

CITY OF BETHEL

City Council Meeting Agenda, March 22, 2022 – 6:30 PM

Website: <https://www.cityofbethel.org/council>

Location: Zoom-Video or Conference Participation

Council Members: Mayor Mark Springer, Vice-Mayor Conrad McCormick, Michelle DeWitt,
Perry Barr, Rose Henderson, Eric Whitney, Beth Hessler

Zoom Meeting Link: <https://us06web.zoom.us/j/4888456188?pwd=bkN1dGI4MHpGZ1kwOUVYWU5kd0xhZz09>

Zoom Meeting ID: 488 845 6188

Zoom Meeting Passcode: 13871

Zoom Meeting Conference Line Numbers: 833 548 0276 US Toll-free

833 548 0282 US Toll-free

877 853 5257 US Toll-free

888 475 4499 US Toll-free



1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

4.1.



Written Public Comments can be submitted by opening your phone camera and hovering over this URL code. The link to the submission form will appear. You may also go to www.cityofbethel.org.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

6. APPROVAL OF MEETING MINUTES

6.1. *3-8-2022 Regular City Council Meeting

7. REPORTS OF STANDING COMMITTEES

7.1. Committee/Commission Agendas And Draft Meeting Minutes

8. SPECIAL ORDER OF BUSINESS

8.1. Bethel Comprehensive Plan 2045 Introduction (City Manager Williams)

9. UNFINISHED BUSINESS

9.1. Public Hearing Of Ordinance 22-02: Amending BMC 10.03.040 Governing The Operation Of All Terrain Vehicles (ATVS) On Public Roadways Within The City Of Bethel (Rose Henderson)

10. NEW BUSINESS

10.1. Public Hearing Of Emergency Ordinance 22-10: Extending The Declaration Of Emergency Issued Through Ordinances 21-30, 21-16, 21-08, 21-02, 20-38, 20-32, 20-29, 20-11, 20-09, 20-08, 21-38, 21-46, 21-51, 21-62, 22-05 (Mayor Springer)

10.2. *Introduction Of Ordinance 22-09: Amending BMC 01.01.120 Code Adoption, Supplements To Code (Mayor Springer)

Posted March 16, 2022 at AC Co., Swanson's, City Hall, and the Post Office.

Kevin Morgan, Deputy City Clerk

City Clerk's Office Contact Information: Email cityclerk@cityofbethel.net Phone 907-545-4120

Items noted with an asterisk (*) are consent agenda items, unless removed from the consent agenda they are approved upon the approval of the agenda. Ordinances introduced at this meeting may be set for public hearing at the next regular meeting.

The Council may by unanimous consent, after 12:00 AM Fix the Time to Which To Adjourn until the following day at 6:30 PM

- 10.3. Administrative Review Of Good Vibes LLC Application For Retail Marijuana Store. License #30563. Doing Business As, Good Vibes Bethel, located at 323 Chief Eddie Hoffman Highway Bethel, AK 99559 (Mayor Springer)
- 10.4. Administrative Review Of UCP49 LLC Application For Restaurant/Eating Place. Alcohol License #6027. Doing Business As, UnCommon Pizza, Located at 401 Chief Eddie Hoffman Highway, Bethel, AK 99559 (Mayor Springer)
- 10.5. *AM 22-08: Appointment Of Committee And Commission Members For A Term Of Three Years (Mayor Springer)
- 10.6. AM 22-09: Confirming Duane Wright As The Finance Director (City Manager Williams)

11. REPORTS

- 11.1. Mayor's Report
- 11.2. City Manager's Report
- 11.3. Clerk's Report

12. COUNCIL MEMBER COMMENTS

13. EXECUTIVE SESSION

- 13.1. In Accordance With AS 44.62.310.C(2)- Subjects That Tend To Prejudice The Reputation And Character Of Any Person, Provided The Person May Request A Public Discussion- City Clerk Annual Evaluation (Mayor Springer)

14. ADJOURNMENT

Posted March 16, 2022 at AC Co., Swanson's, City Hall, and the Post Office.

Kevin Morgan, Deputy City Clerk

City Clerk's Office Contact Information: Email cityclerk@cityofbethel.net Phone 907-545-4120

Items noted with an asterisk (*) are consent agenda items, unless removed from the consent agenda they are approved upon the approval of the agenda. Ordinances introduced at this meeting may be set for public hearing at the next regular meeting.

The Council may by unanimous consent, after 12:00 AM Fix the Time to Which To Adjourn until the following day at 6:30 PM

1. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on March 8, 2022 at 6:30 p.m., in the Council Chambers, Bethel, Alaska.

Mayor Springer called the meeting to order at 6:30 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Comprising a quorum of the Council, the following members were present:
City Council Member Perry Barr (telephonically) City Council Member Rose Henderson (telephonically) City Council Member Eric Whitney (telephonically) Vice-Mayor Conrad McCormick (telephonically) City Council Member Beth Hessler (telephonically) <i>arrived after roll call 6:36 p.m.</i> Mayor Mark Springer Council Member Michelle DeWitt (telephonically) <i>arrived after roll call 7:05 p.m.</i>
Members Absent:
Also in attendance were the following:
City Manager Peter Williams, City Clerk Lori Strickler, City Attorney Libby Bakalar

4. PEOPLE TO BE HEARD – Five minutes per person

No one present to be heard.

Item 4.1.

No written testimony submitted.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

Main Motion: Approve the Consent and Regular Agenda.

Moved by:	Rose Henderson
Seconded by:	Conrad McCormick
In favor:	Perry Barr, Mark Springer, Rose Henderson, Conrad McCormick, Eric Whitney
Opposed:	None
Results:	Motion Carries

6. APPROVAL OF MEETING MINUTES

Item 6.1. - *2-22-2022 Regular City Council Meeting

Passed on the consent agenda.

7. REPORTS OF STANDING COMMITTEES

Planning Commission, Council Member Henderson- The meeting was rescheduled to March 15th.

Community Action Grant Committee, Council Member Barr- Provided a summary of the grant program and deadlines.

Community Parks and Recreation Committee, Mayor Springer spoke on behalf of Council Member DeWitt- Discussing the next steps of gym expansion feasibility and the expansion of recreational services through contracted services.

Finance Committee, Council Member Whitney- A meeting was held but was unable to attend.

Council Member Hessler arrived at the meeting at 6:36 p.m.

Port Commission, Council Member Hessler- A special meeting was not held due to a lack of a quorum.

Public Works Committee, Mayor Springer- Discussion of soil samples, code enforcement employee, election of chair and vice-chair, and declaration of vacancy.

Public Safety and Transportation Commission, Vice-Mayor McCormick- Reviewed the results of the survey provided to the public. The commission reviewed the ATV ordinance 22-02 and they recommended to remove Akakeek from the restrictions and to postpone the ordinance to collect more data.

Item 7.1. - Committee/Commission Agendas And Draft Meeting Minutes

8. SPECIAL ORDER OF BUSINESS

Item 8.1. - City of Bethel Proclamation-Brain Injury Awareness Month (Vice-Mayor McCormick)

9. UNFINISHED BUSINESS

Item 9.1. - Public Hearing Of Budget Ordinance 21-26(h): Amending The City Of Bethel Fiscal Year 2022 Budget (City Manager Williams)

Mayor Springer opened the Public Hearing.

No one present to be heard.

Mayor Springer closed the Public Hearing.

Main Motion: Adopt Budget Ordinance 21-26(h).

Moved by:	Eric Whitney
Seconded by:	Beth Hessler
In favor:	Perry Barr, Mark Springer, Rose Henderson, Conrad McCormick, Eric Whitney, Beth Hessler
Opposed:	None
Results:	Motion Carries

10. NEW BUSINESS

Item 10.1. - *IM 22-05: Presentation Of The City's Water & Sewer Services Expenditures Compared To Budget From July 1, 2021 To February 28, 2022 – Utilities Maintenance – Water & Wastewater Activity Report (City Manager Williams)

Passed on the consent agenda.

11. REPORTS

Item 11.1. - Mayor's Report

Item 11.2. - City Manager's Report

Item 11.3. - Clerk's Report

12. COUNCIL MEMBER COMMENTS

Mayor Springer- Happy Birthday to his daughter Theresa. Returned the thanks given to the Council by YKHC for their efforts against COVID-19. Encouraged the people in the community to be safe and wear PFD's when they are using snowmachines around water.

Council Member DeWitt arrived at 7:05 p.m.

Vice-Mayor McCormick- Happy International Women's Day. Also recognized and brought awareness to March 12th, Ashley Johnson-Barr Day. Requested everyone wear the color purple and encouraged the public to find ways to decrease sexual assault and violence against women and children.

Council Member DeWitt- No comment.

Council Member Barr- The ice road is open to Akiak but that doesn't mean dangerous conditions do not exist. We are living in a time that is hard to fathom with the situation that we are facing with Russia invading Ukraine. Provided heartfelt support to those in the Ukraine.

Council Member Henderson- Thanked everyone that continues to wear their masks.

Council Member Whitney- No comment.

Council Member Hessler- No comment.

13. EXECUTIVE SESSION

Item 13.1. - In Accordance With AS 44.62.310.C(2)- Subjects That Tend To Prejudice The Reputation And Character Of Any Person, Provided The Person May Request A Public Discussion- City Attorney Annual Evaluation (Mayor Springer)

City Attorney Bakalar requested a public discussion.

Motion to provide an annual increase in accordance with the employment agreement at a rate of 3%.

Moved by:	Michelle DeWitt
Seconded by:	Rose Henderson
In favor:	Perry Barr, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick, Eric Whitney, Beth Hessler
Opposed:	None
Results:	Motion Carries

14. ADJOURNMENT

Main Motion: Adjournment.

Moved by:	Rose Henderson
Seconded by:	Conrad McCormick
In favor:	Perry Barr, Mark Springer, Michelle DeWitt, Rose Henderson, Conrad McCormick, Eric Whitney, Beth Hessler

Opposed: | None
Results: | Motion Carries

Meeting ended at 7:29 p.m.

Mark Springer, Mayor

ATTEST:

Lori Strickler, City Clerk



CITY OF BETHEL

PLANNING COMMISSION MEETING

Wednesday March 15, 2022, 6:30 p.m.

LOCATION: Virtual via Zoom

ADDRESS: **300 CHIEF EDDIE HOFFMAN HIGHWAY**

COMMISSION MEMBERS:

Kathy Hanson, *Chair*
Lorin Bradbury, *Vice-Chair*
John Guinn
Alex Wasierski

Shadi Rabi
Stanley Hoffman Jr.
Jessica Schroeder, *Alternate*
Haley Hanson, *Alternate*
Rose Henderson, *Council Rep.*

STAFF:

PLANNING DIRECTOR: Ted Meyer
ADMIN ASST.: Pauline Boratko
EMAIL: planning@cityofbethel.net
PHONE: 907-543-5301
WEBSITE: www.cityofbethel.org

Join Zoom Meeting

<https://zoom.us/join>

Meeting ID: 863 4603 4837

Passcode: 221221

Dial by Location

253 215 8782 US (Tacoma)	301 715 8592 US (DC)	833 548 0276 US Toll-free	877 853 5257 US Toll-free
346 248 7799 US (Houston)	312 626 6799 US (Chicago)	833 548 0282 US Toll-free	888 475 4499 US Toll-free
669 900 9128 US (San Jose)	646 558 8656 US (New York)		

- I. **CALL TO ORDER:**
- II. **ROLL CALL:**
- III. **PEOPLE TO BE HEARD:** 5-minute time limit per person
- IV. **APPROVAL OF AGENDA:**
- V. **APPROVAL OF THE MINUTES:**
 - A. February 10, 2021- regular meeting
- VI. **SPECIAL ORDER OF BUSINESS:**
- VII. **UNFINISHED BUSINESS:**
- VIII. **NEW BUSINESS:**
 - A. PUBLIC HEARING: Apply zoning designation to the Kasayuli Subdivision (Resolution 22-01)
 - B. PUBLIC HEARING: Make a recommendation on a proposed ordinance by the Bethel City Council authorizing the disposal of property (2.013 acres of land underneath and surrounding the ONC Multipurpose Building) through transfer pursuant to BMC 4.08.030 (F) Disposal to ONC under fee simple ownership.
- IX. **EX OFFICIO MEMBER REPORTS:**
- X. **COMMISSION MEMBER COMMENTS:**
- XI. **ADJOURNMENT:**

Posted March 9, 2022 at City Hall, AC Co., Swanson's, and the Post Office.

Name, Ex-Officio Staff



CITY OF BETHEL
PUBLIC WORKS COMMITTEE
WEDNESDAY, MARCH 16, 2022, 5:30 p.m.
LOCATION: VIRTUALLY VIA ZOOM

COMMISSION MEMBERS

Mark Springer (CR)	Fritz Charles
Juan Delgado	Alyssa Leary
Ryan Butte	<i>One Vacancy, Two Alternative</i>
John Jordan II	<i>Vacancies</i>
	<i>Council Representative (CR)</i>

STAFF

Public Works Director: Bill Arnold
Admin. Asst.: Charlie Dan
Email: pwadmin@cityofbethel.net
Phone: 907-543-3110
Website: www.cityofbethel.org

Join Zoom Meeting

<https://us06web.zoom.us/j/94283290754?pwd=ZDdDSzBqOGcxZlVqM0VmK0pYVUZZZz09>

Meeting ID: 942 8329 0754

Passcode: 686894

Dial by Location

253 215 8782 US (Tacoma)	301 715 8592 US (DC)	833 548 0276 US Toll-free	877 853 5257 US Toll-free
346 248 7799 US (Houston)	312 626 6799 US (Chicago)	833 548 0282 US Toll-free	888 475 4499 US Toll-free
669 900 9128 US (San Jose)	646 558 8656 US (New York)		

I. CALL TO ORDER

II. ROLL CALL

III. PEOPLE TO BE HEARD

IV. APPROVAL OF AGENDA

V. APPROVAL OF MINUTES

- A. October 20, 2021 Regular Meeting
- B. November 17, 2021 Regular Meeting
- C. December 15, 2021 Regular Meeting
- D. January 19, 2022 Regular Meeting
- E. February 16, 2022 Regular Meeting

VI. UNFINISHED BUSINESS

- A. Amending BMC 08.12.020 and 08.12.030
- B. Recommendation for City Code Enforcer Follow up
- C. Soil Samples

VII. NEW BUSINESS

- A. Election of Chair and Co-Chair
- B. Evaluation of 2022 Committee Goals, Tasks and Priorities
- C. Declare John Jordan II Seat Vacant
- D. Amend BMC Chapter 13 Public Services – Refining Ownership of Service Lines

VIII. EX OFFICIO MEMBER REPORTS

IX. COMMITTEE MEMBER COMMENTS

X. ADJOURNMENT

People to be Heard Through Written Testimony

- Must be emailed to pwadmin@cityofbethel.net by 4:00 p.m. the day of the meeting.
- Specifically request that it be presented under people to be heard.
- Contain full, real name of the person sending the request.

Posted March 10, 2022 at City Hall, AC Co., Swanson's, and the Post Office.

Charlie Dan

Charlie Dan, Public Works Assistant

CITY OF BETHEL
COMMUNITY PARKS AND RECREATION COMMITTEE AGENDA
MONDAY, MARCH 14, 2022, 6:00 p.m.
LOCATION: COUNCIL CHAMBERS, 300 STATE HWY



COMMISSION MEMBERS		STAFF
Brian Lefferts, Chair	Kathy Hanson	Public Works Director: Bill Arnold
Judy Wasierski, Vice Chair	Michelle DeWitt, Council Rep.	Admin. Asst.: Charlie Dan
Beverly Hoffman	<i>Three Vacancies</i>	Email: pwadmin@cityofbethel.net
Garrett Hussion		Phone: 907-543-3110
		Website : www.cityofbethel.org

Join Zoom Meeting

<https://us06web.zoom.us/j/93975075606?pwd=WEtCUFNHNL2lTTFNLR24yeFoyZlFkZz09>

Meeting ID: 939 7507 5606

Passcode: 004626

Dial by Location

253 215 8782 US (Tacoma)	301 715 8592 US (DC)	833 548 0276 US Toll-free	877 853 5257 US Toll-free
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669 900 9128 US (San Jose)	646 558 8656 US (New York)		

I. CALL TO ORDER

II. ROLL CALL

III. PEOPLE TO BE HEARD

IV. APPROVAL OF AGENDA

V. APPROVAL OF MINUTES

A. February 23, 2022

Rescheduled Meeting

VI. UNFINISHED BUSINESS

A. Phase II Multipurpose Facility

1. Feasibility Study

2. Ideas for Improved Operation

3. Recommendation to City Council to Allocate Funding to the Fitness Center Dedicated Fund an Amount Equal to Utility Expenses for Next Fiscal Year

B. YKHC/KUC Boardwalk

C. Evaluate 2022 Committee Goals, Tasks, and Priorities

D. Potential Conveyance of Pinky's Park Land to ONC

E. Recreation Services Contract

VII. NEW BUSINESS

A. Fitness Center Facility Hours

B. Potential Revenue Streams and Budget Information for the Fitness Center

VIII. EX OFFICIO MEMBER REPORTS

IX. COMMITTEE MEMBER COMMENTS

X. ADJOURNMENT

People to be Heard Through Written Testimony

- Must be emailed to pwadmin@cityofbethel.net by 4:00 p.m. the day of the meeting.
- Specifically request that it be presented under people to be heard.
- Contain full, real name of the person sending the request.

Posted March 8, 2022 at City Hall, AC Co., Swanson's, and the Post Office.

Charlie Dan

Charlie Dan, Public Works Assistant



Update to City Council #1

March 22, 2022

- ✓ Introduction to the Comprehensive Plan Update
- ✓ Upcoming Community Meeting #1

AGENDA



- ① **Project Team Introductions**
- ② **Comprehensive Plan Update Overview**
- ③ **Community Meeting #1 on March 24**
- ④ **Public Involvement Overview**
- ⑤ **Questions & Comments**

PROJECT TEAM INTRODUCTIONS

City of Bethel

- ✓ Peter Williams, City Manager
- ✓ Ted Meyer, City Planner
- ✓ John Sargent, Grant Manager

DOWL

Project Manager:

- ✓ LaQuita Chmielowski, Senior Land Use Planning Manager

Project Team:

- ✓ Renee Whitesell, Senior Transportation Planner
- ✓ Kate Silber, Land Use Planner
- ✓ Morgan McCammon, Public Involvement Specialist

PURPOSE OF A COMP PLAN



Required by state law



Generally, helps transform the City's vision for itself into real changes



Guides development of the community, based on past and future trends



Guides the provision of public facilities and services

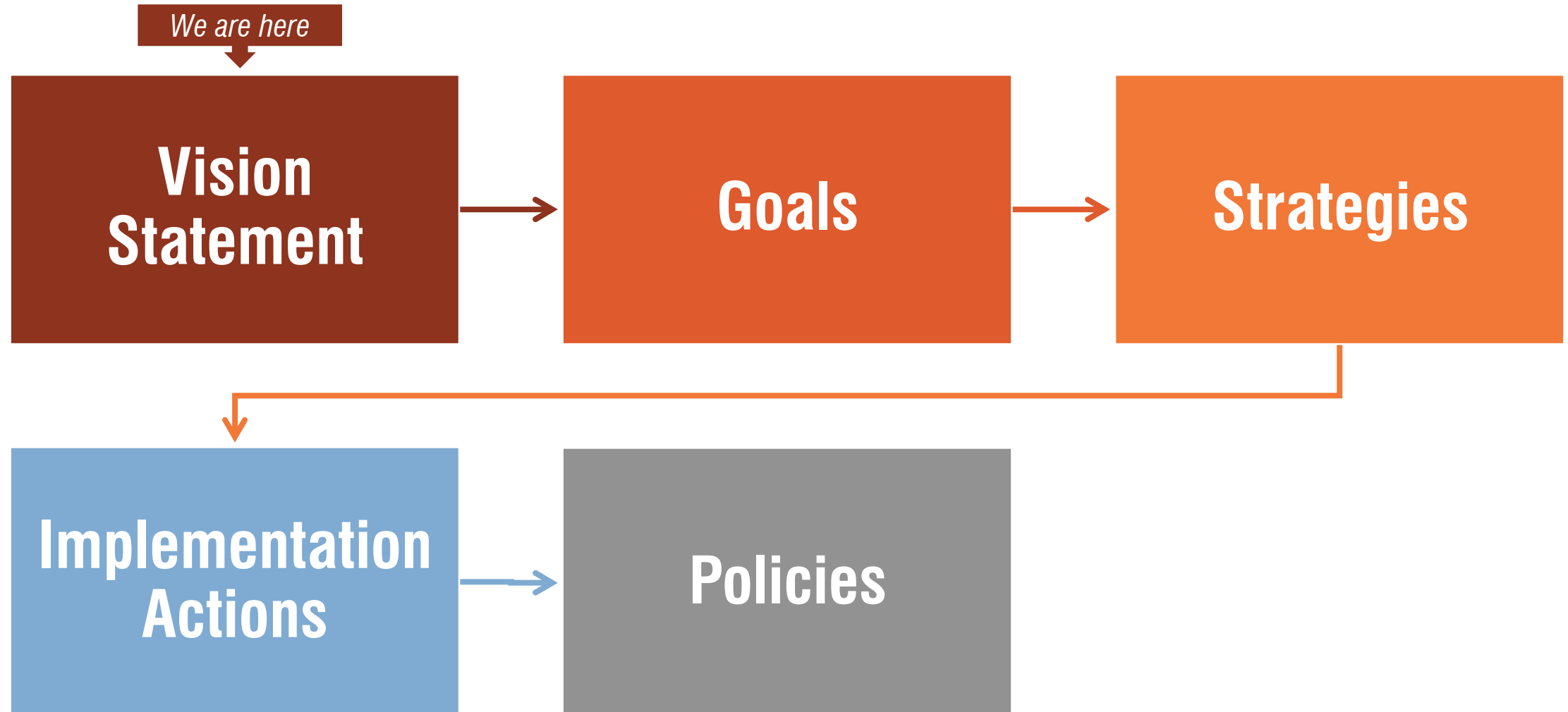


Sets goals, strategies, and implementation actions for the long term



Allows for flexibility to respond to unexpected challenges and opportunities

HOW DOES A COMP PLAN WORK?



CURRENT COMP PLAN CONTENT

1. About the Plan

2. Regional Context

3. Vision and Goals

4. Land Use, Housing, and Environment

5. Transportation

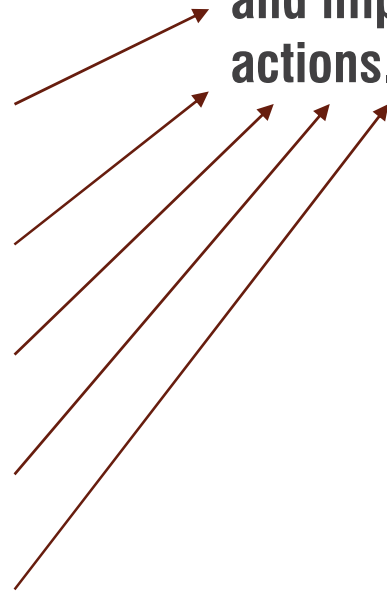
6. Economic Development

7. Energy

8. Public Facilities and Services

9. Implementation

Each section has goals, strategies, and implementation actions.



BETHEL
COMPREHENSIVE PLAN
2035

SEPTEMBER 2011

prepared by AGNEW::BECK Consulting
for the City of Bethel, Alaska



UPDATE METHODOLOGY

- ✔ **Review and update by section:** Some goals or strategies may have already been achieved, or the City may have gone in a different direction. Sections may be able to be combined or shift in focus to better capture the direction for Bethel going forward.
- ✔ **More concise, implementable action items:** A key focus will be to create lists of focused action items and policies that are achievable. A concise and implementable Comp Plan is more user-friendly to ensure the City works towards its goals.
- ✔ **Community involvement throughout:** There are several ways to participate:
 1. We will be back for more Updates to City Council (TBD)
 2. Community Meeting #1 on March 24 (Community Meeting #2 TBD)
 3. Submit comments or questions to BethelCompPlanUpdate@dowl.com at any time
 4. Volunteer for the Stakeholder Working Group – more info at the Community Meeting
 5. Attend City Council or Commission / Committee meetings when we are presenting (TBD)

COMMUNITY MEETING #1

- ✓ **March 24, 4:30pm to 6:30pm**
- ✓ **Virtual meeting format:** Zoom
- ✓ **Topics:** We plan to cover:
 1. Introductions to the project team
 2. Overview of the purpose and function of a Comp Plan
 3. Overview of the current plan and update methodology
 4. Vision workshop
 - What are the first things that come to mind when you think of Bethel?
 - Looking towards the future, what things are most important for Bethel?
 5. Questions and comments

COMING UP

MAR

24

Community Meeting #1
Introduction & Vision

TBD

?

Community Meeting #2
Either Spring or Fall - stay tuned!

Date	Meeting	Topics
March 10	Stakeholder Meeting #1	Kick-off
March 22	City Council Update #1	Introduction to the project
March 24	Community Meeting #1	Introduction to the Comprehensive Plan Update & Developing Community Vision for 2045
March 31	Stakeholder Meeting #2	Vision Statement and Goals
<i>Bi-weekly until June</i>	Stakeholder Meetings #3-7	Focusing on 1-2 sections of the current plan each meeting
<i>April through June</i>	City Committee & Commission Meetings	Presenting on topics relevant to each committee and commission at their respective meetings
<i>TBD</i>	City Council Meetings	Presenting to City Council at a few key points throughout the project
<i>TBD – Spring or Fall</i>	Community Meeting #2	Review Draft Plan
<i>Summer</i>	---	<i>Project team works on the document.</i>
August 25	Stakeholder Meeting #8	Review revisions and final document
September	Finalize Plan	

THANK YOU!

Any questions? Comments? Early feedback?

LaQuita Chmielowski

DOWL Senior Land Use Planning Manager



907.562.2000



BethelCompPlanUpdate@dowl.com



www.BethelCompPlanUpdate.com – coming soon!





What is your vision for Bethel in 2045?



The City of Bethel wants to hear from you

as we prepare the Bethel Comprehensive Plan 2045. Join us virtually for our first Community Meeting on Thursday, March 24, 2022, from 4:30 to 6:30 pm, to learn more and share your input. This Plan was last updated in 2011; now, the City of Bethel would like to hear about your vision for the future of Bethel in order to plan ways to implement the community's vision.

Meeting materials will be posted to the project website before the meeting. Comments can be made during the meeting verbally or in writing. Comments can be submitted via the project website and project email address throughout the duration of the project.



**Thursday
March 24
2022**

4:30 - 6:30 pm

Zoom (virtual meeting)

Meeting ID: 835 1003 4064

Meeting Passcode: 367541

Click [here](#) to directly link to the Zoom meeting



To contact the project team directly:

Email BethelCompPlanUpdate@dowl.com or

Call Morgan McCammon | DOWL Public Involvement | 907.562.2000

Visit www.BethelCompPlanUpdate.com (coming soon!)

to join the email list, make a comment, and to learn more about this effort.

Introduced by: Council Member Henderson
Introduction Date: January 25, 2022
Public Hearing: February 8, 2022
Public Hearing: March 22, 2022
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #22-02

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BMC 10.03.040 GOVERNING THE OPERATION OF ALL TERRAIN VEHICLES (ATVs) ON PUBLIC ROADWAYS WITHIN THE CITY OF BETHEL

WHEREAS, the State of Alaska has enacted the Alaska Uniform Traffic Laws Act at AS 28.01.010-020;

WHEREAS, pursuant to AS 28.01.010(a), the Alaska Uniform Traffic Laws Act and any regulations adopted under Title 28 apply within all municipalities of the state, and a municipality may not enact an ordinance that is inconsistent with the provisions of Title 28 or the regulations adopted under it;

WHEREAS, AS 28.01.010(b) provides that, "notwithstanding" AS 28.01.010(a), "a municipality may enact necessary ordinances to meet specific local requirements.";

WHEREAS, in 2013, under BMC 10.01.010, the City adopted "all statutes and regulations of the state of Alaska, as they presently exist and as they may be revised in the future, relating to motor vehicles offenses, as the traffic code for the city."

WHEREAS, on October 14, 2021, the State of Alaska, Department of Public Safety adopted new regulations, effective January 1, 2022, governing the use of ATVs and snowmachines on "public roadways";

WHEREAS, the new state regulations at 13 AAC 02.325(g) provide that "[n]o person may drive an all-purpose vehicle on any public roadway where the designated maximum speed is greater than 45 miles per hour.";

WHEREAS, the new state regulations at 13 AAC 02.482(c) provide that "[n]o driver of an all-purpose vehicle may travel on a public roadway where that travel is prohibited by a local law or ordinance enacted in accordance with AS 28.01.010";

WHEREAS, state regulations at 13 AAC 02.280 permit a municipality to determine reasonable and maximum speed limits on any part of the state or municipal highway system and post notice of same;

Introduced by: Council Member Henderson
Introduction Date: January 25, 2022
Public Hearing: February 8, 2022
Public Hearing: March 22, 2022
Action:
Vote:

WHEREAS, the new state regulations at 13 AAC 40.010(a)(67) includes ATVs in its definition of "all purpose vehicle," but do not define "public roadway;"

WHEREAS, the City contains numerous "public roadways," some owned by the State and some by the City and further prohibits the use of all-terrain vehicles on Chief Eddie Hoffman Highway and Akakeek;

WHEREAS, based on the foregoing and its general broad municipal powers, the City Council has the authority to proscribe speed limits for ATVs on all public roadways, regardless of state or city ownership, within the municipality; and;

WHEREAS, the City Council finds it necessary, in the interest of public safety, to exercise its authority to limit the speed of ATVs on all public roadways within city limits to fifteen (15) miles per hour.

NOW, BE IT ORDAINED, the City Council amends the Bethel Municipal Code 10.03.040 by amending the language regarding operation of ATVs.

SECTION 1. Classification. This is a Codified Ordinance and shall become part of the Bethel Municipal Code.

SECTION 2. Amendments. Bethel Municipal Code 10.03.040 is amended as follows: (new language is underlined and old language is stricken):

10.03.040 Operation of all-terrain vehicles (ATVs).

A. ATVs are permitted to operate on ~~city streets~~ a public roadway within city limits except on Chief Eddie Hoffman Highway and Akakeek, under the following conditions:

1. Except as otherwise provided in this section, ATVs must comply with all city of Bethel and state of Alaska traffic laws and ordinances.
2. ATVs must be registered through the Division of Motor Vehicles and proof of registration must be displayed in the designated location on the vehicle.
3. Vehicles must have liability insurance, and proof of insurance must be presented upon demand.
4. While driving on a ~~city road~~ public roadway within city limits, ATVs:
 - a. Must stay on the correct side of the lane of traffic except when crossing the road;
 - b. May not pass other moving vehicles;
 - c. May not weave in and out of traffic;
 - d. May not operate in any other manner that may be considered careless, reckless, or negligent;
 - e. Must be under one thousand five hundred (1,500) pounds (including cargo).

Introduced by: Council Member Henderson
Introduction Date: January 25, 2022
Public Hearing: February 8, 2022
Public Hearing: March 22, 2022
Action:
Vote:

5. ~~The~~ Notwithstanding any other posted speed limit, the speed limit for an ATV on a ~~city road~~ public roadway within city limits is fifteen (15) miles per hour.

6. The speed limit in a parking lot or an area congested with pedestrians is five (5) miles per hour.

7. The operator must have a valid driver's license. [Ord. 16-31 § 2.]

SECTION 3. Effective Date. This ordinance shall become effective upon adoption by the City Council.

ENACTED THIS ____ DAY OF 2022, BY A VOTE OF ____ IN FAVOR AND ____ OPPOSED.

Mark Springer, Mayor

ATTEST:

Lori Strickler, City Clerk



City of Bethel

Committees and Commissions

Recommendation to City Council

Committees and Commissions that wish to make a recommendation to City Council should turn this form in to the City Clerk or to the City Council representative on the committee or commission. Recommendations fall under reports of standing committees and are not actionable by the City Council.

Committee/Commission: Public Safety and Transportation Commission	Chairman: Theresa Quinter
Date Submitted: March 3, 2022	Council Rep: C.J. McCormick

Issue:

Ordinance #22-02 was forwarded to the PSTC for review, discussion, and recommendation concerning its impact on the community.

Recommendation:

It was passed unanimously to recommend Council table Ordinance #22-02 for one year. By tabling it, the City would allow ATV traffic to proceed in accordance with current State statute and City Code (BMC 10.03.040) and allow data to be collected concerning its real impact on our community. This information will further enable Council and Citizens to make an informed decision.

In the event council wants to enact the ordinance contrary to the PSTC recommendation, the PSTC recommends unanimously that the inclusion of Akakeet Street as a prohibited place be removed. The inclusion of this street as a prohibited place would push all ATV traffic to Ptarmigan and Ridgecrest Streets, in front of the schools' entrances, and mix it with the high volume of pedestrian traffic already present at times.

SUGGESTED AMENDMENT TO ORDINANCE 22-02

From Public Safety and Transportation Commission

Suggested Amendment

Motion to amend to strike “and Akakeek” under BMC 10.03.040.

The amendment would read:

10.03.040 Operation of all-terrain vehicles (ATVs). A. ATVs are permitted to operate on city streets a public roadway within city limits except on Chief Eddie Hoffman Highway ~~and Akakeek,~~ under the following conditions

CITY OF BETHEL, ALASKA

Emergency Ordinance #22-10

**AN ORDINANCE BY THE BETHEL CITY COUNCIL
EXTENDING THE DECLARATION OF EMERGENCY ISSUED THROUGH
ORDINANCES 21-30, 21-16, 21-08, 21-02, 20-38, 20-32, 20-29, 20-11,
20-09, 20-08, 21-38, 21-46, 21-51, 21-62, 22-05**

- WHEREAS,** on March 11, 2020, the State of Alaska declared a public health emergency in response to an anticipated outbreak of COVID-19 in Alaska;
- WHEREAS,** on March 24, 2020, Bethel City Council adopted Ordinance #20-08; authorizing the City Manager and City Council to modify or suspend sections of the Bethel Municipal Code regarding public meetings and participation, procurement, contracts, leases and personnel rules in order to ensure the health, safety and welfare of the City during a State-declared public health emergency;
- WHEREAS,** on March 25, 2020, the Bethel City Council adopted Ordinance #20-09, finding the existence of a public health emergency related to the COVID-19 outbreak, incorporating by reference the declaration of local disaster emergency issued by the Acting City Manager and Mayor on March 24, 2020; seeking state and federal funding assistance; and issuing certain health advisories, and requests consistent with state and federal law;
- WHEREAS,** the potential extent and effect of COVID-19 cannot yet be known, it remains vital for the City of Bethel to be prepared and take all needed precautions until there is no longer a threat;

NOW THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska:

Section 1. Finding of Emergency. The Bethel City Council finds that an emergency exists in the City of Bethel due to the outbreak of COVID-19, which has been declared a global pandemic and a state and national public health emergency.

Section 2. Classification. This ordinance is not permanent in nature and is a non-codified ordinance that shall not become part of the Bethel Municipal Code.

Section 3. All provisions of Ordinance #20-11, as amended, remain in effect.

Section 4. Effective and Expiration Date: This ordinance is effective immediately upon
City of Bethel, Alaska Ordinance #22-10

Introduced by: Mayor Springer
Introduction and Public Hearing Date March 22, 2022
Action:
Vote:

adoption by the City Council and shall remain in effect for a period of sixty (60) days.

ENACTED THIS 22nd DAY OF MARCH 2022 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Mark Springer, Mayor

ATTEST:

Lori Strickler, City Clerk

CITY OF BETHEL, ALASKA

Ordinance #22-09

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BMC 01.01.120 CODE ADOPTION, SUPPLEMENTS TO CODE

WHEREAS, under Bethel Municipal Code 1.01.060, the city clerk's office is the codifier of ordinances for the city of Bethel;

WHEREAS, modernized code publishing options give the community immediate access to ordinances adopted by the council and to their codification in the Bethel Municipal Code within a short time following council's adoption;

WHEREAS, previously, the City waited months for codified updates to the code and printed supplements to the printed code;

WHEREAS, portions of the Bethel Municipal Code reference these outdated printed supplements and should be removed to help ensure the organization is efficient and effective in the codification of ordinances;

WHEREAS in light of modernized online options, printed supplements are no longer necessary;

WHEREAS, [Alaska Statute 29.25.050\(b\)](#) permits exemption from printed supplements when "the code is kept current by regular supplements"; and

WHEREAS the Bethel Municipal Code is regularly and timely supplemented online following the adoption of council's codified ordinances.

**NOW, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL,
ALASKA:**

SECTION 1. Classification. This is a Codified Ordinance and shall become part of the Bethel Municipal Code.

SECTION 2. Amendments. Bethel Municipal Code 01.01.120 is amended as follows: (new language is underlined and old language is stricken):

1.01.120 Supplements to code.

A. By contract or by city personnel, supplements to this code shall be prepared ~~and printed~~ whenever authorized or directed by the city clerk. A supplement to the code shall include all substantive permanent and general parts of ordinances passed by the city council or adopted by initiative and referendum during the period covered by the supplement and all changes made by the supplement in the code. ~~The pages of a supplement shall be so numbered that they will fit properly into the code and will, where necessary, replace pages which have become obsolete or partially obsolete; and the new pages shall be so prepared that, when they have been inserted, t~~The code will be current through the date of the adoption of the latest ordinance included in the supplement.

B. In preparing a supplement to this code, all portions of the code which have been repealed shall be excluded from the code ~~by their omission from reprinted pages.~~

C. When preparing a supplement to this code, the codifier, meaning the person, agency or organization authorized to prepare the supplement, may make formal, non-substantive changes in ordinances and parts of ordinances included in the supplement, insofar as it is necessary to do so to embody them into a unified code. For example, the codifier may:

1. Organize the ordinance material into appropriate subdivisions;
2. Provide appropriate catchlines, headings and titles for sections and other subdivisions of the code ~~printed in the supplement~~ and make changes in catchlines, headings and titles;
3. Assign appropriate numbers to sections and other subdivisions to be inserted in the code and, where necessary to accommodate new material, change existing section or other subdivision numbers;
4. Change the words "this ordinance" or words of the same meaning to "this chapter," "this article," "this division," etc., as the case may be, or to "sections through ..."; and the inserted section numbers will indicate the sections of the code which embody the substantive sections of the ordinance incorporated into the code; and

Introduced by: Mayor Springer
Introduction Date: March 22, 2022
Public Hearing: April 12, 2022
Action:
Vote:

5. Make other nonsubstantive changes necessary to preserve the original meaning of ordinance sections inserted into the code, but in no case shall the codifier make any change in the meaning or effect of ordinance material included in the supplement or already embodied in the code.

State law reference — ~~Revision of Alaska Statutes, AS [01.05.031](#).~~

~~D. Additions to this code shall be printed no less often than each six (6) months and shall be available as provided in section 1.05.075*.~~

State law reference – Codification, AS [29.25.050](#).

SECTION 3. Effective Date. This ordinance shall become effective upon adoption by the City Council.

ENACTED THIS ____ DAY OF 2022, BY A VOTE OF ____ IN FAVOR AND ____ OPPOSED.

ATTEST:

Mark Springer, Mayor

Lori Strickler, City Clerk



City of Bethel

Administration
P.O. Box 1388 Bethel, Alaska 99559
Phone # 907-543-1371
Fax # 907-543-4171

February, 2018

Bethel City Council
P.O. Box 1388
300 state highway
Bethel, AK 99559

Mayor, Vice-Mayor and Members of City Council;

In the matter of permitting Good Vibes LLC. a retail marijuana license # 30563., located in Bethel, AK 99559; Located at 323 Chief Eddie Hoffman Highway in Bethel, Alaska:

Bethel Municipal Code (BMC) 5.08.020(d) requires the City Manager to provide a written report to City Council, with a copy to the applicant, listing any objections to the Board issuance of the application.

According to BMC 5.08.020(c) City Planner, City Finance Director, City Fire Chief and Police Chief shall forward written statements to the City Manager outlining their findings:

- a) Finance Director- Good vibes does not have a utility billing account. The owner, Brian Glasheen, has a separate account he opened in June 2021. He never made a payment and owes \$2,236.12 as of February 28, 2022. The services from that account are discontinued. Good Vibes is not operational and has not obtained a business license. The Finance Dept. feels that a business license is not needed at the moment. They have obtained a State Business license.
- b) Planning Director- This locations' CUP, with conditions, was approved when Good Vibes obtained a retail marijuana license on July 15, 2021. The conditions at the time called out for eight parking spaces and two driveways that accessed the property. Those conditions were met.
- c) Police Dept. – This business has not developed the site or constructed a building as of February 2022. There have been no calls to this address.

- d) Fire Dept. – There were 20 EMS calls to the immediate area of 323 CEHH along with three calls for fire. This property is located across from the Fire Dept. The Fire Dept. has some concerns that there may be excess vehicular and foot traffic which could impact incident times.
- e) Fire Chief- There were 20 calls for EMS service and three calls for fire near this location in the last 12 months. These took place on Front St. between Main St. and Oscar Way.

City Manager Concerns-

I have some concerns with issuing this license per BMC 5.10.030. They do not have a Business License and the owner has not resolved his outstanding debt with the Fiancé Dept. The Fire Dept has I feel has voiced legitimate concerns per BMC 5.10.030 (F). I think that signage should be installed to warn vehicular traffic on CEHH of Good Vibes driveway. I do not recommend Good Vibes be allowed a license to conduct business till these issues are resolved.



Peter Williams
City Manager, City of Bethel



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

Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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.

Licensee:	Good Vibes LLC	MJ License #:	30563		
License Type:	Retail Marijuana Store				
Doing Business As:	Good Vibes Bethel				
Premises Address:	323 Chief Eddie Hoffman Hwy				
City:	Bethel	State:	Alaska	ZIP:	99559
Mailing Address:	1834 Buccaneer PL				
City:	Anchorage	State:	Alaska	ZIP:	99501
Designated Licensee:	Brian Glasheen				
Main Phone:	9075451144	Cell Phone:	9075451144		
Email:	asbpg2@gmail.com				

AMCO



Form MJ-01: Marijuana Establishment Operating Plan

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:

-The facility will have Front door signage stating "No one under 21 years of age allowed." This will warn persons under the age of 21 to not enter the marijuana retail sales facility.

-Non-public doors (rear employee door) will be locked at all times, limiting any access. Video surveillance cameras and exterior lighting will be used throughout the facility as well as at the exterior perimeter of the building to continuously monitor the premises and to deter any unauthorized individuals from attempting to access the premises.

(continued)

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:

All doors leading to restricted access areas will have commercial grade locks. The main entrance will be unlocked only when the store is open for business; the rear exterior door for employees and the interior storage door will be locked at all times. A code or magnetic keycard will be required to enter, and an audible alert will sound anytime the employee-only door is accessed. Required signage stating "Restricted access area. Visitors must be escorted" will be posted on the rear exterior employee door and on the interior storage area door. A security system will be continuously active to ensure no unauthorized access goes unnoticed. Video of all entrance areas, the entirety of the retail marijuana store, and adjacent merchandise area will be provided by the required surveillance system.

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

Visitors to the restricted access areas must enter required information (name, date, and time of entry) into a log book and will be escorted by an employee. This logbook will be placed in the secured media/record room at the end of the workday when the last licensee, employee or agent leaves. Anyone escorting visitors must have a marijuana handler's card. A sign stating "Restricted access area. Visitors must be escorted." will be posted on the front door of the restricted access retail marijuana store.



Form MJ-01: Marijuana Establishment Operating Plan

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:

GOOD VIBES LLC dba Good Vibes Bethel Retail Marijuana Store AMCO License #30563 (LOGO) Visitor	(PHOTO)	GOOD VIBES LLC dba Good Vibes Bethel Retail Marijuana Store AMCO License #30563 (LOGO)
Name: Title: Marijuana Handler's Card #: Signature:		

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:

At all exterior entrance points light fixtures will provide illumination sufficient to identify persons at least 20 feet from the entrance. Exterior fixtures will be selected to resist weather conditions and tampering.

Exterior lighting around the perimeter of the building will discourage loitering or burglary.

AMCO



Form MJ-01: Marijuana Establishment Operating Plan

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:

A key pad or magnetic card reader will be placed at the employee restricted access area door behind which marijuana is sold and stored. All exterior windows and each exterior door will be connected to the alarm system and equipped with a motion sensor. If triggered, an automatic electronic alert will be sent to the security monitoring center as well as to the licensees' cell phones and/or the manager. This will also trigger an audible alarm to help deter potential intruders. Licensee and manager will have access to remotely view the security footage live via their cellular phones. The alarm system will be active at all times that the facility is closed. The last employee or licensee to leave the facility each night will activate the alarm system and the first employee or licensee to arrive in the morning will deactivate the system.

In the event that the alarm system sends an electronic alert to the licensee and local law enforcement to notify them of an unauthorized breach, management will await instruction from law enforcement and comply with all directives. Once it is safe to do so, employees will return to the facility and inspect for property damage, theft, take inventory and submit all necessary and requested documentation to law enforcement officials and to AMCO enforcement. Additionally, any event that occurs on the licensed premises that involves local law enforcement will be promptly reported to AMCO Enforcement via email. In the case of the establishments knowledge of evidence or circumstances that reasonably indicate theft, diversion, or unexplained disappearance of marijuana, marijuana products, or money from the licensed premises; or any unauthorized access to the licensed premises, the licensee's will notify AMCO and AMCO Enforcement within 24 hours.

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

Good Vibes LLC has a zero tolerance policy towards theft or diversion/inversion. Video surveillance will continuously monitor all areas where marijuana is sold and handled. A manager or a designated employee will be required to perform weekly inventory counts to ensure the business records match METRC records. Weekly counts are documented as business records. If it is discovered or suspected that theft or diversion has occurred, employees will alert the Licensee or manager immediately. Employees will complete mandatory training in identifying theft or diversion.
(continued)

3.7. Describe your policies and procedures for preventing loitering:

Good Vibes will have video surveillance and lighting to allow detection of loiters outside the retail area. Security fencing around the property will limit traffic to the property via designated entry/exit points. All loiterers will be asked to leave the premises immediately by an employee. If the loiterer does not leave, law enforcement will be called.

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

Initials

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.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Video Surveillance (3 AAC 306.720):

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.

BZ

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.

BZ

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

BZ

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).

BZ

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:

An exterior camera will be positioned at the two exterior access points. A camera will be positioned in the interior of the facility at each exterior access point so that entries into the facility are recorded. A camera will be placed at the till in the marijuana sales restricted access area. Cameras will be distributed in a way sufficient to provide surveillance of all restricted access areas per 3 AAC 306.720.

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:

All surveillance recording equipment and footage will be stored in the secured storage and surveillance room. The room will be accessible only by authorized employees and the licensee, and will be locked at all times. Recorded data will be stored for a minimum of forty (40) days. All recordings will be time and date stamped, and archived in a format that prevents alteration of the recorded image. Recordings and surveillance data will be available to AMCO and law enforcement upon request.



Form MJ-01: Marijuana Establishment Operating Plan

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:

Initials

- 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.

BAC

BAC

BAC

BAC

BAC

BAC

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BAC

BAC

BAC

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 required records maintained in paper format will be housed in the secure storage and surveillance equipment shed for a minimum of six (6) months. Older records (at least one year old) may be housed off-premises.

All electronic records will be maintained on a local hard drive, as well as backed regularly to an external hard drive or cloud-based document storage site (e.g. Dropbox or Google Drive).

Critical files and documents will be placed in a fire safe cabinet.

All records will be provided to MCB or AMCO staff upon request.



Form MJ-01: Marijuana Establishment Operating Plan

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: Initials

- 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. All licensees, and every 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: Initials

- 6.1. All licensees, and each employee or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment. 
- 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 shadow the owner or manager for at least one day before being asked to perform employment tasks autonomously. All Marijuana Handlers will be given a 90 day training and evaluation period to demonstrate they can comply with Alaska State Statutes Marijuana Sales requirements and food handling training requirements.



Form MJ-01: Marijuana Establishment Operating Plan

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:

If any marijuana or marijuana product is transported from the retail store to a different retail license, a trip manifest would be printed from METRC to accompany the shipment. A copy of the trip manifest would be maintained on the licensed premises as a business record. Any marijuana/marijuana product up to five pounds to be transported will be placed within a sealed container and placed in a secure storage compartment within the transport vehicle. Any individuals involved in the transport will have a valid marijuana handler permit, be trained to travel directly to the destination without any unnecessary stops, and will not open the container.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

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.

BS

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.

BS

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.

BS

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.

BS

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.

BS

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.

BS

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

BS

Section 9 – Signage and Advertising

Review the requirements under 3 AAC 306.770.

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

There will be one sign not exceeding 4,800 sq inches sign place on the west side of the building.



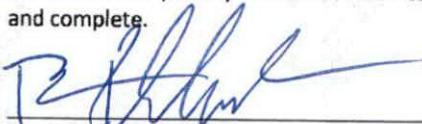
Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

9.2. Describe any advertising you intend to distribute for your establishment. Include medium types and business logos (photos or drawings may be attached):

Good Vibes plans to advertise with ads on the the radio and local newspaper.

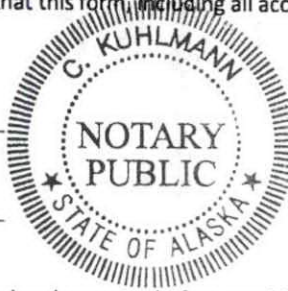
I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.



Signature of licensee

Brian Glasheen

Printed name of licensee





Notary Public in and for the State of Alaska

My commission expires: 08/10/2025

Subscribed and sworn to before me this 1st day of October, 20 21.



Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):

2.1 continued:

-Before entry is permitted to the store, employees will: a. Review visitor's I.D. (passport, driver's license, instructional permit, state or territory ID card, or other ID card issued by an authorized federal or state agency) of each visitor to ensure each visitor is 21 years old; b. Ensure each visitor ID is current, unexpired, unaltered, and valid; and c. Ensure the picture and person match before permitting entry to the retail facility.

-If the employee confirms or suspects the visitor is under 21 years of age, they will refuse entry to the person.

3.6 continued:

If it has been determined that an employee is caught stealing marijuana the company will notify local law enforcement immediately, comply with all law enforcement and AMCO directives, and provide the necessary information and records for a thorough investigation. Once a theft is reported, management will update the product records in METRC, and in the business records so as to maintain accurate and complete accounting for all marijuana in the inventory.



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. All diagrams must have the licensed premises area labeled, and outlined or shaded as appropriate.**

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.

Licensee:	Good Vibes LLC	MJ License #:	30563		
License Type:	Retail Marijuana Store				
Doing Business As:	Good Vibes Bethel				
Premises Address:	323 Chief Eddie Hoffman Hwy				
City:	Bethel	State:	Alaska	ZIP:	99559



Form MJ-02: Premises Diagram

Section 2 – Required Information

For your security, do not include locations of security cameras, motion detectors, panic buttons, and other security devices. Items marked with a double asterisks (**) are only required for those retail marijuana establishments that are also applying for an onsite consumption endorsement.

The following details must be included in all diagrams:

- ☐ License number and DBA
- ☐ Legend or key
- ☐ Color coding
- ☐ Licensed Premises Area Labeled and Shaded, or Outlined as appropriate
- ☐ 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 or endorsement types
- ☐ ** Serving area(s)
- ☐ **Employee monitoring area(s)
- ☐ **Ventilation exhaust points, if applicable

The following additional details must be included in Diagram 2:

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

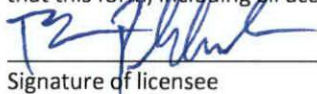
The following additional details must be included in Diagrams 3 and 4:

- ☐ 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

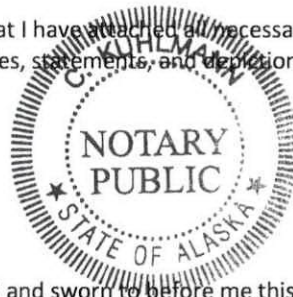
I declare under penalty of unsworn falsification that I have attached all necessary diagrams that meet the above requirements, and that this form, including all accompanying schedules, statements, and applications is true, correct, and complete.



Signature of licensee

Brian Glasheen

Printed name of licensee



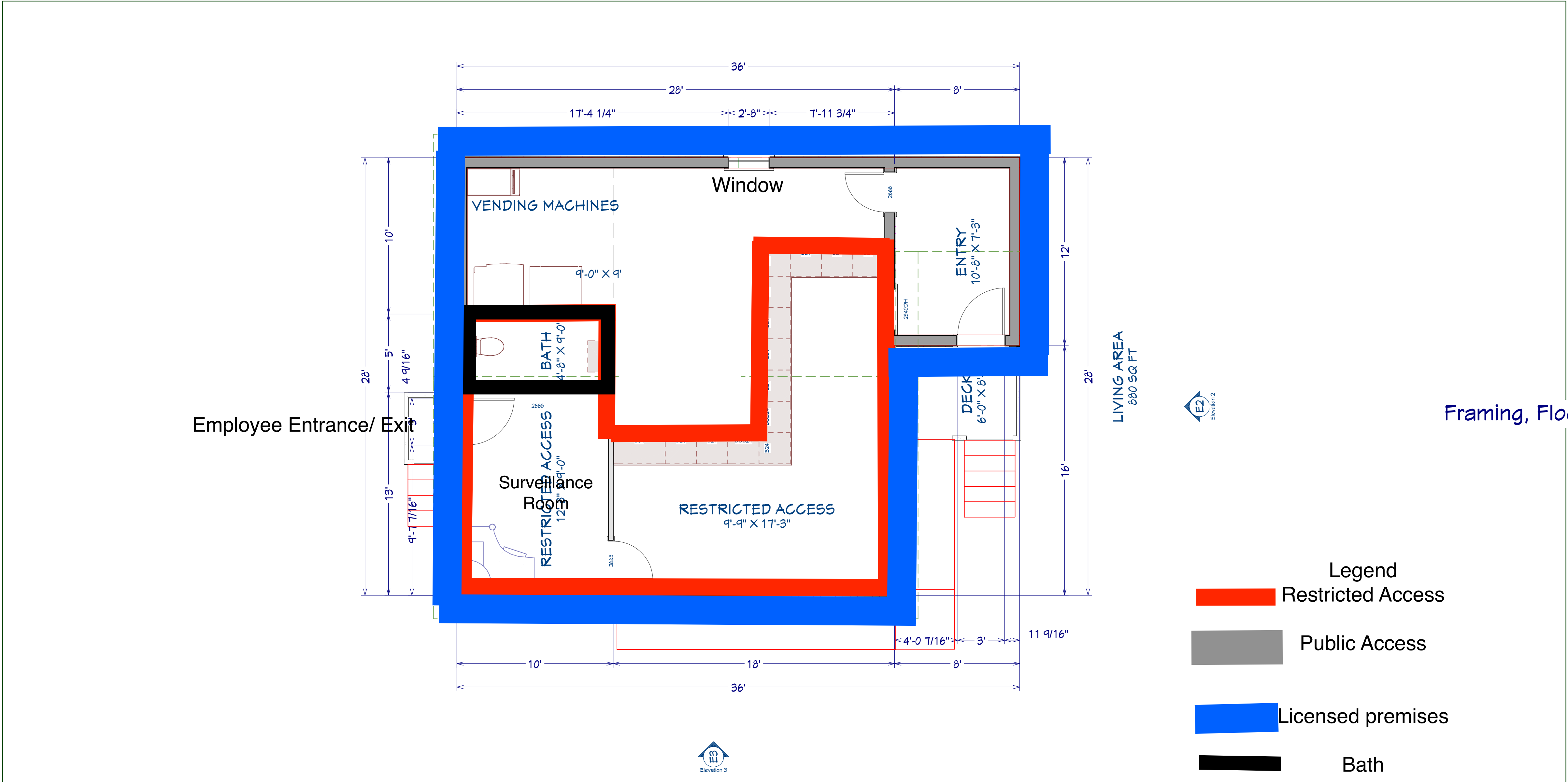


Notary Public in and for the State of Alaska

My commission expires: 08/10/2025

Subscribed and sworn to before me this 1st day of October, 2021.

Diagram 1 and 2
DBA Good Vibes Bethel
30563



REVISION TABLE		DESCRIPTION
NUMBER	DATE	REVISOR

Good Vibes
323 Chief
Eddie Hoffman

AMW
Construction
Custom Home Builder Est. 2010

DATE:

5/17/2021

SCALE:

SHEET:

Diagram 3
DBA Good Vibes Bethel
30563

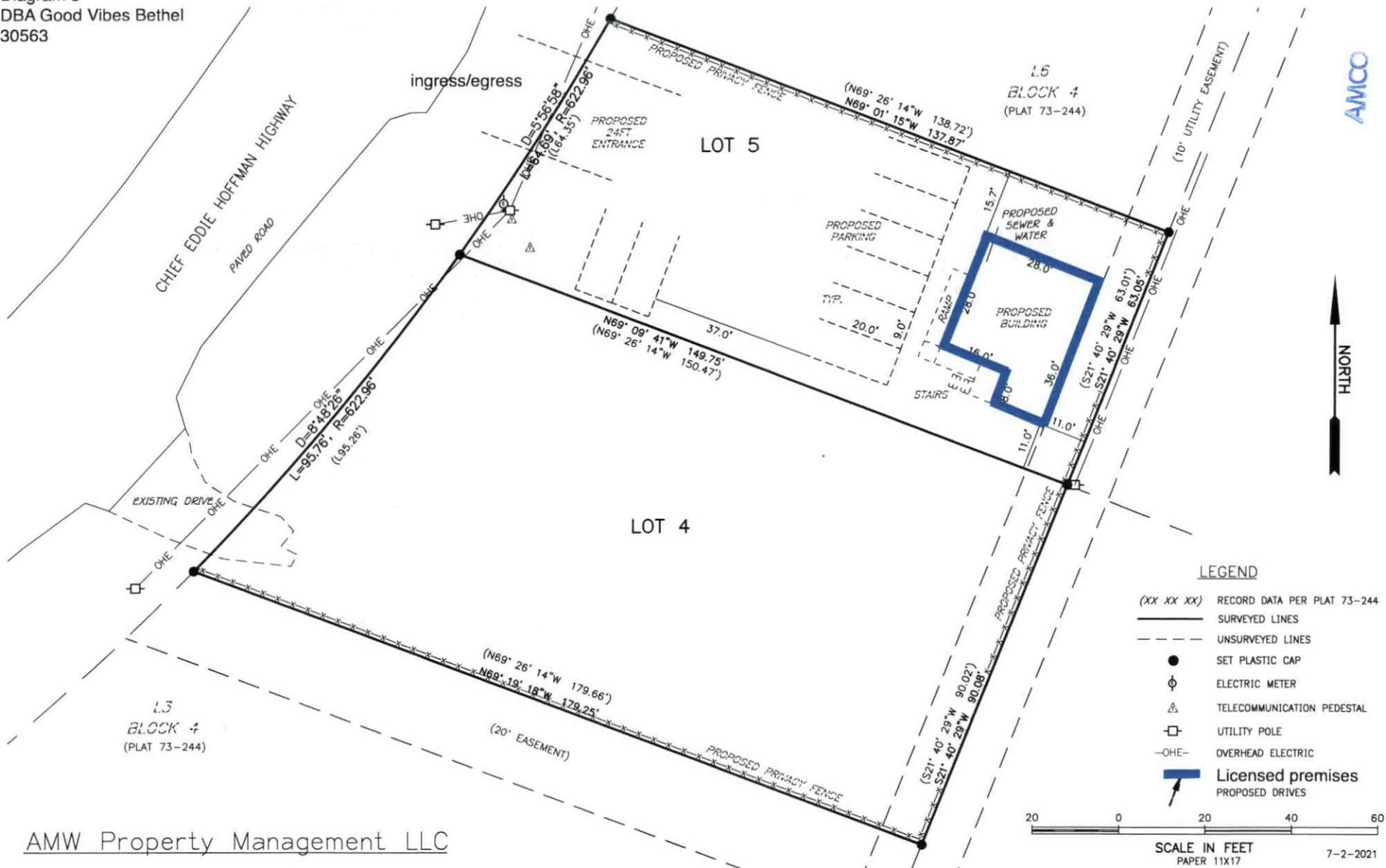


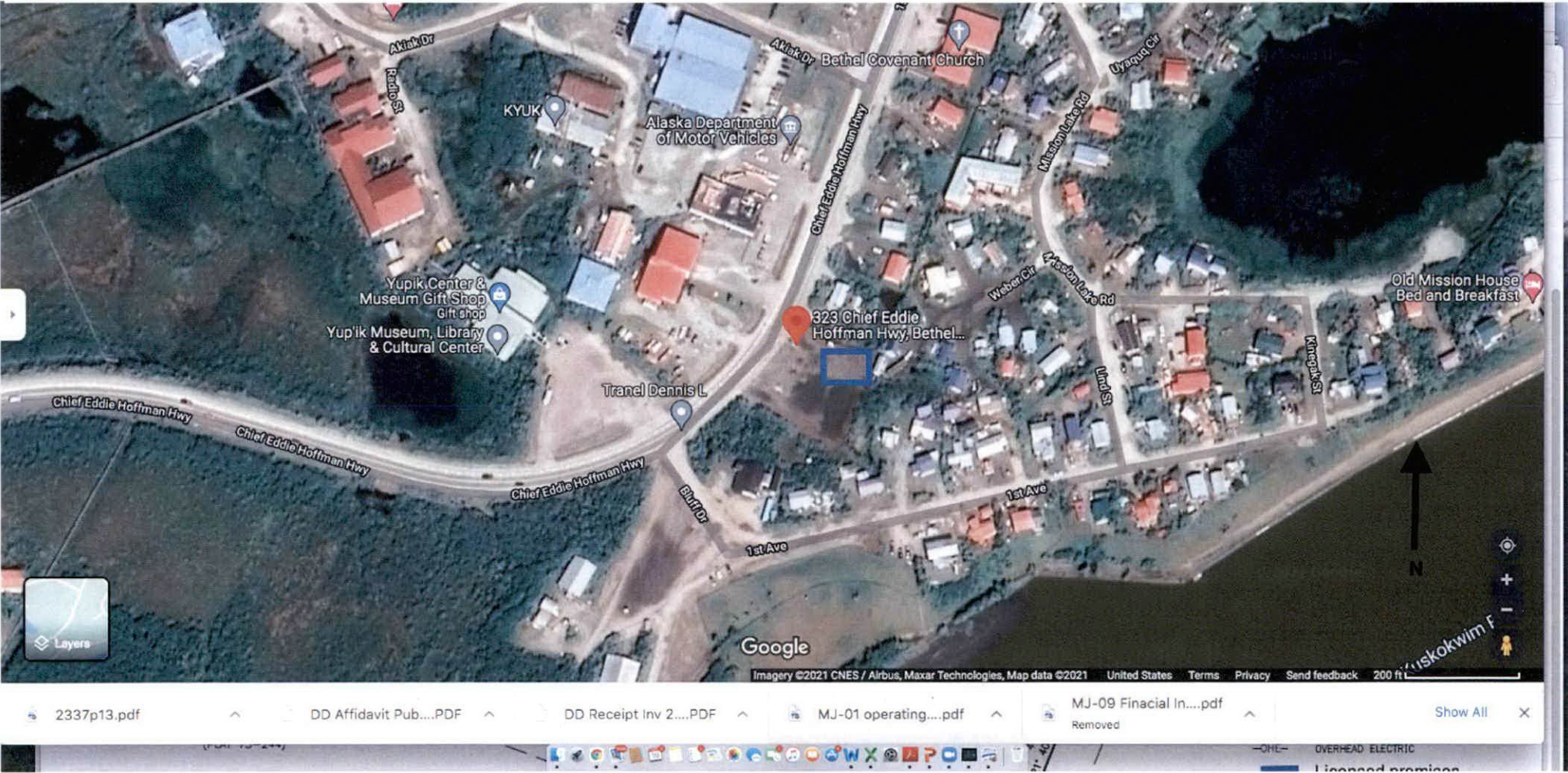
Diagram 4

DBA Good Vibes Bethel
30563

Legend
— licensed premises

AMCO

OCT - 4 2021





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 Operating Plan Supplemental Form MJ-03: Retail Marijuana Store

What is this form?

This operating plan supplemental form is required for all applicants seeking a retail marijuana store license and must accompany **Form MJ-01: Marijuana Establishment Operating Plan**, per 3 AAC 306.020(b)(11). Applicants should review **Chapter 306: Article 3** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of 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 306.315(2).

What additional information is required for retail stores?

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

- Prohibitions
- Signage and advertising
- Displays and sales
- Exit packaging and labeling
- Security
- Waste disposal

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

Section 1 – Establishment Information

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

Licensee:	Good Vibes LLC	MJ License #:	30563		
License Type:	Retail Marijuana Store				
Doing Business As:	Good Vibes Bethel				
Premises Address:	323 Chief Eddie Hoffman Hwy				
City:	Bethel	State:	Alaska	ZIP:	99559

AMCO

OCT - 4 2021



Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

Section 2 – Overview of Operations

2.1. Provide an overview of your proposed facility's operations. Include information regarding the intake and flow of marijuana and marijuana product at your premises, and a description of what a standard customer visit to your establishment would entail:

Each shipment of marijuana and marijuana product that arrives at the Good Vibes Bethel retail store will be inspected by a member of the management team or a designated employee. It will be checked for quality, packaging compliance, test results and weighed before being accepted and added to the store's inventory and entered into METRC. Each shipment will be reconciled with the transport manifest, shipment labels, and packaging labels to ensure consistency. All product will be weighed by Good Vibes and reconciled with the weight listed on the manifest and labels. Any shipments with discrepancies will be rejected. Shipments that pass initial inspection will be accepted into the facility, entered into METRC and the point of sale software, and added to the store's inventory storage or display cases. At the end of each business day, the management team will reconcile the sale's transactions from the point of sale software with the inventory on hand and with METRC to ensure consistency and to resolve any discrepancies immediately.

(Continued)

Section 3 – Prohibitions

Review the requirements under 3 AAC 306.310.

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

All employees will have training on how to identify an impaired individual. Employees will check each potential customer who enters the store for signs of intoxication. Any customer showing signs of intoxication will be refused service and asked to leave the premises immediately. The store's security and surveillance system will deter employees and customers from non-compliant behavior.

3.2. I certify that the retail marijuana store will not:

Initials

- a. sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product in a quantity exceeding the limit set out in 3 AAC 306.355; 
- b. sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product over the internet; 
- c. offer or deliver to a consumer, as a marketing promotion or for any other reason, free marijuana or marijuana product, including a sample; 
- d. offer or deliver to a consumer, as a marketing promotion or for any other reason, alcoholic beverages, free or for compensation; or 
- e. allow a person to consume marijuana or a marijuana product on the licensed premises. 

Answer "Yes" or "No" to the following question:

Yes No

3.3. Do you plan to request future approval of the Marijuana Control Board to permit consumption of marijuana or marijuana product in a designated area on the proposed premises?

☐ ☒

Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

Section 4 – Signage and Advertising

Review the requirements under 3 AAC 306.360 and 3 AAC 306.365. All licensed retail marijuana stores must meet minimum standards for signage and advertising.

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

- 4.1. I understand and agree to follow the limitations regarding the number, placement, and size of signs on my proposed establishment, set forth in 3 AAC 306.360(a).
- 4.2. The retail marijuana store will not use giveaway coupons as promotional materials, or conduct promotional activities such as games or competitions to encourage the sale of marijuana or marijuana products.
- 4.3. All advertising for marijuana or marijuana product will contain the warnings required under 3 AAC 306.360(e).
- 4.4. I understand and agree to post, in a conspicuous location visible to customers, the notification signs required under 3 AAC 306.365.
- 4.5. I certify that no advertisement for marijuana or marijuana product will contain any statement or illustration that:
- a. is false or misleading;
 - b. promotes excessive consumption;
 - c. represents that the use of marijuana has curative or therapeutic effects;
 - d. depicts a person under the age of 21 consuming marijuana; or
 - e. includes an object or character, including a toy, a cartoon character, or any other depiction designed to appeal to a child or other person under the age of 21, that promotes consumption of marijuana.
- 4.6. I certify that no advertisement for marijuana or marijuana product will be placed:
- a. within 1,000 feet of the perimeter of any child-centered facility, including a school, childcare facility, or other facility providing services to children, a playground or recreation center, a public park, a library, or a game arcade that is open to persons under the age of 21;
 - b. on or in a public transit vehicle or public transit shelter;
 - c. on or in a publicly owned or operated property;
 - d. within 1,000 feet of a substance abuse or treatment facility; or
 - e. on a campus for postsecondary education.

Section 5 – Displays and Sales

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

Employees will stand behind the counter that displays marijuana samples that are for sale. Marijuana and marijuana product displays will be kept under the display glass or behind the sales counter. Samples will be displayed in a container with a screened lid that has been designed for purpose of display and selection. When customers request a close inspection of the marijuana being sold the employee will remove a single display container from under the display glass and set it on the counter in front of the customer.



Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

Section 6 – Exit Packaging and Labeling

Review the requirements under 3 AAC 306.345.

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

All pre-packaged cannabis products will arrive to our store in a sealed and locked, temper-evident plastic case with a copy of the transport manifest and other required documentation. Any marijuana or marijuana product will be packaged in child-resistant, opaque and re-sealable packaging. Marijuana or marijuana products delivered that do not meet the packaging standards set out in 3 AAC 306.470, .475, .565 or .570 will be denied.

All packages, either pre-packaged or packaged at Good Vibes, will have a label attached bearing the Good Vibes logo and license number, estimated total amount of THC, and necessary warning labels as required under 3AAC 306.345(b)(3).

6.2. Provide a sample label that the retail marijuana store will use to meet the labeling requirements set forth in 3 AAC 306.345(b):

Good Vibes

Net Weight 3.5g

THCXX mg

Cultivated by: XXXXXX License #XXXXXX

Sold by: Good Vibes LLC License #30563

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.



Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

Section 7 – Security

Review the requirements under 3 AAC 306.350 and 3 AAC 306.720.

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

Before entry is permitted, employees of the retail marijuana store will: a. Review visitor's I.D. (passport, driver's license, instructional permit, state or territory ID card, tribal ID, or other ID card issued by an authorized federal or state agency) of each visitor; b. Ensure each visitor is 21 years old; c. Ensure each visitor ID is current, unexpired, unaltered, and valid; and d. (Continued)

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

Initials

7.2. The video surveillance and camera recording system for the licensed premises covers each point-of-sale area.

BS

Section 8 – Waste Disposal

Review the requirements under 3 AAC 306.740.

8.1. Describe how you will store, manage, and dispose of any marijuana waste, including expired marijuana or marijuana products, 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 or produced:

Good Vibes will be disposing of the following: contaminated marijuana, infected and or rejected for quality, marijuana and marijuana products that reach their expiration date, lastly any other marijuana or marijuana products deemed as waste by the licensees, Manager, MCB or AMCO director. Marijuana waste will be stored away from all other products in a locked container on the premises and will be rendered unusable prior to leaving the store for disposal. (Continued)

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

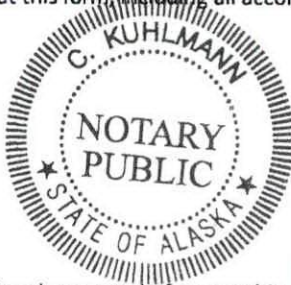
Initials

8.2. The retail marijuana store 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.

BS

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

Brian Glasheen
Signature of licensee
Brian Glasheen
Printed name of licensee



C. Kuhlmann
Notary Public in and for the State of Alaska

My commission expires: 08/10/2025

Subscribed and sworn to before me this 1st day of October, 2021.



Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

(Additional Space as Needed):

2.1 Continued:

Customers will be greeted at the store's entrance by an employee who will check photo identification and be on the lookout for signs of impairment. Customers will then enter the retail store where they can browse display cabinets, view available products displayed behind glass display cases. Customers will be able to view/smell samples of product in closed glass jars connected to the counter. Sample Jars will be protected by a plastic, metal or other protective mesh and will be constantly under supervision of Good Vibes staff and management during customer inspection. Sales transactions will take place at the cash registers and when complete, customers will be guided to the store exit. All employees will be trained on the importance of the limits on quantity sold per transaction and the exit packaging requirements set forth in the regulations.

5.1 continued:

When the customer is done examining the sample and sets it on the counter the marijuana handler will place the sample under the display before removing another sample for the customer to examine. Employees will continue this process with every sample a customer wishes to examine until the customer makes their selection.

7.1 Continued :

d. Ensure the picture and person match before permitting entry to the retail facility. If the marijuana handler confirms or suspects the visitor is under 21 years of age, they will refuse entry to the person.

8.1 Continued:

A notice, via email , will be sent to AMCO enforcement not later than three days prior to rendering waste unusable. Marijuana waste will be rendered unusable by grinding the materials and mixing with other compostable and non-compostable non-marijuana material such as, food waste, cardboard, paper, and yard waste; until the resulting mixture is no more than fifty percent (50%) marijuana waste. Management will maintain a log on the status of all marijuana waste, tracking the type, date of disposal, date it was rendered unusable, the reason it's being wasted, and the final destination. The city garbage truck will collect the waste mixture and dispose of it at the city dump. During phases of small waste batches, either a licensee or the manager may dispose of the unusable waste in their outdoor compost. This information will be recorded in the disposal log and securely stored as a business record, available to AMCO upon request.



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-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.

Licensee:	Good Vibes LLC	License Number:	30563		
License Type:	Retail Marijuana Store				
Doing Business As:	Good Vibes Bethel				
Premises Address:	323 Chief Eddie Hoffman Hwy				
City:	Bethel	State:	AK	ZIP:	99559

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: 09-01-21 End Date: 09-15-21

Other conspicuous location: Post Office (1484 Chief Eddie Hoffman Hwy); Swanson's (700-784 2nd)

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

Signature of licensee

Brian Glasheen

Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: 08/10/2025

Subscribed and sworn to before me this 1st day of October, 2021.



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<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit

What is this form?

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a 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

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

Licensee:	Good Vibes LLC	License Number:	30563		
License Type:	Retail Marijuana Store				
Doing Business As:	Good Vibes Bethel				
Premises Address:	323 Chief Eddie Hoffman Hwy				
City:	Bethel	State:	AK	ZIP:	99559

Section 2 – Certification

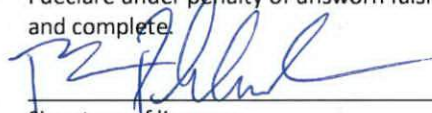
I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government (LG) official(s) and community council (if applicable):

Local Government(s): City of Bethel Date Submitted: 8/26/21

Name/Title of LG Official 1: Lori Strickler, City Clerk Name/Title of LG Official 2: _____

Community Council: _____ Date Submitted: _____
(Municipality of Anchorage and Matanuska-Susitna Borough only)

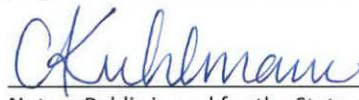
I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee

Brian Glasheen

Printed name of licensee




Notary Public in and for the State of Alaska

My commission expires: 08/10/2025

Subscribed and sworn to before me this 1st day of October, 2021.



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.

Licensee:	Good Vibes LLC	License Number:	30563		
License Type:	Retail Marijuana Store				
Doing Business As:	Good Vibes LLC				
Premises Address:	323 Chief Eddie Hoffman Hwy				
City:	Bethel	State:	AK	ZIP:	99559

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Brian Glasheen
Title:	Member



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Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

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

Brian Glasheen

Printed name of licensee




Notary Public in and for the State of Alaska

My commission expires: 08/10/2025

Subscribed and sworn to before me this 1st day of October, 2021.



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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.

Licensee:	Good Vibes LLC	License Number:	30563		
License Type:	Retail Marijuana Store				
Doing Business As:	Good Vibes LLC				
Premises Address:	323 Chief Eddie Hoffman Hwy				
City:	Bethel	State:	AK	ZIP:	99559

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Alex Wasierski
Title:	Member



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-09: Statement of Financial Interest

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.

Alex Wasierski

Signature of licensee

Alex Wasierski

Printed name of licensee



C. Kuhlmann

Notary Public in and for the State of Alaska

My commission expires: 08/10/2025

Subscribed and sworn to before me this 1st day of October, 2021.

Alcohol & Marijuana Control Office

Initiating License Application

8/25/2021 9:58:47 AM

License Number: 30563**License Status:** New**License Type:** Retail Marijuana Store**Doing Business As:** Good Vibe Bethel**Business License Number:** 2136975**Designated Licensee:** Brian Glasheen JR**Email Address:** asbpg2@gmail.com**Local Government:** Bethel**Local Government 2:** Bethel**Community Council:****Latitude, Longitude:** 60.790000, -161.771000**Physical Address:** 323 Chief Eddie Hoffman Hwy
Bethel, AK 99559
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10163025**Alaska Entity Name:** Good Vibes LLC**Phone Number:** 907-545-1144**Email Address:** asbpg2@gmail.com**Mailing Address:** 1834 Buccaneer Pl
Anchorage, AK 99501
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Alexander Wasierski**Phone Number:** 907-545-3499**Email Address:** awasierski@gmail.com**Mailing Address:** PO BOX 573
Bethel, AK 99559
UNITED STATES**Entity Official #2****Type:** Individual**Name:** Brian Glasheen JR**Phone Number:** 907-545-1144**Email Address:** asbpg2@gmail.com**Mailing Address:** 1834 Buccaneer Pl
Anchorage, AK 99501
UNITED STATES**Note:** No affiliates entered for this license.

AMW Property Management

1834 Buccaneer Pl

Anchorage, AK 99501

907.543.3499 (Alex); 907.545-1144 (Brian or Pat)

Awasierski@gmail.com (Alex) Or Asbpg2@gmail.com (Brian or Pat)

RENTAL LEASE AGREEMENT

This venture of rental is made and entered this 8th day of September, 2021, by and between AMW Property Management, hereinafter called "Landlord" and Good Vibes LLC dba Good Vibes Bethel, hereinafter called "Tenant" for the following property: 323 Chief Eddie Hoffman Hwy, located in Bethel, Alaska.

1. RENT/LATE FEE/NSF FEE

Rent should be \$471.70 per month plus sales tax (6%) payable on or before the 1st day of each month in the form of Cosy (Online Deposit), cash, personal check, cashier's check, money order, or deposited in AMW Property Management's checking account (Account deposit information to be provided by Landlord upon request), except that no Rent shall be due until the first day of the first full month immediately following final written approval of Tenant's retail marijuana store license application by the Alaska Marijuana Control Board.

Tenant agrees a \$50.00 late fee will be charged if rent is not paid within five (5) days of the due date. The assessment and payment of the \$50.00 late fee shall not operate as waiver of any other remedy landlord might have. Landlord and tenant specifically agree that any unpaid portion of the deposit, utility bills, etc., is the responsibility of the tenant. Tenant agrees that failure to pay any unpaid portion of the deposit, utility bills, late fees, NSF fees, and any fines or damages assessed will be deemed "MATERIAL BREACH" of this agreement. Failure of tenant to pay rent by the agreed day of each month or other violation of this agreement shall authorize landlord to terminate this tenancy by giving the appropriate written notice pursuant to Alaska Statute 34.03.220. A \$35.00 NSF charge will be assessed on any check submitted to the LANDLORD by TENANT that is returned from the bank. Returned checks will not be resubmitted to the bank by LANDLORD. TENANT will pay the NSF fee plus any late fees and make good the check in the form of a cashier's check, money order, or cash. It is at the LANDLORD'S discretion whether TENANT'S personal check will or will not be accepted for future payments.

2. APPLICATION OF MONIES PAID

TENANT acknowledges that if TENANT incurs charges for late fees, damages, utilities, security deposit, or any other cause, that any monies paid after such charges are incurred shall be applied to the charges

first and the remainder shall be applied towards rent. Any balance left owing shall be for unpaid rent and may be subject to a late charge if TENANT'S account is not brought with a zero balance.

3. TERM AND RENEWAL

The term of the rental shall be for a period of 12 months to commence on the 1st day of September, 2021 and ending on the 31st day of August, 2022 (the "Initial Term").

The rental will be automatically renewed for a one (1) year renewal period unless written notice of non-renewal is provided by Tenant at least one (1) month prior to the expiration of the Initial Term or the expiration of any renewal period.

4. USE OF PREMISES

The premises shall be used solely to conduct the business of a marijuana retail store under Alaska state law. TENANT agrees not to use premises or permit the premises to be used for any other purpose with LANDLORD'S consent and not for any unlawful purposes. TENANT and all occupants agree to comply with all rules and regulations now or hereafter adopted by LANDLORD.

TENANT shall permit no extraordinary combustible material to be kept on the premises and shall use every precaution to prevent fire, and shall permit nothing to be done that might increase the premium rates of insurance.

TENANT will not improperly store any toxic or hazardous waste on site. If such items are spilled or dumped on the premises, TENANT will be liable for all clean-up costs.

5. UTILITIES

TENANT agrees to pay the following utilities. Should TENANT fail to have billing transferred, TENANT shall be considered in default of the agreement and will be charged \$50.00 handling fee per billing cycle in addition to the utility bill amount until utility is transferred into TENANT'S name.

A. Electricity B. Telephone C. Water/Sewer

6. KEYS AND LOCKS

TENANT is not permitted to change the locks or add locks without prior written consent of LANDLORD, is responsible for all keys issued, and must return all keys and copies made by TENANT to LANDLORD at time of move-out. If TENANT keeps keys after move-out, rent will continue to be charged until keys are returned to LANDLORD. Re-keying charges will come out of the Security Deposit at move-out if all keys are not returned.

7. SECURITY DEPOSIT AGREEMENT

A deposit is required. The deposit shall be \$500. The deposit is intended to secure the LANDLORD against all expenses incurred in cleaning and repair upon vacancy. The deposit is also intended to compensate for lost rental revenue in the event the tenant violated a provision of their lease which may cause the tenant to vacate. Security deposits will be requested of the TENANT at the time the lease is signed and first month's rent is paid unless other arrangements have been made by the LANDLORD. Upon vacancy, an inspection will be made of the premises by LANDLORD. The TENANT is required to leave the rental in a clean and move-in re-rentable condition. Actual costs of cleaning and repairs needed to bring the rental to a marketable condition will be deducted from the deposit. Any amount to be refunded or owed to the TENANT or LANDLORD will be notified to the renter within 14 days of the date TENANT delivers possession of the rental.

Should the TENANT move out without giving a proper notice as specified in the lease, the amount of any unpaid rent will be forfeited from the deposit held and LANDLORD will provide an accounting of the security deposit within 30 days. Forfeit of the security deposit will not satisfy the responsibility of the former TENANT to reimburse the LANDLORD for any cleaning, repairs, or lost rent in excess of the deposit held.

All deposits will be held in a trust account separate from operating funds. Any refund of deposit will be made only to the TENANT who made the deposit payment. If premise is rented by more than one person, any refund shall be made to the individual(s) who paid the deposit unless notarized written authorization is given to LANDLORD to distribute to another party.

Upon 30 days' notice to vacate TENANT may not use security deposit toward last month's rent.

8. ASSIGNMENT OR SUBLETTING

TENANT agrees NOT to assign or sublet the premises to any person without written permission of the LANDLORD.

9. ELECTRICAL SYSTEMS

TENANT shall make no electrical connections to any outlet other than those located in the rental and shall in NO WAY modify the electrical system.

10. TENANT'S INSPECTION OF PREMISES

TENANT has inspected the premises and accepts it as in good condition. Failure to make an inspection list within seven (7) days shall be deemed an acceptance of the premises and TENANT will be liable for any damages not reported to LANDLORD.

11. MAINTENANCE AND REPAIRS

TENANT shall notify LANDLORD **IMMEDIATELY** of any repairs needed and LANDLORD shall have access to the premises at any reasonable time for repair, maintenance, or to protect the property. LANDLORD is responsible for the maintenance and repair of any breakage to structure or equipment so long as such breakage was not due to negligence or deliberate wrongful conduct of the TENANT, in which case the TENANT shall be held liable. Under the terms of the State Landlord Tenant Act, the TENANT is responsible to the LANDLORD for any damages or repairs required due to his/her willful acts, negligence, or in some cases his/her failure to act. Please be aware TENANTS are responsible for their GUESTS while on the premises. Cost of repairs is due immediately. Any monies paid are applied to damages first and then towards rent.

- A. The TENANT, **NOT** the LANDLORD shall pay for the following repairs:
 - 1. Plugged toilets or drains where the tenant has plugged them with waste or an object dropped in that will not pass through.
 - 2. Windows and screens damaged from inside the unit.
 - 3. Wall receptacles or circuit breakers damaged from overloading. Light fixtures damaged due to use of light bulbs higher than 60 watts.
- B. TENANT shall:
 - 1. Keep the premises as clean and safe as the condition of the premises permits.
 - 2. Dispose from the premises all ashes, rubbish, garbage, and other waste in a clean and safe manner at reasonable and regular intervals, and shall dispose of such waste in areas specified by LANDLORD.
 - 3. Use in a reasonable manner all electrical, plumbing, sanitary, heating, furniture, and other facilities and appliances, including entrance to premises.
 - 4. Not make alterations, repairs, or remodeling without prior consent by LANDLORD, including painting the premises and changing the locks.
 - 5. Not deliberately or negligently destroy, deface, damage, or remove any part of the premises, appliances, or furnishings located therein, or knowingly allow any person to do so.
 - 6. Assume all costs of extermination and fumigation for infestations caused by TENANT.
 - 7. Pay LANDLORD for any damages to the premises, appliances, or furniture caused by deliberate or negligent acts.
 - 8. Keep smoke detectors and CO detectors in fully operational condition (i.e., plugged in and/or replace batteries) and shall report any inoperable smoke detectors to LANDLORD as soon as possible.
 - 9. Notify LANDLORD immediately if there is no fire extinguisher in the rental.
 - 10. No growing or smoking of marijuana or drug usage nor excessive drinking.
 - 11. **SMOKING IS NOT ALLOWED IN THIS RENTAL.** If TENANT smokes in the rental or allows guests to smoke in the rental, it will result in TENANT being evicted.

12. Yards and parking areas shall not be littered (including cigarette butts) by tenants, family members, or guests. Outside grills are not to be used on decks. MOA code open flame may not be used within 10 feet from a building. TENANTS will be held responsible for any damage caused by improper use of a grill.

12. INSPECTION

Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, Tenants or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

Landlord acknowledges that, because the Premises is being utilized by Tenant as a licensed marijuana establishment, applicable laws and regulations require that a Tenant representative be present to serve as an escort to Landlord and Landlord's agents during any entry and that Landlord will comply with Tenant's visitor policies. If Tenant is not personally present to permit entry, cannot be reached, or does not provide access, and an entry is necessary or permissible, Landlord shall contact the State of Alaska Alcohol and Marijuana Control Office, or other relevant government authority prior to any access of the Premises. Acting under guidance and direction received therefrom, Landlord may enter the same by master key or may forcibly enter the same, without rendering Landlord liable therefore. Nothing contained herein shall be construed to impose upon Landlord any duty of repair of the building except as specifically provide for herein.

13. FURNITURE/APPLIANCES

TENANT has examined the premises and furnishings and found them to be in good working condition. If there any exceptions, they will be noted below or on an attached checklist.

TENANT agrees to keep all furniture and property of the LANDLORD in good order and repair, and make good for damage, loss or breakage, excepting ordinary wear and tear through proper use. TENANT will surrender such furnishings and other property of the LANDLORD at the expiration of the term of the rental.

14. PARKING AND MOTOR VEHICLES

LANDLORD shall provide adequate parking for the use of the Premises. TENANT shall use only that parking space designated for such use by LANDLORD. TENANT shall see to it that their guests use only parking spaces designated as guest parking. NO STORING VEHICLES ON PROPERTY.

15. FIRE AND CASUALTY

If premises is destroyed by fire or other casualty, LANDLORD may repair the damage and the rent will be abated for such a period of time as the premises remain unlivable, but if premises is destroyed or so badly damaged that LANDLORD decides it is unadvisable to repair, the agreement shall cease and terminate and rent shall be adjusted to the date that such fire or casualty occurred on a daily basis as herein provided. LANDLORD will not be responsible for damage incurred to any personal property of the TENANT caused by a third party, fire, theft, water damage, etc.

16. TERMINATION FOR NON-PAYMENT OF RENT

If TENANT fails to pay rent by the agreed upon day of the month, a "Demand for Rent and Notice to Vacate" will be issued to the TENANT for all rents due plus any late fees, or other charges that are owed. If full amount due is not paid by cashier's check, cash, or money order within the seven (7) day period after the Notice is served, the tenancy terminates. LANDLORD may terminate the agreement and immediately move to recover possession of the premises in accordance with the Alaska Landlord Tenant Act. Notwithstanding any termination of the tenancy provided therein, TENANT remains responsible for the full rental due for the entire term of this agreement. TENANT agrees that failure to pay any unpaid portion of the deposit, late fees, NSF fees, and any fines or damages assessed will be deemed a "MATERIAL BREACH" of this agreement.

17. BREACH OF AGREEMENT

TENANT'S holdover beyond the expiration of the Term is prohibited. However, failure to vacate Premises at expiration of the Lease shall constitute a tenancy from month-to-month on the same terms and conditions set forth in this Lease, with month-to-month base rent equal to 125% of the rent of the last year of the term

18. EARLY TERMINATION

Early termination prior to the expiration of this agreement normally is not permitted. We have come across cases when the LANDLORD has agreed to release TENANT from their lease early. If the LANDLORD agrees to an early release, TENANT agrees to pay any rent, pro-rated lease-up fee, advertising, utilities, and any other costs the LANDLORD would incur to re-rent. Only after a new tenant is found will the Security Deposit be refunded, as long as no monies are owed LANDLORD.

19. MOVE OUT CLEANING

At the expiration or sooner termination of this Lease, Tenant shall return the Premises to the Landlord in good and clean condition, reasonable wear and tear and damage by fire caused by Tenant or unavoidable casualty for which the Premises has insurance coverage excepted. Under no circumstances shall Landlord take into its possession or remove any abandoned marijuana or marijuana product. If

Tenant fails to remove marijuana or marijuana products from the premises, Landlord shall contact the State of Alaska Alcohol and Marijuana Control Office, or other appropriate authority, for instructions regarding removal of such property.

20. TENANT'S BELONGINGS-ABANDONED PROPERTY

Unless otherwise agreed upon in writing, if termination of tenancy for any reason, all personal property left on the premises will be disposed of by LANDLORD five (5) days after the tenancy is terminated and LANDLORD will not be liable for loss or damage for said disposal.

In case of abandonment, where TENANT left the rental and his/her personal belongings or has been absent for seven (7) days or longer without giving notice, all personal property left on the premises will be disposed of by LANDLORD within fifteen (15) days of abandonment and LANDLORD will not be liable for loss or damage for said disposal.

Notwithstanding the foregoing, any marijuana, as defined by AS 17.38, left on the premises will be considered forfeited by Tenant. Under no circumstances shall Landlord take possession of any such marijuana. In case of such event, Landlord shall contact the State of Alaska Alcohol and Marijuana Control Office, or other appropriate authority, for instructions regarding removal of the marijuana. Landlord shall then, without liability for loss thereof or damage thereto, transfer the marijuana to state or local law enforcement authorities or otherwise dispose of the marijuana pursuant to instructions from the relevant authority.

21. COSTS AND ATTORNEY FEES

If by reason of any default or breach on the part of the TENANT, in the performance of any of the provisions of this lease, it becomes necessary for the LANDLORD to employ an attorney, the TENANT agrees to pay all costs, expenses, and reasonable actual attorney's fees expended or incurred by the LANDLORD in connection therewith. If there is any amount owing on TENANT'S account and it is sent to a collection agency, there is an additional \$50.00 collection fee charged.

22. ACCIDENTS AND PERSONAL INJURIES

LANDLORD shall not be liable for any loss or damage to person or property in or around said rental by reason of fire, theft, leakage, bursting or overflow of any drains or pipes due to snow, rain, or interruption of utilities, or any other cause, whether it results in damaged suffered by TENANT or his/her family, agents, guests, or any other person. The TENANT shall indemnify and save LANDLORD harmless from such liability unless such liability is the direct result of LANDLORD negligence. LANDLORD shall in no way be responsible for damage of any nature whatsoever to the TENANT. Personal property or TENANT is not insured by LANDLORD against fire, water damage, or theft. Any losses incurred by TENANT due to fire, theft, or water damages shall be borne entirely by TENANT.

23. TENANT STORAGE

The storage of personal property outside the rental shall be in a manner and in areas prescribed by LANDLORD.

24. DISASTER

LANDLORD is not responsible for any personal property loss or damages due to the loss/failure of electricity, heat, water and sewer, refrigeration, telephone, or any other public or privately supplied utility service because of conditions beyond the control of the LANDLORD. This includes both Acts of God and man-made failures and shortcomings. TENANTS also agree to permit LANDLORD to temporarily turn off utilities for the purposes of performing required maintenance.

25. AGENCY DISCLOSURE

AMW Property Management and its agents and staff are employed by and authorized to represent the owner of the property. At no time shall there be implied Agency on behalf of the TENANT.

26. DISPUTE RESOLUTION

The Parties agree to meet and discuss in good faith any dispute arising out of this Agreement. If the Parties are unable to reach a mutual written resolution of the dispute within fifteen (15) days of meeting, then the Parties are free to pursue any and all remedies available to them in equity and at law.

27. GOVERNING LAW

This Lease shall be governed and construed by the laws of the State of Alaska.

28. AMENDMENTS

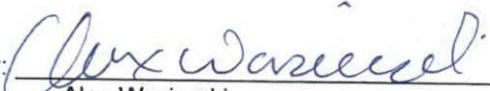
The parties agree to make any amendments to the Lease that are reasonably necessary to avoid failing to satisfy the requirements of state or federal guidelines regarding marijuana enforcement, as those guidelines and laws may be amended from time to time. All amendments to this Lease shall be in writing and subscribed to by the parties hereto.

-SIGNATURE PAGE FOLLOWS-

I/WE HAVE READ AND RECEIVED A COPY OF THE RENTAL LEASE AGREEMENT AND AGREE TO COMPLY WITH THE POLICIES AND REQUIREMENTS STATED THEREIN.

TENANT(S) SIGNATURE(S):

GOOD VIBES, LLC

By: 
Alex Wasierski

Its: Member

Date: Oct 1st 2001

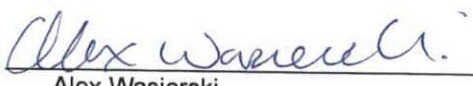
By: 
Brian Glasheen

Its: Member

Date: Oct 1st 2001

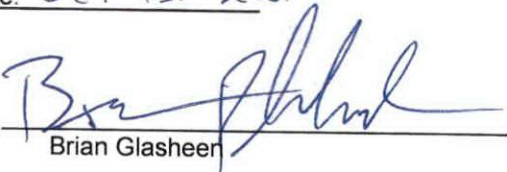
LANDLORD/AGENT SIGNATURE(S):

AMW PROPERTY MANAGEMENT LLC

By: 
Alex Wasierski

Its: Member

Date: Oct 1st 2001

By: 
Brian Glasheen

Its: Member

Date: Oct 1st 2001

THE DELTA DISCOVERY NEWSPAPER
P.O. BOX 1028
BETHEL, AK 99559

AO/PO# _____
CASE NO. _____

Good Vibes LLC
40 Brian Glasheen
NAME OF PETITIONER
1834 Buccaneer Pl.
Anchorage, AK 99501
ADDRESS OF PETITIONER

For: Public Notice for
New Retail Marijuana
Store

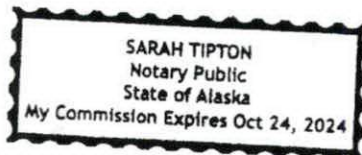
AFFIDAVIT OF PUBLICATION

UNITED STATES OF AMERICA, STATE OF ALASKA, 4th DIVISION, BEFORE ME,
THE UNDERSIGNED, A NOTARY PUBLIC THIS DAY PERSONALLY APPEARED,
Kelly J. Lincoln, WHO, BEING FIRST DULY SWORN, ACCORDING TO LAW, SAYS
THAT SHE IS THE Office Manager OF THE DELTA DISCOVERY NEWSPAPER,
PUBLISHED IN BETHEL IN SAID DIVISION 4th AND STATE OF ALASKA AND
THAT THE ADVERTISEMENT, OF WHICH THE ANNEXED IS A TRUE COPY, WAS
PUBLISHED IN SAID PUBLICATION ON 9/1/21 AND THEREFORE FOR A TOTAL
OF 3 CONSECUTIVE ISSUE(S). THE LAST PUBLICATION APPEARING ON
9/15/21 AND THAT THE RATE CHARGED THEREON IS NOT IN EXCESS OF THE
RATE CHARGED TO PRIVATE INDIVIDUALS.

Kelly J. Lincoln
KELLY JEAN LINCOLN

OFFICE MANAGER,
THE DELTA DISCOVERY NEWSPAPER

SWORN TO ME BEFORE ON September 17, 2021



[Signature]
SIGNATURE OF NOTARY

Sarah Tipton
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES ON October 24, 2024

AMCC

OCT - 4 2021

CLASSIFIEDS

For Sale



Houses for Sale
Must be moved. Call Shorty at 907-545-3157 for prices. (12)(6/2-cnx)

For Sale:
Hitzer Amish built woodstoves. UHMW Plastic sled runners. 543-2379. (11)(3/1-cnx)

FOR SALE
300 Gallon Plastic Water Tanks in stock. Call Shorty at Shorty's Shop for pricing. 543-3158 or 545-3157 (19)(9/18-cnx)

For Sale: Plastic Water Tanks
Only 31" wide, 70" high, 74" long. 500 Gallons, easily connect two for 1000 gallons! Fits through most doors for easy installation. Contact Shorty for pricing and information (907) 545-3157. (35)(6/21-cnx)



For Sale: Small House 22 by 20 must be moved \$14000. 545-0929 (12)(3/3-cnx)

4.9 Acres Fishcamp Land for Sale.
1-907-545-0103. (7)(5/19-cnx)

For Rent

OUTSIDE STORAGE SPACE FOR RENT.
EQUIPMENT, BOATS OR VEHICLES.
NEAR BOAT HARBOR. FENCED IN
AREA. 543-2402. (16)(3/17-cnx)

Real Estate

House for Sale
Rent to Buy. \$400,000. 4 bedroom, 1 bedroom guest house. Storage. In Uivik Sub.
Room for Rent, and 1 bedroom Guest house for rent. (213) 587-1882 (28)(8/11-cnx)

Employment

Looking to Hire 2 Carpenters
Pay Rate D.O.E. Summer and Fall Season.
Send your resume to yupik.boss89@gmail.com. More info to call listed phone number below.
Joe Pete/ Apollo Home Solutions, LLC,
907-545-6762 (32)(7/21-cnx)

Good Vibes LLC is applying under 3 AAC 306.300 for a new Retail Marijuana Store license, license #30563, doing business as Good Vibes Bethel, located at 323 Chief Eddie Hoffman Hwy, Bethel, AK, 99559, UNITED STATES.

Interested persons may object to the application by submitting a written statement of reasons for the objections to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and a copy of the application will be posted on AMCO's website at <https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

Nunapitchuk Limited
Position: Business Manager

Application Period - Open until filled

POSITION DESCRIPTION: The business Manager is responsible for the overall management and administration of Nunapitchuk Limited and its affiliated business activities (e.g. Duplex, 8-Plex, Nunapitchuk Fuel Service, Nunapitchuk General Store, Capital Investments, etc.) Responsible for its property accountability, payroll authorization, timely filing of all taxes, insurance and business documentation. Preliminary planning, organization, direction and control of all business activities pertaining to Nunapitchuk Limited. Proposes to the Board of Directors policies, goals, budget and selection of staff, and any other duties that may be assigned from time to time by the Board of Directors.

DUTIES & RESPONSIBILITIES:

- 1. Supervision.** Supervises all operations and personnel of the Corporation.
- 2. Payroll & Payroll Taxes.** Approves all payroll time sheets, payroll disbursement and payroll taxes deposited on a scheduled basis. Assures timely filing of Payroll Tax documentation (i.e. 941, 940, etc.) on a scheduled basis.
- 3. Payables & Receivable.** Reviews and approves all payables due to vendors directly supervises and assists the Bookkeeper and Head Cashier on collections of the Corporations business activities (Rentals, Duplex, 8-Plex, Fuel Services and General Store.)
- 4. Financial & Property Accountability.** Responsible for the financial and physical property accountability of the corporation. Supervises the Bookkeeper on the financial operations of the corporation. Supervises each department on the proper operation, maintenance and inventory of all physical assets of the corporation.
- 5. Correspondence, Bookkeeping & Record Keeping.** Receives and redirects all incoming and outgoing correspondence. Supervises the Bookkeeper in conjunction with the Head Cashier on matters

which require financial bookkeeping and record retention. Directly supervises the Bookkeeper on the corporate filing system, correspondence and personal files.

6. Personal Office Duties. Insures all employees of the corporation are briefed on and familiar with the current personnel policies. Interview all potential employees on receipt of application for position.

7. Reports to the Board. Reports to the Board of Directors on matters which requires Board approval, assignments issues by the Board, the current corporate operations and financial status.

8. General Liability & Insurance. Periodic review and correction of all general liability and insurance needs of the Corporation, if any. Verifies that all insurance coverage is current and appropriate.

QUALIFICATION & ELIGIBILITY:

- 1. Nunapitchuk Limited Shareholder** preferred, but not mandatory.
- 2. Business related degree** or three (3) years management experience desirable.
- 3. Minimum qualification of High School Diploma/General Education Diploma (GED)** required.
- 4. Central Yup'ik speaker** and knowledge of Modern Orthography writing system preferred, but not mandatory.

STARTING SALARY:

- 1. Depending on Experience (D.O.E.)**
- 2. Eight (8) hours per day, Monday - Friday, Saturday and Sunday off.**

Deadline to apply: Until Filled
Application available at Nunapitchuk Limited General Store Office Monday - Saturday 10am to 5:30pm (455)(9/15-10/6)

Request for Proposals

REQUEST FOR PROPOSALS
ARCHITECTURAL/ENGINEERING SERVICES

Kashunamiut School District
PO Box 345 Chevak, AK 99563
The Kashunamiut School District ("District")

continued on page 15

ANIMAL FOSTERS

PLEASE COME OUR WAY

Interested in becoming a foster family for a furry friend?

Contact Bethel Friends of Canines for information!

907-545-2992



AMCO

OCT - 4 20

Discover it! In the Delta Discovery classifieds
Free Listing Online with each printed classified ad!

25 cents a word • Deadline: Friday, 5 p.m.

Office: In the Subway Building - 401 Ridgcrest Drive

P. O. Box 1028, Bethel, AK 99559

Phone: (907) 543-4113 • Fax: (907) 543-4116



Plan Review Application

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



Permit ID: _____

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

Purpose (check one) ☒ New Construction ☐ Remodel of Existing Structure ☐ Reactivation	
General Information	Establishment Name: Date Good Vibes Bethel 10/01/21
	Plan Review Contact Name Brian Glasheen
	Phone Number Email 9075451144 AMWPMLLC@gmail.com
	Address 1834 buccaneer PL
	Operating Days/Hours Proposed Opening Date M-Sunday 11-8pm Jan 2022

If you are proposing to build a new food establishment or extensive remodeling of an existing food establishment in Alaska (except in the Municipality of Anchorage), you must submit a **completed Plan Review Packet 30 days prior to construction**. Additional information regarding calculations and drawings can be found in the Plan Review Guide.

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

REQUIRED DOCUMENTATION LIST (Include the following in your packet)

- | | |
|---|---|
| ☐ Food Establishment Application | ☐ Floor Plan |
| ☐ Fees (Plan Review Fee is Non-Refundable) | ☐ Plumbing Schematic |
| ☐ Plot Plan | ☐ Complete list of equipment (including manufacturer's specifications) |

SECTION B – REQUIRED DOCUMENTATION

- a. **Potable Water Supply.** Have plans been submitted to the [Drinking Water Program](#) as required by 18 AAC 80?
☐ Yes* ☒ No ☐ N/A (Municipal Water Supply) **Specify in comments.**
 Comments: Not planning to handle any food all food will be pre packaged.
***Attach a confirmation email or letter from the Drinking Water Program stating that the system has been approved.**
- b. **Wastewater Disposal System.** Have plans been submitted to the [Wastewater Program](#) as specified by 18 AAC 72?
☐ Yes* ☒ No ☐ N/A (Municipal System) **Specify in comments.**
 Comments: Not planning to handle any food all food will be pre packaged.
***Attach a confirmation email or letter from the Wastewater Program stating that the system has been approved.**
 If you have a septic system, please provide the legal description of your property (Lot, Block, etc.)
- c. **Solid Waste Disposal.** Please describe how you plan to dispose of your solid waste:
 Solid waste will be disposed of at the city landfill.
- d. **Plot Plan.** Have you included a detailed to scale drawing of the plot plan including: ☐ Yes ☒ No
☐ All buildings ☐ Outside walk-in cooler(s)/freezer(s) ☐ Access for deliveries ☐ Oil/Fuel tanks
☐ Refuse storage site ☐ Outside storage areas ☐ Sewage disposal system
☐ Potable water supply ☐ Identify nearby roads, other landmarks, and/or give GPS coordinates

e. **Floor Plan.** A floor plan with the listed components must be submitted as part of the application packet. Have you included a floor plan? ☐ Yes ☒ No

☐ Layout and purpose of each room

☐ Type and location of lighting

☐ Location of fixed equipment and plumbing features

☐ Type and location of ventilation, both building and local systems

☐ Size, construction, and design of fixed equipment

☐ Location of restrooms, including the number of toilets and handwash sinks.

f. **Plumbing Schematic.** A plumbing schematic with the listed components must be submitted as part of the application packet. Have you included a detailed drawing of the plumbing schematic? ☐ Yes ☒ No

☐ Plumbing schematic showing each hot, cold, and wastewater line.

☐ Plumbing connection to the wastewater line (direct vs. indirect)

☐ Hot water capacity

Have you contacted the State Plumbing Inspector?

☐ Yes

☐ No

G **Fire Marshall.** Have you contacted the State Fire Marshall?

☒ Yes

☐ No

Please describe your ventilation/hood system:

We do not have one as we will not be cooking anything.

SECTION C – ADDITIONAL INFORMATION

a. **Storage.** How often will you receive food deliveries? Do you have adequate storage to support your operation? Consult the Plan Review Guide for information about storage capacity.

Yes we do and will receive product monthly.

b. **Dressing Rooms and Locker Rooms.** Describe how employee clothing, belongings, etc will be stored:

Do not have dressing rooms.

c. **Poisonous/Toxic Materials.** Describe location and means to store poisonous or toxic materials:

NO plans to have toxic materials.

d. **Floors/Walls/Ceilings.** Describe how the floors, walls, ceilings, and shelving will be finished (tile, paint, etc):

All walls will have paint.

e. **Warewashing:** Describe how dishes, utensil, and equipment will be washed:

Dished will not be used in this operation.

f. **Linens.** Describe how soiled and clean clothing/linens will be stored and where they will be cleaned:

Linens will not be use in this operation.

SECTION D

I declare, under penalty of unsworn falsification, that this application (including any accompanying statements) has been examined by me and to the best of my knowledge and belief is true, correct, and complete. I understand that plan review fees are not refundable under the Alaska Food Code 18 AAC 31.050(k). I agree to pay all fees before operating.

Applicant's Signature



Date

10/1/2021

Applicant's Printed Name

Brian Glasheen

Title

Owner



Application for Food Establishment Permit

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



Permit ID: _____

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

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

Owner/Business Information	Name of Entity or Owner Responsible for Food Service Good Vibes Bethel		AK Business License # 2136975	
	Business/Corporate Mailing Address 1834 buccaneer		City Anchorage	State AK
	Business/Corporate Phone 9075451144		Email AMWPMLLC@gmail.com	
	Owner(s) or Corporate Officer(s) & Title(s) or Responsible Party Brian Glasheen And Alex Wasierski Owners		Fax	
	Type of Entity ☐ Individual ☐ Partnership ☒ Corporation ☐ Other:			

Establishment Information	Establishment Name Good Vibes Bethel		Physical Location 323 Chief Eddie Hoffman HWY		Nearest Community Bethel	
	Establishment Mailing Address 1834 Buccaneer		City Anchorage	State AK	Zip 99501	
	Establishment Phone 9075451144		Fax		Contact Person Brian Glasheen	
	Establishment Physical Address 323 Chief Eddie Hoffman HWY		City Bethel	State AK	Zip 99501	
	SEATING: (Food Service Only) ☒ N/A ☐ 25 or less ☐ 26-100 ☐ > 101					

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

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

Marijuana Retail Shop

SECTION 2 – NEW OR EXTENSIVELY REMODELED FACILITIES

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

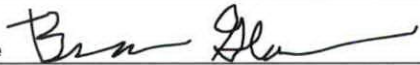
SECTION 3 – COMPLETE FOR ALL FOOD ESTABLISHMENTS (Check all that apply)

FOOD SERVICE ESTABLISHMENTS

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

Permit ID(s)

Establishment Name(s)

f.	Will your food establishment be a <u>kiosk</u> or <u>mobile unit</u> ?	☐ Yes	☒ No
	Are employee toilets available within 200 feet? <i>If you have an agreement with another business to use their restrooms, please attach written verification.</i>	☒ Yes	☐ No
	Portable water tanks, plumbing, and hoses are NSF or FDA approved components?	☒ Yes	☐ No
	If you have a kiosk, is it located outside of a building?	☐ Yes	☒ No
	Will you have a service provide water or remove wastewater? <i>If yes, provide a letter of agreement from water hauler or wastewater hauler outlining services provided and frequency.</i>	☒ Yes	☐ No
g.	Will another permitted food establishment (<u>commissary</u>) provide support to your facility? If yes, attach a copy of the <u>Commissary Agreement</u> .	☐ Yes	☒ No
FOOD PROCESSORS			
a.	A copy of a label for each type of product you will produce is required. Have you attached food labels of each product to be produced?	☐ Yes	☒ No
b.	Describe who you will be distributing your product to (i.e. grocery stores, etc): WE will only be buying pre packaged food and reselling.		
c.	Will you be doing any of the following processes? Check all that apply. ☐ Reduced Oxygen Packaging ☐ Low Acid Canned Foods ☐ Shelf Stable Acidified Foods ☐ Smoking ☐ Curing ☐ Dehydrating <i>Be sure to check with your local Environmental Health Officer for any applicable forms and FDA requirements.</i>		
d.	Do you have a <u>HACCP Plan</u> ?	☐ Yes	☒ No ☐ N/A
	<i>Required for high hazard food processors such as smoking, curing, acidifying, dehydrating, thermally processing low acid foods, reduced oxygen packaging, etc.</i>		
e.	You are required to have a product coding system and a <u>recall plan</u> . Have you attached a copy of the coding system and recall procedures?	☐ Yes	☒ No
MOBILE RETAIL VENDOR SELLING SEAFOOD			
a.	A list of products that you will be selling is required. Have you attached a copy of the list of products? ☐ Yes ☒ No		
b.	Provide names of suppliers where you will be purchasing your product: Not sure yet. Will be most of the Anchorage distributors.		
c.	Will all of your product be prepackaged?	☒ Yes	☐ No
d.	Will another permitted food establishment (<u>commissary</u>) provide support to your facility? If yes, attach a copy of the <u>Commissary Agreement</u> .	☐ Yes	☒ No
MACHINES VENDING POTENTIALLY HAZARDOUS FOODS			
a.	Have you attached the label that will be affixed to the front of each machine with name, physical address, and phone number of the permitted food establishment servicing the machine? ☐ Yes ☒ No		
SECTION 4 – Food Managers Certification/Alaska Safe Food Worker Card			
a.	Have you attached a copy of a <u>Food Manager's Certification</u> ? ☐ Yes ☐ No ☒ N/A <i>The operator of a food establishment that serves and prepares unwrapped or unpackaged food, except for a bar, tavern, or limited food service, must have at least one Certified Food Protection Manager who is involved in the daily operations of the establishment.</i>		
b.	Does everyone who works or will work at the food establishment have a <u>Food Worker Card</u> ? ☐ Yes ☒ No ☐ N/A <i>An operator of a food establishment shall keep on file a copy of the Food Worker Card issued by the department for each employed food worker and make the copy available to the Department upon request.</i>		
<i>I declare, under penalty of unsworn falsification, that this application (including any accompanying statements) has been examined by me and to the best of my knowledge and belief is true, correct, and complete. I agree to pay all fees before operating.</i>			
Applicant's Signature 		Date 10/01/21	
Applicant's Printed Name Brian Glasheen		Title Owner	

Department of Commerce, Community, and Economic Development

CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

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ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Good Vibes LLC

Entity Type: Limited Liability Company

Entity #: 10163025

Status: Good Standing

AK Formed Date: 5/8/2021

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2023

Entity Mailing Address: 1834 BUCCANEER PLACE, ANCHORAGE, AK 99501

Entity Physical Address: 1834 BUCCANEER PLACE, ANCHORAGE, AK 99501

Registered Agent

Agent Name: Brian Glasheen

Registered Mailing Address: 1834 BUCCANEER PLACE, ANCHORAGE, AK 99501

Registered Physical Address: 1834 BUCCANEER PLACE, ANCHORAGE, AK 99501

Officials

☐ Show Former

AK Entity #	Name	Titles	Owned
	Alexander Wasierski	Member	50.00
	Brian Glasheen	Member	50.00

Filed Documents

Date Filed	Type	Filing	Certificate
5/08/2021	Creation Filing	Click to View	Click to View
5/08/2021	Initial Report	Click to View	

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OPERATING AGREEMENT OF GOOD VIBES LLC

THIS OPERATING AGREEMENT OF GOOD VIBES LLC (the "Operating Agreement") is entered into as of 10/1/21 (the "Effective Date") by BRIAN GLASHEEN, an individual, and ALEXANDER WASIERSKI, an individual, as Members of the GOOD VIBES LLC (the "Company").

WHEREAS, the Members desire to execute this Operating Agreement to provide for their respective rights, obligations, and duties with respect to the Company, and the management and governance of the Company;

The undersigned have agreed to operate a limited liability company in accordance with the terms and subject to the conditions set forth in this Operating Agreement.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the undersigned, intending legally to be bound, agree as follows:

1. **DEFINITIONS.** Unless the context otherwise specifies or requires, capitalized terms used in this Operating Agreement shall have the respective meanings assigned to them in this Section 1 for all purposes of this Operating Agreement (such definitions to be equally applicable to both the singular and the plural forms of the terms defined). Unless otherwise specified, all references in this Operating Agreement to Sections are to Sections of this Operating Agreement.

1.1 **"Act"** means the Alaska Limited Liability Company Act, Alaska Statute § 10.50.010, *et seq.*, as in effect and hereafter amended, and, unless the context otherwise requires, applicable regulations thereunder. Any reference herein to a specific section or sections of the Act shall be deemed to include a reference to any corresponding provisions of future law.

1.2 **"Additional Capital Contribution"** means any Capital Contribution made by any Member after the Initial Capital Contribution pursuant to Section 5.

1.3 **"Applicable Law"** means all state, county and municipal laws, regulations, administrative codes, policies, licensing schemes, or other legal frameworks regulating the Regulated Industry, including but not limited to Title 17, Chapter 38 of the Alaska Statutes and Title 3, Chapter 306 of the Alaska Administrative Code (or such replacement or successor statutes or codes); provided that if the Regulated Industry becomes legal at the federal level then Applicable Law shall also include federal laws, regulations, administrative codes, policies, licensing schemes, or other legal frameworks regulating the Regulated Industry.

1.4 **"Articles of Organization"** or **"Articles"** means the Articles of Organization filed for the Company in accordance with the Act.

1.5 **"Bankruptcy"** means, and a Member shall be deemed **"Bankrupt"** upon, (i) the entry of a decree or order for relief of the Member by a court of competent jurisdiction in any involuntary case involving the Member under any bankruptcy, insolvency, or other similar law now or hereafter in effect; (ii) the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestration, or other similar agent for the Member or for any substantial part of the Member's assets or property; (iii) the ordering of the winding up or liquidation of the Member's affairs; (iv) the filing with respect to the Member of a petition in any such involuntary bankruptcy case, which petition remains undismissed for a period of ninety (90) days or which is dismissed or suspended pursuant to Section 305 of the Federal Bankruptcy Code (or any corresponding provision of any future United States bankruptcy law); (v) the commencement by the Member of a voluntary case under any bankruptcy, insolvency, or other similar law now or hereafter in effect; (vi) the consent by the Member to the entry of an order for relief in an involuntary case under any such law or to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestration, or other similar agent for the Member or for any substantial part of the Member's assets or property; (vii) the making by the Member of any general assignment for the benefit of creditors; or (viii) the failure by the Member generally to pay his or her debts as such debts become due.

1.6 **"Capital Account"** means the separate account established and maintained for each Member pursuant to Section 5.

1.7 **"Capital Contribution"** means any property, including cash, or services, contributed to the Company by or on behalf of a Member.

1.8 **"Code"** means the Internal Revenue Code, as in effect and hereafter amended, or any corresponding provision of any succeeding law.

1.9 **"Company"** means GOOD VIBES LLC.

1.10 **"Dollars"** and **"\$"** mean the lawful money of the United States.

1.11 **"GAAP"** means generally accepted accounting principles set forth in the opinions and pronouncements of the American Institute of Certified Public Accountants' Accounting Principles Board and Financial Accounting Standards Board or in such other statements by such other entity as may be in general use by significant segments of the accounting profession as in effect from time to time.

1.12 **"Initial Capital Contribution"** means the initial contribution of capital to the Company made by the Members as set forth in Section 5 and on Exhibit A attached hereto and incorporated herein.

1.13 **"Majority vote of the Membership Interests"** or **"majority of the Membership Interests"** means affirmative vote by more than 50% of the Membership Interests entitled to vote.

1.14 **"Manager"** means any person or his or her successor as may be appointed pursuant to the terms of this Operating Agreement.

1.15 **"Member"** or **"Members"** means those persons listed in **Exhibit A** and any other Person who shall in the future execute this Operating Agreement pursuant to the provisions of this Operating Agreement.

1.16 **"Membership Interest"** means the Percentage Interest of a Member in the Company.

1.17 **"Operating Agreement"** means this Operating Agreement, as this Operating Agreement may be amended or modified from time to time, together with all addenda, exhibits, and schedules attached to this Operating Agreement from time to time.

1.18 **"Percentage Interest"** means a Member's percentage share of ownership of the Company, which shall be equal to the percentage that such Member's Capital Contributions bears to the sum of all Capital Contributions.

1.19 **"Person"** or **"Persons"** means any individual, corporation, association, partnership, limited liability company, joint venture, trust, estate, or other entity or organization.

1.20 **"Regulated Industry"** means any trade in marijuana and marijuana-related products, services, or other commerce that the Company pursues or engages in under this Operating Agreement, including growing, manufacturing, and retailing cannabis and cannabis derivatives and edibles, as well as designing and selling associated accessories, apparel, artwork, and other products, whether carried out in the State of Alaska or in any other jurisdiction in which the Company may legally pursue and carry out the Regulated Industry.

2. FORMATION, NAME, PLACE OF BUSINESS.

2.1 Formation of Company. The Members of the Company hereby:

2.1.1 Authorize formation of the Company by the Members as a limited liability company pursuant to the Act, and further ratify the filing of the Articles of Organization with the State of Alaska, Department of Commerce, Community and Economic Development, Division of Corporations, Business and Professional Licensing;

2.1.2 Confirm and agree to their status as Members of the Company;

2.1.3 Execute this Operating Agreement for the purpose of confirming the existence of the Company and establishing the rights, duties, and relationship among the Members, and between the Members and the Company; and

2.1.4 Agree (i) that, if the laws of any jurisdiction in which the Company transacts business so require, the Company shall appropriately file all documents necessary for the Company to qualify to transact business under such laws, and (ii) to execute, acknowledge, and file any amendments to the Articles as may be required to lawfully operate the Company as a limited liability company.

2.2 Name of Company. The name of the Company shall be "GOOD VIBES LLC." The business of the Company may be conducted under any other name permitted by the Act that is selected by the Members. If the Company does business under a name other than set forth in its Articles of Organization, then it shall execute, file, and record any assumed or fictitious name certificates as required by law. The Company shall initially do business under the name "Good Vibes Bethel."

2.3 Place of Business. The principal place of business of the Company shall be 1834 Buccaneer Place, Anchorage, AK 99501. The Members may change the principal place of business to such other place within the United States as the Members may determine from time to time. The Members may establish and maintain other offices and additional places of business of the Company in or outside the State of Alaska.

2.4 Registered Office and Registered Agent. The name and address of the initial registered agent of the Company is Brian Glasheen, 1834 Buccaneer Place, Anchorage, AK 99501.

2.5 No Partnership Intended for Non-Tax Purposes. The Members do not intend to form a joint venture or a partnership under the laws of Alaska. The Members do not intend to be partners to one another or any third party. The Members agree and acknowledge that the Company is to be treated as a partnership solely for federal and state income tax purposes.

3. PURPOSES AND POWERS OF COMPANY.

3.1 Purposes. The purposes for which the Company is organized are:

3.1.1 To operate an establishment licensed under Title 3, Chapter 306 of the Alaska Administrative Code, and for any other lawful purpose; and

3.1.2 To enter into any lawful transaction and engage in any lawful activities in furtherance of the foregoing purposes and to assist the Company to carry out the purposes contemplated by this Operating Agreement.

3.2 Powers. The Company shall have the power to do any and all lawful acts for the furtherance of the purposes of the Company and this Operating Agreement.

4. TERM. The Company commenced when the Articles of Organization were delivered to the State of Alaska, Department of Commerce, Community and Economic Development, Division of Corporations, Business and Professional Licensing. The Company shall continue in perpetuity until it is dissolved, liquidated, and terminated in conformity with the provisions of this Operating Agreement or the Act.

5. CAPITAL.

5.1 Initial Capital Contributions of the Members. Upon execution of this Operating Agreement, each Member will or has contributed to the Company the types and amounts of Initial Capital Contribution set forth in the attached **Exhibit A**.

5.2 Additional Capital Contributions of the Members. Upon the agreement of all of the Members, a Member may make an Additional Capital Contribution. The Percentage Interest of the Members shall be adjusted to reflect any Additional Capital Contribution when it is made. No Member shall be required to contribute any additional capital to the Company and no Member shall have any personal liability for any Additional Capital Contribution to the Company unless expressly assumed in writing.

5.3 Form of Capital Contributions or Additional Capital Contributions of the Members. Upon unanimous vote of the Members, any Member may make any of the contributions referenced in this Section 5 in kind, or through services ("Sweat Equity") provided, however, that such in kind or Sweat Equity Capital Contributions or Additional Capital Contributions shall be valued as agreed by all of the Members and shall also be made subject to the terms of any definitive agreement(s) regarding the purchase of the applicable Membership Interests.

5.4 Capital Accounts. A separate Capital Account shall be established and maintained for each Member. The Capital Account of each Member shall be (i) increased by the amount of any Capital Contributions made to the Company by the Member, (ii) increased or decreased by items of net income or net loss allocated to the Member pursuant to Section 6, and (iii) decreased by any distributions made from the Company to the Member.

5.5 No Interest on Capital Contributions or Capital Accounts. No Member shall be entitled to receive any interest on his, her, or its Capital Contribution or Capital Account balance.

5.6 Loans. Subject to AS 10.50.140, a Member or an employee of the Company may, at any time, make or cause a loan to be made to the Company in any amount and on such terms as all Members agree. Any such approved advances or

loans shall not result in any increase in the amount of such Member's Capital Account or entitle such Member to any increase in its Percentage Interest. The amounts of such advances or loans shall be a debt of the Company and shall be payable or collectible only out of the Company's assets in accordance with terms and conditions agreed upon by all Members.

5.7 Liability of Members. Except as otherwise provided in the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and none of the Members shall be obligated personally for any such debt, obligation, or liability solely by reason of being a Member. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under the Act or this Operating Agreement shall not be grounds for imposing personal liability on the Members for liabilities of the Company.

5.8 Return of Capital. No Member shall have the right to demand or to receive the return of all or any part of his, her, or its Capital Account or Capital Contributions to the Company except upon the consent of all Members, upon the dissolution of the Company, or as may be specifically provided in this Operating Agreement.

5.9 THE UNCERTIFICATED LIMITED LIABILITY COMPANY MEMBERSHIP INTERESTS PROVIDED FOR UNDER THIS OPERATING AGREEMENT, AND ANY AND ALL RELATED RIGHTS AND OPTIONS OR OTHER INTERESTS THAT MAY NOW OR HEREAFTER BE DESIGNATED AS SECURITIES FOR ANY PURPOSE WHATSOEVER, HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS AND SUCH INTERESTS MAY NOT BE OFFERED OR SOLD UNLESS REGISTERED UNDER THE SECURITIES ACT OR APPLICABLE STATE SECURITIES LAWS, OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE MEMBERSHIP INTERESTS ARE SUBJECT TO CERTAIN VOTING AND GOVERNANCE PROVISIONS, RESTRICTIONS ON TRANSFER, AND OTHER TERMS AND CONDITIONS SET FORTH IN THIS OPERATING AGREEMENT.

ANY PARTY EXECUTING THIS OPERATING AGREEMENT ACKNOWLEDGES AND AGREES, AND REPRESENTS AND WARRANTS TO EACH OTHER PARTY TO THIS OPERATING AGREEMENT, THAT HE, SHE OR IT IS OBTAINING THE MEMBERSHIP INTERESTS PROVIDED FOR HEREIN FOR THE PURPOSES OF INVESTMENT AND NOT WITH AN EYE TO DISTRIBUTION, THAT ANY FURTHER SALE OR TRANSFER OF SUCH SECURITIES IS RESTRICTED BY APPLICABLE SECURITIES LAWS AND THIS OPERATING AGREEMENT, AND THAT HE, SHE OR IT SHALL NOT SELL OR TRANSFER SUCH MEMBERSHIP INTERESTS WITHOUT (I) REGISTRATION OR EXEMPTION UNDER THE SECURITIES ACT OF 1933 AND ALL APPLICABLE STATE SECURITIES LAWS AND (II) COMPLIANCE WITH THIS OPERATING AGREEMENT.

6. ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS.

6.1 Allocation of Net Income or Net Loss. Except as otherwise provided in Section 6.2, the net income or net loss, other items of income, gains, losses, deductions, and credits, and the taxable income, gains, losses, deductions, and credits of the Company, if any, for each fiscal year (or portion thereof) shall be allocated to the Members in proportion to their Membership Interest in the Company.

6.2 Allocation of Income and Loss With Respect to Company Interests Transferred. If any interest is transferred during any fiscal year, the net income or net loss (and other items referred to in Section 6.1) attributable to such interest for such fiscal year shall be allocated between the transferor and the transferee by closing the books of the Company as of the date of the transfer.

6.3 Distributions. Distributions to the Members may be made at times and in amounts as are determined by the Members. Approved distributions shall be made to the Members in proportion to their Percentage Interests. Distributions may be made in cash or by distributing property in kind.

7. MANAGEMENT OF COMPANY.

7.1 Management of the Company. The Members shall manage, control, and conduct the business and affairs of the Company.

7.2 Salaries and Contract Rights. The salary, if any, of the Members and/or other officers shall be fixed from time to time by the Members. The Company may enter into management or employment contracts, under such terms and conditions and providing for such compensation as shall be approved by the Members as provided herein, with one or more Members or persons affiliated with the Member.

7.3 Duties, Rights, and Powers. Except as specifically limited in this Operating Agreement, or under applicable law, the Members shall have the sole and exclusive right to manage, control, and conduct the business and affairs of the Company.

7.3.1 The Members shall have the duties and powers set forth below and shall perform all such other duties as the Members shall designate. Accordingly, the Members shall:

- A. Manage the affairs and business of the Company;
- B. Exercise the authority and powers granted to the Company;
- C. Take any and all actions necessary to perfect and maintain the status of the Company as a limited liability company under the Act, including the filing of such certificates and biennial reports and the taking of all other actions required for the continuance of the Company under this Act and the Agreement;

- D. Preside at meetings of the Members;
- E. Sign all bonds, deeds, mortgages, and any other agreements, and such signature(s) shall be sufficient to bind the Company;
- F. Prepare minutes of the Members' meetings and keep them in one or more books provided for that purpose;
- G. Authenticate records of the Company;
- H. See that all notices are duly given in accordance with the provisions of this Agreement or as required by law;
- I. Be custodian of the corporate records;
- J. Keep a register of the post office address and other contact information of each Member that shall be furnished by such Member;
- K. Have general charge of the Membership Interest transfer books of the Company;
- L. Report quarterly to Members on the status of the Company's finances, compliance with applicable regulations, business plan status, and other relevant matters;
- M. Take all actions necessary or appropriate to accomplish the Company's purposes in accordance with the terms of this Operating Agreement; and
- N. Otherwise act in all other matters on behalf of the Company.

7.3.2 In addition to the duties and powers which the Members may have in accordance with Section 7.5.1, and except as otherwise specifically limited in this Operating Agreement or under applicable law, the Members shall have specific rights and powers required for the management of the business of the Company, including, the right to do the following, only upon a majority vote of the Membership Interests:

- A. Establish overall policy decisions with respect to the business and affairs of the Company;
- B. Review and approve annual budgets and operating guidelines;
- C. Approve contracts, agreements, and commitments of the Company;

D. Approve the choice of bank depositories, and approve arrangements relating to signatories on bank accounts;

E. Approve the choice of the Company's attorneys, independent accountants, and any other consultants, including, without limitation, market consultants, leasing agents, management agents, and advertising and public relations agents;

F. Approve any change to the Company's fiscal year;

G. Approve all distributions to the Members;

H. Approve the conveyance, sale, transfer, assignment, pledge, encumbrance, or disposal of, or the granting of a security interest in, any assets of the Company;

I. Incur indebtedness or loan or extend credit to any Person in an amount not to exceed the value of the assets then owned by the Company;

J. Employ, appoint, and remove any Company employee who is involved in the day-to-day management or business of the Company;

K. Change any accounting principles used by the Company, except to the extent required by GAAP;

L. Notify entities owned in whole or in part by the Company of any changes in ownership of the Company; and

M. Approve any tax elections of the Company.

7.4 Extraordinary Transactions. Notwithstanding anything to the contrary in this Operating Agreement, the Members shall not undertake any of the following without the unanimous approval of the Members:

7.4.1 The admission of additional Members to the Company;

7.4.2 Discontinuance of the Company's business;

7.4.3 Sale of the Company's business or substantial portion thereof, or the sale, exchange, or other disposition of all, or substantially all, of the Company's assets;

7.4.4 Any merger, reorganization, or recapitalization of the Company;

7.4.5 Settlement or confession of judgment in any legal matter;

7.4.6 Taking or effecting any action that would render the Company bankrupt or insolvent or, except as expressly provided in this Operating Agreement, cause the termination, dissolution, liquidation, or winding-up of the Company;

7.4.7 Such other matters and decisions as the Members may from time to time designate.

7.5 Business Plan and Budget. Each Fiscal Year, commencing with the Fiscal Year beginning on January 1, 2022, the Members shall prepare an annual business plan and operating budget for the Company. Each draft budget shall be delivered to the Members not later than thirty (30) calendar days before the beginning of the Fiscal Year in question. The approval of any draft business plan and budget shall be will be effective upon approval by a majority vote of the Members. Once a draft business plan and budget is approved, it shall be the "Annual Business Plan and Budget" for the Company for the Fiscal Year in question. The "Initial Business Plan and Budget" for the partial Fiscal Year 2020 - 2021 shall be prepared by the Members promptly after execution of this Agreement and submitted to the Members for approval.

7.6 Third Party Reliance. Third parties dealing with the Company shall be entitled to rely upon the power and authority of the Members as set forth herein.

7.7 Conflicts of Interest. Subject to the limitations of AS 10.50.140 and Section 8.9 below, the Members may, at any time, may engage in and possess interests in other business ventures of any and every type independently or with others, with no obligation to offer to the Company or any Member the right to participate therein. The Company may transact business with any Member or the Manager, subject to the limitations of AS 10.50.140. Each Member has an affirmative duty to fully disclose all potential conflicts of interest to the other Members prior to any vote. Unless approved by all of the remaining Members, any Member with a conflict of interest may not vote on the issue in question.

7.8 Member Has No Exclusive Duty to Company. The Members shall not be required to manage the Company as the Members' sole and exclusive function, and the Members may engage in other business and investment activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, solely by virtue of this Agreement or its relationship to a Member or the Company, to share or participate in any such other investments or activities of the Members or to the income or proceeds derived therefrom. Members shall not have any obligation to disclose any such other investments or activities to the other Members unless it actually or potentially adversely affects the business or property of the Company.

7.9 Agents. The Members may designate one or more individuals as agents of the Company for any purpose. No agent need be a Member. Each agent shall have the authority and shall perform the duties designated by the Members. Vacancies may be filled or new offices created and filled by the Members. Any agent

appointed by the Members may be removed by the Members whenever, in their sole judgment, the best interests of the Company would be served. However, such removal shall be without prejudice to the contract rights, if any, of the person so removed.

8. MEMBERS.

8.1 Members. The Members of the Company are listed on **Exhibit A.**

8.2 Member Qualifications and Conditions.

8.2.1 To be admitted as a Member, a Person shall provide documentation satisfactory to the Company that (a) the Person is not prohibited under Applicable Law from directly or indirectly owning or controlling a Membership Interest in an entity operating in the Regulated Industry, for any reason, including without limitation, the residence of such Person, and any criminal history of such Person; and (b) the Person's direct or indirect ownership or control of a Membership interest in the Company would not prevent the Company from obtaining, maintaining, operating under, renewing, or otherwise enjoying the full benefit of any necessary licenses, permits, approvals, or other permissions necessary under Applicable Law for the Company to operate in the Regulated Industry.

8.2.2 It is understood that in order to remain a Member, all Members shall maintain personal compliance with all Applicable Law and shall provide the Company with any and all documentation, verifications, or other aid or assistance as required or requested for the Company to continue its compliance with Applicable Law.

8.2.3 The restrictions in this Section 8 shall not apply in the event of any occurrence that applies to all Members and which would have the effect of making all Members removed for cause (as defined in Section 13), such as a change in Applicable Law that makes it impossible for the Company to legally operate in the Regulated Industry under Applicable Law.

8.3 Meetings. There shall be quarterly meetings of the Members. Additional meetings of the Members may be called at any time by any Member or the Manager. Meetings shall be held at the principal place of business of the Company or as designated in the notice or waivers of notice of the meeting.

8.3.1 Notice. Notice of any meeting of the Members shall be given no fewer than five (5) days and no more than thirty (30) days prior to the date of the meeting. Notices shall be delivered in the manner set forth in Section 16.4 and shall specify the purpose or purposes for which the meeting is called. The attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

8.3.2 Quorum. The holders of a majority of the Membership Interests, present in person or represented by proxy, shall constitute a quorum for

transaction of business at any meeting of the Members. If the holders of less than a majority of the Percentage Interests are present at said meeting, the holders of a majority of the Percentage Interests present at the meeting may adjourn the meeting at any time without further notice.

8.3.3 Manner of Acting. The act of the holders of a majority of the Percentage Interests present at a meeting at which a quorum is present shall be the act of the Members, unless the act of a greater number is required by statute, this Operating Agreement, or the Articles.

8.4 Action Without Meeting. Unless specifically prohibited by the Agreement, any action required to be taken at a meeting of the Members may be taken without a meeting by a written instrument indicating the consent of the majority, or greater than a majority, if otherwise required by this Operating Agreement, vote of the Membership Interests. Prompt notice of the taking of the action without a meeting by less than unanimous consent shall be given in writing to those Members who were entitled to vote but did not consent in writing.

8.5 Telephonic Meetings. The Members may participate in and act at any meeting of Members through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating. The Members or Manager, whoever called for the meeting, shall ensure those Members attending remotely have access to any written materials reviewed at the meeting.

8.6 Proxies. Each Member entitled to vote at a meeting of Members or to express consent or dissent to action in writing without a meeting may authorize another person or persons to act for such Member by written proxy. Such proxy shall be deposited at the principal offices of the Company not less than twenty-four (24) hours before a meeting is held or action is taken. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

8.7 Voting of Interests. Each Member shall be entitled to vote according to the percentage of his or her Membership Interest in the Company upon each matter submitted to a vote of the holders thereof.

8.8 Duty to Act in Best Interest of LLC. As members of a closely held limited liability company, all Members agree to act in the best interests of the Company when voting or deciding on issues affecting the Company, and each Member acknowledges their duty to act in good faith towards all other Members. The duty of care set forth in AS 10.50.135 is expressly adopted and incorporated into this Agreement. Each Member has an affirmative duty to fully disclose all potential conflicts of interest to the other Members prior to any vote. Unless approved by all of the remaining Members, any Member with a conflict of interest may not vote on the issue in question.

8.9 Other Activities of Members; Restrictions on Competition. Any Member, or any affiliate thereof, may have other business interests or may engage in other business ventures of any nature or description whatsoever, whether currently existing or hereafter created, and may compete, directly or indirectly, with the business of the Company, subject to the limitations of AS 10.50.140, to the extent applicable to such Member. No Member, or affiliate thereof, shall incur any liability to the Company as a result of his, her, or its pursuit of such other permitted business interests, ventures, and competitive activity, and neither the Company nor the other Members shall have any right to participate in such other business ventures or to receive or share in any income or profits derived therefrom, subject to the limitations of AS 10.50.140, to the extent applicable to such Member.

8.10 All expenses reasonably incurred with respect to the organization or operation of the Company shall be paid or reimbursed by the Company.

8.11 Other than duties as a Member of the Company listed in Section 7.3.1, no Member shall be required or expected to provide labor or services to the Company with respect to the day-to-day business activities of the Company without compensation for such labor or services on terms and conditions to be agreed to between the Member and the Company.

9. INDEMNIFICATION.

9.1 Right of Indemnification. In accordance with the Act and this Operating Agreement, the Company shall indemnify, defend, and hold harmless any person who is a Member, Manager, or other officer of the Company, and the person's officers, directors, partners, joint venturers, employees, or agents (individually, in each case, an "Indemnitee") to the fullest extent permitted by law, from and against any and all losses, claims, demands, costs, damages, liabilities (joint or several), expenses of any nature (including costs, attorneys' fees and disbursements), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits, or proceedings, whether civil, criminal, administrative, or investigative, in which the Indemnitee may be involved or threatened to be involved, as a party or otherwise, arising out of or incidental to the business or activities of or relating to the Company, regardless of whether the Indemnitee continues to be a person who is a Member, Manager, or other officer of the Company, or the person's officers, directors, partners, joint venturers, employees, or agents, at the time any such liability or expense is paid or incurred. However, this provision shall not eliminate or limit the liability of an Indemnitee (i) for any breach of the Indemnitee's duty of loyalty to the Company or the Members, (ii) for acts or omissions which involve intentional misconduct or a knowing violation of law, or (iii) for any transaction from which the Indemnitee received any improper personal benefit.

9.2 Advances of Expenses. Expenses incurred by an Indemnitee in defending any claim, demand, action, suit, or proceeding subject to this Section 9 shall be advanced by the Company prior to the final disposition of such claim, demand,

action, suit, or proceeding, upon receipt by the Company of an undertaking by or on behalf of the Indemnatee to repay such amount, if it shall be determined in a judicial proceeding or a binding arbitration that such Indemnatee is not entitled to be indemnified as authorized in this Section 9.

9.3 Other Rights. The indemnification provided by this Section 9 shall be in addition to any other rights to which an Indemnatee may be entitled under any agreement, vote of the Members, as a matter of law or equity, or otherwise, both as to an action in the Indemnatee's capacity as a Member, Manager, or other officer of the Company, or any affiliate thereof, and as to an action in another capacity, and shall continue as to an Indemnatee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns, and legal representatives of the Indemnatee.

9.4 Insurance. The Company may purchase and maintain insurance on behalf of the Members, the Manager, and such other persons as the Members shall determine against any liability that may be asserted against or expense that may be incurred by such persons in connection with the offering of interests in the Company or the business or activities of the Company, regardless of whether the Company would have the power to indemnify such persons against such liability under the provisions of this Operating Agreement.

10. BANK ACCOUNTS, BOOKS AND RECORDS, STATEMENTS, TAXES, FISCAL YEAR.

10.1 Bank Accounts. To the extent reasonably practicable, all funds of the Company shall be deposited in the Company's name in such checking and savings accounts, time deposits, certificates of deposit, mutual funds, money market instruments, or other accounts as shall be designated by the Members, from time to time. The Members shall arrange for the appropriate conduct of such account or accounts, or such other mechanisms for managing funds of the Company.

10.2 Books and Records. The Members, shall keep, or cause to be kept, accurate books and records showing the financial condition of the Company, including copies of the Company's financial statements and the federal, state, and local tax returns of the Company for at least the most recent six (6) fiscal years. All Members shall have access to the books and records at any reasonable time during regular business hours and shall have the right to copy said records at such Member's expense.

10.2.1 Where Maintained. The books, accounts, and records of the Company at all times shall be maintained at the Company's principal office or at such other place authorized by the Members.

10.2.2 Fiscal Year. The fiscal year of the Company for all purposes shall be the calendar year. The Members shall have authority to change the beginning and ending dates of the fiscal year.

10.3 Accounting Decisions. All decisions as to accounting matters shall be made by the Members subject to the provisions herein.

10.4 Tax Matters Member. If a Manager is appointed, the Manager shall be the Company's tax matters partner ("Tax Matters Member"). If no Manager is appointed, the Tax Matters Member shall be BRIAN GLASHEEN. The Tax Matters Member shall have all powers and responsibilities of a "tax matters partner" as defined in Section 6231 of the Code. The Tax Matters Member shall keep all Members informed of all notices from government taxing authorities that may come to the attention of the Tax Matters Member. The Company shall pay and be responsible for all reasonable third-party costs and expenses incurred by the Tax Matters Member in performing those duties. A Member shall be responsible for any costs incurred by the Member with respect to any tax audit or tax-related administrative or judicial proceeding against any Member, even though it relates to the Company. The Tax Matters Member shall not compromise any dispute with the Internal Revenue Service without the approval of the Members.

10.5 Tax Elections. The Members shall have the authority to make all Company elections permitted under the Code, including, without limitation, elections of methods of depreciation and elections under Section 754 of the Code. The decision to make or not make an election shall be at the Manager's sole and absolute discretion.

10.6 Title to Company Property. All real and personal property acquired by the Company shall be acquired and held by the Company in its name.

11. TRANSFER OF MEMBERSHIP INTERESTS; SUBSTITUTION OF MEMBERS.

11.1 Transfer of Membership Interests.

11.1.1 Definition of Transfer. The term "transfer," when used in this Section 11 with respect to a Membership Interest, shall include any sale, assignment, gift, pledge, hypothecation, mortgage, exchange, or other disposition. However, a "transfer" shall not include any pledge, mortgage, or hypothecation of or granting of a security interest in a Membership Interest in connection with any financing obtained on behalf of the Company.

11.1.2 Void Transfers. No Membership Interest shall be transferred, in whole or in part, except in accordance with the terms and conditions set forth in this Section 11. Any transfer or purported transfer of any Membership Interest not made in accordance with this Section 11 shall be void *ab initio*.

11.2 Restrictions of Transfers.

11.2.1 Consent Required. No Member may transfer all or any portion of, or any interest or rights in their Membership Interest or their Capital Account without: (i) the express written consent of all non-transferring Members; or (ii) following the procedures outlined in Section 11.2.2. Each Member acknowledges the reasonableness of this prohibition in view of the relationship of the Members.

11.2.2 Right of First Refusal. In the event that one Member wishes to transfer all or part of their Membership Interest in the Company, and in the absence of the express written consent of non-transferring Members then holding a majority of the Membership Interests under Section 11.2.1, the transferring Member shall first make the Membership Interest available to the other Member(s) in the manner set forth below in this Section 11.2.2.

A. The right of a Member to transfer its Membership Interest in the Company to any third party is expressly conditioned upon such transferring Member first offering to transfer their Membership Interest to the remaining Member(s) for the same price and upon the same terms as the proposed transfer to a person or entity not a Member of the Company. The procedure for this right of first refusal shall be as follows:

1. Prior to any proposed transfer of Membership Interest, the transferring Member shall send each of the remaining Members a copy of the proposed agreement between the transferring Member and the proposed transferee and notify the remaining Members of the transferring Member's intention to enter such agreement and make such transfer. The remaining Members shall each have the right, within thirty (30) calendar days of receipt of such notice, to acquire the transferring Member's interest on the same terms as the proposed agreement.

2. If more than one non-transferring Member elects to purchase the transferring Member's Membership Interest, then the Percentage Interest each such electing Member shall be entitled to purchase shall be determined by agreement among the electing non-transferring Members. Or, if the electing non-transferring Members are unable to so agree, then each electing non-transferring Member shall be entitled to purchase a *pro rata* amount of the offered membership interest based upon a percentage equal to the Membership Interests in the Company owned by such non-transferring Members relative to the total Membership Interest in the Company owned by all such electing non-transferring Members.

3. If the remaining Member(s) do not acquire the interest of the transferring Member, the transferring Member may then transfer his or her interest in the Company to the person or entity named in the proposed agreement pursuant to the terms contained in this section, provided that such transfer is on the same terms and conditions and for the same price set forth in the proposed agreement sent to the remaining Members.

11.2.3 Substitution. Any transferee of a Membership Interest shall become a substituted Member upon (i) the express written consent of the non-transferring Members or if the remaining Members do not acquire the membership interest subject to transfer pursuant to the Right of First Refusal; (ii) the transferee agreeing to be bound by all the terms and conditions of the Articles and this Operating Agreement; (iii) the transferee providing documentation satisfactory to the Company that the transferee is eligible to own the Membership Interests pursuant to applicable laws, including without limitation, Title 3, Chapter 306 of the Alaska Administrative Code; and (iv) receipt of any necessary regulatory approvals. Unless and until a transferee is admitted as a substituted Member, the transferee shall have no right to exercise any of the powers, rights, and privileges of a Member hereunder. A Member who has transferred his or her Membership Interest shall cease to be a Member upon transfer of the Member's entire Membership Interest and thereafter shall have no further powers, rights, and privileges as a Member hereunder except as provided in Section 9.

12. ADMISSION OF NEW MEMBERS.

12.1 The admission of additional members to the Company through the sale, issuance, or other conveyance of Membership Interest by the Company is not considered a transfer of Membership Interest under Section 11.

12.2 Subject to the terms of this Agreement, additional Persons may be admitted as Members of the Company under this Section 12 at such time and on such terms as may be deemed appropriate by a unanimous vote of the Membership Interests. To be admitted as a new Member, a Person shall (i) agree in writing to be bound by all the terms and conditions of this Operating Agreement; and (ii) provide documentation satisfactory to the Company that the Person is eligible to own the Membership Interests pursuant to applicable laws, including without limitation, Title 3, Chapter 306 of the Alaska Administrative Code. A Person will not be fully admitted as a Member until any and all necessary regulatory approvals are received. Unless and until a Person is admitted as a Member, the Person shall have no right to exercise any of the powers, rights, and privileges of a Member hereunder.

12.3 The Members understand that, in the event of the admission of a new member, the then existing Members' Percentage Interests shall be reduced pro rata in amounts that equal the amount of the new member's Percentage Interest.

13. DISSOCIATION OF A MEMBER.

13.1 Voluntary Withdrawal. In the event of a Member's voluntary withdrawal from the Company, 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. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company business and the withdrawing Member's interest shall be transferred to the remaining Members on a *pro rata* basis consistent with their current Membership Interests. The withdrawing Member shall not be entitled to

compensation, accrued distributions, or repayment of Capital Contributions without the express written consent of all of the other Members. If the remaining Members elect to purchase the interest of the withdrawing Member, the Members will serve written notice of such election upon the withdrawing Member within thirty (30) days after receipt of the withdrawing Member's notice of intention to withdraw, including the purchase price and method and schedule of payment for the withdrawing Member's Membership Interest. The purchase amount of any buyout, and the timing of any payments for such buyout, of a Member's interest under this Section 13.1 shall be within the sole discretion of the remaining Members.

13.2 Involuntary Withdrawal. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company business. 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; Member bankruptcy; and other involuntary levy or transfer of a Member's Membership Interest by judicial order or otherwise. Any Member (or its appropriate representative) who experiences an event leading to involuntary withdrawal shall notify the Company in writing of the event and the date of the event. In the absence of such notice, the other Members may give notice to the affected Member's representative, or upon notice of any involuntary levy or transfer of a Member's Interest by judicial order or otherwise, then within thirty (30) days of such notice, such Member shall either give written assurances that such event has not occurred, or has been cured. Failure to timely respond shall be deemed effective as notice of intent for compulsory sale.

13.3 Compulsory Sale of Member's Interest. Upon the receipt of notice under Section 13.2, the remaining Members shall meet and upon the majority affirmative vote of the Members (without counting the Interest of the withdrawing Member), the Members may elect to purchase the Interest of the withdrawing 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 interest, 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 withdrawing Member. If the Company does not elect to purchase the withdrawing Member's Membership Interest, then the Company may either elect to admit such Member's distributees or beneficiaries into the Company as Substituted Members, or may elect to dissolve, each by the vote as established in Sections 11 and 15 respectively.

13.3.1 Compulsory Sale Purchase Price. The purchase price amount of a Member's Interest due to compulsory sale under Section 13.3 will be the Fair Market Value of the withdrawing Member's interest. The Fair Market Value of a withdrawing Member's Interest to be purchased by the Company or any Member or Members, shall be determined by agreement between the withdrawing Member's Legal Representative and the Company, which agreement is subject to approval by a majority

of the remaining Members. For this purpose, the fair market value of the withdrawing Member's Interest shall be computed as the amount that could reasonably be expected to be realized by the withdrawing Member upon the sale of the Company in the ordinary course of business at the time of the action leading to the withdrawal. If the withdrawing Member's Legal Representative and the Company cannot agree upon the fair market value of the Interest within thirty (30) days of the date notice is provided per Section 13.3, the fair market value shall be determined by appraisal, as follows:

A. The Company and the withdrawing Member each to choose one appraiser qualified to conduct business valuations and the first two appraisers so chosen to choose a third appraiser. The decision of a majority of the appraisers as to the fair market value of such Estate Interest shall be final and binding and may be enforced by legal proceedings. The Affected Member and the Company shall each compensate the appraiser appointed by it and the compensation of the third appraiser shall be born equally by such parties

13.3.2 Ineligible Beneficiary. In the event that the involuntarily withdrawing Member's distributees, beneficiaries, or heirs do not or will not comply with the terms of Section 11.2.2; are not permitted to own the Membership Interest pursuant to applicable laws; or do not become so eligible within sixty (60) days following notice that the Company elected to not purchase the Membership Interest, then the Interest shall not transfer to the distributee or beneficiary and the withdrawing Member's Legal Representative shall convey the Membership Interest to a third party who shall be admitted as an Substitute Member pursuant to Section 11.2.2, but such substitution will be exempt from the requirement of Section 11.2.3(i). In the event that no Substitute Member is admitted or has admission as a Substitute Member pending within 180 days after the Company acquired knowledge of the death or disability of the withdrawing Member, the Membership Interest shall transfer to the Company, to be divided proportionately amongst the remaining Members on a *pro rata* basis according to their then-current Membership Interests, and the purchase price shall be the Book Value of the Membership Interest, as defined in Section 14. The purchase price of the Membership Interest under this section shall be paid by the Company to the Legal Representative of the withdrawing Member in immediately available funds within sixty (60) days of determination of the fair market value or, at the Company's option, said debt may be evidenced by a promissory note bearing interest at the Prime Rate, which shall be due and payable upon the earlier of (i) expiration of five (5) years or (ii) the sale or disposition of all of the Company Property.

13.4 Removal of a Member for Cause. A Member may be removed for cause upon a majority vote of the remaining Members. The expulsion of such Member will have no effect upon the continuance of the Company business. The remaining Members shall give notice to the Expelled Member of their removal as a Member. Upon the giving of such notice, the Expelled Member's Membership Interest and right to participate in the management and conduct of the Company's business is terminated. A Member removed for cause shall not be entitled to compensation, accrued distributions,

or repayment of Capital Contributions without the express written consent of all of the other Members.

13.4.1 A Member may be removed for cause in the case of any of the following:

A. the Member engaged in wrongful conduct that adversely and materially affected the Company's business;

B. the Member engages in criminal, illegal or other acts of malfeasance, gross negligence, prohibited self-dealing or embezzlement;

C. the Member did not maintain compliance with the Member Qualifications and Conditions listed in Section 8.2, including failure to provide the Company with any and all documentation, verifications, or other aid or assistance as required or requested for the Company to continue its compliance with Applicable Law;

D. if it is unlawful, or inconsistent with applicable regulations, to carry on the company's business with the Member;

E. the Member willfully or persistently committed a material breach of the Operating Agreement or a duty owed to the Company or the other members of the Company, including the Member's duty of loyalty and duty of care;

F. the Member engaged in conduct relating to the Company's business which makes it not reasonably practicable to carry on business with the Member;

G. 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; or

H. there has been a transfer of substantially all of the Member's Interest not in accordance with this Operating Agreement.

13.5 On any purchase and sale made pursuant to this section, a dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. Immediately upon purchase of a withdrawing Member's interest, the Company will prepare, file, serve, and publish all notices required by law to protect the withdrawing Member from liability for future Company obligations. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 180 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.

13.6 The remaining Members retain the right to seek all available legal 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.

14. BOOK VALUE.

14.1 The term "Book Value" means the book value, computed in accordance with GAAP, of a Member's Percentage Interest in the Company as of the end of the last full taxable year immediately preceding the year in which the event giving rise to the need for valuation occurred. Notwithstanding anything contained in this Agreement to the contrary, the computation of Book Value shall be subject to the following provisions:

14.1.1 Book Value shall not include any proceeds collected or collectible by the Company under any policy or policies of life or disability insurance insuring the life or disability of a Member, as a result of the death or disability of a Member.

14.1.2 No additional allowance of any kind shall be made for the goodwill, trade names, or any other intangible asset or assets (the "Intangible Assets") of the Company other than the aggregate dollar amount for any of those Intangible Assets appearing on the most recent balance sheet of the Company prior to the date on which Book Value is to be determined.

14.1.3 Reserves for contingent liabilities shall not be treated as a liability for purposes of determining Book Value.

14.1.4 No adjustment shall be made to Book Value as a result of any event occurring subsequent to the date as of which Book Value is to be determined.

14.1.5 Anything contained in this Agreement to the contrary notwithstanding, Book Value shall be calculated for the purposes of this Agreement on an accrual basis even if the Company shall have used a different accounting method for that or any prior period.

14.1.6 Book Value shall be determined by the outside accountants regularly employed by the Company. If no such regularly-employed accountants can be agreed upon by a majority vote of the Membership Interests, then the Manager shall select the appropriate accountants to determine Book Value of the Company.

15. DISSOLUTION, LIQUIDATION, AND TERMINATION.

15.1 Events Causing Dissolution. The Company shall be dissolved and shall commence winding up its affairs upon the first to occur of any of the following events:

15.1.1 The consent in writing to dissolve and wind up the affairs of the Company by all of the Members;

15.1.2 The sale or other disposition by the Company of all or substantially all of the Company's assets and the collection of all amounts derived from any such sale or other disposition, including all amounts payable to the Company under any promissory notes or other evidences of indebtedness taken by the Company and the satisfaction of contingent liabilities of the Company in connection with such other disposition (unless the Members shall elect to distribute such indebtedness to the Members in liquidation); or

15.1.3 The occurrence of any default that, under the Act, would cause the dissolution of the Company or that would make it unlawful for the business of the Company to be continued.

15.2 Winding Up. Upon the dissolution of the Company, the Members shall wind up the Company's affairs and satisfy the Company's liabilities. The Members shall liquidate all of the Company property and assets as quickly as possible consistent with obtaining the full fair market value of said property and assets. During this period, the Manager shall continue to operate the Company, and all of the provisions of this Operating Agreement shall remain in effect. The Manager shall notify all known creditors and claimants of the dissolution of the Company in accordance with the provisions of the Act.

15.3 Final Distribution. The proceeds from the liquidation of the Company shall be distributed as follows:

15.3.1 First, to creditors, including Members who are creditors, until all of the Company's debts and liabilities are paid and discharged (or provisions are made for payment thereof); and

15.3.2 The balance, if any, to the Members, in proportion to their Percentage Interests as of the date of such distribution, after giving effect to all contributions, distributions, and allocations for all periods.

15.4 Distributions in Kind. In connection with the termination and liquidation of the Company, the Manager shall attempt to sell all of the Company property and assets. To the extent that property or assets are not sold, each Member will receive his or her Percentage Interest of any distribution in kind. Any property or assets distributed in kind upon liquidation of the Company shall be valued on the basis of an independent appraisal or by majority agreement of the Members, and treated as though the property or assets were sold and the cash proceeds distributed.

15.5 No Recourse Against Other Members. The Members shall look solely to the assets of the Company for the return of their investment, and, if the property remaining after the payment or discharge of the debts and liabilities of the

Company is insufficient to return such investment, no Member shall have any recourse against any other Member.

15.6 Deficit Capital Accounts. Notwithstanding anything to the contrary contained in this Operating Agreement, and notwithstanding any custom or rule of law to the contrary, any Member with a deficit in the Member's Capital Account shall not be obligated to contribute such amount to the Company to bring the balance of such Member's Capital Account to zero.

15.7 Articles of Dissolution. On completion of the distribution of Company property and assets as provided herein, the Company is terminated, and the Members (or such other person or persons as the Act may require or permit) shall file articles of dissolution with the appropriate state agency, cancel any other filings made pursuant to the Act, and take such other actions as may be necessary to terminate the Company.

16. GENERAL PROVISIONS.

16.1 Compliance with Act. The Members and the Manager agree not to take any action or fail to take any action which, considered alone or in the aggregate with other actions or events, would result in the termination of the Company under the Act.

16.2 Lawful Purpose. When used throughout this Operating Agreement, the term "lawful purpose" and any similar phrase shall mean any purpose allowed for under the laws of the State of Alaska, irrespective of issues related to federal law or the laws of any other state.

16.3 Additional Actions and Documents. The Members and the Manager agree to take or cause to be taken such further actions, to execute, acknowledge, deliver, and file, or cause to be executed, acknowledged, delivered, and filed, such further documents and instruments, and to use best efforts to obtain such consents, as may be necessary or as may be reasonably requested to fully effectuate the purposes, terms, and conditions of this Operating Agreement, whether before, at, or after the closing of the transactions contemplated by this Operating Agreement.

16.4 Notices. Any notice hereunder to any Member or the Manager shall be in writing and shall be effective when actually delivered at the address found on Exhibit A or at such other address as they may have designated by written notice received by the other parties to this Operating Agreement.

16.5 Severability. If a court of competent jurisdiction finds any provision of this Operating Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity. However, if the

offending provision cannot be so modified, it shall be stricken and all other provisions of this Operating Agreement in all other respects shall remain valid and enforceable.

16.6 Survival. It is the express intention and agreement of the Members that all covenants, agreements, statements, representations, warranties, and indemnities made in this Operating Agreement shall survive the execution and delivery of this Operating Agreement.

16.7 Waiver. No delay on the part of a Member or the Manager in the exercise of any right, power, or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude other or further exercise of any other right, power, or remedy.

16.8 Amendments. This Agreement may be amended by a unanimous vote of the Members. No amendment, or waiver of, or consent with respect to, any provision of this Operating Agreement shall be effective unless it shall be in writing and signed and delivered by the Members. The rights and remedies herein expressly provided are cumulative and not exclusive of any other rights or remedies which a Member or the Company would otherwise have at law or in equity or otherwise.

16.9 Computations. When any calculation or other accounting computation is to be made for the purpose of this Operating Agreement, that calculation, to the extent applicable and except as otherwise specified in this Operating Agreement, shall be made in accordance with GAAP in effect at the time.

16.10 Binding Effect. Subject to any provisions hereof restricting assignment, this Operating Agreement shall be binding upon and shall inure to the benefit of the Members and their respective successors and assigns.

16.11 Limitation on Benefits of this Operating Agreement. Subject to Section 11, it is the explicit intention of the Members that no person other than the Members and the Company is or shall be entitled to bring any action to enforce any provision of this Operating Agreement against any Member or the Company, and that the covenants, undertakings, and agreements set forth in this Operating Agreement shall be solely for the benefit of, and shall be enforceable only by, the Members (or their respective successors and assigns as permitted hereunder) and the Company.

16.12 Captions. Section captions used in this Operating Agreement are for convenience only and shall not affect the construction of this Operating Agreement.

16.13 Governing Law. This Operating Agreement is a contract made under and governed by the laws of the State of Alaska. All obligations and rights of the parties stated herein shall be in addition to, and not in limitation of, those provided by applicable law.

16.14 Dispute Resolution. In the event of a dispute arising out of or in connection with this Operating Agreement, the Members will attempt to resolve the

dispute through friendly consultation. If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Alaska. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Alaska. If the parties cannot agree upon an arbitrator within thirty (30) days of a request for arbitration, then any Member may contact the American Arbitration Association to initiate the proceedings, including for the selection of arbitrators.

16.15 Integration. This Operating Agreement (including the Exhibits hereto) and the Articles of Organization represent the entire agreement between the Members with respect to the transactions contemplated herein, and supersede all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein.

16.16 Counterparts. This Operating Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this Operating Agreement to form one document.

16.17 Strict Construction. It is the intent of the Members upon execution hereof that this Operating Agreement shall be deemed to have been prepared by all of the parties to this Operating Agreement, to the end that no Member shall be entitled to the benefit of any favorable interpretation or construction of any term or provision hereof under any rule or law.

16.18 Legal Representation. The Members acknowledge (i) that Birch Horton Bittner & Cherot (the "Firm") has not represented any individual Member in connection with the drafting of this Operating Agreement and the Firm only represents Good Vibes LLC and no other parties with respect to this Operating Agreement; and (ii) all of the parties to this agreement have been advised to, and have been provided with the opportunity to, seek the advice of their own independent legal and tax counsel with respect to the terms of this Operating Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Members have executed this Operating Agreement, effective as of the date first set forth above.



Brian Glasheen, Member



Alexander Wasierski, Member

EXHIBIT "A"

INITIAL CAPITAL CONTRIBUTIONS OF MEMBERS

NAME	PERCENTAGE	MAILING ADDRESS E-MAIL ADDRESS	CAPITAL CONTRIBUTION / FORM OF CONTRIBUTION
Brian Glasheen	50%	1834 Buccaneer Place Anchorage, AK 99501 asbpg2@gmail.com	Cash, In-Kind Services
Alexander Wasierski	50%	PO Box 573 Bethel, AK 99559 awasierski@gmail.com	Cash, In-Kind Services



THE STATE
of ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: corporations.alaska.gov

Date Filed: 03/06/2021
State of Alaska, DCCED

FOR DIVISION USE ONLY

Domestic Limited Liability Company

Initial Biennial Report

Entity Name: Good Vibes LLC

Entity Number: 10163025

Home Country: UNITED STATES

Home State/Prov.: ALASKA

Physical Address: 1834 BUCCANEER PLACE,
ANCHORAGE, AK 99501

Mailing Address: 1834 BUCCANEER PLACE,
ANCHORAGE, AK 99501

Registered Agent information cannot be changed on this form. Per Alaska Statutes, to update or change the Registered Agent information this entity must submit the Statement of Change form for this entity type along with its filing fee.

Name: Brian Glasheen

Physical Address: 1834 BUCCANEER PLACE,
ANCHORAGE, AK 99501

Mailing Address: 1834 BUCCANEER PLACE,
ANCHORAGE, AK 99501

Officials: The following is a complete list of officials who will be on record as a result of this filing.

- **Provide all officials and required information. Use only the titles provided.**
- **Mandatory Members:** this entity must have at least one (1) Member. A Member must own a %. In addition, this entity must provide all Members who own 5% or more of the entity. A Member may be an individual or another entity.
- **Manager:** If the entity is manager managed (per its articles or amendment) then there must be at least (1) Manager provided. A Manager may be a Member if the Manager also owns a % of the entity.

Full Legal Name	Complete Mailing Address	% Owned	Member
Alexander Wasierski	PO Box 573, Bethel, AK 99559	50	X
Brian Glasheen, JR	1834 Buccaneer Place, Anchorage, AK 99501	50	X

If necessary, attach a list of additional officers on a separate 8.5 X 11 sheet of paper.

NAICS Code: 453998 - ALL OTHER MISCELLANEOUS STORE RETAILERS (EXCEPT TOBACCO STORES)

New NAICS Code (optional):

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

Name: Brian Glasheen

AMCO

OCT - 4 2021



THE STATE
of ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: corporations.alaska.gov

Date Filed: 03/06/2021
State of Alaska, DCCED

FOR DIVISION USE ONLY

Articles of Organization
Domestic Limited Liability Company

Web-5/8/2021 11:56:43 AM

1 - Entity Name

Legal Name: Good Vibes LLC

2 - Purpose

Legal cannabis retail store

3 - NAICS Code

453998 - ALL OTHER MISCELLANEOUS STORE RETAILERS (EXCEPT TOBACCO STORES)

4 - Registered Agent

Name: Brian Glasheen, JR

Mailing Address: 1834 Buccaneer Place, Anchorage, AK 99501

Physical Address: 1834 Buccaneer Place, Anchorage, AK 99501

5 - Entity Addresses

Mailing Address: 1834 Buccaneer Place, Anchorage, AK 99501

Physical Address: 1834 Buccaneer Place, Anchorage, AK 99501

6 - Management

The limited liability company is managed by its members.

7 - Officials

Name	Address	% Owned	Titles
Brian Glasheen, JR			Organizer

Name of person completing this online application

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

Name: Brian Glasheen

AMCO

OCT - 4 2021

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing

PO Box 110806, Juneau, AK 99811-0806

This is to certify that

Good Vibes Bethel

1834 Buccaneer Pl, Anchorage, AK 99501

owned by

Good Vibes LLC

is licensed by the department to conduct business for the period

July 29, 2021 to December 31, 2022
for the following line(s) of business:

42 - Trade

AMCO
OCT - 4 2021



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

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

Julie Anderson
Commissioner



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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.

Licensee:	Good Vibes LLC	License Number:	30563		
License Type:	Retail Marijuana Store				
Doing Business As:	Good Vibes Bethel				
Premises Address:	323 Chief Eddie Hoffman Hwy				
City:	Bethel	State:	AK	ZIP:	99559

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Alex Wasierski
Title:	Member

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?



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:

Initials

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.

AW

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

AW

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

AW

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.

AW

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.

AW

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.

AW

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).

AW

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

AW

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.

AW

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.

AW

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.

AW



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:

Initials

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:

Initials

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.

Alex Wasierski
Signature of licensee

Alex Wasierski
Printed name of licensee



C. Kuhlmann
Notary Public in and for the State of Alaska

My commission expires: 08/10/2025

Subscribed and sworn to before me this 1st day of October, 2021.



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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.

Licensee:	Good Vibes LLC	License Number:	30563		
License Type:	Retail Marijuana Store				
Doing Business As:	Good Vibes Bethel				
Premises Address:	323 Chief Eddie Hoffman Hwy				
City:	Bethel	State:	AK	ZIP:	99559

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Brian Glasheen
Title:	Member

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?



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:

Initials

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.

BZG

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

BZG

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

BZG

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.

BZG

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.

BZG

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.

BZG

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).

BZG

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

BZG

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.

BZG

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.

BZG

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.

BZG



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:

Initials

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:

Initials

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



Notary Public in and for the State of Alaska

Brian Glasheen

Printed name of licensee

My commission expires: 08/10/2025

Subscribed and sworn to before me this 1st day of October, 2021.



City of Bethel

Administration

P.O. Box 1388 Bethel, Alaska 99559

Phone # 907-543-1371

Fax # 907-543-4171

March 9, 2022

Bethel City Council
P.O. Box 1388
300 state highway
Bethel, AK 99559

Mayor, Vice-Mayor, Members of City Council;

In the matter of granting UnCommon Pizza, a Restaurant Eating Place located in Bethel, AK 99559; Lic.#UCP49, 401 Street, Bethel, Alaska:

Bethel Municipal Code (BMC) 5.08.020(d) requires the City Manager to provide a report to the City Council.

According to BMC 5.08.020(c) City Planner, City Finance Director, City Fire Chief, and Police chief shall forward written statements to the City Manager outlining their findings:

- a) Finance Director- UnCommon Pizza has not obtained a state or city business license. They have not opened for business. They have not submitted any sales tax or opened an account for utility services.
- b) Planning Director- This locations' CUP, with conditions, was approved on September 9, 2021, for 401 Chief Eddie Hoffman Highway. The conditions at the time called out for adequate exterior parking spaces for twenty-six cars and two driveways, which are scheduled to be installed. They have to obtain a DOT permit for their driveway.
- c) Police Chief- There were eight calls for service to the area of 401Chief Eddie Hoffman Highway. One call was for 401 chief Edie Hoffman Highway. The rest of the calls were in the general area of this address.
- d) Fire Chief- There were 30 calls for service near this location, at 401 Chief Eddie Hoffman Highway, in the last 12 months. These took place on Front St. between Main St. and Oscar Way.

There were no calls to this address specifically.

City Manager Concerns-

That access to and from the property onto CEHH is adequately addressed.

.

Peter Williams
City Manager
City of Bethel



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

February 17, 2022

City of Bethel

VIA Email: istrickler@cityofbethel.net; cityclerk@cityofbethel.net

License Type:	Restaurant/Eating Place	License Number:	6027
Licensee:	UCP49 LLC		
Doing Business As:	UnCommon Pizza		
Premises Address:	401 Chief Eddie Hoffman Highway		

☒ **New Application**

☐ **Transfer of Location Application**

☐ **Transfer of Ownership 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,

Glen Klinkhart, 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.

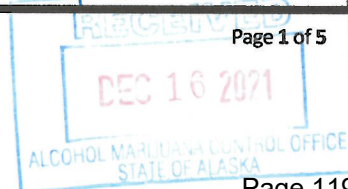
Licensee:	UCP49, LLC				
License Type:	Restaurant Eating Place	Statutory Reference:	04.11.100		
Doing Business As:	UnCommon Pizza				
Premises Address:	401 Chief Eddie Hoffman Highway				
City:	Bethel	State:	AK	ZIP: 99559	
Local Governing Body:	City of Bethel				
Community Council:	N/A				

Mailing Address:	6070 Main Street			
City:	East Petersburg	State:	PA	ZIP: 17520

Designated Licensee:	Grant Keener		
Contact Phone:	(217) 840-9059	Business Phone:	(217) 840-9059
Contact Email:	grantwkeener@gmail.com		

Seasonal License? ☐ Yes ☒ No If "Yes", write your six-month operating period: _____

OFFICE USE ONLY			
Complete Date:	2-17-22	License Years:	License #: 6027
Board Meeting Date:	4-12-22	Transaction #:	100319294
Issue Date:		BRE:	KPS





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.

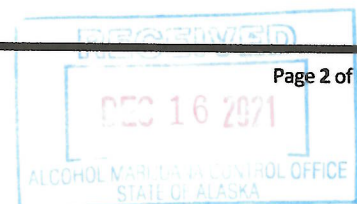
The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	





Alaska Alcoholic Beverage Control Board

Form AB-00: New License Application

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

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**.

Entity Official:	Grant Keener			
Title(s):	Member, Manager	Phone:	(217) 840-9059	% Owned: 10
Address:	6070 Main Street			
City:	East Petersburg	State:	PA	ZIP: 17520

Entity Official:	Kissel Hill Pizza, LLC			
Title(s):	Member	Phone:	(217) 840-9059	% Owned: 60
Address:	616 Paxton Place Ste. 104			
City:	Lititz	State:	PA	ZIP: 17543

Entity Official:	Aaron Hostetter			
Title(s):	Member	Phone:	217-714-5838	% Owned: 10
Address:	206 Akiak Dr.			
City:	Bethel	State:	AK	ZIP: 99559

Entity Official:	Alex Waslerski			
Title(s):	Member	Phone:	907 545 3499	% Owned: 10
Address:	P.O. Box 573, 841 C 5th Ave.			
City:	Bethel	State:	AK	ZIP: 99559

Attachment to AB01 Transfer Application
Official Section #5

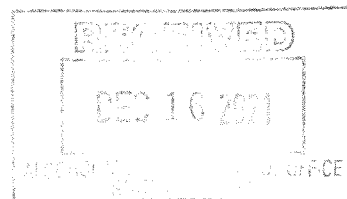
Entity Official: AMW Construction, Inc.

Title(s): Member

Address: P.O. Box 573, Bethel, Alaska 99559

Phone: 907-543-4443

% Owned: 10%





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

Alaska Alcoholic Beverage Control Board

Form AB-00: New License Application

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 #:	10129961	AK Formed Date:	4/17/2020	Home State:	AK
Registered Agent:	Aaron Hostepler		Agent's Phone:	217 714 5838	
Agent's Mailing Address:	206 AKIAK DR				
City:	Bethel	State:	AK	ZIP:	99559

Residency of Agent:

Yes No

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

☒ ☐

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?

☐ ☒

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:

Yes No

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

☒ ☐

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

The Law Firm of Ernouf & Coffey, P.C. is assisting with the license application process.



Alaska Alcoholic Beverage Control Board

Form AB-00: New License Application

Section 7 – Certifications

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

Initials

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

CK

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

CK

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.

CK

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.

CK

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

CK

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.

Grant Keener

Signature of licensee

Grant Keener

Printed name of licensee

Jacquelyn R. Strybos

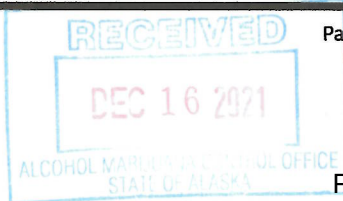
Signature of Notary Public

Notary Public in and for the State of Pennsylvania

My commission expires: June 3, 2025

Subscribed and sworn to before me this 30 day of November, 2021

Commonwealth of Pennsylvania - Notary Seal
Jacquelyn R. Strybos, Notary Public
Lancaster County
My commission expires June 3, 2025
Commission number 1393617
Member, Pennsylvania Association of Notaries





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.

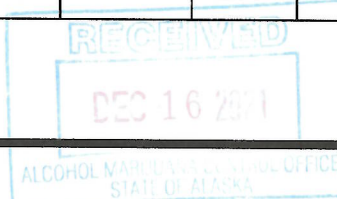
Yes No

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

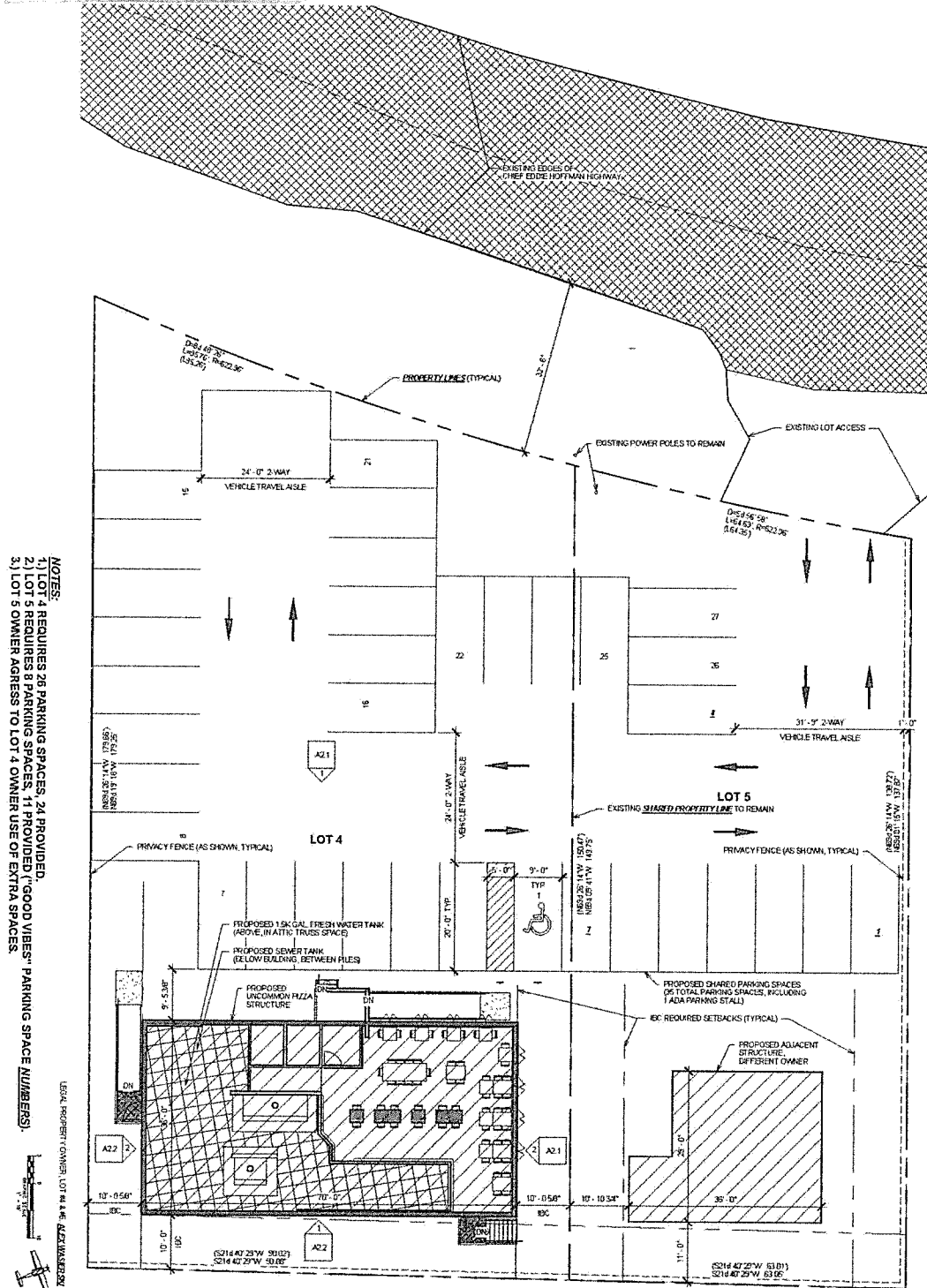
**Section 1 – Establishment Information**

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

Licensee:	UCP49, LLC	License Number:	
License Type:	Restaurant Eating Place		
Doing Business As:	UnCommon Pizza		
Premises Address:	401 Chief Eddie Hoffman Highway		
City:	Bethel	State:	AK
		ZIP:	99559



RECEIVED
DEC 16 2021
SITING



- NOTES:
- 1) LOT 4 REQUIRES 26 PARKING SPACES, 24 PROVIDED.
 - 2) LOT 5 REQUIRES 8 PARKING SPACES, 11 PROVIDED ("GOOD VIBES" PARKING SPACE NUMBERS).
 - 3) LOT 5 OWNER AGREES TO LOT 4 OWNER USE OF EXTRA SPACES.

LOCAL PROPERTY OWNER, LOT #4 & 5, 65% SUBMITTAL

1) CONCEPTUAL SITE PLAN
1" = 10'-0"

CC1.0

65% SUBMITTAL
CONCEPTUAL SITE PLAN

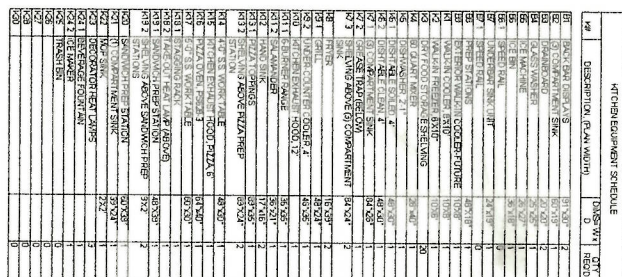
UNCOMMON PIZZA
401 Chief Eddie Hoffman Hwy, Bethel, Alaska

PROHDE ARCHITECTS
Architects
13425 Old Glenn Hwy, Suite 201, Eagle River, AK 99577
PH: 907.769-2940
RPH@PROHDEARCHITECTS.COM

Planning
Design Build
CDD: ALB. #16-02790

REV.	REVISION	DATE

Chief Eddie Hoffman way



ROOM SCHEDULE						
Number	Name	Area	Level	Fest Finish	Est. Price	Change Order
1	ACCT. ENTRY	42.59	1st floor			
2	ACCT. REAR	12.59	1st floor			
3	ACCT. ROOM	42.59	1st floor			
4	ACCT. HALL	12.59	1st floor			
5	ACCT. HALL	46.59	1st floor			
6	ACCT. HALL	46.59	1st floor			
7	ACCT. HALL	46.59	1st floor			
8	ACCT. HALL	46.59	1st floor			
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98	ACCT. HALL	46.59	1st floor			
99	ACCT. HALL	46.59	1st floor			
100	ACCT. HALL	46.59	1st floor			

ROOM SCHEDULE

RECEIVED
DEC 16 2021
ALCOHOL MARITIME CONTROL OFFICE
STATE OF ALASKA

65% SUBMITTAL

SHEET NO. **A1.1**

UNCOMMON PIZZA
401 Chief Eddie Hoffman Hwy, Bethel, Alaska


ROHDE ARCHITECTS

11925 Old Glenn Hwy., Suite 201, Eagle River, AK 99577
ph. (907) 686-2960

APR 06 1984		APR 06 1984	
REV.	REVISION	DATE	BY



Alaska Alcoholic Beverage Control Board

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 menu or expected menu listing the meals, including entrees prepared onsite and offered to patrons, and copy of the DEC Food Service Permit (or corresponding DHHS documentation for licenses located in the Municipality of Anchorage) 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.

Licensee:	UCP49, LLC				
License Type:	Restaurant Eating Place	License Number:			
Doing Business As:	UnCommon Pizza				
Premises Address:	401 Chief Eddie Hoffman Highway				
City:	Bethel	State:	AK	ZIP:	99559
Contact Name:	Grant Kenner	Contact Phone:	(217) 840-9059		

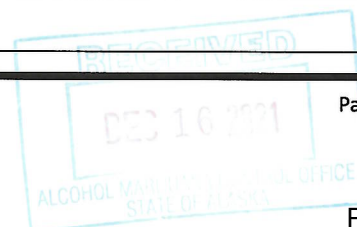
Section 2 – Type of Designation Requested

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	
Transaction #:	100319294
Initials:	





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

Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 3 – Minor Access

Review AS 04.16.049(a)(2); AS 04.16.049(a)(3); AS 04.16.049(c)

List where within the premises minors are anticipated to have access in the course of either dining or employment as designated in Section 2. (Example: Minors will only be allowed in the dining area. OR Minors will only be employed and present in the Kitchen.)

Minor customers will only be permitted in the dining area, and restroom areas, unless accompanied by a parent or guardian over the age of 21.

Minor employees will only be permitted in the dining area, kitchen area, and restroom areas.

Describe the policies, practices and procedures that will be in place to ensure that minors do not gain access to alcohol while dining or employed at your premises.

Storage: All alcohol will be locked in secure storage. This will only be accessible by the restaurant owners, general manager and bar tender. Each of these individuals will be at least 21 years old and will hold on their persons a current TAP or eTIP card verifying that they have been trained to control the distribution and service of alcoholic beverages in Alaska.

Access/Service: There will be no alcohol sales or delivery outside the building walls. Dining guests must walk in and out the same door, which controls the transfer of alcohol. An owner or manager is always on site and monitors the consumption of alcohol.

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

Yes No



Section 4 – DEC Food Service Permit

Per 3 AAC 304.910 for an establishment to qualify as a Bona Fide Restaurant, a Food Service Permit or (for licenses within the Municipality of Anchorage) corresponding Department of Health and Human Services documentation is required.

Please follow this link to the DEC Food Safety Website: <http://dec.alaska.gov/eh/fss/food/>

Please follow this link to the Municipality Food Safety Website:

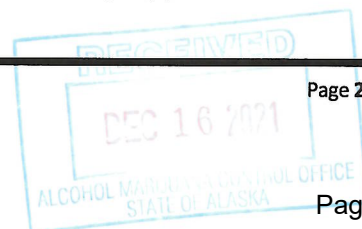
<http://www.muni.org/Departments/health/Admin/environment/FSS/Pages/fssfood.aspx>

IF you are unable to certify the below statement, please discuss the matter with the AMCO office:

Initials

I have attached a copy of the current food service permit for this premises OR the plan review approval.

**Please note, if a plan review approval is submitted, a final permit will be required before finalization of any permit or license application.*





Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 5 – Hours of Operation

Review AS 04.16.010(c).

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

Sunday-Thursday, 11:00 AM - 1:00 AM*

Friday and Saturday, 11:00 AM - 2:00 AM*

New Year's Eve, 11:00 AM - 3:00 AM (per Section 5.08.080 of the Bethel Municipal Code)*

*These are maximum potential hours of operation. It is likely that the restaurant will close earlier.

Section 6 – Entertainment & Service

Review AS 04.11.100(g)(2)

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

Yes

No



If "Yes", describe the entertainment offered or available and the hours in which the entertainment may occur:

Not at this time, but we may decide to do trivia or the occasional musician, but not on a regular basis.

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:





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

Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 7 – Certifications and Approvals

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

Initials

There are tables or counters at my establishment for consuming food in a dining area on the premises.

[Handwritten initials]

I have included with this form a menu, or an expected menu, listing the meals to be offered to patrons.
This menu includes entrees that are regularly sold and prepared by the licensee at the licensed premises.

[Handwritten initials]

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.

[Handwritten initials]

I have included with this application a copy of the most recent AB-02 or AB-14 for the premises to be permitted.
(AB-03 applications that accompany a new or transfer license application will
not be required to submit an additional copy of their premises diagram.)

[Handwritten initials]

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

Grant Keener

Printed name of licensee

Signature of Notary Public

Notary Public in and for the State of Pennsylvania

My commission expires: June 3, 2025

Subscribed and sworn to before me this 30 day of November, 20 21.

Commonwealth of Pennsylvania - Notary Seal
Jacquelyn R. Strybos, Notary Public
Lancaster County
My commission expires June 3, 2025
Commission number 1398617
Member, Pennsylvania Association of Notaries

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

Approved

Denied

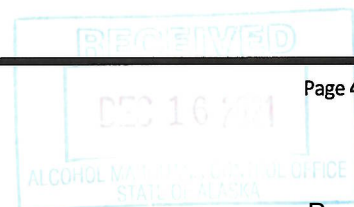
☐☐

Signature of local government official

Date

Printed name of local government official

Title





Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

alcohol.licensing@alaska.gov

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

Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

AMCO Enforcement Review:

Enforcement Recommendation:

Approve

Deny

☐☐

Signature of AMCO Enforcement Supervisor

Printed name of AMCO Enforcement Supervisor

Date

Enforcement Recommendations:

AMCO Director Review:

Approved

Denied

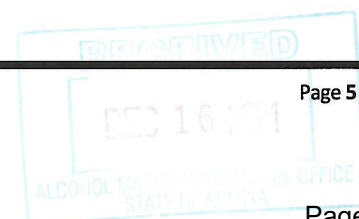
☐☐

Signature of AMCO Director

Printed name of AMCO Director

Date

Limitations:



Appetizers

All served with choice of dipping sauce

Mini Garden Salad	\$3.29
Mixed greens, roma tomatoes, red onions, and shredded carrots	
Breadsticks	
4 pcs.	\$4.49
8 pcs.	\$7.49
choice of size and topping	
Garlic Bread	
4 pcs.	\$3.99
*Cheese	\$3.99
8 pcs.	\$5.49
*Cheese	\$5.49
Cheesy Nachos	\$7.99
Corn tortilla chips topped with a combination of mozzarella and cheddar cheese, served with sour cream and salsa on the side	
Loaded Nachos	\$10.79
Corn tortilla chips topped with chopped chicken, bacon, jalapenos, black olives, mozzarella and cheddar cheese, served with sour cream and salsa on the side	
French Fries	\$4.49
Our original french fries are cooked in mozzarella and cheddar cheese with bacon on top	
Loaded Cheese Fries	\$8.99
Onion Rings	\$4.49
Mozzarella Sticks	\$4.99
5 pcs.	\$4.99
10 pcs.	\$8.99
Jalapeno Poppers	\$4.99
5 pcs.	\$4.99
10 pcs.	\$8.99
Fried Pickle	\$2.99
3 pcs.	\$2.99
Garlic Knots	\$3.99
8 pcs.	\$3.99
3 pcs.	\$4.99
Chicken Tenders	\$8.99
6 pcs.	\$8.99
*Mild or Hot Buffalo Sauce	+\$0.50
Breaded Shrimp	\$8.99
8 pcs.	+\$0.50
*Mild or Hot Buffalo Sauce	+\$0.50
UnCommon Sampler	\$9.99
Your choice of any 3 of the listed appetizers above and 2 dipping sauces	

Dipping Sauces

Pizza Sauce | Homemade Ranch | BBQ | Homemade Blue Cheese
Homemade Honey Mustard | Garlic Butter | Cheese Sauce
Ketchup | Sour Cream | Salsa | Cocktail Sauce

Wings

Toasted in your choice of:
BBQ | Spicy BBQ | Mild Buffalo
Hot Buffalo | Old Bay®
Honey | Mild Garlic Parmesan
Hot Garlic Parmesan

Served with celery and 1 dipping
sauce per 10 wings ordered

5 pcs.	\$5.99
10 pcs.	\$9.99
20 pcs.	\$18.99
30 pcs.	\$27.99
40 pcs.	\$36.99
50 pcs.	\$45.99
60 pcs.	\$54.99
70 pcs.	\$63.99
80 pcs.	\$72.99
90 pcs.	\$81.99
100 pcs.	\$89.99
Boneless	\$5.99
5 pcs.	\$9.99
10 pcs.	\$18.99

Pizza

We proudly make everything, including our single slices, with fresh ingredients, to your specific preferences.

Build Your Own

Made fresh to order with your choice of size and toppings

Toppings

Extra Cheese | Feta Cheese | Pepperoni | Sausage | Bacon | Beef | Broccoli
Chicken | Salmon | Ham | Meatballs | Onions | Philly Beef | Philly Chicken
Pineapple | Anchovies | Roma tomatoes | Fresh Mushrooms | Green Peppers
Banana Pepper Rings | Jalapeno Peppers

SPECIALTIES

BBQ Chicken

BBQ sauce, sliced chicken, cheddar cheese, and onion

Garlic

Garlic butter sauce & choice of 2 toppings

Buffalo Chicken

Ran cheese dressing & buffalo chicken tenders

Ranch

Homemade ranch dressing and choice of 2 toppings

Hawaiian

Ham, bacon, and pineapple

Vegetable Garden

Onion, green pepper, roma tomatoes, fresh mushrooms, and black olives

Spaghetti

Marinara sauce, spaghetti, and pizza cheese blend

Smokehouse Special

Pepperoni, ham, beef, sausage, and bacon

Pepperoni Plus

Double pepperoni and extra pizza cheese blend

Supreme

Pepperoni, sausage, onion, green pepper, and fresh mushrooms

Super Supreme

Pepperoni, ham, beef, bacon, sausage, onion, green pepper, fresh mushrooms, black olives, and extra pizza cheese blend

Taco

Salsa, taco beef, mozzarella and cheddar cheese, lettuce, and tomatoes

Breakfast

Garlic butter base with scrambled eggs, mozzarella, and cheddar cheese. Add any of the toppings from the list above.

Make it...

A Calzone

Our homemade pizza dough stuffed with meat, cheddar, and mozzarella cheeses, pizza sauce, and your choice of 3 toppings

10" 14"

a Flatbread

Gluten Free (10" pizzas only)

\$10.59 \$11.99

Sandwiches

All sandwiches are toasted and served as described below unless otherwise specified.

*Side of fries, onion rings, cup of soup, or side salad

Ham	sm \$5.79 / lg \$8.79
Ham and provolone cheese	
Turkey	\$5.99 / \$8.79
Turkey and provolone cheese	
Italian	\$5.99 / \$8.79
Capicola, salami, pepperoni, and provolone cheese	
Chicken Parmesan	\$6.49 / \$8.99
Chicken tenders, marinara sauce, provolone and pizza cheese	
Club	\$5.99 / \$8.79
Ham, turkey, bacon, and provolone cheese	
Pizza	\$5.79 / \$8.79
Pepperoni, pizza sauce, provolone cheese, and choice of 2 toppings	
American	\$5.49 / \$7.99
Ham, salami, American cheese, lettuce, tomato, and onion	
Meatball	\$6.49 / \$8.99
Meatballs, marinara sauce, and provolone cheese	
Sausage	\$6.49 / \$8.99
Onions, green peppers, sausage, provolone, and marinara	
Cheese	\$3.49 / \$8.99
American and provolone cheeses	
Grilled Chicken	\$6.49 / \$8.99
Grilled chicken and provolone cheeses	
Cheeseburger	\$6.49 / \$8.99
Hamburger patties, American cheese, *Bacon	\$0.50
lettuce, tomato, and onion	Large + Bacon \$1.00
Buffalo Chicken	\$6.49 / \$8.99
Chicken tenders tossed in buffalo sauce, provolone, blue cheese, lettuce and tomatoes	
Chicken, Bacon, Ranch Pita	\$6.49
With lettuce and tomatoes	
Philly Cheesesteak	\$6.99 / \$9.99
Philly-style beef, marinara sauce, pizza cheese blend, green peppers, fresh mushrooms, and onions	
Cal Cheesesteak	\$6.99 / \$9.99
Philly-style beef, American cheese, marinara sauce, lettuce, tomato, and onions	
Cal Cheesesteak	\$6.99 / \$9.99
Philly-style chicken, American cheese, marinara sauce, lettuce, tomato, and onions	
BBQ Chicken Cheesesteak	\$6.99 / \$9.99
Philly-style chicken, BBQ sauce, cheddar cheese, and onions	
Buffalo Chicken Cheesesteak	\$6.99 / \$9.99
Philly-style chicken, provolone, buffalo sauce, and blue cheese dressing	
Beef Tip	\$7.99 / \$10.99
Fresh beef tips sautéed with mushrooms, onions, marinara, and provolone cheese	

Extras

Lettuce | Tomatoes | Onion | Pickles | Black Olives
Green Peppers | Jalapenos | Banana Pepper Rings
Sweet Peppers | Oil | Vinegar | Mayonnaise | Mustard

Platters

Served with mini garden salad and side of fries

Chicken Tenders (2 pcs.)	\$0.50
*Mild or Hot Buffalo Sauce	\$8.99
Breaded Shrimp (8 pcs.)	\$10.99

ALCOHOL BEVERAGE CONTROL OFFICE
STATE OF ALASKA

Soup

Ask about our the soup of the day!

Cup	\$3.29
Bowl	\$5.79

Salad

Any of our salads can be made with your favorite meat.

Grilled Chicken	\$2.50
Crispy Chicken	\$2.50
Grilled Steak Tips	\$3.00
Breaded Shrimp	\$3.50

Mini Garden Salad

Mixed greens, roma tomatoes, red onions, and shredded carrots

Garden Salad \$6.49

Mixed greens, roma tomatoes, red onions, and shredded carrots

Chef Salad \$8.79

Mixed greens, roma tomatoes, red onions, shredded carrots, ham, turkey, American cheese, provolone cheese, and croutons

Greek Salad \$8.79

Mixed greens, roma and sun-dried tomatoes, red onions, grilled chicken, shredded cheddar cheese, and croutons

Grilled Chicken Salad \$8.79

Mixed greens, roma, red onions, grilled chicken, shredded cheddar cheese, and croutons

Antipasto \$8.79

Mixed greens, roma tomatoes, red onions, black olives, banana pepper rings, fresh mushrooms, chopped artichoke hearts, salami, capicola, and provolone cheese

Caesar Salad \$6.79

Mixed greens, roma tomatoes, parmesan cheese, Caesar dressing, and croutons

Veggie Salad \$7.49

Mixed greens, roma tomatoes, red onions, carrots, green peppers, fresh mushrooms, and chopped broccoli

Steak Salad \$9.29

Mixed greens, roma tomatoes, red onions, grilled steak tips, shredded cheddar cheese, and croutons

Dressings

Salads include one dressing on the side
Homemade Ranch | Italian | French
Caesar | Homemade Bleu Cheese
Homemade Honey Mustard
Oil and Vinegar | Balsamic Vinaigrette



Pasta

Includes a mini garden salad and garlic bread.

Spaghetti with Marinara	\$7.99
Garlic Butter Pasta Fettuccine Alfredo	\$7.99
Vodka Penne	\$7.99

Add your favorite topping to any pasta dish!	
+Meatballs	\$2.50
+Fresh Mushrooms	\$1.25
+Meatballs & Fresh Mushrooms	\$2.80
+Sausage	\$3.00

Platters

Served with mini garden salad and side of fries

+ Mild or Hot Buffalo Sauce	\$0.50
Chicken Tenders (3 pcs.)	\$8.99
Breaded Shrimp (8 pcs.)	\$11.99

Desserts

Local, Homemade Ice Cream \$2.49

Ask your server about today's selections

Powdered Sugar Puffs \$4.99

Served with icing

Cinnamon Sugar Puffs \$4.99

Served with icing

Drinks

Soft Drinks (for dine-in or carry out, free refills)

Coke | Diet Coke | Sprite | Rootbeer | Mr. Pibb | Lemonade

Gold Peak Teas (for dine-in or carry out, free refills)

Green | Raspberry | Sweetened | Unsweetened

Also Available

Coffee (Regular or Decaffeinated) | Milk | Chocolate Milk

Apple Juice | Coke Zero | Mello Yello | Powerade | Bottled Water

*Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness.

Specials

Lunch Specials

Monday - Friday 11am-2pm (dine-in only)

#1 2 Slices & Fountain Drink	\$4.99
+Toppings extra	
#2 Small Sub & Fountain Drink	\$5.99
+Excludes Cheesesteaks	
#3 \$1.50 off Any Large Salad	
#4 "Pick Two" & Fountain Drink	\$4.99
Pick 2: Garlic Bread Side Salad Slice of Pizza Cup of Soup	
#5 \$2 off a Platter	
Breaded Shrimp or Chicken Tenders	

Daily Specials

(dine-in only)

MONDAY

\$1 Cheese Slices 5pm - Close

TUESDAY

1/2 off Appetizers | \$6.99 Wings 5pm - Close

WEDNESDAY

Hump Day Happy Hour 5pm - Close

\$2 Domestic Bottles* | \$3.50 House Wine

*Yuengling Lager, Coors Light, Miller Lite, Rolling Rock, Bud Light

THURSDAY

\$6.99 Pasta* 5pm - Close | \$2.50 Well Drinks 7pm - Close

*All Pasta (includes mini garden salad and garlic bread)

+Mushrooms/Meatballs extra

FRIDAY

UnCommon Happy Hour

\$1.75 Draft Beer* 5pm - Close | \$1 Cheese Slices 10pm - Midnight

*Yuengling Lager, Miller Lite

SATURDAY

\$2 Draft Beer | \$6.99 Wings All Day

\$1 Cheese Slices 10pm - Midnight

SUNDAY

\$8 Miller Lite & Yuengling Lager Pitchers All Day

UNCOMMON PIZZA

Established 2007

UnCommonly Fresh & Friendly



facebook.com/UnCommon Pizza



uncommonpizza.com

616 Paxton Pl. Lititz, PA 17543 | 717-569-0906

Mon-Thru 11am-10pm

Fri-Sat: 11am-1am (Kitchen Closes at 12am)

Sun: 11am-9pm

6-Packs To Go!

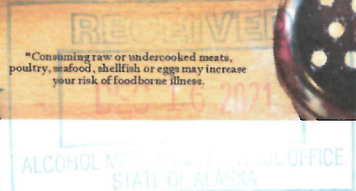
6-Packs of Beer Available for Carry Out

We Sell Dough

10 in.	\$2
14 in.	\$4
16 in.	\$5



*Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness.



MEMO TO AMCO BOARD

LAW OFFICES OF ERNOUF & COFFEY, PC

PO Box 212314

ANCHORAGE, ALASKA 99521-2314

(907) 274-3385

TO: ALCOHOL BOARD STAFF
FROM: AMANDA SHAWCROSS
RE: NEW RESTAURANT EATING PLACE
DATE: 12/15/21

The purpose of this memo is to submit to you a completed application for a new restaurant eating place liquor license.

Please contact Grant Kenner at 217-840-9059 and he will give you credit card details over the phone for the necessary filing fees for this application.

The following documents are enclosed:

1. Pages 1-5 of the License Application.
2. Statement of Financial Interest.
3. Posting Affidavit.
4. Affidavit Publication
5. Diagram
6. Certificate, Articles and Operating Agreement for "UCP49, LLC"
7. Lease.
8. RDP, Menu, and a food permit has been applied for but will not be issued until construction is completed.
9. Fingerprints and AB08s X3.

If you have any questions in regards to this Memo or need any additional information, please call our offices directly at (907) 274-3385 or email ashawcross@eclawfirm.org. Thank you for your time and attention to this matter.



City of Bethel Action Memorandum

Action memorandum No.	22-08		
Date action introduced:	March 22, 2022	Introduced by:	Mayor Springer
Date action taken:		Approved	Denied
Confirmed by:			

Appointment of Committee and Commission Members for a term of three years.

Attachment(s): none

Amount of fiscal impact:		Account information:
x	No fiscal impact	

Community Parks and Recreation

Brian Jackson has applied for appointment: term expiration is December 31, 2024

City of Bethel Action Memorandum

Action memorandum No.	22-09		
Date action introduced:	March 22, 2022	Introduced by:	Peter Williams, City Manager
Date action taken:	March 22, 2022	Approved	Denied
Confirmed by:			

Action Title: Confirming Duane Wright as the Finance Director.

Attachment(s): Resume and summary of employment reference checks.

Department/Individual:	Initials:	Remarks:
Administration Peter Williams, City Manager		Concur with candidate selection
Human Resources Anny Cochrane, HR Director		Concur with candidate selection
Finance Xavier Mason, Deputy Finance Director		Concur with candidate selection

Account information:		Amount of fiscal impact:
10-53-501	Funds in City Budget (Salary)	\$140,000.00
10-51- 506	Funds in City Budget (Relocation)	\$10,000.00
10-51- 522	Funds in City Budget (Recruitment)	\$10,000.00

Summary Statement

The City of Bethel has been without a Finance Director since January 2021.

The position of Finance Director began recruitment in January 2021.

A candidate that met the qualifications has been selected and awaits confirmation by the City Council in accordance with Alaska Statutes 29.20.360

The most qualified candidate was Duane Wright. Duane has been issued a conditional offer of employment. The position is full-time, exempt, non-union represented and serves "at will". The expected start date is 01 April 2022. This position, per Bethel Municipal Code, is a management Range III position all provisions of Title 3 apply. The annual total compensation for this full-time position is \$140,000.00 per year. Funds allocated in Finance Department budget.

Relocation of up to \$10,000.00 that is reimbursed upon submission of invoice for expenses related to relocation of Duane Wright, household goods and a vehicle if desired. Funds allocated in Administration budget.

The City of Bethel will provide temporary interim housing and use of a company vehicle from 01 April 2022 through 31 April 2022 based on availability to locate and secure housing and relocate or purchase transportation. This amount will not exceed \$10,000.00. Funds allocated in the Administration budget.



CITY OF BETHEL

Post Office Box 1388

Bethel, Alaska 99559

Phone: 907-543-2047

07 March, 2022

Reference summary for Duane Wright

Following Finance Director interviews reference checks were conducted for Mr. Wright.

All of the individuals interviewed have known Mr. Wright for longer than 5 years.

When rating Mr. Wrights work the comments that were provided were:

- Competent, personable, easy to work with and does well on projects.
- Excellent.
- High, solid work.

When rating Mr. Wrights dependability the comments that were provided were:

- Absolutely
- Absolutely
- Very absolutely never worried about anything. Such a great worker that when I left I took him with me to another company that we were partners at.

When rating Mr. Wrights support to co-workers the comments that were provided were:

- Good partner on the team, no red lights at all.
- Really good with co-workers.
- Gets along with everyone. Peers, supervisors and above.

When rating Mr. Wrights strong points the comments that were provided were:

- Very capable with lots of moving pieces and the ability to lead multiple projects.
- Work ethic is very good. Always there and gets things done everyday.
- Deep knowledge of financial accounting and CPA systems. Great people skills. Warm communication.

When rating Mr. Wrights areas for improvement the comments that were provided were:

- Strong opinions, not afraid to spend more time to figure it out.
- None, sure he has flaws like everyone.
- None, Cant reflect on any.

When rating Mr. Wrights behaviors that affected job performance the comments that were provided were:

- None.
- None, Didn't ever hear any boss gossip.
- None.

Overall all the individuals interviewed gave an excellent review of Mr. Wright.

Anny Cochrane, HR Manager

3/7/2022

Date

11/19/21


Duane Wright

Accounting Manager - Credit Suite, Inc

Rathdrum, ID 83858

duanewright39_wm9@indeedemail.com

+1 503 957 2639

Mr. Wright has more than 30 years of consolidated experience in accounting, finance, taxation, project management, project costing and billing, ERP systems, developing and implementing major business processes. Specific industry environments include Construction, Industrial Manufacturing (Process & Discrete, ETO and Project Manufacturing). His cross functional business process experience includes: financial accounting systems, financial reporting, project accounting, human resources, payroll, order entry and supply chain organizations.

Mr. Wright has over 20 years of consulting experience. Mr. Wright also has extensive Oracle Applications experience with implementation of processes and procedures to achieve appropriate compliance with Sarbanes-Oxley, GAAP, FAS, IFRS, revenue recognition, regulatory (FERC) and localization requirements and tax compliance issues. Mr. Wright also has significant experience with SaaS (Cloud) based application solutions for ERP systems.

Willing to relocate: Anywhere

Work Experience

Accounting Manager

Credit Suite, Inc - Liberty Lake, WA

May 2019 to Present

Mr. Wright is the Financial Reporting and Accounting Manager for the company. Credit Suite is an internet consulting company. Establish budgets and manage accounting reporting of "actual to budget" for cost centers and overhead operations. Manage systems and staff for day to day accounting operations.

Licensed Financial Advisor & Mortgage Broker

Merrill Lynch & NYLIFE Securities - Spokane, WA

June 2017 to April 2019

Mr. Wright is licensed with SEC and FINRA as a Series 6, 7, 63 and 66 financial advisor. Mr. Wright also holds a license as a mortgage broker. Works with clients to develop, implement and manage wealth and financial plans.

Consultant, Solution Architect & Project Manager

Green & Wright, LLC - Portland, OR

July 2010 to May 2017

Mr. Wright provided consulting services to clients. Designed and implemented information systems for companies. Mr. Wright supported accounting and information systems already in place and provided clients with assistance in designing solutions to accounting issues and process workflows. Mr. Wright designed Governance, Reporting and Compliance (SOX) systems and implemented design requirements.

Senior Director - Consultant

IBM - Portland, OR

August 2006 to July 2010

Mr. Wright provided consulting services to clients. Designed and implemented information systems for companies. Mr. Wright supported accounting and information systems already in place and provided clients with assistance in designing solutions to accounting issues and process flows. Mr. Wright designed Governance, Reporting and Compliance (SOX) systems and implemented design requirements.

Senior Practice Director - Consultant

Oracle Corporation - Redwood Shores, CA

July 1995 to April 2006

Mr. Wright provided consulting services to clients. Designed and implemented information systems for companies. Mr. Wright supported accounting and information systems already in place and provided clients with assistance in designing solutions to accounting issues and process flows. Mr. Wright designed Governance, Reporting and Compliance (SOX) systems and implemented design requirements.

Director of Corporate Accounting Systems

CH2M Hill - Engineering & Construction - Denver, CO

June 1990 to July 1995

Mr. Wright was a Corporate Accounting Director (Project Costing and Billing as well as Financial Applications) for a large Professional Services (A&E) and Design Build firm with annual revenue in excess of \$2 billion. His responsibilities included managing and directing the corporate monthly, quarterly and annual accounting and reporting activities for the financial and project accounting systems. Managed external and internal audit processes for both certified (GAAP) and Defense Contract Audit Administration (DCAA) audit processes and requirements. Mr. Wright assisted and supported the quarterly and annual corporate tax preparation and all other tax compliance requirements (i.e. property tax reporting, sales and use tax compliance). Mr. Wright was a key member in the Oracle EBS selection process and implementation team. He was the subject matter expert and team lead for the Project Costing & Billing and Financial applications of the R10 implementation of Oracle EBS.

Education**BS in Business Administration & Accounting in Business Administration & Accounting**

Oregon State University

Accounting Licenses**Certified Public Accountant (CPA)**

Expires: June 2022

State: OR

Certified Fraud Examiner (CFE)

Expires: December 2022

State: TX

Skills

- Accounts Payable
- Accounts Receivable
- Excel
- Payroll
- accounting
- Quickbooks
- Outlook
- Budgeting
- Microsoft Excel
- credit
- Account Reconciliation
- NetSuite
- Supervising Experience
- Microsoft Word
- Customer Service
- GAAP
- Financial Report Writing
- SOX
- Journal Entries
- General Ledger Accounting
- Financial Analysis
- Internal Audits
- Forecasting
- Bank Reconciliation
- Microsoft Dynamics GP
- Auditing
- Financial Statement Preparation
- IFRS
- ERP Systems
- Tax Experience
- Computer Networking
- Sage
- Acquisitions
- SAP
- Financial Modeling
- Profit & Loss
- Hyperion
- Pricing

Certifications and Licenses

Certified Public Accountant (CPA)

June 2020

Certified Fraud Examiner (CFE)

Assessments

Management fit — Proficient

June 2020

Measures the traits that are important for success in management positions.

Full results: [Proficient](#)

Principles of accounting — Expert

February 2020

Preparing financial records according to federal policies

Full results: [Expert](#)

Accounting skills: Bookkeeping — Highly Proficient

April 2020

Calculating and determining the accuracy of financial data

Full results: [Highly Proficient](#)

Principles of accounting — Expert

October 2021

Preparing financial records according to federal policies

Full results: [Expert](#)

Advanced bookkeeping — Expert

July 2021

Calculating and determining the accuracy of financial data

Full results: [Expert](#)

Basic bookkeeping — Expert

July 2021

Calculating and determining the accuracy of financial data

Full results: [Expert](#)

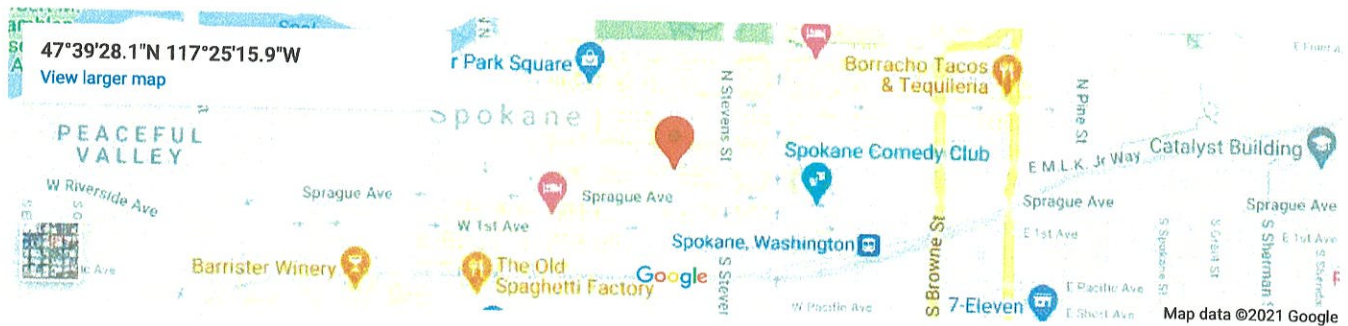
Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

[Home](#) - [United States](#) - [Washington - WA](#) - Duane Wright, CPA

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Duane Wright, CPA

[Washington - WA](#) [United States](#)



Place Types : [Accountant](#), [Insurance Agent](#)

Address : 601 W Riverside Ave #801a, Spokane, Washington 99201

Coordinate : [47.6578](#), [-117.42107](#)

Phone : (503) 957-2639

Email :

Social : [facebook.com/Duane-Wright-CPA-133997203899974](#)

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Opening Hours

Monday: 09:00 - 17:00

Tuesday: 09:00 - 17:00

Wednesday: 09:00 - 17:00

Thursday: 09:00 - 17:00

Friday: 09:00 - 17:00

Saturday: 09:00 - 17:00

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2770 Poplar St, Montgomery, Alabama 36107
Coordinate: [32.368063, -86.272074](#)
Phone: (334) 264-3500

3. [Emerald NW CPA](#)

3116 164th St SW Apt 209, Lynnwood, Washington 98087
Coordinate: [47.8497, -122.27621](#)
(www.EmeraldNW/CPA.com)

4. [Reef Solutions](#)

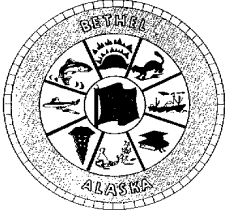
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5. [Sibley Rhonda L](#)

74 Commerce St, Montgomery, Alabama 36104
Coordinate: [32.37887, -86.31013](#)
Phone: (334) 834-6640

6. [Amanda M Benson](#)

74 Commerce St, Montgomery, Alabama 36104
Coordinate: [32.378883, -86.310135](#)
Phone: +13348346640



CITY OF BETHEL

P.O. Box 388
Bethel, Alaska 99559
Ph. (907) 543-4150
Fax (907) 543-3817

MEMORANDUM

DATE: March 2, 2022, to March 15, 2022

TO: City Council

FROM: Peter Williams, City Manager

RE: City Managers' Report

Covid-19 – There are testing kits, masks, etc., available. We have received a partial order of testing kits and expect to be able to have access to a large number of masks. Meet with YKHC and the Aquatic Ctr. Manager to discuss what requirements we should use to admit people to the Center. We will keep the same requirements for now. Continue to read the YKHC COVID -19 updates. We received a report the YKHC updated the cases reported to the state and decided to hold off rescinding the policy that employees must be vaccinated to work for the City of Bethel.

Projects

The Aves Project – We received two bids on March 18. The bids exceeded the number of funds that we have available for this project. We meet the same day at 3 PM with the USDA and the CDR of the Indian Health Service to discuss funding. I can't go into details till March after March 21. Funding for this project is going to be very hard to secure. If we can't proceed, we will have a shovel-ready project ready for the future.

At the beginning of this project, when the funds we do have were made available to us from the USDA, the City was allowed to purchase water and sewer trucks as project expenses. At the time, the DOT had notified us that the City's trucks were not going to be allowed to use the CEHH. Because of the funding from the USDA, we were allowed a year to purchase new trucks. The City took this opportunity to send two people to the Kenworth factory in Renton, Washington, to design the trucks to our specifications. We now have a fleet that all have the same engines, suspensions, tanks, pumps, etc.

Aquatic Ctr.

The repairs inside the pool are scheduled for June 1. The pool will have to be shut down for about two weeks. Though not scheduled yet, the roof should be repaired about the same time.

Daily Log

March 2 – 1) Reviewed AFHC agreement with the City to plow the cul-de-sacs for the Turnkey III subdivision in Bethel Heights. 2) Discussed a tax exemption given to Davis Const when constructing the new hospital. YKHC is building a 104 rm hotel/hostel. We will meet with them to review sales tax exemptions, utility billing, landfill fees, and wharfage charges for this new building. 3) Received permission from the ADEC to start dredging Brown Slough. 4) Discussed planning fees with the City Planner and city attorney. 5) Discussed advertising for truck drivers with the H.R. Dept. We have funding available from two different programs to send people for training for obtaining their CDLs. 6) Submitted various city projects to the Governor's office for a proposed Geo-Bond for the voters this fall election. These projects will be in House Bill 285 & Senate Bill 166. We decided to ask for the funds to upgrade the P.W. Building because it can be constructed in phases if the full amount needed is not approved.

March 3 – 1) Meet with BDO, C.J., and the Finance Dept. to receive an update concerning the F.Y. 21 audit. The Finance Dept and C.J. are providing answers to BDO's questions promptly. 2) Met with DOWL and FCS, who are working on the W&S Rate Study. They are close to finishing this study. They need to work with Caselle about some questions regarding the billing codes. 3) ONC is accepting LIHWAP applications and has made arrangements with the Finance Dept. to accept payments from this program that will pay for utility bills. 4) P.W. works was able to arrange personnel from various Depts to hauled W&S services. 5) The Landfill received a class II Municipal solid Waste Permit for the Bethel Landfill effective for 2022-2027.

March 4 - 1) M.S. Teams meeting to discuss the Bethel Comp. plan. We will hold our first public virtual meeting on March 24. We plan to start involving the committees and commission for comments on the plan in April. DOWL is aware of the deadlines for submitting material needed for the various Agendas. We should see an interactive map posted for anyone to be able to make comments. These interactive maps work well if people participate in them. 2) Sent comment to State House Finance committee supporting the Community Assistant Program and funding for Municipal Harbors. The Community Assistant Program is to be fully funded. The City should receive the same amount as last year, approximately one-hundred thousand dollars. 3) Reviewed Dowl Task Orders amendments. 3) Been commenting on the Comp. Plan as time has allowed. I'm on page 93 of 209.

March 7 - 1) Reviewed City Clerks' comment about affirming the candidate for the Finance Director's position. 2) Worked on comments for the Comp Plan 3) Reviewed comments about food trucks using city property. 4) Letters sent to Uncommon Pizza and Good vibes about their applications that the city council will consider.

March 8 – 1) M.S. Teams meeting with Davis Const., YKHC, Planning, Finance Dept. to review Fees and Charges that may incur when the new 110 room hotel is built on the YKHC campus. 2) Reviewed PW Budget for F.Y. 23.

March 9 – 1) Met with the City Attorney, DOT, to discuss the DOT(AFG&W), DMV, and Dept. of Law about our leases with them and the City. 3) Duane Wright, the candidate for the Finance Directors position, met with the staff of the finance department and me. I spent about an hour and a half with him. We offered him the position starting April 1, 2022. 2) Reviewed comments about children using the hot tub at the pool. 3) Reviewed and commented on the Executive Summary for the Bethel Comp Plan.

March 10 – 1) Bethel 2045 Bethel Comp. Plan stakeholders meeting went well. Lots of comments. 2) Reviewed PW Comm meeting packet. 3) The Deputy finance director was able to find a U.S. Treasury bond that paid a decent interest rate. Ask the department to start with the Endowment Fund. When the Finance director begins on April 1, we will discuss the accounts that the council has asked to be put into interest-bearing accounts. We have seen rates of .01% This bond is paying 1.615%.

March 11 – In Anchorage – 1) The Pool Company (TPC) will start work inside the pool about June 1. This will require us to close the pool for about two weeks. 2) Meet with Brilliant Media Strategies in their office. We discussed buying some airtime on KYUK. We would like to develop a question and answer session about the department's problems and goals. We should see a task list with associated costs shortly. They have not invoiced us for any work yet.

March 14 – 1) M.S. Team meeting with the DOT, City Attorney, and the City Clerk to review various leases that we have with the state of Alaska. 2) Review plans for the Tundra Ridge Road for the DOT. 3) Help draft a letter to our state and Congressional delegations asking if they could help fund The Aves. Project

March 14 – 1) The shredder should be in Tacoma, Wash. April 12, 2022, and ready for shipping. 3) Meet with City Planner, City Clerk, and City Attorney to discuss Fees and Charges for various departments' services. 3) Meet with BDO to discuss the audit. BDO has changed the personnel that has been working with us. We are a bit behind, but the process is moving along.

Peter A Williams

Bethel Aquatic Center – Proposal
Bethel, Alaska

March 10, 2022

The following Scope of Work is the basis of The Pool Company Inc.'s proposal. This Scope of Work is not intended to be all-inclusive, but rather a highlight of the work to be performed.

ITEMS TO BE SERVICED:

- o Service Sand Filters
- o Spa Flow Meter
- o Automatic Pool Covers
- o PH Control System
- o Pool Main Drain Grates
- o Deck Drain

GENERAL REQUIREMENTS:

- o Power, temporary lighting, garbage, water, and toilet facilities are to be provided by the GC.
- o Tenting/Heating or any provisions for adverse weather conditions HAVE NOT been accounted for in this proposal.
- o Local prevailing wages HAVE been accounted for in this proposal.
- o Local County, State, and Federal taxes HAVE been accounted for in this proposal.
- o The Pool Company Inc.'s proposal is valid for 30 days.
- o The Pool Company Inc. will provide a Bond to the Owner/General Contractor if required at an ADDITIONAL RATE OF 1.3% of the contract value.
- o Some manufactures require front end materials acquisition deposits or customized engineering prior to submittal or fabrication. These are cost that the owner is required to pay and will be listed on the schedule of values as an Engineering Cost.
- o Reasonable access must be provided to The Pool Company Inc. for tasks included in this proposal.
- o The Pool Company Inc. expects to sign a fair subcontract such as the AIA 401-1997
- o The Pool Company Inc. standard workmanship 1-year warranty.

ELECTRICAL:

INCLUSIONS:

- Assist with coordination of equipment interlocking.
 - supply and install of conduit and connection to power source is to be by others (electrical contractor's scope).

EXCLUSIONS:

- Any required electrical permits.
- Supply and install of conduit and connection to power source is to be by other.
- Supply and install of pool equipment electrical interlocking.
- Any conduit, wiring, control panels, breaker boxes, or soft starts.
- Any grounding/bonding of the pool structure(s) and associated pool equipment.

RECIRCULATION EQUIPMENT:

INCLUSIONS:

- Remove and replace filter media in pool filtration system.
- Remove and replace filter media in whirlpool filtration system.
- Replace Spa flow meter.
- Remove PH control system and add Pulsar acid feed system.
- Remove and replace main drain VGB compliant suction grates.
- Remove and replace damaged/degraded deck trench drains.

START-UP:

INCLUSIONS:

- Commissioning of the pool and owner training on all pool equipment.
 - The Pool Company Inc. will only commission and start up the swimming pool(s) when all work in the mechanical room and around the pool are 98% complete.

EXCLUSIONS:

- All permits and inspections.
- Supply the required pool chemicals for startup.
- Cost of water for filling of swimming pool.

Bethel Aquatic Center
Bethel, AK

Base Bid

\$ 264, 592.00

Grant Ohta
Chief Estimator
TPC – The Pool Company, Inc.
Email: estimating@tpcipools.com
Office: 253-926-687 ext. 107
Direct: 253-392-2689
Cell: 714-767-5248

City of Bethel, Alaska

City Clerk's Office

Council Meetings

March 22, 2022 Regular City Council Meeting

April 12, 2022 Regular City Council Meeting

April 26, 2022 Regular City Council Meeting

- The City Clerk is working toward an International City Management Association Certificate Training Local Government 101 Fundamentals in Equity and Inclusion.
- Completed a Code amendment to remove the Board of Adjustment from the Bethel Municipal Code and have appeals of the Planning Commission go to an Administrative Hearing Officer. Distributed to Administration for review and comment.
- Working on a training program for our committee/commission chairs.
- Researched restrictive covenants/land use questions.
- Working on a policy/procedure for records legal holds.
- Continuing to work with administration on the water and sewer system guide for the public.
- Created a webpage for local option frequently asked questions.
- Processes two passport applications.
- Nearing completion of the Records Retention Schedule.
- Went through City Clerk's Office records for disposal, long term and short-term storage.
- Reviewed three boxes of legal records with the City Attorney to determine long term storage needs.
- Created an online form for the City's records managers to use when disposing of city records.
- Scheduled a training for Ex Officio members on the new electronic packet solution. Preparing Training Material for Records to transition all Committee/Commissions to CIVIC. Incredibly Time Consuming.
- Researching issuance of subpoenas by clerk's office.
- Created an amendment to the Bethel Municipal Code to update the language to reflect current day technological advances in the way our Bethel Municipal Code is codified and distributed.
- Continue to work through areas of City Hall that are in need to organizing and cleaning.
- Organized shared drive for property ownership updated the file names to include address for easier search option.
- Working on updating the Election Training guides for office and election officials.
- Deputy Clerk attended a webinar for Pandemic Related Records.

Community Action Grant Committee	4 Vacancies
Community Parks and Recreation Committee	3 Vacancies
Finance Committee	2 Vacancies
Port Commission	4 Vacancies
Public Safety and Transportation Commission	1 Vacancies
Planning Commission	0 Vacancies
Public Works Committee	6 Vacancies
Board of Ethics	0 Vacancies



This is to certify that

Lori Strickler

has completed

Local Government 101: Equity and Inclusion Course 2 Session 3

1.50 ICMA CE credits

March 10, 2022

A handwritten signature in black ink, appearing to read "Marc A. Ott".

Marc A. Ott
ICMA Executive Director

A handwritten signature in black ink, appearing to read "Felicia C. Logan".

Felicia C. Logan
ICMA Leadership Development



This is to certify that

Lori Strickler

has completed

Local Government 101 Course 3 Session 1

1.50 ICMA CE credits

March 10, 2022

A handwritten signature in black ink, appearing to read "Marc A. Ott".

Marc A. Ott
ICMA Executive Director

A handwritten signature in black ink, appearing to read "Felicia C. Logan".

Felicia C. Logan
ICMA Leadership Development

City of Bethel Regular Election Calendar

4 Months before the election

Prepare new absentee by-mail ballot request and information for persons requesting an absentee ballot. A person can apply for an absentee ballot after January 1st of each year for that calendar year.

Update election forms to include candidate filing information.

Populate website with newly revised election forms.

Inventory and order election supplies/forms.

Contact polling places to ensure the use of the facility.

Send a letter to election officials to inquire about serving.

Council may adopt resolution for election officials. After the resolution is adopted, send confirmation letters to officials.

Prepare advertisement for notice of voter registration to run the month of August.

Contact ballot programmer and printer to notify them of election and filing period dates and to make arrangements for ballot/memory card delivery for city precincts and review board use for testing and counting.

Review and revise manual for training/poll.

Prepare notice of Council Vacancy.

Send notice of vacancy ad to newspaper.

Post notice of vacancy on website.

Notify elected officials of the deadline for ballot propositions via the clerk's report. Continue to remind them until the period closes.

Update and prepare candidate filing forms and nomination petition to include Financial Disclosure forms. Also include information on political sign posting.

July 25, 2022

72 (about) Days before the election-3 days before the declaration of candidacy period is open

Notices of offices to be filed shall be posted and provided on the website 3 days before declaration of candidacy period opens. (BMC 7.30.040)

July 29, 2022

7 Days before the declaration of candidacy filing opens

Declaration of Candidacy packets become available to the public and provided on the website. BMC 7.30.020

August 4, 2022	<u>60 Days before the Election</u> Notices of voter registration deadline shall be posted on provided on the website.
August 5, 2022	<u>August 5th</u> 8:00a Opening for the Candidate Declaration of Candidacy filing. BMC 7.30.020 Within 4 business days of a declaration, notify the candidate of their eligibility. Through the nomination period, continue to update the website candidate list.
August 20, 2022	<u>45 Days before the election</u> Deadline for Ordinance adoption of proposition questions BMC 7.10.070. Send proposition question to Yupik translator for translation of sample ballot tools.
August 22, 2022	<u>August 20th (Saturday then next business day)</u> 4:00p Deadline for Candidate Declaration of Candidacy filing. BMC 7.30.020
August 23, 2022	<u>August 21 (unless August Days before the election</u> First day to for write in declarations. Check in with translator for Yupik sample ballots to ensure August 25th deadline.
August 25, 2022	<u>40 (about) Days before the election</u> Post final candidate list to website and email to council, staff and media. Name drawing for the ballot. Send off Ballot and Memory card info. to vendors.
September 4, 2022	<u>30 Days before the election</u> Notice of Election posted in three locations around town and put on the City's website. Send letter to poll workers and canvas board review confirming their attendance at the polls. Deadline for voter registration.
September 14, 2022	<u>20 Days before the election</u> Notice of Bond Indebtedness to be published once a week for three consecutive weeks. Tentative date for election training.
September 19, 2022	<u>15 Days before the election</u>

Absentee in person/by mail opens.

September 24, 2022 **10 Days before the election.**

Last day for voters to request an absentee by mail ballot.

Contact public works to confirm availability of assistance in moving election equipment.

Contact election offices to confirm 7:30a opening of the polls on election day.

September 29, 2022 **5 Days before the election**

Repost Election notices.

Post Canvass Board Meeting for October 8, 2015

5:00p Deadline for the Write-in Candidate Declaration of Candidacy Filing. (BMC 7.30.030)

October 3, 2022 **1 Day before the election**

Create list of absentee in person and by mail ballots to distribute to election precincts.

Set up polling place locations.

October 4, 2022 **Day of Election**

Polls open at 8a and close at 8p. Election officials arrive at 7:30p.

Post preliminary election results outside of City Hall and on the City's website.

Last day for absentee by mail ballots to be postmarked.

October 5, 2022 **1 Day after the election**

E-mail questioned voter list to the State to confirm absentee/question voter eligibility.

Organize State election material and mail out.

Clean up polling place locations.

October 6, 2022 **2 Days after the election**

6:00p Deadline for Absentee by Mail Ballots to be received for Canvass BMC 7.70.060

Canvass Board Meets 6:30p in council chambers to certify the election. BMC 7.90.020

October 7, 2022 **3 Days after the election**

Check request for Election Workers

October 11, 2022 **7 Days after the election**

5:00p Deadline for a candidate or 10 voters to contest the election. BMC 7.90.010

Regular City Council Meeting, Certification of Election under Special Orders/by Resolution BMC 7.80.050
Post notice of Special Council Meeting for the Organization of Council (Oct. 13-16, 2015)

October 14, 2022	10 Days after the election Prepare Ballots for Special Meeting October 19, 2015.
October 17, 2022	13 Days after the election Special Meeting Organization of Council (BMC 2.04.140) (Mayor, Vice-Mayor, Committee Appointments)
October 18, 2022	14 Days after the election Arrange travel for council members to AML
	17 Days after the election Last day for a recount to occur (10 days after the recount application is submitted) BMC7.90.030
November 3, 2022	30 Days after the election Notices sent to questioned ballot voters if their vote did not qualify.
November 10, 2022	37 Days after the election Destruction of ballots (unless contested destruction should occur 30 days after certification)

Clerk's Office (C.O.) Committee & Commission Document Tracking, Regular Meetings 2022

	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Pub. Safety and Transportation 1st Wed.												
Agenda signed (email to C.O.)	x	x	x									
Agenda and Packet (website)	x	x	x									
Draft Minutes (email to C.O.)		x										
Signed Minutes (website)												
Signed Minutes (original to C.O.)												
Planning 2nd Thurs.												
Agenda signed (email to C.O.)	x	x	x									
Agenda and Packet (website)	x	x	x									
Draft Minutes (email to C.O.)	x	x										
Signed Minutes (website)												
Signed Minutes (original to C.O.)												
Port 3rd Mon.												
Agenda signed (email to C.O.)												
Agenda and Packet (website)	x	x	x									
Draft Minutes (email to C.O.)												
Signed Minutes (website)												
Signed Minutes (original to C.O.)												
Community Action Grant Quarterly												
Agenda signed (email to C.O.)	March			June			Sept.			Nov.		
Agenda and Packet (website)		x										
Draft Minutes (email to C.O.)												
Signed Minutes (website)												
Signed Minutes (original to C.O.)												
Community Parks and Recreation 2nd Mon.												
Agenda signed (email to C.O.)	x		x									
Agenda and Packet (website)	x	x	x									
Draft Minutes (email to C.O.)	x											
Signed Minutes (website)	x											
Signed Minutes (original to C.O.)	x											
Public Works 3rd Wed.												
Agenda signed (email to C.O.)			x									
Agenda and Packet (website)	x	x	x									
Draft Minutes (email to C.O.)		x										
Signed Minutes (website)												
Signed Minutes (original to C.O.)												
Finance 4th Mon.												
Agenda signed (email to C.O.)	x	x										
Agenda and Packet (website)	x	x										
Draft Minutes (email to C.O.)												
Signed Minutes (website)												
Signed Minutes (original to C.O.)												

ANNUAL PERFORMANCE EVALUATION**NAME: LORI STRICKLER****DATE: March 22, 2022****PART 1 — Evaluate the ability to accomplish the duties set forth by State statutes, the Municipal Code, and other duties as assigned by Council.**

Attend City Council meetings as required, act as parliamentary advisor to Council, record and keep official journal of Council meetings	5	4	3	2	1
Assure notice and other requirements for public meetings are complied with	5	4	3	2	1
Assure public records are available for public inspection as required by law	5	4	3	2	1
Manage City records and develop retention schedules and procedures for inventory, storage, and destruction of records	5	4	3	2	1
Maintain an indexed file of all permanent municipal records, provide for codification of ordinances	5	4	3	2	1
Authenticate or certify City records as necessary	5	4	3	2	1
Prepare Council agendas and Council meeting packets as required by City Council	5	4	3	2	1
Conduct research and prepare information for Council as requested	5	4	3	2	1
Administer all municipal elections and assure that the municipality complies with the Voting Rights Act of 1965, as amended	5	4	3	2	1
Develop, prepare and defend the City Clerk's office annual budget and budget modifications	5	4	3	2	1
Take oaths and affirmations as necessary	5	4	3	2	1
Provide support and training to City boards, committees and commissions	5	4	3	2	1
Manage cemetery procedures and records	5	4	3	2	1
Ability to interface harmoniously and effectively with the public and all levels of management and government	5	4	3	2	1
Other duties as assigned by City Council	5	4	3	2	1

Total	
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Rating Scale:

5=Outstanding; 4=Very Good; 3=Good; 2=Satisfactory; 1=Needs Improvement

ANNUAL PERFORMANCE EVALUATION**NAME: LORI STRICKLER****DATE: MAY 11, 2021**

PART 2 — Evaluate the work ethics and work habits.

Work ethic	5	4	3	2	1
Dependability; can be depended upon without supervision	5	4	3	2	1
Self-motivated; self-reliant; displays energy	5	4	3	2	1
Displays good judgment	5	4	3	2	1
Able to handle difficult or stressful situations	5	4	3	2	1
Adaptability; adjusts to various circumstances, new processes or changes	5	4	3	2	1
Manages time efficiently	5	4	3	2	1
Attitude and enthusiasm	5	4	3	2	1
Willingness and capability to carry out new assignments or projects	5	4	3	2	1
Availability to Council and public	5	4	3	2	1
Follows through with requests	5	4	3	2	1
Attendance record	5	4	3	2	1

Total	
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PART 3 — Evaluate the quality of work produced and the degree of knowledge of work procedures and operations.

Accuracy, Completeness and Conformity	5	4	3	2	1
Knowledge of job	5	4	3	2	1
Ability to research and understand City ordinances	5	4	3	2	1
Ability to prepare resolutions, ordinances and reports to City Council	5	4	3	2	1
Quality of work	5	4	3	2	1
Takes pride in work	5	4	3	2	1
Ability and desire to research ways to improve operations	5	4	3	2	1
Exceeds expectation	5	4	3	2	1
Productive with time	5	4	3	2	1
Ability and desire to learn basic job functions	5	4	3	2	1
Ability and desire to learn beyond basic job functions	5	4	3	2	1
Presents completed work in an orderly fashion	5	4	3	2	1
Attention to details	5	4	3	2	1

Total	
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Rating Scale:

5=Outstanding; 4=Very Good; 3=Good; 2=Satisfactory; 1=Needs Improvement

ANNUAL PERFORMANCE EVALUATION**NAME: LORI STRICKLER****DATE: MAY 11, 2021****PART 4 — Evaluate personal relations/interactions with City Council members, City staff members and the public**

Friendly, courteous and flexible	5	4	3	2	1
Maintains a helpful attitude; willing to help	5	4	3	2	1
Steps outside of job duties to help other city staff when needed (team player)	5	4	3	2	1
Working relationship with City Manager and City Department Heads	5	4	3	2	1
Effectively communicates with City staff, Council and the public	5	4	3	2	1
Writes clearly and concisely	5	4	3	2	1
Expresses ideas and opinions in a forthright, logical manner	5	4	3	2	1
Ability to work in stressful situations	5	4	3	2	1
Provides answers when not readily available; Follows through with requests for information	5	4	3	2	1
Acts as a liaison between the City Council and the general public	5	4	3	2	1

Total	
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Part 1:	
Part 2:	
Part 3:	
Part 4:	
Overall Evaluation Total:	

Overall Evaluation

Outstanding	Very Good	Good	Satisfactory	Needs Improvement
250	204	153	102	51

Suggested Development/Training Goals:

Rating Scale:

5=Outstanding; 4=Very Good; 3=Good; 2=Satisfactory; 1=Needs Improvement

ANNUAL PERFORMANCE EVALUATION

NAME: LORI STRICKLER

DATE: MAY 11, 2021

Council Member Comments:

City Clerk Comments:

Council Member's Signature _____

Date: _____

City Clerk's Signature: _____

Date: _____

Rating Scale:

5=Outstanding; 4=Very Good; 3=Good; 2=Satisfactory; 1=Needs Improvement