTHER PUBLIC BODY TO WHICH YOU ARE APPLYING.)

3. FOR TERM ENDING: 2020

4. PLEASE GIVE THE BUSINESS NAME OF YOUR EMPLOYER, TYPE OF BUSINESS, YOUR POSITION.

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Type of Business</th>
<th>Your Position</th>
</tr>
</thead>
</table>

5. IF YOU ARE SELF-EMPLOYED, CHECK THIS BOX: SELF EMPLOYED

**DECLARATION**

I understand that I am required to disclose any interest which would cause me or an immediate family member (including all household members) to have a personal or financial interest, different than those of the public generally, in matters coming before the board, commission, or other public body of the municipality to which I have been appointed. When such matters arise, I will also inform the other members on the record, so that the potential for a conflict of interest can be addressed prior to action by the public body.

I have the following interest(s) which would cause me, an immediate family member, or household member to have a personal or financial interest, different than those of the public generally, in matters coming before the public body during my term:

(ATTACH SEPARATE SHEETS AS NECESSARY)

If the situation changes, or I acquire new interests, I will file a supplemental disclosure with the Clerk's Office. I affirm that this DISCLOSURE is true and correct to the best of my knowledge.

**Signature** Murray E. Howk 12/17/18

Date
Allen Ballew

Legal Name: Allen Ballew

Home Phone: 9074573157

Mailing Address: 621 Bullion Dr.

Work Phone: 9074793924

City / Zip Code: 99712

Mobile Phone: 9079870408

Residential Address: 621 Bullion Dr.

Property Address: 0165913

Please list your background and any areas of special interest:

No real special interest other than serving the area to ensure a good quality of road service is performed and that our fellow residents have a safe and well maintained set of roads.

I am interested in serving on this commission because:

The two gentlemen who are doing it now want to are retired and want to be able to leave the area at the same time in the winter. I am not a traveler per say so I am available to be around when they are not.

As a Commissioner, you will receive a FNSB Email account to handle Service Area business. Please check one of the following boxes to indicate your preferred method of receiving correspondence from Rural Services, if appointed:

- [ ] VIA Email
- [ ] VIA US Postal Service

Submit form to FNSB Rural Services Division:

deliver: 520 5th Ave., First Floor, Suite D

Mail: PO Box 71267, Fairbanks, AK 99707

Fax: 907-459-1499

Email: ruralservices@fnsb.us

The Fairbanks North Star Borough is subject to the Alaska Public Records Act, AS 40.25 et seq. and this document may be subject to public disclosure under state law.
DISCLOSURE OF PRESENT ECONOMIC INTEREST
APPOINTED PUBLIC MEMBERS OF A BOARD, COMMISSION, OR OTHER MUNICIPAL BODY

1. Ballew Allen D.
   (YOUR NAME: LAST, FIRST, MIDDLE)

2. Road Commission
   (BOARD, COMMISSION, OR OTHER PUBLIC BODY TO WHICH YOU ARE APPLYING.)

3. FOR TERM ENDING: 2019

4. PLEASE GIVE THE BUSINESS NAME OF YOUR EMPLOYER, TYPE OF BUSINESS, YOUR POSITION.

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Type of Business</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>C-Drive Computers Inc.</td>
<td>IT services</td>
<td>Owner</td>
</tr>
</tbody>
</table>

5. IF YOU ARE SELF-EMPLOYED, CHECK THIS BOX: ■ SELF EMPLOYED

   DECLARATION

I understand that I am required to disclose any interest which would cause me or an immediate family member (including all household members) to have a personal or financial interest, different than those of the public generally, in matters coming before the board, commission, or other public body of the municipality to which I have been appointed. When such matters arise, I will also inform the other members on the record, so that the potential for a conflict of interest can be addressed prior to action by the public body.

I have the following interest(s) which would cause me, an immediate family member, or household member to have a personal or financial interest, different than those of the public generally, in matters coming before the public body during my term:

(ATTACH SEPARATE SHEETS AS NECESSARY)

None

If the situation changes, or I acquire new interests, I will file a supplemental disclosure with the Clerk's Office. I affirm that this DISCLOSURE is true and correct to the best of my knowledge.

Signature
Date

01-30-2019
MEMORANDUM

TO: Fairbanks North Star Borough Assembly
FROM: Jim Williams, Chief of Staff
SUBJECT: New Liquor License
DATE: February 28, 2019

Attached you will find copies of the application for a new liquor license for the following:

RESTAURANT / EATING PLACE – LICENSE # 5736

DBA: Soba LLC
Soba LLC
535 2nd Ave, Suite 106
Fairbanks, AK 99701

Pursuant to FNSB 9.08 the Assembly must determine whether or not to protest the liquor license after holding a public hearing. The administration recommends no protest.

/km
cc: Concerned Licensee
LIQUOR LICENSE

Date Notice Received: 1/24/2019  60 DAY DUE DATE 3/3/19

Type of License:
☒ NEW  ☐ TRANSFER

License Number: 5736

☒ Beverage Dispensary  ☐ Distillery  ☐ Tourism
☒ Restaurant/Eating Place  ☐ Golf Course  ☐ Duplicate
☑ Package Store  ☐ Recreational Site  ☐ Other

DBA: Soba LLC

Licensee/Applicant (LA): Soba LLC

Physical Address: 535 2nd Ave, Suite 106

Mailing Address: Same as above

INTERNAL REVIEW SCHEDULE

PLANNING DEPARTMENT:  Signature: Date: 04/05/19

☒ Land Use Compliance: Zone: CBD. "Restaurants, lounges, liquor establishments, cafes and tea rooms" is a listed permitted use in the CBD zoning district pursuant to FNSBC 15.08.020.A.1 (15.04.020.A.78). A zoning permit is required for this use (FNSBC 15.04.080); no permit currently on record.

ASSESSING DEPARTMENT:  Signature: J. Rene Panyick Date: 04/15/19

Parcel Key Number: 32239 - 32241

Property Description: Umbol Block 38 Fairbanks Townsite

Property Owner (PO) Name: River City Investments LLC

TREASURY/ BUDGET:  Signature: Date: 04/15/19

☒ Property Taxes:

☒ (LA) ☐ (PO) Alcoholic Beverage Sales Taxes: N/A - City Limits

(If either party owes, give amount and attach printout)
January 16, 2019

City of Fairbanks
Attn: D. Danyielle Snider, City Clerk
VIA Email: ddsnider@ci.fairbanks.ak.us
Cc: kmajor@fnsb.us

<table>
<thead>
<tr>
<th>License Type:</th>
<th>Restaurant/Eating Place</th>
<th>License Number:</th>
<th>5736</th>
</tr>
</thead>
<tbody>
<tr>
<td>Licensee:</td>
<td>Soba LLC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Doing Business As:</td>
<td>Soba LLC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Premises Address:</td>
<td>535 2nd Avenue, Suite 106</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☒ New Application ☐ Transfer of Ownership Application
☐ Transfer of Location Application ☐ Transfer of Controlling Interest Application

We have received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director and the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service upon the applicant.

AS 04.11.491 – AS 04.11.509 provide that the board will deny a license application if the board finds that the license is prohibited under as a result of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application on the grounds that the applicant’s proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the alcohol establishment, unless the local government has approved a variance from the local ordinance.

Sincerely,

Erika McConnell, Director
amco.localgovernmentonly@alaska.gov
Form AB-00: New License Application

What is this form?

This new license application form is required for all individuals or entities seeking to apply for a new liquor license. Applicants should review Title 04 of Alaska Statutes and Chapter 304 of the Alaska Administrative Code. All fields of this form must be completed, per AS 04.11.260 and 3 AAC 304.105.

This form must be completed and submitted to AMCO's main office, along with all other required forms and documents, before any license application will be considered complete.

Section 1 - Establishment and Contact Information

Enter information for the business seeking to be licensed.

| Licensee:       | SOBA LLC                       |
| License Type:   | Restaurant/Eating Place        |
| Statutory Reference: | AS04.11.300                  |
| Doing Business As: | SOBA LLC                     |
| Premises Address:  | 335 2nd Ave Suite 106          |
| City:            | Fairbanks                      |
| State:           | AK                             |
| ZIP:             | 99701                          |
| Local Governing Body: | City of Fairbanks        |
| Community Council: |                                |

| Mailing Address:  | 335 2nd Ave Suite 106          |
| City:             | Fairbanks                      |
| State:            | AK                             |
| ZIP:              | 99701                          |

| Designated Licensee: | Alla Gutsul                   |
| Contact Phone:       | 9073220407                    |
| Business Phone:      | 9074603622                    |
| Contact Email:       | gutsul.alla@gmail.com         |

Seasonal License? Yes [ ] No [X] If "Yes", write your six-month operating period: ______________

OFFICE USE ONLY

| Complete Date: | License Years: | License #: |
| Board Meeting Date: | Transaction #: |
| Issue Date: | BRE: |

[Form AB-00] (rev 10/10/2016)
Alaska Alcoholic Beverage Control Board

Form AB-00: New License Application

Section 2 – Premises Information

Premises to be licensed is:

- [ ] an existing facility
- [ ] a new building
- [ ] a proposed building

The next two questions must be completed by beverage dispensary (including tourism) and package store applicants only:

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the outer boundaries of the nearest school grounds? Include the unit of measurement in your answer.

[ ]

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the public entrance of the nearest church building? Include the unit of measurement in your answer.

[ ]

Section 3 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 4.

If more space is needed, please attach a separate sheet with the required information.

The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: [ ] applicant [ ] affiliate

| Name:       |  |  |  |
|-------------|---------------|
| Address:    |  |  |  |
| City:       |  | State: |  |
| ZIP:        |  |  |  |

This individual is an: [ ] applicant [ ] affiliate

| Name:       |  |  |  |
|-------------|---------------|
| Address:    |  |  |  |
| City:       |  | State: |  |
| ZIP:        |  |  |  |
Section 4 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 5. If more space is needed, please attach a separate sheet with the required information.

- If the applicant is a corporation, the following information must be completed for each stockholder who owns 10% or more of the stock in the corporation, and for each president, vice-president, secretary, and managing officer.
- If the applicant is a limited liability organization, the following information must be completed for each member with an ownership interest of 10% or more, and for each manager.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each partner with an interest of 10% or more, and for each general partner.

<table>
<thead>
<tr>
<th>Entity Official</th>
<th>Title(s):</th>
<th>Phone:</th>
<th>% Owned:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alisa Gutsul</td>
<td>Member</td>
<td>907.322.0467</td>
<td>50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Entity Official</th>
<th>Title(s):</th>
<th>Phone:</th>
<th>% Owned:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stanislav Gutsul</td>
<td>Member</td>
<td>907.322.0879</td>
<td>50</td>
</tr>
<tr>
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<td></td>
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<th>Entity Official</th>
<th>Title(s):</th>
<th>Phone:</th>
<th>% Owned:</th>
</tr>
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<tr>
<th>Entity Official</th>
<th>Title(s):</th>
<th>Phone:</th>
<th>% Owned:</th>
</tr>
</thead>
<tbody>
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<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

[Form AB-00] (rev 10/10/2016)
This subsection must be completed by any applicant that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC) and have a registered agent who is an individual resident of the state of Alaska.

<table>
<thead>
<tr>
<th>DOC Entity #:</th>
<th>AK Formed Date:</th>
<th>Home State:</th>
<th>Registered Agent:</th>
<th>Agent’s Phone:</th>
<th>Agent’s Mailing Address:</th>
<th>City:</th>
<th>State:</th>
<th>ZIP:</th>
</tr>
</thead>
<tbody>
<tr>
<td>10083412</td>
<td>10/23/2018</td>
<td>Alaska</td>
<td>Shanslev Gutsul</td>
<td>9073220370</td>
<td>908 Joyce Dr, Fairbanks, AK</td>
<td>Fairbanks</td>
<td>AK</td>
<td>99701</td>
</tr>
</tbody>
</table>

Residency of Agent:

- [ ] Yes
- [x] No

Is your corporation or LLC's registered agent an individual resident of the state of Alaska?

- [x] Yes
- [ ] No

**Section 5 – Other Licenses**

Ownership and financial interest in other alcoholic beverage businesses:

- [x] Yes
- [ ] No

Does any representative or owner named in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska?

- [ ] Yes
- [x] No

If "Yes", disclose which individual(s) has the financial interest, what the type of business is, and if licensed in Alaska, which license number(s) and license type(s):


**Section 6 – Authorization**

Communication with AMCO staff:

- [x] Yes
- [ ] No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

- [ ] Yes
- [x] No

If "Yes", disclose the name of the individual and the reason for this authorization:


[Form AB-00] (rev 10/10/2016)
Section 7 - Certifications

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

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application. [AG]

I certify that all proposed licensees have been listed with the Division of Corporations. [AG]

I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued. [AG]

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465. [AG]

I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application. [AG]

As an applicant for a liquor license, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Printed name of licensee

Signature of Notary Public

Notary Public in and for the State of Alaka

My commission expires: 10/27/2021

Subscribed and sworn to before me this 12 day of Jan, 2019.
What is this form?

A detailed diagram of the proposed licensed premises is required for all liquor license applications, per AS 04.11.260 and 3 AAC 304.185. Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, consumption, and manufacturing. 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.

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.

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.

<table>
<thead>
<tr>
<th>Licensee:</th>
<th>SOBA LLC</th>
<th>License Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>License Type:</td>
<td>Restaurant/Eating Place</td>
<td></td>
</tr>
<tr>
<td>Doing Business As:</td>
<td>SOBA LLC</td>
<td></td>
</tr>
<tr>
<td>Premises Address:</td>
<td>535 2nd Ave Suite 106</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>Fairbanks</td>
<td>State: AK</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ZIP: 99701</td>
</tr>
</tbody>
</table>
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 and exits, walls, bars, and fixtures, and outline in red the perimeter of the areas designated for alcohol storage, service, consumption, and manufacturing. Include dimensions, cross-streets, and points of reference in your drawing. You may attach blueprints or other detailed drawings that meet the requirements of this form.

Please see attachments 1, 13, 2.
Gross square feet = 6880
Minus stairwells, trashroom & water closet (800 sq ft) = 6080 Net

2 suites N of 107 April 1200 sq ft.
Basement under liner = 1420 sq ft

Approx. Dia 32 x 32 = 2304 sq ft

Please see attachment 1B for details.
Soba LLC Basement will be used only for storage for Alcoholic Beverage in only designated areas as Cold Storage and Dry Storage.

1) Walk-In Cooliv
2) Lockable Storage (Cold) for Alcoholic Beverage
3) Lockable Storage (Dry) for Alcoholic Beverage
4) Shelv's
5) Lockable door to other basement (not Soba LLC)
Attachment 1 B  Maine floor

To the Mall

Soba Restaurant

Wall

To Basement

1) Playground
2) Kitchen
3) Waiter Area
4) Main Floor
5) Restroom

To 3rd Ave
6) Booth Seating
7) Table Seating
8) Party Seating
9) Dishwasher
10) 3 Comp. 6 x K
11) Refrigerator
12) Range/stove
13) Fryer
14) Hot tub

15) Kitchen Table
16) Cold Table
17) Stove
18) Freezer
19) EE sink
20) Rack
21) Decor. store
22) Bar Preparing area.
NORTH

CO-OP PLAZA BUILDING
SECOND FLOOR

SECOND AVENUE

#212 #211 #210

5

RESTROOM

#214

4

15

#215 - #220
60' x 44'
2,340 sq.

19'

#205

OPEN
60' to
BELLO.

#204

#203

#208

#209

140'

7 #221B #221A
(up)

6

12 #222

#224
(up)

7.5 x 21.3

50.5'

LEFT = 49 x 23

215 - 222 + 2.5' = 5,397 sq.

THIRD AVENUE

page 3
What is this form?

A restaurant designation permit application is required for a licensee desiring designation under 3 AAC 304.715 – 3 AAC 304.795 as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049. Designation will be granted only to a holder of a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license, and only if the requirements of 3 AAC 304.305, 3 AAC 304.725, and 3 AAC 304.745, as applicable, are met. A detailed floor plan of the proposed designated and undesignated areas of the licensed business and a menu or expected menu listing the meals to be offered to patrons must accompany this form. Applicants should review AS 04.16.049 – AS 04.16.052 and 3 AAC 304.715 – 3 AAC 304.795. All fields of this form must be completed. The required $50 permit fee may be made by credit card, check, or money order.

Section 1 – Establishment Information

Enter information for licensed establishment.

<table>
<thead>
<tr>
<th>Licensee:</th>
<th>Soba LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>License Type:</td>
<td>Restaurant/Eating Place</td>
</tr>
<tr>
<td>Doing Business As:</td>
<td>Soba LLC</td>
</tr>
<tr>
<td>Premises Address:</td>
<td>535 2nd Ave Suite #106</td>
</tr>
<tr>
<td>City:</td>
<td>Fairbanks</td>
</tr>
<tr>
<td>State:</td>
<td>AK</td>
</tr>
<tr>
<td>ZIP:</td>
<td>99701</td>
</tr>
<tr>
<td>Contact Name:</td>
<td>ALLA GUTSUL</td>
</tr>
<tr>
<td>Contact Phone:</td>
<td>907-322-0407</td>
</tr>
</tbody>
</table>

Section 2 – Type of Designation Requested

This application is for the request of designation as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049, and for the request of the following designation(s) (check all that apply):

- [ ] Dining after standard closing hours: AS 04.16.010(c)
- [ ] Dining by persons 16 – 20 years of age: AS 04.16.049(a)(2)
- [ ] Dining by persons under the age of 16 years, accompanied by a person over the age of 21: AS 04.16.049(a)(3)
- [ ] Employment for persons 16 or 17 years of age: AS 04.16.049(c)

NOTE: Under AS 04.16.049(d), this permit is not required to employ a person 18 - 20 years of age.
Section 3 – Additional Information

Enter all hours that your establishment intends to be open. Include variances in weekend/weekday hours, and indicate am/pm:

Open 7 days a week from 7AM to 8PM

Are any forms of entertainment offered or available within the licensed business or on the proposed designated portions of the premises?

Yes ☐ No ☑

If “Yes”, describe the entertainment offered or available:

Food and beverage service offered or anticipated is:

☑ table service ☐ buffet service ☐ counter service ☐ other

If “other”, describe the manner of food and beverage service offered or anticipated:

Is an owner, manager, or assistant manager 21 years of age or older always present on the premises during business hours?

Yes ☑ No ☐

Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the third page of this form.

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

Yes ☑ No ☐
Section 4 – Detailed Floor Plan

Provide a detailed floor plan that meets the requirements listed in Form AB-02 and clearly indicates the proposed designated and undesignated areas of the licensed business for purposes of this permit application.

Please see attachments A and B
Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 5 – Certifications and Approvals

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

I have included with this form a detailed floor plan of the proposed designated and undesignated areas of the licensed business for purposes of this application. I understand that this diagram is different than my licensed premises diagram.

I have included with this form a menu, or an expected menu, listing the meals to be offered to patrons.

I certify that the license for which I am requesting designation is either a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license.

I declare under penalty of perjury that this form, including all attachments and accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Printed name of licensee

Notary Public in and for the State of

My commission expires: 10/27/2021

Subscribed and sworn to before me this 12 day of Jan, 2019

Local Government Review (to be completed by an appropriate local government official):

Approved

Disapproved

Signature of local government official

Date

Printed name of local government official

Title
Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

AMCO Enforcement Review:

Signature of AMCO Enforcement Supervisor

Printed name of AMCO Enforcement Supervisor

Enforcement Recommendations:

AMCO Director Review:

Signature of AMCO Director

Printed name of AMCO Director

Date

Limitations:

[Form AB-03] (rev 10/10/2016)
Attachment 1A

To the Mall

- Main floor with table seating
  Minor's allowed to dine

- Preparing Bar Space designated to get Alcohol Beverage ready to serve
  No minors can dine

- Playground
- Kitchen
- Walker Area
- Main Floor
- Restroom

1) Playground
2) Kitchen
3) Walker Area
4) Main Floor
5) Restroom

6) Booth Seating
7) Table Seating
8) Party seating
9) Dishwasher
10) 3 Comp. Sink
11) Refrigerator
12) Range/stove
13) Fryer
14) Hot tub
15) Kitchen Table
16) Cold Table
17) Store
18) Freezer
19) EE sink
20) Roaster
21) Decor. store
22) Bar Prep. Area
Soba LLC Basement is designated only for Alcoholic Beverage storage and only in designated areas as Cold Storage (2) and Dry Storage (3). No Minors can Dine in the Soba LLC Basement.

1. Walk-In Cooler
2. Lockable Storage (Cold) for Alcoholic Beverage
3. Lockable Storage (Dry) for Alcoholic Beverage
4. S helves
5. Lockable door to other basement (not Soba LLC)
APPETISERS
APERITIVE

- CHEESE PLATER
A variety of European cheeses served with grapes, walnuts and honey.

PLATOU CU CASCAVAL
O diversitate de cascaluri europene servite cu struguri, nuci si miere.

- SALAMIS PLATER
A variety of European salamis served with fresh vegetables.

PLATOU CU SALAMURI
O diversitate de salamuri care se serveste cu legume proaspete.

- MOLDOVA ASSORTMENT
Stuffed chicken roll, breaded fried chicken, oven roasted beef served with korean carrots.

MOLDOVA ASORTI
Rulada de gaina batuta de gaina si pastrama de vita la cuptor servita cu morcom coreean.

- LIMBA SOACREI
Eggplant with mayones and garlic served with rye bread and tomatoes.

LIMBA SOACREI
Vinata maioneza si usturoi, se serveste cu piine neagra si rosii.

- STUFFED MUSHROOMS
Champignon mushrooms stuffed with ground meat and cheese.

CIUPERCI IMPLUTE
Ciupercei champignon implute cu carne tocata si cascaval.
- MARINATED HERRING WITH POTATOES
   HERING MARINAT CU CARTOFI

- PLACINTA
   Moldovan traditional pastry filled with cheese & herbs.
   PLACINTA
   Placinta traditionala moldovenesca cu brinza si verdeata.

Soups
Supe

- ZAMA
   Traditional chicken soup with homemade noodles.
   Zama
   Supa de gaina traditionala moldovenesca cu taietei de casa.

- BORSCHT
   Red beets soup with pork meat and vegetables.
   BORS
   Bors rosu cu carne de pork, svecla rosie si legume.

SALADS
SALATE
• TURKEY SALAD
Romaine lettuce, roasted turkey, bell peppers, apple, tomatoes, egg, red onion, parsley.

SALATA DE CURCAN
Salata verde, carne de curcan, gogosari, mere, rosii, ou, ceapa rosie, patrunjel.

• TARANEASCA
Cucumbers, tomatoes, bell peppers, green onion, feta cheese, black olives, sunflower oil.

TARANEASCA
Castraveti, rosii, ardei gras, ceapa verde, brinza, ulei de floarea soarelui.

• OLIVIE
Potatoes, carrots, sweet peas, pickles, onion, german bologna, and eggs and mayoz dressing.

OLIVIE
Cartofi, morcov, mazare, castraveti murati, ceapa, salam fiert, oua si maioneza.

• VINEGRET
Diced cooked vegetables as potatoes, carrots, red beats, pickles, green peas, onions and sunflower oil.

VINEGRET
Legume fierte ca cartofi, morcovi, svecla rosie, castraveti murati, mazare verde, ceapa si ulei.

• MAIN ENTRÉE
BUCAȚELE DE BAZĂ
• MAMALIGA
Moldovan’s favorite dish made with yellow maize flower. We serve it with jumere, feta cheese, egg and sour cream.

MAMALIGA
Mincarea favorite a moldovenilor preparata din faina de porumb. O servim cu jumere, brinza, ou si smintina.

• COLTUNASI
Traditional European style pierogis field with your choice of mushes potatoes or sweet farmer cheese.

• Taietei
Homemade noodles served with cheese.

• Cutlets
Meat patties served with mush potatoes or French fries.

• Mititei
Moldovan traditional grill ground meet rolls with spices, served with French fries.

• Dumplings
Your choice of chicken or beef, served with sour cream.

• Pierogi
Your choice of potatoes or cheese, served with sour cream.

• Pilaf
Seasoned rice with meat and vegetables.
Property Information for PAN#: 32221

PROPERTY DESCRIPTION: Fairbanks Townsite, Block: 38, Lot: 5B
OWNER: River City Investments Llc [ownership]
SITUS ADDRESS: 535 Second Ave
ZONING: CBD (100%)
COMMUNITY PLANNING PERMITS: None

Legend
- Export_Output_433
- Building Outlines (2012)

Proximity and Zoning Map
Sobaa LLC
Liquor License - New - #5736
Restaurant/Eating Place

The Fairbanks North Star Borough does not warrant the accuracy of maps or data provided, nor their suitability for any particular application. There may be errors in the data.
MEMORANDUM

TO: Fairbanks North Star Borough Assembly
FROM: Jim Williams, Chief of Staff
SUBJECT: New Liquor License
DATE: February 28, 2019

Attached you will find copies of the application for a new liquor license for the following:

**BEVERAGE DISPENSARY/ DUPLICATE – LICENSE # 5734**

**DBA: The Bakery Restaurant**
**The Bakery Restaurant, Inc.**
**44 College Road, Suite A**
**Fairbanks, AK 99701**

Pursuant to FNSB 9.08 the Assembly must determine whether or not to protest the liquor license after holding a public hearing. The administration recommends no protest.

/km
cc: Concerned Licensee
LIQUOR LICENSE

Date Notice Received: 12/20/2018

60 DAY DUE DATE 2/18/19

Type of License: NEW

License Number: 5734

License/Applicant (LA): The Bakery Restaurant

DBA: The Bakery Restaurant

Physical Address: 44 College Road, Suite A

Mailing Address: 117 Chief Evam Drive, 99709

INTERNAL REVIEW SCHEDULE

PLANNING DEPARTMENT: Signature: Date: 2/5/19

- Land Use Compliance: Zone: GUL. Restaurants are listed permitted uses in the GUL
  Zoning district pursuant to FMBDC 16.84.020.A. An optional zoning permit was issued in 2018 for the restaurant to use part of an existing building. The permit was #2P 18148.

ASSESSING DEPARTMENT: Signature: Date: 2/5/19

- Parcel Key Number: 469061 -08

- Property Description: Tract A2A Bentley Trust Property

- Property Owner (PO) Name: ESNY Leasing LLC

TREASURY/ BUDGET: Signature: Date: 2/5/19

- Property Taxes: 

- (LA) (PO) Alcoholic Beverage Sales Taxes: NA - City Limits

(If either party owes, give amount and attach printout)
December 20, 2018

City of Fairbanks
Attn: D. Danyielle Snider, City Clerk
VIA Email: ddsnider@ci.fairbanks.ak.us
Cc: kmajor@fnsb.us

<table>
<thead>
<tr>
<th>License Type:</th>
<th>Beverage Dispensary – Duplicate</th>
<th>License Number: 5734</th>
</tr>
</thead>
<tbody>
<tr>
<td>Licensee:</td>
<td>The Bakery Restaurant Inc.</td>
<td></td>
</tr>
<tr>
<td>Doing Business As:</td>
<td>The Bakery Restaurant</td>
<td></td>
</tr>
</tbody>
</table>

☒ New Application ☐ Transfer of Ownership Application
☐ Transfer of Location Application ☐ Transfer of Controlling Interest Application

We have received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director and the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service upon the applicant.

AS 04.11.491 – AS 04.11.509 provide that the board will deny a license application if the board finds that the license is prohibited under as a result of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application on the grounds that the applicant’s proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the alcohol establishment, unless the local government has approved a variance from the local ordinance.

Sincerely,

Erika McConnell, Director
amco.localgovernmentonly@alaska.gov
Alaska Alcoholic Beverage Control Board

Form AB-00: New License Application

What is this form?

This new license application form is required for all individuals or entities seeking to apply for a new liquor license. Applicants should review Title 04 of Alaska Statutes and Chapter 304 of the Alaska Administrative Code. All fields of this form must be completed, per AS 04.11.260 and 3 AAC 304.105.

This form must be completed and submitted to AMCO's main office, along with all other required forms and documents, before any license application will be considered complete.

### Section 1 – Establishment and Contact Information

Enter information for the business seeking to be licensed.

<table>
<thead>
<tr>
<th>Licensee:</th>
<th>The Bakery Restaurant, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>License Type:</td>
<td>Beverage Dispensary - Duplicate</td>
</tr>
<tr>
<td>Statutory Reference:</td>
<td>04.11.090</td>
</tr>
<tr>
<td>Doing Business As:</td>
<td>The Bakery Restaurant</td>
</tr>
<tr>
<td>Premises Address:</td>
<td>44 College Road, Suite A</td>
</tr>
<tr>
<td>City:</td>
<td>Fairbanks</td>
</tr>
<tr>
<td>State:</td>
<td>AK</td>
</tr>
<tr>
<td>ZIP:</td>
<td>99701</td>
</tr>
<tr>
<td>Local Governing Body:</td>
<td>City Fairbanks (Fairbanks North Star Borough)</td>
</tr>
<tr>
<td>Community Council:</td>
<td>NONE</td>
</tr>
</tbody>
</table>

| Mailing Address:        | 117 Chief Evan Drive        |
| City:                   | Fairbanks                   |
| State:                  | AK                          |
| ZIP:                    | 99709                       |

| Designated Licensee:    | No Yol Yim                  |
| Contact Phone:          | (907) 590-0521              |
| Business Phone:         | (907) 590-0521              |
| Contact Email:          | N/A                         |

Seasonal License? [ ] [ ] Yes [ ] No [ ] If “Yes”, write your six-month operating period: _______________________

### OFFICE USE ONLY

<table>
<thead>
<tr>
<th>Complete Date:</th>
<th>License Years:</th>
<th>License #:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>5734</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Board Meeting Date:</th>
<th>Transaction #:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>956290, 956297</td>
</tr>
</tbody>
</table>

Issue Date: _______________________

[Form AB-00] (rev 10/10/2016)
Section 2 – Premises Information

Premises to be licensed is:

- [ ] an existing facility
- [ ] a new building
- [ ] a proposed building

The next two questions must be completed by beverage dispensary (including tourism) and package store applicants only:

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the outer boundaries of the nearest school grounds? Include the unit of measurement in your answer.

1 Mile

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the public entrance of the nearest church building? Include the unit of measurement in your answer.

1.2 Miles

Section 3 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 4. If more space is needed, please attach a separate sheet with the required information.

The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: [ ] applicant [ ] affiliate

Name: ____________________________  
Address: ____________________________  
City: ____________________________  State: ____________________________  ZIP: ____________________________

This individual is an: [ ] applicant [ ] affiliate

Name: ____________________________  
Address: ____________________________  
City: ____________________________  State: ____________________________  ZIP: ____________________________
Section 4 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 5.

If more space is needed, please attach a separate sheet with the required information.

- If the applicant is a corporation, the following information must be completed for each stockholder who owns 10% or more of the stock in the corporation, and for each president, vice-president, secretary, and managing officer.
- If the applicant is a limited liability organization, the following information must be completed for each member with an ownership interest of 10% or more, and for each manager.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each partner with an interest of 10% or more, and for each general partner.

<table>
<thead>
<tr>
<th>Entity Official:</th>
<th>No Yol Yim</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title(s):</td>
<td>Director, Pres., S.H, Treas.</td>
</tr>
<tr>
<td>Address:</td>
<td>117 Chief Evan Drive</td>
</tr>
<tr>
<td>City:</td>
<td>Fairbanks</td>
</tr>
<tr>
<td>State:</td>
<td>AK</td>
</tr>
<tr>
<td>ZIP:</td>
<td>99709</td>
</tr>
<tr>
<td>Phone:</td>
<td>(907) 590-0521</td>
</tr>
<tr>
<td>% Owned:</td>
<td>100</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Entity Official:</th>
<th>Eun Sook Lee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title(s):</td>
<td>Secretary</td>
</tr>
<tr>
<td>Address:</td>
<td>117 Chief Evan Drive</td>
</tr>
<tr>
<td>City:</td>
<td>Fairbanks</td>
</tr>
<tr>
<td>State:</td>
<td>AK</td>
</tr>
<tr>
<td>ZIP:</td>
<td>99709</td>
</tr>
<tr>
<td>Phone:</td>
<td>(907) 347-7885</td>
</tr>
<tr>
<td>% Owned:</td>
<td>0</td>
</tr>
</tbody>
</table>

| Entity Official: | |
|------------------| |
| Title(s):        | |
| Address:         | |
| City:            | |
| State:           | |
| ZIP:             | |
| Phone:           | |
| % Owned:         | |

| Entity Official: | |
|------------------| |
| Title(s):        | |
| Address:         | |
| City:            | |
| State:           | |
| ZIP:             | |
| Phone:           | |
| % Owned:         | |
This subsection must be completed by any applicant that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC) and have a registered agent who is an individual resident of the state of Alaska.

| DOC Entity #: | 47902D | AK Formed Date: | 6/14/1991 | Home State: | AK |
| Registered Agent: | No Yol Yim | Agent’s Phone: | (907) 590-0521 |
| Agent’s Mailing Address: | 117 Chief Evan Drive |
| City: | Fairbanks | State: | AK | ZIP: | 99709 |

Residency of Agent: [ ] Yes [ ] No

Is your corporation or LLC’s registered agent an individual resident of the state of Alaska? [ ] Yes [ ] No

Section 5 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses: [ ] Yes [ ] No

Does any representative or owner named in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska? [ ] Yes [ ] No

If “Yes”, disclose which individual(s) has the financial interest, what the type of business is, and if licensed in Alaska, which license number(s) and license type(s):

The Bakery Restaurant, Inc. is currently transferring BDL #426 to their name and the same location as this application which has already been filed with the Board staff for processing.

Section 6 – Authorization

Communication with AMCO staff: [ ] Yes [ ] No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff? [ ] Yes [ ] No

If “Yes”, disclose the name of the individual and the reason for this authorization:

The Law Offices of Ernouf & Coffey, P.C. is assisting with this application.
Section 7 - Certifications

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

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

I certify that all proposed licensees have been listed with the Division of Corporations.

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

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465.

I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

As an applicant for a liquor license, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee
No Yol Yim
Printed name of licensee

Signature of Notary Public
LORETTA PICARD
My commission expires: July 27, 2022
Subscribed in and for the State of Alaska

Page 5 of 5

[Form AB-00] (rev 10/10/2016)
Alaska Alcoholic Beverage Control Board

Form AB-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all liquor license applications, per AS 04.11.260 and 3 AAC 304.185. Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, consumption, and manufacturing. 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.

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.

---

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.

<table>
<thead>
<tr>
<th>Licensee:</th>
<th>The Bakery Restaurant, Inc.</th>
<th>License Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>License Type:</td>
<td>Beverage Dispensary-Duplicate</td>
<td></td>
</tr>
<tr>
<td>Doing Business As:</td>
<td>The Bakery Restaurant</td>
<td></td>
</tr>
<tr>
<td>Premises Address:</td>
<td>44 College Road, Suite A</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>Fairbanks</td>
<td></td>
</tr>
<tr>
<td>State:</td>
<td>AK</td>
<td>ZIP:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>99701</td>
</tr>
</tbody>
</table>

[Form AB-02] (rev 06/24/2016)
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 and exits, walls, bars, and fixtures, and outline in red the perimeter of the areas designated for alcohol storage, service, consumption, and manufacturing. Include dimensions, cross-streets, and points of reference in your drawing. You may attach blueprints or other detailed drawings that meet the requirements of this form.
Second Floor Restaurant Diagram
(Alcohol service and storage areas highlighted in red.)
Form AB-03: Restaurant Designation Permit Application

What is this form?

A restaurant designation permit application is required for a licensee desiring designation under 3 AAC 304.715 – 3 AAC 304.795 as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049. Designation will be granted only to a holder of a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license, and only if the requirements of 3 AAC 304.305, 3 AAC 304.725, and 3 AAC 304.745, as applicable, are met. A detailed floor plan of the proposed designated and undesignated areas of the licensed business and a menu or expected menu listing the meals to be offered to patrons must accompany this form. Applicants should review AS 04.16.049 – AS 04.16.052 and 3 AAC 304.715 – 3 AAC 304.795. All fields of this form must be completed. The required $50 permit fee may be made by credit card, check, or money order.

Section 1 – Establishment Information

Enter information for licensed establishment.

<table>
<thead>
<tr>
<th>Licensee</th>
<th>The Bakery Restaurant, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>License Type</td>
<td>Beverage Dispensary Duplicate</td>
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<tr>
<td>Doing Business As:</td>
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</tr>
<tr>
<td>Premises Address</td>
<td>44 College Road, Suite A</td>
</tr>
<tr>
<td>City</td>
<td>Fairbanks</td>
</tr>
<tr>
<td>State</td>
<td>AK</td>
</tr>
<tr>
<td>ZIP</td>
<td>99701</td>
</tr>
<tr>
<td>Contact Name</td>
<td>No Yol Yim</td>
</tr>
<tr>
<td>Contact Phone</td>
<td>907-590-0521</td>
</tr>
</tbody>
</table>

Section 2 – Type of Designation Requested

This application is for the request of designation as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049, and for the request of the following designation(s) (check all that apply):

- ✔ Dining after standard closing hours: AS 04.16.010(c)
- ✔ Dining by persons 16 – 20 years of age: AS 04.16.049(a)(2)
- ✔ Dining by persons under the age of 16 years, accompanied by a person over the age of 21: AS 04.16.049(a)(3)
- ✔ Employment for persons 16 or 17 years of age: AS 04.16.049(c)

NOTE: Under AS 04.16.049(d), this permit is not required to employ a person 18 - 20 years of age.

OFFICE USE ONLY

| Issue Date: | Transaction #: | BRE: | 9J6297 |

[Form AB-03] (rev 10/10/2016)
Section 3 – Additional Information

Enter all hours that your establishment intends to be open. Include variances in weekend/weekday hours, and indicate am/pm:

Monday through Saturday 6am-8pm
Sunday 7am - 4pm

Are any forms of entertainment offered or available within the licensed business or on the proposed designated portions of the premises?

Yes ☑ No ☐

If “Yes”, describe the entertainment offered or available:

There are TV’s in the restaurant, and may have occasional sports events.

Food and beverage service offered or anticipated is:

☑ table service ☐ buffet service ☐ counter service ☐ other

If “other”, describe the manner of food and beverage service offered or anticipated:

Is an owner, manager, or assistant manager 21 years of age or older always present on the premises during business hours?

Yes ☑ No ☐

Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the third page of this form.

Yes ☑ No ☐

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

☑ Yes ☐ No
Section 4 – Detailed Floor Plan

Provide a detailed floor plan that meets the requirements listed in Form AB-02 and clearly indicates the proposed designated and undesignated areas of the licensed business for purposes of this permit application.
44 College Rd., Fairbanks, AK 99701

(The Bakery Restaurant highlighted in blue.)
The Bakery Restaurant, Inc.  
Outside Security Plan

The Bakery Restaurant, Inc. is located at 44 College Road, Suite A, in Fairbanks. The premises is located on the second floor in the building. The outside deck portion of the premises is 15'6" above grade and includes a 42" barrier around the outside, containing the area of alcohol consumption and protecting the safety of patrons. There will be a manager on site at all times, and when the outdoor serving area is open (weather and staffing dependent), there will be waiting staff walking between the indoor seating area, and outdoor seating area to monitor alcohol consumption. When the indoor seating area is open and the outdoor seating area is closed, doors to the outdoor seating area will be closed and used only for emergency egress. Waiting staff in the indoor seating area will monitor to ensure patrons do not attempt to use the outside seating area when it is closed.
Section 5 – Certifications and Approvals

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

I have included with this form a detailed floor plan of the proposed designated and undesignated areas of the licensed business for purposes of this application. I understand that this diagram is different than my licensed premises diagram.

I have included with this form a menu, or an expected menu, listing the meals to be offered to patrons.

I certify that the license for which I am requesting designation is either a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license.

I declare under penalty of perjury that this form, including all attachments and accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

No Yol Yim
Printed name of licensee

Signature of Notary Public

Loretta Picaro
Notary Public in and for the State of Alaska

My commission expires: July 07, 2022

Subscribed and sworn to before me this 26th day of October, 2018.

Local Government Review (to be completed by an appropriate local government official):

Approved Disapproved

Signature of local government official

Date

Printed name of local government official

Title
Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

AMCO Enforcement Review:

Signature of AMCO Enforcement Supervisor

Printed name of AMCO Enforcement Supervisor

Enforcement Recommendations:

AMCO Director Review:

Signature of AMCO Director

Printed name of AMCO Director

Date

Limitations:

[Form AB-03] (rev 10/10/2016)
THE
BAKERY
RESTAURANT

Home Style Cooking

Breakfast,
Lunch and Dinner
Served All Day!

Smoke free facility

Open 7 day
Mon. – Sat. 6:00am - 3:00pm
Sun. 7:00am - 4:00pm

To go orders – 50 cent charge added

907-456-8600
69 College Rd.

*Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase risk of food borne illness.*
2 EGGS - Choice of ham, bacon, sausage patty or link, hash browns & toast $11.99

NO MEAT - 2 eggs, hash browns & toast $9.99

NO POTATOES - 2 eggs, choice of ham, bacon, sausage patty or link, hash browns & toast $9.99

NEW YORK STEAK & EGGS - 8 oz. steak, 2 eggs, hash browns $19.99

T-BONE STEAK - 2 eggs, hash browns & toast $26.99

BURGER STEAK & EGG - 10 oz. Angus beef specially seasoned burger steak with 2 eggs, hash browns & toast $16.99

PORK CHOPS & EGGS - Two seasoned pork chops with 2 eggs, hash browns & toast $18.99

VEGI PATTY - 2 eggs, hash browns & toast $13.99

BREAKFAST SAMPLER - Thick, Mimosas, 1/2am, 2eggs, hash browns & toast $14.90

COUNTRY FRIED STEAKS & EGGS - 2 eggs, sausage gravy, hash browns & toast $14.25

REINDEER, HOT LINKS, SAUSAGE or CORNFLY BEEF HASH - 2 eggs, hash browns & toast $12.99

LOCO MOCO - 1/2 lb. Angus beef pattie over rice & brown gravy with 2 eggs & toast $14.75

JJ JERK - 3eggs, Bacon, garlic, spinach, tomato, cheese, hash browns & toast $13.99

GARDEN SCRAMBLE - 3 eggs, onion, mushrooms, green peppers, broccoli, zucchini, sliced garlic topped with tomato & cheddar cheese. Hash browns & toast $15.75

COUNTRY SCRAMBLE - 3 eggs, diced ham, onions, green peppers, mushrooms, topped with diced tomato & cheddar cheese. Hash browns & toast $14.99

DANCED HAM & EGGS - 3eggs, ham braised & toast $12.99

BREAKFAST BURRITOS

SANTA FE - eggs, cheese, spc chilis, tomato, onion & avocado $13.99

MEAT LOVER - eggs, ham, bacon, link, green & cheese & avocado $14.99

ARC - egg, avocado, bacon & cheese $12.99

SKILLET STARTER

YUKON - Home fries, bacon, onion, mushrooms, green peppers, mushrooms, cheese & 2 eggs $16.50

SOURDOUGH - Choice of ham, bacon or sausage with home fries, onions, mushrooms & 2 eggs $14.50

ALASKAN - Home fries, diced reindeer sausage, onions, mushrooms, cheese & 2 eggs $15.50

CFP - Home fries, diced country fried steak, onion, green peppers, mushrooms, cheese, sausage gravy & 2 eggs $16.50

BON JOUR - Diced ham, chicken strip, home fries, onion, green peppers, topped with Swiss cheese, cheddar, onions & 2 eggs $16.50

PICANTE - Home fries, cheddar with chips, onion, green peppers, mushrooms, jalapenos, cheese, 2eggs & slice of avocado $16.90

MEAT LOVERS - Home fries, diced prime rib, ham, bacon, link, cheese & 2 eggs $16.99

HOUSE - Home fries, ham, onions, green peppers, mushrooms, sour cream, 2 pieces bacon, cheese & eggs $16.99

SANTEE FE CHICKEN - Home fries, grilled chicken, tomato, black olives, spinach, cheddar, salsa & 2eggs $16.99

VEGGIE DELUXE - Home fries, onions, green peppers, mushrooms, tomatoes, spinach, olives, cheddar & 2eggs $15.99

OMELETTES

Scrambled in egg white $3.99
On the side $1.99

SUPREME CHILI S - Homemade chili, onion, jalapeno, avocado & cheddar cheese $15.99

CHORIZO - Homemade chorizo, onion, diced tomatoes, avocado & cheddar cheese $15.99

HAM, BACON, or LINKS & CHEESE $11.99

DENVER - Ham, onion, green peppers & cheddar $13.25

VEGETARIAN - Onions, mushrooms, green peppers, tomatoes & cheddar $13.25

BAKERY - Diced ham, bacon, onion, green peppers, mushrooms, cheddar & topped with ranch sauce $14.75

VOLCANO - Grilled chicken, onion, green peppers, jalapeno, cheddar cheese & dash of homemade buffalo sauce $15.99

SOUTHERN - Ham, link, onion, green peppers, mushrooms, cheddar cheese topped with country gravy $16.50

KITCHEN SINK - Ham, links, bacon, hash links, onion, green peppers, mushrooms, tomatoes, olives & cheddar cheese $17.90

CALIFORNIA - Egg whites, turkey, avocado, tomato, spinach, broccoli & mozzarella cheese $15.90

AVOCADO BACON - Avocado, bacon, mushrooms & cheddar cheese $15.90

ALASKA - Reindeer, onion, mushroom & cheddar $15.90

FARMER'S - Ham, links, bacon & cheddar $15.90

ULTIMATE - Bacon, links, onion, green peppers, mushrooms, tomatoes & cheddar $16.99

MEAT LOVERS - Diced prime rib, ham, bacon, links & cheddar $16.99
### BENNY'S CORNER

**EGGS BENEDICT** *  
- Served with hash brown  
$13.59

**EGGS FLORENTINE** - Tomato, fresh spinach, poached eggs on English muffin. Topped with hollandaise sauce *  
- $13.50

**CALIFORNIA BENEDICT** - Bacon, fresh spinach, avocado, poached egg topped with hollandaise sauce *  
- $15.99

**CRAB CAKES BENEDICT** - Poached eggs, crab cakes topped with hollandaise sauce *  
- $16.99

**LOS BENNY** - Spicy chorizo, sweet fire roasted red pepper & cheddar cheese, poached eggs, topped with hollandaise sauce *  
- $16.99

**COUNTRY BENEDICT** - Poached eggs, sausage patties on grilled homemade biscuits topped with sausage gravy *  
- $15.99

**IRISH BENEDICT** - Poached eggs, grilled corned beef, hash on English muffin topped with hollandaise sauce *  
- $19.99

### FRENCH TOAST

**FRENCH TOAST COMBO** - One slice of French toast, one pancake, 2 eggs & 2 strips of bacon or two links *  
- $11.99

**VERY BERRY FRENCH TOAST** - Six triangles of French toast dipped with blueberries, strawberries, sliced banana, whipped cream & two strips of bacon *  
- $12.99

**FRENCH TOAST** - Six triangles  
- $8.99

**BANANA BREAD FRENCH TOAST** - Banana bread topped with sliced banana & whip cream  
- $14.25

### WAFFLES

**PLAIN WAFFLE**  
- $8.99

**FRUIT WAFFLE** - With banana, strawberries, or blueberry & whip cream  
- $11.75

**VERY BERRY WAFFLE** - Topped with blueberries, strawberries, sliced banana, whip cream & two strips of bacon  
- $13.99

**WAFFLE COMBO** - With choice of ham, bacon, or link with 2 eggs *  
- $13.99  
- with strawberry/sliced banana, or blueberry & whip cream *  
- $15.99

**CHICKEN & WAFFLES**  
- $15.99

### GLUTEN FREE SELECTIONS

**GLUTEN FREE SELECTIONS**  
- No toast or pancake

**MEAT & VEGGIE SCRAMBLE** - 3 eggs, ground Angus beef, bacon, onions, mushrooms, sliced garlic, jalapenos, over easy  
- $18.99

**CHICKEN BREAST & EGG WHITES** - 4 egg whites, chicken breast seasoned with your choice of fresh fruit, tomato slices or cottage cheese  
- $15.99

**LIGHT & HEALTHY** - 1/4 lb. angus beef, patty, cottage cheese, tomatoes & pepper  
- $12.99

**COTTAGE CHEESE & FRUIT**  
- $9.99

*GLUTEN FRIENDLY BREAKFAST* - While we do our best to avoid cross contamination of gluten-free items with gluten-containing items in our kitchen and bakery, we cannot guarantee that our products are 100% gluten free. We are happy to accommodate special dietary needs whenever possible. Please let us know before you place your order.

### BISCUITS

**HOMEMADE BISCUITS & GRAVY** - 2 biscuits with our own delicious country gravy  
- $9.99  
- 1/2 order  
- $6.99

**HOMEMADE BISCUIT & HASH BROWNS**  
- Topped with gravy  
- $10.75

**HOMEMADE BISCUIT & HASH BROWN COMBO** - 2 eggs, 2 pieces bacon or two links topped with gravy  
- $14.25

### FRESH HOMEMADE PANCAKES

**Choice of Buttermilk or Sourdough**

**PANCAKE COMBO** - 2 big pancakes, 2 eggs & hash browns *  
- $12.45

**CINNAMON COMBO** - Grilled sweet roll, 2 eggs, 2 strips bacon *  
- $13.25

**DOUBLE BLUEBERRY PANCAKES** - 2 Blueberry pancakes with blueberry whipped cream, 2 strips bacon or 2 sausage links  
- $13.75

**BANANA PANCAKES** - 2 pancakes topped with sliced bananas & whipped cream  
- $11.50

**BIG PANCAKES**

- 1 big Pancake  
- $4.99

- 2 big Pancakes  
- $8.99

- 1 big Blueberry Pancake  
- $6.99

- 2 big Blueberry Pancakes  
- $11.99

- 1 Chocolate chip Pancake  
- $7.99

- 2 Chocolate chip Pancake  
- $12.99

### HOMEMADE SOUP & SALAD

**CAESAR SALAD** - Crisp romaine, croutons & parmesan cheese, tossed with cesar dressing  
- $11.99

Add grilled chicken  
- $4.50

**FRESH GARDEN SALAD** - With tomato, olives, sunflower & sunflower small  
- $6.99  
- Large  
- $8.99

**CHEF'S SALAD** - Ham,mesquite smoked turkey, roast beef, swiss, american, muenster, tomatoes, croutons & eggs  
- $13.99

**POPCORN CHICKEN** - Chicken, tomatoes, olives, cheddar cheese on a bed of fresh green salad  
- $13.99

**TACO SALAD** - Crunch tortilla bowl with lettuce, seasoned ground beef, cheese, avocado, tomato salsa  
- $15.99

**COBRA SALAD** - Tender grilled chicken breast, bacon, mushrooms, tomatoes, croutons, cheddar cheese & sliced egg  
- $14.99

**SOUP & SALAD** - Fresh tossed salad with a delicious bowl of soup  
- $16.99

**HOMEMADE SOUP OF THE DAY**  
- (Bowl)  
- $9.99

**HOMEMADE CHILI** - With cheese & onions (Bowl)  
- $7.99

- Choice of dressing - Ranch, Sour Cream, Creamy Italian, French, Italian, & Honey Mustard.
DELI STYLE SANDWICHES

White tangy or one of Bakery's fresh breads. Served with side soup, salad, French fries, potato salad or coleslaw. Substitute onion rings for $2.00.

PRIME RIB – 6 oz. Thinly sliced delicious prime rib on your choice of hoagie bread. With au jus ——— 16.99

GYRO—Lamb, meat, tomato, onion & our special sauce——13.25

CLUB SANDWICH—Bacon, ham, mesquite smoked turkey, American cheese, lettuce, tomato & mayo ——— 13.75

PHILLY CHEESE STEAK—Beef, chicken, or reindeer sausage, sautéed with green peppers, onion, mushrooms & Swiss cheese, mozzarella. With au jus ——— 13.75
Works add bacon & jalapeno ——— 15.75

FRENCH OR TURKEY IMP.—Thickly sliced premium roast beef or turkey served with au jus ——— 12.99

ROAST BEEF—American cheese topped with tomato, lettuce & mayo ——— 11.50

MONTE CRISTO—Battered dipped toast, with mozzarella, smoked turkey, ham, Swiss cheese & gruyère ——— 13.99

HALIBUT—With lettuce, tomato & tartar sauce ——— 14.99

FISH & CHIPS—3pc wild alaskan cod, surrounded by a crispy batter made with alaskan amber serve with soup or salad & fries ——— 15.25

ROEBEN—Corned beef, sauerkraut & Swiss cheese, with dill pickles ——— 12.99

AVOCADO CHEESE VEGGIE—Avocado, Swiss, American cheese, mozzarella, mushrooms, cucumbers, lettuce, tomato & mayo ——— 10.99

TUNA SALAD—Generous portion of tuna salad with lettuce, tomato & mayo ——— 11.50

B.L.A.S.T.—Bacon, avocado, sweet cheese, lettuce, tomato & mayo ——— 11.99

SPICY CHICKEN SALAD—Grilled chicken, grilled onions, jalapeno, Swiss cheese, lettuce, tomato & chipotle mayo ——— 14.50

CHICKEN RANCH—Ranch chicken strips, American cheese, bacon, avocado & ranch dressing ——— 13.99

TERIYAKI CHICKEN—Grilled chicken breast, teriyaki, grilled pineapple, Swiss, lettuce, tomato & mayo ——— 14.50

AVOCADO CHICKEN—Grilled chicken, grilled onion, Swiss cheese, avocado, lettuce, tomato & mayo ——— 14.50

OPEN ROAST BEEF or TURKEY—Open faced, smothered with brown gravy served with soup or salad & mashed potatoes ——— 14.99

WRAPS

CHICKEN—Chicken, bacon, cheddar, tomato, lettuce & ranch dressing ——— 12.99

BUFFALO CHICKEN—Chicken breast, Cheddar, tomato, lettuce & buffalo ranch dressing ——— 12.99

CALIFORNIA—Turkey, bacon, cheddar cheese, avocado, lettuce, tomato & ranch dressing ——— 13.99

MELT SANDWICH

Served with side soup, salad, French fries, potato salad or coleslaw. Substitute onion rings for $2.00.

CHICKEN MELT—Grilled chicken breast, bacon, Swiss cheese & tomatoes on sourdough ——— 14.99

DELI MELT—Corned beef, turkey, Swiss cheese, American cheese, tomato on grilled sourdough & 1000 island dressing on the side ——— 11.99

TURKEY MELT—Turkey, avocado, bacon, Swiss cheese & tomatoes on sourdough ——— 13.99

TUNA MELT—Generous portion of tuna salad with Swiss cheese ——— 12.99

PATTY MELT—1/2 lb. Angus beef patty, grilled onions, Swiss cheese on rye ——— 13.99

GRILLED CHEESE ——— 10.99

BAKERY ANGUS BURGERS

Our 1/2 pound burgers are never frozen, groused fresh & hand pressed daily!!!

VEGGIE BURGER—Vegetable patty, Swiss cheese, onions, avocado, tomato & bakery sauce ——— 14.50

HAMBURGER—With lettuce, tomato & bakery sauce ——— 11.50
Add cheese 1.00 Add bacon 2.00

CHILI BURGER—With cheese & onions ——— 14.90

STUFFED BURGER—Stuffed with mushrooms, mozzarella topped with jalapeno, lettuce, tomato, American cheese & bakery sauce ——— 14.90

BRUNCH BURGER—Topped with bacon, hash brown, American cheese, fried egg & bakery sauce ——— 16.99

AVOCADO BURGER—Topped with mushrooms, bacon, Swiss cheese, avocado, lettuce, tomato & bakery sauce ——— 14.99

BBQ BURGER—BBQ sauce, bacon, onion rings, American cheese, lettuce, tomato & bakery sauce ——— 14.99

HAMBURGER—Swiss & American cheese, 2 slices bacon, onion rings, lettuce, tomato & bakery sauce ——— 14.99

ALARM—Jalapeno, Swiss cheese, avocado, lettuce, tomato & chipotle mayo ——— 14.99

HOUSE BURGER—Seasoned meat patty, with Swiss cheese, mushrooms, ham, lettuce, tomato & bakery sauce ——— 14.50

MUSHROOM BURGER—Smothered in mushrooms, with Swiss cheese, lettuce, tomato & bakery sauce ——— 14.50

TERIYAKI BURGER—Glazed in teriyaki & topped with ham, grilled pineapple, Swiss, lettuce, tomato & bakery sauce ——— 14.50

RECEIVED
NOV 13 2018
ALCOHOL MARJURANA CONTROL OFFICE
STATE OF ALASKA
# ENTREES

Served with vegetables, soup or salad, choice of French fries, mashed potatoes or steamed rice, & garlic bread

<table>
<thead>
<tr>
<th>BEEF, PORK, or CHICKEN</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>T- BONE STEAK - A man sized meal with all the fixings *</td>
<td>27.99</td>
</tr>
<tr>
<td>NEW YORK STRIP STEAK 12 oz - With sautéed mushrooms *</td>
<td>34.99</td>
</tr>
<tr>
<td>PETITE NEW YORK STRIP STEAK 8 oz - With sautéed mushrooms *</td>
<td>19.99</td>
</tr>
<tr>
<td>RIBEYE STEAK 12 oz - With sautéed mushrooms *</td>
<td>25.99</td>
</tr>
<tr>
<td>HAMBURGER STEAK - 10 oz. Angus beef topped with sautéed mushrooms, onions, &amp; creamy brown gravy *</td>
<td>17.99</td>
</tr>
<tr>
<td>COUNTRY FRIED STEAK - 10 1/2 oz. Topped with creamy brown gravy or sausage gravy</td>
<td>18.99</td>
</tr>
<tr>
<td>FRIED CHICKEN - 4 pieces with all the fixings</td>
<td>18.99</td>
</tr>
<tr>
<td>CHICKEN STRIPS - 4 pieces with all the fixings</td>
<td>17.99</td>
</tr>
<tr>
<td>PORK CHOPS 2 pc</td>
<td>18.99</td>
</tr>
<tr>
<td>LIVER &amp; GRILLED ONIONS</td>
<td>17.99</td>
</tr>
</tbody>
</table>

# SEAFOOD

| HALIBUT - Grilled halibut fillet, with sautéed mushrooms | MARKET PRICE |
| HALIBUT - Beer battered and deep fried to a golden brown - 3 pieces or 5 pieces | MARKET PRICE |
| SHRIMP BASKET - Lots of shrimp, breaded, deep fried to a golden brown | 17.99 |
| PRAWNS - 6 prawns | 18.99 |
| 10 PRAWNS | 33.99 |
| OYSTERS 10 pc | 19.99 |
| CLAM STRIPS - 8 oz | 18.99 |
| SEAFOOD COMBO - Halibut, oysters, prawns, clam strips | 26.99 |

# HOUSE SPECIALTIES

| PRIME RIB 12 oz - In your mouth meat! | 26.99 |
| STEAK & FISH - 8 oz. New York Strip Steak with prawns | 23.99 |
| MEAT LOAF 8 oz - Homemade meat loaf topped with creamy brown gravy | 17.99 |

# PASTA

Served after 2pm
Served with soup or salad & garlic bread

<table>
<thead>
<tr>
<th>PASTA</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>CAJUN CREAMY CHICKEN LINGUINE - Chicken breast seasoned with Cajun spices, tossed with our cajun cream sauce &amp; parmesan cheese</td>
<td>18.99</td>
</tr>
<tr>
<td>CREAMY PESTO LINGUINE - Creamy pesto with garlic, parsley, shrimp, halibut &amp; spices</td>
<td>19.99</td>
</tr>
<tr>
<td>SEAFOOD PASTA LINGUINE - Cream sauce, sautéed in extra virgin olive oil, garlic, parsley, shrimp, halibut &amp; Spices</td>
<td>19.99</td>
</tr>
<tr>
<td>GRILLED CHIX LINGUINE - White sauce with mushroom, garlic, topped with grilled Chicken</td>
<td>17.99</td>
</tr>
<tr>
<td>SPAGHETTI - Spaghetti in our homemade meat sauce</td>
<td>15.99</td>
</tr>
</tbody>
</table>
### APPETIZERS
- Halibut Chunks: 6 pieces - $12.99
- Mozzarella Sticks: 6 pieces - $8.75
- Jalapeno Poppers: 6 pieces - $8.75
- Onion Rings: $8.75
- Snack Combo: 3 mozzarella sticks, 4 onion rings, 2 chicken strips and 3 jalapeno poppers - $11.99
- Chili French Fries: French fries topped with homemade chili, cheese, jalapeno, & onions - $11.99
- French Fries: $5.75
- Mashed Potatoes & Gravy: $5.75
- Prawns: 6 pieces - $11.99
- Oysters: 10 pieces - $12.99
- Clam Strips (incl): $11.99

### DESSERTS
All pies are homemade! - Banana Cream - Chocolate Cream - Cheese Cream - Lemon Meringue
- Pie: $5.75
- Cake: 1 scoop - $2.99
- Sunday: $5.99
- Deep Fried Ice Cream: $5.99
- Banana Split: $8.50
- Milk Shake: 16 oz. Strawberry, chocolate, vanilla or root - $6.25
- Root Beer Float: $5.99
- Smoothie: 16 oz. Strawberry, orange, wild berry, peach - $5.25
- Banana, Strawberry or Blueberry: added to any of the above - $2.99

### BEVERAGES
- Coffee: with meal - $2.50
  - with cut meal (3 refills) - $3.00
- Hot Tea: per bag - $2.75
- Iced Tea: - $9.75
- Thai Ice Tea: No refills - [16 oz] $4.25
- Hot Chocolate: No refills - $2.75
- Chocolate Milk: No refills - [large 16 oz.] $4.25
  - [small 12 oz.] - $3.25
- Milk: No refills - [small 12 oz.] - $3.25
  - [large 16 oz.] - $3.99
- Juice: No refills - Orange, Apple, Grapefruit, Cranberry, or V8 - [large 16 oz.] $4.25
  - [small 12 oz.] - $3.25
- Fountain Soda: Coke, diet coke, root beer, or orange - $2.75

### SENIORS & CHILDREN
- Mini Combo: 1 egg, 2 small pancakes, sausage link or bacon - $8.25
- Mini Breakfast: 1 egg, hash brown, toast, sausage link or bacon - $8.99

### Served with fries only
- Mini Corn Dog: mini corndog - $6.99
- Grilled Cheese: - $6.99
- Chicken Nuggets: nuggets - $6.99
- Chicken Strips: 20 oz - $8.99

### JUST A LITTLE
- Old Fashioned Grills (Bowl): $5.99
- Oatmeal (Bowl): $6.99 with raisins add .75
- Toast or English Muffin: - $2.99
- Homemade Biscuit: - $3.95
- Homemade Cinnamon Roll: - $5.99
- Ham, Bacon, Sausage Link or Sausage Patty: - $4.99
- Reindeer, Hot Link Sausage or Corned Beef Hash: - $7.99
- 1 Egg: $2.25
  - 2 Eggs: $3.75
- Egg Whites: - $4.99
- Hashbrowns: - $4.99
- Home Fries: - $5.99
- Applesauce, Peaches or Cottage Cheese: - $4.99
- Country Gravy or Brown Gravy: - $3.99
- Hollandaise Sauce: - $3.95
- Sour Cream or Salsa: - $2.00
- Potato Salad or ColeSlaw: - $4.75
- Side of dressing: Ranch, Blue Cheese, French, Italian, Thousand, Honey Mustard & Peanut butter - .75
- BBQ Sauce: - $1.00

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**RECEIVED BY:**

**ON 1-3-2018**

**STATE OF ALASKA**
Property Information for PAN#: 469661

PROPERTY DESCRIPTION: Bentley Trust PR, Lot: A2B
OWNER: Esny 6467 LLC [ownership]
SITUS ADDRESS: 44 College Rd B, 44 College Rd A
ZONING: GU-1 (100%)
COMMUNITY PLANNING PERMITS:
Zoning: 18148

Legend
- Export_Output_47
- Building Outlines (2012)

Proximity and Zoning Map
The Bakery Restaurant
Liquor License - New - #5734
Beverage Dispensary

The Fairbanks North Star Borough does not warrant the accuracy of maps or data provided, nor their suitability for any particular application. There may be errors in the data.
Fairbanks North Star Borough
Department of Community Planning
P.O. Box 71267
Fairbanks, Alaska 99707-1267
Zoning Permit Number: 18148

General Information
Date: 8/31/2018
Applicant: YIM NO YOI
Business Name: THE BAKERY RESTAURANT
Mailing Address: 69 COLLEGE RD, FAIRBANKS AK 99701
Property Owner: COMPOSITE HOLDINGS LLC
Property Description: 0469681 TRACT A2B BENTLEY TRUST PROPERTY
Site Address: 44 COLLEGE RD
Existing Use: Commercial
Structure: Vacant Building
Proposed Use: Commercial
Structure: Restaurant: 140 seats

<table>
<thead>
<tr>
<th>Dwelling Units: 0</th>
<th>New: N/A</th>
<th>Existing: N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Height: N/A (feet)</td>
<td></td>
<td></td>
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<tr>
<td>Stories: 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Area of Structure: 5,000 SF</td>
<td>New: 0 SF</td>
<td>Existing: 5,000 SF</td>
</tr>
<tr>
<td>Lot Size: 40,003 SF</td>
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</tbody>
</table>

Building Type: Principal

Notes: Please check with the City of Fairbanks for building permit requirements.
Conditions: N/A

Zoning Specifications
Existing Zone: GU-1 (100%)
Flood Zone: X PROTECTED BY LEVEE (100%)
Minimum Lot Size: 40,000
Front Yard Req: 0
Side Yard Req: 0
Rear Yard Req: 0
Floodplain Permit Required: No
FNSB Driveway Permit Required: No
Road Service Area Name: NONE
Parking Spaces Req: 0

The holder of this permit is the property owner or is authorized to act for the property owner and the info provided is true and complete.
The holder of this permit is required to comply with all other applicable laws, including city, borough, state and federal laws.
The holder of this permit shall submit current and accurate documents if the site plans or other application materials are changed subsequent to issuance of this permit.
This permit is appealable and the appeal must be submitted and perfected within 15 days of the date of the decision in accordance with FNSBC 18.104.090.

Reasons: Restaurant is an allowed use in the GU-1 zone
Permit Approval: Approved

Zoning Official: Singh, M
Date: 8/31/2018
Fairbanks North Star Borough
Department of Community Planning
907 Terminal Street/P.O. Box 71267
Fairbanks, Alaska 99707-1267
(907) 459-1260 Fax: (907) 205-5169
planning@fnsb.us

COMMERCIAL / INDUSTRIAL / RESIDENTIAL (OVER 2 UNITS)
ZONING PERMIT APPLICATION

<table>
<thead>
<tr>
<th>Applicant:</th>
<th>Property Owner:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name: No Yol Yim</td>
<td>Name: ESNY 6467, LLC</td>
</tr>
<tr>
<td>Business Name: The Bakery Restaurant</td>
<td>Mailing Address: 117 Chief Evan Dr.</td>
</tr>
<tr>
<td>Mailing Address: 69 College Rd.</td>
<td>City, State Zip: Fairbanks AK 99709</td>
</tr>
<tr>
<td>City, State Zip: Fairbanks AK 99709</td>
<td>Phone:</td>
</tr>
<tr>
<td>Contact Number: (907) 590-6521</td>
<td>Cell:</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:ESNY6467@gmail.com">ESNY6467@gmail.com</a></td>
<td>E-mail:</td>
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<td>Situs Address: 44 College Rd. B</td>
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<td>Parcel Account Numbers (PAN): 0469661</td>
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<tr>
<td>Existing Use &amp; Structures: Vacant Building</td>
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<tr>
<th>Proposed Use/Construction:</th>
<th>Commercial</th>
<th>Industrial</th>
<th>Agricultural</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Residential (over 2 units)</td>
<td>□ Other</td>
<td></td>
<td></td>
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</tbody>
</table>

Description of proposed use:
Restaurant

| Total number of employees: 18 |
| Net floor area for office/Sales Floor: 1400 sq ft |
| Office Sq ft: |
| Sales Sq ft: |
| Size of existing construction in square feet: 5000 sf |
| Size of proposed construction in square feet: 0 |
| Number of dwelling units proposed: 0 |
| Building height and number of stories: 2 |

I certify that □ (I am) □ (I am authorized to act for) the owner of the property.

I have attached a detailed site plan drawn to scale and to the standards of the Commercial/Industrial Site Plan guidelines. I certify that the information included in this application is to the best of my knowledge true and complete.

APPLICANT SIGNATURE: ___________________________ DATE: 09/31/18

I understand that the Zoning Permit is appealable and that said appeal must be submitted and perfected within 15 days of the date of the decision in accordance with FNSBC 18.104.090.

I can be notified of the decision at the above □ (phone number) □ (address) □ (e-mail)

The Fairbanks North Star Borough is subject to the Alaska Public Records Act, AS 40.25 et seq. and this document may be subject to public disclosure under state law.
Property Information for PAN#: 0469661

PROPERTY DESCRIPTION: BENTLEY TRUST PR, LOT: A2B
OWNER: Composite Holdings Llc [ownership]
BILLING ADDRESS: PO BOX 70312 Fairbanks, AK 99707 0312
SITUS ADDRESS: 44 College Rd B, 44 College Rd A
PARCEL SIZE: 4009.0 SF
NEIGHBORHOOD: Northeast City (0120)
LAND CLASS: High Density Core Area
PRIMARY USE: Commercial
FLOOD ZONE: X: Protected By Levee (100%)
SPECIAL REG. AREAS: None
ZONING: GU-1 (100%)
COMP PLAN: Urban Preferred Commercial Area (100%), Urban Boundary (100%)
PLANNING DISTRICT: Fairbanks (100%)
ROAD DISTRICT: N/A
URBAN BOUNDARY (2003): NO
ROAD SERVICE AREA: City of Fairbanks (100%)
EMS RESPONSE AGENCY: N/A
FIRE SERVICE AREA: City of Fairbanks (100%)
FIRE SERVICE (Property DB): City of Fairbanks
STRUCTURES: Wood, Open Steel (2 Units)
BUSINESS ON SITE: BLOCKBUSTER, GRIZZLY'S PIZZA
MILL GROUP: Bentley Trust Pr (0018) (Est. Mill Rate: 17.113)
PLAT NUMBER: BENTLEY TRUST PROP (FRD1992_87_001)
DESCRIPTION (VAULT): TRACT A2B BENTLEY TRUST PROPERTY
OUT OF TRACT A2A BENTLEY TRUST PROPERTY
COMMUNITY PLANNING PERMITS: NONE

Assessment History

<table>
<thead>
<tr>
<th>Year</th>
<th>Land Improvements</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$600,045</td>
<td>$1,162,480</td>
</tr>
<tr>
<td>2017</td>
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<td>$1,163,525</td>
</tr>
<tr>
<td>2016</td>
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<td>$560,042</td>
<td>$1,161,478</td>
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The Fairbanks North Star Borough does not warrant the accuracy of maps or data provided, nor their suitability for any particular application. There may be errors in the data.
MEMORANDUM

TO:                      Fairbanks North Star Borough Assembly
FROM:                    Jim Williams, Chief of Staff
SUBJECT:                 New Marijuana License
DATE:                    February 28, 2019

Attached you will find copies of the application for the following:

LIMITED CULTIVATION FACILITY

License # 17445
Dreaming Tree Farms, LLC
DBA: Two Birds One Stoned
338 Ream Road
Fairbanks, Alaska 99712

Pursuant to FNSB 9.12.040 The Assembly is responsible for reviewing state registration applications and providing input to the state. The administration recommends no protest.

/km
cc:       Concerned Licensee
MARIJUANA LICENSE

Date Notice Received: 1/30/2019

60 DAY DUE DATE 3/31/2019

Type of License:
- NEW
- TRANSFER
- RENEWAL

License Number: 17445

DBA: Two Birds One Stoned

Licensee/Applicant: Dreaming Tree Farms, LLC

Physical Address: 338 Ream Rd Fairbanks, AK 99712

Mailing Address: Same as above

INTERNAL REVIEW SCHEDULE

PLANNING DEPARTMENT: Signature: Date: 2/6/19
- Land Use Compliance: Zone: RA-5. "Marijuana cultivation facility, indoor small" is a listed permitted use in the RA-5 zoning district (FNSBC 18.28.020.A.25). A zoning permit (ZP 18-166) was issued to use a 1,085 SF building. No known sensitive uses pursuant to FNSBC 18.96.240.

ASSESSING DEPARTMENT: Signature: Jolene Forjoda Date: 2/14/19
- Parcel Key Number: 2234337-V
- Property Description: TL 3523 Sec 35 T1N R3E
- Property Owner Name: Benton, Lawrence

TREASURY/ BUDGET: Signature: Date: 2/7/19
- Property Owner (P) Property Taxes:
- Business Owner (B) Property Taxes:

(If either party owe, give amount and attach printout)
January 30, 2019

Fairbanks North Star Borough
Attn: Krista Major
VIA Email: kmajor@fnsb.us
Cc: mayor@fnsb.us
     llivingston@fnsb.us
     jdolan@fnsb.us

| License Number: | 17445 |
| License Type:   | Limited Marijuana Cultivation Facility |
| Licensee:      | Dreaming Tree Farms, LLC |
| Doing Business As: | TWO BIRDS ONE STONED |
| Physical Address: | 338 Ream Lane
                     Fairbanks, AK 99712 |
| Designated Licensee: | Lawrence Bento |
| Phone Number:  | 907-301-2166 |
| Email Address: | vivaGTV@gmail.com |

☒ New Application
AMCO has received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under 3 AAC 306.025(d)(2).

To protest the approval of this application(s) pursuant to 3 AAC 306.060, you must furnish the director and the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.010, 3 AAC 306.080, and 3 AAC 306.250 provide that the board will deny an application for a new license if the board finds that the license is prohibited under AS 17.38 as a result of an ordinance or election conducted under AS 17.38 and 3 AAC 306.200, or when a local government protests an application on the grounds that the proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the marijuana establishment, unless the local government has approved a variance from the local ordinance.

This application will be in front of the Marijuana Control Board at our August 15-17, 2018 board meeting.

Sincerely,

[Signature]
Erika McConnell, Director
**ENTITY DETAILS**

**Name(s)**

<table>
<thead>
<tr>
<th>Type</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Name</td>
<td>Dreaming Tree Farms, LLC</td>
</tr>
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</table>

**Entity Type:** Limited Liability Company

**Entity #:** 10080983

**Status:** Good Standing

**AK Formed Date:** 3/25/2018

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

**Next Biennial Report Due:** 1/2/2020

**Entity Mailing Address:** 338 REAM LANE, FAIRBANKS, AK 99712

**Entity Physical Address:** 338 REAM LANE, FAIRBANKS, AK 99712

**Registered Agent**

**Agent Name:** Lawrence Bento

**Registered Mailing Address:** 775 BIRCH KNOLL RD, FAIRBANKS, AK 99712

**Registered Physical Address:** 775 BIRCH KNOLL RD, FAIRBANKS, AK 99712

**Officials**

<table>
<thead>
<tr>
<th>AK Entity #</th>
<th>Name</th>
<th>Titles</th>
<th>Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Lawrence Bento</td>
<td>Member</td>
<td>100</td>
</tr>
</tbody>
</table>

**Filed Documents**
<table>
<thead>
<tr>
<th>Date Filed</th>
<th>Type</th>
<th>Filing</th>
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<td>Creation Filing</td>
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</tr>
<tr>
<td>3/25/2018</td>
<td>Initial Report</td>
<td>Click to View</td>
<td></td>
</tr>
</tbody>
</table>
Limited Liability Company
Initial Biennial Report

Entity Name: Dreaming Tree Farms, LLC
Entity Number: 10080983
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent
Name: Lawrence Bento
Physical Address: 775 BIRCH KNOLL RD, FAIRBANKS, AK 99712
Mailing Address: 775 BIRCH KNOLL RD, FAIRBANKS, AK 99712

Entity Physical Address: 338 REAM LANE, FAIRBANKS, AK 99712
Entity Mailing Address: 338 REAM LANE, FAIRBANKS, AK 99712

Please include all officials. Check all titles that apply. Please list the names and addresses of the members of the domestic limited liability company (LLC). There must be at least one member listed. If the LLC is managed by a manager(s), there must also be at least one manager listed. Please provide the name and address of each manager of the company. You must also list the name and address of each person owning at least 5% interest in the company and the percentage of interest held by that person.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>% Owned</th>
<th>Titles</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lawrence Bento</td>
<td>338 Ream Lane, Fairbanks, AK 99712</td>
<td>100</td>
<td>Member</td>
</tr>
</tbody>
</table>

NAICS Code: 111998 - ALL OTHER MISCELLANEOUS CROP FARMING
New NAICS Code (optional): 

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

Name: Lawrence Bento
Certificate of Organization

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

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

Dreaming Tree Farms, LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective March 25, 2018.

Mike Navarre
Commissioner
OPERATING AGREEMENT
of
Dreaming Tree Farms, LLC

This Operating Agreement (the "Agreement") made and entered into this 19th day of October, 2018 (the "Execution Date"),

BY:

Lawrence Bento of 775 Birch Knoll Rd, Fairbanks, AK, 99712

(the "Member").

BACKGROUND:

A. The Member wishes to be the sole member of a limited liability company.

B. The terms and conditions of this Agreement will govern the Member within the limited liability company.

IN CONSIDERATION OF and as a condition of the Member entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Member agrees as follows:

Formation

1. By this Agreement, the Member forms a Limited Liability Company (the "Company") in accordance with the laws of the State of Alaska. The rights and obligations of the Member will be as stated in the Alaska Revised Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.

Name

2. The name of the Company will be Dreaming Tree Farms, LLC.
Sole Member
3. While the Company consists only of one Member, any reference in this Agreement to two or more Members and that requires the majority consent or unanimous consent of Members, or that requires a certain percentage vote of Members, should be interpreted as only requiring the consent or vote of the sole Member.

Purpose
4. The purpose of this company is to cultivate marijuana.

Term
5. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

Place of Business
6. The Principal Office of the Company will be located at 338 Ream Ln, Fairbanks, AK 99712 or such other place as the Members may from time to time designate.

Capital Contributions
7. The following table shows the Initial Contributions of the Member. The Member agrees to make the Initial Contributions to the Company in full, according to the following terms:

<table>
<thead>
<tr>
<th>Member</th>
<th>Contribution Description</th>
<th>Value of Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lawrence Bento</td>
<td>$35,000 Cash, all Real Property, Administrative Services, Trade Specific Services.</td>
<td>$120,000.00</td>
</tr>
</tbody>
</table>

Allocation of Profits/Losses
8. Subject to the other provisions of this Agreement, the Net Profits or Losses, for both accounting and tax purposes, will accrue to and be borne by the sole Member:
9. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

**Nature of Interest**

10. A Member's Interest in the Company will be considered personal property.

**Withdrawal of Contribution**

11. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

**Liability for Contribution**

12. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as otherwise provided in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

**Additional Contributions**

13. Capital Contributions may be amended from time to time, according to the business needs of the Company. However, if additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case, the allocation of Net Profits or Losses and the distribution of assets on dissociation or dissolution will be adjusted accordingly.

14. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.
**Capital Accounts**

15. An individual capital account (the "Capital Account") will be maintained for each Member and their Initial Contributions will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

**Interest on Capital**

16. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

**Management**

17. Management of the Company is vested in the following manager (the "Manager") until such time as this Manager is removed by the Members or withdraws from the position:

- Lawrence Bento

18. The duties and responsibilities of the Managers will include the following:

- __________________________________________________________________________
  __________________________________________________________________________
  __________________________________________________________________________

19. The limitations on the powers and authority of the Managers will include the following:

- __________________________________________________________________________
  __________________________________________________________________________
  __________________________________________________________________________

20. A new Manager may be added to the Company with a unanimous vote of the Members.

21. A Manager will be reimbursed for expenses directly related to the operation of the Company.
22. The Members will be consulted and the advice and opinions of the Members will be obtained as much as is practicable. However, the Manager will have management and control of the day-to-day business of the Company for the purposes stated in this Agreement. All matters outside the day-to-day business of the Company will be decided by the Members as outlined elsewhere in this Agreement.

23. In addition to day-to-day management tasks and any other duties and responsibilities already identified in this Agreement, the Manager's duties will include keeping, or causing to be kept, full and accurate business records for the Company according to generally accepted accounting principles (GAAP), and overseeing the preparation of any reports considered reasonably necessary to keep the Members informed of the business performance of the Company.

24. A Manager will not be liable to the Members for any action or failure to act resulting in loss or harm to the Company except in the case of gross negligence or willful misconduct.

25. Each Manager will devote such time and attention to the business of the Company as required to carry out their duties and responsibilities for the conduct of the Company's business.

Authority to Bind Company

26. Only the following individuals have authority to bind the Company in contract: Lawrence Bento Only.

Duty of Loyalty

27. Any Member or Manager may invest in or engage in any business of any type, including without limitation, a business that is similar to the business of the Company whether or not in direct competition with the Company and whether or not within the established or contemplated market regions of the Company. Neither the Company nor any Member will have any right to that opportunity or any income derived from that opportunity.

Duty to Devote Time

28. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company's business.
**Member Meetings**

29. A meeting may be called by any Member providing that reasonable notice has been given to the other Members.

30. Regular meetings of the Members will be held only as required.

**Voting**

31. Each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

**Admission of New Members**

32. A new Member may only be admitted to the Company with a unanimous vote of the existing Members.

33. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to affect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members.

**Voluntary Withdrawal of a Member**

34. A Member may not withdraw from the Company without the unanimous consent of the remaining Members. Any such unauthorized withdrawal will be considered a wrongful dissociation and a breach of this Agreement. In the event of any such wrongful dissociation, the withdrawing Member will be liable to the remaining Members for any damages incurred by the remaining Members including but not limited to the loss of future earnings.

35. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.

36. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.
Involuntary Withdrawal of a Member

37. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.

38. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Dissociation of a Member

39. Where the Company consists of two or more Members, in the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's Interests, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's Interests will be determined as set out in the Valuation of Interest section of this Agreement.

40. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.

41. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.
42. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.

43. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Right of First Purchase

44. Where the Company consists of two or more Members, in the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Member wishes to accept.

Assignment of Interest

45. A Member's financial interest in the Company can only be assigned to another Member and cannot be assigned to a third party except with the unanimous consent of the remaining Members.

46. In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's Interests in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

Valuation of Interest

47. A Member's financial interest in the Company will be in proportion to their Capital Contributions, inclusive of any Additional Capital Contributions.

48. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be
binding on all Members. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.

49. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

**Dissolution**

50. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.

51. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:

a. in satisfaction of liabilities to creditors except Company obligations to current Members;

b. in satisfaction of Company debt obligations to current Members; and then

c. to the Members based on Member financial interest, as set out in the Valuation of Interest section of this Agreement.

**Records**

52. The Company will at all times maintain accurate records of the following:

a. Information regarding the status of the business and the financial condition of the Company.

b. A copy of the Company federal, state, and local income taxes for each year, promptly after becoming available.

c. Name and last known business, residential, or mailing address of each Member and Manager, as well as the date that person became a Member or Manager.

d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.
e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.

53. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

54. Each Manager has the right to examine the above documents for any purpose reasonably related to their position as Manager of the Company.

Books of Account

55. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company’s transactions and will be appropriate and adequate for the business conducted by the Company.

Banking and Company Funds

56. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

Audit

57. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Tax Treatment

58. This Company is intended to be treated as a disregarded entity, for the purposes of Federal and State Income Tax.
Annual Report
59. As soon as practicable after the close of each fiscal year, the Company will furnish to each
Member an annual report showing a full and complete account of the condition of the Company
including all information as will be necessary for the preparation of each Member's income or
other tax returns. This report will consist of at least:

a. A copy of the Company's federal income tax returns for that fiscal year.

Goodwill
60. The goodwill of the Company will be assessed at an amount to be determined by appraisal using
generally accepted accounting principles (GAAP).

Governing Law
61. The Members submit to the jurisdiction of the courts of the State of Alaska for the enforcement of
this Agreement or any arbitration award or decision arising from this Agreement.

Force Majeure
62. A Member will be free of liability to the Company where the Member is prevented from
executing their obligations under this Agreement in whole or in part due to force majeure, such as
earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where
the Member has communicated the circumstance of the event to any and all other Members and
where the Member has taken any and all appropriate action to satisfy his duties and obligations to
the Company and to mitigate the effects of the event.

Forbidden Acts
63. No Member may do any act in contravention of this Agreement.

64. No Member may permit, intentionally or unintentionally, the assignment of express, implied or
apparent authority to a third party that is not a Member of the Company.

65. No Member may do any act that would make it impossible to carry on the ordinary business of
the Company.

66. No Member will have the right or authority to bind or obligate the Company to any extent with
regard to any matter outside the intended purpose of the Company.
67. No Member may confess a judgment against the Company.

68. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal and may be treated accordingly by the remaining Members.

**Indemnification**

69. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

**Liability**

70. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

**Liability Insurance**

71. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

**Life Insurance**

72. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

**Amendment of this Agreement**

73. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Members.

**Title to Company Property**

74. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.
Miscellaneous

75. Time is of the essence in this Agreement.

76. This Agreement may be executed in counterparts.

77. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.

78. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

79. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.

80. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and representatives.

81. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the addresses contained in this Agreement or as the Members may later designate in writing.

82. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.
Definitions
83. For the purpose of this Agreement, the following terms are defined as follows:

a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.

b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.

c. "Distributions" means a payment of Company profits to the Members.

d. "Initial Contribution" means the initial Capital Contributions made by any Member to acquire an interest in the Company.

e. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.

f. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).

g. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.

h. "Principal Office" means the office whether inside or outside the State of Alaska where the executive or management of the Company maintain their primary office.

i. "Voting Members" means the Members who belong to a membership class that has voting power. Where there is only one class of Members, then those Members constitute the Voting Members.
IN WITNESS WHEREOF the Member has duly affixed their signature under hand and seal on this 19th day of October, 2018.

SIGNED, SEALED, AND DELIVERED
in the presence of:
Witness: [Signature] (Sign)
Witness Name: [Name]

[Signature] (Member)
What is this form?

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) 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.

<table>
<thead>
<tr>
<th>Licensee:</th>
<th>Dreaming Tree Farms, LLC</th>
<th>License Number:</th>
<th>17445</th>
</tr>
</thead>
<tbody>
<tr>
<td>License Type:</td>
<td>Limited Marijuana Cultivation Facility</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Doing Business As:</td>
<td>Two Birds One Stoned</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Premises Address:</td>
<td>338 Ream Lane</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>Fairbanks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>State:</td>
<td>Alaska</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ZIP:</td>
<td>99712</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Section 2 – Individual Information

Enter information for the individual licensee.

| Name: | Lawrence Bento |
| Title: | Owner |

Section 3 – Other Licenses

Ownership and financial interest in other licenses: Yes   No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license? ✅   ☐

If “Yes”, which license numbers (for existing licenses) and license types do you own or plan to own?

Standard Marijuana Cultivation Facility License # 11319
Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

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

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

I certify that I am not currently on felony probation or felony parole.

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

I certify that my proposed premises is not located in a liquor licensed premises.

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.
Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

Alaska Marijuana Control Board
Form MJ-00: Application Certifications

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

I certify and understand that I must operate in compliance with the Alaska Department of Labor and Workforce Development’s laws and requirements pertaining to employees.

I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.

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

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Printed name of licensee

Subscribed and sworn to before me this 25 day of January 2019.

[Form MJ-00] (rev 09/27/2018)
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:

- Control plan for persons under the age of 21
- Security
- Business records
- Inventory tracking of all marijuana and marijuana product on the premises
- Employee qualification and training
- Health and safety standards
- Transportation and delivery of marijuana and marijuana products
- Signage and advertising

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 & Contact Information

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

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<td>99712</td>
</tr>
</tbody>
</table>

| Mailing Address:     | 338 Ream Lane            |
| City:                | Fairbanks                | State:        | Alaska |
|                      |                          | ZIP:          | 99712  |

| Designated Licensee: | Lawrence Bento           |
| Main Phone:         | 9073012166               | Cell Phone:   | 9073012166 |
| Email:              | vivaGTV@gmail.com         |
Section 2 – Control Plan for Persons Under the Age of 21

2.1. 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:

Persons under the age of 21 will be prevented from accessing any portion of the licensed premises and marijuana items by having all visitors present a valid state or federally issued form of photo identification to verify their age and identity before entering any portion of the licensed premises. Visitors under the age of 21 will be denied access to the property and asked to leave. There will be posted signs on each entrance stating "No One Under 21 Allowed". Each entrance is equipped with security doors and commercial locks.

Section 3 – Security

Restricted Access Areas (3 AAC 306.710):

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

Unescorted members of the public will be prevented from entering restricted access areas by having a sign on the door which clearly states "Restricted Access Area, Visitors Must Be Escorted.". Video surveillance with adequate lighting, and security doors with commercial locks will also serve to prevent unescorted members of the public from entrance to our restricted access areas. All visitors age and identity will be verified before entering our restricted access areas and will be escorted at all times by a licensee, employee, or agent of the establishment.

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

Visitors who have proper identification and are 21 years of age or older must sign into the visitors log, recording their personal information, and will be granted access to the premise. Prior to entering any restricted access areas on the premises, approved visitors must receive a visitor identification badge. All visitors must be escorted by a licensee, employee, or agent of the facility when the visitor is on the premise. An owner, employee, or agent of the facility may not escort more then five visitors at a time and must supervise them at all times. All owners, employees, and agents of the establishment are required to carry a current identification badge before they can enter a restricted access area.

A record of all visitors who are escorted through restricted access areas will be kept on premises for a minimum of six months and in archives for a minimum of three years. For all visitors permitted into a restricted access area; a licensee, employee, or agent of the establishment will record the visitors name, date, and arrival/departure time, state the purpose of their visit and collect their visitor identification badge prior to the visitor leaving.
3.3. Provide samples of licensee-produced identification badges that will be displayed by each licensee, employee, or agent while on the premises, and of visitor identification badges that will be worn by all visitors while in restricted access areas:

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</tr>
<tr>
<td>FULL NAME</td>
<td>FULL NAME</td>
</tr>
<tr>
<td>MHP#:XXXXX</td>
<td>MHP#:XXXXX</td>
</tr>
<tr>
<td>Exp. XX/XX/XXXX</td>
<td>Exp. XX/XX/XXXX</td>
</tr>
<tr>
<td>D.O.B. XX/XX/XXXX</td>
<td>D.O.B. XX/XX/XXXX</td>
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</table>

VISITOR # 1

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

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

The facility will have fixed lights placed around the perimeter to ensure there is a clear and quality video of anyone who approaches within 20 feet of any exterior entrance.
3.5. An alarm system is required for all license types that must be activated on all exterior doors and windows when the licensed premises is closed for business. Describe the security alarm system for the proposed premises, explain how it will meet all regulatory requirements, and outline your policies and procedures regarding the actions to be taken by a licensee, employee, or agent when the alarm system alerts of an unauthorized breach:

Each door and window will have sensors connected to an externally monitored system that will notify the licensee and authorities when any breach has occurred. If the system is triggered a licensee will view the video surveillance system and determine what action should be taken such as contacting local authorities. If local authorities are notified of a breach in security then all owners, employees, and agents will fully cooperate with local law enforcement and ensure that they themselves are in a safe and secure environment. If any unauthorized access to the premises or if any knowledge of evidence or circumstances that reasonably indicate theft, diversion, or unexplained disappearance of marijuana, marijuana products, or money from the licensed premises we shall notify the Department of Commerce, Community, and Economic Development, Alcohol and Marijuana Control Office as soon as reasonably practical and in any case not more than 24 hours after the incident has occurred. We plan to utilize Vivint Security for our alarm monitoring service. At the close of each day all security alarms will be activated on all exterior doors and windows and will remain activated until the next opening of business.

3.6. Describe your policies and procedures for preventing diversion of marijuana or marijuana product, including by employees:

Diversion of all cannabis products will be prevented by using video surveillance systems in all restricted access areas as well as throughout the entire premise. Motion sensors, flood lights, and security systems will also aid in the overall safety and security of all cannabis products. An owner or employee will document and record all transitions of cannabis products, complete daily reviews of records to ensure all records are accurate and accounted for. Additionally, employees are not allowed to enter any cannabis storage areas where tested product, untested product, or waste product is stored without supervision. An owner or manager must supervise these areas at all times. Employees and visitors must leave personal bags, backpacks, purses, or containers of any kind in a designated locker area inside the office upon entry of the facility. No photographs or video may be taken by employees or visitors without permission from a licensee to prevent any malicious activity. Visitors are not permitted to touch any cannabis products or equipment for any reason, and will be escorted off premises if so.

3.7. Describe your policies and procedures for preventing loitering:

Signs will be clearly positioned on the exterior of the premises stating "No Loitering" in order to prevent groups of people from gathering near the premises. Law enforcement will be notified if vocal warnings are not effective.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

3.8. I certify that if any additional security devices are used, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm, to enhance security of the licensed premises, I will have written policies and procedures describing their use.

[Form MJ-01] (rev 12/01/2017)
Video Surveillance (3 AAC 305.720):

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

3.9. The video surveillance and camera recording system for the licensed premises covers each restricted access area, and both the interior and exterior of each entrance to the facility.

3.10. Each video surveillance recording is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing (consistent with the Alcohol & Marijuana Control Office’s approved format list); clearly and accurately displays the time and date; and is archived in a format that does not permit alteration of the recorded image.

3.11. The surveillance room or area is clearly defined on the Form MJ-02: Premises Diagram that is submitted with this application.

3.12. 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 where access is limited to the licensee(s), an authorized employee, and law enforcement personnel (including an agent of the Marijuana Control Board).

3.13. 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:

Cameras will be placed throughout the interior and exterior of the premises. Each camera will be placed in a fixed position at a height which will provide a clear, unobstructed view of the regular activity without sight blockage. The positioning, in addition to the adequate lighting, will allow for the clear and certain identification of any person and activity in that area at all times.

3.14. Describe the locked and secure area where video surveillance recording equipment and original copies of surveillance 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 Marijuana Control Board. If you will be using an offsite monitoring service and offsite storage of video surveillance records, your response must include how the offsite facility will meet these security requirements:

The video surveillance recording equipment and records will be located in our Office/Surveillance room. The office will be secured with security locks and the video surveillance recording equipment and records will be housed in a locked, metal security cabinet. An owner or other authorized personnel will be available during all business hours to allow access of these records to law enforcement personnel or an agent of the board.
Section 4 – Business Records

Review the requirements under 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.

4.1 I certify that the following business records will be maintained and kept on the licensed premises:

- [ ] a. all books and records necessary to fully account for each business transaction conducted under my license for the current year and three preceding calendar years (records for the last six months must be maintained on the licensed premises; older records may be archived on or off-premises);

- [ ] b. 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;

- [ ] c. the business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises;

- [ ] d. records related to advertising and marketing;

- [ ] e. a current diagram of the licensed premises, including each restricted access area;

- [ ] f. a log recording the name, and date and time of entry of each visitor permitted into a restricted access area;

- [ ] g. all records normally retained for tax purposes;

- [ ] h. 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;

- [ ] i. transportation records for marijuana and marijuana product, as required by 3 AAC 306.750(f); and

- [ ] j. registration and inspection reports of scales registered under the Weights and Measures Act, as required by 3 AAC 306.745.

4.2 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 records will be adequately maintained and secured within the office. All paper records will be scanned and saved as electronic documents. All electronic or digital records are backed up onto the cloud and by encrypted external secured hard drives located in a locked fireproof safe. An Owner will have keys to all locks and secured areas, as well as passwords for protecting the electronic and digital records.
Section 5 – Inventory Tracking of All Marijuana and Marijuana Product

Review the requirements under 3 AAC 306.730. All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with Metrc 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 is propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a marijuana product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box:  

5.1. My marijuana establishment will be using Metrc, and if any other tracking software is used, it will be capable of sharing information with Metrc.

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

5.3. My marijuana establishment will use registered scales in compliance with AS 45.75.080 (Weights and Measures Act), as required by 3 AAC 306.745.

Section 6 – Employee Qualification and Training

Review the requirements under 3 AAC 306.700. 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, must obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box:  

6.1. 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 the marijuana establishment.

6.2. 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 licensed premises) when on the licensed premises.

6.3. 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.

6.4. Describe any in-house training that will be provided to employees and agents (apart from a marijuana handler course):

New employees will be coached and trained before being able to work in their position alone. A specific training plan will be created for each position. Emergency Action Plans and Standards of Procedures will be given to each employee to help ensure a safe and streamlined work environment.
Section 7 – Health and Safety Standards

Review the requirements under 3 AAC 306.735.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

7.1. I understand that a marijuana establishment is subject to inspection by the local fire department, building inspector, or code enforcement officer to confirm that health or safety concerns are not present.

7.2. I have policies regarding health and safety standards (including: ensuring a person with an illness or infection does not come into contact with marijuana or marijuana product; good hygienic practices; cleaning and maintenance of equipment and the premises; pest deterrence; chemical storage; sanitation principles; and proper handling of marijuana and marijuana product) and will take all reasonable measures and precautions to ensure that they are met or exceeded.

7.3. I have policies to ensure that any marijuana or marijuana product that has been stored beyond its usable life, or was stored improperly, is not salvaged and returned to the marketplace.

7.4. I have policies to ensure that in the event information about the age or storage conditions of marijuana or marijuana product is unreliable, the marijuana or marijuana product will be handled in accordance with 3 AAC 306.735(d).

Answer “Yes” or “No” to each of the following questions: Yes No

7.5. Adequate and readily accessible toilet facilities that are maintained and in good repair and sanitary condition are clearly indicated on my Form MJ-02: Premises Diagram.

7.6. Convenient handwashing facilities with running water at a suitable temperature are clearly indicated on my Form MJ-02: Premises Diagram.

7.7. If you answered “No” to either 7.5 or 7.6 above, describe how toilet and/or handwashing facilities are made accessible, as required by 3 AAC 306.735(b)(2):

Section 8 – Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750.

8.1. Describe how marijuana or marijuana product will be prepared, packaged, and secured for shipment. Include a description of the type of locked, safe, and secure storage compartments to be used in vehicles transporting marijuana or marijuana product:

All cannabis to be transported will be properly weighed and packaged in materials that are secure, child safe, and clearly labeled. These packages will not be greater than one ounce if they are intended to be sold directly to consumers in the retail store or in whole sale bundles that are no greater than five pounds. All packaging used will protect the marijuana from contamination and will not impart any toxic or damaging substance to the marijuana. All packages will be affixed with the appropriate labels as outlined in 3 AAC 306.475. The transported product will then be recorded into the marijuana tracking system and accompanied by proper manifest documents describing 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. All marijuana packages will be placed in a locked and tagged security tote with a copy of its accompanied manifest. The tote will be placed in a locked trunk of a vehicle or in a fully secured steel hinged cage within the vehicle that is transporting the product.
You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box:

8.2. 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.

8.3. 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.

8.4. 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.

8.5. 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.

8.6. 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.

8.7. 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.

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

Section 9 – Signage and Advertising

9.1. Describe any signs that you intend to post on your establishment with your business name, including quantity, dimensions, graphics, and location on your establishment (photos or drawings may be attached):

There will be no signs posted with the business name.
We intend to advertise on social media platforms. We do not have a logo currently but intend on having one. Our logo will follow the guidelines set forth in 3 AAC 306.360.
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). All areas designated as the licensed premises of a single license must be contiguous.

What must be submitted with this form?

Applicants must attach multiple diagrams to this form, including (as applicable):

- **Diagram 1:**
  a diagram showing only the licensed premises areas that will be ready to be operational at the time of your preliminary inspection and license issuance;

- **Diagram 2:**
  if different than Diagram 1, a diagram outlining all areas for which the licensee has legal right of possession (a valid lease or deed), and clearly showing those areas’ relationship to the current proposed licensed premises (details of any planned expansion areas do not need to be included; a complete copy of Form MJ-14: Licensed Premises Diagram Change must be submitted and approved before any planned expansion area may be added to the licensed premises);

- **Diagram 3:**
  a site plan or as-built of the entire lot, showing all structures on the property and clearly indicating which area(s) will be part of the licensed premises;

- **Diagram 4:**
  an aerial photo of the entire lot and surrounding lots, showing a view of the entire property and surrounding properties, and clearly indicating which area(s) will be part of the licensed premises (this can be obtained from sources like Google Earth); and

- **Diagram 5:**
  a diagram of the entire building in which the licensed premises is located, clearly distinguishing the licensed premises from unlicensed areas and/or premises of other licenses within the building. If your proposed licensed premises is located within a building or building complex that contains multiple business and/or tenants, please provide the addresses and/or suite numbers of the other businesses and/or tenants (a separate diagram is not required for an establishment that is designating the entire building as a single licensed premises).

This form, and all necessary diagrams that meet the requirements on Page 2 of this form, must be completed and submitted to AMCO’s main office before any new or transfer 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.

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</table>

MJ License #: 17445
Section 2 – Required Information

For your security, do not include locations of security cameras, motion detectors, panic buttons, and other security devices.

The following details must be included in all diagrams:

- License number and DBA
- Legend or key
- Color coding
- Dimensions
- Labels
- True north arrow

The following additional details must be included in Diagram 1:

- Surveillance room
- Restricted access areas
- Storage areas
- Entrances, exits, and windows
- Walls, partitions, and counters
- Any other areas that must be labeled for specific license types

The following additional details must be included in Diagram 2:

- Areas of ingress and egress
- Entrances and exits
- Walls and partitions

The following additional details must be included in Diagrams 3 and 4:

- Areas of ingress and egress
- Cross streets and points of reference

The following additional details must be included in Diagram 5:

- Areas of ingress and egress
- Entrances and exits
- Walls and partitions
- Cross streets and points of reference

I declare under penalty of unsworn falsification that I have attached all necessary diagrams that meet the above requirements, and that this form, including all accompanying schedules, statements, and depictions is true, correct, and complete.

Signature of licensee

Printed name of licensee

Subscribed and sworn to before me this 25 day of January, 2019.

Notary Public in and for the State of Alaska

Commission Expires: 11/27/2021

License # 17445
Restroom 26 sq. ft.

Utility/Processing/Drying/Tested and Untested Marijuana Storage Room 156 sq. ft.

Office/Packaging/Surveillance Room 83 sq. ft.

Cultivation Flower/Vegetative Rm 1 89 sq. ft.

Cultivation Flower/Vegetative Rm 2 265 sq. ft.

Water Storage/Waste Tanks

Counter/Wash Station

Secured Entrance/Exit

Secured Entrance/Exit

DIAGRAM 1

1" = 12'

- Restricted Access Area and Licensed Premises
- Areas of Ingress/Egress
- Blocked and Covered Window
- Outdoor Lighting
- Cultivation Areas

Total Cultivation Area = 354 sq. ft.
Two Birds One Stoned, License # 17445
338 Ream Ln, Fairbanks, Ak 99712
TL-3523 SEC 35 T1N-R3E

Received by AMCO 1.25.19
Two Birds One Stoned, License # 17445
338 Ream Ln, Fairbanks, Ak 99712
TL-3523 SEC 35 T1N-R3E

- Licensed premises
- Areas of Ingress/Egress (Driveway)
What is this form?

This operating plan supplemental form is required for all applicants seeking a marijuana cultivation facility license and must accompany Form MJ-01: Marijuana Establishment Operating Plan, per 3 AAC 306.020(b)(11). Applicants should review Chapter 306: Article 4 of the Alaska Administrative Code. This form will be used to document how an applicant intends to meet the requirements of the 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 and 3 AAC 306.420(2).

What additional information is required for cultivation facilities?

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

- Prohibitions
- Cultivation plan
- Waste disposal
- Odor control
- Testing procedure and protocols
- Packaging and labeling

This form must be completed and submitted to AMCO's main office before any new or transfer application for a standard marijuana cultivation facility or limited marijuana cultivation facility license will be considered complete.

### Section 1 – Establishment Information

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

<table>
<thead>
<tr>
<th>Licensee:</th>
<th>Dreaming Tree Farms, LLC</th>
<th>MJ License #:</th>
<th>17445</th>
</tr>
</thead>
<tbody>
<tr>
<td>License Type:</td>
<td>Limited Marijuana Cultivation Facility</td>
<td></td>
<td></td>
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<tr>
<td>Doing Business As:</td>
<td>Two Birds One Stoned</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Premises Address:</td>
<td>338 Ream Lane</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>Fairbanks</td>
<td>State:</td>
<td>Alaska</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ZIP:</td>
<td>99712</td>
</tr>
</tbody>
</table>
Section 2 – Overview of Operations

2.1. Provide an overview of your proposed facility’s operations. Include information regarding the flow of marijuana from seed or clone to harvest and transfer from your premises:

The facility will obtain its initial seeds and clones and enter them into the METRC tracking system. During the plants growth phase they will transition from immature plants to vegetative plants within METRC, each plant will obtain a unique METRC ID Tag. The plants will then remain in a vegetative state within our cultivation area until they have reached a maturity to transition into the flowering phase. At this point they will move into a designated cultivation area where the light schedule and environment can accommodate the flowering cycle. All plants at this stage will change their phase from Vegetative to Flowering within the METRC system as well as reflect their new location within the cultivation. Once the plants reach their peak maturity they will be harvested and transferred to a drying room. Each plants weight will be recorded into METRC along with the the new drying location information and all plant waste accrued from this stage of the harvest. After the plants have dried they will then be processed and sorted in preparation for sale. All marijuana to be sold will be tested, weighed, packaged, logged into METRC, and properly stored in a secure marijuana storage area. All other by-product will be considered waste and recorded into METRC. We will give the board at least three days written notice required under 3 AAC 306.740(c) before making marijuana waste unusable and disposing of it. Once marijuana has been sold it will then be prepared for transport according to our method in MJ-01 Section 8.1 of this application and in accordance with 3 AAC 306.750.

Section 3 – Prohibitions

Review the requirements under 3 AAC 306.405 and 3 AAC 306.410.

3.1. I certify that the marijuana cultivation facility will not:

| a. sell, distribute, or transfer any marijuana or marijuana product to a consumer, with or without compensation; |
| b. allow any person, including a licensee, employee, or agent, to consume marijuana or marijuana product on the licensed premises or within 20 feet of the exterior of any building or outdoor cultivation facility; or |
| c. treat or otherwise adulterate marijuana with any organic or nonorganic chemical or compound to alter the color, appearance, weight, or odor of the marijuana. |

Section 4 – Cultivation Plan

Review the requirements under 3 AAC 306.420 and 3 AAC 306.430.

4.1. Describe the size of the space(s) the marijuana cultivation facility intends to be under cultivation, including dimensions and overall square footage. Provide your calculations below:

The overall square footage of our Cultivation Area will be 354.45 sq. ft. This cultivation will be split into two rooms;

Flower/Vegetative Room 1: 10.5' X 8.5' = 89.25'
Flower/Vegetative Room 2: 15' X 12.5' + 10.5' X 7.4' = 265.2'
You must be able to certify the statement below. Read the following and then sign your initials in the box to the right: Initials

4.2. The proposed area(s) for cultivation are clearly identified on the Form MJ-02: Premises Diagram that is submitted with this application.

Answer "Yes" or "No" to the following question:

4.3. Will the marijuana cultivation facility include outdoor production?

Yes ☐ No ☑

If "Yes", describe the outdoor structure(s) or the expanse of open or clear ground and how it is fully-enclosed by a physical barrier:


4.4. Describe the method(s) used to ensure that any marijuana at the marijuana cultivation facility, whether indoors or outdoors, cannot be observed by the public from outside the facility:

All windows in the Cultivation area will be blocked and made so nothing can be observed by the public from outside of the facility.

4.5. Describe the marijuana cultivation facility's growing medium(s) to be used:

Our Facility will use a variety of mediums including: rockwool, soil, perlite, and an aqueous solution with a substrate of clay pebbles.

4.6. Provide the complete product name and EPA registration # (if applicable) for each of the cultivation facility's pesticides and pest control products to be used. All proposed products must be on DEC's list of approved pesticides in the state of Alaska:

Please See Attached Additional Information

4.7. Describe all other fertilizers, chemicals, gases, and delivery systems, including carbon dioxide management, to be used at the marijuana cultivation facility:

Alaska Marijuana Control Board
Form MJ-04: Marijuana Cultivation Facility Operating Plan Supplemental

(Additional Space as Needed):

4.6.:
If pesticides are necessary, the facility will only use DEC approved products for the state of Alaska. These products include: TRIPLE ACTION NEEM OIL 70051-2-829, SAFER GARDEN FUNGICIDE CONC FOR FLOWERS, FRUITS & VEGETABLES 42697-37, ORTHO ELEMENTALS INSECTICIDAL SOAP 67702-21-239, SAFER BIONEEM MULTI-PURPOSE INSECTICIDE & REPELLENT CONC 70051-6-42697, SAFER BRAND INSECT KILLING SOAP CONCENTRATE II 42697-60, SAFER PYRETHRIN & INSECTICIDAL SOAP CONCENTRATE II 59913-9, BONIDE NEEM OIL CONCENTRATE 70051-2-4, BONIDE DIATOMACEOUS EARTH CRAWLING INSECT KILLER 73739-1-4, GARDEN SAFE INSECTICIDAL SOAP INSECT KILLER 67702-13-39609, GARDEN SAFE NEEM OIL EXTRACT CONC 70051-2-39609, GOGNATS LIQUID CONCENTRATE exempt 25(b), SLIMEX exempt 25(b), 5NS 217 RTU SPIDER MITE CONTROL exempt 25(b), SAFERGRO MILDEW CURE exempt 25(b), ORTHO ELEMENTALS GARDEN DISEASE CONTROL 67702-1-239, ORTHO ELEMENTALS GARDEN INSECT KILLER 67702-6-239, ORTHO ELEMENTALS SLUG & SNAIL KILLER 67702-3-239, ORGANOCIDE 3-IN-1 GARDEN SPRAY READY TO SPRAY exempt 25(b), ORGANOCIDE ALLOVERSE INSECTICIDE exempt 25(b), NUKEM EXEMPT 25(b), NIMBIOSYS NEEM OIL 84181-2, NATURE-CIDE ALL PURPOSE INSECTICIDE exempt 25(b), MONTEREY TAKE DOWN GARDEN SPRAY-RTU 67702-6-54705, MONTREY TAKE DOWN GARDEN SPRAY 67702-5-54705, MONTEREY NEEM OIL - RTU/ORGANIC GARDENING 70051-13-54705, MONTREY HORTICULTURAL OIL 48813-1-54705, MONTREY B.I. RTU / ORGANIC GARDENING 70051-113-54705, GARDEN SAFE BRAND GARDEN INSECT FOGGER 9688-319-8845, BAYER ADVANCED NATRIA INSECTICIDAL SOAP RTU 67702-21-72155, BAYER ADVANCED NATRIA NEEM OIL CONCENTRATE 70051-2-72155, BAYER ADVANCED NATRIA DISEASE CONTROL READY TO SPRAY 264-1161-72155, BAYER ADVANCED NATRIA DISEASE CONTROL READY TO USE 264-1154-72155, BAYER ADVANCED NATRIA DISEASE CONTROL RTU 695592-16-72155, AGRI-FOS SYSTEMIC FUNGICIDE 71962-1-54705

8.1 and 8.2 Additional Information:
With each batch of marijuana sold our facility will disclose in writing each soil amendment, fertilizer, and other crop production aid applied to the growing medium or marijuana plant included in the batch, including any pesticide, herbicide, or fungicide that was used and the name of the licensed marijuana testing facility that performed any required laboratory test and the results of each required laboratory test. If marijuana is shipped wholesale from a harvest batch that has not been tested for each contaminant in 3 AAC 306.475 section (e)(4), the label for that batch will include a statement identifying each contaminant listed in (e)(4) that has not been tested.

8.1 Sample Label

Cultivator: Two Birds One Stoned
License #: 17445
Strain:
Harvest Batch #:
METRC ID #:
Net Weight:
Gross Weight:
Pesticides/Fungicides/Herbicides:

Tested By:
License #: 
Testing Date:
Total THC:
Total CBD:
Total Cannabinoid:

Alaska Safety Warning: 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. 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.
4.8. Describe the marijuana cultivation facility's irrigation and waste water systems to be used:

The Utility Room will house fresh water tanks, nutrient mixing tanks, and waste water tanks. The nutrients or water will be pumped from the utility room through the use of an in-line and/or submersible pump through a vinyl and pvc plumbing system to individual reservoirs located in the cultivation areas. The cultivation reservoirs will use submersible/inline pumps in combination with vinyl hose, pvc pipe, and timers to automatically supply nutrients or water directly to the plants. The waste water will be collected through a separate waste plumbing system, stored and monitored in our on-site waste water tanks where they will be properly removed to a local waste water treatment facility or if possible re-used through R/O filtering.

Section 5 - Waste Disposal

Review the requirements under 3 AAC 306.740.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right: Initials

5.1. The marijuana cultivation facility shall give the board at least three days written notice required under 3 AAC 306.740(c) before making marijuana waste unusable and disposing of it.

5.2. Describe how you will store, manage, and dispose of any solid or liquid marijuana waste, including wastewater generated during marijuana cultivation, in compliance with any applicable laws. Include details about the material[s] you will mix with ground marijuana waste and the processes that you will use to make the marijuana waste unusable for any purpose for which it was grown:

We will dispose of our solid and liquid waste through compost processes that have been approved by the board. All solid marijuana waste will be stored in green trash bins with lids so as not to be confused with regular waste. Any waste water that is not used for compost will be housed in a waste tank until properly disposed of at a state licensed facility. All marijuana waste will be managed and recorded through METRC along with our own logs so that we have the correct weights and information to notify the board before rendering the marijuana waste useless and disposing of it. We will grind and mix marijuana waste product with at least an equal amount of non-marijuana product to render it unusable. The non-marijuana products will include, food waste, yard waste, and vegetable-based grease.
Section 6 – Odor Control

Review the requirements under 3 AAC 306.430.

Answer “Yes” or “No” to the following question:

6.1. Have you received an exemption from your local government for the odor control requirement set forth in 3 AAC 306.430(c)(2)?

Yes □ No □

If “Yes”, you must be able to certify the statement below. Read the following and then sign your initials in the box:

I am attaching to this form documentation of my odor control exemption from the local government.

If “No” to question 6.1., describe the odor control method(s) to be used and how the marijuana cultivation facility will ensure that any marijuana at the facility does not emit an odor that is detectable by the public from outside the facility:

Our facility will contain an activated carbon filtration system with replaceable media to ensure that marijuana inside of the facility does not emit an odor detectable to the public. All air leaving the building will pass through our filtration system before reaching the outside environment.

Section 7 – Testing Procedure and Protocols

Review the requirements under 3 AAC 306.455 and 3 AAC 306.465.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box:

7.1. I understand and agree that the board or director will, from time to time, require the marijuana cultivation facility to provide samples of the growing medium, soil amendments, fertilizers, crop production aids, pesticides, or water for random compliance checks.

7.2. I will ensure that any individual responsible for collecting random, homogenous samples for required laboratory testing under 3 AAC 306.455 will prepare the necessary accompanying signed statement, provide the signed statement to the marijuana testing facility, and maintain a copy as a business record under 3 AAC 306.755.

7.3. Describe the testing procedures and protocols the marijuana cultivation facility will follow:

An owner or manager will be the designated individual responsible for collecting each sample. The designated person will collect a random, homogenous sample for testing from batches of individual strains. They shall prepare a signed statement showing that each sample has been randomly selected, providing a copy to the marijuana testing facility and maintaining a copy for business records. The sample will then be transported to the marijuana testing facility in accordance with all marijuana transport regulations. All non-tested marijuana will be segregated from the tested product and placed in a cabinet which is properly labeled and in a secure, cool, and dry location until the testing facility reports the results from its tests. No marijuana will be sold until all laboratory testing is completed. We shall maintain testing results as part of our business records.
Section 8 – Packaging and Labeling

Review the requirements under 3 AAC 306.470 and 3 AAC 306.475.

Answer “Yes” or “No” to the following question:  

8.1. Will the marijuana cultivation facility be packaging marijuana for a retail marijuana store to sell to a consumer without repackaging?

Yes ☑ No ☐

If “Yes”, describe how the marijuana cultivation facility will ensure that the marijuana sold will meet the packaging requirements in 3 AAC 306.470, and provide a sample label that the facility will use to meet the labeling requirements set forth in 3 AAC 306.475:

Every package of marijuana set out for a retail store to sell to a consumer without repackaging will be in a package not exceeding one ounce for resale to consumers without additional handling by the retail marijuana store except to add the retail store’s own identifying name or logo and license number. Our packaging will not have any printed images, including cartoon characters, that specifically target persons under 21 years of age. Our packaging will also protect the product from contamination and will not impart any toxic or damaging substance to the marijuana. Each package will be identified by a tracking label generated by our marijuana inventory tracking system. When preparing for transport to another marijuana establishment packages will be placed within a sealed, tamper-evident shipping container with an affixed label that is in compliance with 3 AAC 306.475. A transport manifest will be generated from our inventory tracking system, the transport manifest will remain with the marijuana at all times while being transported. A copy of the manifest will be given to the licensed establishment that receives the shipment. Additional info and Sample Label on Attached Pg.

Answer “Yes” or “No” to the following question:  

8.2. Will the marijuana cultivation facility be packaging marijuana in wholesale packages?

Yes ☑ No ☐

If “Yes”, describe how the marijuana cultivation facility will ensure that the marijuana sold will meet the packaging requirements in 3 AAC 306.470, and provide a sample label that the facility will use to meet the labeling requirements set forth in 3 AAC 306.475:

All wholesale packages will not exceed 5 pounds for repacking by the marijuana store or to a marijuana product manufacturing facility in a wholesale package not exceeding 5 pounds and consisting of a single strain or a mixture of strains as identified on the label. Our packaging will also protect the product from contamination and will not impart any toxic or damaging substance to the marijuana. Each package will be identified by a tracking label generated by our marijuana inventory tracking system. When preparing for transport to another marijuana establishment packages will be placed within a sealed, tamper-evident shipping container with an affixed label that is in compliance with 3 AAC 306.475. A transport manifest will be generated from our inventory tracking system, the transport manifest will remain with the marijuana at all times while being transported. A copy of the manifest will be given to the licensed establishment that receives the shipment. Please See Attached Page for Sample Label and additional info.

I certify that as a marijuana cultivation facility, I will submit monthly reports to the Department of Revenue and pay the excise tax required under AS 43.61.010 and AS 43.61.020 on all marijuana sold or provided as a sample to a marijuana establishment, as required under 3 AAC 306.480.

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Printed name of licensee

Subscribed and sworn to before me this 25 day of January 2019.

Notary Public in and for the State of Alaska

My commission expires: 04/27/2021

License #: 17445

[Form MJ-04] [rev 09/27/2018]  

Page 6 of 7

Received by AMCO 1.25.19
If pesticides are necessary, the facility will only use DEC approved products for the state of Alaska. These products include: TRIPLE ACTION NEEM OIL 70051-2-829, SAFER GARDEN FUNGICIDE CONC FOR FLOWERS, FRUITS & VEGETABLES 42697-37, ORTHO ELEMENTALS INSECTICIDAL SOAP 67702-21-239, SAFER BIONEEM MULTI-PURPOSE INSECTICIDE & REPELLENT CONC 70051-6-42697, SAFER BRAND INSECT KILLING SOAP CONCENTRATE II 42697-60, SAFER PRETHIRIN & INSECTICIDAL SOAP CONCENTRATE II 59913-9, BONIDE NEEM OIL CONCENTRATE 70051-2-4, BONIDE DIATOMACEOUS EARTH CRAWLING INSECT KILLER 73729-1-4, GARDEN SAFE INSECTICIDAL SOAP INSECT KILLER 67702-13-39609, GARDEN SAFE NEEM OIL EXTRACT CONC 70051-2-39620, GOGNATS LIQUID CONCENTRATE exempt 25(b), SMITE exempt 25(b), SNS 21T RTU SPIDER MITE CONTROL exempt 25(b), SAFERGRO MILDEW CURE exempt 25(b), ORTHO ELEMENTALS GARDEN DISEASE CONTROL 67702-1-239, ORTHO ELEMENTALS GARDEN INSECT KILLER 67702-6-239, ORTHO ELEMENTALS SLUG & SNAIL KILLER 67702-3-239, ORGANOCIDE 3-IN-1 GARDEN SPRAY READY TO SPRAY exempt 25(b), ORGANOCIDE 3-IN-1 GARDEN SPRAY CONCENTRATE exempt 25(b), NUKE EM exempt 25(b), NIMBIOSYS NEEM OIL 84181-2, NATURE-CIDE ALL PURPOSE INSECTICIDE exempt 25(b), MONTEREY TAKE DOWN GARDEN SPRAY-RTU 67702-6-54705, MONTEREY TAKE DOWN GARDEN SPRAY 67702-5-54705, MONTEREY NEEM OIL - RTU/ORGANIC GARDENING 70051-13-54705, MONTEREY HORTICULTURAL OIL 48813-1-54705, MONTEREY B.T. RTU/ORGANIC GARDENING 70051-113-54705, GARDEN SAFE BRAND GARDEN INSECT FOGGER 9688-319-8845, BAYER ADVANCED NATRIA INSECTICIDAL SOAP RTU 67702-21-72155, BAYER ADVANCED NATRIA NEEM OIL CONCENTRATE 70051-2-72155, BAYER ADVANCED NATRIA DISEASE CONTROL READY TO SPRAY 264-1154-72155, BAYER ADVANCED NATRIA DISEASE CONTROL READY TO USE 264-1154-72155, BAYER ADVANCED NATRIA DISEASE CONTROL RTU 695592-16-72155, AGRI-FOSS SYSTEMIC FUNGICIDE 71962-1-54705

With each batch of marijuana sold our facility will disclose in writing each soil amendment, fertilizer, and other crop production aid applied to the growing medium or marijuana plant included in the batch, including any pesticide, herbicide, or fungicide that was used and the name of the licensed marijuana testing facility that performed any required laboratory test and the results of each required laboratory test. If marijuana is shipped wholesale from a harvest batch that has not been tested for each contaminant in 3 AAC 306.475 section (e)(4), the label for that batch will include a statement identifying each contaminant listed in (e)(4) that has not been tested.

8.1 Sample Label

- Cultivator: Two Birds One Stoned
- License #: 17445
- Strain:
- Harvest Batch #: 
- METRC ID #: 
- Net Weight: 
- Gross Weight: 
- Pesticides/Fungicides/Herbicides:
  - 
- Tested By: 
- License #: 
- Testing Date: 
- Total THC: 
- Total CBD: 
- Total Cannabinoid: 
- Alaska Safety Warning: 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. 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.
8.2 Sample Label

Sample ID: 
Company: 
METRC ID: 
Transport ID: 
Harvest Name: 
Date Received: 

Moisture Content: 7.64% Strain: Tahoe OG Matrix: Dried Flower 

Total THC %: 28.04 Total CBD %: 0.07 Total Cannabinoid %: 33.43 

THCA %: 31.70 CBDA %: 0.08 
THC %: 0.24 CBD %: <0.01 
CBN %: <0.01 THCV %: 0.37 CBGA %: 0.80 
CBG %: 0.24 D-8 THC %: <0.01 CBC %: <0.01 

TERPENES RESULTS 

Alpha Pinene %: 0.08 Beta Pinene %: 0.13 Beta Myrcene %: 0.40 
Camphene %: 0.03 D 3 Carene %: <0.01 A-Terpinne %: <0.01 
P Caryene %: <0.01 Limonene %: 0.60 Ocimene %: <0.01 
G-Terpinene %: <0.01 Terpinolene %: <0.01 Linalool %: 0.12 
Isopulegol %: <0.01 Geraniol %: <0.01 B-Caryophyllene %: 0.41 
A-Humulene %: 0.15 Nerolidol %: <0.01 
A- Bisabolol %: 0.03 Guaiol %: 0.03 Total Terpene %: 2.00 

MICROBIAL RESULTS: 

Overall Result: Passed E-Coli (STEC): Passed 
Salmonella Result: Passed Aspergillus Fumigatus Result: Passed 
Aspergillus Flavus Result: Passed Aspergillus Nigre Result: Passed 

MICROSCOPE EVALUATION:
**Form MJ-07: Public Notice Posting Affidavit**

**What is this form?**

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

This form must be completed and submitted to AMCO's main office before any new or transfer 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.

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<td>Premises Address:</td>
<td>338 Ream Lane</td>
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<tr>
<td>City:</td>
<td>Fairbanks</td>
<td>State: ALASKA</td>
<td></td>
</tr>
<tr>
<td></td>
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<td>ZIP: 99712</td>
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</tbody>
</table>

### Section 2 - Certification

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

- **Start Date:** 1/04/19
- **End Date:** 1/15/19

Other conspicuous location: **Public bulletin board at Chena Hot Springs Gas Station**

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

**Signature of licensee:**

**Printed name of licensee:** Lawrence Panto

Subscribed and sworn to before me this 25 day of January, 2019.

---

[Form MJ-07] [rev 10/05/2017]
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 marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to each local government and any community council in the area of the proposed licensed premises. For an establishment located inside the boundaries of city that is within a borough, both the city and the borough must be notified.

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

**Section 1 – Establishment Information**

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</table>

**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 (LG) official(s) and community council (if applicable):

Local Government(s): **Fairbanks North Star Borough** Date Submitted: **12/2/19**

Name/Title of LG Official 1: **Marnisha Singh Planner II** Name/Title of LG Official 2: _________________

Community Council: _________________ Date Submitted: _________________

(Municipality of Anchorage and Matanuska-Susitna Borough only)

I declare under penalty of perjury on this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee _________________

Printed name of licensee _________________

Subscribed and sworn to before me this __________ day of _________________, 20__

[Form MJ-08] (rev 01/10/2018)
**Alaska Marijuana Control Board**

**Form MJ-09: Statement of Financial Interest**

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO’s main office by each proposed licensee 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.

<table>
<thead>
<tr>
<th>Licensee:</th>
<th>Dreaming Tree Farms, LLC</th>
<th>License Number:</th>
<th>17445</th>
</tr>
</thead>
<tbody>
<tr>
<td>License Type:</td>
<td>Limited Marijuana Cultivation Facility</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Doing Business As:</td>
<td>Two Birds One Stoned</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Premises Address:</td>
<td>338 Ream Lane</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>Fairbanks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>State:</td>
<td>Alaska</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ZIP:</td>
<td>99712</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Section 2 – Individual Information

Enter information for the individual licensee.

<table>
<thead>
<tr>
<th>Name:</th>
<th>Lawrence Bento</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Owner</td>
</tr>
<tr>
<td>SSN:</td>
<td>[mask]</td>
</tr>
<tr>
<td>Of Birth:</td>
<td>[mask]</td>
</tr>
</tbody>
</table>

[Form MJ-09] (rev 09/27/2018)
Section 3 – Certifications

I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.

The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

[Signature]

Notary Public in and for the State of Alaska

[Notary Seal]

My commission expires: 04/27/2021

Subscribed and sworn to before me this 25th day of January, 2019.
License Number: 17445
License Status: New
License Type: Limited Marijuana Cultivation Facility
Doing Business As: TWO BIRDS ONE STONED
Business License Number: 1108129
Designated Licensee: Lawrence Bento
Email Address: vivaGTV@gmail.com
Local Government: Fairbanks North Star Borough
Community Council:
Latitude, Longitude: 64.873000, -147.077000
Physical Address: 338 Ream Lane
Fairbanks, AK 99712
UNITED STATES

Licensee #1
Type: Entity
Alaska Entity Number: 10080983
Alaska Entity Name: Dreaming Tree Farms, LLC
Phone Number: 907-301-2166
Email Address: vivaGTV@gmail.com
Mailing Address: 338 Ream Lane
Fairbanks, AK 99712
UNITED STATES

Entity Official #1
Type: Individual
Name: Lawrence Bento
Phone Number: 907-301-2166
Email Address: vivaGTV@gmail.com
Mailing Address: 338 Ream Lane
Fairbanks, AK 99712
UNITED STATES

Note: No affiliates entered for this license.
COMMERCIAL LEASE

This Lease Agreement (this "Lease") is dated as of October 24, 2018, by and between Lawrence Bento ("Landlord"), and Dreaming Tree Farms, LLC ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant All real property located at 338 Ream Ln, Fairbanks, AK. (the "Premises") located at 338 Ream Lane, Fairbanks, AK 99712.

TERM. The lease term will begin on October 24, 2018 and will terminate on October 24, 2021.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of $1,200.00, payable in advance on the fifteenth day of each month. Lease payments shall be made to the Landlord at PO Box 80483, Fairbanks, Alaska 99708. The payment address may be changed from time to time by the Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for Marijuana Cultivation and any other related functions. In case of default by Lessee, the Lessor may not take possession or remove marijuana or marijuana product. The Alaska Marijuana Control office must be contacted immediately. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

PROPERTY INSURANCE. Tenant shall maintain casualty insurance on the Premises in an amount not less than 100% of the full replacement value. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services incurred in connection with the Premises.
TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL TAXES. Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant’s use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

**LANDLORD:**

Lawrence Bento

Fairbanks, Alaska 99712

**TENANT:**

Dreaming Tree Farms, LLC
338 Ream Lane

Received by AMCO 10.25.18
Fairbanks, AK 99712

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Alaska.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:

[Signature]

Lawrence Bento

Date: October 24, 2018

TENANT:
Dreaming Tree Farms, LLC

By: [Signature]

Date: October 24, 2018
Affidavit of Publication

UNITED STATES OF AMERICA
STATE OF ALASKA
FOURTH DISTRICT

Before me, the undersigned, a notary public, this day personally appeared Crystal Wise, 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):

January 05, 2019, January 12, 2019, January 19, 2019

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

Advertising Clerk

Subscribed to and sworn to me this 19th day of January 2019.

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

My commission expires: December 07, 2021

00009928 00048327

LGL ATTN: LAWRENCE BENTO
775 BIRCH KNOLL RD
FAIRBANKS, AK 99712
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</table>

From: Jane Preston Sawyer <jane.sawyer@alaska.gov> State of Alaska-AMCO from 10.3.202.44 on 2019-01-30 09:31

To: <kmajor@fnsb.us> <mayor@fnsb.us> <livingston@fnsb.us> <jdolan@fnsb.us>

Comments:
New limited marijuana cultivation facility - Two Birds One Stoned license 17445.
FNSB
FAIRBANKS
NORTH STAR BOROUGH

TITLE SHEET

ZP18166
Fairbanks North Star Borough
Department of Community Planning
P.O. Box 71267
Fairbanks, Alaska 99707-1267
Zoning Permit Number: 18166

General Information
Date: 9/20/2018
Applicant: BENTO LAWRENCE
Business Name: DREAMING TREE FARMS, LLC
Mailing Address: 775 BIRCH KNOLL RD, FAIRBANKS AK 99712
Property Owner: BENTO LAWRENCE
Property Description: 0223433 TL-3523 SEC 35 T1N-R3E
Existing Use: Residential
Residential
Proposed Use: Commercial
Structure: Single family residence : Cabin
Structure: Accessory structure : Shed & Outhouse
Structure: Marijuana cultivation facility, indoor small : 685 sq.ft.
Existing Use: Residential
New: -1
Existing: 1
Building Height: <35 (feet)
Stories: 1
Total Area of Structure: 685 SF
New: 192 SF
Existing: 493 SF
Lot Size: 5.00 AC

Notes: N/A
Conditions: N/A

Zoning Specifications
Existing Zone: RA-5 (100%) Flood Zone: X (100%)

Minimum Lot Size: 200,000
Front Yard Req: 35
Side Yard Req: 10
Rear Yard Req: 10

Floodplain Permit Required: No
FNSB Driveway Permit Required: No
Road Service Area Name: NONE
Parking Spaces Req: 3

The holder of this permit is the property owner or is authorized to act for the property owner and the info provided is true and complete.
The holder of this permit is required to comply with all other applicable laws, including city, borough, state and federal laws.
The holder of this permit shall submit current and accurate documents if the site plans or other application materials are changed subsequent to issuance of this permit.
This permit is appealable and the appeal must be submitted and perfected within 15 days of the date of the decision in accordance with FNSBC 18.104.090.
This permit is issued contingent upon the applicant obtaining the appropriate State of Alaska Commercial Marijuana Facility License.

Reasons: Marijuana cultivation facility, indoor small is a permitted use in the RA zone
Permit Approval: Approved
Zoning Official: Singh, M
Date: 9/20/2018
Total Cultivation Area = 354 sq. ft.

Existing Cultivation
Restricted Access Area
89 sq. ft.

Restroom
26 sq. ft.

Outdoor Lighting

Counter / Wash Station

Water Storage

Proposed Utility/Processing/Drying/Marijuana Storage Room
(Restricted Access Area
156 sq. ft.)

Existing Office/Security Room
(Restricted Access Area
83 sq. ft.)

Secured Entrance/Exit

VOIED
DATE 02/05/2019

No signature
338 Ream Ln, Fairbanks, Ak 99712
TL-3523 SEC 35 T1N-R3E
Cultivation Flower/Vegetative Rm1
89 sq. ft.

Cultivation Flower/Vegetative Rm 2
265 sq. ft.

Water Storage/Waste Tanks

Utility/Processing/Drying/Processed and Untested Marijuana Storage Room
156 sq. ft.

Office/Packaging/Surveillance Room
83 sq. ft.

Restroom
26 sq. ft.

Restricted Access Area and Licensed Premises
Areas of Ingress/Egress
Blocked and Covered Window
Outdoor Lighting
Cultivation Areas

Total Cultivation Area = 354 sq. ft.

REVISED DATE 02/05/2019
Rec'd via Amco App
Manish Singh

From: Donald Galligan
Sent: Wednesday, September 19, 2018 4:13 PM
To: Manish Singh
Subject: Lawrence BentoZoning Application

Manish:

The application from Lawrence Bento looks to establish a small marijuana growing facility. It is envisioned that there would be 3 employees, so the parking requirement would be 3 total parking spaces as the Title 18 requires 3 spaces for every 4 employees. This would be a fractional number over 2, thus rounding to the next whole space 3 spaces are required.

The site plan shows four parking spaces, do this is an adequate number for this application.

Thanks
Don

Donald C. Galligan, JR. AICP
Transportation Planner
FNSB Community Planning
dgalligan@fnsb.us
907.459.1272
MEMORANDUM

To: Fairbanks North Star Borough Assembly

From: Bryce Ward, Mayor

Date: February 14, 2019

Subject: Ordinance 2019 - 08
Abandoned Vehicles, Vehicle Impoundments and Encroachments

Attached for your approval is an ordinance updating borough code to more clearly reflect standards in state law and codify processes and standards related to:

- presumption of abandonment of vehicles
- removal of abandoned vehicles
- procedures and standards for due process hearings related to presumption of abandonment and/or impoundment of vehicles
- definitions
- fine schedules

I urge your approval of this ordinance.

Attachment: Ordinance
FAIRBANKS NORTH STAR BOROUGH

ORDINANCE NO. 2019 - 08

AN ORDINANCE AMENDING FNSBC TITLE 10 REGARDING ABANDONED VEHICLES AND VEHICLE IMPOUNDMENT, CHAPTER 12.04 FNSBC REGARDING ENCROACHMENTS, AND RELATED PORTIONS OF CHAPTER 1.20 FNSBC, FINE SCHEDULE

WHEREAS, Clarifications should be made to the Borough’s abandoned vehicle code to ensure it is interpreted in accordance with state law and due process requirements; and

WHEREAS, It is desirable to codify the process that is used upon removal of an encroachment.

NOW, THEREFORE, BE IT ORDAINED by the Assembly of the Fairbanks North Star Borough:

Section 1. Classification. This ordinance is of a general and permanent nature and shall be codified.

Section 2. Chapter 10.04 FNSBC, Abandoned Vehicles, is hereby amended as follows:

Sections:

10.04.010 Definitions.

10.04.020 Unlawful acts.

10.04.025 Presumption of abandonment

10.04.030 Removal of abandoned vehicles.

AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT
Text to be added is underlined
Text to be deleted is [BRACKETED, CAPITALIZE]
10.04.010 Definitions.

["ABANDONED VEHICLE" MEANS A VEHICLE THAT IS:

1. REGISTERED OR TITLED AS REQUIRED UNDER AS 28.10 THAT HAS BEEN LEFT UNATTENDED, STANDING, PARKED UPON OR WITHIN 10 FEET OF THE TRAVELED PORTION OF A HIGHWAY OR VEHICULAR WAY OR AREA IN EXCESS OF 48 HOURS;

2. REGISTERED OR TITLED AS REQUIRED UNDER AS 28.10 THAT REASONABLY APPEARS TO HAVE BEEN LEFT STANDING OR PARKED ON PRIVATE PROPERTY IN EXCESS OF 24 HOURS OR UPON OTHER PUBLIC PROPERTY FOR MORE THAN 30 DAYS, WITHOUT THE CONSENT OF THE OWNER OR PERSON IN CHARGE OF THE PROPERTY;

3. A WRECKED OR JUNKED VEHICLE THAT REASONABLY APPEARS TO HAVE BEEN LEFT UNATTENDED, STANDING, PARKED UPON OR WITHIN 10 FEET OF THE TRAVELED PORTION OF A HIGHWAY OR VEHICULAR WAY OR AREA IN EXCESS OF 24 HOURS; OR

4. A WRECKED OR JUNK VEHICLE THAT REASONABLY APPEARS TO HAVE BEEN LEFT STANDING OR PARKED ON PRIVATE PROPERTY OR OTHER PUBLIC PROPERTY IN EXCESS OF 24 HOURS AND WITHOUT THE CONSENT OF THE OWNER OR PERSON IN CHARGE OF THE PROPERTY.]

"Director" means the director of community planning, or [HIS]their designee.

AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT
Text to be added is underlined
Text to be deleted is [BRACKETED, CAPITALIZE]
“Highway” means the entire width between the boundary lines of every way that is publicly maintained when a part of it is open to the public for purposes of vehicular travel, including but not limited to every street, but not vehicular ways or areas.

“Junk vehicle” means a vehicle that:

1. Is not currently registered, except for a vehicle used exclusively for competitive racing;
2. Is stripped, wrecked, or otherwise inoperable due to mechanical failure;
3. Has not been repaired because of mechanical difficulties or because the cost of repairs required to make it operable exceeds the fair market value of the vehicle; or
4. Is in a condition that exhibits more than one of the following: broken glass, missing wheels or tires, missing body panels or parts, or missing drive train parts.

“Vehicle means a device in, upon, or by which a person or property may be transported or drawn upon or immediately over a highway or vehicular way or area and that is subject to registration; “vehicle” does not include (A) devices used exclusively upon stationary rails or tracks; (B) mobile homes. A vehicle includes but is not limited to, cars, trucks, motorcycles, motorbikes, three and four wheelers, and snowmachines; outboard, inboard or air boats; other recreational vehicles commonly driven; and, all trailers and semitrailers.

“Vehicular way or area” means a way, path, or area, other than a highway or private property, that is designated by official traffic control devices or customary usage and that is open to the public for purposes of pedestrian or vehicular travel, and which way or area may be restricted in use to pedestrians, bicycles, or other specific types of vehicles.
“Wrecked vehicle” means a vehicle that is disabled and cannot be used as a vehicle without substantial repair or reconstruction.

These definitions are for the purpose of this chapter only and shall not be used as definitions for language used in other chapters.

10.04.020 Unlawful acts.
A. A person may not abandon a vehicle upon a highway or vehicular way or area that is publicly dedicated to or maintained by the borough.
B. A person may not abandon a vehicle upon public property owned or managed by the borough [OR UPON PRIVATE PROPERTY WITHOUT THE CONSENT OF THE OWNER OR PERSON IN LAWFUL POSSESSION OR CONTROL OF THE PROPERTY].
C. A person who abandons a vehicle in a place specified in (A) or (B) of this section is considered responsible for the abandonment of the vehicle and is liable for the cost of its removal and disposition.
D. The lawful owner of a vehicle, as shown by the records of the Department of Administration, Division of Motor Vehicles, whether or not the owner has complied with the provisions of AS 28.10.271, is considered responsible for the abandonment of the vehicle and is liable for the cost of removal and disposition of the abandoned vehicle unless
   1. the vehicle was abandoned by a person driving the vehicle without the permission of the owner; or
   2. the identity of the person abandoning the vehicle is established and the abandonment was without the consent of the owner.
10.04.025 Presumption of abandonment.

It is presumed that a vehicle is abandoned if it is a vehicle that is:

1. Registered or titled as required under AS 28.10 that reasonably appears to have been left unattended, standing, or parked upon or within 10 feet of the traveled portion of a highway or vehicular way or area in excess of 48 hours;

2. Registered or titled as required under AS 28.10 that reasonably appears to have been left standing or parked upon public property owned or managed by the borough for more than 30 days, without the consent of the person in charge of the property;

3. A wrecked or junk vehicle that reasonably appears to have been left unattended, standing, or parked upon or within 10 feet of the traveled portion of a highway or vehicular way or area in excess of 24 hours; or

4. A wrecked or junk vehicle that reasonably appears to have been left standing or parked on public property owned or managed by the borough in excess of 24 hours and without the consent of the person in charge of the property.

10.04.030 Removal of abandoned vehicles.

A. [AN ABANDONED VEHICLE] A vehicle that is presumed abandoned may be impounded and disposed of by the director or [HIS]their designee in accordance with this chapter.

B. [NOTWITHSTANDING SUBSECTION (A) OF THIS SECTION, NO VEHICLE MAY BE REMOVED FROM PRIVATE PROPERTY WITHOUT THE WRITTEN REQUEST OR CONSENT OF THE PROPERTY OWNER OR OCCUPANT.]

B. Notice to remove an abandoned vehicle shall be given at least ten (10) days prior to removal unless the vehicle constitutes an immediate hazard to the public by reason of its condition or location, or if it impedes the regular flow of traffic or the ordinary use of the public property on which it is located. Notice shall be given by posting a copy of the notice on the vehicle stating:
(1) A description of the vehicle;
(2) The grounds for removal of the vehicle;
(3) The proposed action to be taken;
(4) Contact information for the director in order that the proposed action may be reconsidered;
(5) That the vehicle will be towed and impounded, and may be disposed of in accordance with this chapter if unclaimed.

C. A written report of removal shall be made by an employee causing a vehicle to be removed under this chapter, and the report shall be sent immediately to the Department of Administration, Division of Motor Vehicles, and to the person or entity storing the removed vehicle. The written report shall contain the description of the vehicle, the date, time, grounds, and place of removal, and the place where the vehicle is impounded.

10.04.040 Notice of impoundment.

A. As soon as practicable but not later than [WITHIN 30 DAYS OF IMPOUNDMENT, NOTICE SHALL BE GIVEN] 48 hours after removal, the director shall give notice of the impoundment by either certified mail, return receipt requested or personal service to the registered owner of record [(and to lienholders of record, if any[)] of the abandoned vehicle. [WHEN THE PERSONS INVOLVED ARE KNOWN, ADEQUATE NOTICE SHALL BE BY EITHER CERTIFIED MAIL OR PERSONAL SERVICE.] The giving of notice by mail is considered complete upon the return of the receipt or upon return of the notice as undeliverable, refused or unclaimed. If the vehicle is not registered in the state or the name and address of the registered or legal owner or lienholder cannot be ascertained, [SUCH PERSONS ARE NOT KNOWN OR CANNOT BE LOCATED THE VEHICLE SHALL BE IMPOUNDED AND ] notice shall be by publication in the manner prescribed in the rules of court for service of process by publication. The director shall
use reasonable efforts [ATTEMPT] to ascertain ownership, including but not limited to contacting the Department of Administration, Division of Motor Vehicles[FROM THE DEPARTMENT OF PUBLIC SAFETY].

B. Notice under this section shall contain:

1. The description of the vehicle;
2. The date, time, grounds and place of removal;
3. The place where the vehicle is impounded;
[3]4. An itemized statement of amounts due the borough for towing and storage and stating that such fees must be paid prior to redemption of the vehicle;
[4]5. A statement that the vehicle will be disposed of 15 days from the date notice was completed by mail or publication [MAILED OR PUBLISHED] unless the vehicle is redeemed and costs paid; and
[5]6. A statement that the owner of the vehicle may, at any time within the 15-day period, request a hearing before the director concerning whether the vehicle was [LEFT FOR THE PERIOD SPECIFIED IN FNSBC 10.04.010 OR CONCERNING THE AMOUNT DUE] abandoned in violation of this chapter.

10.04.045 Hearing

A. A request for a hearing under this chapter shall be filed with the department of community planning within 15 days of completion of the notice of impoundment.

B. The mayor or a person appointed by the mayor shall hold a hearing within 48 hours after receiving a request. During the hearing, both the owner and a borough representative shall have the opportunity to present evidence, including but not limited to the presentation of witnesses, but formal rules of evidence shall not apply.

C. A decision shall be issued in writing no later than five business days following the hearing.
D. A decision under this section is appealable to superior court in the fourth judicial district as provided by court rules for administrative appeals.

10.04.050 Disposition – Destruction.

If the director determines that an abandoned vehicle impounded pursuant to this chapter has been scrapped, dismantled or destroyed beyond repair, or [IF HE DETERMINES] that because of the age and condition of the vehicle it is no longer of significant value, [HE]it may be disposed of [IT] by crushing or other means of destruction upon the expiration of the 15-day period required by FNSBC 10.04.040.

The borough may also dispose of junk vehicles at the written request of the registered owner of the vehicle or person in lawful possession or control of the vehicle. This written request shall be on a form prescribed by the borough.

10.04.060 Disposition – Sale.

A. Upon expiration of any period to request a hearing or appeal a decision of the mayor or designee, [T]he director may sell abandoned vehicles impounded in accordance with this chapter at a public auction.

B. The public auction shall be preceded by at least 20 days’ notice of public auction posted in a newspaper of general circulation in the borough.

C. The notice of public auction shall state the description of the vehicle, date, time and place of auction, the name of the owner if known and a statement that, subject to the provisions of subsection (E) of this section, the vehicle shall be sold to the highest spot cash bidder.

D. The owner of the vehicle, upon presenting satisfactory proof of ownership, may redeem an abandoned vehicle prior to the time of sale after paying the borough towing
and storage costs and a pro rata share of the cost of the notice and other costs of
impoundment and sale.

E. A certificate of sale shall be issued for all vehicles sold at the auction. The
certificate shall stipulate that the vehicle must be titled with the Department of [PUBLIC
SAFETY]Administration, Division of Motor Vehicles before the vehicle is released to the
purchaser. Upon a showing that certificate of title has been obtained the vehicle will be
released to the purchaser. If no such showing has been made within a 20-day period
the purchase price will be returned and the vehicle may be disposed of pursuant to this
section.

10.04.070 Waiver of claims for damages.
A. An owner of an abandoned vehicle, by the act of abandonment, waives any
claims they may have for damage to or loss of their vehicle which may result
from actions taken pursuant to this chapter. Such damage or loss includes but is not
limited to accidental damage or destruction occasioned by removal transport and
storage, and acts of third parties.

B. Should a vehicle purchased at auction pursuant to FNSBC 10.04.060 be damaged
or destroyed prior to release, the purchaser’s remedy is limited to a return of the
purchase price.

Section 3. Chapter 10.08 FNSBC, Vehicle Impoundment, is hereby
repealed as follows:

[SECTIONS:
10.08.010 DEFINITION.
10.08.020 NOTIFICATION UPON IMPOUNDMENT.
10.08.030 NOTIFICATION TO RECORD OWNERS.
10.08.040 PENALTIES.

AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT
Text to be added is underlined
Text to be deleted is [BRACKETED, CAPITALIZE]
10.08.010 DEFINITION.

"IMPOUNDMENT" MEANS ANY INCIDENT IN THE FAIRBANKS NORTH STAR BOROUGH, OUTSIDE THE CITIES OF FAIRBANKS AND NORTH POLE, IN WHICH A TOWING AND STORAGE LIEN IS CREATED UNDER THE AUTHORITY OF AS 28.11. THIS STATUTE CREATES A TOWING AND STORAGE LIEN WHEN A PERSON TOWS A VEHICLE UNDER CONTRACT WITH THE OWNER OR LESSEE OF THE PROPERTY UPON WHICH THE MOTOR VEHICLE IS PARKED WITHOUT CONSENT.

10.08.020 NOTIFICATION UPON IMPOUNDMENT.


10.08.030 NOTIFICATION TO RECORD OWNERS.

A. A PERSON ENGAGED IN THE BUSINESS OF TOWING MOTOR VEHICLES SHALL NOTIFY THE RECORD OWNER AND ANY LIEN HOLDER OF RECORD OF AN IMPOUNDED VEHICLE IN WRITING BY CERTIFIED MAIL TO THE ADDRESS LISTED ON THE VEHICLE REGISTRATION NOT LATER THAN SEVEN CALENDAR DAYS AFTER A VEHICLE HAS BEEN IMPOUNDED, IF THE VEHICLE IS NOT RECLAIMED.

B. IF THE IMPOUNDED VEHICLE IS NOT REGISTERED IN ALASKA AND NO VEHICLE REGISTRATION IS FOUND IN THE IMPOUNDED VEHICLE, THEN THE NOTICE REQUIREMENT IN SUBSECTION (A) OF THIS SECTION IS EXTENDED TO 45 DAYS.

10.08.040 PENALTIES.

A. ANY PERSON VIOLATING THIS CHAPTER IS PUNISHABLE UPON CONVICTION BY A FINE OF NOT MORE THAN $300.00 FOR EACH VIOLATION.
IN ADDITION TO ANY OTHER REMEDY OR PENALTY PROVIDED BY THIS SECTION, A PERSON WHO VIOLATES A PROVISION OF THIS CHAPTER SHALL BE SUBJECT TO INJUNCTIVE RELIEF TO RESTRAIN THE PERSON FROM CONTINUING THE VIOLATION OR THREAT OF VIOLATION."

Section 4. FNSBC Chapter 12.04, PROTECTION OF PUBLIC ROADS AND AREAS, is hereby amended as follows:

Sections:
12.04.010 Definitions.
12.04.020 Purpose.
12.04.030 Encroachments prohibited.
12.04.040 Removal of encroachments.
12.04.050 Notice to remove encroachment.
12.04.060 Removal after noncompliance – Removal expense.
12.04.065 Storage after removal.
12.04.070 Applicability.
12.04.080 Hearing.

For the purposes of this chapter:
"Encroachment" means a structure, object, operation or material placed in, on, under or over a public road or dedicated public area in such a manner as to impair, impede or obstruct proper use of the public road or area; or as will affect drainage patterns that will impair, impede or obstruct proper use. Examples of possible encroachments are buildings, billboards, walls, fences, driveways, earthworks, culverts, pipe, poles, towers, gates or ditches placed so as to obstruct or impair proper use. "Encroachment" does not include minor temporary objects placed within the public road area that are not within the traveled way and not obstructing the public use.

AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT
Text to be added is underlined
Text to be deleted is [BRACKETED, CAPITALIZE]
“Public area” means land dedicated to public use for a square, park, greenbelt or recreational area.

“Public road” means a highway, road, right-of-way, street, alley, bridge, walk, trail, tunnel or similar or related facility dedicated to public use. It does not include a private road or easement.

12.04.020 Purpose.

It is the purpose of this chapter to provide for the protection of the public roads and areas of the borough as provided herein. Nothing in this chapter shall be construed to prohibit objects or activities which do not impair the proper public use of a public road or public area. By way of example, signs, mailboxes, plants, grass, etc., which are located within a public road right-of-way but which do not interfere with the proper use of the road, are not affected by this chapter.

12.04.030 Encroachments prohibited.

No person shall cause, create, maintain or expand an encroachment.

12.04.040 Removal of encroachments.

If an encroachment exists in, on, under or over a public road or area dedicated to public use, the borough may require that the encroachment be removed in the manner provided by this chapter at the expense of the owner or person in possession of the encroachment or the person causing or permitting the encroachment. The owner, occupant or person in possession of an encroachment, or any person causing or permitting an encroachment to exist shall, within 30 days after being given notice thereof, remove the encroachment. If the borough engineer determines that the encroachment is creating a hazard, [HE]the engineer may cause the immediate removal of the encroachment.
12.04.050 Notice to remove encroachment.

Notice to remove an encroachment shall be given by posting a copy of the notice on or near the encroachment and by serving a copy of the notice on the owner, occupant or person in possession of the encroachment, or to the person causing or permitting the encroachment to exist. Service of the notice may be made by certified mail. If the owner, occupant or person in possession of the encroachment, or the person causing or permitting the encroachment is unknown or cannot reasonably be found, posting of the notice shall be deemed sufficient. The notice shall describe the encroachment as to character and location; [AND] shall specify the time for removal; and, include notice that the encroachment will be removed and/or destroyed if a hearing is not requested within 30 days pursuant to this chapter.

12.04.060 Removal after noncompliance – Removal expense.

After a failure of the owner or person described in FNSBC 12.04.050 to comply with a notice demanding removal of an encroachment, the borough may remove, or cause to be removed, the encroachment, and the person shall pay the borough:

A. All expenses of removal of the encroachment;
B. All costs and expenses paid by the borough as a result of claims filed against the borough for damages due to the existence of the encroachment, if any;
C. Costs and expenses of suit, and legal interest from date any expense was incurred.

12.04.065 Storage after removal

A. When the borough summarily removes an encroachment, the borough shall store the encroachment for a period of 30 days and notify its owner of the opportunity to
retrieve the item(s), subject to the payment of storage costs and the expenses, or to request a hearing pursuant to this chapter.

B. The borough will not store removed encroachments when the encroachment is a driveway, earthwork, culvert, ditch, or other construction that, because of its nature, was necessarily destroyed during removal.

C. If the borough cannot identify the encroachment's owner after reasonable inquiry, then the borough shall publish notice of intent to dispose of the encroachment in a newspaper of general circulation at least 20 days before disposing of the encroachment. This notice shall briefly describe the item and explain how to retrieve the item(s), subject to the payment of storage costs and expenses, and of the right to request a hearing within 30 days of the notice.

12.04.070 Applicability.
The provisions of this chapter shall not apply if any of the below stated conditions exist:

A. The public road or area is located within a city or military facility;

B. The public road or area is part of the state-maintained highway system or the federal aid highway system;

C. The encroachment consists of water, sewer, electrical, telephone, television cable or steam lines permanently located by a public utility in the course of operations authorized by that utility's certificate of public convenience and necessity.

12.04.080 Hearing.

A. A request for a hearing under this chapter shall be filed with the department of community planning within 30 days of completion of notice.

B. The mayor or a person appointed by the mayor shall hold a hearing within five business days after receiving a request. During the hearing the owner and the borough
representative shall have the opportunity to present evidence, including but not limited
to the presentation of witnesses, but formal rules of evidence shall not apply.

C. A decision shall be issued in writing no later than five business days following the
hearing.

D. A decision under this section is appealable to superior court in the fourth judicial
district as provided by court rules for administrative appeals.

Section 5. FNSBC 1.20.080, Fine Schedule, is hereby amended as follows:

<table>
<thead>
<tr>
<th>Code Section</th>
<th>Offense</th>
<th>Penalty/Fine</th>
<th>Mandatory Warning Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.04.020(A)</td>
<td>Unlawful abandonment of a vehicle.</td>
<td>$300.00</td>
<td>[YES]No</td>
</tr>
<tr>
<td>(B)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.04.030</td>
<td>Causing, creating, maintaining or expanding an encroachment.</td>
<td>$300.00</td>
<td>[YES, UNLESS HEALTH AND SAFETY ISSUE]No</td>
</tr>
</tbody>
</table>

Section 6. Effective Date. This ordinance shall be effective at 5:00 p.m.
on the first borough business day following its adoption.

PASSED AND APPROVED THIS _____ DAY OF ___________, 2019.

Matt Cooper
Presiding Officer

APPROVED:

Jill S. Dolan
Borough Attorney

ATTEST:

April Trickey, CMC
Borough Clerk

AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT
Text to be added is underlined
Text to be deleted is [BRACKETED, CAPITALIZE]
FAIRBANKS NORTH STAR BOROUGH

ORDINANCE NO. 2019-09

AN ORDINANCE AMENDING FNSB CODE OF ORDINANCES TO MODIFY ANY AND ALL MASCULINE AND/OR FEMININE LANGUAGE TO GENDER NEUTRAL PRONOUNS; AND TO AMEND FNSBC 1.04.080 REGARDING GENDER

WHEREAS, Fairbanks North Star Borough Code of Ordinances (FNSB Code) currently contains mostly masculine pronouns; and

WHEREAS, All genders are created equal; and

WHEREAS, Amending the FNSB Code to include gender-neutral pronouns by eliminating any gender preference language within the FNSB Code will promote equality; and

WHEREAS, Code currently provides the clerk the authority to edit and revise future laws to avoid the use of pronouns denoting masculine or feminine gender, and revising past laws will provide for consistency throughout code.

NOW, THEREFORE, BE IT ORDAINED by the Assembly of the Fairbanks North Star Borough:

Section 1. Section 2 of this ordinance is of a permanent nature and the changes authorized herein shall be codified. Section 3 of this ordinance is of a permanent nature and shall be codified.

AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT
Text to be added is underlined
Text to be deleted is [BRACKETED, CAPITALIZED]
Section 2. Subject to final approval by the Borough Attorney and the Borough Clerk, the FNSB's codifier, Code Publishing Company, has authority to degenderize the FNSB Code and update pronouns when appropriate, including but not limited to the following:

A. Gendered subject (he, she, etc.), object (him, her, etc.), and possessive (his, hers, etc.) pronouns shall be replaced by a gender-neutral description of the pronoun referent's title of office, employment or descriptor, or, where there is no confusion, replaced by the singular “they;” that is, “he” or “she” may be replaced by “they;” “him” or “her” may be replaced by “their;” “his” or “hers” may be replaced by “theirs.” For example, where a code section refers to a “Director” all subsequent gendered pronouns shall be replaced by “the Director” or “they” in the subjective case, “that Director” or “them” in the objective case, and “the Director’s” or “their” in the possessive case.

As a further example, FNSBC 5.08.020(B) would be modified as follows:

B. A person does not gain or lose [HIS]their residence solely by reason of [HIS]the person's presence while employed in the service of the United States or of this state, or while a student of an institution or asylum at public expense, or while confined in a public prison or while residing upon an Indian or military reservation.

B. Table 1 lists commonly encountered titles of office, employment and descriptors. All gendered pronouns within the FNSB Code that refer back to a title of office, employment or descriptor found in Table 1 shall be replaced by the subjective, objective or possessive form of that title of office, employment or descriptor, as the case may be, or by the singular “they” when there is no confusion. Table 1 is non-exhaustive and may be amended from time to time.
<table>
<thead>
<tr>
<th>Gendered Terms in Existing Code</th>
<th>Common Non-Gendered Titles of Office, Employment and Descriptors</th>
</tr>
</thead>
<tbody>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Agent</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Alternate member</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Applicant</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Architect</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Assessor</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Attorney</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Board member</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Borough clerk</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Candidate</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Chief Financial Officer</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Chief officer</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Chief Procurement Officer</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Chief of staff</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Clerk</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Complainant</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Dealer</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Department director</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Deputy</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Designee</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Director</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Driver</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Employee</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Engineer</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Executive</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Guarantee</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Individual</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Inspector</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Lessee</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Lessor</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Licensee</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Lobbyist</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Manager</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Mayor</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Member</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Merchant</td>
</tr>
<tr>
<td>He, She, Him, Her, Himself, Herself</td>
<td>The Mortgagee</td>
</tr>
</tbody>
</table>
C. Each specifically gendered term identified in column A of Table 2, and which is also found within the FNSB Code, shall be replaced by the corresponding non-gendered term identified in column B. Table 2 is non-exhaustive and may be amended from time to time.

<table>
<thead>
<tr>
<th>Column A</th>
<th>Column B</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Gendered Terms Commonly Found in Existing Code</strong></td>
<td><strong>Non-Gendered Term Replacement</strong></td>
</tr>
<tr>
<td>Brother, Step-Brother, Brother-In-Law</td>
<td>Sibling, Step-Sibling, Sibling-In-Law</td>
</tr>
<tr>
<td>Chairman</td>
<td>Chair, chairperson</td>
</tr>
<tr>
<td>Fraternal</td>
<td>Social</td>
</tr>
<tr>
<td>Heirs</td>
<td>Beneficiaries</td>
</tr>
<tr>
<td>Male and female</td>
<td>People of different genders</td>
</tr>
<tr>
<td>Manmade</td>
<td>Human-made</td>
</tr>
<tr>
<td>Manpower</td>
<td>Human effort</td>
</tr>
</tbody>
</table>

**AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT**

Text to be added is **underlined**

Text to be deleted is [**BRACKETED, CAPITALIZED**]
D. The term “Assemblyperson” shall be replaced with “Assemblymember.”

Section 3. 1.04.080 Tense and number [AND GENDER]
A. Words in the present tense include the past and future tenses, and words in the future tense include the present tense.
B. Words in the singular number include the plural, and words in the plural number include the singular.
[C. WORDS OF ANY GENDER MAY, WHEN THE SENSE SO INDICATES, REFER TO ANY OTHER GENDER.]

Section 4. Effective Date. This ordinance is effective at 5:00 p.m. on the first Borough business day following its adoption.

PASSED AND APPROVED THIS _____ DAY OF _________, 2019.

Matt Cooper
Presiding Officer

ATTEST:

April Trickey, CMC
Borough Clerk

APPROVED:

Jill S. Dolan
Borough Attorney
MEMORANDUM

To: Fairbanks North Star Borough Assembly

From: Bryce Ward, Mayor

Date: February 28, 2018

Subject: Resolution No. 2019-07
Issuance of Bond Indebtedness, Authorized by the 2016 Bond Election Ordinance

Attached for your consideration is a resolution authorizing the Chief Financial Officer and the Mayor to authorize the issuance of bonds to finance some of the capital improvement projects identified in Ordinance 2016-35 which was ultimately approved by the voters at the October 4, 2016 municipal election.

During the 2016 municipal election, voters approved the issuance of general obligation bonds in an amount not to exceed $13,215,000 in order to finance multiple capital projects. Since the election, Borough Administration has determined that the Hamme Swimming Pool and Transit Garage projects are no longer practicable, and the Civic Center project needs to be delayed. Projects from the 2016 election expected to be financed through bond proceeds are expected to not exceed $11,000,000.

I urge your approval of this resolution.

Attachment: Resolution Ordinance 2016-35
FAIRBANKS NORTH STAR BOROUGH

RESOLUTION NO. 2019-07

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE BOROUGH IN A PRINCIPAL AMOUNT NOT TO EXCEED $11,000,000 TO FINANCE THE COST OF CAPITAL IMPROVEMENTS TO CERTAIN BOROUGH FACILITIES, AS AUTHORIZED BY ORDINANCE NO. 2016-35 (RATIFIED BY THE BOROUGH'S VOTERS AT AN ELECTION HELD ON OCTOBER 4, 2016); AUTHORIZING TAX LEVIES TO PAY THE PRINCIPAL THEREOF AND INTEREST THEREON; AND AUTHORIZING THE SALE OF THE BONDS TO THE ALASKA MUNICIPAL BOND BANK ON THE TERMS AND CONDITIONS PROVIDED IN THIS RESOLUTION

WHEREAS, At an election held in the Fairbanks North Star Borough (the "Borough") on October 4, 2016, the number and proportion of qualified electors of the Borough as required by law for the approval thereof voted in favor of a proposition authorizing the issuance of general obligation bonds of the Borough in an aggregate principal amount not to exceed $13,215,000 to finance all or a portion of the cost of capital improvements to certain Borough facilities (the "2016 Projects"), as authorized by Ordinance No. 2016-35 of the Borough passed on June 23, 2016 (the "2016 Election Ordinance"); and

WHEREAS, The Assembly wishes to authorize the issuance of not to exceed $11,000,000 aggregate principal amount of the bond authorization under the 2016 Election Ordinance to finance the cost of certain of the 2016 Projects; and

WHEREAS, It is in the best interest of the Borough to sell the authorized bonds to the Alaska Municipal Bond Bank (the "Bond Bank"), in a taxable and tax-exempt series, as appropriate, on the terms and conditions set forth herein and pursuant to a loan agreement for each series to be entered into by the Mayor.

By: Bryce J. Ward, Mayor
Introduced: February 28, 2019
NOW, THEREFORE, BE IT RESOLVED by the Assembly of the Fairbanks North Star Borough as follows:

Section 1. Definitions. As used in this resolution, the following words have the following meanings, unless a different meaning clearly appears from the context:

“Assembly” means the Assembly of the Borough, the general legislative authority of the Borough, as duly constituted from time to time.

“Bond Bank” means the Alaska Municipal Bond Bank, a public corporation and instrumentality of the State of Alaska, created pursuant to the provisions of Chapter 85, Title 44, Alaska Statutes, as amended.

“Bond Bank Bonds” means bonds to be issued by the Bond Bank to provide funds to be loaned to the Borough under the Loan Agreement.

“Bond Premium” means proceeds of a Bond representing an allocation of original issue premium, if any, on the Bond Bank Bonds.

“Bond Register” means the registration books for the Bonds maintained by the Registrar, for the purpose of complying with the requirements of Section 149 of the Code and listing, inter alia, the names and addresses of the Registered Owner of each Bond.

“Bonds” means, collectively, the Taxable Bond and the Tax-Exempt Bond, authorized to be issued and sold to the Bond Bank pursuant to this resolution.

“Borough” means the Fairbanks North Star Borough, a municipal corporation duly organized and existing under the Constitution and laws of the State of Alaska.

“Chief Financial Officer” means the Chief Financial Officer of the Borough or the successor to the duties of that office.

“Code” means the federal Internal Revenue Code of 1986, as amended, together with corresponding and applicable final, temporary or proposed regulations and revenue rulings issued or amended with respect thereto by the United States Treasury
Department or the Internal Revenue Service, to the extent applicable to the Tax-
Exempt Bond.

“Government Obligations” means any bonds or other obligations that, as to
principal and interest, constitute direct obligations of, or are unconditionally guaranteed
by, the United States of America.

“Loan Agreement” means the agreement by and between the Borough and the
Bond Bank to be entered into for each Bond, as authorized by Section 13 of this
resolution.

“Projects” means those 2016 Projects to be financed from proceeds of the
Bonds, as set forth in Section 2 of this resolution.

“Registrar” means the Chief Financial Officer for the purposes of registering and
authenticating the Bonds, maintaining the Bond Register, and paying principal of and
interest on the Bonds.

“Registered Owner” means the person in whose name a Bond is registered on
the Bond Register.


“SEC” means the Securities and Exchange Commission.

“Series U Account” means the bond redemption account for the Tax-Exempt
Bond authorized to be established within the Borough’s Debt Service Fund pursuant to
Section 5 of this resolution.

“Series V Account” means the bond redemption account for the Taxable Bond
authorized to be established within the Borough’s Debt Service Fund pursuant to
Section 5 of this resolution.

“Tax Certificate” means the certificate with respect to federal tax matters relating
to the Tax-Exempt Bond authorized to be executed by the Chief Financial Officer
pursuant to Section 8 of this resolution.

“Taxable Bond” means that series of the Bonds to be issued with interest that is
not intended to be excludable from gross income for federal income tax purposes, to be
designated as the Fairbanks North Star Borough, Alaska, General Obligation Bond, 2019 Series V (Taxable).

“Tax-Exempt Bond” means that series of the Bonds to be issued with interest that is intended to be excludable from gross income for federal income tax purposes, to be designated as the Fairbanks North Star Borough, Alaska, General Obligation Bond, 2019 Series U (Tax-Exempt).

“2016 Election Ordinance” means Ordinance No. 2016-35 of the Borough, passed by the Assembly on June 23, 2016, and ratified by the Borough’s voters in an election held in the Borough on October 4, 2016.

“2016 Projects” means those capital improvements to Borough facilities described in and authorized by the 2016 Election Ordinance.

Words imparting the singular number include the plural numbers and vice versa unless the context indicates otherwise. Reference to sections and other subdivisions of this resolution are to the sections and other subdivisions of this resolution as originally adopted unless expressly stated to the contrary. The headings or titles of the sections hereof, and the table of contents appended hereto, are for convenience of reference only and do not define or limit the provisions hereof.

Section 2. 2016 Projects to be Financed. The Assembly hereby finds that the Hamme Swimming Pool and Transit Garage projects authorized by the 2016 Election Ordinance are no longer practicable and that the Civic Center/Pioneer Park project needs to be delayed pending the completion of other significant work to the Civic Center. So at this time, the 2016 Projects that are expected to be financed from proceeds of the Bonds include the following: John Carlson Community Activity Center, Joy Elementary School, Juanita Helms Administration Center, Ladd Elementary School, North Pole High School, Pioneer Park Theme Park (Grounds) – Phases 1 and 2, and Pioneer Park Renovation/Preservation Projects, all as further described in the 2016 Election Ordinance (the “Projects”).
Section 3. Authorization of the Bonds. To finance costs of the Projects and to pay costs of issuance of the Bonds, as described in and authorized by the 2016 Election Ordinance and this resolution, the Borough shall now issue and sell not to exceed $11,000,000 aggregate principal amount of the general obligation bond authorization under the 2016 Election Ordinance. The Bonds shall be issued and sold to the Bond Bank in a taxable and tax-exempt series, as appropriate, in an aggregate principal amount not to exceed $11,000,000, as provided in Section 13 of this resolution. The Bonds shall be issued as a single bond representing each series, fully registered as to both principal and interest. Each Bond shall be numbered in such manner as the Registrar determines, shall be dated as of the date to be established in accordance with Section 13 hereof, and shall mature on the date or dates, bear interest at the rate or rates, and be payable on the dates and in the principal amounts to be established in accordance with Section 13 hereof. Interest on each Bond shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

Section 4. Registration, Payment and Transfer. The Chief Financial Officer will act as authenticating agent, transfer agent, paying agent and registrar for the Bonds (collectively, the “Registrar”). Both principal of and interest on the Bonds are payable in lawful money of the United States of America. Interest on the Bonds will be paid by check or draft of the Borough mailed (on the date such interest is due) to the Registered Owner or nominee at the addresses appearing on the Bond Register on the fifteenth day of the month preceding each interest payment date. Principal of the Bonds is payable upon presentation and surrender of the Bonds to the Registrar by the Registered Owner or nominee at the office of the Registrar in Fairbanks, Alaska. Notwithstanding the foregoing, if the Bonds are sold to the Bond Bank pursuant to the provisions of Section 13 of this resolution, and for so long as the Bond Bank is the owner of the Bonds, payments of principal of and interest on the Bonds will be made to the Bond Bank in accordance with the Loan Agreements.
The Bonds may be transferred only on the Bond Register maintained by the Registrar for that purpose upon the surrender thereof by the Registered Owner or nominee or his or her duly authorized agent and only if endorsed in the manner provided thereon, and thereupon a new fully registered Bond of like series, principal amount, maturity and interest rate will be issued to the transferee in exchange therefor. Upon surrender thereof to the Registrar, a Bond is interchangeable for a bond or bonds (in denominations of $5,000 or any integral multiple thereof) of an equal aggregate principal amount and of the same series, interest rates and principal payment amounts as the Bond. Such transfer or exchange will be without cost to the Registered Owner or transferee.

The Borough may deem the person in whose name a Bond is registered to be the absolute owner thereof for the purpose of receiving payment of the principal of and interest on the Bond and for any and all other purposes whatsoever.

Section 5. Prepayment. Provisions for the optional prepayment of some or all principal installments of each Bond may be established pursuant to Section 13 and set forth in a Loan Agreement. Portions of the principal amount of each Bond, in increments of $5,000 or any integral multiple of $5,000, may be prepaid.

So long as the Bond Bank is the owner of a Bond, notice of prepayment will be given according to the terms of the Loan Agreement. If the Bond Bank is not the owner of a Bond, notice of prepayment thereof will be given not less than 30 nor more than 60 days prior to the date fixed for prepayment by first class mail, postage prepaid, to the Registered Owner of the Bond at the address appearing on the Bond Register. The requirements of this section will be deemed complied with when notice is mailed as herein provided, regardless of whether it is actually received by the owner of the Bond. Each official notice of prepayment will be dated and state: (i) the prepayment date, (ii) the prepayment price or prepayment premium, if any, payable upon prepayment; (iii) if
less than all of an installment of principal is to be prepaid, the principal amount to be prepaid (which must be an integral multiple of $5,000); (iv) that the interest on the Bond, or on the principal amount thereof to be prepaid, designated for prepayment in the notice, will cease to accrue from and after the prepayment date; and (v) that on that date there will become due and payable on the Bond the principal amount thereof to be prepaid and the interest accrued on that principal amount to the prepayment date.

Section 6. Series U and Series V Accounts; Pledge of Taxation and Credit.

There has heretofore been created a special fund of the Borough known as the “Debt Service Fund” to be drawn upon for the purpose of paying the principal of and interest on general obligation bonds of the Borough. There is hereby authorized to be created within the Debt Service Fund a Series U Account (the “Series U Account”) for the purpose of tracking payments of principal of and interest on the Tax-Exempt Bond and a Series V Account (the “Series V Account”) for the purpose of tracking payments of principal of an interest on the Taxable Bond.

The taxes hereafter levied for the purpose of paying principal of and interest on the Bonds and other funds to be used to pay the Bonds will be deposited in the Series U Account and the Series V Account no later than the date such funds are required for the timely payment of principal of and interest on each Bond; provided, however, that if the payment of principal of and interest on a Bond is required prior to the receipt of such levied taxes or other funds, the Borough may make an interfund loan to the Series U Account or Series V Account, as applicable, pending actual receipt of such taxes or funds. Money in the Series U Account or Series V Account not needed to pay the interest or principal next coming due on the applicable Bond may temporarily be deposited in such institutions or invested in such obligations as may be lawful for the investment of Borough funds.
The Bonds are general obligations of the Borough. As authorized by the 2016 Election Ordinance, the full faith, credit and resources of the Borough are hereby pledged to the payment of the principal of and interest on the Bonds, and if payment of that principal and interest is not made from areawide revenues or other legally available revenues, the Borough will levy ad valorem taxes upon all taxable property in the Borough without limitation as to rate or amount to pay when due the principal of and interest on the Bonds and any bonds issued to refund the Bonds, as authorized by Alaska Statutes §§ 29.47.200(a) and 29.47.330.

Section 7. Defeasance. The Borough may issue refunding bonds under the laws of the State of Alaska or use money available from any other lawful source to pay when due the principal of and interest on a Bond, or any portion thereof included in a plan of refunding or defeasance, and to redeem and retire, refund, or defease the Bond or portion thereof and to pay costs of the refunding or defeasance.

If money or Government Obligations, or a combination of money and Government Obligations, maturing at such time or times and bearing interest to be earned thereon in amounts (together with such money, if necessary) sufficient to redeem and retire, refund or defease a Bond or a portion thereof in accordance with its terms, are set aside in a special account to effect such prepayment and retirement, and such money and the principal of and interest on the Government Obligations are irrevocably set aside and pledged for such purpose, then no further payments need be made into the Series U Account or Series V Account, as applicable, for the payment of the principal of and interest on that Bond or portion thereof so provided for, and that Bond or portion thereof will cease to be entitled to any lien, benefit or security of this resolution except the right to receive the money so set aside and pledged, and that Bond or portion thereof will be deemed not to be outstanding hereunder.

Section 8. Tax Covenants.
(a) **General.** In connection with the sale of the Bonds, the Borough will consult with its bond counsel and with bond counsel to the Bond Bank, as appropriate, to establish which of the Projects may be financed from proceeds of the Tax-Exempt Bond. The Borough covenants not to take any action, or knowingly to omit to take any action within its control, that if taken or omitted would cause the interest on the Tax-Exempt Bond to be includable in gross income, as defined in section 61 of the Code, for federal income tax purposes.

(b) **Tax Certificate.** Upon the issuance of the Tax-Exempt Bond, the Chief Financial Officer is authorized to execute a federal tax certificate (the "Tax Certificate"), which will certify to various facts and representations concerning the Tax-Exempt Bond, based on the facts and estimates known or reasonably expected on the date of its issuance, and make certain covenants with respect to the Tax-Exempt Bond as may be necessary or desirable to obtain or maintain the benefits conferred under the Code relating to tax-exempt bonds. The Tax Certificate will include a description of those Projects that may be financed from proceeds of the Tax-Exempt Bond.

The Borough covenants that it will comply with the Tax Certificate unless it receives advice from nationally recognized bond counsel or the Internal Revenue Service that certain provisions have been amended or no longer apply to the Tax-Exempt Bond.

(c) **No Special Designation.** Neither of the Bonds is a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code.

Section 9. **Lost or Destroyed Bond.** If a Bond is lost, stolen or destroyed, the Registrar may authenticate and deliver a new Bond of like series, amount, date, and tenor to the Registered Owner upon such owner's paying the expenses and charges of the Borough in connection with preparation and authentication of the replacement Bond.
and upon their filing with the Registrar evidence satisfactory to the Registrar that the Bond was actually lost, stolen or destroyed and of their ownership, and upon furnishing the Borough with indemnity satisfactory to the Registrar.

Section 10. Form of the Bonds. The Bonds will be in substantially the form set forth in Exhibit A of this resolution.

Section 11. Execution of the Bonds. The Bonds will be signed on behalf of the Borough by the manual or facsimile signature of the Mayor, will be attested by the manual or facsimile signature of the Borough Clerk, and the seal of the Borough will be impressed or imprinted thereon.

Only a Bond that bears thereon a Certificate of Authentication in the form set forth in Exhibit A hereof, manually executed by the Registrar, will be valid or obligatory for any purpose or entitled to the benefits of the 2016 Election Ordinance and this resolution. The executed Certificate of Authentication is conclusive evidence that the Bond so authenticated has been duly executed, authenticated, registered, and delivered hereunder and is entitled to the benefits of this resolution.

If any officer who has signed or attested a Bond ceases to be an officer of the Borough authorized to sign bonds before the Bond bearing that person's signature is authenticated or delivered by the Registrar or issued by the Borough, that Bond nevertheless may be authenticated, issued, and delivered and, when authenticated, issued, and delivered, will be as binding on the Borough as though that person had continued to be an officer of the Borough authorized to sign bonds. A Bond also may be signed on behalf of the Borough by any person who, on the actual date of signing of the Bond, is an officer of the Borough authorized to sign bonds, although that person did not hold the required office on the date of issuance of the Bond.
Section 12. Application of Bond Proceeds. In accordance with the 2016 Election Ordinance and this resolution, proceeds of the Bonds will be applied, as follows:

(a) The accrued interest on the Tax-Exempt Bond, if any, to the date of delivery will be deposited in the Series U Account and used to pay a portion of interest on the Tax-Exempt Bond on the first interest payment date; and

(b) The accrued interest on the Taxable Bond, if any, to the date of delivery will be deposited in the Series V Account and used to pay a portion of interest on the Taxable Bond on the first interest payment date; and

(c) The remaining proceeds of the Tax-Exempt Bond (including Bond Premium in an amount that, together with the principal amount of the Bonds, does not exceed the available authorization under the 2016 Election Ordinance) will be deposited in the Capital Projects Fund and used to pay costs of those Projects described in the Tax Certificate as eligible to be financed from proceeds of the Tax-Exempt Bond and costs of issuance of the Tax-Exempt Bond, all as authorized by the 2016 Election Ordinance and this resolution; provided, however, that the balance of any Bond Premium not deposited into the Capital Projects Fund and exceeding the costs of issuing the Tax-Exempt Bond will be deposited in the Series U Account.

(d) The remaining proceeds of the Taxable Bond (including Bond Premium in an amount that, together with the principal amount of the Bonds, does not exceed the available authorization under the 2016 Election Ordinance) will be deposited in the Capital Projects Fund and used to pay costs of any of the Projects and costs of issuance of the Bonds, all as authorized by the 2016 Election Ordinance and this resolution; provided, however, that the balance of any Bond Premium not deposited into the Capital Projects Fund and exceeding the costs of issuing the Taxable Bond will be deposited in the Series V Account.
As provided in the 2016 Election Ordinance, notwithstanding any provision of FNSBC 8.40.010 that may be to the contrary, (i) any balance of Bond proceeds remaining in the Capital Projects Fund after the actual completion of the Projects to which such proceeds are allocated may be expended for another of the 2016 Projects, subject to Alaska Department of Education approval, if necessary, and to any limitations applicable to proceeds of the Tax-Exempt Bond, as provided in the Tax Certificate; and (ii) after the actual completion of all the 2016 Projects, the remaining balance of the Bond proceeds will be transferred to the Debt Service Fund, except as otherwise provided by the 2016 Election Ordinance.

Money in the Capital Projects Fund may be invested as permitted by law. All interest earned and profits derived from such investments will be retained in and become a part of the Capital Projects Fund.

Section 13. Sale of the Bonds. The Chief Financial Officer, Mayor, and other authorized officers of the Borough are authorized to complete the sale of the Bonds to the Bond Bank on terms and conditions consistent with the 2016 Election Ordinance, this resolution, and a loan agreement for each series of the Bonds in substantially the form set forth as Exhibit B attached to this resolution. In consultation with the Borough’s bond counsel and bond counsel to the Bond Bank, as appropriate, the bonds may be issued in two series, the Taxable Bond and the Tax-Exempt Bond. Those Projects that may be financed from proceeds of the Tax-Exempt Bond will be described in the Tax Certificate, as provided in Section 8(b) of this resolution. Following the sale of the Bond Bank Bonds, the terms and conditions of the Bonds, including any series designation, principal amount, date, principal installment payment schedule, interest rates, and prepayment provisions for each Bond, all as provided for in this resolution, will be set forth in each Loan Agreement, subject to the Mayor’s
approval, which approval will be conclusively evidenced by his signing and delivering the Loan Agreements to the Bond Bank.

Section 14. Ongoing Disclosure. The Borough acknowledges that, under Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), the Borough may now or in the future be an "obligated person" with respect to the Bond Bank Bonds. In accordance with the Rule and as the Bond Bank may require, the Borough will undertake to provide certain annual financial information and operating data as may be set forth in the Loan Agreement.

Section 15. General Authorization; Prior Acts. The Mayor, Borough Attorney, Chief Financial Officer, and Borough Clerk and any other appropriate officers of the Borough are each hereby authorized and directed to take such steps, to do such other acts and things, and to execute such letters, certificates, agreements, papers, financing statements, assignments, or instruments as in their judgment may be necessary, appropriate or desirable to carry out the terms and provisions of, and complete the transactions contemplated by, this resolution. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 16. Severability. If any one or more of the covenants or agreements provided in this resolution to be performed on the part of the Borough are declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, will be null and void and will be deemed separable from the remaining covenants and agreements of this resolution and will in no way affect the validity of the other provisions of this resolution or of the Bonds.
Section 17. Effective Date. This resolution will become effective immediately upon its adoption by the Assembly.

PASSED AND APPROVED THIS _____ DAY OF __________, 2019.

Matt Cooper
Presiding Officer

ATTEST:

APPROVED:

April Trickey, CMC
Borough Clerk

Jill S. Dolan
Borough Attorney
EXHIBIT A

FORM OF THE BONDS

NO. R-__

$____

UNITED STATES OF AMERICA
STATE OF ALASKA

FAIRBANKS NORTH STAR BOROUGH
GENERAL OBLIGATION BOND, 2019 SERIES [U (TAX-EXEMPT)/V (TAXABLE)]

INTEREST RATES: (See Below)

FINAL MATURITY DATE:

REGISTERED OWNER: ALASKA MUNICIPAL BOND BANK
PRINCIPAL AMOUNT: _______________ DOLLARS

The Fairbanks North Star Borough, Alaska (the "Borough"), a municipal corporation organized and existing under and by virtue of the laws and Constitution of the State of Alaska, hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, the principal amount specified above, in installments payable as set forth below, together with interest on such installments from the date hereof or the most recent date to which interest has been paid or duly provided for, at the interest rates set forth below, on ______, 20__, and on each ______ 1 and _____ 1 thereafter until payment of the principal sum has been made or duly provided for.

<table>
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<tr>
<th>Principal Installment Payment Year</th>
<th>Principal Installment Amount</th>
<th>Interest Rate</th>
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<td>(______ 1)</td>
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Both principal of and interest on this bond are payable in lawful money of the United States of America. Installments of principal of and interest on this bond are payable by check or draft of the Borough (the "Registrar") mailed on the date such interest is due to the Registered Owner at the address appearing on the Bond Register as of the fifteenth day of the month preceding the interest payment date. The final installment of principal of and interest on this bond will be paid to the Registered Owner upon presentation and surrender of this bond at the office of the Borough's Chief Financial Officer, as Registrar (the "Registrar"). Notwithstanding the foregoing, so long as the Bond Bank is the Registered Owner of this bond, payments of principal of and interest on this bond will be made to the Bond Bank in accordance with the Loan Agreement.

This bond was authorized by Ordinance No. 2016-35 of the Borough (the "2016 Election Ordinance"), which was ratified by the voters of the Borough, and issued pursuant to Resolution No. 2019-____, adopted by the Assembly on _______ 2019 (the "Bond Resolution"), to finance capital improvements to certain Borough facilities. Capitalized terms used in this bond and not otherwise defined herein have the meanings given those terms in the Bond Resolution.

Principal installments of this bond are subject to prepayment as provided in the Bond Resolution and Loan Agreement.

This bond is a general obligation of the Borough. As authorized by the 2016 Election Ordinance and the Bond Resolution, the full faith, credit and resources of the Borough are pledged to the payment of the principal of and interest on this bond, and if payment of that principal and interest is not made from area-wide revenues or other legally available revenues, the Borough will levy ad valorem taxes upon all taxable property in the Borough without limitation as to rate or amount to pay when due the principal of and interest on this bond.

The pledge of tax levies for payment of principal of and interest on this bond may be discharged prior to maturity of this bond by making provision for the payment thereof on the terms and conditions set forth in the Bond Resolution and the Loan Agreement.

This bond will not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication hereon has been manually signed by the Registrar.

It is hereby certified and declared that this bond is issued pursuant to and in strict compliance with the Constitution and laws of the State of Alaska and the ordinances and resolutions of the Borough, that all acts, conditions and things required to be done precedent to and in the issuance of this bond have happened, been done and performed, and that this bond does not exceed any Constitutional or statutory limitations.

IN WITNESS WHEREOF, the Fairbanks North Star Borough has caused this bond to be signed on behalf of the Borough with the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Borough Clerk, and the seal of the Borough to be imprinted or impressed hereon, as of this ___ day of ____________, 2019.

FAIRBANKS NORTH STAR BOROUGH

By __________________________

Mayor

A-2

194
CERTIFICATE OF AUTHENTICATION

Date of Authentication: __________

This is the Fairbanks North Star Borough, Alaska, General Obligation Bond, 2019 Series {U (Tax-Exempt/V (Taxable)}, dated __________, 2019, as described in the Bond Resolution.

/s/
Chief Financial Officer, Fairbanks North Star Borough, as Registrar

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto ________

PLEASE INSERT SOCIAL SECURITY OR TAXPAYER IDENTIFICATION NUMBER OF TRANSFEREE

(Please print or typewrite name and address, including zip code of Transferee)

the within bond and all rights thereunder and does hereby irrevocably constitute and appoint ________ of ________, or its successor, as agent to transfer said bond on the books kept by the Registrar for registration thereof, with full power of substitution in the premises.

DATED: __________, ________.

SIGNATURE GUARANTEED:

NOTE: The signature of this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.
EXHIBIT B

FORM OF LOAN AGREEMENT

THIS LOAN AGREEMENT, dated the ___ day of __________ 20__ (the “Loan Agreement”), between the Alaska Municipal Bond Bank (the “Bank”), a body corporate and politic constituted as an instrumentality of the State of Alaska (the “State”) exercising public and essential governmental functions, created pursuant to the provisions of Chapter 85, Title 44, Alaska Statutes, as amended (the “Act”), having its principal place of business at Juneau, Alaska, and the __________, Alaska, a duly constituted ________ [city] [borough] of the State (the “[City] [Borough]”):

WITNESSETH:

WHEREAS, pursuant to the Act, the Bank is authorized to issue bonds and make loans of money (the “Loan” or “Loans”) to governmental units; and

WHEREAS, the [City] [Borough] is a “Governmental Unit” as defined in the General Bond Resolution of the Bank hereinafter mentioned and was authorized to accept a Loan from the Bank, evidenced by its municipal bond; and

WHEREAS, the [City] [Borough] desires to borrow money from the Bank in the amount not to exceed $_______ and has submitted an application to the Bank for a Loan in the amount not to exceed $_______; and

WHEREAS, the [City] [Borough] has duly authorized the issuance of its fully registered bond in the principal amount of $_______ (the “Municipal Bond”), which Municipal Bond is to be purchased by the Bank as evidence of and security for the [City’s][Borough’s] obligation to repay the Loan in accordance with this Loan Agreement; and

WHEREAS, the application of the [City] [Borough] contains the information requested by the Bank; and

WHEREAS, to provide for the issuance of bonds of the Bank to obtain from time to time money with which to make, and/or to refinance Loans, the Board of Directors of the Bank (the “Board”) has adopted its General Obligation Bond Resolution on July 13, 2005 (as amended, the “General Bond Resolution”); and

WHEREAS, the Board approved certain modifications to the General Bond Resolution, effective on the date when all bonds issued under the terms of the General Bond Resolution, prior to February 19, 2013, cease to be outstanding; and

WHEREAS, on __________, 2019, the Board adopted Series Resolution No. 20__-__ (the “Series Resolution” and together with the General Bond Resolution, the “Bond Resolution”), authorizing the Bank to, among other things, issue the Bank’s General Obligation Bonds, 2019 Series _____ (the “2019 Series _____ Bonds”), make the Loan to the [City][Borough] and purchase the [City’s][Borough’s] Municipal Bond.
NOW, THEREFORE, the parties agree as follows:

1. The Bank hereby makes the Loan, and the [City] [Borough], hereby accepts the Loan in the principal amount of $_______. As evidence of the Loan made to the [City] [Borough] and such money borrowed from the Bank by the [City] [Borough], the [City] [Borough] hereby agrees to sell to the Bank the Municipal Bond in the principal amount, with the principal installment payments, and bearing interest from its date at the rate or rates per annum, stated in Exhibit A.

2. The [City] [Borough] represents that it has duly adopted or will adopt all necessary ordinances or resolutions, including [Ordinance] [Resolution] No. _______, adopted on ________, 20____ (the “[City] [Borough] [Ordinance] [Resolution]”). The [City][Borough] further represents to the Bank that the [City][Borough] has taken or will take all other proceedings required by law to enable it to enter into this Loan Agreement and to issue its Municipal Bond to the Bank and that the Municipal Bond will constitute [a general obligation bond, secured by the full faith and credit] [a revenue bond, secured by a special and limited obligation] of the [City] [Borough], all duly authorized by the [City] [Borough] [Ordinance] [Resolution].

The [City][Borough] represents that the [City][Borough] [Resolution] [Ordinance] is in full force and effect and has not been amended, supplemented or otherwise modified, other than as may have been previously certified by the [City][Borough] to the Bank.

3. Subject to any applicable legal limitations, the amounts to be paid by the [City] [Borough] pursuant to this Loan Agreement representing interest due on its Municipal Bond (the “Municipal Bond Interest Payments”) shall be computed at the same rate or rates of interest borne by the corresponding maturities of the bonds sold by the Bank in order to obtain the money with which to make the Loan and to purchase the Municipal Bond (the “Loan Obligations”) and shall be paid by the [City] [Borough] [for revenue obligations in monthly installments] at least seven (7) Business Days before the Interest Payment Date to provide funds sufficient to pay interest as the same becomes due on the Loan Obligations.

4. The amounts to be paid by the [City] [Borough] pursuant to this Loan Agreement representing principal due on its Municipal Bond (the “Municipal Bond Principal Payments”), shall be paid [for revenue obligations, in monthly installments on the dates and in amounts sufficient] to provide at least seven (7) Business Days before the payment date stated in the Municipal Bond funds sufficient to pay the principal of the Loan Obligations as the same matures based upon the maturity schedule stated in Exhibit A.

5. In the event the amounts referred to in Sections 3 and 4 hereof to be paid by the [City] [Borough] pursuant to this Loan Agreement are not made available at any time specified herein, the [City] [Borough] agrees that any money payable to it by any department or agency of the State may be withheld from it and paid over directly to the Trustee acting under the General Bond Resolution, and this Loan Agreement shall be full warrant, authority and direction to make such payment upon notice to such department or agency by the Bank, with a copy provided to the [City] [Borough], as provided in the Act.
6. In the event that all or a portion of the Loan Obligations have been refunded and the interest rates the Bank is required to pay on its refunding bonds in any year are less than the interest rates payable by the [City] [Borough] on the Municipal Bond for the corresponding year pursuant to the terms of the Municipal Bond, then both the Municipal Bond Interest Payments and the Municipal Bond Principal Payments will be adjusted in such a manner that (i) the interest rate paid by the [City] [Borough] on any principal installment of the Municipal Bond is equal to the interest rate paid by the Bank on the corresponding principal installment of the Bank's refunding bonds and (ii) on a present value basis the sum of the adjusted Municipal Bond Interest Payments and Municipal Bond Principal Payments is equal to or less than the sum of the Municipal Bond Interest Payments and Municipal Bond Principal Payments due over the remaining term of the Municipal Bond as previously established under this Loan Agreement. In the event of such a refunding of the Loan Obligations, the Bank shall present to the [City] [Borough] for the [City's] [Borough's] approval, a revised schedule of principal installment amounts and interest rates for the Municipal Bond. If approved by the [City] [Borough] the revised schedule shall be attached hereto as Exhibit A and incorporated herein in replacement of the previous Exhibit A detailing said principal installment amounts and interest rates.

7. The [City] [Borough] is obligated to pay to the Bank Fees and Charges. Such Fees and Charges actually collected from the [City] [Borough] shall be in an amount sufficient, together with the [City's] [Borough's] Allocable Proportion (as defined below) of other money available therefor under the provisions of the Bond Resolution, and other money available therefor, including any specific grants made by the United States of America or any agency or instrumentality thereof or by the State or any agency or instrumentality thereof and amounts applied therefor from amounts transferred to the Operating Fund pursuant to Section 606 of the General Bond Resolution:

(a) to pay, as the same become due, the [City’s] [Borough’s] Allocable Proportion of the Administrative Expenses of the Bank; and

(b) to pay, as the same become due, the [City’s] [Borough’s] Allocable Proportion of the fees and expenses of the Trustee and paying agent for the Loan Obligations.

The [City’s] [Borough’s] Allocable Proportion as used herein shall mean the proportionate amount of the total requirement in respect to which the term is used determined by the ratio that the principal amount of the Municipal Bond outstanding bears to the total of all Loans then outstanding to all Governmental Units under the General Bond Resolution, as certified by the Bank. The waiver by the Bank of any fees payable pursuant to this Section 7 shall not constitute a subsequent waiver thereof.

8. The [City] [Borough] is obligated to make the Municipal Bond Principal Payments scheduled by the Bank. The first such Municipal Bond Principal Payment is due at least seven (7) Business Days prior to each date indicated in Exhibit A, and thereafter on the anniversary thereof each year. The [City] [Borough] is obligated to make the Municipal Bond Interest Payments scheduled by the Bank on a semi-annual basis commencing seven (7) Business Days prior to each date indicated in Exhibit A, and to pay any Fees and Charges imposed by the Bank within 30 days after receiving the invoice of the Bank therefor.
9. The Bank shall not sell and the [City] [Borough] shall not redeem prior to maturity any portion of the Municipal Bond in an amount greater than the related Loan Obligations which are then outstanding and which are then redeemable, and in the event of any such sale or redemption, the same shall be in an amount not less than the aggregate of (i) the principal amount of the Municipal Bond (or portion thereof) to be redeemed, (ii) the interest to accrue on the Municipal Bond (or portion thereof) to be redeemed to the next redemption date thereof not previously paid, (iii) the premium, if any, payable on the Municipal Bond (or portion thereof) to be redeemed, and (iv) the cost and expenses of the Bank in effecting the redemption of the Municipal Bond (or portion thereof) to be redeemed. The [City] [Borough] shall give the Bank at least 30 days' prior written notice of the [City’s][Borough’s] intention to redeem its Municipal Bond.

In the event the Loan Obligations with respect to which the sale or redemption prior to maturity of such Municipal Bond is being made have been refunded and the refunding bonds of the Bank issued for the purpose of refunding such Loan Obligations were issued in a principal amount in excess of or less than the principal amount of the Municipal Bond remaining unpaid at the date of issuance of such refunding bonds, the amount which the [City] [Borough] shall be obligated to pay or the Bank shall receive under item (i) above shall be the principal amount of such refunding bonds outstanding.

In the event all or a portion of the Loan Obligations have been refunded and the interest the Bank is required to pay on the refunding bonds is less than the interest the Bank was required to pay on the Loan Obligations, the amount which the [City] [Borough] shall be obligated to pay or the Bank shall receive under item (ii) above shall be the amount of interest to accrue on such refunding bonds outstanding.

In the event all or a portion of the Loan Obligations have been refunded, the amount which the [City] [Borough] shall be obligated to pay or the Bank shall receive under item (iii) above, when the refunded Loan Obligations or portion thereof are redeemed, shall be the premium, if any, on the Loan Obligations to be redeemed.

Nothing in this Section shall be construed as preventing the [City] [Borough] from refunding the Municipal Bond in exchange for a new Municipal Bond in conjunction with a refunding of all or a portion of the Loan Obligations.

10. Simultaneously with the delivery of the Municipal Bond to the Bank, the [City] [Borough] shall furnish to the Bank evidence satisfactory to the Bank which shall set forth, among other things, that the Municipal Bond will constitute a valid and binding [general obligation] [special and limited obligation] of the [City] [Borough], secured by the [full faith and credit] [revenue of the _______] of the [City] [Borough].

11. Invoices for payments under this Loan Agreement shall be addressed to the [City] [Borough], Attention: _______, _______, _______, Alaska 99 __. The [City] [Borough] shall give the Bank and the corporate trust office of the Trustee under the General Bond Resolution at least 30 days’ prior written notice of any change in such address.
12. [The [City] [Borough] hereby agrees that it shall fully fund, at the time of loan funding, its debt service reserve fund (in an amount equal to $ __________) which secures payment of principal and interest on its Municipal Bond, that such fund shall be held in the name of the [City] [Borough] with the Trustee, and that the yield on amounts held in such fund shall be restricted to a yield not in excess of ________ percent. (Applies to revenue bonds only.)]

13. [Rate covenant and other covenant language – if applicable.]

14. The [City] [Borough] hereby agrees to keep and retain, until the date six years after the retirement of the Municipal Bond, or any bond issued to refund the Municipal Bond, or such longer period as may be required by the [City’s] [Borough’s] record retention policies and procedures, records with respect to the investment, expenditure and use of the proceeds derived from the sale of its Municipal Bond, including without limitation, records, schedules, bills, invoices, check registers, cancelled checks and supporting documentation evidencing use of proceeds, and investments and/or reinvestments of proceeds. The [City] [Borough] agrees that all records required by the preceding sentence shall be made available to the Bond Bank upon request.

15. Prior to payment of the amount of the Loan or any portion thereof, and the delivery of the Municipal Bond to the Bank or its designee, the Bank shall have the right to cancel all or any part of its obligations hereunder if:

   (a) Any representation, warranty or other statement made by the [City] [Borough] to the Bank in connection with its application to the Bank for a Loan shall be incorrect or incomplete in any material respect.

   (b) The [City] [Borough] has violated commitments made by it in the terms of this Loan Agreement.

   (c) The financial position of the [City] [Borough] has, in the opinion of the Bank, suffered a materially adverse change between the date of this Loan Agreement and the scheduled time of delivery of the Municipal Bond to the Bank.

16. The obligation of the Bank under this Loan Agreement is contingent upon delivery of its General Obligation Bonds, 20 _____ Series _____ and receipt of the proceeds thereof.

17. The [City] [Borough] agrees that it will provide the Bank with written notice of any default in covenants under the [City] [Borough] [Ordinance] [Resolution] within thirty (30) days after the date thereof.

18. The [City] [Borough] agrees that it shall file, on an annual basis, its annual financial statements with the Municipal Securities Rulemaking Board not later than two hundred ten (210) days after the end of each fiscal year of the [City] [Borough] for so long as the Municipal Bond remains outstanding. The [City] [Borough] further agrees that filings under this Section 18 shall be made in connection with CUSIP Nos. 01179P, 011798 and 01179R. Additional or alternate CUSIP number(s) may be added from time to time by written notice from the Bank to the [City] [Borough]. The [City] [Borough] agrees that if it shall receive from the
Bank CUSIP number(s) in addition to those set forth in this Section then it shall thereafter make its filings using both CUSIP numbers herein stated and any additional CUSIP number(s).

19. The [City] [Borough] agrees that it shall not take, or omit to take, any action lawful and within its power to take, which action or omission would cause interest on the Municipal Bond to become subject to federal income taxes in addition to federal income taxes to which interest on such Municipal Bond is subject on the date of original issuance thereof.

The [City] [Borough] shall not permit any of the proceeds of the Municipal Bond, or any facilities financed with such proceeds, to be used in any manner that would cause the Municipal Bond to constitute a “private activity bond” within the meaning of Section 141 of the Code.

The [City] [Borough] shall make no use or investment of the proceeds of the Municipal Bond that will cause the Municipal Bond to be an “arbitrage bond” under Section 148 of the Code. So long as the Municipal Bond is outstanding, the [City] [Borough], shall comply with all requirements of Section 148 of the Code and all regulations of the United States Department of Treasury issued thereunder, to the extent that such requirements are, at the time, applicable and in effect. The [City] [Borough] shall indemnify and hold harmless the Bank from any obligation of the [City] [Borough] to make rebate payments to the United States under said Section 148 arising from the [City’s] [Borough’s] use or investment of the proceeds of the Municipal Bond.

20. Upon request of the Bank, the [City] [Borough] agrees that if its bonds constitute ten percent (10%) or more of the outstanding principal of municipal bonds held by the Bank under its General Bond Resolution, it shall execute a continuing disclosure agreement prepared by the Bank for purposes of Securities and Exchange Commission Rule 15c2-12, adopted under the Securities and Exchange Act of 1934.

21. The [City] [Borough] agrees that if its bonds constitute ten percent (10%) or more of the outstanding principal of municipal bonds held by the Bank under its General Bond Resolution it shall provide the Bank for inclusion in future official statements, upon request, financial information generally of the type included in Appendix D of the Bank’s Official Statement, dated __________, 20__, under the heading “Summary of Borrowers Representing 10% or More of Outstanding Bonds Issued Under the 2005 General Bond Resolution,” attached hereto as Exhibit B.

22. If any provision of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

23. This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as are necessary, to give effect to the terms of this Loan Agreement.

24. No waiver by either party of any term or condition of this Loan Agreement shall be deemed or construed as a waiver of any other term or condition hereof, nor shall a waiver of any breach of this Loan Agreement be deemed to constitute a waiver of any subsequent breach,
whether of the same or of a different section, subsection, paragraph, clause, phrase or other provision of this Loan Agreement.

25. In this Loan Agreement, unless otherwise defined herein, all capitalized terms which are defined in Article I of the General Bond Resolution shall have the same meanings, respectively, as such terms are given in Article I of the General Bond Resolution.

26. This Loan Agreement shall remain in full force and effect so long as the Municipal Bond remains outstanding.

27. This Loan Agreement merges and supersedes all prior negotiations, representations and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Loan Agreement as of the date first set forth above.

ALASKA MUNICIPAL BOND BANK

By: __________________________
    DEVEN J. MITCHELL
    Executive Director

[CITY] [BOROUGH] OF ______________, ALASKA

By: __________________________

It's: __________________________
EXHIBIT A

$  
[City] [Borough], Alaska  
[General Obligation] [Revenue] Bond, 20___  
(the “Municipal Bond”)

<table>
<thead>
<tr>
<th>Due date</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>(_______ 1)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Principal installments shall be payable on _______ 1 in each of the years, and in the amounts set forth above. Interest on the Municipal Bond shall be payable on _______1, 20__, and thereafter on _________ 1 and _________ 1 of each year.

[Prepayment Provisions: The Municipal Bond principal installments are not subject to prepayment prior to maturity.]

Optional Prepayment: The Municipal Bond principal installments due on or after _________ 1, 20__ are subject to prepayment in whole or in part at the option of the [City] [Borough] on any date on or after _________ 1, 20__, at a price of 100% of the principal amount thereof to be prepaid, plus accrued interest to the date of prepayment.
EXHIBIT B

[Information from Appendix D of the Bank’s Official Statement to be inserted]
CERTIFICATE

I, the undersigned, duly chosen, qualified and acting Borough Clerk of the Fairbanks North Star Borough, Alaska (the “Borough”) and keeper of the records of the Assembly of the Borough (the “Assembly”), DO HEREBY CERTIFY:

1. That the attached is a true and correct copy of Resolution No. 2019-____ of the Assembly (the “Resolution”), as finally adopted at a regular meeting of the Assembly held on February 28, 2019, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum of the Assembly was present throughout the meeting and a legally sufficient number of members of the Assembly voted in the proper manner for the passage of the Resolution; that all other requirements and proceedings incident to the proper passage of said Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ______, 2019.

_________________________
Borough Clerk
Fairbanks North Star Borough
ORDINANCE NO. 2016-35

AN ORDINANCE OF THE FAIRBANKS NORTH STAR BOROUGH
AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION
BONDS OF THE BOROUGH IN AN AMOUNT NOT TO EXCEED
$13,215,000 TO FINANCE ALL OR PART OF THE COST OF A PLAN
OF CAPITAL MAINTENANCE OF CERTAIN BOROUGH
FACILITIES; AND PROVIDING FOR SUBMISSION TO THE
BOROUGH’S VOTERS, AT AN ELECTION TO BE HELD ON
OCTOBER 4, 2016, OF A PROPOSITION APPROVING THE PLAN,
APPROVING THIS ORDINANCE, AND RATIFYING THE
AUTHORIZATION OF BONDS.

WHEREAS, the Fairbanks North Star Borough (the “Borough”) Assembly (the
“Assembly”) has approved a plan of capital maintenance of certain Borough facilities, including
improvements requested by the Fairbanks North Star Borough School Board (as further
described herein, the “Projects”); and

WHEREAS, the Assembly has determined that the plan for the Projects and the
question of incurring debt and issuing bonds to finance costs of the Projects should be placed
before the Borough’s voters for their ratification or rejection at the regular Borough election to
be held on October 4, 2016;

NOW, THEREFORE, BE IT ORDAINED by the Assembly of the Fairbanks
North Star Borough:

Section 1. Classification. This ordinance is not of a permanent and general
nature and will not be codified.

Section 2. Authorization. The Assembly authorizes the issuance of general
obligation bonds of the Borough in a total principal amount not to exceed $13,215,000 (the
"Bonds") to pay costs of the Projects, as more particularly described in Section 9 of this ordinance, and to pay the costs of issuing the Bonds. The full faith, credit and resources of the Borough are pledged to the payment of the principal of and interest on the Bonds when issued, and if payment of that principal and interest is not made from areawide revenues or other funds legally available to the Borough, the Borough will levy ad valorem taxes on all taxable property in the Borough without limitation as to rate or amount to pay when due the principal of and interest on the Bonds and any bonds issued to refund the Bonds, as authorized by Alaska Statutes §§ 29.47.200(a) and 29.47.330.

Section 3. Election and Proposition. At the election to be held in the Borough on October 4, 2016, the Borough will submit to the Borough’s qualified voters a proposition approving this ordinance and the Projects and ratifying the authorization of the Bonds to pay costs of the Projects. The Assembly authorizes and directs the Borough Clerk to do all things necessary to conduct the election. The proposition to be submitted will be in substantially the following form:

PROPOSITION 1

$13,215,000
General Obligation Bonds for Plan of Capital Maintenance

Shall Ordinance No. 2016-35 be approved; shall the plan of capital maintenance of Borough facilities as described in that ordinance be approved (which plan includes capital improvements to the Borough’s schools, park and recreation facilities, and other Borough facilities); and shall the Fairbanks North Star Borough incur debt and issue general obligation bonds in a principal amount not to exceed $13,215,000 to pay costs of the plan, all as authorized by Ordinance No. 2016-35?

BONDS Yes ☐

BONDS No ☐
Information on Plan of Capital Maintenance

Estimated Costs

Construction, acquisition, renovation, maintenance, and associated project costs of the plan $ 13,215,000
Estimated bond interest 4,219,426
**Estimated total cost of plan, including bond interest** $ 17,434,426

**Estimated additional annual operating and maintenance costs** $ 0

Property tax impacts:
- Approximate amount that will be due in annual taxes on $100,000 in assessed value to retire this debt $ 10.47

Section 4. Appropriation and Reimbursement. If the issuance of the Bonds is ratified at the election authorized by this ordinance, so much of the total authorization as may be necessary is hereby appropriated from the general fund and other funds of the Borough to carry out the provisions of this ordinance, including paying costs of the Projects and costs related to the issuance and sale of the Bonds. The amounts expended under the appropriation made in this section shall be reimbursed to those funds from the proceeds of sale of the Bonds or the bond anticipation notes authorized by Section 7 of this ordinance. The Assembly hereby declares that this section constitutes a declaration of the Borough’s intent to reimburse those funds from proceeds of tax-exempt bonds within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

Section 5. Capital Projects Fund. There has heretofore been created a fund of the Borough known as the “Capital Projects Fund.” If the issuance of the Bonds is ratified at the election authorized by this ordinance, there shall be deposited into the Capital Projects Fund the proceeds of those Bonds (except accrued interest, if any, which shall be deposited into the Debt Service Fund), proceeds of any bond anticipation notes that may be issued pursuant to Section 7 of this ordinance, and the earnings from the investment of the proceeds of those Bonds and notes. Notwithstanding any provision of FNSBC 3.55.010 that may be to the contrary, (i) any balance of Bond proceeds remaining in the Capital Projects Fund after the actual completion of any
voter-approved Project may be expended for another voter-approved Project; and (ii) except as
provided in Section 9 of this ordinance, after the actual completion of the construction of all
voter-approved Projects, the remaining balance of such proceeds shall be transferred to the Debt
Service Fund. For the purpose of reimbursing funds expended prior to the issuance of the Bonds,
paying costs of issuance and costs of the Projects, and for discharging bond anticipation notes, if
any, issued to fund the Projects, there is appropriated from the Capital Projects Fund the total
amount of the proceeds and the earnings from the investment of the proceeds of the Bonds and
those notes.

Section 6. Debt Service Fund. There has heretofore been created a fund of the
Borough known as the “Debt Service Fund.” If the issuance of the Bonds is ratified at the
election authorized by this ordinance, there shall be deposited into the Debt Service Fund such
amounts of money as may be necessary to pay the principal of and interest on the outstanding
Bonds when due, as authorized by Section 2 of this ordinance.

Section 7. Bond Anticipation Notes. If the issuance of the Bonds is ratified at the
election authorized by this ordinance, the Borough is hereby authorized to borrow money in
anticipation of the sale of the Bonds by issuing bond anticipation notes in accordance with the
provisions of Alaska Statutes §§ 29.47.080-.140, and any other applicable Alaska law. The
amount of notes to be issued from time to time, the time of their issuance, the terms of the notes,
and the provisions for the sale of the notes shall be fixed by the Assembly by ordinance or
resolution; provided, however, that the Assembly may delegate, in whole or in part by ordinance
or resolution, the determination of such details and provisions and the authority to issue such
notes to one or more administrative officers or employees of the Borough.

Section 8. Issuance of Bonds. If the issuance of the Bonds is approved by a
majority of the qualified voters of the Borough voting on the proposition, the Assembly may, in
its discretion, issue the Bonds in one or more series and by ordinance or resolution may
determine and prescribe the terms, form, and content of such Bonds, the manner of sale thereof,
and such other matters as are related to the form, issuance and sale of the Bonds; provided,
however, that the Assembly may delegate, in whole or in part by ordinance or resolution, the
authority to determine such matters and to issue the Bonds to one or more administrative officers or employees of the Borough.

Section 9. Capital Improvements Authorized. The Assembly hereby approves the following capital improvements to be financed from the proceeds of the Bonds:

**Plan of Capital Maintenance**

<table>
<thead>
<tr>
<th>Facility</th>
<th>Project Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Civic Center/Pioneer Park</td>
<td>Replace exterior structural columns</td>
</tr>
<tr>
<td>Hamme Swimming Pool</td>
<td>Replace transfer switch</td>
</tr>
<tr>
<td>Hamme Swimming Pool</td>
<td>Replace modular boilers and renovate hydronic piping</td>
</tr>
<tr>
<td>John Carlson Community Activity Center</td>
<td>Replace lower roof and HVAC control system and other upgrades</td>
</tr>
<tr>
<td>Joy Elementary School</td>
<td>Replaces roof, insulation and clearstories</td>
</tr>
<tr>
<td>Juanita Helms Borough Administrative Center</td>
<td>Replace roof</td>
</tr>
<tr>
<td>Ladd Elementary School</td>
<td>Replace roof and upgrade exterior</td>
</tr>
<tr>
<td>North Pole High School</td>
<td>Replace windows and clearstory</td>
</tr>
<tr>
<td>Pioneer Park Theme Park (Grounds) - Phase 1</td>
<td>Replace transformer and electrical distribution system</td>
</tr>
<tr>
<td>Pioneer Park Theme Park (Grounds) - Phase 2</td>
<td>Replace transformer and electrical distribution system</td>
</tr>
<tr>
<td>Transit Garage (M.A.C.S.)</td>
<td>Upgrade and repair roof and insulation</td>
</tr>
<tr>
<td>Pioneer Park Renovation/Preservation Projects</td>
<td>Provide roof/siding replacement and repair of various buildings</td>
</tr>
</tbody>
</table>

The cost of all architectural, engineering, and other consulting services, administrative and relocation expenses, acquisitions of property, on- and off-site utilities,
construction, and other costs incurred in connection with the Projects and planning for the Projects will be considered part of the cost of the Projects. The Borough will determine the extent and specifications for the Projects.

The Borough may determine how to apply the Bond proceeds among these Projects to accomplish as nearly as may be all the Projects. If proceeds of the Bonds are insufficient to accomplish all the Projects, the Borough shall use Bond proceeds for those Projects deemed by the Assembly most necessary and in the best interest of the Borough.

Bond proceeds not required for the completion of one or more of the Projects may be reallocated to one or more of the other Projects.

Section 10. Notice of Election. The Borough Clerk is directed to arrange for timely publication and posting of all notices required for the bond proposition authorized by this ordinance, including but not limited to the notices regarding existing bond indebtedness of the Borough, in form and content as required by AS § 29.47.190(b), at least once a week for three consecutive weeks, the first such notice to be published at least 20 days before the date of the election.

Section 11. Severability. If any provision of this ordinance is for any reason held to be invalid, that invalidity will not affect or invalidate any other provision of this ordinance or the Bonds, but this ordinance and the Bonds will be construed and enforced as if the invalid provision had not been contained herein; provided, however, that any provision that for any reason is held by reason of its extent to be invalid will be deemed to be in effect to the extent permitted by law.

Section 12. Effective Date. This ordinance will become effective immediately upon its passage.
PASSED AND APPROVED THIS 23rd DAY OF JUNE, 2016.

ATTEST:

Nanci Ashford-Bingham, MMC
Borough Clerk

Yeses: Sattley, Hutchison, Cooper, Quist, Lawrence, Westlind, Dodge, Davies
Noes: Roberts

Fairbanks North Star Borough, Alaska

ORDINANCE NO. 2016-35
By: Leah Berman Williams
Matt Cooper
Introduced: February 28, 2019

FAIRBANKS NORTH STAR BOROUGH

RESOLUTION NO. 2019 - 05

A RESOLUTION OPPOSING GOVERNOR DUNLEAVY’S PROPOSED FY2020 BUDGET PRIORITIES AND RELATED LEGISLATION

WHEREAS, Governor Michael J. Dunleavy’s FY2020 budget proposal cuts more than $1.6 billion from current state programs in order to pay out full past and current year Permanent Fund Dividends and fails to look at additional sources of revenue; and

WHEREAS, The budget proposal directly and adversely affects the Fairbanks North Star Borough and other municipalities by, in part, balancing the state budget at the expense of municipal taxpayers, including through the following mechanisms:

1. Elimination of the community assistance fund (approximately $1.5 million to FNSB);
2. Elimination of school bond debt reimbursement ($9 million to FNSB);
3. A 22.9% reduction in the base student allocation (approximately $26 million to FNSB School District);
4. Elimination of Human Services Community Matching Grant program ($271,000 local impact); and

WHEREAS, Senate Bill 57 proposes to repeal a municipality’s ability to tax oil and gas properties within its jurisdiction and transfers a significant part of the Borough’s revenue to the state at a time when many other costs, including education,
are being passed onto local governments; it is estimated that this will result in a loss of
more than $11,000,000 in revenue to FNSB; and

WHEREAS, In addition to the elimination of school bond debt
reimbursement, Senate Bill 59 proposes to eliminate funding for other capital projects,
including major maintenance and upgraded to the Eielson Air Force Base schools, an
impact of approximately $333,193 in FY20; and

WHEREAS, The proposed reduction of $134 million to the state’s
Unrestricted General Fund appropriation to the University of Alaska will cause great
harm to both the University and the local community; and,

WHEREAS, In addition to such direct impacts, the budget proposal will
result in unknown collateral adverse impact; and,

WHEREAS, Such collateral impacts may reasonably include: decisions by
small and large businesses to locate in communities outside the Borough; a reversal of
the United States Air Force decision to bed down two squadrons of F-35 aircraft at
Eielson Air Force Base; and the outmigration of borough residents; and,

WHEREAS, Such collateral impacts will compound the direct impacts,
thereby significantly impairing the high quality of life for which the Fairbanks North Star
Borough is known; and,

WHEREAS, The Alaska Legislature must fulfill its Constitutional duty to act
as a check upon the ill-advised actions of the Governor.
NOW THEREFORE BE IT RESOLVED that the Assembly of the Fairbanks North Star Borough Assembly opposes the Governor’s FY2020 proposed budget priorities; and

BE IT FURTHER RESOLVED that the Assembly requests that the Alaska Legislature fulfills its duty to act on behalf of all Alaskans as a check on the powers of the Executive Branch; and

BE IT FURTHER RESOLVED that the Assembly further requests that the Legislature take action on revenue, whether by transfers from the earnings from the Permanent Fund or Constitutional Budget Reserve, through a broad-based tax, through reduction in oil tax credits, and/or through other means of diversifying revenue; and

BE IT FURTHER RESOLVED that the Assembly requests the Clerk distribute a copy of this Resolution to the Governor, each Commissioner, and each Member of the Alaska Legislature.

PASSED AND APPROVED THIS ___ DAY OF ____________, 2019.

Matt Cooper
Presiding Officer

ATTEST:

April Trickey, CMC
Borough Clerk
MEMORANDUM

To: Fairbanks North Star Borough Assembly
From: Bryce Ward, Mayor
Date: February 28, 2019
Subject: Resolution 2019 – 06
Law Enforcement Firing Range and Training Facility

Attached is a resolution supporting the development and construction of a Law Enforcement Firing Range and Training Facility for Interior Alaska. There is a collaborative regional effort ongoing for this project which would serve all local, state, and federal law enforcement agencies to include being the primary training facility for the Interior Alaska Police Academy. Despite the Borough’s lack of law enforcement powers, the safety of our residents is a high concern.

I urge your approval of this resolution.

Attachment: Resolution
FAIRBANKS NORTH STAR BOROUGH

RESOLUTION NO. 2019-06

A RESOLUTION IN SUPPORT OF A LAW ENFORCEMENT FIRING RANGE & TRAINING FACILITY FOR INTERIOR ALASKA

WHEREAS, Interior Alaska will soon lack a firearms training facility that is capable of functioning as a training range; and

WHEREAS, There is a collaborative regional effort to obtain property and construct a law enforcement firing range and training facility; and

WHEREAS, This facility would serve all local, state, and federal law enforcement agencies within Interior Alaska; and

WHEREAS, This facility would also be used as the primary training facility for the Interior Alaska Police Academy; and

WHEREAS, Despite the Borough’s lack of law enforcement powers, the safety of our residents is a high concern; and

WHEREAS, Providing a safe and secure facility for Interior Alaska law enforcement officers so they can engage in high-quality and professional training is essential and benefits the whole community.

NOW THEREFORE BE IT RESOLVED that the Assembly of the Fairbanks North Star Borough supports the development and construction of a law enforcement firing range and training facility for Interior Alaska.
BE IT FURTHER RESOLVED that copies of this resolution be provided to the Interior delegation, the City of Fairbanks, the City of North Pole, and the Alaska State Troopers.

PASSED AND APPROVED THIS ___ DAY OF _____________, 2019.

Matt Cooper
Presiding Officer

ATTEST:

April Trickey, CMC
Borough Clerk

APPROVED:

Jill S. Dolan
Borough Attorney
MEMORANDUM

TO: Fairbanks North Star Borough Assembly

THROUGH: Bryce Ward, Mayor
         Jim Williams, Chief of Staff

FROM: Christine Nelson, AICP
       Community Planning Director

DATE: February 28, 2019

SUBJECT: ORDINANCE NO. 2019-11 (RZ2019-003)

RE: DMVA Tracts/Silver Creek Subdivision Rezone

The attached ordinance will rezone approximately 581.35 acres from General Use 1 (GU-1) to Rural and Agricultural (RA-5), Rural Estates (RE-2) or other appropriate zone to include parcels described as Silver Creek Subdivision (Plat No. 2018-79 FRD) Lots 1 - 6, Tract A and Tract B; Southeast one-quarter (SE¼); and Northeast one-quarter (NE¼) all within section 35 T2N R1W (Located on the north side of Goldstream Road, approximately one mile west of the Old Steese Highway).

This proposed re-zone is all publicly owned land and discussions with the State of Alaska and the University of Alaska Fairbanks were had prior to drafting this rezone. The administration is agreeing to sponsor this re-zone, due to the potential of these parcels becoming privately owned in the near future.

I urge you to refer this ordinance to the FNSB Planning Commission for a recommendation; the Department of Community Planning will provide an in-depth staff report at that time.

Attachment: Ordinance
FAIRBANKS NORTH STAR BOROUGH

ORDINANCE NO. 2019 - 11

AN ORDINANCE REZONING APPROXIMATELY 584 ACRES, INCLUDING SILVER CREEK SUBDIVISION LOTS 1 THROUGH 6, TRACT A AND TRACT B, AND SOUTH HALF (S½) OF SOUTHEAST ONE-QUARTER (SE¼), SECTION 35, T2N R1W FM FROM GENERAL USE 1 (GU-1) TO RURAL AND AGRICULTURAL 5 (RA-5) OR OTHER APPROPRIATE ZONE, AND; NORTHEAST ONE-QUARTER (NE¼) AND NORTH HALF (N½) OF SOUTHEAST ONE-QUARTER (SE¼), SECTION 35, T2N R1W FM FROM GENERAL USE 1 (GU-1) TO RURAL ESTATE 2 (RE-2) OR OTHER APPROPRIATE ZONE (LOCATED ON THE NORTH SIDE OF GOLDSTREAM ROAD, APPROXIMATELY ONE MILE WEST OF THE OLD STEESE HIGHWAY)

NOW, THEREFORE, BE IT ORDAINED by the Assembly of the Fairbanks North Star Borough:

Section 1. Classification. This ordinance is not of a general and permanent nature and shall not be codified.

Section 2. The following described property is rezoned from General Use 1 (GU-1) to Rural and Agricultural 5 (RA-5):

Silver Creek Subdivision Lots 1 through 6, Tract A and Tract B, and South half (S½) of Southeast one-quarter (SE¼), Section 35, T2N R1W FM.

Section 3. The following described property is rezoned from General Use 1 (GU-1) to Rural Estate 2 (RE-2):

AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT
Text to be added is underlined
Text to be deleted is [BRACKETED, CAPITALIZE]
Northeast one-quarter (NE¼) and North half (N½) of Southeast one-quarter (SE¼), Section 35, T2N R1W FM.

Effective date. This ordinance shall be effective at 5:00 p.m. on the first borough business day following its adoption.

PASSED AND APPROVED THIS _____ DAY OF __________, 2019.

Matt Cooper
Presiding Officer

ATTEST:

April Trickey, CMC
Borough Clerk

APPROVED:

Jill S. Dolan
Borough Attorney
**Fairbanks North Star Borough Fiscal Impact Statement (FIS)** (FNSBC 3.20.010 C.)

**Originator's Name:** Kellen Spillman  
**Department:** Community Planning

**To Be Introduced/Sponsored By:** Assembly

**Abbreviated Ordinance Title:** DMVA Tracts Silver Creek Sub

**Department(s)/Division(s) Affected:** Community Planning/Planning & Zoning

**Proposed Introduction Date:** February 28, 2019  
**Ordinance No.:** 2019- 11

**Does this ordinance authorize:**

1) a new or expansion of services which entails additional costs beyond that approved in the current adopted budget?  
   Yes ☐ No ☑

2) a project that is capital in nature and increases operational costs of the Borough in the current or any future fiscal year?  
   Yes ☐ No ☑

**FISCAL IMPACT PRO FORMA SUMMARY - BEST ESTIMATE**

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<th>Required Information/Estimates</th>
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Is backup attached?  
Yes ☐ No ☑

**Contact Person's Name, for FIS questions:** Mary Bork/Kellen Spillman  
**Extension:** 1259/1266

**Director(s) Signature(s):**  
**Date:** 2-5-19

**Mayor's Office or Assembly Member Signature:**  
**Date:** 2-8-19

**Chief Financial Officer Signature:**  
**Date:**
MEMORANDUM

To: Fairbanks North Star Borough Assembly
From: Bryce Ward, Mayor
Date: February 28, 2019
Subject: Ordinance No. 2019 -12
Establishing Regional Emergency Services Advisory Committee

Attached is an ordinance establishing a regional emergency services advisory committee. This proposal is being introduced as an alternative to Mayor Kassel’s August 9, 2018 Ordinance 2018-24 which proposed to eliminate Fire Service Commissions and establish a new Fire and Emergency Medical Services Advisory Commission. No final action has been taken by the Assembly on Ordinance 2018-24.

This ordinance and 2018-24 both recognize that our current system of fire service and EMS has evolved into a regional service delivery system where service providers are dependent on each other and where service delivery standards are sometimes blurry. Both ordinances recognize opportunities to improve service delivery provisioning standards, to include operational efficiencies.

My intention is for the Assembly, Fire Service Commissioners and staff to discuss the merits of both ordinances at the Saturday March 2, 2019 Fire/EMS work session, then refer this ordinance to Fire Service Commissions for comments. Please consider bringing this ordinance back to the Assembly for a public hearing and action on not earlier than April 11th, 2019.

Attachment: Ordinance
FAIRBANKS NORTH STAR BOROUGH

ORDINANCE NO. 2019-12

AN ORDINANCE AMENDING CHAPTER 3.24 FNSBC TO ESTABLISH A NEW REGIONAL EMERGENCY SERVICES ADVISORY COMMITTEE

WHEREAS, The Borough has five fire service areas created in accordance with AS 29.35.450, to provide fire service that was not otherwise provided on an areawide or nonareawide basis; and

WHEREAS, The Borough provides nonareawide Emergency Medical Services (EMS) which means the service is provided to all areas of the borough outside the cities; and

WHEREAS, Each fire service area has its own commission and, with the exception of the University Fire Service Area, the Borough contracts with an independent non-profit fire department governed by a board of directors to provide fire protection on behalf of the service area; and

WHEREAS, Each fire department also has a contract with the Borough to provide EMS, generally within its fire response area; and

WHEREAS, The Borough contracts with the City of Fairbanks to provide EMS to Lakeview Terrace and the Secluded Acres Subdivision; and the City of North Pole to provide EMS to areas of the North Star Fire Service Area generally located south of the Chena River; and

AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT
Text to be added is underlined
Text to be deleted is [BRACKETED, CAPITALIZE]
WHEREAS, Borough fire service and EMS providers, through a series of formal and informal operational arrangements, have evolved into a regional service delivery system; and

WHEREAS, An interdependent network of fire protection service providers has evolved because all area fire departments require outside assistance in order to field sufficient resources to meet national response standards and ensure adequate staffing and water supply to respond to a fire emergency; and

WHEREAS, This requirement causes the initial dispatch of as many as five fire departments, including from adjacent fire service areas, whenever a call for a confirmed fire is received by the dispatch center; and

WHEREAS, Some fire departments require that an ambulance respond from an adjacent fire department to transport patients that are sick or injured because they are contracted to provide first responder level EMS only; and

WHEREAS, This interdependence of emergency services providers creates an opportunity for a regional advisory committee to recommend standards for equipment, training, fire station locations and staffing, as well as evaluating opportunities for improving efficiencies through cooperative purchasing, sharing of staff and facilities; and

WHEREAS, The Assembly conducted a series of work sessions in 2014 and 2015 to discuss the complexity of the current service delivery model and consider opportunities for improvement of our current system of providing fire service and EMS; and

AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT
Text to be added is underlined
Text to be deleted is [BRACKETED, CAPITALIZE]

Fairbanks North Star Borough, Alaska
ORDINANCE NO. 2019-
WHEREAS, It is advantageous to have an advisory committee to consider the provision of fire services from a regional perspective to recommend ways to leverage borough resources in such way as to provide a uniform level of fire protection services to all residents of fire service areas; and

WHEREAS, There are opportunities to improve EMS provided to borough residents, including ensuring that the closest ambulance is dispatched when a call for medical assistance is received, and

WHEREAS, The current structure of having five separate fire service area commissions without a regional advisory body inhibits the development of long-range plans including those that are best developed regionally, including: capital plans, standards of response coverage, future fire station locations and construction, staffing, recruitment and retention strategies, deferred maintenance priorities, and annexations.

NOW, THEREFORE, BE IT ORDAINED by the Assembly of the Fairbanks North Star Borough:

Section 1. Classification. This ordinance is of a general and permanent nature and shall be codified.

Section 2. Chapter 3.24 FNSBC is amended to add a new Section 3.24.070, Regional Emergency Services Advisory Committee, as follows:

Section 3.24.070 Regional Emergency Services Advisory Committee

A. A regional emergency services advisory committee is created with the chair and one member to be appointed from the membership of the assembly by the presiding officer. The chair shall preside over all meetings of the regional emergency services advisory committee, setting its agenda, and organizing such procedures as are

AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT
Text to be *added* is *underlined*
Text to be *deleted* is [BRACKETED, CAPITALIZE]
necessary to meet annual goals. Goals shall be set annually by the chair and the
administration.

1. Notwithstanding other provisions of this chapter, additional members of the
regional emergency services advisory committee shall include: two representatives
designated annually in January by the five fire service area commission chairs to
represent their collective interests; two residents appointed by the mayor that have a
demonstrated knowledge in fire and emergency medical services; and, one property
owner appointed by the borough mayor that can adequately represent the interests of
rural residents. No member shall be appointed who is a current fire or emergency
medical services contractor for the borough. Members appointed by the mayor shall
serve at the pleasure of the mayor. The borough mayor and emergency operations
director shall be ex-officio members of the committee, but are not entitled to vote and
are not members for purposes of establishing a quorum.

2. The committee shall meet quarterly or at the call of the chair. A majority of
the committee members shall constitute a quorum.

B. The purpose of the regional emergency services advisory committee shall be to
review and monitor the provision of fire, emergency medical, and other emergency
services in the borough, and make recommendations to the assembly. The committee
shall have the following powers and duties:

1. Review risk and service demand, revenue and expenses, and make
recommendations for the implementation of service levels and delivery provided by the
borough, to include assisting with the development of a Standards of Response
Coverage document for all borough fire and emergency medical services and
recommend location of fire stations and the distribution of apparatus and personnel;

2. Review the facilities, capital equipment, human and financial resources,
response data, and any plans for the delivery of fire and emergency medical services in
the borough:

AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT
Text to be added is underlined
Text to be deleted is [BRACKETED, CAPITALIZE]
3. Conduct public meetings to elicit input from residents concerning desired levels of service and cost of providing services;

4. Make recommendations for long term solutions that ensure equitable delivery of services in the borough, including consideration of annexations, differential tax zones, or other legally available options.

Section 3. Effective date. This ordinance shall be effective at 5:00 p.m. on the first borough business day following its adoption.

PASSED AND APPROVED THIS _____ DAY OF __________, 2019.

Matt Cooper
Presiding Officer

ATTEST:

APPROVED:

April Trickey, CMC
Borough Clerk

Jill S. Dolan
Borough Attorney
MEMORANDUM

TO: Fairbanks North Star Borough Assembly
THRU: Bryce Ward, Borough Mayor
FROM: Daniel Sloan, Director
       Department of Public Works
DATE: February 28, 2019
SUBJECT: Ordinance 2018-20-1V
       Appropriation of Facility Maintenance Reserve Funds for Mary
       Siah Recreation Center Improvement Project

Attached for your approval is a proposed budget ordinance. The ordinance
amends the FY 2018-19 budget by appropriating $1,043,038 from the Facilities
Maintenance Reserve Fund to the Capital Projects Fund for the Mary Siah
Recreation Center Improvement project. This project will repair the critical life/
safety items identified in the facility condition assessment conducted by
Bettisworth North Architects and Planners.

I urge its adoption.

Attachment
FAIRBANKS NORTH STAR BOROUGH

ORDINANCE NO. 2018-20-IV

AN ORDINANCE AMENDING THE FY 2018-19 BUDGET BY APPROPRIATING $1,043,038 FROM THE FACILITIES MAINTENANCE RESERVE TO THE CAPITAL PROJECTS FUND FOR THE MARY SIAH RECREATION CENTER IMPROVEMENT PROJECT

WHEREAS, The Fairbanks North Star Borough (Borough) Department of Public Works contracted with Bettisworth North Architects and Planners to conduct a facility condition assessment of the Mary Siah Recreation Center; and

WHEREAS, The final facility condition report identified critical items related to life/safety issues including structural, electrical, civil, mechanical, and architectural items that need immediate repair; and

WHEREAS, Ordinance No. 2017-20-1X appropriated $682,807 from the Facilities Maintenance Reserve for the Mary Siah Recreation Center Repair, Maintenance and/or Demolition Project, of which an estimated $412,417 remains; and

WHEREAS, The facility condition report outlined a conceptual level cost estimate for repair of these critical items of $1,455,455. The final cost, once design is complete, could be different from the conceptual level cost estimate provided in the report.

NOW, THEREFORE, BE IT ORDAINED by the Assembly of the Fairbanks North Star Borough:

CODE AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT
Text to be added is underlined
Text to be deleted is [BRACKETED AND CAPITALIZED]
Section 1. **Classification.** This ordinance is not of a general and permanent nature and shall not be codified.

Section 2. **Facilities Maintenance Reserve Appropriation.** The FY 2018-19 budget is hereby amended by appropriating $1,043,038 to the Facilities Maintenance Reserve budgetary guideline entitled “Contribution to Capital Projects Fund,” and by increasing Contribution from Fund Balance by a like amount.

Section 3. **Capital Projects Fund Appropriation.** The FY 2018-19 budget is hereby amended by appropriating $1,043,038 to the Capital Projects Fund budgetary guideline entitled “Mary Siah Recreation Center Improvement Project” and by increasing Contribution from the Facilities Maintenance Reserve by a like amount.

Section 4. **Lapse of Funds.** Upon completion or abandonment of the project, the unencumbered, unexpended funds will lapse to the fund balance of the Facilities Maintenance Reserve.

Section 5. **Effective Date.** This ordinance shall be effective at 5:00 p.m. on the first Borough business day following its adoption.

PASSED AND APPROVED THIS ____ DAY OF __________ 2019.

__________________________
Matt Cooper
Presiding Officer

ATTEST: _____________________
April Trickey, CMC
Borough Clerk

APPROVED: ____________________
Jill Dolan
Borough Attorney

CODE AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT
Text to be added is underlined
Text to be deleted is [BRACKETED AND CAPITALIZED]
FAIRBANKS NORTH STAR BOROUGH
FISCAL NOTE

I. Request

Ordinance No: 2018-20-1V  Date Introduced: February 28, 2019

Abbreviated Title: Appropriating $1,043,038 from the Facilities Maintenance Reserve Account to the Capital Projects Fund for the Mary Siah Recreation Center Improvement Project

II. Financial Detail

Department/Division Affected: Public Works/Design and Construction

<table>
<thead>
<tr>
<th>EXPENDITURE</th>
<th>Facilities Maintenance Reserve FY 18/19</th>
<th>Capital Projects Fund FY 18/19</th>
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<tr>
<td>Commodities</td>
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<tr>
<td>Contractual Services</td>
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<td>Other - Awaiting Budget</td>
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<td></td>
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<tr>
<td>Contribution to Capital Projects Fund</td>
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<td>Total</td>
<td>1,043,038</td>
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SOURCE OF FUNDING

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<td>Contribution from Facilities Maintenance Reserve</td>
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<td>Contribution From Capital Projects Fund</td>
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<td>Total</td>
<td>1,043,038</td>
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Specify Funding Sources: $1,043,038 from Facilities Maintenance Reserve fund balance

OTHER FUNDING (PREVIOUSLY APPROPRIATED)

| Ord No. 2017-20-1X (MSRC project balance) | 412,417 |

III. Project Purpose:

To fund the improvement project for the Mary Siah Recreation Center

IV. Analysis of Future Liabilities and Funding Sources:

On-going maintenance

V. Fund Certification: I certify that funding sources are available as detailed in II above.

Debra L. R. Brady
Chief Financial Officer

Date: 2/5/19
Title: Mary Siah Recreation Center Improvement Project

February 28, 2019

Proposed Introduction Date: February 28, 2019

Department: Public Works

Abbreviated Ordinance Title: Mary Siah Recreation Center Improvement Project

Department(s)/Division(s) Affected: Public Works / Design and Construction

Does this ordinance authorize:
1) a new or expansion of services which entails additional costs beyond that approved in the current adopted budget? Yes ___ No  ___
2) a project that is capital in nature and increases operational costs of the Borough in the current or any future fiscal year? Yes ___ No  ___

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Is backup attached? Yes ___ No  ___

Contact Person's Name, for FIS questions: Dan Sloan

Director(s) Signature(s): [Signature]

Date: 1/30/19

Mayor's Office or Assembly Member Signature: [Signature]

Date: 1/30/19

Chief Financial Officer Signature: [Signature]

Date: 2/5/19
MEMORANDUM

To: Fairbanks North Star Borough Assembly
Through: Mayor Ward, Borough Mayor
From: Michael Bork, Parks and Recreation Director
Date: February 28, 2019
Subject: Ordinance 2018-20-1W

Attached for your approval is a proposed budget ordinance amending the FY 2018-19 budget by reallocating the $227,244 in the Capital Projects Fund to be used as a required match for the Tanana River Recreation Area Access Improvements Project located within the Tanana Lakes Recreation Area (TLRA).

In 2016 the Borough was awarded $289,300 from Surface Transportation Block Grant (STBG) funds and $2,000,000 in Alaska Federal Lands Access Program (AFLAP) funding for the planning, design, and construction of the South Lathrop Street extension. South Lathrop Street was designated to be the main entrance road between the community of Fairbanks and the TLRA in the Master Plan adopted by the Assembly through Resolution No. 2007-16. The Borough Assembly adopted Ordinance No. 2017-20-1C authorizing the Borough to accept these funds, and in combination with the $227,244 matching funds, amend the FY 2017-18 budget by appropriating these funds to the Capital Projects Fund budgetary guideline entitled “Tanana River Recreation Access Improvements” for the South Lathrop Street extension.

The AFLAP Program is administered by Federal Highway Administration (FHWA) who recently changed their project management policy so that projects that over $1,000,000 are no longer managed by partner agencies like the Borough but are managed by their division.

The FHWA Western Federal Lands Highway Division will use the $2,289,300 from AFLAP and STBG and the $227,244 in matching funds to construct the South Lathrop Street extension for the Borough.

I urge adoption of this ordinance.

Attachment: Ordinance
FAIRBANKS NORTH STAR BOROUGH

ORDINANCE NO. 2018-20-1W

AN ORDINANCE AMENDING THE FY 2018-19 BUDGET BY REALLOCATING $227,244 WITHIN THE CAPITAL PROJECTS FUND TO BE USED AS A REQUIRED MATCH FOR THE TANANA RIVER RECREATION AREA ACCESS IMPROVEMENTS PROJECT LOCATED WITHIN THE TANANA LAKES RECREATION AREA TO BE CONSTRUCTED BY THE FEDERAL HIGHWAY ADMINISTRATION

WHEREAS, The Fairbanks North Star Borough (Borough) Assembly adopted Ordinance No. 2017-20-1C, which appropriated $289,300 in federal grant funding from the Surface Transportation Block Grant (STBG) and $2,000,000 in Alaska Federal Lands Access Program (AFLAP), which requires 9.03% local matching funds for a total amount of $227,244 to the Capital Projects Fund for the planning, design, and construction of the South Lathrop Street extension for the Tanana River Recreation Access Improvements project located within the Tanana Lakes Recreation Area; and

WHEREAS, AFLAP is administered by the Federal Highway Administration (FHWA) Western Federal Lands Highway Division of the U.S. Department of Transportation, who changed their project management policy in August 2018, so that new projects of $1,000,000 or more are no longer managed by partner agencies, like the Borough, but are managed by their division; and

WHEREAS, FHWA will construct the South Lathrop Street extension and as a result, the Borough will no longer receive the AFLAP and STGP grant funds; and

WHEREAS, The change in project management requires an ordinance to reallocate the local matching funds, so they can be paid directly to FHWA.

AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT
Text to be added is underlined
Text to be deleted is [BRACKETED, CAPITALIZED]
NOW, THEREFORE, BE IT ORDAINED by the Assembly of the Fairbanks
North Star Borough:

Section 1. Classification. This ordinance is not of a general and
permanent nature and shall not be codified.

Section 2. Capital Projects Fund Reallocation. The FY 2018-19 budget is
hereby amended by reallocating $227,244 within the Capital Projects Fund from the
budgetary guideline entitled “Tanana River Recreation Access Improvements” to the
budgetary guideline entitled “Required Match for Tanana River Recreation Access
Improvements.”

Section 3. Contingency. This appropriation is contingent upon the
receipt of a signed and executed Memorandum of Agreement (MOA) with the FHWA.

Section 4. Provision for Required Match. This reallocation is for an
estimated amount. The actual amount will be contingent, and based upon, the signed
Memorandum of Agreement with FHWA. Any material differences, as determined by
the Chief Financial Officer, will be communicated to the Assembly.

Section 5. Lapse of Funds. Upon completion or abandonment of the
project, any unexpended, unencumbered local matching funds will lapse to the General
Fund fund balance.

Section 6. Effective Date. This ordinance is effective at 5:00 p.m. on the
first Borough business day following its adoption.

AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT
Text to be added is underlined
Text to be deleted is [BRACKETED, CAPITALIZED]
PASSED AND APPROVED THIS _____ DAY OF ________, 2019.

Matt Cooper
Presiding Officer

ATTEST:                                                APPROVED:

April Trickey, CMC
Borough Clerk

Jill S. Dolan
Borough Attorney
I. Request

Ordinance No: 2018-20-1W  Date Introduced: 2/28/2019

Abbreviated Title: Reallocate $227,244 for the Required Match for Tanana River Recreation Access Improvements

II. Financial Detail

Department/Division Affected: Parks and Recreation / Parks Maintenance

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<td>Contribution to Capital Projects</td>
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<td>Indirect</td>
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<tr>
<td>Total</td>
<td>(227,244)</td>
<td>227,244</td>
<td>227,244</td>
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SOURCE OF FUNDING

| Contribution from Fund Balance   |          |          |          |
| Federal Grants                   |          |          |          |
| Contribution from General Fund   | 227,244  | 227,244  | 227,244  |
| Total                            | (227,244)| 227,244  | 227,244  |

Specify Funding Sources: General Fund fund balance

ORIGINAL FUNDING

Ord. No. 2017-20-1C  227,244

III. Project Purpose:

Required matching funds for the Lathrop Street extension for the Tanana River Recreation Access Improvement project to be constructed by FHWA

IV. Analysis of Future Liabilities and Funding Sources:

Ongoing maintenance

V. Fund Certification: I certify that funding sources are available as detailed in II above.

Debra L. R. Brady
Chief Financial Officer

Date 2/5/19
**Proposed Introduction Date:** 02/28/2019  
**Ordinance No.:** 2018-20-1W

### Does this ordinance authorize:

1) a new or expansion of services which entails additional costs beyond that approved in the current adopted budget? **Yes**  **No**  *

2) a project that is capital in nature and increases operational costs of the Borough in the current or any future fiscal year? **Yes**  **No**  *

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| Is backup attached? | **Yes**  **No**  * |

**Contact Person's Name, for FIS questions:** Laura Minski  
**Extension:** 1099

**Director(s) Signature(s):**  
**Date:** 1/25/19

**Mayor's Office or Assembly Member Signature:**  
**Date:** 1/25/19

**Chief Financial Officer Signature:**  
**Date:** 4/5/19